

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA 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 Mercury Public Affairs, LLC	2. Registration Number 6170
--	--------------------------------

3. Primary Address of Registrant
1130 Connecticut Ave NW, Fourth Floor, Washington, DC 20036

4. Name of Foreign Principal Embassy of Ecuador	5. Address of Foreign Principal 2535 15th Street NW Washington, D.C., DC 20009
--	--

6. Country/Region Represented
ECUADOR

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

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

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Embassy of Ecuador in the United States

b) Name and title of official(s) with whom registrant engages

Soledad Pena Plaza, Deputy Chief of Mission

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.

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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 ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
03/10/2025	David vitter	 /s/David vitter
		
		
		

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

March 7, 2025

David Vitter



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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA 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

Mercury Public Affairs, LLC

2. Registration Number

6170

3. Name of Foreign Principal

Embassy of Ecuador

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/05/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract. Registrant is providing strategic consulting, lobbying, public affairs, and government relations, including outreach to U.S. officials.

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

See attached contract. Registrant is providing strategic consulting, lobbying, public affairs, and government relations, including outreach to U.S. officials.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See attached contract. Registrant is providing strategic consulting, lobbying, public affairs, and government relations, including outreach to U.S. officials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
------	-----------	---------	-----------------------

¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
<u>03/10/2025</u>	<u>David Vitter</u>	<u> /s/David Vitter</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

March 7, 2025

David Vitter



**CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement") is entered into as of March 5, 2025 ("Effective Date"), by and between the Embassy of Ecuador to the United States ("Client" or Contracting Party") and Mercury Public Affairs LLC ("Consultant" or "Contractor"). Each of Client and Consultant may be referred to as a "Party" and collectively as the "Parties."

Preamble:

The current circumstances in the areas of migration, trade, and security between Ecuador and the United States have made it necessary to adopt proactive strategies to strengthen bilateral relations;

That, in exercise of its responsibilities and based on an analysis of the political system of the United States and the current situation, on February 4, 2025, through Memorandum No. MREMH-EECUUSA-2025-0161-M, the Embassy of Ecuador in the United States presented to the Vice Ministry of Human Mobility the "Emergency Justification Report on Migration Matters for Strengthening the Consulates in the United States with the Hiring of Additional Personnel and Strategic Consulting Services." This action aims to consolidate cooperation with key actors within the U.S. administration and Congress;

That, subsequently, on February 5, 2025, the Directorate for the Protection of Ecuadorians Abroad issued a Technical Report, through Official Letter No. MREMH-VMH-2025-0138-M, concluding that "it is considered a priority to strengthen Ecuadorian consular offices in the United States, in order to provide timely assistance and protection to the Ecuadorian community in vulnerable situations, as well as to strengthen the capacity for strategic engagement and contact with the new U.S. authorities, to improve the situation of Ecuador and its citizens in the United States, as outlined in the Contingency Plan." Consequently, it recommended the "declaration of emergency for vulnerable Ecuadorian citizens in the United States";

That, on the same date, an Emergency Cases Commission for Assistance to Fellow Citizens in Vulnerable Situations in the United States of America was convened, which, through Resolution No. 001, recommended "proceeding with the declaration of collective emergency and the consequent preparation of a Ministerial Agreement to urgently and as a priority address the needs and impacts on the Ecuadorian community in the United States of America and strengthen the strategic approach of the Embassy with the new U.S. authorities";

That, on February 6, 2025, through Official Letter No. MREMH-DAJIMH-2025-0115-M, the Legal Coordination issued a favorable opinion and recommended the signing of the Ministerial Agreement



declaring institutional emergency at the collective level by the highest authority of this Ministry. This agreement will enable urgent and priority attention to Ecuadorian citizens in vulnerable situations due to the migration policies implemented by the United States of America;

That, on February 7, 2025, the Minister of Foreign Relations and Human Mobility signed Ministerial Agreement No. 000015, resolving: "To declare the institutional emergency situation at the Ministry of Foreign Relations and Human Mobility, at the Central Office, Decentralized Units, at the Embassy and Consulates of Ecuador in the United States of America, and at the collective level, for sixty (60) days, within the parameters and conditions established in this Agreement, in order to guarantee the rights of the Ecuadorian community in vulnerable situations caused by their irregular migration status resulting from the change in U.S. migration policy";

That, the same Ministerial Agreement stipulated that the Embassy in the United States shall undertake "all necessary actions to strengthen its capacity for insertion and strategic contact with the new U.S. authorities, to ensure the protection and priority attention of Ecuadorian citizens" (Article 2). Consequently, Article 5 stipulated that the Embassy in the United States coordinate and enter into agreements with international organizations, public and private entities for the implementation of this agreement, including reforming the Embassy's strategic approach with the new U.S. authorities;

That, on February 7, 2025, following the declaration of institutional emergency, the Embassy of Ecuador in the United States, pursuant to the provisions of Ministerial Agreement Article 5, requested the General Planning and Strategic Management Coordination to increase the budget for hiring specialized consultancy, through Memorandum No. MREMH-EECUUSA-2025-0186-M;

That, on February 10, through Memorandum No. MREMH-CGPGE-2025-0148-M, the General Planning and Strategic Management Coordination certified the inclusion of this task in the Embassy's 2025 Annual Operational Plan, ensuring the necessary administrative continuity to address the vulnerability of the Ecuadorian community in the U.S. due to changes in migration policy;

That, on February 11, 2025, the Embassy of Ecuador in the U.S. requested the General Administrative Financial Coordination, through Memorandum No. MREMH-EECUUSA-2025-0193-M, the creation of a specific fund and budget certification for a consultancy aimed at strengthening diplomatic management in migration, trade, and security matters in response to the changes in U.S. migration policy. This memorandum included a draft of the Terms of Reference for the "HIRING OF SPECIALIZED CONSULTANCY TO STRENGTHEN POLITICAL-DIPLOMATIC MANAGEMENT WITH THE NEW ADMINISTRATION IN MIGRATION, COMMERCIAL AND SECURITY MATTERS";



That, through Memorandum No. MREMH-DF-2025-0330-M, the General Administrative Financial Directorate confirmed the budget certification for a specific fund to finance a consultancy to strengthen diplomatic management with the U.S.;

That, on February 12, 2025, the Ambassador of Ecuador in the United States signed the Terms of Reference (hereinafter "TORs") for the "HIRING OF SPECIALIZED CONSULTANCY TO STRENGTHEN POLITICAL-DIPLOMATIC MANAGEMENT WITH THE NEW ADMINISTRATION IN MIGRATION, COMMERCIAL AND SECURITY MATTERS";

That, on February 12, 2025, the Embassy of Ecuador in the United States, in compliance with the TORs, sent out the invitation along with the TORs to the consulting firms Mercury Public Affairs LLC, Potomac International Partners, and BGR Group to participate in the hiring process;

That, on February 13 and 14, 2025, in accordance with the timelines established in the invitation, the companies Mercury Public Affairs LLC and Potomac International Partners submitted their offers electronically, while BGR Group communicated electronically their decision to refrain from participating due to the short contract duration;

That, on February 17, 2025, the technical commission established to evaluate the proposals according to the technical and economic criteria outlined in the TORs recommended awarding the contract "HIRING OF SPECIALIZED CONSULTANCY TO STRENGTHEN POLITICAL-DIPLOMATIC MANAGEMENT WITH THE NEW ADMINISTRATION IN THE AREAS OF MIGRATION, TRADE, AND SECURITY" to Mercury Public Affairs LLC, as the consultant with the highest score;

That, on February 18, 2025, the Ambassador of Ecuador in the United States resolved to award the contract to Mercury Public Affairs LLC;

That, on February 18, 2025, through Memorandum No. MREMH-EECUUSA-2025-0213-M, the Embassy of Ecuador in the United States informed the relevant units of the Ministry of Foreign Relations and Human Mobility about the Recommendation Act for Awarding the Contract issued by the Technical Commission and the award of the contract;

That, on February 20, 2025, through Memorandum No. MREMH-EECUUSA-2025-0222-M, the Embassy of Ecuador in the United States sent the draft contract to the General Legal Coordination of the Ministry of Foreign Relations and Human Mobility for review and subsequent signing with Mercury Public Affairs LLC;



That, on February 25, 2025, through Official Letter No. MREMH-MREMH-2025-0238-OF, the General Legal Coordination of the Ministry of Foreign Relations and Human Mobility requested the Attorney General's Office for authorization to include clauses and submit the contract to foreign legislation;

That, on February 27, 2025, through Official Letter No. 10637, the Attorney General's Office authorized the Ministry of Foreign Relations and Human Mobility to include international arbitration and foreign legislation in the consultancy contract with Mercury Public Affairs LLC, with the condition of correcting the contradiction noted in point 6 of the Official Letter regarding Clause 19 of the draft contract;

That, on February 28, 2025, the Embassy of Ecuador in the United States reviewed and corrected the observations made by the Attorney General's Office and sent, through Memorandum No. MREMH-EECUUSA-2025-0258-M, the updated version of the contract to the General Legal Coordination of the Ministry of Foreign Relations and Human Mobility, as well as to the Minister of Foreign Relations and Human Mobility, in line with the guidelines set by the Attorney General's Office for authorization;

That, on March 1, 2025, the General Legal Coordination concluded, through Memorandum No. MREMH-DAJIMH-2025-0160-M, that the signing of the Consultancy Services Agreement is legal and feasible, provided that the observations of the Attorney General's Office and the advisory unit are fulfilled;

That, on March 2, 2025, through Memorandum No. MREMH-CGAF-2025-0304-M, the General Administrative Financial Coordination certified the availability of the necessary budgetary resources for the hiring of the consultancy;

That, on the same date, through Memorandum No. MREMH-VMH-2025-0241-M, the Vice Ministry of Human Mobility recommended to the highest authority of the Ministry of Foreign Relations and Human Mobility to authorize the Head of Mission of Ecuador to the United States to sign the consultancy contract.

Pursuant to the provisions of the Attorney General's Office in its report No. 10637 and in compliance with Article 42 of the Arbitration and Mediation Law, the Minister of Foreign Affairs and Human Mobility, through Memorandum No. MREMH-MREHMH-2025-0306-M, dated March 3, 2025, authorized the Chief of Mission of Ecuador in the United States of America, to sign the contract with the inclusion of the arbitration clause.

Now, therefore, this Consultancy Services Agreement is concluded to operationalize these resolutions and enhance the Embassy's commitment to its strategic counterparts in the U.S., as detailed in this document.

**Contract Terms:****1. Services and Scope:**

The Consultant is engaged to bolster the political-diplomatic strategies and initiatives pertaining to migration, trade, and security with the U.S. administration. The specific aims include:

1.1. High-Level Diplomatic Engagements:

- Facilitate a high-level phone call as a precursor to an official visit between the Heads of States of Ecuador and the United States.
- Coordinate and facilitate meetings with key U.S. administration officials during the state visit.

1.2. Key Authority Engagements:

- Arrange for a meeting between the Ecuadorian Minister of Foreign Affairs and Human Mobility and U.S. Secretary of State.
- Secure meetings with top U.S. authorities in trade including the U.S. Trade Representative (USTR) and the Secretary of Commerce.
- Secure meetings with top U.S. authorities in migration and national security, including the Secretary of Homeland Security and the National Security Advisor.

1.3. Strategic Policy Development:

- Identify and introduce relevant authorities in the U.S. administration and Congress focused on migration, trade, and security issues, including anti-terrorism efforts.
- Assist in the development of strategies with the U.S. State Department's Bureau of International Narcotics and Law Enforcement Affairs to combat narcoterrorism along the border between Ecuador and Colombia.

1.4. Trade Negotiation Support:

- Arrange high-level meetings with the U.S. administration, the White House, the Department of the Treasury, the Office of the U.S. Trade Representative, the Secretary of Commerce, and the Secretary of Homeland Security to include Ecuador in the list of countries eligible to negotiate a Trade Agreement with the United States, to be presented to the White House by April 1, 2025 according to his executive order on America First Trade Policy.

**1.5. Migration Policy Collaboration:**

- Identify areas of collaboration with the Department of Homeland Security to showcase Ecuador as an exemplar of sound migration policy in Latin America.

1.6. Legislative Advocacy:

- Develop and promote a revision and update of the “United States Ecuador Partnership Act” of 2022 to advance new objectives in trade and security in the bilateral agenda through Congress.
- Restore aid to Ecuador to continue the bilateral cooperation in the fight against international criminal organizations and develop a strategy to amplify the funding for Ecuador, for example through Foreign Military Funding in Congress.

2. Deliverables

The Consultant’s obligation under this Agreement is to provide the means to achieve these aims rather than guaranteeing specific results. The Consultant shall deliver the following specific reports by the deadlines specified, detailing efforts and outcomes:

3. Product 1: Initial Engagement Report: Within 7 days’ post-contract signature.

Report containing the information requested on the Terms of Reference (“TOR”) of the Request for Proposal (“RFP”) issued on February 11, 2025 and referred to on section 8.2 of said document.

4. Product 2: First Month Report: Within 30 days’ post-contract signature.

Reports containing the information required on the TORs of the RFP and referred to on section 8.3 of said document.

5. Product 3: Within 60 days’ post-contract signature.

Reports containing the information required on the TORs of the RFP and referred to on section 8.4 of said document.

6. Product 4: Within 90 days’ post-contract signature.

Reports containing the information required on the TORs of the RFP and referred to on section 8.5 of said document.

6.1. Report Requirements and Approvals

Each report should be submitted in accordance with the stipulated deadlines, and should thoroughly address each listed task to provide the Client with clear, actionable information reflecting the Consultant’s efforts in the respective areas.



For each monthly report submitted by the Consultant, a Partial Acceptance Certificate will be issued by the Client. This certificate will acknowledge the receipt of the report and may include observations or requests for revisions that the Consultant must address.

7. Final Report Upon Termination of the Agreement

Upon the termination of this Agreement, whether at the end of the contract term or through earlier termination, the Consultant is required to submit a Final Report to the Client.

7.1. Content:

This report must include:

- **Summary of Results:** A comprehensive summary of all results achieved during the consultancy period. This should detail the progress made towards the strategic objectives set out in the agreement, including a synopsis of each key activity and its outcome.
- **Evaluation of Objectives:** An evaluation of how well the objectives were met, including any metrics or KPIs that were used to measure success throughout the consultancy period.
- **Recommendations for Future Actions:** Insights and recommendations for future diplomatic actions or continued efforts, based on the outcomes and learnings from the consultancy activities.

7.2. Approval Process:

The Final Report must be approved by the Ambassador of the mission. The Ambassador's approval will be required to confirm that the report meets the expected standards and fully captures the consultancy's contributions towards the mission's goals.

Upon approval of the final report at the termination of the Agreement, a Final Acceptance Certificate will be issued

7.3. Submission Time Line

The Final Report is due no later than 15 days following the termination of the Agreement, to ensure timely review and closure of all consultancy-related activities.

Should the Ambassador require any modifications or additional information, the Consultant is obligated to provide the necessary revisions in a timely manner, as specified by the Ambassador during the review process.



7.4. Purpose of the Final Report:

This Final Report serves as the definitive document of record for the consultancy, providing the mission with a detailed account of the diplomatic engagements and strategic initiatives undertaken. It ensures accountability and offers a clear reference for assessing the consultancy's impact on the mission's objectives.

8. Payment Terms

The total sum for this contract is set at US \$165.000.00 (ONE HUNDRED AND SIXTY-FIVE THOUSANDS UNITED STATES DOLLARS). Taxes are not included since the Embassy is tax-exempted for the acquisition of good and services.

Payments will be disbursed in three (3) equal installments, each corresponding to one-third (33.33%) of the total contract sum. Each installment is contingent upon the delivery and acceptance of designated products.

- First Payment (33.33%): This installment will be disbursed following the delivery and partial acceptance of Product No. 1. The delivery and acceptance will be formally documented through the signing of a Partial Acceptance Certificate.
- Second Payment (33.33%): This installment will be made upon the delivery and partial acceptance of Products No. 2 and 3. Each product's delivery and acceptance must be verified and documented through the signing of individual Partial Acceptance Certificates for each product.
- Third Payment (33.33%): The final installment will be disbursed upon the delivery and partial acceptance of Product No. 4. Additionally, the disbursement of the third installment requires the delivery and acceptance of the Final Report, which summarizes all managed activities and outcomes, validated by the contract administrator and approved by the Head of Mission. The conclusive delivery and acceptance will be documented by signing a Definitive Acceptance Certificate.

9. Points of Contact

Client Representative: The Client designates Maria Soledad Peña Plaza as the administrator of this contract. All official communications pertaining to the management of this Agreement, including but not limited to, submission of reports, requests for information, and notifications of changes, shall be directed to:

- Name: Maria Soledad Peña Plaza

**REPÚBLICA
DEL ECUADOR****Ministerio de Relaciones Exteriores
y Movilidad Humana**

- Title: Minister - Deputy Chief of Mission,
- Email: mpena@cancilleria.gob.ec
- Phone: 2029403579

Consultant Representative: The Consultant designates Jake Dilemani as the primary point of contact for all matters relating to this Agreement. The Consultant's representative is responsible for the coordination of all deliverables, communication of progress, and any other responsibilities as outlined in this Agreement:

- Name: Jake Dilemani
- Title: Partner
- Email: jdilemani@mercuryllc.com
- Phone: 9172843105

10. Communication

All communications between the Client and the Consultant regarding this Agreement shall be in writing and delivered via email to the addresses provided above. Any changes to contact information by either party must be communicated to the other party in writing within five (5) business days of the change.

11. Term

The term of this Consulting Services Agreement shall commence on the date of signing and will continue for a period of 90 days.

This Agreement will automatically expire at the end of the 90-day period unless extended by mutual written agreement between the Client and the Consultant prior to the expiration date.

12. Termination

12.1. Termination for Convenience:

Either party may terminate this Agreement at any time without cause by providing thirty (30) days written notice to the other party. Upon termination for convenience, the Consultant shall be compensated for all services rendered up to the date of termination, provided such services have been performed to the Client's satisfaction.

12.2. Termination for Cause:

This Agreement may be terminated by either party upon written notice if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach. In the case of a breach that cannot reasonably be cured within



fifteen (15) days, the initiating party must receive evidence of substantial commencement of the cure within that period and diligent pursuit to completion thereafter.

12.3. Immediate Termination:

This Agreement may be immediately terminated by the Client if the Consultant:

- Becomes insolvent or declares bankruptcy;
- Fails to comply with laws and regulations affecting the terms of this Agreement;
- Is found to have engaged in illegal activities or conduct that materially affects the performance of its duties under this Agreement.

12.4. Consequences of Termination:

Upon termination of this Agreement for any reason:

The Consultant must cease all work immediately and invoice the Client for services satisfactorily completed and accepted by the Client up to the date of termination, prorated as applicable.

The Consultant is required to return any materials or information provided by the Client during the course of the Agreement and must ensure that no confidential information is retained.

Any provision of this Agreement that, by its nature, is applicable after termination will survive such termination and remain in effect.

13. Independent Contractor Status

Consultant is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

14. Confidential Information; Trade Secrets

During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential nature, or which is otherwise disclosed in such a manner that a reasonable person would understand its confidential nature ("Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed Confidential Information if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third Party free of any restriction; (iii) available publicly; (iv) developed independently by Consultant; or (v) required to be



produced by a court of competent jurisdiction or government agency or regulatory body, or by any law, rule, regulation, or external legal demand.

15. Indemnification.

Each Party will indemnify and hold harmless the other Party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, fines, fees, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any breach, negligence, gross negligence or willful misconduct by the indemnifying Party, its employees, officers, directors and agents. Each Party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying Party, provided that no settlement admitting liability or that requires the payment of funds or the granting of legal or equitable relief will be entered into absent mutual agreement of the Parties, which will not be unreasonably withheld; and (iii) reasonably cooperating with the indemnifying Party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section.

16. Publicity.

Neither Party will use the other Party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without that Party's prior written approval.

17. Assignment.

Neither Party will assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

18. Liability of Consultant.

Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance given in good faith performance of the Services.

19. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of New York, United States of America.



20. Dispute Resolution.

In the event of any dispute between the Parties to this Agreement concerning the terms of this Agreement or matters related thereto, the Parties will first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of written notice of a dispute by one Party to the other Party. Each Party shall deal in good faith through representatives authorized and empowered to resolve the dispute. In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this paragraph 20 and under the following terms and conditions:

- a. All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the Rules of Arbitration of the International Chamber of Commerce as are at present in force.
- b. Three arbitrators shall be appointed in accordance with said Rules.
- c. The arbitration shall take place in Washington, DC, unless otherwise agreed to in writing by both Parties.
- d. The language of the arbitration shall be English.
- e. Each Party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English and properly certified as accurate, with said translation attached to the original document.
- f. All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration, shall be in English.
- g. The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators award special, consequential, or punitive damages.
- h. Each Party shall initially bear its own expenses, including all costs and attorney's fees, in connection with presenting its case for arbitration, and the Parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which Party or Parties shall bear and pay the costs and in what proportions.
- i. Each Party irrevocably waives any right it has or may have to a jury trial concerning any dispute concerning this Agreement.
- j. Notifications related to any arbitration proceeding shall also be sent to the Attorney General's Office of Ecuador.

**21. Foreign Agents Registration Act Compliance.**

The Parties acknowledge and agree that this Agreement shall require Consultant to make certain filings in connection with and otherwise comply with the Foreign Agents Registration Act ("FARA"). Consultant shall have the duty and obligation to make any and all necessary filings and report pursuant to FARA in connection with this Agreement.

Client is required to provide to Consultant, immediately upon request, full and accurate details (in a form approved by Consultant) concerning any activities of or information regarding Client in connection with Consultant's compliance with FARA pursuant to this Agreement.

To the extent any filing of Consultant (where such filing includes or should include information related to Client) is audited or reviewed, Client shall cooperate and provide assistance to Consultant in responding to any such investigation in such manner Consultant elects in its sole and exclusive discretion.

In addition to any other indemnification obligations set forth in this Agreement, an indemnifying Party shall indemnify and hold harmless the Indemnified Parties from and against any and all penalties, fees, damages, liabilities, costs, and claims (including reasonable attorneys' fees) in connection with FARA which the Indemnified Parties may incur as a result of, related to, or arising out of, the indemnifying Party's failure to: (i) provide complete or accurate information to the Indemnified Parties; (ii) timely provide all requested information; (iii) abide by all applicable laws; or (iv) abide by the terms of this Section.

22. General.

- a. No amendments or modifications shall be binding upon either Party unless made in writing and signed by both Parties.
- b. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, courses of dealing, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the Parties respecting the subject matter hereof.
- c. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be replaced by a provision which, being valid and enforceable, comes closest to the intention of the Parties related to the underlying invalid or unenforceable provision. If for any reason any provision is deemed to be illegal, that provision is



REPÚBLICA
DEL ECUADOR

Ministerio de Relaciones Exteriores
y Movilidad Humana

and will be deemed deleted ab initio, and the remaining provisions of this Agreement will be unimpaired.

- d. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
- e. The Parties agree to perform any further acts and to execute and deliver any further documents and provide any further information which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.
- f. The section headings contained in this Agreement are inserted for convenience of reference only and do not affect the meaning or interpretation of this Agreement.
- g. Notwithstanding any provision to the contrary in this Agreement, in no event will Consultant be liable to Client, whether for damages, indemnification or any other claim, for an amount greater than the amount of compensation, and not reimbursement for expenses, actually paid to Consultant by Client for the Services.

Mercury Public Affairs LLC

Embassy of Ecuador to the United States of
America

Jake Dilemani

Jake Dilemani
Partner
Date: March 5, 2025



Firmado electrónicamente por:
CRISTIAN ESPINOSA
CAÑIZARES

Cristian Espinoza Cañizares
Ambassador of Ecuador to the United States
Date: March 5, 2025