U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as 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, DC. 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.

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.
Greenberg Traurig, LLP	5712

3. Name of Foreign Principal
Government of El Salvador

2007 JUL 31 PM 2:52
CRIMINAL DIVISION
REGISTRATION UNIT

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.

In continuation of our representation, together with Ms. Ana Navarro as a consultant, the contract will continue through December 31, 2007. The contract will be for a total of $475,000 to be paid in nine equal installments plus any associated costs.

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

Working with the embassy staff of El Salvador, Greenberg Traurig will assist with the shaping of U.S. immigration policy as it uniquely affects the Salvadoran population. Greenberg Traurig activities on behalf of El Salvador will involve contact with Executive and Legislative branch personnel.

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

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

To promote a comprehensive Imigration reform in the Congress of the United States. Meetings with members of the Executive and Legislative Branch

Date of Exhibit B	Name and Title	Signature
7/30/2007	Laura Foote Reiff, Shareholder	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Greenberg Traurig

Laura F. Reiff
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REIFFL@gtlaw.com

2007 JUL 31 PM 2:52
OFFICE OF REGISTRATION UNIT

March 2, 2007

VIA HAND DELIVERY

His Excellency Rene Antonio León Rodríguez
Ambassador
Embassy of El Salvador
2308 California Street N.W
Washington, D.C. 20008

Re: Agreement for Continued Greenberg Traurig (Ana Navarro) Representation of the Government of El Salvador

Dear Mr. Ambassador:

It has been a distinct pleasure to provide legal and governmental affairs assistance to the Government of El Salvador (GOES) on evolving U.S. immigration policy and assisting GOES in participating in the process of shaping that policy.

In continuation of our representation, we propose that, together with Ms. Navarro's consulting services, the contract will commence on April 1, 2007 and would be on-going through December 31, 2007. The contract will be for a total amount of $475,000.00 to be paid in monthly installments, plus associated expenses.

We look forward to continuing our work with you on these important issues. If you are in agreement with this proposed retainer agreement, please sign as indicated below keeping a copy for your records.

Please do not hesitate to contact me to discuss this proposed arrangement.

Sincerely,

Laura Foote Reiff

ACCEPTED AND AGREED:

_____ Date: _____
His Excellency Rene Antonio León Rodríguez,
Ambassador
Embassy of El Salvador

2007 JUL 31 PM 2:52
CRM/ISS/REGISTRATION UNIT

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VIA ELECTRONIC MAIL/FEDERAL EXPRESS

His Excellency Rene Antonio León Rodríguez
Ambassador
Embassy of El Salvador
2308 California Street N.W
Washington, D.C. 20008

Re: Immigration Policy: Proposed Greenberg Traurig (Ana Navarro) Representation of El Salvador

Dear Mr. Ambassador:

It was a pleasure to meet with you, President Saca, Foreign Minister Lainez, and Vice Foreign Minister Escobar together with Ms. Ana Navarro some months ago to discuss evolving U.S. immigration policy, and the ways and means by which the Government of El Salvador (GOES) can participate in the process of shaping that policy. As we discussed, we believe that our team at Greenberg Traurig (GT) can, together with the consulting services of Ms. Navarro, provide important substantive legal and governmental affairs assistance to the Salvadoran Government on this complex and important issue. We understand the delicate nature of the government's role in the migration policy debate. We are also aware of the highly sophisticated Embassy officials already working on this issue. Therefore, we propose to work with the Embassy's excellent staff to further the GOES's interests on migration policy from the political, economic, national security and humanitarian perspectives.

Specifically, we propose to work with the GOES in formulating and making known its views and goals on immigration policy. Since a new immigration policy would impact a significant Salvadoran population, it is important for diplomatic, economic, security and humanitarian reasons that any revision to U.S. immigration law be thorough and address unique issues significant to the Salvadoran population. (See enclosed materials regarding the current state of U.S. immigration policy.) We respectfully submit that GT can enhance the Embassy's ability to shape and express the GOES's position regarding the development of a workable immigration policy because of our substantive expertise in immigration law; our historical involvement in the issue; and our unparalleled advocacy capabilities and resources. We will also be actively participating in the Embassy's and Foreign Ministry NACARA outreach/PR campaign and traveling to the targeted cities at the Embassy's request.

Substantive Immigration Representation

GT is well equipped to assist and advise the GOES on key substantive immigration policy issues. These issues include but are not limited to:

- A reliable mechanism for legalizing the status of undocumented Salvadorans living in the U.S.
- NACARA Relief Expanded
- Temporary Protected Status Programs folded into new legal immigration programs
- Cross-border migrant security programs
- Recognition of identity documents provided by the GOES
- An amended and workable process for attaining permanent residence
- Respect for family unity
- Adequate waivers for past immigration violations
- Creation of an efficient temporary worker visa program that would permit circularity
- Revision of the employer sanctions laws and methods for identifying employment-authorized individuals
- Length of time for implementation of a new program and status of workers in the interim
- Totalization agreements and social security fund administration
- Impact of Remittances
- Participation and counsel on NACARA outreach effort and PR campaign

We also have intimate knowledge of past, present and future legislative efforts and can help shape new proposals from both a political and substantive perspective

Laura Reiff, the head of GT's national immigration practice, has been one of the leading immigration policy advocates on behalf of corporate clients, heads of State and not-for-profit organizations for the past 15 years. She is currently the co-chair of the Essential Worker Immigration Coalition (EWIC), an organization she co-founded almost six years ago. EWIC is a broad-based coalition of national businesses and trade associations from across the industry spectrum concerned with the shortage of both semi-skilled and unskilled ("essential worker") labor. EWIC supports policies that facilitate the employment of essential workers by U.S. companies that are unable to find American workers. Laura has worked extensively with religious organizations, immigrants rights groups, unions and many offices on Capitol Hill to help shape a bi-partisan effort to meet the U.S. immigration policy needs. Her efforts have intensified over the past 18 months through work with the Administration and White House in anticipation of the President's January 7, 2004 introduction of the principles on immigration reform. Moreover, she heads a team of seasoned immigration experts with proven success in formulating and changing immigration policy. For example, our immigration advocacy team, spearheaded through the efforts of Elissa McGovern, achieved significant immigration legislative changes in 2000 and 2002, in two separate congressional sessions, and then worked with the agencies charged with implementation to fully ensure the intended interpretations.

Elissa McGovern has in fact been an advocate for immigration issues for 10 years beginning with her tenure as a lobbyist for the national immigration bar association.

The GT immigration advocacy team has extensive experience working with all branches of the U.S. government on substantive immigration issues. For example, we have worked with our contacts at the U.S. Treasury Department to advocate for the use of the matricula consular identity document. We have worked extensively in the regulation promulgation arena and have submitted comments in response to agency notice of proposed rule making. These agencies include, but are not limited to, the Departments of Justice, State, Homeland Security, Treasury, and Labor. We have also worked extensively, from the top down, at all the aforementioned agencies to help shape Administration policy before regulations are promulgated. Moreover, our contacts and experience working directly with the White House Domestic Policy Staff provide a solid connection to help clarify and educate on important immigration and immigration-related matters.

Governmental Representation

GT prides itself on its culture of success. We use various approaches to achieve clients' objectives. We help clients overcome legislative and regulatory challenges, and provide practical business-focused solutions that enhance their competitive position. Our political experience is unsurpassed. GT is a strong and highly-respected bipartisan team with access to decision-makers at every level of government. Our team includes former elected officials, as well as former top aides and policy officials in the U.S. Congress, Executive Branch, and various State Governments. GT has a vast political network. GT is in the midst of building a national network of politically-connected and experienced governmental affairs teams that can represent corporations and governmental entities in any forum -- before the Executive Agencies, the U.S. Congress, as well as State and Administrative Agencies. GT is also a law firm. We combine substantive experience with a sophisticated understanding of the congressional and administrative policy process resulting in a full range of options for clients through business, litigation and governmental strategies.

GT is well equipped to help the Congressional Affairs representatives of the Embassy of El Salvador educate Members of Congress, the Administration and the public in general on the substantive needs of both countries with respect to an immigration policy. We will reassure El Salvador's traditional supporters that workable immigration policies will enhance the relationships between El Salvador and its historic champions in the U.S. and explain that El Salvador is committed to cross-border security and free market competition. We will also work with those who are not traditionally supporters of El Salvador especially with respect to immigration. This will require efforts with the Administration, the agencies and on both sides of the aisle in Congress and use of GT's strong ties to the White House.

We are an international law firm with extensive experience in representing clients throughout the Americas. We are uniquely positioned as the only national lobbying firm in the U.S. with a seamless nationwide network of bipartisan government lobbyist services at the

federal and state level. GT has key lobbyists, international trade/migration specialists and Consultants such as Laura Reiff, Ana Navarro, Fred Zeidman, Sam Skinner and Jim Bacchus to guide GOES input on this important issue.

- Ana V. Navarro is a political and public relations consultant based in Miami, Florida. She works at the state and federal level. She has particular expertise in immigration issues and Latin America. She currently represent international clients in the private and public sector. She obtained a Juris Doctorate in 1997 and before that, a Bachelor's degree in Political Science from the University of Miami. She worked as an immigration specialist at the law firm of Michael Bander and Associates. In 1997, she served as special counsel to the Foreign Ministry of Nicaragua and in that role, was one of the leading advocates and strategists behind the passage of the Nicaraguan Asjustment and Central American Relief Act (NACARA). In 1998, as an advisor to then-candidate Jeb Bush, she was actively involved in the advocacy efforts to pass HARIFA, which gave permanent immigration status to thousands of Haitians. She was active in Governor Jeb Bush's campaign and served on his Transition Team and as his first Director of Immigration Policy. After leaving government, she joined the global public relations firm, Burson-Marsteller where she specialized in government relations work involving Latin America, the State of Florida and Hispanics in the United States. Through her work, she has developed strong working relationships with elected officials on both sides of the aisles and national advocacy groups. She has served on the board of the National Immigration Forum, One Nation and Florida FTAA.

- With respect to the Administration, GT's Fred Zeidman is perfectly positioned to help develop stronger and closer relations with the Bush White House. Fred is a Senior Director of Governmental Affairs in our Washington office. A lifelong Texan, he has strong personal ties to the Bush White House. Fred is a close friend and confidante of President George W. Bush and has regular contact with Bush political advisers Karl Rove and Ken Mehlman. Fred was appointed by President Bush in 2002 as Chairman of the U.S. Holocaust Memorial Council and currently continues to serve in that role. Fred has just returned from serving as the President's representative to the memorial ceremonies commemorating the 60th Anniversary of the liberation of Auschwitz.

- Greenberg Traurig is also fortunate to have Sam Skinner, Secretary of Transportation to the first Bush Administration as one of our principle government affairs representatives. Mr. Skinner also enjoys very close ties to the Bush Administration and numerous influential Members of Congress. Mr. Skinner served as Chief of Staff to President George H. W. Bush. As Chief of Staff, he coordinated the activities of numerous cabinet departments and administrative agencies reporting to the President. Prior to his White House Service, he served in the President's Cabinet for nearly three years as Secretary of Transportation. In that capacity, he served as Chief Executive Officer of a Department with a budget of over $30 billion and a workforce of 105,000 people. As Secretary, Mr. Skinner was credited with numerous successes, including the development of the

President's National Transportation Policy and the development and passage of landmark aviation and surface transportation legislation.

- Jim Bacchus is a former Member of Congress from Florida, and a longtime advocate of immigration reform as a part of a broader effort to maintain and enhance friendship and cooperation between the United States and El Salvador. Bacchus first became involved in the immigration issue while working for the Chairman of then-President Jimmy Carter's Select Committee on Immigration and Refugee Policy. While a trade negotiator for the United States during the Carter Administration, Bacchus was involved in the efforts to secure Mexico's accession to membership in the GATT. Later, as a Member of Congress, he was a leading supporter of the North American Free Trade Agreement, and played a key role in swaying the votes in Florida that ensured NAFTA's passage. Bacchus, a Democrat who represented a heavily Republican district in Central Florida, has strong ties on both sides of the aisle and on both sides of the Hill. After deciding not to seek reelection to the Congress in 1994, he was nominated by the United States for appointment to the new Appellate Body of the World Trade Organization (WTO) in 1995. For the past eight years, he has served in Geneva as one of seven appellate judges, including two terms as Chair. Bacchus completed his service at the WTO in December, returning to GT as chairman of the firm's Global Trade Practice Group. His expertise on WTO rules as they relate to the "movement of natural persons" gives him added insight into migration as an international economic issue, and the continued respect for him in both parties and in both the executive and the legislative branches of the United States Government gives him the political ability to be of unique assistance to the GOES as part of the GT team.

GT has numerous long-term relationships with Members of the US Senate and House Republican majority leadership, as well as with senior Members of the Foreign Relations, Trade, Commerce and Judiciary Committees. GT can add new advocates for the GOES in additional to working with the already sizeable number of GOES advocates. This is especially important since many Senators and Members are currently antagonistic to immigration reform. Continued involvement with grassroots organizations is also a necessity.

Conclusion

As the Senate will be the place from which the new immigration policy will need to emanate, we can assist the GOES in making the most of its resources in reaching out to that Body. We would assist through lobby efforts of key Senate staff, including the Senate GOP leadership staff, the Senate GOP legislative directors, as well as the Senate Republican Policy Committee staff. Moreover, as the House Republican leadership is going to play a critical role the GOES will be able to utilize GT's unique capabilities in accessing and educating key House Members. We would also work with the White House, the Administration, as well as with the minority leadership in expressing the interests of the GOES. At this time, we believe our unparalleled capabilities would provide a catalyst to ensure that GOES's concerns are addressed and a new immigration policy is implemented.

For purposes of the above-described Governmental Affairs strategy, we propose that, together with Ms. Navarro's consulting services, a combined monthly fee of $35,000. We anticipate that the contract would commence upon approval of this contract by GOES and would be on-going through December 31, 2005 with an option to be renewed for one year, if both parties agree.

We look forward to further discussions with you and your team to discuss this important issue and potential representation.

Sincerely,

Laura Foote Reiff

Attachment: GT and Consultants Biographies

EMBAJADA DE EL SALVADOR EN LOS ESTADOS UNIDOS DE AMERICA
MINISTERIO DE RELACIONES EXTERIORES

RESOLUCION MODIFICATIVA Nº 01
AL CONTRATO DE PRESTACION DE SERVICIOS DE FECHA 01/08/2005

El Señor Embajador Extraordinario y Plenipotenciario de la República de El Salvador en Washington, D. C. Estados Unidos de América, en nombre y representación del **MINISTERIO DE RELACIONES EXTERIORES** de la República de El Salvador, en virtud del Acuerdo Ejecutivo número seiscientos nueve- BIS, de fecha veintiuno de diciembre de dos mil cuatro, y de conformidad a lo establecido en los artículos dieciocho, y setenta y nueve de la Ley de Adquisiciones y Contrataciones de la Administración Pública; y la señora Laura Foote Reiff en nombre y representación de la firma consultora **GREENBERG TRAURIG LLP.**

CONSIDERA:

I. Que mediante contrato de fecha primero de agosto de dos mil cinco otorgado entre la Embajada de El Salvador en los Estados Unidos de América y la firma Greenberg Traurig LLP., se contrataron los servicios de consultoría con el objeto que este último asesorara al Gobierno de El Salvador y a la Embajada de El Salvador en los Estados Unidos de América en temas claves de política migratoria sustantiva de los Estados Unidos de América.

II. Que actualmente se están realizando gestiones para lograr la extensión del Estatus de Protección Temporal (TPS, por sus siglas en inglés) para los más de 240,000 salvadoreños beneficiarios, cuyo plazo vence el 9 de septiembre de 2006.

III. Que se están realizando gestiones ante la Administración y el Congreso de los Estados Unidos de América para lograr una Reforma Migratoria Integral que beneficie el mayor número de salvadoreños en los Estados Unidos y que permita la legalización migratoria permanente de los connacionales que actualmente cuentan con un estatus migratorio temporal.

IV. Que el 8 de diciembre de 2005 fue aprobada en la Cámara de Representantes de los Estados Unidos de América la "Ley para el Control de la Migración Ilegal, el Antiterrorismo y la Protección de la Frontera de 2005 *(H.R. 4437*, siendo claramente una legislación que no favorece a los inmigrantes indocumentados.

V. Que el debate migratorio se intensificará a principios del año 2006, especialmente en el Senado de los Estados Unidos de América, donde se discutirá la posibilidad de un Programa de Trabajadores Temporales que ha sido propuesto por el Presidente de los Estados Unidos de América y que podría beneficiar a un gran número de salvadoreños.

VI. Que si la propuesta legislativa del Senado es aprobada, ésta se enviaría junto a la legislación aprobada en la Cámara de Representantes (H.R. 4437) a una "sesión de conferencia" para conciliar ambas legislaciones, estimándose que esta discusión se iniciará en el primer semestre de 2006.

VII. Que el contrato otorgado entre la Embajada de El Salvador en los Estados Unidos de América y la firma Greenberg Traurig LLP finaliza el día treinta y uno de diciembre de dos mil cinco.

VIII. Que haciendo uso de la Cláusula XV MODIFICACIÓN, AMPLIACIÓN Y/O PRÓRROGA del contrato, se autoriza su modificación y ampliación de común acuerdo en cualquiera de sus partes, señalándose que podrá ser prorrogado en su plazo de conformidad con la Ley, siempre y cuando concurra una de las situaciones siguientes:... b) Cuando sea necesario darle continuidad al servicio objeto del presente Contrato. En tales casos, la Embajada de El Salvador en Washington, D.C., emitirá la correspondiente Resolución de Modificación, Ampliación o Prórroga de Contrato, la cual será firmada posteriormente por ambas partes, para lo cual este mismo instrumento acreditará la obligación contractual resultante de dicha ampliación, modificación o prórroga".

POR LO TANTO

Con base en los considerandos antes expuestos y de acuerdo a la CLÁUSULA XV del contrato arriba citado, ambas partes

ACUERDAN:

1. Modificar la Cláusula III PLAZO, del contrato original, de fecha primero de agosto de dos mil cinco otorgado entre la Embajada de El Salvador en los Estados Unidos de América y la firma Greenberg Traurig LLP, prorrogando el plazo del mismo, durante el período comprendido del tres de enero al treinta y uno de mayo del año dos mil seis.

2. Para dar cumplimiento de pago de la presente Resolución Modificativa, la Embajada de El Salvador en los Estados Unidos de América, efectuará el pago de la fuente de financiamiento de la que dispone para este tipo de contratos, para cubrir el monto de la presente resolución.

3. Mantener el resto de las cláusulas vigentes y en las mismas condiciones.

EN FE DE LO CUAL, firmamos la presente resolución modificativa, en tres ejemplares de igual tenor y fuerza obligatoria, en la ciudad de Washington, D.C., a los veinte y tres días del mes de enero del año dos mil seis.

F_____
RENE A. LEON
EMBAJADA DE EL SALVADOR EN LOS ESTADOS UNIDOS DE AMERICA

F_____
GREENBERG TRAURIG LLP
REPRESENTATIVE
LAURA FOOTE REIFF

NOSOTROS: RENÉ ANTONIO LEÓN RODRÍGUEZ, mayor de edad, economista, del domicilio de Washington, Distrito de Columbia, en adelante Washington, D.C., Estados Unidos de América, portador de mi pasaporte diplomático número D cero cero mil trescientos cincuenta y cuatro, actuando en mi carácter de Embajador Extraordinario y Plenipotenciario de la República de El Salvador en Washington, D.C., Estados Unidos de América, y en nombre y representación del **MINISTERIO DE RELACIONES EXTERIORES** de la República de El Salvador, lo cual acredito mediante Acuerdo Ejecutivo número ochocientos trece, de fecha veintiocho de julio de mil novecientos noventa y siete, en base al acuerdo ejecutivo número seiscientos nueve bis, de fecha veintiuno de diciembre del año dos mil cuatro, y de conformidad a lo establecido en los artículos dieciocho, y setenta y nueve de la Ley de Adquisiciones y Contrataciones de la Administración Pública, los que me conceden facultades para firmar en el carácter en que actúo, contratos como el presente, y que en el transcurso del presente instrumento me denominaré **"EL CONTRATANTE"** por una parte y por la otra parte, **LAURA FOOTE REIFF,** mayor de edad, de nacionalidad estadounidense, consultora migratoria, del domicilio de Virginia, de los Estados Unidos de América, con pasaporte estadounidense número cero uno cinco siete siete uno nueve seis ocho, con fecha de vencimiento el día ocho de marzo de dos mil ocho, actuando en nombre y representación de la firma **"GREENBERG TRAURIG, LLP"**, de acuerdo a documento privado suscrito por el señor Ronald Kleinman, Accionista Gerente de la referida sociedad, en fecha doce de octubre del año dos mil cinco, en la que consta que la señora Laura Foote Reiff está autorizada para suscribir contratos como el presente en nombre y representación de la referida sociedad; la cual se encuentra inscrita en el Departamento de Estado del Estado de Nueva York, según certificación emitida por el Secretario de Estado de la ciudad de Albany, el día seis de septiembre de dos mil cinco; documentación que ha sido presentada debidamente certificada y apostillada de conformidad a lo establecido en la Convención de La Haya del cinco de octubre de mil novecientos sesenta y uno, que en adelante será identificada como **"LA CONTRATISTA"** o **"LA FIRMA CONSULTORA"**, en los caracteres dichos, **MANIFESTAMOS:** Que hemos acordado otorgar el presente **CONTRATO DE PRESTACIÓN DE SERVICIOS,** autorizado por Contratación Directa, por medio de Calificación de Urgencia en el Ramo de Relaciones Exteriores, número cero

uno / dos mil cinco de fecha veinticinco de julio de dos mil cinco. En el presente contrato, los siguientes términos serán interpretados de la manera que se indica a continuación: a) "Contrato", es el convenio celebrado entre el Ministerio de Relaciones Exteriores y la Firma Consultora; b) "Servicio", es la consultoría detallada en los Términos de Referencia; c) LACAP, es la Ley de Adquisiciones y Contrataciones de la Administración Pública; d) "TPS", siglas en idioma inglés que se refieren a Estatus de Protección Temporal; e) "NACARA", siglas en idioma inglés que se refieren a la Ley de Ajuste Nicaragüense y de Alivio Centroamericano. El presente Contrato se regirá por las obligaciones, condiciones, pactos y renuncias establecidos en las cláusulas que a continuación se detallan: I) **OBJETO DEL CONTRATO.** El presente Contrato de Consultoría consistente en la prestación de servicios especializados proporcionados por la Firma Consultora, tendrá por objeto asesorar al Gobierno de El Salvador, y específicamente a la Embajada de El Salvador en Washington, DC, en temas claves de política migratoria sustantiva de los Estados Unidos de América. II) **HONORARIOS Y FORMA DE PAGO.** Los honorarios de la Firma Consultora ascenderán a la suma de **CIENTO SETENTA Y CINCO MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA** ($175,000.00), los cuales serán pagados en forma mensual, para lo cual la Firma Consultora deberá entregar su factura de cobro, detallando el servicio prestado. Los gastos en que incurra el personal de la Firma Consultora, por el total de visitas que realice a las ciudades en que se efectúen reuniones con autoridades del Gobierno de El Salvador y que sean acordadas entre las partes, serán cubiertos por el CONTRATANTE previa autorización y presentación de los respectivos recibos. El número del personal de la Firma Consultora que realice tales visitas será también acordado entre las partes. El monto que se proponga cubrirá expresamente los gastos de boletos aéreos, alimentación y alojamiento en que incurra el personal de la Firma Consultora. La Firma Consultora deberá remitir tanto los recibos de sus honorarios como los comprobantes de gastos a la Embajada de El Salvador en Washington, D.C., para que ésta realice los pagos correspondientes, los que se efectuarán dentro de un plazo prudencial posterior a su aprobación. Los pagos que realice la Embajada de El Salvador en Washington, D.C., en concepto de honorarios y gastos de boletos aéreos, alimentación y alojamiento, serán efectuados abonando el monto a la cuenta bancaria que sea

señalada por la Firma Consultora mediante nota dirigida al Contratante. Los pagos de honorarios se realizarán, después de haber recibido el Acta de Entera Satisfacción del Servicio, emitida por la Embajada de El Salvador en Washington, D.C. Los pagos de los otros gastos se realizarán contra la confirmación por parte de la Embajada de El Salvador en Washington, D.C. que los gastos que reclama la Firma Consultora, corresponden a lo establecido en este Contrato. **III) PLAZO** El plazo del presente Contrato será de cinco meses, contados a partir del día uno de agosto del presente año hasta el día treinta y uno de diciembre del mismo, pudiendo prorrogarse tal plazo, de conformidad a la LACAP y a este Contrato. **IV) FORMA DE LA PRESTACIÓN DE SERVICIOS.** Los servicios objeto del presente contrato serán ejecutados por la Firma Consultora en permanente coordinación con la Embajada de El Salvador en Washington, D.C. y/o cualquiera otra persona que ésta designe al efecto. La Firma Consultora deberá tener la disponibilidad para atender asesorías verbales o escritas en temas puntuales, respecto al objeto del presente contrato. **V) COORDINADORES.** Los Coordinadores en las áreas de trabajo político serán el Ministerio de Relaciones Exteriores y el Embajador de El Salvador en Washington, D.C. La Firma Consultora atenderá con prontitud los requerimientos de información, elaboración de estudios o análisis y concurrirá a las reuniones que sean solicitadas por los Coordinadores, en aquellas materias o asuntos relacionados con las áreas de trabajo político a fin de lograr impulsar una Reforma Migratoria Integral en el Congreso de los Estados Unidos de América que beneficie a los salvadoreños que residen en ese país. **VI) INFORMES.** Previo a cada pago, la Firma Consultora deberá rendir informe escrito debidamente firmado, presentado a la Embajada de El Salvador en Washington, D.C. La Embajada emitirá el Acta de Entera Satisfacción de Informe previo Visto Bueno de las Autoridades del Gobierno de El Salvador que correspondan de acuerdo al contenido del informe. Los informes deberán contener un resumen de las actividades realizadas y deberán anexar todos los documentos elaborados durante la prestación de los servicios. Adicionalmente la CONTRATISTA deberá presentar un informe final que englobe la asesoría prestada. **VII) CLÁUSULA DE CONFIDENCIALIDAD.** Toda la información suministrada por la Embajada de El Salvador en Washington, D.C., a la Firma Consultora en relación con el presente contrato tendrá carácter confidencial. En ese

sentido la Firma Consultora se compromete a: 1) Proteger la información en forma apropiada y con el referido carácter confidencial; 2) Utilizar la información confidencial únicamente para cumplir con sus obligaciones conforme al presente contrato; y, 3) Reproducir la información confidencial sólo en la medida en que se requiera para cumplir con sus obligaciones conforme al presente contrato. El incumplimiento de lo antes establecido será causa de terminación del contrato de manera inmediata, sin ningún tipo de responsabilidad para el Gobierno de El Salvador, y/o la Embajada de El Salvador en Washington, D.C. La Embajada de El Salvador en Washington, D.C., instruirá a la Firma Consultora sobre la información que será tratada con carácter de no confidencial. **VIII) CLÁUSULA SOBRE PROPIEDAD INTELECTUAL.** La propiedad intelectual que se ejerza sobre los resultados de los servicios prestados por la Firma Consultora corresponderá a EL CONTRATANTE. **IX) OBLIGACIONES DEL CONTRATANTE.** El pago por los servicios objeto del presente contrato, tienen su fuente en el Presupuesto que el Ministerio de Relaciones Exteriores de la República de El Salvador ha asignado para el corriente año a la Embajada de El Salvador en Washington, D.C. **X) OBLIGACIONES DE LA FIRMA CONSULTORA.** La prestación de los servicios objeto del presente contrato incluirán las siguientes obligaciones: a) Impulsar una Reforma Migratoria Integral en el Congreso de los Estados Unidos de América, que beneficie a los salvadoreños que residen en este país, especialmente a los más de 235,000 salvadoreños que son beneficiarios del Estatus de Protección Temporal para obtener la residencia permanente; b) Asesorar en la formulación de una estrategia migratoria integral que permita apoyar iniciativas que se están gestando en la Administración y en el Congreso de los Estados Unidos de América. c) Asesorar y monitorear las nuevas iniciativas de ley que se están gestando en el Congreso de los Estados Unidos para protegernos de aquellas propuestas que vayan en detrimento de los migrantes salvadoreños. d) Monitorear y asesorar sobre iniciativas que grupos anti-migrantes gestionan y apoyan para lograr programas y leyes migratorias más severas, a fin de lograr neutralizarlos; e) Contar con acceso a Congresistas Claves y Grupos pro-migratorios para buscar y apoyar nuevas iniciativas migratorias que favorezcan a los salvadoreños. f) Asesorar en la búsqueda del balance entre beneficios migratorios para los salvadoreños con el tema de Seguridad Nacional. g) Asesorar en la búsqueda del

reconocimiento por parte de la Administración de los Estados Unidos de América de los documentos de identificación del Gobierno de El Salvador. h) Asesorar en la búsqueda de programas de seguridad del migrante en frontera. i) Asesorar en la búsqueda de permisos especiales por pasadas violaciones de la ley de inmigración. j) Asesorar en la revisión de las leyes que sancionan a empleadores por contratar a migrantes y métodos para identificar individuos autorizados para empleos k) Remitir toda documentación que surja de actividades relacionadas al presente contrato, debiendo presentarla por escrito a la Embajada de El Salvador en Washington, D.C., respetando la cláusula de confidencialidad del presente. La firma contratista deberá tener la responsabilidad de atender consultas verbales en el contexto de la prestación de sus servicios. **XI) CESIÓN.** Queda expresamente prohibido a la Firma Consultora, traspasar o ceder a cualquier título los derechos y obligaciones que emanan del presente Contrato. La trasgresión de esta disposición dará lugar a la terminación del contrato. **XII) RESPONSABILIDAD POR DEFICIENCIAS.** Cuando el Contrato de Consultoría mostrare alguna deficiencia, ésta será señalada por la Embajada de El Salvador en Washington, D.C., mediante nota proporcionada a la Firma Consultora, quien dispondrá de un plazo no mayor de diez días hábiles para remediarla, so pena de terminación del Contrato. Si de la deficiencia señalada u otra que se encontrare oculta, se generaren daños y perjuicios en contra del CONTRATANTE, los cuales no puedan ser subsanados, éstos serán resarcidos por la Firma Consultora. **XIII) INCUMPLIMIENTO.** En caso de atrasos injustificados en el cumplimiento de las obligaciones emanadas del presente Contrato por parte de la Firma Consultora, se aplicarán las multas establecidas en la LACAP. La Firma Consultora expresamente se somete a las sanciones que emanen de la Ley o del presente Contrato, las que serán impuestas por el Contratante, a cuya competencia se somete a efectos de la imposición. **XIV) TERMINACIÓN.** Además de las causales de terminación establecida en los literales a) y b) del artículo noventa y cuatro de la LACAP y en otras Leyes vigentes, será causal de terminación las siguiente: Que los representantes y/o empleados de la Firma Consultora realicen cualquier acción u omisión en contra de los principios constitucionales de la República de El Salvador o se le compruebe cualquier acto que en términos generales pueda hacer perder la credibilidad que tiene en la materia de su especialización o actuaciones que generen

conflictos de intereses. **XV) MODIFICACIÓN, AMPLIACIÓN Y/O PRÓRROGA.** El presente Contrato podrá ser modificado y ampliado de común acuerdo en cualquiera de sus partes. Asimismo podrá ser prorrogado en su plazo de conformidad con la Ley, siempre y cuando concurra una de las situaciones siguientes: a) Cuando por motivos de caso fortuito o fuerza mayor se requiera resolver un conflicto, tal como se establece en la cláusula XX de este contrato y b) Cuando sea necesario darle continuidad al servicio objeto del presente Contrato. En tales casos, la Embajada de El Salvador en Washington, D.C., emitirá la correspondiente Resolución de Modificación, Ampliación o Prórroga de Contrato, la cual será firmada posteriormente por ambas partes, para lo cual este mismo instrumento acreditará la obligación contractual resultante de dicha ampliación, modificación o prórroga. **XVI) DOCUMENTOS CONTRACTUALES.** Forman parte de este Contrato y se tienen por incorporados al mismo, con plena aplicación en lo que no se opongan al presente, los siguientes documentos: a) Los Términos de Referencia; b) La Oferta del Servicio Presentada por la Firma Consultora; c) La resolución de Autorización de la Contratación Directa. **XVII) INTERPRETACIÓN DEL CONTRATO.** De conformidad al artículo ochenta y cuatro incisos primero y segundo de la LACAP, la institución contratante se reserva la facultad de interpretar el presente contrato, de conformidad a la Constitución de la República de El Salvador, la Ley de Adquisiciones y Contrataciones de la Administración Pública, demás legislación aplicable y los Principios Generales del Derecho Administrativo y de la forma que más convenga al interés público que se pretende satisfacer de forma directa o indirecta con la prestación del servicio objeto del presente instrumento, pudiendo en tal caso girar las instrucciones por escrito que al respecto considere conveniente. La CONTRATISTA expresamente acepta tal disposición y se obliga a dar estricto cumplimiento a las instrucciones que al respecto dicte la institución contratante las cuales le serán comunicadas por medio de la Embajada de El Salvador en Washington, D.C. **XVIII) MODIFICACIÓN UNILATERAL.** Queda convenido por ambas partes que cuando el interés público lo hiciere necesario, sea por necesidades nuevas, causas imprevistas u otras circunstancias, la institución contratante podrá modificar de forma unilateral el presente contrato, emitiendo al efecto la resolución correspondiente, la que formará parte integral del presente Contrato. Se entiende que toda modificación será

enmarcada dentro de los parámetros de la razonabilidad y buena fe. **XIX) CASO FORTUITO O FUERZA MAYOR:** Por motivos de caso fortuito o fuerza mayor, y de conformidad al artículo ochenta y seis de la LACAP, la Firma Consultora previa justificación, podrá solicitar una prórroga del plazo de cumplimiento de las obligaciones objeto del presente contrato. En todo caso, y aparte de la facultad de la institución para otorgar tal prórroga, ésta se concederá por medio de resolución razonada que formará parte integral del presente Contrato. **XX) SOLUCIÓN DE CONFLICTOS.** Para resolver las diferencias o conflictos que surgieren durante la ejecución del presente contrato se estará a lo dispuesto en el Título VIII, Capítulo I de la LACAP. **XXI) TERMINACIÓN BILATERAL.** Las partes contratantes podrán de conformidad al artículo noventa y cinco de la LACAP, dar por terminada bilateralmente la relación jurídica que emana del presente contrato, debiendo en tal caso emitirse la resolución de terminación correspondiente y otorgarse el instrumento de resciliación en un plazo no mayor de ocho días hábiles de notificada tal resolución. **X XII) JURISDICCIÓN Y LEGISLACIÓN APLICABLE.** Para los efectos jurisdiccionales de este Contrato las partes se someten a la legislación vigente de la República de El Salvador, cuya aplicación se realizará de conformidad a lo establecido en el artículo cinco de la LACAP. Asimismo, señalan como domicilio especial el de la ciudad de San Salvador, a la competencia de cuyos tribunales se someten; la Firma Consultora renuncia al derecho de apelar del decreto de embargo, sentencia de remate y de cualquier otra providencia alzable en el juicio que se le promoviere; será depositaria de los bienes que se le embargaren la persona que la institución contratante designe, a quien releva de la obligación de rendir fianza y cuentas, comprometiéndose a pagar los gastos ocasionados, inclusive los personales, aunque no hubiere condenación en costas. **XXIII) NOTIFICACIONES.** Cualquier notificación que pueda o deba darse en virtud de este Contrato se hará por escrito y se considerará dada cuando haya sido entregada por mano a un representante autorizado de la parte a la que esté dirigida, o cuando se haya enviado por correo certificado, correo electrónico, o fax a dicha parte a las direcciones siguientes: Para la Firma Consultora: 80 0 Connecticut Avenue, N. W., Suite 5000, Washington, DC, 20006. Teléfono 202-331-3100, fax 202-331-3101, Dirección Electrónica ReiffL@gtlaw.com Para el Contratante: Embajada de El Salvador en

Washington, D.C., 2308 California Street N. W., Washington, D.C. 20008. Teléfonos de la Embajada 202-387-6511, 202-265-9671/72. Fax 202-234-3834. Así nos expresamos los otorgantes, quienes enterados y conscientes de los términos y efectos legales del presente contrato, por convenir así a los intereses de nuestros representados, ratificamos su contenido, en fe de lo cual firmamos el presente contrato en triplicado, recibiendo cada parte un ejemplar y una tercera copia para el Ministerio de Relaciones Exteriores de la República de El Salvador, en la ciudad de Washington D.C. al primero de agosto del año dos mil cinco.

René A. León

Laura Foote Reiff

Schaut, Christine (BusDir-DC)

Translated - JTG -

Government of El Salvador

Christine M. Schaut
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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