

Clerk of the House of Representatives
Legislative Resource Center
B-106 Cannon Building
Washington, DC 20515

Secretary of the Senate
Office of Public Records
232 Hart Building
Washington, DC 20510

SECRETARY OF THE S.
04 MAR 29 PM 3: L

LOBBYING REGISTRATION

Lobbying Disclosure Act of 1995 (Section 4)

Check if this is an Amended Registration

1. Effective Date of Registration January

2. House Identification Number _____

Senate Identification Number 54984

REGISTRANT

3. Registrant name TONIO BURGOS AND ASSOCIATES, Inc

Address 115 Broadway Suite 1504

City New York

State N.Y. Zip 10006

4. Principal place of business (if different from line 3)

City _____

State/Zip (or Country) _____

5. Telephone number and contact name

(212) 566-5600

Contact Francisco Diaz Jr E-mail (optional) fdiaz

6. General description of registrant's business or activities

Strategic Planning, Consulting, Lobbying and Public Policy

CLIENT *A Lobbying firm is required to file a separate registration for each client. Organizations employing in-house lobbyists should be labeled "Self" and proceed to line 10.* Self

7. Client name PFIZER, Inc.

Address 235 East 42nd Street

City New York City

State N.Y. Zip 10017-5

8. Principal place of business (if different from line 7)

City _____

State/Zip (or Country) _____


9. General description of client's business or activities

Pharmaceutical Company

LOBBYISTS

10. Name of each individual who has acted or is expected to act as a lobbyist for the client identified on line 7. If any person in this section has served as a "covered executive branch official" or "covered legislative branch official" within two years of acting as a lobbyist for the client, state the executive and/or legislative position(s) in which the person served.

Name	Covered Official Position (if applicable)
<u>TONIO BURGOS</u>	
<u>FRANCISCO DIAZ</u>	



Registrant Name TONIO Burgas + Associates, Inc Client Name PFIZER, Inc

LOBBYING ISSUES

11. General lobbying issue areas. Select all applicable codes listed in instructions and on the reverse side of Form LI

HCR GOV POS _____

12. Specific lobbying issues (current and anticipated)

On request, support federal objectives with district Congress offices and image building and issues management of

AFFILIATED ORGANIZATIONS

13. Is there an entity other than the client that contributes more than \$10,000 to the lobbying activities of the registrant in a semiannual period and in whole or in major part plans, supervises or controls the registrant's lobbying activities?

No ⇒ Go to line 14.

Yes ↓ Complete the rest of this section for each entity matching the criteria above, then proceed to line 14.

Name	Address	Principal Place of Business (city and state or country)

FOREIGN ENTITIES

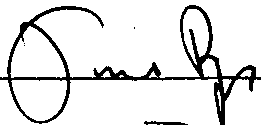
14. Is there any foreign entity that:

- a) holds at least 20% equitable ownership in the client or any organization identified on line 13;
- b) directly or indirectly, in whole or in major part, plans, supervises, controls, directs, finances or manages the lobbying activities of the client or any organization identified on line 13; **or**
- c) is an affiliate of the client or any organization identified on line 13 and has a direct interest in the lobbying activity?

No ⇒ Sign and date the registration.

Yes ↓ Complete the rest of this section for each entity matching the criteria above, then sign and date the registration.

Name	Address	Principal place of business (city and state or country)	Amount of contribution for lobbying activities

Signature  Date Jan. 30, 2016
Printed Name and Title Tonilo Burgos, President

FIXED PRICE
OUTSIDE SERVICE AGREEMENT

This Agreement, made and entered into as of January 2, 2004 by and between Pfizer, Inc (hereinafter the "Company", a Delaware corporation having its principal place of business at 235 East 42nd Street, New York, New York 10017-2298) and **Tonio Burgos and Associates** (hereinafter "Consultant"), a consulting firm with principal offices at 115 Broadway, New York, New York 10006.

Section 1: SCOPE OF SERVICES

- 1.1 Consultant shall provide the consulting services described in the Statement of Work attached as Exhibit A. Consultant shall render such services and deliver the required reports and other deliverables ("Deliverables"). Consultant's performance shall be in accordance with the timetable set forth in Exhibit B, or if not set forth in said Exhibit, the timetable set forth in a written summary of Projected Deliverables, Timetable and Budget predicated on the Statement of Work provided by Consultant prior to the commencement of the services.
- 1.2 The parties agree that the services of the key employees named on Exhibit A are essential to the satisfactory performance by Consultant of the work called for in this Agreement. If any such individual leaves the employ of Consultant during the term of this Agreement for any reason or is unavailable to continue the work called for herein, and if substitute individuals acceptable to the Company are not available to continue the work within 10 business days, the Company shall have the right to terminate this Agreement pursuant to Section 2.2 hereof. Absent approval by the Company of suitable substitutes, the discontinuance of work by any such key employee shall, for purposes of Section 2.2 hereof, constitute a breach of the terms of this Agreement by Consultant. The Company shall have the right, at any time, to request Consultant to replace any employee(s) of Consultant whom the Company deems to be unsatisfactory. Consultant shall use all reasonable efforts to promptly replace such employee(s) with a substitute employee(s) having appropriate skills and training. Consultant shall make sure its employees at all times observe security and safety policies of the Company.
- 1.3 Consultant shall provide and make available to the Company such resources as shall be necessary to perform the work called for by this Agreement on a timely basis. In general, Consultant is making its services available to the Company simultaneously, and Consultant is free to accept or reject any further assignment that the Company may offer Consultant.
- 1.4 The Company shall advise Consultant of any rejection of any Deliverable. Such rejection shall specify the scope of the deficiencies in such Deliverable. Consultant shall consult with the Company where appropriate to correct deficiencies. The failure to provide notice of rejection shall constitute acceptance by the Company of a Deliverable.
- 1.5 All work shall be performed in a timely and professional manner by employees of Consultant having a level of skill commensurate with the requirements of the scope of work to be performed. If Consultant anticipates that it will be unable to complete one or more Deliverables within the prescribed timetable, Consultant shall inform the Company as early as possible, explain the problem, submit proposed revisions to the timetable that reflect Consultant's best estimate of what can realistically be achieved, and continue to work under the original timetable until otherwise directed by the Company. The Company then may accept Consultant's revised timetable, reject it and attempt to work with the Consultant on another solution, or terminate this Agreement under Section 2.2. Consultant shall also prepare and submit reports of its performance and progress as the Company may reasonably request from time to time.
- 1.6 Anything herein to the contrary notwithstanding, the parties hereby acknowledge and agree that the Company shall retain the right to control the manner, means or method by which Consultant performs the services called for by this Agreement. Rather, the Company shall be entitled only to direct Consultant with respect to the elements of the services to be performed by Consultant and the results to be derived by the Company, and to review and assess the performance of such services by Consultant for the limited purposes of assuring that such services have been performed and confirming that such performance is satisfactory. Consultant shall supply, at Consultant's expense, all equipment and supplies to accomplish the work.
- 1.7 Consultant shall provide the Company a written estimate of the total cost (fees and out-of-pocket expenses) for any work on or additional work not covered in the Statement of Work described in Exhibit A. The Company shall have no obligation with respect to any follow-on or additional work unless and until a separate Statement of Work (including an estimate of cost) is provided by Consultant and approved by the Company, just as required for Exhibits A and B under the provisions

Deliverables, Timetable, Budget, and key employees, just as required for ~~Exhibit 1.1~~ 1.1 and 1.2 above) for such follow-on or additional work has been prepared and signed on behalf of the Consumer Company. Such follow-on or additional work will then be governed by and subject to the provisions of this

whether or not the applicable Statement of Work or other documents pertaining thereto explicitly reference this. **The Company will have no obligation to the Consultant with respect to any follow-on or additional work by Consultant prior to completion of these procedures.**

Section 2: TERM OF AGREEMENT

- 2.1 This Agreement shall commence on the date and year first above written and will continue in force for a one (1) year term, automatically renewable for additional one (1) year terms unless terminated earlier in accordance with the terms herein.
- 2.2 This Agreement may be terminated by either party upon 15 days' prior written notice if the other party breaches hereof and the breaching party fails to cure such breach within that 15-day period. In addition, the Company reserves the right to immediate cancellation of this Agreement for non-performance on the part of Consultant and shall incur no costs for services not satisfactorily performed.
- 2.3 Company may terminate all of the work contemplated by this Agreement or any Deliverable for its convenience with 15 days prior written notice. If Company should do so, Consultant will promptly assemble and turn over in proper fashion all documents, notes, computer programs, and other material related to the work so terminated.
- 2.4 If Consultant terminates this Agreement because of a breach by the Company, Consultant shall be entitled to payment for work in progress based on the percentage of work then completed. No such payment shall be required if the Agreement is terminated because of breach by Consultant. If the Company pays in advance for any services under this Agreement and this Agreement is subsequently terminated for any reason, the unearned portion of the advance payment shall be refunded to the Company. If the parties cannot agree on the amount to be refunded within 15 days of termination, Consultant shall compute and deliver to the Company a statement showing the time actually spent by each member working on the Deliverables, multiplied by the respective customary hourly charge for each such member, plus actual expenses incurred in such work. Any amounts paid by the Company in excess of the sum set out in this statement will be promptly refunded by the Consultant. If such sum exceeds the amount paid by the Company, no refund shall be required. If further payment by the Company will be due.
- 2.5 Upon termination of this Agreement for any reason, Consultant shall promptly return to the Company all of the Company data, records, or materials of whatever nature or kind, including all materials incorporating the information of the Company. Consultant shall also furnish to the Company all work in progress, including a copy of all work. Within 60 days of termination for any reason, Consultant shall submit to the Company an itemized statement of fees or expenses theretofore accrued under this Agreement. The Company, upon payment of amounts so itemized, shall thereafter have no further liability or obligation for any further fees, expenses, or other payment.

Section 3: FEES, EXPENSES, AND PAYMENT

- 3.1 In consideration of the services to be performed by Consultant, the Company shall within 30 days of its receipt of Consultant's invoice in compliance with the requirements hereof, pay Consultant the fees as provided in Exhibit B attached hereto. If Exhibit B merely calls for periodic (e.g. monthly) billing by and payments to the Consultant, the Company shall pay the Consultant the fee specified in that Exhibit within 30 days of its receipt of Consultant's invoice in compliance with that Exhibit.
- 3.2 If so provided in Exhibit B, the Company shall also pay Consultant, upon delivery of receipts or other acceptable proof of its actual (meaning no-mark-ups) out-of-pocket expenses of the types set forth in Exhibit C, provided they are reasonable and necessary in furtherance of Consultant's performance hereunder. When Consultant delivers its related work to the Company, Consultant shall provide the Company with original receipts, ledgers, and other records as appropriate for the Company or its accountants to verify the amount and nature of each individual expense greater than \$100. A schedule summarizing the individual out-of-pocket costs by type must be included when there are more than 10 of the same type. Consultant shall maintain receipts for each expense greater than \$25.
- 3.3 Consultant agrees that the fees and charges for any follow-on or additional work not covered in the schedule described in Exhibit A shall be performed at the lesser of (1) Consultant's then-current rates for such work or (2) the rates applicable to the work fixed by this Agreement.

3.4 Provisions required for all of Consultant's invoices:

- (a) Consultant shall designate a "billing person" who will be responsible for the relationship with the Co
invoice shall be sent to the attention of the Company's representative who is Consultant's contact.**

8.6 All remedies available to either party for one or more breaches by the other party are and shall be deemed cur may be exercised separately or concurrently without waiver of any other remedies. The failure of either party breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future brea such waiver shall be in writing and signed by the party against whom enforcement is sought.

8.7 All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth h attention of the representatives signing below, unless another person or address shall have been designated "Written" notices may be in electronic form and may be sent by fax or secure e-mail or other mode agreed to b or accepted by their course of dealing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized repres the date and year first above written.

Pfizer Inc

Consultant

By: _____

By: Tonio Burgos

Richard H. Bagger

Tonio Burgos

Print or Type Name: Richard H. Bagger

Print or Type Name: _Tonio Burgos

Date: _____

Date: 02/31/03

Title: Senior Vice President, Government Relations

Title: President

Phone: (212) 573-7646

Phone: (212) 566-5600

Fax No.: (212) 808-8880

Fax No.: (212) 566-5611

Tax ID: 133552038

By: _____

Karen Boykin-Towns

Print or Type Name: Karen Boykin-Towns

Date: _____

Title: Director, Public Affairs

Phone: (212) 573-7627

EXHIBIT A

STATEMENT OF WORK

Represents Pfizer public policy interests within the state and city government including the legislature, city council & regulatory organizations. On request, support federal objectives with district congressional and Senate offices. Assi with image building and issues management opportunities.

Names of Key Employees of Consultant (see Section 1.2).

STAFF MEMBERS

Frank Diaz

STAFF LEVEL

Consultant

