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OMB No. 1124-0006; Expires May 31, 2020

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 https://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: https://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: https://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, Counterintelligence and Export Control 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.
SORINI SAMET & ASSOCIATES, LLC 540 N. LINCOLN STREET HINSDALE, IL	5839

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Department of Trade and Industry, Republic of the Philippines	4th Floor, Industry and Investments Building, #385 Sen. Gil Puyat Avenue, Makati City, Philippines

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

Department of Trade and Industry

b) Name and title of official with whom registrant deals

Dr. Ceferino S. Rodolfo, Undersecretary, Industry Development and Trade Policy Group

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.

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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.

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
July 05, 2018	Ron Sorini, Principal	/s/ Ron Sorini eSigned

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OMB No. 1124-0004; Expires May 31, 2020

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 https://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: https://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: https://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, Counterintelligence and Export Control 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.
SORINI SAMET & ASSOCIATES, LLC	5839

3. Name of Foreign Principal

Department of Trade and Industry, Republic of the Philippines

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Registrant will provide consulting and research services, possibly including outreach to U.S. officials and relevant private sector organizations, related to a possible free trade agreement between the U.S. and the Philippines. Note: Registrant is filing a copy of the Agreement that is not fully executed; Registrant will file a copy of the fully-executed Agreement once it has been received.

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

Please see attached contract. Registrant will provide consulting and research services, possibly including outreach to U.S. officials and relevant private sector organizations, related to a possible free trade agreement between the U.S. and the Philippines.

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

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see attached contract. Registrant will provide consulting and research services, possibly including outreach to U.S. officials and relevant private sector organizations, related to a possible free trade agreement between the U.S. and the Philippines.

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 05, 2018	Ron Sorini, Principal	/s/ Ron Sorini 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.

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CONTRACT FOR PROFESSIONAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The **DEPARTMENT OF TRADE AND INDUSTRY**, a national government agency of the Republic of the Philippines (PH), with office address at 4th Floor, Industry and Investments Building, #385 Sen. Gil Puyat Avenue, Makati City, Philippines represented in this act by **Dr. Ceferino S. Rodolfo, Undersecretary, Industry Development and Trade Policy Group** and herein after referred to as the **DTI**;

- and -

Mr. RONALD J. SORINI, of legal age, an American citizen, with office address at 700 13th Street, NW Suite 930, Washington, DC, USA, 2005, and hereinafter referred to as the **Consultant**;

WITNESSETH:

WHEREAS, the DTI is the government agency mandated to serve as the primary coordinative, promotive, and facilitative arm for trade, industry and investment activities, and a catalyst for intensified private sector activity to accelerate and sustain economic growth;

WHEREAS, the DTI is in need of a Washington, DC (United States) - based Consultant that can perform **Trade Intelligence Services To Support A Prospective Philippines-United States Free Trade Agreement (PH-US FTA);**

WHEREAS, the services to be performed by the Consultant is of such magnitude and/or scope as would require a level of expertise or attention beyond the optimum in-house capability of DTI and is not currently performed by DTI's regular personnel;

WHEREAS, the Consultant, by virtue of the prestige, professional expertise, experience, and official recognition he possesses, is determined by the DTI to be highly qualified to render the services required by DTI under this contract and has signified intention, which the DTI has accepted, to enter into this contract with and provide such services to DTI;

WHEREAS, the Consultant shall undertake trade intelligence services to support a prospective Philippines-United States Free Trade Agreement (PH-US FTA);

WHEREAS, DTI has an approved budget for the hiring of the Consultant;

WHEREAS, the DTI-BAC Resolution No. 73 s.2018, entitled "A Resolution Recommending Approval of the Adoption and Award the Contract for the Procurement of Professional Service using Alternative Mode of Procurement (Highly Technical Consultant) in favor of Mr. Ronald J. Sorini" has been complied with in the hiring of the Consultant;

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NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby execute this contract, subject to the following terms and conditions:

1. The DTI hereby contracts the services of the Consultant for the period 01 July 2018 to 31 December 2018.

2. That the Consultant shall be paid a Service Fee in the amount of Five Thousand Dollars (USD5,000.00) per month, equivalent to Two Hundred Seventy-Five Thousand Pesos (PHP275,000.00) at the exchange rate of USD1.00 = PHP55.00, per month for six (6) months, covering the contract period, for a total contract amount of Thirty Thousand Dollars (USD30,000) equivalent to One Million Six Hundred Fifty Thousand Pesos (PHP1,650,000.00) which shall include all taxes and which shall be paid according to the schedule of payment in the attached Terms of Reference, subject to applicable accounting and auditing rules and regulations.

   Payments shall made quarterly, with the final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the DTI. The Services shall be deemed completed and finally accepted and the final report and final statement shall be deemed approved by the DTI as satisfactory ninety (90) calendar days after its receipt of the final report and final statement unless the DTI, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail the deficiencies in the services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days or within a reasonable extended period of time granted by the DTI, and upon completion of such corrections, the foregoing process shall be repeated.

   Upon termination of this contract pursuant to clauses relating to termination during its effectivity, the DTI shall make the following payments to the Consultant:

   (a) Remuneration for services satisfactorily performed prior to the effective date of termination;

   (b) Reimbursable expenditures actually incurred prior to the effective date of termination, if any, pursuant to applicable government rules on remuneration for reimbursable expenditures; and

   (c) In the case of termination pursuant to the clause on force majeure, reimbursement of any reasonable cost incident to the prompt and orderly termination of this contract including the cost of the return travel of the Consultant's personnel, and their eligible dependents, if applicable.

3. Expenses incurred by the Consultant in the course of fulfilling the obligations of this Contract and the TOR shall not be charged to DTI.

4. The Consultant shall perform for the DTI the functions enumerated in Section 2

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Scope of Work and deliver the outputs listed in Section 3 in the attached TOR.

5. That the DTI shall perform the following duties and responsibilities:

   a. To ensure that payment will be made according to the mode of payment agreed upon in this contract; and

   b. To ensure that the provisions of this contract are duly implemented.

6. That this Contract may not be transferred or assigned by the Consultant to any third party without the prior written consent of DTI. For purposes of this provision, third party to this Contract shall mean any entity or person other than the Consultant.

7. That the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the services. For this purpose, "confidential information" means any information or knowledge acquired by the DTI and/or its personnel arising out of, or in connection with the performance of the services under this Contract that are not otherwise available to the public.

8. In the performance of their obligations under this agreement, the parties shall ensure the privacy and security of any and all confidential, privileged, personal and/or sensitive personal information that the parties and their officers, employees, or agents may have access to; and shall store, use, process and dispose the said confidential, privileged, personal and/or sensitive personal information in accordance with Republic Act 10173 otherwise known as the "Data Privacy Act of 2012," and its Implementing Rules and Regulations (IRR) and applicable issuances issued by the National Privacy Commission. This clause shall survive the termination or expiration of this agreement. Any violation of this clause and any of the provisions of the Data Privacy Act and its IRR by the parties and their officers, employees, or agents shall be subject to the corresponding sanctions, penalties or fines under the said law without prejudice to any other civil and/or criminal liability, as may be applicable.

9. That this Contract may be terminated by prior to its end period upon a thirty (30) calendar days prior written notice, duly accepted and consented by the other party, under the following circumstances:

   a. Outside of force majeure, failure of the Consultant to deliver or perform the outputs and deliverables within specified period(s) herein or within any extension thereof granted by the DTI;

   b. As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the outputs and deliverables within a period of time granted by the DTI to the Consultant or for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the DTI stating that the circumstance of force majeure is deemed to have ceased;

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c. Determination by the Head of the Procuring Entity or its duly authorized official or representative of the existence of conditions that will make the implementation of the contract economically, financially or technically impractical and/or unnecessary such as, but not limited to, fortuitous events or changes in law and national government policies;

d. Declaration of bankruptcy or insolvency of the Consultant as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DTI and/or the Consultant;

e. Prima facie determination that the Consultant has engaged, before or during the implementation of this contract, in unlawful deeds and behaviors relative to contract acquisition and implementation;

f. Failure by the Consultant to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of a notice of suspension of payment from the DTI;

g. The Consultant fails to perform any other obligation under the contract;

h. Prima facie determination that the Consultant violated any policy being implemented by the DTI.

i. If the program/project/activities for which the Consultant was hired is cancelled;

j. If the Consultant falls short of the standards in terms of performing the assigned duties and responsibilities; or

k. Any other justifiable reason.

10. The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract. Unless otherwise agreed herein, force majeure shall not include:

(a) Any event which is caused by the negligence or intentional action of a party or such party's subconsultants, agents, or employees;

(b) Any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this contract and avoid or overcome in the carrying out of its obligations hereunder;

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(c) Insufficiency of funds or failure to make any payment required hereunder; or

(d) The DTI's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.

11. Performance of services shall be made by the Consultant in accordance with the time schedule prescribed by the DTI.

Except in cases of force majeure, a delay by the Consultant in the performance of its obligations shall render the Consultant liable to the imposition of liquidated damages at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the DTI may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

12. All outputs and related materials, if any, resulting from this Contract shall belong to and remain the property of DTI upon delivery and acceptance. The delivery must be accompanied by a detailed inventory of the said creations. Unless otherwise authorized by law, no use or exploitation in any manner, whether for profit or otherwise, of any of the said outputs or materials created under this Contract shall be made by the Consultant without the prior written consent of DTI.

In case only portions of the creations are acceptable to the DTI and the said portions are identifiable and can be used separately, the DTI may appropriate the said portions likewise upon delivery and acceptance. Ownership in the remaining portions shall remain in the Consultant. The transfer of ownership to the DTI shall include the transfer of the intellectual property rights over the said creations, or over the identifiable portions thereof if applicable. The said intellectual creations including restrictions on future use thereof, if any, shall be subject to the Intellectual Property Code of the Philippines and applicable laws. In case there are third-party claims of such infringement of intellectual property rights, the Consultant shall hold the DTI free and harmless against such claims.

13. Upon termination or expiration of this contract, the parties shall take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and/or materials furnished by the DTI, if any, they shall be delivered by the Consultant to the DTI, together with a detailed inventory thereof and shall be disposed of in accordance with the DTI's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the DTI in writing, shall insure it at the expense of the DTI in an understanding equal to their full replacement value.

14. In case of dispute, claim or action arising out of or related to this contract, the parties shall resolve the dispute through consultations with a view towards

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reaching amicable settlement. However, in case the parties still fail to settle their dispute, the parties agree to bring the same exclusively before the court of proper jurisdiction in the City of Makati, Philippines.

15. The DTI and Consultant shall hold each other exempt/free from any third-party claim/liability arising from the performance of or by reason of the obligations, covenants and stipulations under this Contract.

16. Any amendments to this Contract shall be in writing and signed by both parties involved.

17. No waiver shall be effective unless made in writing. No failure, omission, or delay by any of the parties in exercising any right, power, or remedy under this contract shall operate as a waiver of such right, power or remedy. No waiver of any term, condition, or default of this contract shall be construed as a waiver of any other term, condition or default.

18. If any term or provision of this Contract should be declared illegal or invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force.

19. There shall be no employer-employee relationship between the DTI and the Consultant as a consequence of this contract, and that the services rendered hereunder are not considered and shall not be accredited as government service. Hence, the Consultant shall not be entitled to benefits enjoyed by government employees such as PERA, COLA, RATA and the like. Neither shall he be entitled to overtime pay.

20. The parties undertake to act in good faith with respect to each other's rights and obligations under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract promptly within the specified timelines.

    Consultant shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, materials, and methods. Consultant shall always act, in respect of any matter relating to this contract as faithful adviser to the DTI, and shall at all times support and safeguard the DTI's legitimate interests in any dealings with third parties. Consultant shall furnish to the DTI such information related to the services as the latter may from time to time reasonably request. Consultant shall at all times cooperate and coordinate with the DTI with respect to the carrying out of its obligations under this contract.

21. This contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

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IN WITNESS WHEREOF, the Parties have hereunto affixed their signature on the date and place first above mentioned.

Dr. Ceferino S. Rodolfo
Undersecretary

Mr. Ronald J. Sorini
Consultant

SIGNED in the presence of:

Assistant Secretary Rafaelita M. Aldaba
DTI-IDTPG

_____
Witness

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.

BEFORE ME, a Notary Public for and in the City of Makati, on this_____day of _____ 2018, personally appeared the following:

Name	ID Presented/No.	Date and Place of Issue
Ceferino S. Rodolfo	**Passport No. _____**	**_____ ; DFA Manila**
Ronald J. Sorini	**Passport No. [redacted]**	**15 Nov. 2015 Illinois, USA**

whom I have identified through competent evidence of identity and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of five (5) pages including this page whereon this acknowledgement is written has been signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2018.

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