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.
Carlos Mateo Paz-Soldan, DTB Associates LLP 1700 Pennsylvania Ave, NW, Suite 200, Washington DC 20006	6301

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Ministry of Trade and Tourism of Peru (Ministerio de Comercio y Turismo del Peru) / Embassy of Peru in the U.S.	Calle Uno Oeste 50, Urb. Corpac, San Isidro, Lima 27, Peru

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

- ☒ 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

Ministry of Trade and Tourism

b) Name and title of official with whom registrant deals

Ms. Teresa Mera Gomez, Coordinator for North America and Europe for Ministry of Trade and Tourism

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.)*

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
6/19/2015	CARLOS MATEO PAZ-SOLDAN, Partner, DTB Associates LLP	

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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.
CARLOS MATEO PAZ-SOLDAN	6301

3. Name of Foreign Principal

Ministry of Trade and Tourism of Peru (Ministerio de Comercio y Turismo del Peru)

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.

See document attached.

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

See document attached.

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.

See document attached.

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
6/19/2015	Carlos Mateo Paz-soldan, Partner, DTB Assoc.	

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.

The objective of the engagement with the Peruvian Ministry of Trade and Tourism (MINCETUR) is the restoration of cumulation benefits between Peru and Colombia in the textile and apparel sector in their trade with the United States. Under the Andean Trade Preference and Drug Eradication Act (ATPDEA), Peruvian and Colombian apparel companies were able to cumulate, that is incorporate textile inputs from each other and still enjoy duty free treatment, in producing apparel for export to the U.S. market. This benefit was lost when both countries entered into free trade agreements (FTAs) with the United States.

However, articles 3.3.14 of the U.S.-Peru Trade Promotion Agreement (USPTPA) and 3.3.14 of the U.S.-Colombia Trade Promotion Agreement (USCTPA) allow the parties to enter into discussions, subject to consultations with their legislatures or domestic industries, regarding cumulation with other countries in the region. The ability for Peru and Colombia to cumulate is supported not only by the textile and apparel industries of Peru and Colombia, but also by a majority of U.S. industry associations. Cumulation is also consistent with past U.S. trade policies that have sought to promote regional integration among the Andean countries in an effort to promote economic development and eradicate drug production. Given the above considerations, MINCETUR, and its Colombian counterpart, advised by another firm, seek outside support to restore cumulation benefits on behalf of the textile and apparel industry associations of Peru and Colombia.

Among the specific services that will be provided to MINCETUR in coordination with the Embassy of Peru is:

1. Work with U.S. industry associations including the National Council of Textile Organizations (NCTO) and the National Cotton Council (NCC), but also the American Apparel and Footwear Association (AAFA); the Retailers Industry Leaders Association (RILA); and the National Retailers Federation (NRF), to develop an ad hoc domestic coalition in support of discussions under the framework of articles 3.3.14 of the USPTPA and the USCTPA to restore cumulation benefits, and mobilize this coalition as needed;

2. Develop the strategies, factsheets, and support documentation necessary to promote the restoration of cumulation benefits with the USTR, other U.S. government agencies, and relevant U.S. congressional offices, and meet with such agencies and offices to ensure prioritization of this initiative;

3. Coordinate the above strategies and actions with MINCETUR, the Embassy of Peru in Washington, D.C., and the Sociedad Nacional de Industrias (SNI) in Peru; and

4. Provide monthly reports, and other updates as needed, of the efforts undertaken and the results obtained.

These services will be provided for a six month period subject to renewal effective June 1, 2015 to November 30, 2015.

DTB Associates, LLP

1700 Pennsylvania Ave., NW
Suite 200
Washington, DC 20006-4707

Paul A. Drazek
Craig A. Thorn
Mark Sloan
Carlos Mateo Paz-Soldan

(202) 684-2509
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cpaz-soldan@dtbassociates.com
www.dtbassociates.com

March 30, 2015

To: Edgar Vásquez, Vice Ministro de Comercio Exterior

From: Carlos Mateo Paz–Soldán
DTB Associates, LLP

Re: Restoration of Cumulation Benefits between Perú and Colombia

Dear Vice Minister Vásquez:

DTB Associates (DTB) understands that the objective of the Peruvian Ministry of Trade and Tourism (MINCETUR) in receiving this Proposal for review and consideration is the restoration of cumulation benefits between Peru and Colombia in the textile and apparel sector in their trade with the United States. Under the Andean Trade Preference and Drug Eradication Act (ATPDEA), Peruvian and Colombian apparel companies were able to cumulate, that is incorporate textile inputs from each other and still enjoy duty free treatment, in producing apparel for export to the U.S. market. This benefit was lost when both countries entered into free trade agreements (FTAs) with the United States.

However, articles 3.3.14 of the U.S.-Peru Trade Promotion Agreement (USPTPA) and 3.3.14 of the U.S.-Colombia Trade Promotion Agreement (USCTPA) allow the parties to enter into discussions, subject to consultations with their legislatures or domestic industries, regarding cumulation with other countries in the region. The ability for Peru and Colombia to cumulate is supported not only by the textile and apparel industries of Peru and Colombia, but also by a majority of U.S. industry associations. Cumulation is also consistent with past U.S. trade policies that have sought to promote regional integration among the Andean countries in an effort to promote economic development and eradicate drug production. Given the above considerations, MINCETUR, and its Colombian counterpart, seek outside support to restore cumulation benefits on behalf of the textile and apparel industry associations of Peru and Colombia.

Proposal:

The team at DTB Associates is well positioned to assist MINCETUR with the above matter. The objective being sought may require a multiyear effort and DTB cannot guarantee the outcome. However, the DTB team's: i) collective contacts; ii) its experience with the United States Trade Representative's Office (USTR), the United States Department of Agriculture (USDA), the U.S. Department of Commerce (DOC),

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and other U.S. government agencies; iii) its familiarity with the ATPDEA; iv) its first hand knowledge of the USPTPA and the USCTPA; and v) its experience with the textile and apparel sectors of the United States, Peru, the broader Andean region, and Central America; qualify DTB to develop the strategies and undertake the initiatives necessary to support joint efforts to restore cumulation benefits between Peru and Colombia.

Among the specific services DTB will provide:

1. Work with U.S. industry associations including the National Council of Textile Organizations (NCTO) and the National Cotton Council (NCC), but also the American Apparel and Footwear Association (AAFA); the Retailers Industry Leaders Association (RILA); and the National Retailers Federation (NRF), to develop an ad hoc domestic coalition in support of discussions under the framework of article 3.3.14 of the USPTPA and the USCTPA to restore cumulation benefits, and mobilize this coalition as needed;

2. Develop the strategies, factsheets, and support documentation necessary to promote the restoration of cumulation benefits with the USTR, other U.S. government agencies, and relevant U.S. congressional offices, and meet with such agencies and offices to ensure prioritization of this initiative;

3. Coordinate the above strategies and actions with MINCETUR, the Embassy of Peru in Washington, D.C., and the Sociedad Nacional de Industrias (SNI); and

4. Provide monthly reports, and other updates as needed, of the efforts undertaken and the results obtained.

For the above services, DTB will bill MINCETUR at a rate of $6,000 per month and will include with each invoice a description of the work performed and expenses incurred. This fee is inclusive of disbursements and costs – such as telephone, fax, on-line research, and photocopying, but does not include travel expenses outside of Washington, D.C., that may be incurred on behalf of MINCETUR in pursuit of the above objective. The prior authorization of MINCETUR shall be required for such travel.

The engagement will be for a period of six (6) months effective on the date this Proposal is executed. At the end of this term the parties will evaluate the effort developed; determine if adjustments are necessary; and may renew the engagement based on mutual agreement.

In undertaking this representation, our objective would be to advise MINCETUR to the best of our ability without forfeiting the continuing representation of our other clients. It has been our experience that, on occasion, clients that have retained the firm for representation become involved in matters in which their interests conflict with those

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Washington, DC 20006-4707

of other clients. We are not aware of any such conflict at the present time. If this situation should occur, we would discuss it with you and attempt to resolve any problem to the satisfaction of all concerned.

Please sign a copy of this Proposal in the space provided and return it to me to signify that the Proposal properly sets out the terms of our engagement and that our understandings stated above are correct.

We look forward to working with you on these issues.

Yours sincerely,

Mateo Paz-Soldán
For DTB Associates, LLP

Agreed: Ministerio de Comercio y Turismo de la Republica del Perú

By: _____ Date: _____
Mr. Edgar Vásquez
Vice Ministro de Comercio Exterior

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CONTRATO Nº 41-2015-MINCETUR-SG/OGA

CONTRATACIÓN DEL SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACIÓN DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA
EXP N° 867967

Conste por el presente documento, la Contratación del **SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACION DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA,** que celebra de una parte el **MINISTERIO DE COMERCIO EXTERIOR Y TURISMO - MINCETUR**, en adelante la ENTIDAD, con RUC Nº 20504774288, con domicilio legal en Calle Uno Oeste Nº 050, Urbanización Córpac, Distrito de San Isidro, representada por su Directora General de Administración Abog **ANA GRIMANESA REATEGUI NAPURI**, identificada con Documento Nacional de Identidad [redacted] designada mediante Resolución Ministerial N° 021-2015-MINCETUR, según funciones y atribuciones asignadas mediante Resolución Ministerial Nº 001-2015-MINCETUR y de otra parte **DTB ASSOCIATES, LLP** con domicilio legal en 1700 Pennsylvania Ave, NW, Suite # 200, Washington DC 20006-4707, debidamente representado por su Representante Legal **CARLOS MATEO PAZ – SOLDAN**, identificado con Pasaporte [redacted] a quien en adelante se le denominará el **CONTRATISTA** en los términos y condiciones siguientes:

CLÁUSULA PRIMERA: ANTECEDENTES

Con Memorándum N° 705-2015-MINCETUR/SG/OGA de fecha 08 de mayo de 2015, la Directora General de Administración hace suyo el Informe N° 141-2015-MINCETUR/SG/OGA-OASA de la Oficina de Abastecimiento y Servicios Auxiliares y lo remite a la Secretaria General para su trámite respectivo.

A través del Memorándum N° 151-2015-MINCETUR/SG de fecha 11 de mayo de 2015, la Secretaria General del MINCETUR, de conformidad con lo dispuesto en el literal c) del numeral 2.2. del artículo 2° de la Resolución Ministerial N° 001-2015-MINCETUR/DM autoriza a la Directora General de Administración del MINCETUR la suscripción del contrato, recomendando que se verifique y cumplan los requisitos establecidos en el ordenamiento jurídico vigente.

Con fecha 12 de mayo de 2015, la Oficina de Abastecimiento y Servicios Auxiliares, adjudicó la Buena Pro del Contrato denominado INTER –PROC-2-2015-MINCETUR/SG-1 para la contratación del SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACION DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA, cuyos detalles e importe constan en los documentos integrantes del presente contrato.

CLÁUSULA SEGUNDA: OBJETO

El presente contrato tiene por objeto la Contratación del SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACION DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA, conforme a los Términos de Referencia.

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CLÁUSULA TERCERA: MONTO CONTRACTUAL

El monto total del presente contrato asciende a US $ 51,428.58 (Cincuenta y un mil cuatrocientos veintiocho con 58/100 dólares americanos), a todo costo, incluido los impuestos de Ley.

Todo pago efectuado por el MINCETUR en el marco del presente contrato, incluye todo y cualquier impuesto al Valor Agregado y similares que resulten aplicables en los Estados Unidos de Norteamérica. En este sentido, el Estado Peruano no tiene bajo ningún supuesto responsabilidad en el pago de dicho tributos, ni deberá reembolsar a EL CONTRATISTA por dichos conceptos.

CLÁUSULA CUARTA: DEL PAGO

El pago se realizará en dólares americanos (USD) y dentro del plazo de quince (15) días calendario siguientes de otorgada la conformidad, procediéndose de la siguiente manera:

- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación de los informes correspondientes al primer y segundo entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del tercer entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del cuarto entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del quinto entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del sexto entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del sétimo entregable, previa conformidad del servicio.

El impuesto de ley que debe incluirse en el pago es el Impuesto a la Renta (30% del monto pagado) por tanto, el monto total que se debería pagar a USD 51,428.58, dividido en seis pagos de USD 8, 571.43, que incluye lo siguiente:

- USD 6,000.00 del pago al estudio DTB Associates LLP
- USD 2,571.43 del Impuesto a la Renta

El pago se realizará vía transferencia a la cuenta del banco Capital One Bank, según la siguiente información:
Wire Transfer Information
Account Name: DTB Associates
Account Number: [redacted]
ABA Routing Number: [redacted]
Capital One, N.A, 201 St. Charles Ave; 16th Floor, New Orleans, LA 70130
Federal EIN 52-2233399

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CLÁUSULA QUINTA: DEL PLAZO DE LA EJECUCIÓN DE LA PRESTACIÓN

Los plazos de ejecución del presente contrato es de 180 (Ciento ochenta días calendario) computados a partir del día siguiente de la suscripción del presente contrato.

CLAUSULA SEXTA: ENTREGABLES

- PRIMER ENTREGABLE: Se deberá presentar un informe que contenga una propuesta preliminar de actividades por realizar e información sobre los actores involucrados y los procedimientos necesarios para la aprobación de la acumulación de origen en el Congreso de EEUU.
- SEGUNDO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el primer mes de prestación del servicio.
- TERCER ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el segundo mes de prestación del servicio.
- CUARTO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el tercer mes de prestación del servicio.
- QUINTO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el cuarto mes de prestación del servicio.
- SEXTO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el quinto mes de prestación del servicio.
- SETIMO ENTREGABLE: Se deberá presentar un informe final a la culminación de las actividades (180 días calendario de la aprobación de la orden de servicio) conteniendo la información pertinente sobre actividades realizadas en el sexto mes de prestación del servicio y el resultado final de las actividades solicitadas.

CLAUSULA SETIMA: PLAZO DE ENTREGA

El contratista se compromete a presentar los siguientes informes en calidad de entregables:

- PRIMER INFORME: Se deberá presentar el primer informe dentro de los 10 días hábiles siguientes de la suscripción del presente contrato.
- SEGUNDO INFORME: Se deberá presentar el segundo informe al cumplirse 30 días calendario de la suscripción del presente contrato.
- TERCER INFORME: Se deberá presentar el tercer informe al cumplirse 60 días calendario de la suscripción del presente contrato.
- CUARTO INFORME: Se deberá presentar el cuarto informe al cumplirse 90 días calendario de la suscripción del presente contrato.
- QUINTO INFORME: Se deberá presentar el quinto informe al cumplirse 120 días calendario de la suscripción del presente contrato.

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- SEXTO INFORME: Se deberá presentar el sexto informe al cumplirse 150 días calendario de la suscripción del presente contrato.

- SÉTIMO INFORME: Se deberá presentar un informe final a la culminación de las actividades (180 días calendario de la suscripción del presente contrato).

Los informes deberán ser presentados al Viceministerio de Comercio Exterior por vía electrónica a la siguiente dirección: tmera@mincetur.gob.pe. El consultor enviará los informes en formatos Word y PDF y el Viceministerio de Comercio Exterior confirmará la recepción de los mismos mediante correo electrónico.

CLÁUSULA OCTAVA: PARTES INTEGRANTES DEL CONTRATO

El presente contrato está conformado por las Bases, la oferta ganadora y los documentos derivados del proceso de selección que establezcan obligaciones para las partes.

CLÁUSULA NOVENA: CONFORMIDAD DEL SERVICIO

La conformidad del servicio se regula por lo dispuesto en el artículo 176º del Reglamento de la Ley de Contrataciones del Estado y será otorgada por Viceministerio de Comercio Exterior por vía electrónica a la siguiente dirección: tmera@mincetur.gob.pe

De existir observaciones se consignarán en el acta respectiva, indicándose claramente el sentido de éstas, dándose al contratista un plazo prudencial para su subsanación, en función a la complejidad del servicio. Dicho plazo no podrá ser menor de dos (2) ni mayor de diez (10) días calendario. Si pese al plazo otorgado, el CONTRATISTA no cumpliese a cabalidad con la subsanación, la ENTIDAD podrá resolver el contrato, sin perjuicio de aplicar las penalidades que correspondan.
Este procedimiento no será aplicable cuando los servicios manifiestamente no cumplan con las características y condiciones ofrecidas, en cuyo caso la ENTIDAD no efectuará la recepción, debiendo considerarse como no ejecutada la prestación, aplicándose las penalidades que correspondan.

CLÁUSULA DECIMA: DECLARACIÓN JURADA DEL CONTRATISTA

El CONTRATISTA declara bajo juramento que se compromete a cumplir las obligaciones derivadas del presente contrato, bajo sanción de quedar inhabilitado para contratar con el Estado en caso de incumplimiento.

CLÁUSULA UNDECIMA: RESPONSABILIDAD POR VICIOS OCULTOS

La conformidad del servicio por parte de la ENTIDAD no enerva su derecho a reclamar posteriormente por defectos o vicios ocultos, conforme a lo dispuesto por el artículo 50 de la Ley de Contrataciones del Estado. El plazo de responsabilidad del contratista es de un (01) año, contados a partir de la conformidad del área usuaria.

CLÁUSULA DECIMA SEGUNDA:PENALIDADES

Si el CONTRATISTA incurre en retraso injustificado en la ejecución de las prestaciones objeto del contrato, la ENTIDAD le aplicará una penalidad por cada día de atraso, hasta por un monto máximo equivalente al diez por ciento (10%) del monto del contrato vigente o, de ser el caso,

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del monto del ítem que debió ejecutarse, en concordancia con el artículo 165 del Reglamento de la Ley de Contrataciones del Estado.
En todos los casos, la penalidad se aplicará automáticamente y se calculará de acuerdo a la siguiente fórmula:

$$\text{Penalidad Diaria} = \frac{0.10 \times \text{Monto}}{F \times \text{Plazo en días}}$$

Donde:
F = 0.25 para plazos mayores a sesenta (60) días;

Tanto el monto como el plazo se refieren, según corresponda, al contrato o ítem que debió ejecutarse o, en caso que éstos involucrarán obligaciones de ejecución periódica, a la prestación parcial que fuera materia de retraso.
Esta penalidad será deducida de los pagos periódicos, de los pagos parciales o del pago final; o si fuese necesario se cobrará del monto resultante de la ejecución de las garantías de Fiel Cumplimiento o por el monto diferencial de la propuesta (de ser el caso).
Cuando se llegue a cubrir el monto máximo de la penalidad, la ENTIDAD podrá resolver el contrato por incumplimiento.
La justificación por el retraso se sujeta a lo dispuesto por la Ley de Contrataciones del Estado y su Reglamento, el Código Civil y demás normas aplicables, según corresponda.

CLÁUSULA DÉCIMA TERCERA: RESOLUCIÓN DEL CONTRATO

Cualquiera de las partes podrá resolver el contrato, de conformidad con los artículos 40, inciso c), y 44 de la Ley de Contrataciones del Estado, y los artículos 167 y 168 de su Reglamento. De darse el caso, la ENTIDAD procederá de acuerdo a lo establecido en el artículo 169 del Reglamento de la Ley de Contrataciones del Estado.

CLÁUSULA DÉCIMA CUARTO: RESPONSABILIDAD DE LAS PARTES

Cuando una de las partes no ejecute injustificadamente las obligaciones asumidas, debe resarcir a la otra parte por los daños y perjuicios ocasionados, a través de la indemnización correspondiente. Ello no obsta la aplicación de las sanciones administrativas, penales y pecuniarias a que dicho incumplimiento diere lugar, en el caso que éstas correspondan.
Lo señalado precedentemente no exime a ninguna de las partes del cumplimiento de las demás obligaciones previstas en el presente contrato.

CLÁUSULA DÉCIMA QUINTA: MARCO LEGAL DEL CONTRATO

Sólo en lo no previsto en este contrato, en la Ley de Contrataciones del Estado y su Reglamento, en las directivas que emita el OSCE y demás normativa especial que resulte aplicable, serán de aplicación supletoria las disposiciones pertinentes del Código Civil vigente, cuando corresponda, y demás normas de derecho privado.

CLÁUSULA DÉCIMA SEXTA: SOLUCIÓN DE CONTROVERSIAS

Cualquiera de las partes tiene el derecho a iniciar el arbitraje administrativo a fin de resolver las controversias que se presenten durante la etapa de ejecución contractual dentro del plazo de caducidad previsto en los artículos 144, 170, 175, 176, 177 y 181 del Reglamento o, en su defecto, en el artículo 52 de la Ley de Contrataciones del Estado.

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Facultativamente, cualquiera de las partes podrá someter a conciliación la referida controversia, sin perjuicio de recurrir al arbitraje en caso no se llegue a un acuerdo entre ambas, según lo señalado en el artículo 214 del Reglamento de la Ley de Contrataciones del Estado.
El Laudo arbitral emitido es definitivo e inapelable, tiene el valor de cosa juzgada y se ejecuta como una sentencia.

CLÁUSULA DÉCIMA SÉTIMA: FACULTAD DE ELEVAR A ESCRITURA PÚBLICA

Cualquiera de las partes podrá elevar el presente contrato a Escritura Pública corriendo con todos los gastos que demande esta formalidad.

CLÁUSULA DÉCIMA OCTAVA: DOMICILIO PARA EFECTOS DE LA EJECUCIÓN CONTRACTUAL

Las partes declaran el siguiente domicilio para efecto de las notificaciones que se realicen durante la ejecución del presente contrato:
Domicilio de la Entidad: Calle Uno Oeste Nº 050, Urbanización Córpac, Distrito de San Isidro.
Domicilio del Contratista: 1700 Pennsylvania Ave, NW, Suite # 200, Washington DC 20006-4707.
La variación del domicilio aquí declarado de alguna de las partes debe ser comunicada a la otra parte, formalmente y por escrito, con una anticipación no menor de quince (15) días calendario.

De acuerdo con la propuesta técnica y económica y las disposiciones del presente contrato, las partes lo firman por duplicado en señal de conformidad en la ciudad de Lima, al primer día del mes de junio de 2015.

"LA ENTIDAD"

EL CONTRATISTA

DTB Associates, LLP
1700 Pennsylvania Ave, NW
Suite 200
Washington, DC 20006

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