U.S. Department of Justice
Washington D.C. 20530

Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0004

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant	2. Registration No.
Burson-Marsteller	2469

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give notice of change in an exhibit previously filed.

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☒ Other purpose *(specify)* To file a revised Exhibit B form and attach a translation of the contract.

4. If this amendment requires the filing of a document or documents, please list-

An amended Exhibit B is being filed herewith.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

A revised Exhibit B is being filed in English to accurately reflect the current agreement between the registrant and SECOFI.

'92 MAY 18 P12:53
INTERNAL SECURITY
REGISTRATION UNIT
RECEIVED
DEP. OF JUSTICE
CRIMINAL DIVISION

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at District of Columbia

this 15th day of MAY, 1992

(Notary or other officer)

My Commission Expires October 14, 1996

My commission expires _____

*U.S. GPO: 1991-300-811/49217

U.S. Department of Justice
Washington, DC 20530

REVISED

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Burson-Marsteller	SECOFI (SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL) c/o Mexican Embassy Free Trade Offdce

Check Appropriate Boxes:

1. [X] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.

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

3. [ ] 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 the expenses, if any, to be received.

MAY 18 P12:54

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

The registrant has been retained by SECOFI to provide public relations and public affairs counseling for building support for a Mexico-Canadian-U.S. free trade agreement. Includes appropriate and necessary contacts with certain government officials in support of the free trade agreement.

Formerly OBD-65

FORM CRM-155
SEP 88

REVISED

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

Including but not limited to materials development, media relations, speakers bureau, media monitoring, national organization outreach and coalition building, public education, government relations, counsel on appropriate and effective communications to further public understanding of a free trade agreement, and limited counsel on trade issues and relationships with U.S. private sector organizations.

6. 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 registrant has been retained to support Congressional consideration of the U.S.-Mexico Free Trade Agreement, through public relations and public affairs outreach. In doing so, the registrant will present the views of SECOFI to the U.S. public and to some extent to th U.S. Congress through use of position papers, fact sheets, letters, speeches and press releases.

Date of Exhibit B	Name and Title	Signature
May 15, 1992	Richard Moore Senior Vice President	

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1993 - 282-068/25017

UNITED MEXICAN STATES)
FEDERAL DISTRICT)
CITY OF MEXICO) SS:
EMBASSY OF THE UNITED)
STATES OF AMERICA)

Before me, LISA A. VICKERS VICE CONSUL, Consul of the United States of America at Mexico, D. F., Mexico, duly commissioned and qualified, personally appeared Francisco Valdés Ricárdez who, being duly sworn deposes and says as follows:

(1) My name is Francisco Valdés Ricárdez and I reside at México D.F.

(2) I have been familiar with the English and Spanish languages for the past 10 years, I made the annexed translation from Spanish to English. The said translation is to the best of my knowledge and belief a true and exact translation of the original document.

And further deponent saith not.

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
'92 MAY 18 P2:54
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

Subscribed and sworn to before me this 12th day of Mayo 1992.

For the contents of the annexed document I assume no responsibility.

Consul of the United States of America

LISA A. VICKERS
VICE CONSUL OF THE UNITED STATES OF AMERICA

MEX/NOT - 5/85

(TRANSLATION)

TECHNICAL AND PROFESSIONAL SERVICES AGREEMENT ENTERED INTO BY AND BETWEEN THE MINISTRY OF TRADE AND INDUSTRIAL PROMOTION. HEREINAFTER REFERRED TO AS THE "MINISTRY"", REPRESENTED BY MR. ANTONIO ARGUELLES, CHIEF CLERK (OFICIAL MAYOR) AND BURSON MARSTELLER HEREINAFTER REFERRED TO AS "CONSULTANTS" REPRESENTED BY MR. THOMAS BELL JR. PURSUANT TO THE FOLLOWING:

R E P R E S E N T A T I O N S

1. The MINISTRY hereby represents as follows:

1.1. That it is a Federal Executive Branch Agency pursuant to the provisions of Article 26 of the Organic Law of the Federal Public Administration.

1.2. That pursuant to Article 34 of said law, it is charged, inter alia, with drawing up and directing general industry and foreign trade policies; promoting foreign trade; studying, projecting and determining tariffs; studying and determining import and export restrictions; participating in setting general guidelines for foreign trade inducements; studying and determining, through general rules, the necessary tax inducements to promote industry and foreign trade; promoting and guiding foreign investment, and, if proper, organizing industrial research.

1.3. That in order to carry out its duties it needs technical and professional services that meet the characteristics and specifications laid down in Exhibit A hereto.

1.4. That under Article 7, Section XIII, of the MINISTRY's Internal Regulations, the chief Clerk (Oficial mayor) is empowered to enter into agreements to which the MINISTRY is a party.

1.5. That it is domiciled at Alfonso Reyes No. 30, Colonia Condesa, México, D.F., México.

2. CONSULTANTS hereby represent as follows:

2.1. That they are a division of a limited partnership established on December 2, 1988 as per certificate of Limited Partnership filed with the Secretary of State of Delaware.

2.2. That Mr. Thomas D. Bell Jr. has the necessary authority to sign this Agreement on their behalf as per certificate notarized before Denise Y. Turner Notary Public number 31-4928894 in the State of New York on August 16, 1991.

2.3. That they have the necessary professional and technical means to comply with their obligations hereunder.

2.4. That for all pertinent legal purposes they have their address at 1850 M. Street, N.W. Suite 900, Washington, D.C. 20036, United States of America.

3. Both parties hereby represent as follows:

3.3. That they mutually acknowledge the authority pursuant to which they execute this Agreement and that they are willing to bind themselves pursuant to the following:

C L A U S E S

FIRST. This Agreement is executed in order for CONSULTANTS to render the services listed in Exhibit One hereto, with such characteristics and schedules specified in said exhibit. Said Exhibit One is an integral part hereof for all pertinent legal purposes.

THIRD. This Agreement shall be in effect for one year following its execution date.

FOURTH. The parties agree that the aggregate price of the services which are the subject matter of this Agreement is US $3,989,320 (Three million nine hundred and eithty nine thousand, three hundred and twenty Dollars U.S. Cy).

FIFTH. The parties agree that the services be paid for as follows:

1. Upon the execution of this Agreement, US454,653 dlls., and

2. Three monthly installments of US 321,333 dlls. each.

3. Starting April 16, 1991 and until December of 1991, Burson Marsteller shall begin invoicing the professional services and the expenses incurred in, along with the proper support documents. On a monthly basis payments shall be made in U.S. Dollars by means of wire transfer thirty days after the date of each invoice.

SIXTH. The MINISTRY shall in addition accept and pay CONSULTANTS for the following travel expenses:

a) Meals and housing for up to US $264 daily per person.

b) Transportation. If by plane, "Senior partners" may travel "Business class"; the rest of the personnel shall travel "Coach."

In order to be reimbursed for the above expenses, CONSULTANTS must file a detailed expense statement every month enclosing the corresponding receipts. The aggregate amount of said expenses may not exceed $1000 dollars per month.

SEVENTH. The MINISTRY will provide CONSULTANTS with all of the information it has in order to enable CONSULTANTS to render the services which are the subject matter of this Agreement.

CONSULTANTS shall not disclose to third parties, without the MINISTRY's express authorization, the information disclosed to them hereunder, even after the termination of this Agreement.

EIGHT. CONSULTANTS shall:

a) Render the services which are the subject matter of this Agreement exclusively to the MINISTRY. Specially, CONSULTANTS shall notify the MINISTRY any request of services made by third parties that may affect its obligations hereunder and refuse to render such services in the event of objection by the MINISTRY.

b) Be liable for all of labor obligation concerning the personnel that take part in rendering the services

hereunder, wherefore the MINISTRY shall not be liable for this concept.

c) Pay the taxes to which this Agreement is subject to.

NINTH. CONSULTANTS may not subcontract the services which are the subject matter of this Agreement and may not assign their collection rights hereunder, without the MINISTRY' prior written authorization.

The persons listed in Exhibit Two shall be directly in charge of rendering the professional services hereunder, and may not delegate their duties to others. If any change in the personnel listed in said Exhibit Two is made, CONSULTANTS, must first advise the MINISTRY in writing. The MINISTRY shall issue its authorization within a 30 calendar day period; otherwise the change shall be deemed approved.

TENTH. The MINISTRY may terminate this Agreement by so advising the CONSULTANTS in writing if:

a) CONSULTANTS, due to causes imputable to them, do not perform the services pursuant to this Agreement.

b) CONSULTANTS stop rendering the services without justification or the personnel in charge neglects its duties.

c) CONSULTANTS disclose to third parties the confidential information which is the subject matter of this Agreement without the MINISTRY's express authorization.

ELEVENTH. Should the first two events mentioned in the preceding clause occur, the MINISTRY shall demand CONSULTANTS in writing to remedy such events within 30 calendar days. If at the end of said term CONSULTANTS do not

calendar days. If at the end of said term CONSULTANTS do not comply satisfactorily with the MINISTRY's request, the MINISTRY may terminate this Agreement, and a written communication to that effect served upon CONSULTANTS shall be sufficient.

If the confidentiality obligation is breached, the MINISTRY may terminate this Agreement upon first being aware of such breach, and for this purpose it shall be sufficient to advise CONSULTANTS of its intention to terminate this Agreement.

TWELFTH. CONSULTANTS may terminate this Agreement if the MINISTRY unilaterally changes the schedule and/or amount of the agreed upon payments, in which case, the parties will endeavor to find an arrangement satisfactory to both. If this is not achieved within 30 days following the written notice served by CONSULTANTS stating their disagreement, CONSULTANTS may terminate this Agreement by simply to advising the MINISTRY in writing.

THIRTEENTH. The parties agree to appoint representatives to coordinate the services hereunder.

FOURTEENTH Any terms and conditions not provided hereunder shall be agreed upon mutually by the parties.

FIFTEENTH. Any controversy regarding the construction and fulfillment of this Agreement shall be settled by the parties within 30 calendar days following the date on which either party advises the other in writing of the controversy or default.

If upon the end of said term the parties have reached no settlement, they expressly submit to the competence of the Federal Courts of the City of Mexico, Federal District, and

waive the venue of any court to which they may be subject by virtue of their present or future domiciles.

After reading these Agreements and taking note of its scope and legal consequences, the parties accept it and sign it in the city of Mexico, Federal District on this 1st day of January, 1991.

By: THE MINISTRY
Chief Clerk (Oficial Mayor)

By: THE CONSULTANTS

(Signed)

Antonio Arguelles

(Signed)

Thomas D. Bell Jr.

Accepted:

Dr. Herman Von Bertrab

EXHIBIT ONE

Pursuant to clause first of this agreement the following is a General Description of the services to be rendered by consultants:

Work to perform: Development of a public affairs program in the U.S.A. and Canada in order to create support for the free trade agreement between Mexico, the U.S.A. and Canada.

Including but not limited to the following:

- Development of printed material and videos.
- Bulletins in connection with the progress of the free trade agreement.
- Media relations, including on-going media support and monitoring.
- Contacting and reaching national organizations and coalitions.
- Promotion of public education in connection with free trade agreement subjects.
- Governmental relations and counseling.
- Counseling on appropriate and effective communications strategies to further public understanding of the potential benefits of a free trade agreement.
- Counseling on commercial policy and relations with private enterprise organizations.

EXHIBIT 2

Consultants agree that the following persons will be directly in charge of rendering the professional services hereunder and that said persons may not delegate their duties to others without the ministry's consent and the notice under clause twelfth of this agreement.

Thomas Bell, Vice Chairman, Burson-Marsteller

R ichard Moore, Senior Vice President, Burson Marsteller

James Taylor, Vice President, Burson-Marsteller

Edith R. Wilson, Vice President, Burson-Marsteller

Martin Gold, Gold & Liebengood

Howard Liebengood, Gold & Liebengood

Sen. William Brock, The Brock Group

Mr. James Frierson, Partner

Amb. Otto Reich, Partner

Dennis Whitfield, Partner

Paul Fekete, Senior Associate

CONTRATO DE PRESTACION DE SERVICIOS TECNICOS Y PROFESIONALES QUE CELEBRAN POR UNA PARTE LA SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL, EN LO SUCESIVO "LA SECRETARIA", REPRESENTADA POR EL LIC. ANTONIO ARGÜELLES, EN SU CARACTER DE OFICIAL MAYOR DE LA DEPENDENCIA Y POR LA OTRA BURSON MARSTELLER EN LO SUCESIVO "LOS CONSULTORES" REPRESENTADOS POR EL SEÑOR THOMAS D. BELL JR. AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

1.- Declara "LA SECRETARIA":

1.1.-Que es una Dependencia del Poder Ejecutivo Federal, conforme a lo dispuesto en el artículo 26 de la Ley Orgánica de la Administración Pública Federal.

1.2.-Que conforme al artículo 34 del mismo ordenamiento, le corresponde a esta dependencia entre otros asuntos, formular y conducir las políticas generales de industria, comercio exterior, fomentar el comercio exterior; estudiar, proyectar y determinar los aranceles; estudiar y determinar las restricciones para los artículos de importación y exportación; participar en la fijación de los criterios generales para el establecimiento de los estímulos al comercio exterior, y estudiar y determinar mediante reglas generales, los estímulos fiscales necesarios para el fomento industrial y el comercio exterior, promover, orientar la inversión extranjera y, en su caso, organizar la investigación industrial.

1.3.-Que para el desarrollo de sus funciones, requiere de los servicios técnicos y profesionales con las características y calendario que se detallan en el ANEXO UNO de este contrato.

1.4.-Que de acuerdo con lo establecido en la fracción XIII del artículo 7º del Reglamento Interior de la Secretaría de Comercio y Fomento Industrial, el Oficial Mayor es el Servidor Público que tiene conferidas las facultades para celebrar los convenios en los que la dependencia interviene como parte.

1.5.-Que señala como domicilio, el ubicado en Alfonso Reyes No. 30, Colonia Condesa en México, Distrito Federal.

2.Declaran "LOS CONSULTORES":

2.1.- Que son una división de una sociedad limitada, que están en operación y que están autorizados para efectuar negocios bajo la denominación de Burson-Marsteller como lo acreditan con el Certificado de fecha 16 de agosto de 1991, expedido por Denise Y.Turner, Notario Público No. 31-4928894 para el Estado de Nueva York. Este Certificado ha sido debidamente legalizado por el Consulado General de México en Nueva York, Estados Unidos.

2.2.-Que el Sr. Thomas D. Bell Jr. cuenta con las facultades necesarias para suscribir el presente contrato en su representación, como lo acredita con el acta notarizada expedida por Denise Y. Turner, Notario Público No. 31-4928894 para el Estado de Nueva York, el día 16 de Agosto de 1991 y legalizada por el Consulado General de México en Nueva York, Estados Unidos.

2.3.-Que cuentan con los elementos profesionales y técnicos necesarios para cumplir con las obligaciones derivadas del presente contrato.

2.4.-Que para los efectos legales a que haya lugar, señalan como su domicilio 1850 M. Street N.W. Suite 900, Washington, D.C. 20036, Estados Unidos de America..

3.-Declaran las partes:

3.1- Que se reconocen ampliamente con el carácter que se ostentan en este acto y manifiestan su voluntad de obligarse de conformidad con lo estipulado en las siguientes:

CLAUSULAS

PRIMERA.- El objeto del presente contrato es la prestación de los servicios a que se refiere el ANEXO UNO por parte de "LOS CONSULTORES", conforme a las características y calendario determinadas en el mismo. El Anexo señalado forma parte integrante de este contrato para todos los efectos legales.

TERCERA.- La duración del presente contrato será de un año a partir de la fecha de su firma.

CUARTA.- Las partes convienen en que el monto total por los servicios objeto de este contrato es de $3,989,320 dólares de los E.U. (tres millones novecientos ochenta y nueve mil trescientos veinte dólares de los E.U.).

QUINTA.- Las partes convienen en que el pago por los servicios se efectue en los términos que a continuación se señalan:

1) Un pago inicial de $454,653 dólares de los E.U. (cuatrocientos cincuenta y cuatro mil seiscientos cincuenta y tres dólares de los E.U.).

2) 3 mensualidades de $321,333 (trescientos veintiunmil trescientos treinta y tres dólares de los E.U.).

3) A partir de abril 16 de 1991, Burson-Marsteller facturará honorarios por servicios profesionales y por gastos incurridos, en forma mensual, hasta diciembre de 1991, con la debida documentación soporte. Los pagos se harán a través de transferencia bancaria en dólares de los E.U. dentro de los 30 días siguientes a la fecha de cada factura.

SEXTA.- "LA SECRETARIA" reconocerá y cubrirá en forma adicional a "LOS CONSULTORES" por concepto de viáticos los siguientes gastos:

a. Alimentación y hospedaje hasta $264 dólares de los E.U. (doscientos sesenta y cuatro dólares de los E.U.) diarios por persona.

b. Transportación. Cuando sea aérea podrá efectuarse en "Business Class" para socios "senior" deberá y realizarse en clase turista para el demás personal de "LOS CONSULTORES".

Para su reembolso, "LOS CONSULTORES" deberán presentar mensualmente una cuenta detallada de dichas erogaciones, junto con los comprobantes respectivos. El monto total de los gastos señalados no podrá exceder de la cantidad de $1,000 dólares de los E.U.(mil dólares de los E.U.) mensuales.

SEPTIMA.- "LA SECRETARIA" proporcionará a "LOS CONSULTORES" toda la información con que cuenta para el mejor desarrollo de los servicios objeto del presente contrato.

"LOS CONSULTORES" se obligan a no proporcionar a terceros sin autorización por escrito de "LA SECRETARIA", la información que les sea proporcionada inclusive después de la rescisión o terminación de este contrato.

OCTAVA.- "LOS CONSULTORES" se obligan:

a) A prestar sus servicios a "LA SECRETARIA" de manera exclusiva, en lo relativo a los servicios objeto de este contrato. En particular, "LOS CONSULTORES" se obligan a notificar a "LA SECRETARIA" todo encargo por terceros que pudiera entrar en conflicto con sus obligaciones contraídas en este contrato, y a no aceptar dichos encargos en caso de objeción por parte de "LA SECRETARIA" .

b) A responder por todas las obligaciones derivadas de las relaciones de trabajo, respecto del personal que intervenga en la prestación de los servicios contratados, por lo que "LA SECRETARIA" no adquiere ninguna obligación al respecto.

c) Por el pago de los impuestos que cause la ejecución de los servicios contratados.

NOVENA.- "LOS CONSULTORES" no podrán subcontratar los servicios objeto del presente instrumento, ni podrán ceder los derechos de cobro derivado del mismo sin autorización previa y por escrito de "LA SECRETARIA".

Las personas incluidas en el ANEXO DOS serán las directamente encargadas de prestar el servicio profesional, sin poder delegar sus funciones a un tercero. En el caso de que fuese a realizarse algún cambio en el personal designado en el mencionado anexo, "LOS CONSULTORES" deberán notificar previamente y por escrito a "LA SECRETARIA" de dicho cambio. Esta deberá emitir su autorización dentro de un término de 30 días naturales; en caso de no hacerlo se tendrá por aprobado.

DECIMA.- "LA SECRETARIA" podrá rescindir el presente contrato comunicando su decisión por escrito a "LOS CONSULTORES" si:

a) "LOS CONSULTORES" por causas que les sean imputables no ejecutan los servicios de acuerdo con las especificaciones descritas en el ANEXO UNO del presente contrato.

b) "LOS CONSULTORES" suspenden injustificadamente la prestación de los servicios, o no les dan la debida atención por medio del personal competente.

c) "LOS CONSULTORES" proporcionan a terceros información confidencial materia de este contrato, sin autorización expresa de "LA SECRETARIA".

DECIMA PRIMERA.- Si se actualiza alguna de las primeras dos hipótesis previstas en la cláusula que antecede relativas a deficiencias en la prestación de los servicios, "LA SECRETARIA" requerirá por escrito a "LOS CONSULTORES" para que, dentro de un término de 30 días naturales, las corrijan. Si al final de dicho término, "LOS CONSULTORES" no cumplen satisfactoriamente con lo solicitado, "LA SECRETARIA" podrá ejercitar el derecho de rescisión del presente contrato, bastando para ello una comunicación por escrito a "LOS CONSULTORES".

De violarse el principio de confidencialidad, "LA SECRETARIA" tendrá derecho a rescindir el contrato desde el momento en que tuviera conocimiento de la situación, debiendo tan sólo comunicar por escrito su intención a "LOS CONSULTORES".

DECIMA SEGUNDA.- "LOS CONSULTORES" podrán rescindir el presente contrato si "LA SECRETARIA" altera de manera unilateral el calendario y/o monto de los pagos acordados, en cuyo caso las partes buscarán un arreglo satisfactorio para ambos. De no lograrse lo anterior dentro de un término de 30 días a partir de la notificación que por escrito efectúen "LOS CONSULTORES" manifestando su inconformidad, éstos podrán ejercitar el derecho a rescindir este contrato, bastando para ello comunicación por escrito a "LA SECRETARIA".

DECIMA TERCERA.- Las partes convienen en designar sendos responsables para la coordinación de los servicios de este contrato.

DECIMA CUARTA.- Los términos y condiciones no previstas en este contrato serán decididos de común acuerdo entre las partes.

DECIMA QUINTA.- Cualquier controversia respecto de la interpretación y cumplimiento de este contrato será resuelta entre las partes, dentro de un plazo de 30 días naturales contados a partir de que cualquiera de ellas manifieste por escrito a la otra el punto de controversia o incumplimiento.

Una vez transcurrido el plazo mencionado de no existir conciliación las partes se someten expresamente a la competencia de los Tribunales Federales de la Ciudad de México, Distrito Federal, con renuncia al fuero que por razón de su domicilio presente o futuro pudiera corresponderles.

Una vez leído el presente instrumento, y conocido su alcance y consecuencias legales, las partes manifiestan su conformidad con el contenido del mismo y lo firman en la Ciudad de México, Distrito Federal, a los 1 días del mes de Enero de 1991.

POR "LA SECRETARIA"
EL OFICIAL MAYOR

C. ANTONIO ARGUELLES

POR "LOS CONSULTORES"

THOMAS D. BELL JR.

REGISTRADO EN LA DIRECCION
GENERAL DE ASUNTOS JURIDICOS
BAJO EL No. 33/91 20/III/91

EL DIRECTOR DE LEGISLACION
Y CONSULTA

VoBo.

DR. HERMAN VON BERTRAB.

Anexo No. 1

Conforme a la clausula primera de este contrato, la descripcion general de los servicios que prestaran los Consultores, es la siguiente:

Trabajo a desarrollar: Un programa de asuntos publicos en E.U.A. y Canada, para crear apoyo al Tratado de Libre Comercio entre Mexico, E.U.A. y Canada.

Incluyendo en forma enunciativa mas no limitiva:

- Desarrollo de materiales impresos y vedeos.

- Boletines acerca del progreso del Tratado de Libre Comercio

- Relaciones con los medios de comunicacion, incluyendo apoyo en proceso, oficina y de voceros, monitoreo de los medios de comunicacion

- Alcance de organizaciones nacionales y coaliciones

- Promocion de educacion publica en temas relacionados con el Tratado de Libre Comercio

- Relaciones gubernamentales y asesoria

- Asesoria estrategica sobre comunicacion apropiada y eficaz para una mejor comprension del publico sobre los beneficios potenciales de un Tratado de Libre Comercio.

- Asesoria sobre la politica comercial y relacionadas organizaciones del sector privado.

Anexo No. 2

Los Consultores acuerdan que las siguientes personas seran directamente responsables de prestar los servicios profesionales descritos en este contrato, y no podran delegar a otros sus obligaciones sin la notificacion y consentimiento de la Secretaria conforme a la clausula doce de este contrato.

Thomas Bell, Vice Chairman, Burson-Marsteller

Richard Moore, Senior Vice President, Burson-Marsteller

James Taylor, Vice President, Burson-Marsteller

Edith R. Wilson Vice President, Burson-Marsteller

Martin Gold, Gold & Liebengood

Howard Liebengood, Gold & Liebengood

Sen. William Brock, The Brock Group

Mr. James Frierson, Partner

Amb. Otto Reich, Partner

Dennis Whitfield, Partner

Paul Fekete, Senior Associate