

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Griffin, Johnson, Dover & Stewart, Inc.	2. Registration No. 5526
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3. Name of foreign principal Government of El Salvador	4. Principal address of foreign principal See attached
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant.
Ministry of the Economy, Government of El Salvador
- b) Name and title of official with whom registrant deals.
Rene A. Leon, Ambassador and Miguel Lacayo, Economic Minister

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

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

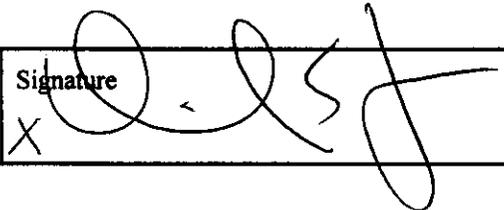
Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A X 10/17/02	Name and Title David E. Johnson Vice President	Signature X 
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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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Griffin, Johnson, Dover & Stewart, Inc.	2. Registration No. 5526
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3. Name of Foreign Principal
Government of El Salvador

Check Appropriate Boxes:

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

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Griffin, Johnson Dover & Stewart has been retained to provide government affairs and lobbying services to the Government of El Salvador to assist in securing the passage of a Central America Free Trade Agreement.

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

Members of the firm will participate in assisting the Government of El Salvador in developing and implementing a government relations and lobbying program, to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities which may effect the development and passage of a Central America Free Trade Agreement.

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

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

Members of the firm will participate in assisting the Government of El Salvador in developing and implementing a government relations and lobbying program, to include establishing communications with policymakers and monitoring and reporting on legislation and executive branch activities which may effect the development and passage of a Central America Free Trade Agreement.

Date of Exhibit B X 10/17/02	Name and Title David E. Johnson Vice President	Signature X 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

4. Principal address of foreign principal:

Embassy of El Salvador
2308 California St, NW
WDC 20008

Government of El Salvador
Avenida Juan Pablo II y
C. Guadalupe, Edificio C-1
Centro de Gobierno
San Salvador, El Salvador, C.A.

We, **MIGUEL ERNESTO LACAYO ARGUELLO**, forty one years old, Industrial Engineer, who lives in Antigua Cuscatlán, Departamento de La Libertad, with Identification Number zero four – zero seven – zero zero thirty three thousand nine hundred an sixty seven, and with Tributary Ministerial Identification number zero six hundred and fourteen – zero ten thousand one hundred and fourteen – zero zero seven – three, acting in name of and representing the **MINISTRY OF ECONOMY**, in my charge as Minister, in virtue of Executive Agreement number one with date first of June nineteen ninety nine, published in the Official Newspaper number one hundred, volume number three hundred and forty three, of the same date, and according to what is established in the articles eighteen, and seventy nine of the law of Acquisitions and Hiring of the Public Administration, which gives me the faculties to sign in the character in which I act, contracts as this one, and that in the course of the present instrument will be named **“CONTRACTING PARTY”** or **“EL MINEC”** for one part; and for the other part **PETER T. MADIGAN**,, legally representing the firm **GRIFFIN, JOHNSON, DOVER & STEWART, INC.**, condition which is proven with the following identifications:and from now on named **“THE CONTRACTOR”** o **“THE CONSULTING FIRM”** and that in these terms, **WE DECLARE:** That we have agreed and in effect we consent the present **CONTRACT OF RENDERING SERVICES**, authorized as Direct Hiring for being classified as Urgent, by means of the Executive resolution in the branch of Economics, number three hundred eighty seven, of date September twenty third two thousand and two. In the present contract, the terms will be interpreted as follows: a) “Contract” is the agreement between the MINEC and THE CONSULTING FIRM; b) “Price of the Contract” it is the price which will be payable to the Consulting Firm in exchange for the full completion of his obligations which are stated in this contract; c) “Service”, is the detailed assessment provided by the Consulting Firm in the terms of Reference; d) Consultant hours, is the preparation time, execution and implementation used by the people representing the Consultants Firm; e) LACAP, it's the law of Acquisitions and Hiring of the Public Administration; f) TLC, employed in Spanish as an abbreviation for Free Trade Treaty; g) Central America, the countries which form the Subsystem of Central American Economical Integration, that is, Guatemala, El Salvador, Honduras, Nicaragua and Costa Rica. The present contract will be ruled by the obligations, conditions, pacts and resignations established in the clauses that follow: 1) **OBJECTIVE OF THE CONTRACT:** Asses and support the Government of El Salvador through MINEC, in creating a strategy to promote the TLC between United States and Central America, issuing recommendations to achieve a positive image of the country. Help facilitate the negotiation process and ratification of the TLC by obtaining precise information and recommended activities that should be done by the Salvadorian Government in order to reach an efficient process. Without this being a limited list, the object of the services in the present contract includes a) Coordinate the information flow to the Opinion Groups in the United States, providing them with precise, up to date information of the country. b) Define a general support basis that drives the

negotiation of the TLC between the United States and Central America, c) Work with the productive community in the U.S. and with economic partners of the U.S. so that they give their support to the TLC between the U.S. and Central America, d) Identify the possible groups that could be part of a coalition and work together with them in the education of the private and public sector in the process of commercial negotiation with the United States, e) Promote the support of the Public Opinion to the TLC between the US and Central America, f) Actively promote a positive image of El Salvador through newspapers, editorials and other means, g) Coordinate the execution of tasks which will lead to a critical route that orders El Salvador and the rest of the countries in the region, h) Create a common strategy which includes the interests of all of the countries in the region to accelerate the agreement process, i) Comment and make recommendations to the Ministry of Economy of El Salvador about the negotiation process.

II) FEES AND WAYS OF PAYMENT: The fee of the Consulting Firm will be NINETY SIX THOUSAND SIX HUNDRED 00/100 (\$96,600.00), which will be paid in three fixed monthly quotas of THIRTY TWO THOUSAND TWO HUNDRED 00/100 DOLLARS (\$32,200.00). These monthly payments will be made the fifteenth day of the following month in which the contract has been signed, and the Consulting Firm should give the receipt which includes the details of the rendered services. The MINEC can count with up to TWO THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$ 2,500.00) to cover the expenses that the representatives of the Consulting Firm have during their visits to El Salvador, which will be agreed by both parts. Both parts will also agree the number of people of the Consulting Firm making such visits, although normally each visit will consist of two people. The amount stated before will cover air tickets, lodging and nourishment of the Consultants of the Firm. The Consulting Firm should present the receipts of the travelling expenses to the MINEC, so that the Financial Institutional Unit of the Ministry, makes the payments to the receipts presented in an acceptable time period. The payments that will be made by the MINEC in concept of air fares, nourishing and hotel fees of the employees of the Consulting Firm. The Consulting Firm should present the receipts of the travelling expenses to the MINEC, so that the Financial Unit of the Ministry makes the corresponding payments of the presented receipts in a prudential time limit once the documents have been received. The payments made by the MINEC in concept of fees, costs and expenses in the terms described previously, will be deposited to the bank account assigned by the Consulting Firm through a written note to the Contracting Party. III) PERIOD AND EXTENSION: The time period of the present Contract will be of three months, from October first two thousand and two, period which can be extended with the consent of both parties, within the terms of the LACAP and of this Contract. In these cases, the Contracting Party will make a resolution, which will be related with the modified instrument. IV) WAY OF RENDERING SERVICES: The services will be given by the Consulting Firm in permanent coordination with the Minister of Economy, The Vice Minister of Economy, the Director of Trade Policy of the Ministry of Economy and any other person that is designated by them. The Consultant should have the availability to attend verbal or written assessments in specific themes before and during the negotiation process with the United States. V) CONFIDENTIALITY CLAUSE: All the information provided by the MINEC in

relation with the present contract will be highly confidential and in reference to it, the Consulting Firm makes the following commitments: i) protect the information in an appropriate way and treat it as confidential; ii) use the confidential information only to fulfill the obligations stated in this contract; and, iii) reproduce the confidential information only as required to fulfill the obligations stated in this contract. The noncompliance of what has been stated above will cause the extinction of this contract immediately, without any type of responsibility due the MINEC, which will have the right to cash the warranty of fulfillment. The MINEC reserves the rights to instruct the Consulting firm which information can be treated as non-confidential. VI) COPYRIGHT CLAUSE. The intellectual property that will be used in the rendering of the services by the Consulting Firm corresponds to the MINEC. VII) WARRANTY OF FULFILLMENT OF CONTRACT. The Consulting Firm should present a warranty of fulfillment of the contract equivalent to the 10% of the total amount stated in the Contract. This should be done by giving a certified check payable to the order of Ministerio de Economía de El Salvador, issued by a National Bank of the country of origin of the Consulting Firm. VIII) OBLIGATIONS OF THE CONTRACTING PARTY: The payments that should be made in virtue of this contract come from the budget of the MINEC, applied to the expense originated by the rendering of the service, which is authorized in the Program of Budget Execution (PEP), of the current year. IX) TRANSFER: It is definitely prohibited by the Consulting Firm to transfer or give to any title the right and obligations stated in this Contract. X) NONCOMPLIANCE: In cases of unjustified delays of the Consulting Firm in the obligations stated in this Contract, the fines stated in the LACAP will be applied. The Consultant Firm will submit to the penalties that might come from the Law or the present Contract, which will be defined by the Contracting part. XI) EXTINCTION: Besides the extinction clauses established in a) and b) of the article number ninety four of the LACAP and in other current laws the extinction of the contract will occur in the following cases: When the representatives and/or employees of the Consulting Firm commits an action or omission against the constitutional principles of the Republic of El Salvador or if by any of his acts it is proven in general terms that he has lost his credibility in his specialization or commit actions which cause conflicts of interest. XII) CONTRACTUAL DOCUMENTS: The following documents are part of this Contract and are added to it, when they do not oppose to the present contract: a) Terms of Reference; b) Offer of the Services presented by the Consulting Firm; c) Document of Authorization of Direct Hiring with Urgent Classification; d) Warranty of Fulfillment of Contract. XIII) INTERPRETATION OF THE CONTRACT: As stated in the article number eighty four section first and second in the LACAP, the Contracting Party reserves the right to interpret the present contract, in congruence with the Constitution of the Republic, the Law of Acquisitions and Hiring of the Public Administration, other laws which might apply and the General Principles of the Administrative Law and in the way that is more convenient for the public interests that need to be satisfied directly or indirectly with the rendering of the services stated in the present instrument, creating in this case written instructions which are considered convenient. The Contractor accepts this disposition and is forced to follow the instructions stated by the Contracting Party, which will be communicated by

the Direction of Trade Policy of the Ministry of Economy. XIV) UNILATERAL MODIFICATION: It is agreed by both parties that when it is necessary for the public interests, because of new needs, unpredictable causes or other circumstances, the Contracting Party can modify the present contract in a unilateral way, issuing a resolution that will constitute an integral part of the present Contract. It is understood that any modification will be within the parameters of good reasoning and good faith. XV) FORTUITOUS CASES OR IRRESISTIBLE FORCE: In fortuitous cases or irresistible force an according to the article number eighty six of the LACAP, with previous justification and authorization the Consulting Firm, can ask for an extension of the time period given for the fulfillment of the obligations stated in this contract. In every case and besides the faculty given to the institution to accept this time period extension it will be granted by a reasoned resolution that will be an integral part of this Contract. XVI) SOLUTION OF CONFLICTS: To solve the differences or conflicts that might occur during the execution of the present contract, reference would be made to title VIII, Chapter I of the LACAP. XVII) BILATERAL TERMINATION: The contracting parts can, according to the article number ninety five of the LACAP, bilaterally terminate the juridical relationship stated in this contract, in this case the resolution for the termination should be issued in a period no longer than eight days after the announcement of the resolution. XVIII) JURISDICTION AND LEGISLATION: For the jurisdictional effects of this Contract the parts agree to submit to the current legislation of the Republic of El Salvador, which will be applied according to the article number five in the Law of Acquisitions and Hiring of the Public Administration. At the same time, this city is designated as special domicile, to which tribunals will be submitted; the Consulting Firm does not have the right to appeal the attachment decree, sentence of auction and any other providence used in a jury; the Contracting Party will assign a person who will be the depositary of the attached goods, this person will have the obligation to present the accounts, and commits to pay all the expenses, including the personal ones. XIX) NOTIFICACIONES: Any notification, petition or approval which needs to be done in reference to this contract will be written and considered given when it has been given hand to hand to an authorized representative of the receiving part, or when it has been sent by certified mail, electronic mail, telex, telegram or fax to the following addresses: For the Contracting Part: Ministerio de Economía, Unidad de Adquisiciones y Contrataciones Institucional, Centro de Gobierno, Plan de Maestro, Edificio C-2, segundo nivel. Teléfono: 281-1122, FAX: 221-6436 Dirección Electrónica nogal@minec.gob.sv. For the Consulting Firm: 1300 Connecticut Avenue, N.W. Suite 600 Washington DC 20036, Tel (202) 7758116 and fax: (202) 2230358. Electronic mail: wdanvers@griffinjohnson.com. Hereby both parties are aware of the terms and legal effects of the Present Contract, to agree on the interests of the parties we represent we ratify its contents in faith of which we sign the present Contract in duplicate, each part receiving a copy in the City of Washington October ninth two thousand and two.

Ing. Miguel Ernesto Lacayo Arguello
Ministro

Joseph O'neill
Public Strategies Washington, Inc.

GRIFFIN, JOHNSON, DOVER & STEWART, INC.

TO: The Files
FROM: Bill Danvers
SUBJECT: Contract with El Salvador
DATE: October 9, 2002

We met with Salvadoran Economics Minister Miguel Lacayo, Ambassador Leon and others to discuss our engagement with the Government of El Salvador to help push forward a Central American Free Trade Agreement (CAFTA).

As part of the meeting, we discussed the terms of our contract. The contract as presented to us to be signed at the meeting did not reflect three concerns we had: a bond we were asked to post of 10% as a guarantee that we would not be in breach of the terms of the contract; our request for incidental expenses such as cab fares to and from Capitol Hill; and our desire to be paid in advance every three months.

The government representatives with whom we met agreed orally to amend the contract terms as follows:

- Griffin Johnson need not post a bond; instead, a letter of credit will be sufficient.
- Griffin Johnson can submit expenses to the Government of El Salvador, which will reimburse Griffin Johnson, perhaps via payments made by the Salvadoran Embassy; and
- The Government of El Salvador will further consider whether they will pay Griffin Johnson in advance.

With these verbal amendments, Peter Madigan signed the contract.



MINISTERIO DE ECONOMIA
REPUBLICA DE EL SALVADOR, C. A.

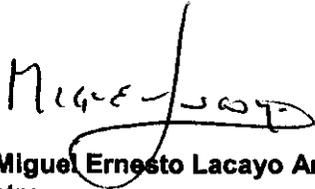
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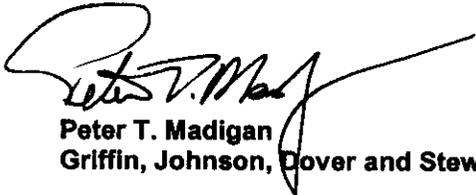
CONTRATO No. 98/2002

NOSOTROS: **MIGUEL ERNESTO LACAYO ARGUELLO**, de cuarenta y un años de edad, Ingeniero Industrial, del domicilio de Antiguo Cuscatlán, Departamento de La Libertad, con Cédula de Identidad Personal número cero cuatro - cero siete - cero cero treinta y tres mil novecientos sesenta y siete, y con número de Identificación Tributaria Ministerial cero seiscientos catorce - cero diez mil ciento catorce - cero cero siete - tres, actuando en nombre y representación del **MINISTERIO DE ECONOMÍA**, en mi carácter de Ministro, en virtud de Acuerdo Ejecutivo Número uno de fecha uno de junio de mil novecientos noventa y nueve, publicado en Diario Oficial número cien, Tomo número trescientos cuarenta y tres, de la misma fecha, y de conformidad a lo establecido en los artículos dieciocho, y setenta y nueve de la Ley de Adquisiciones y Contrataciones de la Administración Pública, los que me conceden facultades para firmar en el carácter en que actúo, contratos como el presente, y que en el transcurso del presente instrumento me denominaré "**EL CONTRATANTE**" o "**EL MINEC**" por una parte; y por la otra parte **PETER T. MADIGAN**, mayor de edad, Licenciado en Radiodifusión y Ciencias Políticas, de nacionalidad estadounidense, con domicilio en Alexandria, Virginia, con pasaporte número uno seis cero cero dos nueve siete tres seis, actuando en nombre y representación, en mi calidad de representante legal de la firma **GRIFFIN, JOHNSON, DOVER AND STEWART, INC.**, tal como lo compruebo con los documentos siguientes: a) El poder emitido ante la notario público Mary T. Echeverría, el día veinticinco de septiembre del dos mil dos; b) Los Artículos de Incorporación de la firma, mediante la cual se comprueba la existencia legal de la misma, emitidos el catorce de enero de mil novecientos ochenta y siete, conforme a las Leyes del Distrito de Columbia, de los Estados Unidos de América; documentación que ha sido presentada debidamente certificada y apostillada de acuerdo a lo establecido en el Convenio de la Haya del cinco de octubre de mil novecientos sesenta y uno, en adelante identificada como "**LA FIRMA CONSULTORA**" y en los caracteres dichos, **MANIFESTAMOS**: Que hemos acordado otorgar y en efecto otorgamos el presente **CONTRATO DE PRESTACIÓN DE SERVICIOS**, autorizada la Contratación Directa con Calificativo de Urgente, por medio de Resolución Ejecutiva en el Ramo de Economía, número trescientos ochenta y siete, del día veintitrés de septiembre de dos mil dos. En el presente contrato, los siguientes términos serán interpretados de la manera que se indica a continuación: a) "Contrato" es el convenio celebrado entre el MINEC y la Firma Consultora; b) "Precio del Contrato" es el precio pagadero a la Firma Consultora a cambio del debido y pleno cumplimiento de sus obligaciones contractuales; c) "Servicio", es la consultoría detallada en los Términos de Referencia; d) Horas consultor, es el tiempo de preparación, ejecución e implementación, utilizado por los representantes de la Firma Consultora; e) LACAP, es la Ley de Adquisiciones y Contrataciones de la Administración Pública; f)

realice los pagos correspondientes a los comprobantes presentados dentro de un plazo prudencial, una vez recibidos los comprobantes de gastos relacionados. Los pagos que realice el MINEC en concepto de honorarios, costos y gastos en los términos antes relacionados, serán efectuados abonando el monto a la cuenta bancaria que sea señalada por la Firma Consultora mediante nota dirigida al Ministerio de Economía. **III) PLAZO Y PRORROGA:** El plazo del presente Contrato será de tres meses contados a partir del uno de octubre de dos mil dos, pudiendo prorrogarse tal plazo, de común acuerdo, de conformidad a la LACAP y a las disposiciones de este Contrato. En tales casos, el Contratante emitirá la correspondiente resolución, la cual se relacionará en el instrumento prorrogado. **IV) FORMA DE LA PRESTACION DE SERVICIOS:** Los servicios objeto del presente contrato serán realizados por la Firma Consultora en permanente coordinación con el Ministro de Economía, el Viceministro de Economía, la Directora de Política Comercial del Ministerio de Economía y/o cualquier otra persona que ellos designen al efecto. La Firma Consultora deberá de tener la disponibilidad para atender asesorías verbales o escritas en temas puntuales antes y durante el proceso de negociación con Estados Unidos. **V) CLAUSULA DE CONFIDENCIALIDAD:** Toda la información suministrada por el MINEC en relación con el presente contrato tendrá el carácter de confidencial la cual la, la Firma Consultora se compromete a: i) proteger la información en forma apropiada y con carácter confidencial; ii) utilizar la información confidencial únicamente para cumplir con sus obligaciones conforme al presente contrato; y, iii) reproducir la información confidencial solo en la medida en que se requiera para cumplir con sus obligaciones conforme al presente contrato. El incumplimiento de lo antes establecido acarreará la caducidad del contrato de manera inmediata, sin ningún tipo de responsabilidad para el MINEC, facultando a este último para hacer valer la garantía de cumplimiento. El MINEC se reserva el derecho de instruir a la firma contratante de que información será tratada con carácter de no confidencial. **VI) CLAUSULA SOBRE PROPIEDAD INTELECTUAL.** La propiedad intelectual que se ejerza sobre los resultados de los servicios prestados por la Firma Consultora corresponderá al MINEC. **VII) GARANTIA DE CUMPLIMIENTO DE CONTRATO.** La Firma Consultora deberá presentar una garantía de cumplimiento de contrato equivalente a un diez por ciento del monto total del contrato. Esta deberá ser por medio de un cheque certificado a nombre del Ministerio de Economía de El Salvador, emitido por un Banco del país de origen de la Firma Consultora. La garantía será devuelta a la finalización del presente contrato en razón del debido cumplimiento de las obligaciones de la Firma Consultora. **VIII) OBLIGACIONES DEL CONTRATANTE:** Los pagos que deben hacerse en virtud de este contrato tienen su fuente en el Presupuesto del MINEC, aplicados al gasto que se origine por la prestación del servicio, el cual está autorizado en la Programación de Ejecución Presupuestaria (PEP), del presente año. **IX) CESION:** Queda expresamente prohibido al Contratista traspasar o ceder a cualquier título los derechos y obligaciones que emanan del presente Contrato. **X) INCUMPLIMIENTO:** En caso de atrasos injustificados de incumplimiento por parte de la Firma Consultora de las obligaciones emanadas del presente Contrato se aplicarán las multas establecidas en la LACAP. La Firma Consultora expresamente se somete a las sanciones

hábiles de notificada tal resolución. **XVIII) JURISDICCIÓN Y LEGISLACIÓN APLICABLE:** Para los efectos jurisdiccionales de este Contrato las partes se someten a la legislación vigente de la República de El Salvador, cuya aplicación se realizará de conformidad a lo establecido en el artículo cinco de la Ley de Adquisiciones y Contrataciones de la Administración Pública. Asimismo, señalan como domicilio especial el de esta ciudad, a la competencia de cuyos tribunales se someten; la Firma Consultora renuncia al derecho de apelar del decreto de embargo, sentencia de remate y de cualquier otra providencia alzable en el juicio que se le promoviere; será depositaria de los bienes que se le embargaren la persona que la institución contratante designe a quien releva de la obligación de rendir fianza y cuentas, comprometiéndose a pagar los gastos ocasionados, inclusive los personales aunque no hubiere condenación en costas. **XIX) NOTIFICACIONES:** Cualquier notificación, solicitud o aprobación que deba o pueda darse en virtud de este Contrato se hará por escrito y se considerará dada cuando haya sido entregada por mano a un representante autorizado de la parte a la que esté dirigida, o cuando se haya enviado por correo certificado, correo electrónico, télex, telegrama o fax a dicha parte a las direcciones siguientes: Para el Contratante: Ministerio de Economía, Unidad de Adquisiciones y Contrataciones Institucional, Centro de Gobierno, Plan de Maestro, Edificio C-2, segundo nivel. Teléfono: 281-1122, FAX: 221-6436. Dirección Electrónica: nogal@minec.gob.sv. Para la Firma Consultora: 1300 Connecticut Avenue, N. W. Suite 600 Washington, D.C. 20036, Tel. (202) 7758116 y fax. (202) 223 0358. Dirección Electrónica: wdanvers@griffinjohnson.com. Así nos expresamos los otorgantes, quienes enterados y conscientes de los términos y efectos legales del presente Contrato por convenir así a los intereses de nuestros representados, ratificamos su contenido, en fe de lo cual firmamos el presente contrato en duplicado, recibiendo cada parte un ejemplar, en la ciudad de Washington, a los nueve días del mes de octubre de dos mil dos.


Ing. Miguel Ernesto Lacayo Arguello
Ministro


Peter T. Madigan
Griffin, Johnson, Dover and Stewart, Inc.