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Translated - JTG -

Government of El Salvador

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OFFICE OF REGISTRATION UNIT

WE: RENÉ ANTONIO LEÓN RODRÍGUEZ, of legal age, economist, domiciled in Washington, District of Columbia, hereinafter Washington, D.C., United States of America, bearer of diplomatic passport number D zero zero one thousand three hundred fifty-four, acting in my capacity as Ambassador Extraordinary and Plenipotentiary of the Republic of El Salvador in Washington, D.C., United States of America, and on behalf and in representation of the MINISTRY OF FOREIGN RELATIONS of the Republic of El Salvador, evidence of which I provide by Executive Agreement number eight hundred thirteen, dated July twenty-eighth of one thousand nine hundred ninety-seven, based on executive agreement number six hundred nine *bis* dated December twenty-first of the year two thousand four, and pursuant to the provisions established in articles eighteen seventy-nine of the Public Administration Acquisitions and Contracting Law, which provisions grant me, in the capacity in which I am acting, powers to sign contracts like the present one, and in the course of this instrument I shall call myself "**THE CONTRACTING PARTY**," party of the first part, and **LAURA FOOTE REIFF**, of legal age, a United States national, migration consultant, domiciled in Virginia, United States of America, with United States passport number zero one five seven seven one nine six eight, expiration date March eight of two thousand eight, acting on behalf and in representation of the company "**GREENBERG TRAURIG, LLP**," in accordance with a private document signed by Mr. Ronald Kleinman, Managing Shareholder of said company, dated October twelfth of the year two thousand five, in which it is represented that Laura Foote Reiff is authorized to sign contracts like the present one on behalf and in representation of said company; which company is registered with the Department of State of the State of New York, according to certification issued by the Secretary of State of the city of Albany on September sixth of two thousand five; which documentation has been duly presented, certified and apostilled pursuant to the provisions established in the Hague Convention of October fifth of one thousand nine hundred sixty-one, which shall hereinafter be identified as "**THE CONTRACTOR**" or "**THE CONSULTING FIRM**," in said characters, **WE REPRESENT**: That we have agreed to grant

this **SERVICE COTRACT**, authorized by Direct Contracting, by means of Urgent Classification in area of Foreign Relations, number zero one / two thousand five dated July twenty-fifth of two thousand five. In this contract, the following terms shall be interpreted as follows: a) "Contract" is the agreement entered into between the Ministry of Foreign Relations and the Consulting Firm; b) "Service" is the consultancy detailed in the Terms of Reference; c) LACAP is the Public Administration Acquisitions and Contracting Law; d) TPS are the English initials that refer to Temporary Protection Status; e) NACARA are the English initials that refer to the Nicaragua Adjustment and Central American Relief Act. This Contract shall be governed by the obligations, conditions, agreements and waivers established in the clauses detailed as follows: **I) PURPOSE OF THE CONTRACT.** The purpose of this Consulting Contract for the rendering of specialized services provided by the Consulting Firm is to advise the Government of El Salvador, and specifically the Embassy of El Salvador in Washington, D.C., on key subjects of substantive migration policy of the United States of America. **II) FEES AND FORM OF PAYMENT.** The fees of the Consulting Firm shall be the sum of **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA** ($175,000), paid monthly, for which the Consulting Firm must provide the collection invoice detailing the service rendered. The expenses incurred by the Consulting Firm's personnel, for all visits that it makes to cities in which meetings are held with authorities from the government of El Salvador and which are agreed to between the parties, shall be borne by the CONTRACTING PARTY after authorization and submission of the respective receipts. The number of the Consulting Firm's personnel who make such visits shall also be agreed to between the parties. The amount proposed shall expressly cover the expense of airline tickets, food and housing incurred by the Consulting Firm's personnel. The Consulting Firm must remit both the receipts for its fees as well as the expense vouchers to the Embassy of El Salvador in Washington, D.C., for the Embassy to make the respective payments, which shall be made within a reasonable period after their approval. The payments made by the Embassy of El Salvador in Wash-

ington, D.C. for fees and airline, food and housing expenses shall be made by paying the amount to the bank account indicated by the Consulting Firm in a note sent to the Contracting Party. The payments of fees shall be made after receipt of the Certificate of Complete Satisfaction with the Service, issued by the Embassy of El Salvador in Washington, D.C. The payments of the other expenses shall be made against confirmation by the Embassy of El Salvador in Washington, D.C. that the expenses claimed by the Consulting Firm correspond to what is established in this Contract. III) **TERM.** The term of this Contract shall be five months starting on the first day of August of this year until December thirty-first of this year; said term may be extended in accordance with the LACP and this Contract. IV) **RENDERING OF THE SERVICES.** The services covered by this Contract shall be performed by the Consulting Firm in constant coordination with the Embassy of El Salvador in Washington, D.C. and/or any other person that may be designated by the latter for that purpose. The Consulting Firm must be available to provide verbal or written consultancy on detailed subjects with regard to the purpose of this Contract. V) **COORDINATORS.** The Coordinators in the areas of policy work shall be the Minister of Foreign Relations and the Ambassador of El Salvador in Washington, D.C. The Consulting Firm shall promptly respond to requirements for information, preparation of studies or analysis and shall attend the meetings that are requested by the Coordinators, on the subjects or matters related to the areas of policy work in order to succeed in promoting Comprehensive Migration Reform in the Congress of the United States of America that benefits the Salvadorans who reside in that country. VI) **REPORTS.** Prior to each payment, the Consulting Firm must make a duly signed written report, submitted to the Embassy of El Salvador in Washington, D.C. The Embassy shall issue the Certificate of Complete Satisfaction with the Report after approval from the respective authorities of the government of El Salvador, in accordance with the contents of the report. The reports must contain a summary of the activities carried out and must have appended thereto all documents prepared during the rendering of the services. In addition, CONTRACTOR must submit a final report

that includes the advice provided. **VII) CONFIDENTIALITY CLAUSE.** All information provided by the Embassy of El Salvador in Washington, D.C. to the Consulting Firm in relation to this Contract shall be confidential in nature. The Consulting Firm therefore undertakes to: 1) Protect the information appropriately and with said confidential nature; 2) Use the confidential information solely to fulfill its obligations under this Contract; and 3) Reproduce the confidential information only insofar as required to fulfill its obligations under this Contract. Failure to comply with the foregoing shall be cause for immediate termination of the contract, with no liability whatever for the government of El Salvador and/or the Embassy of El Salvador in Washington, D.C. The Embassy of El Salvador in Washington, D.C. shall instruct the Consulting Firm about the information that will be treated as non-confidential. **VIII) INTELLECTUAL PROPERTY CLAUSE.** The intellectual property ownership of the results of the services rendered by the Consulting Firm shall belong to CONTRACTING PARTY. **IX) OBLIGATIONS OF THE CONTRACTING PARTY.** The source for the payment for the services covered by this Contract is the budget that the Ministry of Foreign Relations of the Republic of El Salvador has assigned for the current year to the Embassy of El Salvador in Washington, D.C. **X) OBLIGATIONS OF THE CONSULTING FIRM.** The rendering of the services covered by this Contract shall include the following obligations: a) To promote a Comprehensive Migration Reform in the Congress of the United States of America that benefits Salvadorans residing in this country, especially the more than 235,000 Salvadorans who are beneficiaries of the Temporary Protection Status, in order to obtain permanent residency; b) To advise in the formulation of a comprehensive migration strategy that makes it possible to support initiatives that are being developed in the Administration and in the Congress of the United States of America; c) To advise on and monitor the new bills being developed in the Congress of the United States of America to protect us from proposals that are detrimental to Salvadoran migrants; d) To monitor and advise on initiatives that anti-immigrant groups are developing and supporting to achieve more severe migration laws and programs, in order to succeed in neutralizing them; e)

To have access to key congressmen and pro-migration groups in order to seek and support new migration initiatives that favor Salvadorans; f) To advise in the search for balance between migration benefits for Salvadorans and the subject of national security; g) To advise in the search for recognition by the administration of the United States of America of identification documents from the government of El Salvador; h) To advise in the search for border migrant safety programs; i) To advise in the search for special permits for past violations of the immigration law; j) To advise in the revision of laws that penalize employers for hiring migrants and methods for identifying individuals authorized for jobs; k) To remit all documentation that emerges from activities related to this Contract; said documentation must be submitted in writing to the Embassy of El Salvador in Washington, D.C., in compliance with the confidentiality clause of these presents. The contracting company shall have the responsibility of heeding verbal consultations in the context of rendering its services. **XI) ASSIGNMENT.** The Consulting Firm is expressly prohibited from transferring or assigning, for any reason whatever, the rights and obligations deriving from this Contract. **XII) RESPONSIBILITY FOR DEFICIENCIES.** When some deficiency is revealed in the Consulting Contract, it shall be indicated by the Embassy of El Salvador in Washington, D.C. by a note provided to the Consulting Firm; the Consulting Firm shall then have a period of not more than ten business days to remedy it, under penalty of termination of the Contract. If the indicated deficiency, or other deficiency that may be hidden, results in damages and loss against the CONTRACTING PARTY, which cannot be corrected, they shall be compensated for by the Consulting Firm. **XIII) BREACH OF CONTRACT.** In the event of unjustified delays in the fulfillment by the Consulting Firm of the obligations deriving from this Contract, the penalties established in the LACAP shall be applied. The Consulting Firm expressly submits to the sanctions that derive from the law or from this Contract, which sanctions shall be imposed by the Contracting Party, which shall have competence in imposing them. **XIV) TERMINATION.** In addition to the causes for termination established in paragraphs a) and b) of article ninety-four of the LACAP and in other

laws in effect, the following shall be grounds for termination: If the representatives and/or employees of the Consulting Firm perform any action or omission against the constitutional principles of the Republic of El Salvador, or any act is verified which, in general terms, can cause the loss of credibility it has in the area of its specialization, or conduct that results in conflicts of interest. **XV) AMENDMENT, EXTENSION AND/OR DEFERRAL.** This Contract in any of its parts may be amended and extended by mutual agreement. Its term may also be extended pursuant to the law, on the condition that one of the following situations is met: a) When for reasons of force majeure or act of God a conflict is required to be resolved, as established in clause XX of this Contract; and b) When it is necessary to ensure continuity of the service covered by this Contract. In these cases, the Embassy of El Salvador in Washington, D.C. shall issue the respective Resolution of Amendment, Extension or Deferral of Contract, which shall subsequently be signed by both parties, for which this same instrument shall be evidence of the contractual obligation resulting from said extension, amendment or deferral. **XVI) CONTRACTUAL DOCUMENTS.** The following documents form part of this Contract and are considered to be incorporated therein, with full application insofar as they do not contradict these presents: a) The Terms of Reference; b) The Bid for the Service submitted by the Consulting Firm; c) The resolution authorizing the Direct Contracting. **XVII) INTERPRETATION OF THE CONTRACT.** Pursuant to article eighty-four paragraphs one and two of the LACAP, the contracting entity reserves the right to interpret this Contract in accordance with the Constitution of the Republic of El Salvador, the Public Administration Acquisitions and Contracting Law, other applicable laws and the General Principles of Administrative Law, in the manner that is most suitable to the public interest that the rendering of the service covered by this instrument is intended to satisfy directly or indirectly; to that end it may issue such written instructions as it deems appropriate. The CONTRACTOR expressly accepts such provision and undertakes to comply strictly with the instructions issued by the contracting entity in this respect, which instructions shall be communicated by means of the Em-

bassy of El Salvador in Washington, D.C. **XVIII) UNILATERAL AMENDMENT.** It is agreed by both parties that when the public interest makes it necessary, whether because of new needs, unforeseen causes or other circumstances, the contracting entity may unilaterally amend this Contract, issuing the respective resolution for that purpose, which resolution shall form an integral part of this Contract. It is understood that any amendment shall fall within the parameters of reasonableness and good faith. **XIX) ACT OF GOD OR FORCE MAJEURE.** For reasons of act of God or force majeure, and pursuant to article eighty-six of the LACAP, the Consulting Firm, after providing evidence, may request an extension of the term of compliance with the obligations covered by this Contract. In any event, and apart from the authority of the entity to grant such extension, it shall be granted by means of well-reasoned resolution that shall form an integral part of this Contract. **XX) RESOLUTION OF CONFLICTS.** In order to resolve differences or conflicts that arise during the performance of this Contract, the provisions of Title VIII Chapter I of the LACAP shall apply. **XXI) BILATERAL TERMINATION.** The contracting parties, pursuant to article ninety-five of the LACAP, may bilaterally terminate the legal relationship deriving from this Contract. In such case the respective termination resolution must be issued and the rescission instrument must be executed within a period of no more than eight business days after notice of such resolution. **XXII) JURISDICTION AND APPLICABLE LAW.** For the jurisdictional purposes of this Contract, the parties submit to the laws in effect in the Republic of El Salvador, which shall be applicable pursuant to the provisions of article five of the LACAP. Moreover, they establish the city of San Salvador as special domicile, and submit to the competence of its courts; the Consulting Firm waives the right to appeal a seizure order, order of judicial sale and any other interlocutory order appealable in an action that may be brought against it; the person designated by the contracting entity shall be depository for the seized property, and said person is exempt from the obligation to post bond and render accounts, the commitment being made to pay the expenses incurred thereby, including personal expenses, even if not ordered to pay costs. **XXIII) NOTICES.**

Any notice that can or must be given in virtue of this Contract shall be made in writing and shall be considered to have been given when it is hand-delivered to an authorized representative of the party to which it is addressed, or when it is sent by certified mail, electronic mail or fax to said party at the following addresses: For the Consulting Firm: 800 Connecticut Avenue, N.W., Suite 5000, Washington, D.C., 20006. Telephone: 202-331-3100, fax: 202-331-3101, e-mail ReiffL@gtlaw.com. For the Contracting Party: Embassy of El Salvador in Washington, D.C., 2308 California Street N.W., Washington, D.C. 20008. Embassy telephones: 202-387-6511, 202-265-9671/72. Fax: 202-234-3834. Thus set forth by us, the grantors of this instrument, who are informed and aware of the terms and legal effects of this Contract, and because it is in the interests of the parties we represent, ratify the contents thereof, in witness whereof we sign this Contract in triplicate, each party receiving one copy and a third copy for the Ministry of Foreign Relations of the Republic of El Salvador, in the city of Washington, D.C., on August first of the year two thousand five.

[illegible signature]
René A. León

[illegible signature]
Laura Foote Reiff

[seal:
REPUBLIC OF EL SALVADOR
IN CENTRAL AMERICA]

EMBASSY OF EL SALVADOR IN THE UNITED STATES OF AMERICA
MINISTRY OF FOREIGN RELATIONS

MODIFYING RESOLUTION No. 1
TO THE SERVICE CONTRACT DATED 08/01/2005

The Ambassador Extraordinary and Plenipotentiary of the Republic of El Salvador in Washington, D.C., United States of America, on behalf and in representation of the **MINISTRY OF FOREIGN RELATIONS** of the Republic of El Salvador, in virtue of Executive Agreement number six hundred nine-*BIS*, dated December twenty-first of two thousand four, and in accordance with the provisions of articles eighteen and seventy-nine of the Public Administration Acquisitions and Contracting Law; and Mrs. Laura Foote Reiffe on behalf and in representation of the consulting firm **GREENBERG TRAURIG LLP.**

WHEREAS:

I. By means of a contract dated August first of two thousand five, executed between the Embassy of El Salvador in the United States of America and the firm Greenberg Traurig LLP, consulting services were contracted for said firm to advise the government of El Salvador and the Embassy of El Salvador in the United States of America on substantive key migration policy of the United States of America.

II. Currently negotiations are being carried out to extend the Temporary Protection Status (TPS), which expires on September 9, 2006, for the more than 240,000 Salvadorans who benefit therefrom.

III. Negotiations are being carried out with the Administration and the Congress of the United States of America to achieve a Comprehensive Migration Reform that benefits most Salvadorans in the United States and which allows the permanent migration legalization of the co-nationals who currently have temporary migration status.

IV. On December 8, 2005 the Border Protection, Antiterrorism, and Illegal Immigration Control Act of 2005 (*H.R. 4437*) was passed in the House of Representatives of the United States of America, which is clearly a law that does not favor undocumented immigrants.

V. The migration debate will intensify early in the year 2006, especially in the Senate of the United States of America, where the possibility will be discussed of a Temporary Workers Program that has been proposed by the President of the United States of America and which could benefit a large number of Salvadorans.

VI. If the Senate's bill is approved, it will be sent, along with the bill approved in the House of Representatives (H.R. 4437), to a "conference session" to reconcile both bills; it is estimated that this discussion will begin in the first half of 2006.

VII. The contract signed between the Embassy of El Salvador in the United States of America and the firm Greenberg Traurig LLP ends on December thirty-first of two thousand five.

VIII. In the implementation of Clause XV) AMENDMENT, EXTENSION AND/OR DEFERRAL of the Contract, the amendment and extension of any of its parts is authorized by mutual agreement, its term being extendable pursuant to the law, on the condition that one of the following situations is met: ... b) When it is necessary to ensure continuity of the service covered by this Contract. In these cases, the Embassy of El Salvador in Washington, D.C. shall issue the respective Resolution of Amendment, Extension or Deferral of Contract, which shall subsequently be signed by both parties, for which this same instrument shall be evidence of the contractual obligation resulting from said extension, amendment or deferral."

THEREFORE

Based on the foregoing recitals and pursuant to CLAUSE XV of the above-mentioned contract, both parties

AGREE TO:

1. Amend Clause III TERM of the original contract, dated August first of two thousand and five, executed between the Embassy of El Salvador in the United States of America and the firm Greenberg Traurig LLP, extending the term thereof, for the period between January third to May thirty-first of the year two thousand six.

2. In order to pay for this Modifying Resolution, the Embassy of El Salvador in the United States of America shall make the payment from the source of financing it has for this type of contract, to cover the amount of this resolution.

3. Keep the remainder of the clauses in effect, and under the same conditions.

IN WITNESS WHEREOF, we sign this modifying resolution in three copies of equal text and binding force, in the city of Washington, D.C., on the twenty-third day of the month of January in the year two thousand six.

Signed: [illegible signature]
RENÉ A. LEÓN
EMBASSY OF EL SALVADOR
IN THE
UNITED STATES OF AMERICA

Signed: [illegible signature]
GREENBERG TRAURIG LLP
REPRESENTATIVE
LAURA FOOTE REIFF