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
Daniel J. Edelman, Inc.
International Square
1875 Eye Street, NW 9th Floor
Washington, DC 20006

2. Registration No.
3634

3. Name of foreign principal
SECOFI

4. Principal address of foreign principal
SECOFI - NAFTA Office
Embassy of Mexico
1911 Pennsylvania Ave., NW
Washington, DC 20006

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. SECOFI

b) Name and title of official with whom registrant deals. Javier Mancera
Head, SECOFI-NAFTA Office

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	Name and Title	Signature
9/2/99	Christine K. Cimko Senior Vice President	Christine K. Cimko

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.
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal
SECOFI

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.

Provide public relations services per attached contract.

Formerly OBD-65

FORM CRM-155
SEP. 1996

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

Per attached contract.

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.

Date of Exhibit B	Name and Title	Signature
9/2/99	Christine K Cimko Senior Vice President	Christine K. Cimko

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.

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

Per attached contract.

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.

Date of Exhibit B	Name and Title	Signature
9/2/99	Christine K Cimko Senior Vice President	Christine K. Cimko

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.

CONTRACT FOR THE DELIVERY OF SERVICES, ENTERED INTO BY THE FEDERAL EXECUTIVE BRANCH THROUGH ITS SECRETARIAT FOR COMMERCE AND INDUSTRIAL DEVELOPMENT, HEREAFTER REFERRED TO AS "THE SECRETARIAT," RECEIVED BY ITS CHIEF OFFICIAL, LIC. JESUS FLORES AYALA; AND THE COMPANY CALLED EDELMAN PUBLIC RELATIONS WORDWIDE, HEREAFTER REFERRED TO AS "THE CONSULTANT," RECEIVED BY ITS LEGAL REPRESENTATIVE CHRIS CIMKO, IN CONFORMITY WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

D E C L A R A T I O N S

I. **"THE SECRETARIAT"** declares that:

I.1 It is an Agency of the Federal Executive Branch [of the United States of Mexico], in conformity with articles 2 and 26 of the Basic Law for Public Federal Administration, whose competence and prerogatives are set forth in article 34 of the same ordinance.

I.2 In conformity with that which is set forth in Article 7, section V of the Interior Regulations of the Secretariat, published in the Official Bulletin of the Federation on 2 October, 1995, the Chief Clerk is the Public Servant upon whom are conferred the legal faculties to enter into this contract.

I.3. In conformity with article 15 of the Regulations, the Director General of the Juridical Consultory for Negotiations, Hugo Perezcano Diaz, JD, is the public servant responsible for the fulfillment of the obligations which derive from the object of this contract, within the realm of his competence.

I.4. That for everything relative to the coordination and execution of this contract, Javier Mancera Arrigunaga, JD, Representative Minister of "THE SECRETARIAT" in the city of Washington, D.C., USA, is designated project leader.

I.5 During Ordinary Session 13/98 of the Committee of Acquisitions, Leases and Services of the Secretariat, the form of adjudicating this contract was declared [to be] in conformity with the law.

I.6. The adjudication of this contract was performed in conformity with the proceedings of RFP No. RMSG-IR-D-01/99, in accordance with the Law for Acquisitions and Public Works.

I.7. It possesses the necessary financial resources for meeting the division of payments of this contract, according to its accreditation by Budgetary Assignation No. 681a, in conformity with article 29 of the Law for Acquisitions and Public Works facilitated by the General Office of Programming, Organization and Budget.

I. 8. Its official place of business is located in the building designated as No. 30 in the street Alfonso Reyes, Colonna Hipódromo Condesa, Delegación Cuauhtémoc, zip code

06140, Mexico, Federal District, which same it makes known for the legal ends and effects of this contract.

II **"THE CONSULTANT"** declares that:

II.1 It is a corporation established in the State of Delaware and the District of Columbia, in the United States of America.

II.2 That Ms. Cimko possesses the authority necessary for signing this contract, authority that has not been limited or revoked in any manner whatsoever.

II.3. That it possesses the professional and technical elements necessary for the fulfillment of the obligations that derive from this contract.

II.4. That its official place of business is located at 1420 K Street, NW, 10th Floor, in Washington, DC 20005-2401, USA.

II.5. That under oath it declares itself not to be in any of the conditions set forth in Article 41 of the Law of Acquisitions and Public Works.

II.6. It has considered each and every one of the factors that are required for the performance of the delivery of this service, declaring that it possesses all the technical conditions as well as the organization and elements necessary for the fulfillment of this juridical instrument.

II.7 That it knows and it obligates itself to fulfill the contents and provisions established by the Law of Acquisition and Public Works, in which the Regulations of the Law of Acquisitions, Leasing and Service Delivery relative to goods and chattel, as well as all other administrative provisions, may be applicable, as well as the contents of this contract.

II.8 Under oath, it declares itself to be current in the payments that derive from its fiscal obligations.

III **"BOTH PARTIES"** declare that:

III.1 It is their will to enter into this contract, for which the necessary authority and capacity are amply acknowledged and have not been revoked or limited in any way whatsoever, for which reason they obligate themselves in common accord in conformity with the following:

CLAUSES

FIRST – The object of this contract consists in the delivery of external consulting services for public relations and promotion in the media of the United States of America, in accordance with the work plan contained in the Consultant's Response to RFP No. RMSG-IR-D-001/99, which forms an integral part of this juridical instrument.

SECOND – The legal duration of this contract shall be from the 1st of June until the 31st of December 1999; unless **"THE SECRETARIAT,"** because of monetary matters and operations, must deem it concluded, in which case it will notify **"THE CONSULTANT"** thirty days in advance, paying **"THE CONSULTANT"** solely through the last day it has offered its services.

THIRD – **"THE CONSULTANT"** shall deliver the services to which reference is made in the first clause of this contract, in accordance with the highest standards of professional and technical quality, in conformity to its economic and technical offering as presented in its Response to **"THE SECRETARIAT'S"** RFP No. RMSG-IR-D-01/99.

The only personnel of **"THE CONSULTANT"** authorized to deliver the professional services that are the object of this contract shall be listed in Annex "A". In order to offer services in the most efficient manner possible, **"THE CONSULTANT"** shall be able to effect changes in the personnel designated in Annex A by notifying **"THE SECRETARIAT"** to that effect no later than 10 days after their incorporation into the team. **"THE SECRETARIAT"** shall be able to reject the changes introduced by **"THE CONSULTANT"** during the ten days following its receipt of written notification of change.

FOURTH – Both parties are in agreement that the amount for services and expenses that are the object of this contract shall be $237,800.00 (TWO HUNDRED THIRTY SEVEN THOUSAND, EIGHT HUNDRED AMERICAN DOLLARS 00/100), or its equivalent in national currency, which shall be paid by **"THE SECRETARIAT"** in accordance with the calendar of payments stipulated in Annex "B" of this contract.

FIFTH—The value indicated in the anterior clause shall be paid within 20 calendar days after review and acceptance by **"THE SECRETARIAT"** of the bills presented by **"THE CONSULTANT"** for review and transmission by **"THE SECRETARIAT'S"** Commercial Representative at SECOFI's Office in Washington, located at 1911 Pennsylvania Avenue, NW, 8th Floor, Washington D.C., USA.

"THE CONSULTANT" will be obligated to present as an annex to the bill a detailed and separate list of all services and expenses incurred during the month that corresponds to the bill.

'THE SECRETARIAT" and **"THE CONSULTANT"** will be able to agree upon the form and terms in which said documentation must be reported and submitted.

Services and expenses that due to the billing method or other reason were not able to be included in the respective list shall appear in the following month's list, with appropriate annotation.

SIXTH – "THE CONSULTANT" assumes total responsibility in the event that while delivering the services contemplated by this contract, it infringes patents or trademarks or violates rights on the national and international levels.

SEVENTH – Both parties agree that due to necessities of **"THE SECRETARIAT",** the delivery of services contemplated by this contract may be amplified, when and if the sum for the modifications does not exceed 15% (fifteen per cent) of the concepts and volumes originally established and the price of services is equal to that which is originally agreed upon. The preceding will be formalized by entering into an Agreement of Modification.

EIGHTH—"THE CONSULTANT" accepts that it renounces all copyrights or other exclusive rights that proceed from the delivery of services that form that subject of this instrument, all of which rights without exception will be construed in favor of the [Mexican] Federal Government.

NINTH – "THE CONSULTANT" is obligated to **"THE SECRETARIAT"** to assume responsibility for defects or hidden flaws in the quality of services, as well as for any other responsibility which it has incurred, in the terms indicated in this contract and whatever is established in the Civil Code in force.

TENTH—"THE CONSULTANT", as patron of the personnel it employs for the purposes of the services contemplated in this contract, is solely responsible for obligations derived from legal provisions and all other regulations referring to work and social security; and so **"THE CONSULTANT"** agrees to respond to any and all complaints its workers present against itself or against **"THE SECRETARIAT,"** in relation to the services of this contract.

ELEVENTH – "THE CONSULTANT" is obliged to constitute in the forms, terms and procedures contemplated in articles 38 and 39 of the Law of Acquisitions and Public Works, the guarantees which arise from the fulfillment of this contract, which in the case consists of security bond, in favor of the Treasury of the Federation, valued at 10% (ten per cent) of the total value for the life of the contract.

TWELFTH – "THE CONSULTANT" is expressly prohibited from assigning totally or partially any of the rights it acquires by entering into this contract, except payment rights, which may be assigned only under the condition of **"THE SECRETARIAT'S"** prior written authorization.

THIRTEENTH—With the exception of the obligations established in this contract, **"THE SECRETARIAT"** neither acquires nor recognizes any others in **"THE CONSULTANT'S"** favor.

FOURTEENTH—"THE SECRETARIAT" shall nullify this contract administratively and without need of judicial declaration, if **"THE CONSULTANT"** incurs any of the following events:

a) Unjustified suspension of services, which may affect the operation by **"THE SECRETARIAT;"**

b) Total or partial assignment of rights derived from this contract, apart from prior written authorization of **"THE SECRETARIAT;"**

c) The existence of a strike, of bankruptcy, or judicial declaration of insolvency;

d) In general, the non-fulfillment of any of the obligations stipulated by this contract.

FIFTEENTH—"THE SECRETARIAT" may administratively nullify this contract, written notification to this effect sufficing, without need of judicial declaration, granting to **"THE CONSULTANT"** a non-extendible period of 10 (ten) lawful days that begins when the Consultant receives the relative communication so that it may declare anything that accords with its rights; when the Consultant fails to respond; or if after analyzing the reasons adduced by the Consultant, **"THE SECRETARIAT"** considers them unsatisfactory, it may prescribe the nullification that is in accordance with law, which it will communicate to **"THE CONSULTANT"** and to the competent authorities within 10 calendar days from the date in which said nullified is declared.

"THE CONSULTANT" will be responsible for damages it may occasion to **"THE SECRETARIAT."**

SIXTEENTH—"THE CONSULTANT" may nullify this contract if **"THE SECRETARIAT"** unilaterally alters the sum of payments agreed to or fails to fulfill the obligations covenanted in this instrument, in which event they will seek a settlement satisfactory to both parties. Should the preceeding not be attained within 7 (seven) days from written notification effected by **"THE CONSULTANT"** declaring his lack of consent, **'THE CONSULTANT"** may exercise his right to nullify this contract, written communication to **"THE SECRETARIAT"** sufficing.

SEVENTEENTH—The terms and conditions anticipated in this contract are to be governed by the Law of Acquisitions and Public Works; and the provisions of the Civil Code for the Federal District in common matter and for the Federal Republic in Federal matters, and those of the Federal Code for Civil Procedures will be supplementally applicable.

EIGHTEENTH—For the interpretation and due fulfillment of the contract, both parties submit themselves to the jurisdiction and competence of the Federal Tribunals of the Federal District, expressly renouncing whatever forum may correspond to them by reason of their current or future domiciles or any other circumstances which may correspond to them.

By means of what is set forth above, both **"THE SECRETARIAT"** and **"THE CONSULTANT"** declare themselves to be in agreement and completely informed of the consequences, validity, and legal scope of each and every one of the stipulations contained in this instrument, because of which they ratify and sign in this City of Mexico the first day of June in the Year Nineteen Hundred Ninety Nine.

"THE SECRETARIAT"

BY LIC JESUS FLORES AYALA
CHIEF OFICIAL
SECRETARIAT OF COMMERCE
AND INDUSTRIAL DEVELOPMENT

"THE CONSULTANT"

BY CHRISTINE K. CIMKO
LEGAL REPRESENTATIVE
EDELMAN PUBLIC
RELATIONS WORLDWIDE

OVERSEEING OFFICIAL

LIC. HUGO PEREZCANO DIAZ

GENERAL DIRECTOR OF
THE JURIDICAL CONSULTORY FOR NEGOTATIONS

PROJECT LEADER

JAVIER MANCERA ARRIGUNAGA
SECOFI REPRESENTATIVE IN WASHINGTON, DC

Annex "A"

The following persons will offer their services to **"THE SECRETARIAT"** :

Annex B

Payment for services rendered to **"THE SECRETARIAT"** will be fulfilled in the following manner:

MONTH	AMOUNT IN AMERICAN DOLLARS
June	$33,971.43
July	$33,971.43
August	$33,971.43
September	$33,971.43
October	$33,971.43
November	$33,971.43
December	$33,971.42
TOTAL	$237,800.00

Nota

Para: Javier Mancera

De: Salvador Behar

Copia: Rosalba Ramírez

Fecha: 25 de agosto de 1999

Ref.: DCSPAP.106.99

Asunto: Contrato de Edelman

Adjunto a la presente encontrará un ejemplar original del contrato de presetación de servicios celebrado con el consultor Edelman, Public Relations Worldwide, mismo que quedó registrado ante la Dirección General de Asuntos Jurídicos el 23 de agosto de 1999 con el número 293/99.

En este sentido, te solicito se le haga llegar dicho ejemplar al consultor.

Sin otro particular, aprovecho la ocasión para enviarte un cordial saludo

CONTRATO DE PRESTACIÓN DE SERVICIOS, QUE CELEBRAN POR UNA PARTE EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL, EN LO SUCESIVO "LA SECRETARÍA", REPRESENTADA POR SU OFICIAL MAYOR, LIC. JESÚS FLORES AYALA, Y POR LA OTRA PARTE, LA EMPRESA DENOMINADA EDELMAN PUBLIC RELATIONS WORLDWIDE EN LO SUCESIVO "EL CONSULTOR", REPRESENTADA POR SU APODERADO LEGAL LA C. CHRIS CIMKO, DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

D E C L A R A C I O N E S

I "LA SECRETARÍA" declara que:

I.1 Es una Dependencia del Poder Ejecutivo Federal, de conformidad con los artículos 2° y 26 de la Ley Orgánica de la Administración Pública Federal, cuya competencia y atribuciones se señalan en el artículo 34 del mismo ordenamiento.

I.2 Conforme a lo dispuesto en el artículo 7° fracción V del Reglamento Interior de la Secretaría, publicado en el Diario Oficial de la Federación el día 2 de octubre de 1995, el Oficial Mayor es el Servidor Público que tiene conferidas las facultades legales para celebrar el presente contrato.

I.3 De conformidad con el artículo 15 del Reglamento el Director General de Consultoría Jurídica de Negociaciones, Lic. Hugo Perezcano Díaz es el servidor público responsable de dar cumplimiento a las obligaciones que se deriven del objeto del presente contrato, en el ámbito de su competencia.

I.4 Que para todo lo relativo a la coordinación y ejecución de este contrato, se designa como líder de proyecto al Representante de México en la Oficina del Tratado de Libre Comercio en Washington, D.C., EE.UU., Lic. Francisco Javier Mancera de Arrigunaga.

I.5 Durante la Sesión Ordinaria 13/98 del Comité de Adquisiciones, Arrendamientos y Servicios de la Secretaría, se dictaminó procedente la forma de adjudicación del presente contrato.

I.6 La adjudicación del presente contrato se realizó conforme al procedimiento de invitación restringida No. RMSG-IR-D-01/99, acorde a la Ley de Adquisiciones y Obras Públicas.

I.7 Cuenta con los recursos financieros necesarios para cubrir la erogación del presente contrato, según lo acredita con la asignación presupuestal número 681A conforme al artículo 29 de la Ley de Adquisiciones y Obras Públicas expedida por la Dirección General de Programación, Organización y Presupuesto.

I.8 Tiene establecido su domicilio en el inmueble marcado con el N° 30, de la calle de Alfonso Reyes, Colonia Hipódromo Condesa, Delegación Cuauhtémoc, C.P. 06140, México, Distrito Federal, mismo que señala para los fines y efectos legales de este contrato.

II **"EL CONSULTOR"** declara que:

II.1 Es una Sociedad constituida de conformidad con las leyes del estado de Delaware y establecida de conformidad con las leyes del Distrito de Columbia.

II.2 La C. Chris Cimko cuenta con las facultades necesarias para suscribir el presente contrato, mismas que no han sido limitadas o revocadas de manera alguna.

II.3 Cuenta con los elementos profesionales y técnicos necesarios para cumplir con las obligaciones derivadas del presente contrato.

II.4 Señala como su domicilio el ubicado en 1420 K Street, N.W. 10th floor, en Washington, D.C. 20005-2401, EE.UU.

II.5 Bajo protesta de decir verdad manifiesta no encontrarse en alguno de los supuestos que señala el artículo 41 de la Ley de Adquisiciones y Obras Públicas.

II.6 Ha considerado todos y cada uno de los factores que intervienen en la realización de la prestación del servicio, manifestando reunir las condiciones técnicas, así como la organización y elementos necesarios para el cumplimiento del presente instrumento jurídico.

II.7 Conoce y se obliga a cumplir el contenido y los requisitos que establece la Ley de Adquisiciones y Obras Públicas, en lo que resulte aplicable el Reglamento de la Ley de Adquisiciones, Arrendamientos y Prestación de Servicios relacionados con Bienes Muebles y las demás disposiciones administrativas, así como el contenido del presente contrato.

II.8 Bajo protesta de decir verdad, manifiesta estar al corriente de los pagos que se derivan de sus obligaciones fiscales.

III **"AMBAS PARTES"** declaran que:

III.1 Es su voluntad celebrar el presente contrato, para lo cual se reconocen ampliamente las facultades y capacidad necesarias, mismas que no les han sido revocadas o limitadas en forma alguna, por lo que de común acuerdo se obligan de conformidad con las siguientes:

CLÁUSULAS

PRIMERA.- El objeto del presente contrato consiste en la prestación de servicios de consultoría externa en relaciones públicas y promoción en medios de comunicación de Estados Unidos de América, acorde al programa de trabajo contenido en la oferta técnica

presentada por "**EL CONSULTOR**" en el procedimiento de invitación restringida No. RMSG-IR-D-001/99, mismo que forma parte integral de este instrumento jurídico.

SEGUNDA.- La vigencia del presente contrato será del 1° de junio al 31 de diciembre de 1999, a menos que, por así convenir a los intereses y funciones, "**LA SECRETARÍA**" deba darlo por concluido, en cuyo caso lo notificará a "**EL CONSULTOR**" con treinta días de anticipación, pagándole exclusivamente hasta el día en que haya proporcionado sus servicios.

TERCERA.- "**EL CONSULTOR**" prestará los servicios a los que se refiere la cláusula primera de este contrato de acuerdo con las más altas normas de calidad, técnica y profesional, de conformidad con su oferta técnica y económica presentadas a "**LA SECRETARÍA**" en el procedimiento de invitación restringida No. RMSG-IR-D-01/99.

Exclusivamente el personal de "**EL CONSULTOR**" listado en el Anexo "A" será el encargado de desahogar los servicios profesionales objeto de este contrato. Con el fin de poder prestar sus servicios de la manera más eficiente posible, "**EL CONSULTOR**" podrá realizar cambios en el personal designado en el Anexo "A", notificando para tal efecto a "**LA SECRETARÍA**", en un término no mayor a 10 días posteriores a su incorporación. "**LA SECRETARÍA**" podrá rechazar los cambios introducidos por "**EL CONSULTOR**" dentro de los diez días siguientes a que reciba la notificación escrita de los cambios.

CUARTA.- Las partes convienen en que el monto por los servicios y gastos objeto de este contrato será de $237,800.00 (DOSCIENTOS TREINTA Y SIETE MIL OCHOCIENTOS DÓLARES ESTADOUNIDENSES 00/100) o su equivalente en moneda nacional, que será cubierto por "**LA SECRETARÍA**" acorde al calendario de pagos estipulado en Anexo "B" de este contrato.

"**EL CONSULTOR**" deberá presentar, anexo a la factura, una lista pormenorizada y desglosada de todos los servicios y gastos incurridos durante el mes que corresponda a la factura.

"**LA SECRETARÍA**" y "**EL CONSULTOR**" podrán acordar la forma y términos en que dicha documentación deba ser reportada y entregada.

Los servicios y gastos que, por el método de facturación u otro motivo no hayan podido ser incluidos en la lista respectiva, se relacionarán en la lista del mes siguiente, con la indicación que corresponda.

QUINTA.- "**EL CONSULTOR**" presentará sus facturas para trámite de pago a más tardar dentro de los 45 días siguientes al mes que reporte, ante el Representante de México en la Oficina del Tratado de Libre Comercio en Washington, D.C., EE.UU., Lic. Francisco Javier Mancera de Arrigunaga, con domicilio en el número 1911, de la calle de Pennsylvania, NW 8° piso, en Washington D.C. en EE.UU., de conformidad con lo establecido en el Anexo "B"

"LA SECRETARÍA" efectuará el pago de la factura que presente **"EL CONSULTOR"**, dentro de los 20 días naturales siguientes a su recepción salvo que la factura no cumpla con los requisitos y formalidades que solicite **"LA SECRETARÍA"**, lo que será comunicado a **"EL CONSULTOR"**, dentro de los siguientes 10 días para que lo corrija.

SEXTA.- "EL CONSULTOR", asume la responsabilidad total en caso de que al proporcionar los servicios objeto del presente contrato infrinja patentes, marcas o viole registro de derechos a nivel nacional e internacional.

"LA SECRETARÍA" asume la responsabilidad de que toda la información que se le proporcione a **"EL CONSULTOR"** sea precisa y correcta y no infrinja patentes, marcas o viole registro de derechos a nivel nacional e internacional.

SÉPTIMA.- Ambas Partes están de acuerdo en que por necesidades de **"LA SECRETARÍA"** podrá ampliarse la prestación del servicio objeto del presente contrato, siempre y cuando el monto de las modificaciones no rebasen, en conjunto el 15% (quince por ciento) de los conceptos y volúmenes establecidos originalmente y el precio de los servicios sea igual al pactado originalmente. Lo anterior se formalizará mediante la celebración de un convenio modificatorio.

OCTAVA.- "EL CONSULTOR" acepta que renuncia a aquellos derechos de autor u otros derechos exclusivos que resulten de la prestación de los servicios materia de este instrumento, mismos que invariablemente deberán constituirse a favor del Gobierno Federal.

NOVENA.- "EL CONSULTOR" quedará obligado ante **"LA SECRETARÍA"** a responder por los defectos o vicios ocultos en la calidad de los servicios, así como de cualquier otra responsabilidad en que haya incurrido, en los términos señalados en el presente contrato y lo establecido en el Código Civil vigente.

DÉCIMA.- "EL CONSULTOR", como patrón del personal que ocupe con motivo de los servicios objeto de este contrato es el único responsable de las obligaciones derivadas de las disposiciones legales y demás ordenamientos en materia de trabajo y seguridad social, así mismo **"EL CONSULTOR"** conviene en responder de todas las reclamaciones que sus trabajadores presenten en su contra o en contra de **"LA SECRETARÍA"**, en relación con los servicios de este contrato.

DÉCIMA PRIMERA.- "EL CONSULTOR", se obliga a constituir en la forma, términos y procedimientos previstos en los artículos 38 y 39 de la Ley de Adquisiciones y Obras Públicas las garantías a que haya lugar con motivo del cumplimiento de este contrato, que en el presente caso consiste en una póliza de fianza a favor de la Tesorería de la Federación, por el 10% (diez por ciento) del monto total por la vigencia del contrato.

DÉCIMA SEGUNDA.- Le es expresamente prohibido a **"EL CONSULTOR"** ceder total o parcialmente los derechos que adquiere en virtud de la celebración del presente

contrato, salvo los derechos de cobro, siendo necesaria la autorización previa y por escrito de **"LA SECRETARÍA"**.

DÉCIMA TERCERA.- Con excepción de las obligaciones que se establecen en el presente contrato, **"LA SECRETARÍA"** no adquiere ni reconoce otras distintas a favor de **"EL CONSULTOR"**.

DÉCIMA CUARTA.- "LA SECRETARÍA" rescindirá administrativamente el presente contrato sin necesidad de declaración judicial, si **"EL CONSULTOR"** incurriera en cualesquiera de los siguientes casos:

a) Por suspensión injustificada de los servicios que afecte la operación por **"LA SECRETARÍA"**.

b) Ceda total o parcialmente los derechos derivados de este contrato, salvo autorización previa y por escrito de **"LA SECRETARÍA"**.

c) Por la existencia de huelga, del estado de quiebra o suspensión de pagos declarada por autoridad competente.

d) En general, por el incumplimiento a cualesquiera de las obligaciones estipuladas en el presente contrato.

DÉCIMA QUINTA.- "LA SECRETARÍA" podrá rescindir administrativamente este contrato, bastando para ello la comunicación por escrito en ese sentido, sin necesidad de declaración judicial, otorgándole a **"EL CONSULTOR"** un plazo improrrogable de 10 (diez) días hábiles contados a partir de que éste reciba la comunicación respectiva, para que manifieste lo que a su derecho convenga, de omitir respuesta o si después de analizar las razones aducidas por éste **"LA SECRETARÍA"**, estima que no son satisfactorias, dictara la resolución que proceda, la que comunicara a **"EL CONSULTOR"** y a las autoridades competentes dentro de los 10 días naturales siguientes a la fecha en que se emita dicha resolución.

"EL CONSULTOR" será responsable por los daños y perjuicios que le cause a **"LA SECRETARÍA"**.

DÉCIMA SEXTA.- "EL CONSULTOR" podrá rescindir el presente contrato si **"LA SECRETARÍA"** altera de manera unilateral el monto de los pagos acordados o incumple con las obligaciones pactadas en este instrumento, en cuyo caso buscarán un arreglo satisfactorio para ambas Partes. De no lograrse lo anterior dentro de un término de 10 (diez) días a partir de la notificación que por escrito efectúe **"EL CONSULTOR"** manifestando su inconformidad, éste podrá ejercitar el derecho a rescindir este contrato, bastando para ello comunicación por escrito a **"LA SECRETARÍA"**.

DÉCIMA SÉPTIMA - Los términos y condiciones previstos en este contrato serán regidos por la Ley de Adquisiciones y Obras Públicas y supletoriamente serán aplicables en lo conducente, las disposiciones del Código Civil para el Distrito Federal en materia común y para toda la República en materia Federal y las del Código Federal de Procedimientos Civiles.

DÉCIMA OCTAVA.- Para la interpretación y debido cumplimiento del contrato, las partes se someten a la jurisdicción y competencia de los Tribunales Federales del Distrito Federal, renunciando expresamente al fuero que pudiera corresponderles por razón de sus domicilios presentes o futuros o alguna otra causa, que pudiera corresponderles.

Por lo anteriormente expuesto, tanto **"LA SECRETARÍA"** como **"EL CONSULTOR"**, declaran estar conformes y bien enterados de las consecuencias, valor y alcance legal de toda y cada una de las estipulaciones que el presente instrumento contiene, por lo que ratifican y firman en esta Ciudad de México el día 1° de junio de mil novecientos noventa y nueve.

POR "LA SECRETARIA"

LIC. JESÚS FLORES AYALA
OFICIAL MAYOR
SECRETARÍA DE COMERCIO Y FOMENTO INDUSTRIAL

RESPONSABLE DEL PROYECTO

LIC. HUGO PEREZCANO DÍAZ
DIRECTOR GENERAL DE CONSULTORÍA JURÍDICA DE NEGOCIACIONES

LIDER DE PROYECTO

LIC. FRANCISCO JAVIER MANCERA DE ARRIGUNAGA
REPRESENTANTE DE MÉXICO EN LA OFICINA DEL TRATADO DE LIBRE COMERCIO EN WASHINGTON, D.C., EE.UU.

"EL CONSULTOR"

C. CHRIS CIMKO
REPRESENTANTE LEGAL
EDELMAN PUBLIC RELATIONS WORLDWIDE.

CONTRATO:

REGISTRADO EN LA DIRECCION GENERAL DE ASUNTOS JURIDICOS BAJO EL N° 293/99
23/08/99 EL DIRECTOR DE LO CONTENCIOSO, CONTRATOS Y ORGANOS DE GOBIERNO.

Anexo "A"

Las personas que prestarán sus servicios a **"LA SECRETARÍA"** son las siguientes:

Leslie Dach, Vice Presidente, Edelman Worldwide

Michael K. Deaver, Director de Asuntos Corporativos, Edelman Washington

Robert Rehg, Gerente General, Edelman Washington

Christine Kelley Cimko, Vice Presidente, Senior

David Crosson, Vice Presidente, Senior

James S. Issokson, Vice Presidente

Jeffrey M. Surrell, Vice Presidente

Simon R. Barker, Supervisor de Cuenta, Senior

Michal Lawler, Ejecutivo de Cuenta, Senior

Patricia M. Katayama, Ejecutivo de Cuenta, Senior

Steven P. Lombardo, CEO Edelman Research

Mary McCarty Earley, Director de Investigación Secundaria

Mitchell Schrage, Abogado

Elizabeth Lewis, Investigador Asociado

Mercedes McGhee, Diseñador Gráfico

Kelly Schaeffer, Diseñador Gráfico

William M. Lickert, Ejecutivo de Cuenta

Laurie Andrews Rossbach, Ejecutivo de Cuenta

Roquena R. Domingo, Ejecutivo de Cuenta

Kimberly L. Hale, Ejecutivo de Cuenta

Jamey Long, Asistente de Ejecutivo de Cuenta

Randi J. Steffy, Personal en entrenamiento

Annika Toenniessen, Voluntario

James Strother, Voluntario

Anexo "B"

Los pagos por los servicios prestados a **"LA SECRETARÍA"** se realizarán de la forma siguiente:

Mes	Importe en dólares estadounidenses
Junio	$33,971.43
Julio	$33,971.43
Agosto	$33,971.43
Septiembre	$33,971.43
Octubre	$33,971.43
Noviembre	$33,971.43
Diciembre	$33,971.42
Total	$237,800.00