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OMB No. 1124-0006; Expires May 31, 2020

**U.S. Department of Justice**

Washington, DC 20530

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. 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 in print and online at: https://www.fara.gov.

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, Counterintelligence and Export Control Section, National Security 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 and Address of Registrant | 2. Registration No. |
|---|---|
| Greenberg Traurig, LLP | 5712 |

| 3. Name of Foreign Principal | 4. Principal Address of Foreign Principal |
|---|---|
| Secretaria de Economia | Ave Pachuca #189<br>Col. Hipodromo Condesa<br>Ciudad de Mexico<br>CP06140 Mexico |

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Government of Mexico, Secretaria de Eonomia

b) Name and title of official with whom registrant deals

Luz Maria de la Mora

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

a) Principal address
NA

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.



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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.

NA

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.

NA

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit A | Name and Title | Signature |
|---|---|---|
| May 03, 2019 | Irwin P. Altschuler, Shareholder | /s/ Irwin P Altschuler eSigned |

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OMB No. 1124-0004; Expires April 30, 2017

**U.S. Department of Justice**

Washington, DC 20530

# Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. 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 in print and online at: http://www.fara.gov.

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, Counterespionage Section, National Security 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

Secretaria de Economia

Check Appropriate Box:

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.

On behalf of Secretaria de Economia, the registrant will provide advice and legal counsel on the passage and implementation of the US-Mexico-Canadian Free Trade Agreement.

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

The registrant will monitor the activities of administrative officials, U.S. Government Agencies, Members of Congress and their staff to advise Economia regarding VSMAC passage and implementation.

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.

The representation of the foreign principal before the Legislative and Executive Branches will include providing advice on meetings the client will conduct with Members of Congress and their staff, members of the administration and government agencies.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| May 03, 2019 | Irwin P Altschuler, Shareholder | /s/ Irwin P Altschuler Sign eSigned |

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.

**Courtesy Translation**

**CONTRACT FOR THE PROVISION OF SPECIALIZED SERVICES BETWEEN THE SECRETARIAT OF ECONOMY'S TRADE OFFICE IN WASHINGTON, D.C. (HEREAFTER "RECOMEXT"), REPRESENTED BY GUILLERMO MALPICA SOTO, TRADE MINISTER REPRESENTING THE SECRETARIAT OF ECONOMY IN WASHINGTON, D.C., AND THE FIRM GREENBERG TRAURIG (HEREAFTER "THE PROVIDER"), REPRESENTED BY IRWIN ALTSCHULER, IN CONFORMITY WITH THE FOLLOWING STATEMENTS AND CLAUSES:**

## STATEMENTS

### I. BY RECOMEXT:

1.1 That the Secretariat of Economy is a dependency of the Federal Executive Branch, as set forth in Articles 2 and 26 of the Organic Law of the Public Federal Administration, whose authority is identified in Article 34 of the same Law.

I.2 That RECOMEXT is an office of the Secretariat of Economy in accordance with article 55, sections I, III and IX of the Internal Regulations of the Secretariat of Economy, published in the Diario Oficial de la Federacion on September 9, 2016, and that Guillermo Malpica Soto, Trade Minister representing the Secretariat of Economy in Washington, DC, is the public servant who has the legal authority to enter into this contract.

I.3 In accordance with article 55, of the Regulations of the Secretariat of Economy, this contract is subscribed by Guillermo Malpica Soto, Trade Minister representing the Secretariat of Economy in Washington, DC, acting as representative of RECOMEXT, will be responsible for administering and supervising the services contracted and to carry under this contract.

I.4 In order to fulfill its objectives, it requires from April through December 2019 "the Services of policy and strategy consulting services related to the Mexico's International Trade with The United States."

I.5 This contract was direct awarded based on article 16 of the Acquisitions, Leasing and Services Law for the Public Sector (LAASSP).

I.6 That RECOMEXT has the financial resources necessary to carry out the present contract, as accredited by the financial resources agreement # 00561.

I.7 That its address is 1911 Pennsylvania Avenue, N.W., Washington, D.C., 20006, USA.

**II. BY THE PROVIDER:**

II.1 That it is a legal entity constituted, as shown in the Certificated of Incorporation number 2454503, registered by the state of New York, since December 1999. (Attachment 1).

II.2 That Mr. Irwin P Altschuler, in his role as legal representative, has the necessary authority to enter into this contract, as evidenced by the certified power of attorney granted by Laura Metcoff Klaus, in her character as Administrative Managing Shareholder, as shown on the Certification of Administrative Managing Shareholder dated April 15, 2019. (Attachment # 2).

II.3 That it has considered each one of the factors involved in providing the service, and demonstrates the technical conditions, as well as the organization and necessary elements to fulfill the obligations contained in this legal instrument.

II.4 That knows and that will comply with the contents of this contract.

II.5 That his legal address for all purposes of this contract is located at 2101 L Street, N.W., Suite 1000, Washington D.C. 20037.

**III. THE "PARTIES":**

III.1 It is the will of RECOMEXT and the PROVIDER (hereinafter "THE PARTIES") to execute the present contract, and to this end they duly recognize the necessary authorities and capacities, those same that have not been revoked or limited in any form, by which they become obliged to each other in accordance with the following:

**CLAUSES**

**FIRST. - OBJECTIVE**

RECOMEXT procures the PROVIDER which accepts and obligates itself to grant the lending of services in the U.S. in policy and strategy of foreign trade who serves and promotes the interests of Mexico in that country, and that it provides for or detect potential political and legislative issues that could have an impact on Mexico and become a risk for the bilateral commercial relationship. Through this service, the Ministry of economy will enrich and improve its U.S. business strategy, giving special attention to the process of ratification of the USMCA by the U.S. Congress.

**SECOND. - PURPOSE**

It is required that the PROVIDER provides the following services:

- Promote a relationship with decision makers at the highest level, mainly in the Administration, Commerce and Agriculture Departments, the Office of the US Trade Representative (USTR), the US Congress (House and Senate) and the State Governments, among other relevant governmental offices;

- Maintain and deepen the Secretariat of Economy relationship with leaders of the business community and major business chambers within the USA, to coordinate strategic positions between Governments and private institutions in favor of México

- Use solid established relationships to create multiple channels of communication and keep direct access with the members of the US House of Representatives and Senate, especially with the leadership of both parties and members of key committees with jurisdiction over international trade that may be relevant in the USMCA ratification;

- Promoting a network of allies to Mexico that support the defense of the Secretariat of Economy's interests in the USA; and strengthen the political and strategic relations with business organizations, civil society, associations, groups and institutions specialized in political issues and international trade in the US;

- Monitor the U.S. Executive and Legislative powers, and provide timely information about the legislative process on sensitive issues and legislative initiatives that could have an impact on the bilateral trade agenda, including the USMCA and the adopted tariffs subject to section 232 of the Trade Expansion Act of 1962

- Provide analysis on the standing of the new members of the House of Representatives, mostly Democrats, and the future impact of the 2020 election in the bilateral trade agenda;

- Monitoring and analysis of speeches by U.S. officials on the US trade policy at the international level

- Monitoring and analysis of the 2019 Congress debate on farm programs, which could include a variety of issues of importance to Mexico, and international trade in general (such as sugar and tomato);

- Review the USTR Special 301 report on intellectual property; as well as specific issues of the bilateral trade relationship;

- Follow-up US multilateral or bilateral negotiations, and analyses the way in which current and prospective trade agreements could affect Mexico;

- Monitoring the implementation of US international commitments, and its partners in multilateral and regional trade agreements in force;

- Promote the objectives of integration and development that would benefit Mexico's youth, small and medium size companies, regions and productive sectors, to ensure that Mexico and North America continue to be competitive in the global economy;

- Coordinate visits and presentations in the United States, particularly in Washington, D.C. for the Secretary and other Secretariat of Economy officials: speeches, high level meetings and

outreach to select media in strategic cities and regions in support of the implementation of the USMCA and free trade in North America;

- Strengthen ties with state authorities, including those organizations that group them such as the National Governors Association, Republican Governors Association, and the Democratic Governors Association;

- Provide timely information on the legislative process related to US sensitive issues and legislative initiatives that could have an impact on the bilateral trade agenda;

- Monitoring, analysis, and written reports of briefings and hearings held at Congress committees and federal agencies;

- Provide accurate and timely information on the process of the USMCA consideration and ratification by the U.S. Congress;

- Promote within the US Democratic and Republican parties, and instruct economic analysis agencies and institutions belonging to the Executive and Legislative branches, impartial and detailed studies about the effects of the USMCA in the US economy;

- Promote the ratification, the benefits and the importance of the USMCA for the US, and the importance of the US bilateral relationship with Mexico, within high level decision makers, both in the federal and State governments, thus the importance that the service PROVIDER has state offices throughout the US that could establish a network of allies with state authorities to develop Mexico's trade promotion interests;

- Provide necessary elements to maintain, promote, and defend a positive environment that allow access certainty to those Mexican goods and services exported to the US market.

**THIRD. - AMOUNT**

The PARTIES agree that the total amount for the services provided under this contract will be $261,000.00 (TWO HUNDRED AND SIXTY-ONE THOUSAND dollars)

| Amount |
|---|
| USD $261,000.00 (TWO HUNDRED AND SIXTY-ONE THOUSAND dollars) |

**FORTH. - FORM OF PAYMENT**

The payment of the provision of services is made according to the amount presented by the PROVIDER, in U.S. dollars. The amount requested by the PROVIDER (annex 3), is added to this agreement and is considered part of the same.

Payment for the services shall be made in nine monthly payments. The first monthly payment, which will cover the period April 15 to 30, will be for USD $15,352 dollars (Fifteen thousand and three hundred and fifty dollars). For the period May 1 to December 31, 2019, for each monthly

payment the amount will be USD $30,706.00 dollars (Thirty thousand and Seven hundred and Six dollars), once a timely monthly report and a monthly invoice have been submitted at the end of each month, based on the SIXTH clause of this contract. Payments will be made monthly in arrears within 20 calendar days, once the report and the invoice has been presented to the satisfaction of RECOMEXT.

For its review and approval, the documents mentioned in the previous paragraph will have to be delivered to RECOMEXT, during normal time and working days, at the address indicated in the statemen I.7 of this agreement:

RECOMEXT does not authorize any form of payment advance.

The PROVIDER must hold the offered prices for the services proposed and agreed upon in the legal instrument during its term and maturity.

Given that procurement shall be governed by article 16 of the LAASSP, the applicable regulations will be the place of provision of the service (Washington, D.C.), so it is not applicable the granting of a guarantee provided for in article 48 of the LAASSP.

However, the PROVIDER will guarantee to have solvency to be able to respond to any claims arising out of any breach of the contract, by means of professional liability insurance policy, allowing you to safeguard the interests of RECOMEXT.

Payment Will be done through a wire transfer to the PROVIDER's bank account shown in attachment 4.

**FIFTH. - DURATION**

This contract shall be valid from April 15, 2019 to December 31, 2019.

**SIXTH. - OBLIGATIONS OF THE PROVIDER**

I. The PROVIDER must comply with all RECOMEXT requests related to the services. Response to these requests could be made by providing information through a phone call, by an email, or by any other means accepted by RECOMEXT. Deadlines to implement the provision of these services will be defined by RECOMEXT and will be notified to the PROVIDER at the time of any request.

The PROVIDER shall consider that, if required, will travel to Mexico to address any issue linked to the service.

II. In conformity with Clause Forth, the PROVIDER must submit a monthly report of all the deliveries done during that month. The monthly report should include the following Information:

| | Date | Subject | Description of the services provided | Documentary Support or form in which the service was provided | Specialist who provided the service | Official who requested the service |
|---|---|---|---|---|---|---|
| 1. | month/date/year | | | | Full name | Full name |

III. All electronic communications between the PROVIDER and the RECOMEXT, the following email address has to be included: tradeoffice1@economia.gob.mx

All above mentioned documents must be sent to the RECOMEXT for review and subsequent approval, to the following e-mail accounts:

| Official | Telephone | Email |
|---|---|---|
| Guillermo Malpica Soto | +1 (202) 7281 776 y 7281 719 | tradeoffice1@economia.gob.mx<br>guillermo.malpica@economia.gob.mx |

Additionally, by submitting the above-mentioned documents by electronic mail, the PROVIDER must check copy the following officials:

| Name | Email |
|---|---|
| Laura Martínez-Dietz | lmartinez@naftamexico.net |
| Rebeca Herrera González | rherrera@naftamexico.net |
| Linda Luan Zamora Hernández | lzamora@naftamexico.net |

**SEVENTH. - OBLIGATIONS OF RECOMEXT:**

A) Provide all the authority necessary for the PROVIDER to carry out its services under the agreed terms.

B) Make the corresponding payment in a timely manner for the services contracted.

**EIGHTH. - INDUSTRIAL PROPERTY**

The PROVIDER assumes total responsibility in the event that providing the services of this contract infringes on patents, trademarks or violates other industrial copyright on a national or international level.

**NINTH. - INTELLECTUAL PROPERTY**

The PROVIDER accepts that it renounces those rights of authorship of other exclusive rights, which result from the provision of services relevant to this instrument that invariably should be constituted in favor of the Federal Government.

**TENTH. – CONFIDENTIAL INFORMATION**

The PARTIES agree that the information pursuant to this agreement, as well as all the information that RECOMEXT submits to the PROVIDER are confidential, such that the PROVIDER is bound not to provide it to third parties, including after termination of this agreement. In this regard,

the PROVIDER undertakes to keep the confidentiality required, with the understanding that it is not allowed to disseminate information to third parties, without express authorization by the RECOMEXT officials, even after the rescission or termination of services, without prejudice to the administrative, civil and penal sanctions has place.

**ELEVENTH. - ASSIGNMENT OF RIGHTS**

The PROVIDER shall not assign all or part of the rights and obligations under this contract, in favor of any other person or entity, except for the receivables, in which case it must have the prior approval in writing from RECOMEXT.

**TWELFTH. - QUALITY OF THE SERVICES**

The PROVIDER remains obligated before RECOMEXT to answer for the quality of the services, just as with each and every responsibility that it has incurred, in the terms indicated in the present contract and that which is set forth in the applicable US law.

**THIRTEEN**. - **LABORAL RELATION**

The PROVIDER acknowledges and accepts being the sole employer of the personnel providing services under this contract, as well as the party responsible for the obligations arising out of the legal and other requirements on labor and social security. Likewise, the PROVIDER agrees to respond to all of the claims that its personnel present against it in relation to the services that are the subject of this contract.

**FOURTEEN**. - **EXCEPTION OF OBLIGATIONS**

With the exception of the obligations set forth in this contract, RECOMEXT does not incur or recognize any other in favor of the PROVIDER.

**FIFTEEN. - ANTICIPATED TERMINATION**

RECOMEXT shall be authorized to make an anticipated termination of the contract any time, which it may if it is in its interest and functions or when for justified cause the services originally contracted for are no longer required. In these circumstances, the PROVIDER will be reimbursed the services and expenses it has incurred.

If RECOMEXT decides to make an anticipated termination of this contract, it will only pay the PROVIDER for services provided and expenses incurred, which amount could not surpass the maximum amount indicated in the clause THIRD.

**SIXTEEN. - CAUSES FOR TERMINATION OF CONTRACT**

RECOMEXT may rescind this contract without the need of a legal declaration, if the PROVIDER

is liable in any of the following cases:

a) For unjustified suspension of services.

b) If the PROVIDER subcontracts the services agreed under this contract, unless previous written authorization by RECOMEXT

c) In general, when there is a partial or complete breach of the obligations stated on this contract.

**SEVENTEEN. - TERMINATION PROCEDURE**

RECOMEXT may terminate this contract, it being sufficient to provide a written communication, without judicial declaration, granting the PROVIDER a time limit of 5 (five) business days from the date of his receiving the communication to provide an answer. IF there is a failure to answer or if after analyzing the reasons put forward, RECOMEXT decides that the response is not satisfactory, the decision shall be implemented, there will be a notification to the PROVIDER and the competent authorities within 15 (fifteen) days after the issue date of this resolution.

**EIGHTEEN. - ALTERNATIVE TO CONTRACT**

The PARTIES agree that if the assumptions stated in clause SIXTEEN occurred, RECOMEXT could hire another PROVIDER to guarantee the continuation of the services establishes under this contract.

**NINETEEN. - TERMINATION OF CONTRACT BY THE PROVIDER**

The PROVIDER could terminate this contract with RECOMEXT, by a judicial statement by the corresponding authority, when RECOMEXT fails to meet two or more monthly payments without a justified cause.

**TWENTIETH. - PAYMENTS IN EXCESS**

If the PROVIDER receives a payment, from RECOMEXT, which exceeds the amount due, the PROVIDER shall pay the balance due and interest rates that may apply, in accordance to the applicable legislation in Washington, D.C.

**TWENTY-ONE. - APPLICABLE LAW**

This Contract shall be governed and interpreted in accordance with the laws of Washington, D.C., or the US federal law.

**TWENTY-TWO. - DISPUTES AND INTERPRETATION**

For the interpretation and execution of this contract, THE PARTIES agree to submit to the jurisdiction of the Federal Tribunals of Washington, D.C., expressly renouncing to the jurisdiction that would normally correspond to them based on their present or future domicile or any other

corresponding matter.

As mentioned above, RECOMEXT as well as the PROVIDER state they are in agreement and aware of the consequences, value and legal scope of each and every one of the stipulations set forth in this contract, by which they ratify and sign in Washington, D.C., USA, April 15, 2019.

| **FOR THE RECOMEXT** | **BY THE PROVIDER** |
|---|---|
| Guillermo Malpica Soto<br>Trade Minister representing the Secretariat<br>of Economy, in Washington, DC | Irwin Paul Altschuler<br>Greenberg & Traurig, LLP.<br>Legal Representative |

LAST PAGE OF THE CONTRACT FOR THE PROVISION OF SERVICES, IN EFFECT UNTIL DECEMBER 31, 2019, ENTERED INTO BY RECOMEXT REPRESENTED BY GUILLERMO MALPICA SOTO, TRADE MINISTER REPRESENTING THE SECRETARIAT OF ECONOMY IN WASHINGTON, D.C., AND BY THE OTHER PARTY, THE FIRM GREENBERG TRAURIG REPRESENTED BY IRWIN P. ALTSCHULER

**CONTRATO DE PRESTACIÓN DE SERVICIOS ESPECIALIZADOS QUE CELEBRAN, POR UNA PARTE, LA REPRESENTACIÓN COMERCIAL DE LA SECRETARÍA DE ECONOMÍA EN WASHINGTON, D.C., EN EJERCICIO DE SUS FACULTADES LEGALES (EN LO SUCESIVO LA "RECOMEXT"), REPRESENTADA POR GUILLERMO MALPICA SOTO, REPRESENTANTE COMERCIAL DE LA SECRETARÍA DE ECONOMÍA EN WASHINGTON, D.C., Y POR LA OTRA PARTE, GREENBERG TRAURIG, LLP, (EN LO SUCESIVO EL "PRESTADOR") REPRESENTADA POR IRWIN PAUL ALTSCHULER, DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:**

## DECLARACIONES

**1. DE LA "RECOMEXT":**

I.1 Que la Secretaría de Economía es una dependencia del Poder Ejecutivo Federal, creada 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 Que es una oficina de la Secretaría de Economía ubicada en Washington, D.C., y que pertenece al Poder Ejecutivo Federal de México, conforme a lo dispuesto en el artículo 55, fracciones I, III, IX y XII del Reglamento Interior de la Secretaría de Economía ("Reglamento Interior") publicado en el Diario Oficial de la Federación el 9 de septiembre de 2016, y que el Lic. Guillermo Malpica Soto, Representante Comercial de la Secretaría de Economía en Washington, es el servidor público que tiene conferidas las facultades legales para celebrar el presente contrato.

I.3 Que de conformidad con el artículo 55 del Reglamento Interior, suscriben el presente contrato el servidor público Guillermo Malpica Soto, Representante Comercial de la Secretaría de Economía en Washington, como representante de la **"RECOMEXT"** y como administrador del contrato, quien será el servidor público responsable de administrar y supervisar los servicios contratados y dar seguimiento al cumplimiento de las obligaciones que se deriven del presente contrato.

I.4 Que se requiere la contratación de un prestador de servicios especializados en los Estados Unidos de América (EUA) en política y estrategia en materia de comercio exterior que atienda y promueva los intereses de México en ese país para el ejercicio abril - diciembre de 2019.

I.5 Que la adjudicación del presente contrato se realizó de forma directa, conforme a lo establecido en el artículo 16 de la Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público (LAASSP).

I.6 Que la **"RECOMEXT"** cuenta con los recursos financieros necesarios para cubrir la erogación del presente contrato de prestación de

servicios especializados, según se acredita con la suficiencia presupuestal número 00561.

I.7 Que tiene su domicilio en el inmueble ubicado en 1911 Pennsylvania Avenue, N.W., Washington, D.C., 20006, EUA.

**II. DE EL "PRESTADOR":**

II.1 Que es una asociación legalmente constituida, tal y como se acredita con el Certificado de Incorporación número 2454503 del Estado de Nueva York, EUA, con vigencia efectiva a partir del 28 de diciembre de 1999 (Anexo 1).

II.2 Que Irwin Paul Altschuler tiene las facultades pertinentes para suscribir el presente contrato, tal y como aparece en el nombramiento otorgado por Laura Metcoff Klaus, en su carácter de Apoderado Legal de Greenberg Traurig, LLP, situación que se acredita con el documento de "Certificado de Actos Legales y Corporativos" del 15 de abril del 2019 (Anexo 2).

II.3 Que 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.4 Que conoce y se obliga a cumplir el contenido del presente contrato.

II.5 Que señala como domicilio legal para efectos del presente contrato el ubicado en 2101 L Street, N.W., Suite 1000, Washington, D.C., EUA, 20037.

**III. DE "LAS PARTES":**

III.1 Es voluntad de la **"RECOMEXT"** y el **"PRESTADOR"**, en lo sucesivo **"LAS PARTES"**, 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.- OBJETO**

La **"RECOMEXT"** encomienda al **"PRESTADOR"** y éste acepta y se obliga, a proporcionar los servicios especializados en EUA en política y estrategia de comercio exterior que atienda y promueva los intereses de México en ese país, y que prevea o detecte posibles problemas

políticos y legislativos que pudieran incidir en nuestro país y convertirse en un riesgo para la relación comercial bilateral. A través de este servicio, la Secretaría de Economía enriquecerá y perfeccionará su estrategia comercial con EUA, brindando especial atención al proceso de ratificación del T-MEC en el Congreso de EUA.

**SEGUNDA.- ALCANCES**

Se requiere que el **"PRESTADOR"** preste los siguientes servicios:

- Promover la relación con tomadores de decisión del más alto nivel principalmente en la Administración, Departamentos de Comercio y de Agricultura, la Oficina del Representante Comercial de EUA (USTR), el Congreso de EUA (Cámara de Representantes y Senado) y gobiernos estatales, entre otras oficinas gubernamentales relevantes;

- Mantener y profundizar la relación de la Secretaría de Economía con líderes de la comunidad empresarial y de las cámaras empresariales más importantes de EUA, para coordinar posiciones estratégicas entre gobiernos e instituciones privadas en favor de México;

- Utilizar relaciones sólidamente establecidas para crear múltiples canales de comunicación y mantener un acceso directo con los miembros tanto de la Cámara de Representantes como del Senado de los EUA, especialmente con el liderazgo de ambos partidos y miembros de comités con jurisdicción sobre comercio internacional que puedan ser relevantes en la consideración del T-MEC;

- Promover una red de aliados de México que apoye la defensa de los intereses de la Secretaría de Economía en EUA; y fortalecer las relaciones políticas y estratégicas con organismos empresariales, la sociedad civil, asociaciones, grupos de interés e instituciones especializadas en temas políticos y de comercio internacional en EUA;

- Monitorear los poderes Legislativo y Ejecutivo de EUA y proporcionar información oportuna acerca del proceso legislativo sobre temas delicados e iniciativas legislativas que podrían tener un impacto en la agenda comercial bilateral, incluyendo T-MEC y las medidas arancelarias conforme a la Sección 232 de la *Trade Expansion Act* de 1962;

- Proveer análisis sobre el posicionamiento de los nuevos miembros de la Cámara de Representantes, en su mayoría demócratas, y el impacto futuro de las elecciones de 2020 en la agenda comercial bilateral;

- Monitoreo y análisis de discursos de altos funcionarios de EUA sobre la política comercial de dicho país a nivel internacional;

- Monitoreo y análisis del debate en el Congreso en 2019 sobre programas agrícolas, lo cual podría incluir una variedad de asuntos de importancia para México y el comercio internacional en general (tales como azúcar y tomate);

- Revisar reporte especial 301 sobre propiedad intelectual que en 2019 emita el USTR, así como temas específicos de la relación comercial bilateral;

- Seguimiento a negociaciones multilaterales o bilaterales de EUA y análisis de la manera en que los actuales y potenciales tratados comerciales afectarán a México;

- Vigilancia de la implementación de los compromisos internacionales de EUA, y sus socios en acuerdos comerciales multilaterales y regionales en vigor;

- Promover los objetivos de integración y crecimiento incluyente que alcance a las y los jóvenes, a las PyMES, a las regiones y a los sectores productivos de nuestro país, para lograr que México y América del Norte continúen siendo competitivos en la economía mundial;

- Coordinar visitas y presentaciones en EUA, particularmente en Washington, D.C. para la Secretaria y otros funcionarios de la Secretaría de Economía: discursos, reuniones de alto nivel y alcance a selectos medios en ciudades y regiones estratégicas en apoyo de la implementación del T-MEC y el comercio libre en América del Norte;

- Fortalecer los lazos con autoridades estatales, incluyendo a las organizaciones que los agrupan tales como el *National Governors Association*, *Republican Governors Association* y *Democratic Governors Association*.

- Proporcionar información oportuna acerca del proceso legislativo sobre temas delicados e iniciativas legislativas en EUA que podrían tener un impacto en la agenda comercial bilateral;

- Monitoreo, análisis y reportes escritos de sesiones informativas y audiencias de comités del Congreso y de agencias federales;

- Presentar información precisa y oportuna sobre el proceso de consideración y ratificación del T-MEC en el Congreso de EUA;

- Promover en el partido demócrata y el republicano de EUA y encomendar a los organismos o instituciones de análisis económico pertenecientes a los poderes Ejecutivo y Legislativo la realización de estudios detallados e imparciales sobre los efectos que el T-MEC tendrá en la economía estadounidense;

- Promover la aprobación, los beneficios y la importancia del T-MEC para EUA, y la importancia de la relación bilateral con México con tomadores de decisión del más alto nivel, tanto en el gobierno federal y en estados para lo cual es preferible que el **"PRESTADOR"** cuente con presencia en estados de EUA que permita establecer una red de aliados con autoridades de gobiernos estatales a fin de desarrollar actividades de promoción de los intereses comerciales de México;

- Proporcionar elementos necesarios para mantener, promover, y defender las condiciones que permiten un acceso certero para la exportación de bienes y servicios mexicanos al mercado estadounidense.

**TERCERA.- MONTO**

Las **"PARTES"** convienen en que el monto total del contrato será de USD $261,000.00 (doscientos sesenta y un mil dólares 00/100 USD), el cual se pagará de conformidad con la siguiente cláusula.

| Monto |
| --- |
| USD $261,000.00<br>(doscientos sesenta y un mil dólares 00/100 USD) |

**CUARTA.- FORMA DE PAGO**

El pago de la prestación de los servicios se realizará de acuerdo a la cotización presentada por el **"PRESTADOR"**, en dólares de los EUA. La cotización del **"PRESTADOR"** (Anexo 3), se agrega al presente contrato y se considera parte del mismo.

El pago de los servicios se hará en 9 exhibiciones mensuales. El primer pago será por la cantidad de USD$15,352 (quince mil trescientos cincuenta y dos dólares 00/100 USD) y cubrirá el periodo del 15 al 30 de abril de 2019. Para el periodo del 1 de mayo al 31 de diciembre de 2019, se pagará cada uno de estos meses calendario, la cantidad de USD$30,706.00 (treinta mil setecientos seis dólares 00/100 USD), previa entrega en tiempo y forma de la factura, así como del reporte de actividades mensual que corresponda y de conformidad a lo señalado en la cláusula SEXTA de este instrumento. El pago se hará dentro de los 20 días naturales posteriores contados a partir de la entrega de dichos documentos y entera satisfacción de la **"RECOMEXT"**.

La factura y el reporte de actividades deberán ser presentados en original a la **"RECOMEXT"**, en el domicilio señalado en la Declaración I.7, en días y horas hábiles.

Al respecto, la **"RECOMEXT"** no otorgará anticipos.

El **"PRESTADOR"** deberá sostener los precios ofertados de los servicios propuestos y pactados en este instrumento jurídico durante su vigencia y hasta su vencimiento.

Dado que la contratación se regirá por el artículo 16 de la LAASSP, la normatividad aplicable será la del lugar de prestación del servicio (Washington, D.C.), por lo que no es aplicable el otorgamiento de una garantía prevista en el artículo 48 de la LAASSP. No obstante, el **"PRESTADOR"** garantizará tener solvencia para poder responder ante cualquier reclamación derivada del eventual incumplimiento del contrato, mediante póliza de responsabilidad profesional, lo que permitirá salvaguardar los intereses de la **"RECOMEXT"**.

El pago se realizará a través de transferencia bancaria a la cuenta señalada por el **"PRESTADOR"** (Anexo 4).

**QUINTA.- VIGENCIA**

La vigencia del presente contrato será a partir del 15 de abril de 2019 y concluirá el 31 de diciembre de 2019.

**SEXTA.- OBLIGACIONES DEL "PRESTADOR"**

I. El **"PRESTADOR"** se compromete a responder las consultas de la **"RECOMEXT"** respecto a los servicios prestados. Dichas consultas podrán ser respondidas mediante información proporcionada telefónicamente, por correo electrónico o por cualquier otro medio que determine la **"RECOMEXT"**. Los plazos para ejecutar la prestación de estos servicios se definirán por la **"RECOMEXT"** y se le harán saber al **"PRESTADOR"** al momento de hacer la consulta.

El **"PRESTADOR"** deberá considerar que, en caso de que se requiera, se trasladará a México para atender cualquier tema vinculado con el servicio.

II. Conforme a la cláusula CUARTA, al finalizar el mes calendario el **"PRESTADOR"** deberá entregar un reporte de actividades mensual en el que describirá los servicios prestados y actividades desarrolladas por el **"PRESTADOR"** durante el periodo que cubra el reporte, mismo que deberá incluir la siguiente información:

| | Fecha | Tema | Descripción del servicio prestado | Soporte documental o forma en la que se prestó el servicio | Especialista que prestó el servicio | Funcionario que solicitó el servicio |
|---|---|---|---|---|---|---|
| 1. | dd/mm/aaaa | | | | Nombre completo | Nombre completo |

III. En todas las comunicaciones por medios electrónicos entre el **"PRESTADOR"** y la **"RECOMEXT"**, deberá incluirse a la siguiente dirección de correo electrónico: tradeoffice1@economia.gob.mx

Todos documentos anteriormente mencionados deberán enviarse a la **"RECOMEXT"** para su revisión y posterior aprobación, a las siguientes cuentas de correo electrónico:

| Representante | Teléfono | Correo electrónico |
|---|---|---|
| Guillermo Malpica Soto | +1 (202) 7281 776 y 7281 719 | tradeoffice1@economia.gob.mx<br>guillermo.malpica@economia.gob.mx |

Adicionalmente, al enviar los mencionados documentos por correo electrónico, el **"PRESTADOR"** deberá marcar copia a los siguientes servidores públicos:

| Nombre | Correo electrónico |
|---|---|
| Laura Martínez-Dietz | lmartinez@naftamexico.net |
| Rebeca Herrera González | rherrera@naftamexico.net |
| Linda Luan Zamora Hernández | lzamora@naftamexico.net |

**SÉPTIMA.- OBLIGACIONES DE LA "RECOMEXT":**

a) Otorgar todas las facilidades necesarias, a efecto de que el **"PRESTADOR"** lleve a cabo sus servicios en los términos convenidos.

b) Sufragar el pago correspondiente en tiempo y forma, por el servicio contratado.

**OCTAVA.- PROPIEDAD INDUSTRIAL**

El **"PRESTADOR"** asume la responsabilidad total en caso de que, al proporcionar los servicios objeto del presente contrato, infrinja disposiciones en materia de patentes, marcas, o viole otros registros de derechos de propiedad industrial, a nivel nacional e internacional.

**NOVENA.- PROPIEDAD INTELECTUAL**

El **"PRESTADOR"** 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 de México.

**DÉCIMA.- INFORMACIÓN CONFIDENCIAL**

Las **"PARTES"** están conformes con que la información que se derive de la celebración del presente instrumento, así como toda aquélla que la **"RECOMEXT"** entregue al **"PRESTADOR"** tendrá el carácter de confidencial, por lo que el **"PRESTADOR"** se compromete a no proporcionarla a terceros, inclusive después de la terminación de este contrato. Al respecto, el **"PRESTADOR"** se obliga a guardar la debida confidencialidad que el caso amerita, en el entendido de que no está autorizado a difundir a terceros, sin autorización expresa de la **"RECOMEXT"**, la información que le sea proporcionada, inclusive después de la rescisión o terminación de los servicios, sin perjuicio de las sanciones administrativas, civiles y penales a que haya lugar.

**DÉCIMA PRIMERA.- DERECHOS DE COBRO**

Le está expresamente prohibido al **"PRESTADOR"** ceder total o parcialmente los derechos que adquiere en virtud de la celebración del presente contrato, salvo los derechos de cobro. Para efectos de la cesión de los derechos de cobro, será necesaria la autorización previa y por escrito de la **"RECOMEXT"**.

**DÉCIMA SEGUNDA.- CALIDAD DE LOS SERVICIOS**

El **"PRESTADOR"** quedará obligado ante la **"RECOMEXT"** a responder por la calidad de los servicios, así como por cualquier otra responsabilidad en que haya incurrido, en los términos señalados en el presente contrato y lo establecido en la legislación estadounidense aplicable.

**DÉCIMA TERCERA.- RELACIÓN LABORAL**

El **"PRESTADOR"**, 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. Asimismo, el **"PRESTADOR"** conviene en responsabilizarse por todas las reclamaciones que sus trabajadores presenten en contra de la **"PRESTADOR"**, en relación con los servicios de este contrato.

**DÉCIMA CUARTA.- EXCEPCIÓN DE OBLIGACIONES**

Con excepción de las obligaciones que se establecen en el presente contrato, la **"RECOMEXT"** no adquiere ni reconoce otras distintas a favor del **"PRESTADOR"**.

**DÉCIMA QUINTA.- TERMINACIÓN ANTICIPADA**

La **"RECOMEXT"** podrá dar por terminados anticipadamente los servicios, cuando concurran razones de interés general, o bien, cuando por causa justificada se extinga la necesidad de requerir los servicios

originalmente contratados, o por convenir así a sus intereses y funciones. En estos supuestos, se pagarán al **"PRESTADOR"** las actividades y horas devengadas.

En caso de que la **"RECOMEXT"** termine anticipadamente el presente contrato, únicamente pagará al **"PRESTADOR"** los servicios prestados y gastos efectivamente devengados, los cuales no podrán exceder el monto máximo establecido en la cláusula TERCERA.

**DÉCIMA SEXTA.- CAUSAS DE RESCISIÓN**

La **"RECOMEXT"** rescindirá el presente contrato sin necesidad de declaración judicial, si el **"PRESTADOR"** incurriera en cualquiera de los siguientes casos:

a) Por suspensión injustificada de los servicios.

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

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

**DÉCIMA SÉPTIMA.- PROCEDIMIENTO DE RESCISIÓN**

La "RECOMEXT" podrá rescindir este contrato, bastando para ello la comunicación por escrito en ese sentido, sin necesidad de declaración judicial, otorgándole al **"PRESTADOR"** un plazo de 5 (cinco) días hábiles contados a partir de que éste reciba la comunicación respectiva, para que manifieste lo que a su derecho convenga. Si el **"PRESTADOR"** no da respuesta o si después de analizar las razones aducidas por éste, la **"RECOMEXT"**, estima que esas razones no son satisfactorias, dentro de los 15 (quince) días hábiles siguientes, dictará la determinación que proceda, la que comunicará al **"PRESTADOR"** y a las autoridades competentes.

**DÉCIMA OCTAVA.- ALTERNATIVA DE CONTRATACIÓN**

Las **"PARTES"** acuerdan que, de presentarse los supuestos establecidos en la cláusula DÉCIMA SEXTA, la **"RECOMEXT"** estará en posibilidad de contratar un prestador de servicios sustituto para garantizar la continuidad de los servicios previstos en el presente contrato.

**DÉCIMA NOVENA.- RESCISIÓN POR PARTE DEL "PRESTADOR"**

El **"PRESTADOR"** podrá rescindir este contrato a la **"RECOMEXT"**, mediante declaración judicial de la autoridad competente, cuando ésta incumpla en el pago de dos o más facturas sin causa justificada.

**VIGÉSIMA.- PAGOS EN EXCESO**

En caso de que el **"PRESTADOR"**, haya recibido pagos en exceso de la **"RECOMEXT"**, deberá reintegrarle las cantidades más los intereses correspondientes de conformidad con la legislación aplicable en Washington, D.C., EUA.

**VIGÉSIMA PRIMERA.- LEGISLACIÓN APLICABLE**

Los términos y condiciones previstos en este contrato serán regidos por la legislación de Washington, D.C., EUA, o en su defecto, la legislación federal de los EUA.

**VIGÉSIMA SEGUNDA.- CONTROVERSIAS E INTERPRETACIÓN**

Para la interpretación y debido cumplimiento del contrato, las **"PARTES"** se someten a la jurisdicción y competencia de los tribunales de Washington, D.C., EUA, renunciado expresamente al fuero que pudiera corresponderles por razón de sus domicilios presentes o futuros, o alguna otra causa.

Por lo anteriormente expuesto, tanto la **"RECOMEXT"** como el **"PRESTADOR"**, declaran estar conformes y bien enterados de las consecuencias, valor y alcance legal de todas y cada una de las estipulaciones que el presente instrumento contiene, por lo que lo ratifican y firman en Washington, D.C., EUA, el 15 de abril de 2019.

**POR LA "RECOMEXT"**

**Guillermo Malpica Soto**
**Representante Comercial de la**
**Secretaría de Economía**
**en Washington, D.C.**

**POR EL "PRESTADOR"**

**Irwin Paul Altschuler**
**Greenberg Traurig, LLP**
**Representante Legal**

ÚLTIMA HOJA DEL CONTRATO DE PRESTACION DE SERVICIOS, CON VIGENCIA HASTA EL 31 DE DICIEMBRE DE 2019, QUE CELEBRAN POR UNA PARTE, LA RECOMEXT, REPRESENTADA POR GUILLERMO MALPICA SOTO, REPRESENTANTE COMERCIAL DE LA SECRETARÍA DE ECONOMÍA EN WASHINGTON, D.C., EUA, Y POR LA OTRA PARTE, GREENBERG TRAURIG, LLP, (EL "PRESTADOR"), REPRESENTADA POR IRWIN PAUL ALTSCHULER, EN SU CARÁCTER DE REPRESENTANTE LEGAL.