

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.

<b>1. Name and Address of Registrant</b> Otto Reich Associates, LLC 1001 Pennsylvania Ave NW, 11th Floor Washington, DC 20004	<b>2. Registration No.</b> <div style="font-size: 2em; font-family: cursive;">60235</div>
<b>3. Name of Foreign Principal</b> The Embassy of the Republic of Guatemala	<b>4. Principal Address of Foreign Principal</b> The Embassy of Guatemala 2220 R Street, NW Washington, DC 20008

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

☒ Government of a foreign country<sup>1</sup>

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
     The Embassy of Republic of Guatemala

b) Name and title of official with whom registrant deals  
     Ambassador Julio Ligorria, Ambassador of Guatemala to the United States

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**7. If the foreign principal is a foreign political party, state:**

a) Principal address  
     Not Applicable

b) Name and title of official with whom registrant deals   Not Applicable

c) Principal aim   Not Applicable

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

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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.

Not Applicable

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 ☐

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

Not Applicable

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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.

Not Applicable

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**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
July 24, 2014	Otto J Reich, President	/s/ Otto J Reich

eSigned

U.S. Department of Justice

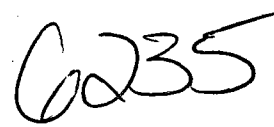
Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Otto Reich Associates, LLC	2. Registration No.  
3. Name of Foreign Principal  The Republic of Guatemala	

**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.

Peck, Madigan, Jones, & Stewart, Inc. has been retained to assist the Republic of Guatemala with its strategic relationships with the Administration, Congress and US foreign policy and opinion leaders to promote development assistance and security cooperation. Otto Reich Associates, LLC has been subcontracted by Peck, Madigan, Jones, & Stewart, Inc. to assist them in this process.

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

Peck, Madigan, Jones, & Stewart, Inc. has been retained to assist the Republic of Guatemala with its strategic relationships with the Administration, Congress and US foreign policy and opinion leaders to promote development assistance and security cooperation. Otto Reich Associates, LLC has been subcontracted by Peck, Madigan, Jones, & Stewart, Inc. to assist them in this process.

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.

Peck, Madigan, Jones, & Stewart, Inc. has been retained to assist the Republic of Guatemala with its strategic relationships with the Administration, Congress and US foreign policy and opinion leaders to promote development assistance and security cooperation. Otto Reich Associates, LLC has been subcontracted by Peck, Madigan, Jones, & Stewart, Inc. to assist them in this process.

## 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
July 24, 2014	Otto J Reich, President	/s/ Otto J Reich eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**CONTRACT FOR PROFESSIONAL SERVICES**

In the city of Washington, District of Columbia, United States of America, on this the fifteenth of July, two thousand fourteen, in the offices occupied by the Embassy of Guatemala in the United States of America, retained the services of Peck, Madigan, Jones & Stewart, Inc., in accordance with the Certificate of Acceptance of Office number nine hundred and forty seven (947) dated the fourth of September of the year two thousand and thirteen, issued in this embassy in follow-up of Memorandum RH dash DEX dash INS dash one hundred and fifty one dash two thousand and thirteen (RH-DEX-INS-141-2013) dated the twenty seventh of August, two thousand and thirteen, raised by the Department of Human Resources, and in accordance with Memorandum number zero thirty seven dash two thousand and fourteen (037-2014) classification UDAF, dated the twentieth of May, two thousand and fourteen. Peck, Madigan, Jones & Stewart, Inc. will retain the Consulting Firm of Otto Reich Associates, LLC, who for the legal purposes of this contract, hereby agree to the following:

**FIRST**

**PROFESSIONAL SERVICES PROVIDED BY THE CONTRACTED PARTY.**

Otto Reich Associates, LLC will provide the services of strategic consulting, assistance and advice to Peck, Madigan, Jones & Stewart, Inc. with the aim that these services will contribute, in the short-term, to improve the perception, reputation and the understanding of the reality of Guatemala, and will strengthen the capacity of action of the Guatemalan Embassy in Washington, D.C. The details of the services to be provided are described in the terms of reference and the proposal submitted by Otto Reich Associates, LLC and Peck, Madigan, Jones & Stewart, Inc.

Peck, Madigan, Jones & Stewart, Inc. with Otto Reich Associates, LLC will seek to perform the actions that lead these services to achieve the following specific objectives:

1. Design a strategy to move forward on the change of narrative from Guatemala to Washington, D.C. allowing representatives in the North American political parties that are willing to abandon the reference of the Guatemala of the 1970s and 1980's, as well as of the last century, and are eager to talk about the present and future of Guatemala of the 21st century.
2. Develop the relationship between the Government of Guatemala and the Administration including the United States Trade Representative and National Security Council. In addition, promote the Government of Guatemala's relationship with other Executive Branch agencies such as the Department of State, Department of Homeland Security, Department of Defense, and any additional agencies as appropriate during the second half of 2014.
3. Engage with Congress and other organizations that are considered important in the city of Washington, D.C.

4. Perform information gathering to identify and evaluate the relationships in Congress that promote the ability of Guatemala to establish a strategy that can make measurable improvements toward our goals.
5. Build a network of key representatives in Congress from both parties and both Chambers, and officials of Executive Branch agencies, enabling officers of the Embassy of Guatemala in Washington, D.C. to have access to thought leaders and champions of the Guatemalan cause; broadening and strengthening relationships in the Congress of the United States.
6. Develop a strategy that can advance military cooperation between the United States of America and Guatemala, which is supported by the U.S. State and Foreign Operations Appropriations bill.
7. Work with the U.S. Department of Defense to achieve an increase of cooperation with Guatemala defense organizations.
8. Identify, evaluate and establish relationships with think-tanks and influential organizations, appropriate to perform actions by promoting conferences and forums to approach those issues which are of priority interest to the Government of Guatemala and who need to be positively positioned in Washington, D.C.
9. Support the advocacy of the Embassy to the Department of Homeland Security regarding the Department's policy on temporary workers, including those employed in the US agriculture sector.

The Contracted Party must perform the following activities in accordance with the terms of reference and the work proposal received:

- Enrich the relationship between the Government of Guatemala with the U.S. Executive Office of the President of the United States, including the agencies of the United States Trade Representative and National Security Council, as well as the Department of State, the Department of Homeland Security, Department of Defense, and any additional agencies that may correspond under the direction of the Guatemalan Embassy in Washington, D.C.
- The analysis of the situation and assessment of the challenges.
- Identify the key authorities and design a strategy in relation with the Government of Guatemala.
- Meetings with members of Congress to be held with officials of the Government of Guatemala or Guatemalan Embassy in Washington, D.C.
- Presentations in meetings or conferences held before groups recognized as think tanks on issues of migration, trade and human rights.

- Participate in a couple of specialized forums of great coverage and participation of special guests.

## **SECOND**

### **PRESENTATION, REVIEW AND APPROVAL OF REPORTS**

Peck, Madigan, Jones & Stewart, Inc. in conjunction with Otto Reich Associates, LLC will submit 2 progress reports and 1 final report, submitting two copies of each one, along with electronic copies to the Ministry of Foreign Relations of Guatemala. The reports must contain the explanation of the activities performed, as well as the means of verification (lists, records, articles, videos, etc.) and the photographs that support them. The report must also explain how it is that these actions are helping to advance toward the goal of improving the image of the country. The Ministry of Foreign Relations of Guatemala will review reports and has the authority to request clarifications from Peck, Madigan, Jones & Stewart, Inc. and Otto Reich Associates, LLC. The final approval of the reports will correspond to the Ambassador of Guatemala in the United States, based in Washington, D.C.

## **THIRD**

### **PAYMENT TO THE CONTRACTED PARTY**

For the services described above for the Ministry of Foreign Relations of Guatemala, Peck, Madigan, Jones & Stewart, Inc., will pay the Otto Reich Associates, LLC the total amount of one hundred thirteen thousand five United States Dollars (USD \$ 113,500). (If) any fees are assessed by the Ministry of Foreign Relations of Guatemala, this will in turn reduce Otto Reich Associates, LLC's total payment. Payment to Otto Reich Associates, LLC will be made after receipt from the Ministry of Foreign Relations of Guatemala. Said fees include all of the general and operating expenses that the Contracted Party may incur for the provision of the services.

## **FOURTH**

### **METHOD OF PAYMENT**

Partial payments will be made, against delivery and approval of the progress reports and the final report. The first payment will be for twenty percent (20%), equivalent to twenty two thousand seven hundred United States Dollars (USD \$22,700) against the delivery and approval of the first progress report, at 30 days. The second payment will be for forty percent (40%), equivalent to forty-five thousand four hundred United States Dollars (USD \$45,400), against the delivery and approval of the second progress report, at 90 days. The third and final payment will be for the remaining forty percent (40%), equivalent to forty-five thousand four hundred United States Dollars (USD \$45,400), at the conclusion of the consulting against delivery and approval of the Final Report.

**FIFTH**

**CONFIDENTIALITY, CONFLICT OF INTEREST AND REGISTRATION**

All information provided to Otto Reich Associates is confidential and propriety to the Embassy of Guatemala and shall not be disclosed to any third party by Otto Reich Associates without the prior written consent of Peck, Madigan, Jones & Stewart, Inc.

Otto Reich Associates shall register and comply with any and all campaign finance and reporting laws and rules, including the Foreign Agents Registration Act.

Otto Reich Associates represents that there is no and will be no conflict of interest between its performance under this agreement and its engagement as an independent contract by others. In the event that Otto Reich Associates believe that there may be a conflict of interest, Otto Reich Associates will advise Peck, Madigan, Jones & Stewart, Inc. immediately.

**SIXTH**

**TERM**

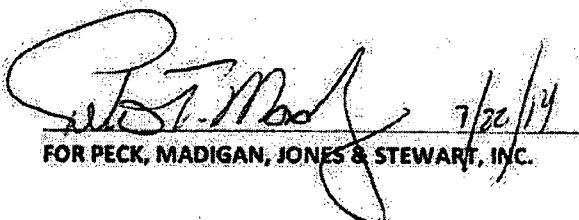
The term of this contract is from July 15, 2014 to December 15, 2014. However, Peck, Madigan, Jones & Stewart, Inc. reserves the right to unilaterally cancel the contract without any responsibility on its part, at any time.

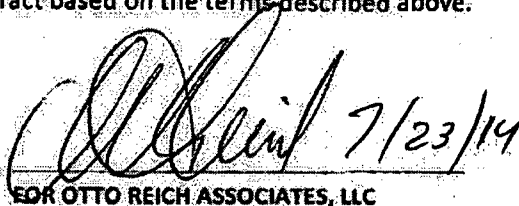
**SEVENTH**

**ARBITRATION**

In accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The single arbitrator has no jurisdiction to enter any award of punitive damages. The arbitration shall take place in Washington, D.C. The results of, and all documents submitted in, any arbitration under this clause are and shall remain confidential. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

THEREFORE, the parties, on this the 22 of July, 2014, in the city of Washington, D.C., of the United States of America, agree to enter into this contract based on the terms described above.

  
FOR PECK, MADIGAN, JONES & STEWART, INC. 7/22/14

  
FOR OTTO REICH ASSOCIATES, LLC 7/23/14



### **CONTRACT FOR PROFESSIONAL SERVICES**

In the city of Washington, District of Columbia, United States of America, on this the fifteenth of July, two thousand fourteen, in the offices occupied by the Embassy of Guatemala in the United States of America, gathered, on the one hand, José Julio Alejandro Ligorria Carballido, fifty eight years of age, unmarried, a businessman, of Guatemalan nationality, domiciled in Washington, District of Columbia, who identified himself with Diplomatic Passport No. \_\_\_\_\_, issued on August twenty eighth, two thousand and thirteen, by the General Department of Immigration of Guatemala, who is acting in his capacity as Mission Director of the Embassy of Guatemala in the United States of America, in accordance with the Certificate of Acceptance of Office number nine hundred and forty seven (947) dated the fourth of September of the year two thousand and thirteen, issued in this embassy in follow-up of Memorandum RH dash DEX dash INS dash one hundred and fifty one dash two thousand and thirteen (RH-DEX-INS-141-2013) dated the twenty seventh of August, two thousand and thirteen, raised by the Department of Human Resources, and in accordance with Memorandum number zero thirty seven dash two thousand and fourteen (037-2014) classification UDAF, dated the twentieth of May, two thousand and fourteen; and who for the legal purposes of this contract will hereinafter be referred to as "The Contracting Party"; and on the other hand, Mr. Peter Thomas Madigan, fifty five years of age, married, a political consultant, citizen of the United States and a local resident, who identified himself with Driver's License No. A twenty three dash eighty three dash seven hundred and thirty seven ( \_\_\_\_\_ ) issued in the State of \_\_\_\_\_, on behalf of the Consulting Firm of Peck Madigan Jones, who for the legal purposes of this contract, will hereinafter be referred to as "The Contracted Party" and who empowered to enter into this contract, hereby agree to the following:

#### **FIRST**

#### **PROFESSIONAL SERVICES PROVIDED BY THE CONTRACTED PARTY.**

The Contracted Party will provide the services of strategic consulting, assistance and advice to the Contracting Party with the aim that his services will contribute, in the short-term, to improve the perception, reputation and the understanding of the reality of Guatemala, and will strengthen the capacity of action of the Guatemalan Embassy in Washington, D.C. The details of the services to be provided are described in the terms of reference and the proposal submitted by the Contracted Party and approved by the Contracting Party.

The Contracted Party will seek to perform the actions that lead his services to achieve the following specific objectives:

1. Design a strategy to move forward on the change of narrative from Guatemala to Washington, D.C. allowing representatives in the North American political parties that are willing to abandon the reference of the Guatemala of the 1970s and 1980's, as well as of the last century, and are eager to talk about the present and future of Guatemala of the 21st century.
2. Develop the relationship between the Government of Guatemala and the Administration including the United States Trade Representative and National Security Council. In addition, promote the Government of Guatemala's relationship with other Executive Branch agencies such as the Department of State, Department of Homeland Security, Department of Defense,

and any additional agencies as appropriate during the second half of 2014.

3. Engage with Congress and other organizations that are considered important in the city of Washington, D.C.
4. Perform information gathering to identify and evaluate the relationships in Congress that promote the ability of Guatemala to establish a strategy that can make measurable improvements toward our goals.
5. Build a network of key representatives in Congress from both parties and both Chambers, and officials of Executive Branch agencies, enabling officers of the Embassy of Guatemala in Washington, D.C. to have access to thought leaders and champions of the Guatemalan cause; broadening and strengthening relationships in the Congress of the United States.
6. Develop a strategy that can advance military cooperation between the United States of America and Guatemala, which is supported by the U.S. State and Foreign Operations Appropriations bill.
7. Work with the U.S. Department of Defense to achieve an increase of cooperation with Guatemala defense organizations.
8. Identify, evaluate and establish relationships with think-tanks and influential organizations, appropriate to perform actions by promoting conferences and forums to approach those issues which are of priority interest to the Government of Guatemala and who need to be positively positioned in Washington, D.C.
9. Support the advocacy of the Embassy to the Department of Homeland Security regarding the Department's policy on temporary workers, including those employed in the US agriculture sector.

The Contracted Party must perform the following activities in accordance with the terms of reference and the work proposal received:

- Enrich the relationship between the Government of Guatemala with the U.S. Executive Office of the President of the United States, including the agencies of the United States Trade Representative and National Security Council, as well as the Department of State, the Department of Homeland Security, Department of Defense, and any additional agencies that may correspond under the direction of the Guatemalan Embassy in Washington, D.C.
- The analysis of the situation and assessment of the challenges.
- Identify the key authorities and design a strategy in relation with the Government of Guatemala.

- At least 35 meetings with members of Congress to be held with officials of the Government of Guatemala or Guatemalan Embassy in Washington, D.C.
- At least 3 presentations in meetings or conferences held before groups recognized as think tanks on issues of migration, trade and human rights.
- At least 2 participations in specialized forums of great coverage and participation of special guests.

## **SECOND**

### **PRESENTATION, REVIEW AND APPROVAL OF REPORTS**

The Contracted Party will submit 2 progress reports and 1 final report, submitting two copies of each one, along with electronic copies. The reports must contain the explanation of the activities performed, as well as the means of verification (lists, records, articles, videos, etc.) and the photographs that support them. The report must also explain how it is that these actions are helping to advance toward the goal of improving the image of the country. The Contracting Party will review said reports and has the authority to request clarifications from the Contracted Party. The final approval of the reports will correspond to the Ambassador of Guatemala in the United States, based in Washington, D.C.

## **THIRD**

### **PAYMENT TO THE CONTRACTED PARTY**

For the services described above, the Ministry of Foreign Relations of Guatemala, through the Contracting Party, will pay to the Contracted Party the total amount of two hundred and forty six thousand five hundred United States Dollars (USD \$ 246,500). Said fees include all of the general and operating expenses that the Contracted Party may incur for the provision of the services.

## **FOURTH**

### **METHOD OF PAYMENT**

Partial payments will be made, against delivery and approval of the progress reports and the final report. The first payment will be for twenty percent (20%), equivalent to forty nine thousand three hundred United States Dollars (USD \$49,300) against the delivery and approval of the first progress report, at 30 days. The second payment will be for forty percent (40%), equivalent to ninety eight thousand six hundred United States Dollars (USD \$98,600), against the delivery and approval of the second progress report, at 90 days. The third and final payment will be for the remaining forty percent (40%), equivalent to ninety eight thousand six hundred United States Dollars (USD \$98,600), at the conclusion of the consulting against delivery and approval of the Final Report.

**FIFTH  
TERM**

The term of this contract is from July 15 to December 15, 2014. However, the Contracting Party reserves the right to unilaterally cancel the contract without any responsibility on its part, at any time.

THEREFORE, the parties, on this the 15th of July, 2014, in the city of Washington, D.C., of the United States of America, agree to enter into this contract based on the terms described above.

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**FOR THE CONTRACTING PARTY**

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**FOR THE CONTRACTED PARTY**



*Embajada de Guatemala*

*Washington, D.C.*

## CONTRATO DE SERVICIOS PROFESIONALES

En la ciudad de Washington, Distrito de Columbia, Estados Unidos de América, el día quince de julio de dos mil catorce, en las oficinas que ocupa la Embajada de Guatemala en los Estados Unidos de América se encuentran, por una parte José Julio Alejandro Ligorria Carballido, de cincuenta y ocho años, soltero, empresario, guatemalteco, con domicilio en Washington, Distrito de Columbia, quien se identifica con el Pasaporte Diplomático número , emitido el veintiocho de agosto de dos mil trece por la Dirección General de Migración de Guatemala, quien actúa en calidad de Jefe de Misión de la Embajada de Guatemala en los Estados Unidos de América conforme el Acta de toma de posesión número novecientos cuarenta y siete (947) de fecha cuatro de septiembre de dos mil trece, emitida en esta Embajada en seguimiento al Memorando RH guión DEX guión INS guión ciento cincuenta y uno guión dos mil trece (RH-DEX-INS-141-2013) de fecha veintisiete de agosto de dos mil trece, levantada por la Dirección de Recursos Humanos, y de acuerdo al Memorando número cero treinta y siete guión dos mil catorce (037-2014) clasificación UDAF, de fecha veinte de mayo de dos mil catorce; y que para los efectos legales de este contrato se le denominará "El Contratante"; y por la otra parte, el Señor Peter Thomas Madigan de cincuenta y cinco años, casado, consultor político, estadounidense, de este domicilio, quien se identifica con la licencia de conducir número A veintitrés guión ochenta y tres guión setecientos treinta y siete , emitida en el Estado de , en nombre de la Firma Consultora Peck Madigan Jones, que para los efectos legales del presente contrato se le denominará "El Contratado" y quienes facultados para el presente contrato, acuerdan lo siguiente:

### PRIMERO

#### SERVICIOS PROFESIONALES PRESTADOS POR EL CONTRATADO.

El Contratado prestará servicios de consejo, ayuda y asesoría estratégica al Contratante, con el objetivo que sus servicios contribuyan en el corto plazo a mejorar la percepción, reputación, la comprensión de la realidad de Guatemala y fortalecer la capacidad de acción de la Embajada de Guatemala en Washington DC. Los detalles de los servicios a prestar se describen en los términos de referencia y la propuesta presentada por el Contratado y aprobada por el Contratante.

El Contratado buscará realizar las acciones que orienten sus servicios a alcanzar los siguientes objetivos específicos:

1. Diseñar una estrategia para seguir adelante en el cambio de la narrativa de Guatemala a Washington DC, permitiendo que los actores en los partidos políticos norteamericanos abandonen la referencia de la Guatemala de los años 70 y 80 del



*Embajada de Guatemala*

*Washington, D.C.*

siglo pasado y estén dispuestos a hablar sobre el presente y el futuro de Guatemala del siglo XXI.

2. Fortalecer la relación entre el Gobierno de Guatemala y el Organismo Ejecutivo de los Estados Unidos, incluyendo la oficina del representante comercial de Estados Unidos y el Consejo de Seguridad Nacional. Además, promover la relación del Gobierno de Guatemala con organismos de la administración, tales como el Departamento de Estado, Departamento de Seguridad Nacional, Departamento de Defensa y las agencias adicionales según corresponda durante el segundo semestre de 2014.
3. Fortalecer las relaciones con el Congreso de los Estados Unidos y otras organizaciones que se consideran importantes en la ciudad de Washington, D.C.
4. Realizar la recolección de información para evaluar las relaciones en el Congreso que promueven la capacidad de Guatemala para establecer una estrategia que puede hacer mejoras mesurables hacia nuestros objetivos.
5. Construir una red de actores clave en el Congreso de ambos partidos y cámaras, así como funcionarios de instituciones de la administración central, permitiendo a los funcionarios de la Embajada de Guatemala en Washington, D.C., tener acceso a los líderes y campeones de la causa guatemalteca, ampliar y fortalecer las relaciones en la legislatura de los Estados Unidos.
6. Desarrollar una estrategia para abordar la cooperación militar entre Estados Unidos y Guatemala.
7. Trabajar con el Departamento de Defensa de Estados Unidos para lograr el aumento de la cooperación con Guatemala, en esta materia.
8. Identificar, evaluar y establecer la relación de los tanques de pensamiento (think tanks) y organizaciones influyentes, apropiadas para llevar a cabo conferencias y foros. De manera de colocar temas de interés prioritario para el Gobierno de Guatemala y que necesitan establecerse positivamente en Washington DC.
9. Apoyar en la promoción de la relación con el Departamento de Seguridad Nacional en su posición política, respecto a los trabajadores temporales, incluyendo a los empleados en el sector agrícola.

El Contratado deberá realizar las siguientes actividades de acuerdo a los términos de referencia y propuesta de trabajo recibida:

- Enriquecer la relación entre el Gobierno de Guatemala con la Oficina Ejecutiva del Presidente de los Estados Unidos, incluyendo las agencias de Representante Comercial de Estados Unidos y el Consejo Nacional de Seguridad, así como el Departamento de Estado, el Departamento de Seguridad Nacional, Departamento de Defensa y las agencias adicionales según corresponda y bajo la dirección de la Embajada de Guatemala.
- El análisis de la situación y evaluación de los desafíos.



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- Identificar a las principales autoridades y diseñar una estrategia en relación a ellas con el Gobierno de Guatemala.
- Por lo menos 35 reuniones con miembros del Congreso que se celebrarán con funcionarios del Gobierno de Guatemala o de la Embajada de Guatemala en Washington, D.C.
- Al menos 3 presentaciones en reuniones o conferencias ante grupos reconocidos como los tanques de pensamiento (think tanks) sobre temas de migración, comercio y derechos humanos.
- Por lo menos 2 participaciones en foros especializados de gran cobertura y participación de invitados especiales.

## **SEGUNDO**

### **PRESENTACIÓN, REVISIÓN Y APROBACIÓN DE INFORMES**

El Contratado presentará 2 informes de progreso y 1 informe final, entregando dos copias de cada uno y copias electrónicas. Los informes deberán contener la explicación de las actividades realizadas, así como los medios de verificación (listados, ayuda memoria, artículos, videos, etc.) y las fotografías que los apoyan. Deberán también explicar cómo es que a través de estas acciones se está avanzando para mejorar la imagen de país. El Contratante revisará los mismos y tiene la potestad de solicitar aclaraciones a El Contratado. La aprobación final de los informes estará a cargo del Embajador de Guatemala en Estados Unidos con sede en Washington, D.C.

## **TERCERO**

### **PAGO AL CONTRATADO**

Por los servicios arriba señalados, el Ministerio de Relaciones Exteriores de Guatemala, por intermedio de El Contratante pagará a El Contratado el monto total de doscientos cuarenta y seis mil quinientos dólares americanos (USD 246,500). Tales honorarios incluyen todos los gastos generales y de funcionamiento que El Contratado incurra para la prestación de servicios.

## **CUARTO**

### **METODO DE PAGO**

Se realizarán pagos parciales, contra entrega y aprobación de los informes de avance y final. El primer pago será de veinte por ciento (20%) equivalente a cuarenta y nueve mil trescientos dólares americanos (USD 49,300) contra entrega y aprobación del 1er. informe de avance, a los 30 días. El segundo pago será de cuarenta por ciento (40%) equivalente a noventa y ocho mil seiscientos dólares americanos (USD 98,600) contra entrega y aprobación del 2do. informe de avance a los 90 días. El tercer pago y final será del



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restante cuarenta por ciento (40%) equivalente a noventa y ocho mil seiscientos dólares americanos (USD 98,600), al finalizar la consultoría contra entrega y aprobación del informe Final.

**QUINTO  
PLAZO**

El plazo de este contrato es del 15 de julio al 15 de diciembre de 2014. No obstante, el Contratante se reserva el derecho de rescindir unilateralmente el contrato sin ninguna responsabilidad de su parte en cualquier momento.

POR LO TANTO, las partes, este día 15 de julio de 2014, en la ciudad de Washington D.C. de Estados Unidos de América, acuerdan en hacer este contrato en base a los términos arriba descritos.

A handwritten signature in black ink, appearing to be "R. M. S.", written over a horizontal line.

**POR EL CONTRATANTE**

A handwritten signature in black ink, appearing to be "R. M. S.", written over a horizontal line.

**POR EL CONTRATADO**