U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

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
Arnold & Porter
555 12th Street, N.W.
Washington, D.C. 20004

2. Registration No.
1750

3. Name of foreign principal
Government of Panama

4. Principal address of foreign principal
Panama City, Panama

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
- ☐ Committee
- ☐ Corporation
- ☐ Voluntary group
- ☐ Association
- ☐ 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 Foreign Affairs

b) Name and title of official with whom registrant deals. Ambassador Eloy Alfaro de Alba

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

a) Principal address. N/A

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 N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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

N/A

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

N/A

Date of Exhibit A	Name and Title	Signature
August 3, 1999	Lawrence Schneider Partner	Lawrence A. Schneider

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

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.

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 .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	2. Registration No.
Arnold & Porter	1750

3. Name of Foreign Principal

Government of Panama

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.

Providing advice to the Government of Panama on issues relating to the Panama Canal Treaty. The duration of the assignment is until August 31, 1999. The Registrant has engaged and will engage in activities on behalf of the foreign principal that do not require registration under the Foreign Agents Registration Act, as indicated in the attached agreement. The Registrant is registering at this time because some of its activities on behalf of the foreign principal may require registration.

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

See response to Question #7, above

9. Will the activities on behalf of he 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.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to the subject matter of the relationship as set forth in the response to question #7 above.

Date of Exhibit B	Name and Title	Signature
August 3, 1999	Lawrence Schneider Partner	Lawrence A. Schneider

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.

EXTENSION AGREEMENT NO. 1

Between the signatories below, René Luciani L., male, Panamanian, of the age of majority, married, with personal identity card no. 8-197-628, in his capacity as Acting Minister of Planning and Economic Policy, duly authorized for this act by the National Economic Council, by means of Note No. 416 of October 20, 1998 and for the other party, Eli Whitney Debevoise II in representation of Arnold & Porter, a partnership constituted and existing in the District of Columbia, United States of America, there has been agreed an extension of Contract No. 20 of February 12, 1998 which has as its object the rendering of specialized professional services for legal advice with respect to public debt of the Republic of Panama with commercial banks and that constituted by external bonds, subject to the following provisions:

FIRST: The parties state that they extend in all its aspects Contract No. 20 of February 12, 1998, which has as its object the rendering of specialized professional services for legal advice with respect to the public debt of the Republic of Panama with commercial banks and that constituted by external bonds, and other matters which the Minister of Economy and Finances may request, for a term of one year from January 1, 1999, based on the fourth clause of the original contract.

SECOND: The parties agree that for the purposes of determining the amount of the contract it is estimated that the cost of the contract, both for legal fees and expenses as provided in the original contract will be for an amount of up to Five Hundred Fifty Thousand U.S. Dollars (US$550,000.00) at the rate of Two Hundred and Forty U.S. Dollars (US$240.00) per hour, of which Five Hundred Thousand U.S. Dollars (US$500,000.00) will be charged to budget item no. 0.15.0.1.001.01.04.171 corresponding to the budget for 1999 and Fifty Thousand U.S. Dollars (US$50,000.00) will be charged to reserve no. 70714 of the 1998 budget.

THIRD: The original contract shall continue in full force and effect in the form in which it was originally agreed, with the exception of those clauses which may be or have been modified by any extension.

FOURTH: In order to guarantee performance of the obligations assumed in the present contract the advisers will establish a performance bond in favor of the State in any of the forms permitted by Article 108 of Law 56 of December 25, 1995 and other applicable provisions.

FIFTH: Attached to the original of the contract are the revenue stamps referred to in Article 967 of the Fiscal Code.

As proof, this agreement is signed in the city of Panama on the 4th of March of one thousand nine hundred ninety-nine (1999).

FOR THE STATE

RENÉ LUCIANI L.
Acting Minister of Planning
and Economic Policy

FOR THE ADVISER

ELI WHITNEY DEBEVOISE II

REFRENDO

CONTROLLER GENERAL OF THE REPUBLIC

CONTRACT NO. 020
FOR SPECIALIZED PROFESSIONAL SERVICES FOR LEGAL ADVICE
WITH RESPECT TO A PUBLIC DEBT OF THE REPUBLIC OF PANAMA
WITH COMMERCIAL BANKS AND THAT CONSTITUTED
BY EXTERNAL BONDS

Among the parties signing below, Carlos A. Vallarino, male, Panamanian, of the age of majority, married, personal identity card no. 4-102-1577, in his capacity as Vice Minister of Planning and Economic Policy, duly authorized for this act by the National Economic Council in its session of December 3, 1997 with the favorable opinion of the National Economic Council according to National Economic Council note no. 494 of December 3, 1997 on one part and hereinafter referred to as MIPPE and for the other party, Eli Whitney Debevoise II in representation of Arnold & Porter, a partnership constituted and existing in the District of Columbia, United States of America, hereinafter referred to as the Adviser. This contract is celebrated subject to the following clauses, terms and conditions:

FIRST: Short Title: The short title of this contract is Contract for Legal Advice With Respect to The Public Debt, which may be used and accepted interchangeably with the full name in the heading for all effects of the present contract.

SECOND: Purpose: The purpose of this contract is the rendering of legal services by the adviser to the Government of the Republic of Panama with respect to public debt with commercial banks as well as with respect to its public debt constituted as external bonds and other matters that the Ministry of Planning and Economic Policy may request.

THIRD: Form of the Contract: This contract constitutes a simple extension of the original contract in conformity with section 8 of Article 58 of Law 56 of December 27, 1995.

FOURTH: Term: The duration of this contract will be from November 21, 1997 through December 31, 1998, which term may be extended in conformity with the law of public contracting. Notwithstanding, any of the parties may terminate this contract by means of 30 days prior written notification to the other party.

FIFTH: Performance Bond: In order to guarantee performance of the obligations arising under this contract the adviser will present a bond as a guarantee or performance bond for the amount of Fifty Thousand Balboas (B/50,000) on terms and conditions acceptable to MIPPE.

SIXTH: Absence of Employee Status: The adviser will perform its services with professional independence by means of which the personnel assigned to the performance of this contract will not acquire vis-à-vis MIPPE any labor rights.

SEVENTH: Information: The Adviser shall maintain for MIPPE the information and documentation related to the performance of this contract during and after its term for up to a period of six years after termination of the same.

EIGHTH: Coordinating Unit: The parties may designate at any time persons, units or offices for purposes of coordinating performance of this contract.

NINTH: Rendering of Statements: MIPPE agrees to pay to the Adviser for legal services rendered by it under this contract professional fees at the rate of Two Hundred and Twenty Five U.S. Dollars (US$225.00), in legal currency of the United States of America per hour for services. In addition, MIPPE agrees to reimburse the Adviser for expenses or disbursements which it may incur for the account of MIPPE with respect to the rendering of professional services referred to above, including by way of example and not of limitation, transportation and lodging expenses, photocopying, translation, printing and sending of documents, long distance telephone calls and other similar expenses in conformity with criteria established in the form of invoice set forth in Annex B hereto. It is considered, as an estimate of fees and expenses that this contract is for a total amount

of Five Hundred Thousand U.S. Dollars (US$500,000.00) the parties agreeing to amend this contract with respect to this amount whenever MIPPE so requires. For purposes of invoicing professional fees and reimbursement of expenses, the Adviser will present to MIPPE monthly statements of account corresponding to the forms in Annexes A and B attached hereto. Such statements of account shall be paid by MIPPE directly to the Adviser within thirty days following the presentation thereof by means of payments in dollars, legal tender in the United States of America, by wire transfer to [...] for the payment of statements of account directed to the Republic of Panama (MIPPE) or in conformity with the payment instructions that the Adviser may provide periodically to MIPPE. For the other part, expenses which the Adviser may incur by reason of taxes, rates, assessments or rights in the Republic of Panama will be covered by the Republic of Panama.

TENTH: Reasons for Termination: The following shall be reasons for administrative termination of this contract:

a. Demonstrated incapacity of the Adviser for the performance of its obligations.

b. Those established in Articles 104 and 105 of Decree Law No. 56 of December 27, 1995.

ELEVENTH: Applicable Law: This contract is subject to the laws of the Republic of Panama and to the jurisdiction of the National Courts and the Adviser waives any diplomatic claim with respect to the rights and obligations arising from this contract except in the case of denial of justice. It is not to be understood that there is denial of justice if the contractor has available to him recourses and means of action which he could undertake under Panamanian law which he has not used.

TWELFTH: Confidentiality: The Adviser, its employees, affiliates, subsidiaries and contractors as the case may be agree to maintain the absolute confidentiality with respect to the information, objectives and negotiating strategies and any other aspect relative to and deriving from the services which are the object of this contract and this agreement of confidentiality extends beyond the termination of the contract and rendering of the services hereunder. The confidentiality agreement includes the agreement of the Adviser to refrain from participating directly or indirectly in the market for Panamanian debt and from advising participants in such market during the term of this contract and for a period of six months after the termination of the contract or the rendering of any services pursuant thereto.

THIRTEENTH: Contracting of Third Parties: In case the Adviser is required to contract the services of third parties for the rendering of certain substantial services under this contract it may only do so with prior written authorization of MIPPE.

FOURTEENTH: Budget Item: Payments undertaken by MIPPE in the execution and performance of this contract will be made by charging budget entry no. 0.15.0.1.001.01.04.171, following presentation of a statement of account against the National Treasury.

FIFTEENTH: Revenue Stamps: Attached to the original of this contract are the revenue stamps referred to in Article 967 of the Fiscal Code.

SIXTEENTH: Signature and Refrendo: This contract requires for its complete validity the refrendo of the Comptroller General of the Republic and the approval of the Vice Minister of Planning and Economic Policy.

ACUERDO DE PRORROGA Nº1

Entre las partes abajo firmantes, RENÉ LUCIANI L., varón, panameño, mayor de edad, casado, con cédula de identidad personal Nº8-197-628, en su condición de Ministro Encargado de Planificación y Política Económica, debidamente autorizado para este acto por el Consejo Económico Nacional, mediante nota Nº416 del día 20 de octubre de 1998, y por la otra parte, ELI WHITNEY DEBEVOISE II en representación de ARNOLD AND PORTER, sociedad civil constituida y existente en el Distrito de Columbia, Estados Unidos de América, se ha convenido una prórroga al Contrato Nº20 de 12 de febrero de 1998, que tiene como objeto la prestación de Servicios Profesionales Especializados en Asesoría legal para la Deuda Pública de la República de Panamá con la Banca Comercial y la constituida en Bonos Externos, sujeto a las siguientes cláusulas:

PRIMERA: Declaran las partes que prorrogan en todas sus partes el Contrato Nº20 de 12 de febrero de 1998, que tiene como objeto la prestación de Servicios Profesionales Especializados en Asesoría Legal sobre la Deuda Pública de la República de Panamá con la Banca Comercial y la constituida en Bonos Externos, y otros asuntos que solicite el Ministerio de Economía y Finanzas, por el término de un año a partir del 1 de enero de 1999, con fundamento en la Cláusula 4ta. del contrato original.

SEGUNDA: Las partes acuerdan que, a los efectos de determinación de cuantía del contrato, se estima que el costo del contrato, tanto a título de honorarios como de gastos en forma prevista en el contrato original será por la suma de hasta QUINIENTOS CINCUENTA MIL DOLARES AMERICANOS (US 550,000.00), a razón de DOSCIENTOS CUARENTA DOLARES AMERICANOS (US 240.00) la hora, de los cuales QUINIENTOS MIL DOLARES AMERICANOS (US 500,000.00) serán con cargo a la partida presupuestaria No.0.15.0.1.001.01.04.171 correspondiente al presupuesto de 1999 y CINCUENTA MIL DOLARES AMERICANOS (US 50,000.00) serán cancelados a la reserva Nº70714 del presupuesto de 1998.

TERCERA: El contrato original continuará en pleno vigor y efecto en la forma en que se fue originalmente pactado, salvo las cláusulas que resulten o hayan sido modificadas por cualquier prórroga.

CUARTA: Para garantizar el cumplimiento de las obligaciones asumidas por el presente contrato, los consultores constituirán fianza de cumplimiento a favor del Estado en cualesquiera de las formas que permita el artículo 108 de la Ley 56 de 27 de diciembre de 1995 y otras disposiciones aplicables.

QUINTA: Se adhieren al original del contrato, los timbres a que se refiere el Artículo 967 del Código Fiscal.

Para constancia, se firma el presente acuerdo en la ciudad de Panamá, a los días cuatro (4) de marzo de mil novecientos noventa y nueve (1999).

POR EL ESTADO

RENÉ LUCIANI L.
Ministro Encargado de
Planificación y Política Económica

POR LA ASESORA

Eli Whitney Debevoise II

ELI WHITNEY DEBEVOISE II

REFRENDO

CONTRALORIA GENERAL DE LA REPUBLICA

[redacted]

CONTRATO NUMERO 020
DE SERVICIOS PROFESIONALES ESPECIALIZADOS EN ASESORIA LEGAL PARA LA DEUDA PUBLICA DE LA REPUBLICA DE PANAMA CON LA BANCA COMERCIAL Y LA CONSTITUIDA EN BONOS EXTERNOS

Entre las partes abajo firmantes, **CARLOS A. VALLARINO**, varón, panameño, mayor de edad, casado, con cédula de identidad personal NO4-102-1577, en su condición de Viceministro de Planificación y Política Económica, debidamente autorizado para este acto por el Consejo Económico Nacional en la sesión del día 3 de diciembre de 1997, con el concepto favorable del Consejo Económico Nacional según Nota Cena N°494 de 3 de diciembre de 1997, por una parte y que en adelante se denominará **EL MIPPE**, y por la otra parte, **ELI WHITNEY DEBEVOISE, II** en representación de **ARNOLD AND PORTER**, sociedad civil constituida y existente en el Distrito de Columbia, Estados Unidos de América, quien en adelante se denominará **LA ASESORA**; se celebra el presente Contrato, sujeto a las siguientes cláusulas y condiciones:

PRIMERA: DENOMINACION ABREVIADA: La denominación abreviada de este contrato es CONTRATO DE ASESORIA LEGAL PARA LA DEUDA PUBLICA, la que podrá usarse y aceptarse indistintamente con la denominación completa del encabezamiento para todos los efectos del presente Contrato.

SEGUNDA: OBJETO: El objeto de este Contrato es la prestación de servicios de Asesoría Legal por parte de **LA ASESORA** al Gobierno de la República de Panamá para la deuda pública con la Banca Comercial, así como para la atención de su deuda pública constituida en Bonos Externos y otros asuntos que solicite el Ministerio de Planificación y Política Económica.

TERCERA: COMPOSICION DEL CONTRATO: Este contrato constituye una simple prórroga del contrato original de conformidad con el literal 8 del artículo 58 de la Ley 56 de 27 de diciembre de 1995.

CUARTA: PLAZO: La duración de este Contrato será a partir del 21 de noviembre de 1997 hasta el 31 de diciembre de 1998, el cual podrá ser prorrogado de conformidad a la ley de contratación pública. No obstante, cualquiera de las partes podrá dar por terminado el mismo mediante notificación por escrito a la otra parte con treinta (30) días de antelación.

QUINTA: FIANZA DE CUMPLIMIENTO: A fin de garantizar el cumplimiento de las obligaciones derivadas del presente Contrato, **LA ASESORA** presentará un bono como caución o fianza por un monto de CINCUENTA MIL BALBOAS (B/.50,000.00), en términos y condiciones aceptables a **EL MIPPE**.

SEXTA: INEXISTENCIA DE SUBORDINACION JURIDICA LABORAL: **LA ASESORA** prestará sus servicios con independencia profesional, por lo que el personal que destine al cumplimiento del presente Contrato no adquiere frente a **EL MIPPE**, derecho a reclamación laboral alguna.

SEPTIMA: INFORMACION: **LA ASESORA** mantendrá a disposición de **EL MIPPE** la información y documentación relacionada con la ejecución del presente Contrato, durante y después de su vigencia, hasta por el término de seis (6) años después de la terminación del mismo.

OCTAVA: UNIDADES COORDINADORAS: LAS PARTES podrán designar en cualquier momento personas, unidades o despachos de coordinación para el cumplimiento de este Contrato.

NOVENA: PRESENTACION DE CUENTAS: **EL MIPPE** se obliga a pagar a **LA ASESORA** por los servicios legales prestados por ella al amparo de este Contrato, honorarios profesionales a razón de DOSCIENTOS VEINTICINCO DOLARES (US$225.00, moneda de curso legal de los Estados Unidos de América) por hora de trabajo. Además **EL MIPPE**, se obliga a reembolsar a **LA ASESORA** los gastos o erogaciones en que ésta incurra, por cuenta de **EL MIPPE**, en relación con la prestación de los servicios profesionales antes aludidos, incluyendo a manera de referencia y no como una limitación, gastos de transporte y hospedaje, fotocopiado, traducción, impresión y envío de documentos, llamadas de larga distancia y otros similares, de conformidad con los criterios establecidos en el modelo de estado de cuenta según se detalla en el Anexo "B" adjunto. Se considera, a estimaciones actuales tanto de honorarios como de gastos, que este Contrato es por un monto total de QUINIENTOS MIL DE DOLARES (US$500,000.00) acordando las partes enmendar el Contrato en lo que respecta a este monto toda vez que **EL MIPPE** así lo requiera.

A efectos del cobro de los honorarios profesionales y el reembolso de gastos, **LA ASESORA** presentará a **EL MIPPE**, mensualmente, los estados de cuenta correspondientes según se detallan en los Anexos "A" y "B" adjuntos. Dichos estados de cuenta deberán ser cancelados por **EL MIPPE** directamente a **LA ASESORA**, dentro de los treinta (30) días siguientes a la presentación de la misma, mediante pagos hechos en dólares, moneda de curso legal de los Estados Unidos de América, por transferencia cablegráfica bancaria a [ ] para el pago de estados de cuenta dirigida a la República de Panamá, **MIPPE**, o de conformidad con las instrucciones de pago que **LA ASESORA** le pueda indicar periódicamente a **EL MIPPE**. Por otra parte, los gastos en que **LA ASESORA** deba incurrir por razón de impuestos, tasas, gravámenes o derechos en la República de Panamá, serán cubiertos por la República de Panamá.

DECIMA: CAUSALES DE RESOLUCION: Serán causales de resolución administrativa del presente contrato:

a. La incapacidad comprobada de **LA ASESORA** para la ejecución de sus obligaciones.

b. Las establecidas en los Artículos 104 y 105 del Decreto Ley N°56 de 27 de diciembre de 1995.

DECIMO PRIMERA: APLICACION DE LAS LEYES: Este Contrato queda sujeto a las leyes de la República de Panamá y a la jurisdicción de los Tribunales Nacionales y **LA ASESORA** renuncia a intentar reclamación diplomática en lo tocante a los

deberes y derechos originados del Contrato, salvo en el caso de denegación de justicia. No se entiende que hay denegación de justicia cuando el contratista ha tenido expeditos, sin haber hecho uso de ellos, los recursos y medios de acción que puedan emplearse conforme a las leyes panameñas.

DECIMO SEGUNDA: CONFIDENCIALIDAD: LA ASESORA, sus funcionarios, filiales, subsidiarias y contratistas, según el caso, se comprometen a mantener absoluta confidencialidad respecto a información, objetivos y estrategias de negociación, y cualquier otro aspecto relativo y derivado de los servicios objeto de este Contrato, y este compromiso de confidencialidad se extenderá más allá de la terminación del Contrato y de los servicios prestados bajo el mismo.
El compromiso de confidencialidad incluye el compromiso del asesor de abstenerse a participar de manera directa o indirecta en el mercado de papel de Deuda Pública Panameña, a asesorar a participantes en dicho mercado, durante la vigencia del Contrato y por un periodo de seis (6) meses a partir de la terminación del Contrato o de la prestación de servicios bajo el mismo.

DECIMO TERCERA: CONTRATACION DE TERCEROS: En el caso que LA ASESORA requiera contratar los servicios de terceros para la prestación de ciertos servicios sustanciales bajo este Contrato, sólo podrá hacerlo previa autorización especifica y por escrito de EL MIPPE.

DECIMO CUARTA: PARTIDA PRESUPUESTARIA: Los egresos que ocasione a EL MIPPE la ejecución y cumplimiento del presente Contrato se harán con cargo a la partida presupuestaria #0.15.0.1.001.01.04.171, previa presentación de cuenta contra el Tesoro Nacional.

DECIMO QUINTA: TIMBRES FISCALES: Se adhieren al original de este contrato, los timbres a que se refiere el Artículo 967 del Código Fiscal.

DECIMO SEXTA: FIRMAS Y REFRENDOS: Este contrato requiere para su completa validez del refrendo del Contralor General de la República y de la aprobación del Viceministro de Planificación y Política Económica.

Para constancia, se firma el presente contrato a los días del mes de de mil novecientos noventa y siete (1997).

POR EL MIPPE

CARLOS A. VALLARINO
Viceministro de Planificación
y Política Económica

POR LA ASESORA

Eli Whitney Debevoise II

ELI WHITNEY DEBEVOISE II

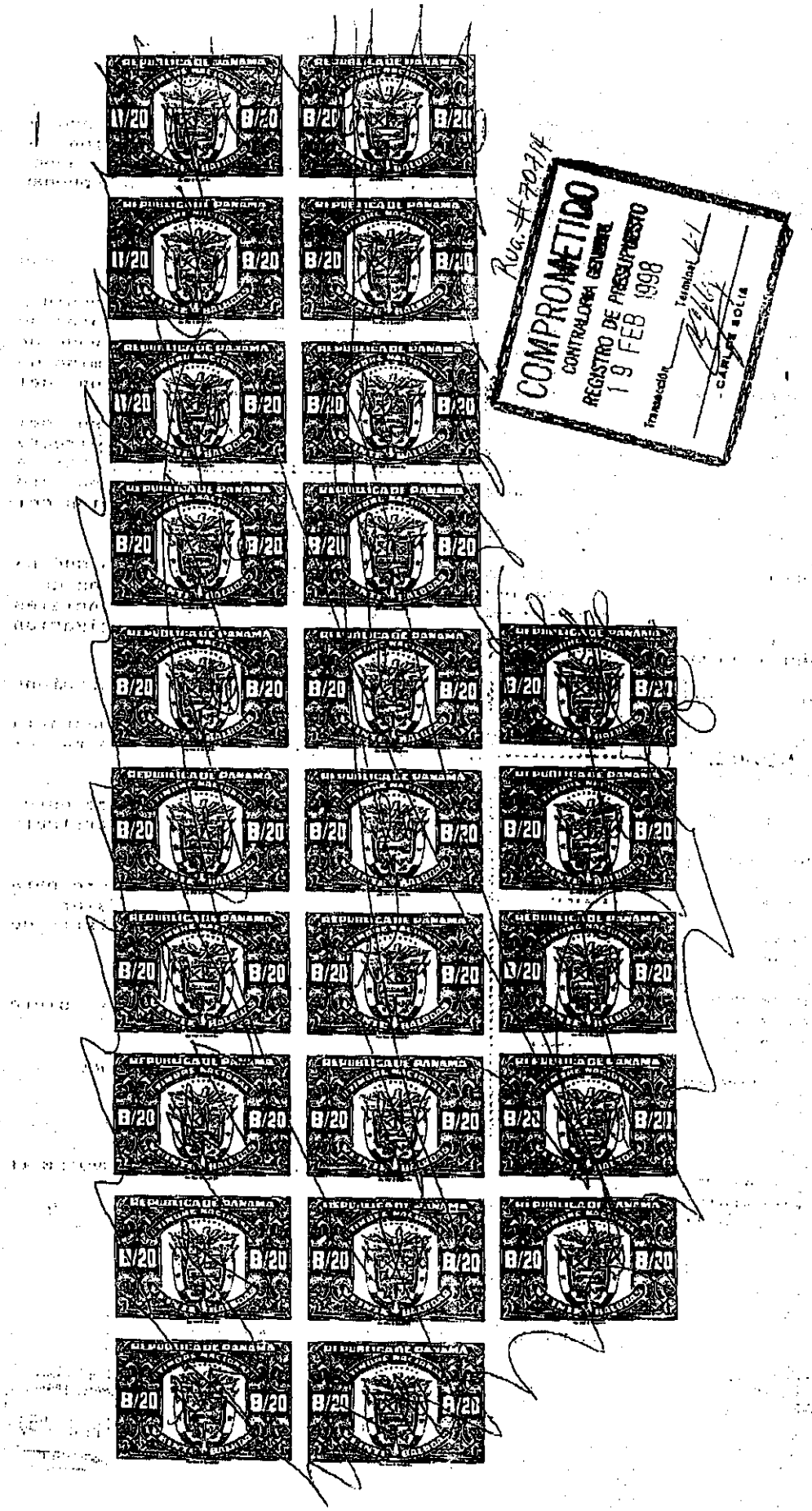
REFRENDO

CONTRALORIA GENERAL DE LA REPUBLICA

ARISTIDES ROMERO JR
Contralor General

M.I.P.P.E.
ASESORIA LEGAL
V° B°
FECHA 8/1/98

DIRECCION NACIONAL DE CONTROL FISCAL
REFRENDADO
12 FEB. 1998
Jefe de Control Fiscal


Rva. #7031F
COMPROMETIDO
CONTRALORIA GENERAL
REGISTRO DE PRESUPUESTO
19 FEB 1998
Transacción
Terminal
Clave
REPUBLICA DE PANAMA
B/20

CERTIFICATE

I, Whitney Debevoise, hereby certify that I am competent to translate from Spanish into English, and that the translation of Contract No. 020 for Specialized Professional Services for Legal Advice With Respect to a Public Debt of the Republic of Panama with Commercial Banks and That Constituted by External Bonds and of Extension Agreement No. 1, attached hereto, is true and accurate.

Whitney Debevoise

Whitney Debevoise

City of Washington)
) ss:
District of Columbia)

Subscribed and sworn to by Whitney Debevoise this 26th day of July, 1999.

Notary Public

My Commission Expires May 14, 2004.