

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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Saatchi & Saatchi Advertising, Inc. Registration Number: 3605	The Mexican Tourism Council ("Sectur")

Check Appropriate Boxes:

1.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit. \* See comments below.
2.  There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3.  The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

\* Contract filed as of 7/24/90. Expired 12/31/91. Renewal being negotiated. Saatchi & Saatchi Advertising, Inc. continues to perform services under expired Agreement.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
  1. Study client's products and/or services.
  2. Analyze present and potential markets.
  3. Employ, on client's behalf, our knowledge of the factors of distribution and sales and their methods of operation.
  4. Employ, on client's behalf, our knowledge of the available media and means which can profitably be used to advertise client's products and/or services.
  5. Acting on the study, analysis and knowledge described above, formulate and recommend definite plans.
  6. In the execution of these plans, when approved by the client, we do the following:
    - (a) Write, design, illustrate or otherwise prepare advertisements for print, radio, television or other appropriate forms of client's message and pre-test the executions if we feel it necessary.

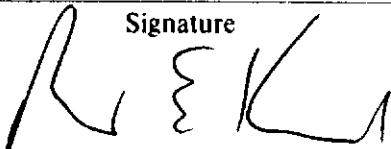
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- (b) Contract, in our name, for space, broadcasting or other means to be used for client's advertising endeavoring to secure the most advantageous rates available.
- (c) Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
- (d) Check and verify insertions, displays, broadcasts, telecasts, or other means used, to such a degree as is usually performed by agencies and is regarded as good practice.
- (e) Audit and pay invoices for space, broadcasting, production and services.
- (f) Screen and select all talent to be used in all forms of media.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes  No

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

Date of Exhibit B February 14, 1991	Name and Title Robert E. Kennedy Vice Chairman Chief Operating Officer	Signature 
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<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

/Translator's note: Each page bears four sets of initials/.

SERVICE CONTRACT COVERING THE PRODUCTION AND DISSEMINATION OF MATERIAL FOR INTERNATIONAL PROMOTIONAL AND ADVERTISING CAMPAIGNS FOR TOURISM, CONCLUDED BY, PARTY OF THE FIRST PART, THE FEDERAL GOVERNMENT THROUGH THE SECRETARIAT OF TOURISM, REPRESENTED BY THE ASSISTANT SECRETARY FOR PROMOTION AND DEVELOPMENT, LIC. CARLOS CAMACHO GAOS, AND THE DIRECTOR, LIC., BRUNO KIENHLE MUTZEMBECHER, AND, PARTY OF THE SECOND PART, SAATCHI & SAATCHI, ADVERTISING INC., REPRESENTED BY MR. JAMES HUNTER, EXECUTIVE VICE PRESIDENT, HEREINAFTER REFERRED TO AS "THE SECRETARIAT" AND "THE AGENCY" RESPECTIVELY, ACCORDING TO THE FOLLOWING STATEMENTS AND CLAUSES:

#### STATEMENTS

##### I. - THE SECRETARIAT states:

- I.1 That it is an agency the Federal government, with the powers indicated in article 42 of the administrative charter of the Federal government and the Federal Tourism law and other applicable regulations.
- I.2 That it is authorized to design, program and implement tourism promotional and advertising campaigns abroad, with the aim of promoting and directing tourism to domestic tourist centers.
- I.3 That in order to implement the foregoing, it must contract services with an agency which can, in its representation, supervise tourism promotion and advertising outside Mexico.
- I.4 That annual budgetary sums are approved for it the Federal government for each fiscal year, so that it may comply with the goals and objectives under the program for "Promotion of Foreign Demand."
- I.5 That this contract was awarded under a public bid No. ST.S. 014.90 pursuant to article 134 of the Constitution of Mexico.
- I.6 That pursuant to section 14 of article 7 of its internal regulations, the Director authorizes contracts which are included in and fall under his budget.
- I.7 That pursuant to article 10 section 5 of the above mentioned regulation, the General Director of Legal Affairs draws up and decides on the contracts for his office.
- I.8 That since the promotion and advertising work covered by this contract will not be performed in Mexico, the amount

paid by THE AGENCY is exempt from income tax, pursuant to communications 361-I-D-5-12015 and 361-I-D-5-14621 of March 26 and June 11, 1984 respectively, signed by the head of the Taxpayer Services of the Technical Office of Receipts of the Secretary of Trade and Public Credit.

I.9 That it has established domicile at calle de Presidente Mazarik No. 172, Col. Chapultepec Morales C.P. 11-587 in Mexico City.

II. THE AGENCY states:

II.1 That it is a company legally established on July 28, 1987 under the name of Saatchi & Saatchi DFS, Inc., under the laws of the State of Delaware, USA and that subsequently, on September 20, 1989, it changed its name to Saatchi & Saatchi Advertising, Inc., as per the certificate issued by notary public Karen J. Smith of the State of New York, validated by the Clerk of the court of New York State and the Consul General of Mexico in said state.

II.2 That Mr. James Hunter, Executive Vice President, has the powers to commit the company under the terms of this contract, as indicated in the power of attorney issued for him and duly legalized by the Consul of Mexico in the city of New York, N.Y., USA.

II.3 That it has adequate human, technical and material resources and the capacity and experience needed to supervise, promote and advertise tourism material outside Mexico for THE SECRETARIAT.

II.4 That it has established domicile at 375 Hudson St., New York, NY 10014-3620, USA.

Having made these statements, the parties agree on the following

CLAUSES

FIRST. SCOPE. THE AGENCY shall provide THE SECRETARIAT with services consisting of the production and dissemination of materials for promotional and advertising campaigns for tourist resources and attractions in Mexico, outside said country. The services covered by these clauses are listed in appendix one to this contract which, having been signed by the parties, is part of the contract.

SECOND. AMOUNT. The amount of this contract shall be ten million dollars, which will cover research, creative development, production, media, marketing strategy and administration.

THIRD. FEES. THE SECRETARIAT shall pay THE AGENCY for these services a commission of fifteen percent on the first fifteen million American dollars of advertising billed. This percentage shall be reduced to ten percent on billings over fifteen million American dollars; and it shall pay net amounts for items not subject to commission.

The fees shall be determined without regard to discounts for prompt payment given by media and suppliers; the amount of these discounts shall be passed on by the AGENCY to the SECRETARIAT, provided the latter makes its payments to the AGENCY on time.

FOURTH. Not included in the costs mentioned in the preceding clause are disbursements by the AGENCY for taxes or fees it must cover for the SECRETARIAT for packaging, mailing, shipping, travel expenses and cargo, telephone, cable and similar outlays generated by the services covered by this contract; the AGENCY shall bill them to the SECRETARIAT apart from the fees mentioned in the previous clause.

FIFTH. Within 20 days from the signing of this contract THE AGENCY shall present to the SECRETARIAT the "MEDIA PLAN" it proposes for 1990, which shall contain the complete and itemized Schedule of Work and Budget for the advertising projects and campaigns considered needed in due implementation of this contract. This "media plan" shall be attached to this contract as APPENDIX II.

THE AGENCY shall begin this work and the contracting of media and suppliers, after it has received written approval from THE SECRETARIAT to the proposed "media plan."

SIXTH. Together with the "media plan" mentioned in the preceding clause, the AGENCY shall give the SECRETARIAT detailed information on the coverage and audience of the radio and TV networks and stations with which it is planning to contract advertising and on the composition of the audience; specifications on the readers of printed media in which ads are to be inserted; and other statistical information to make it possible to determine the advisability of the contracts listed in the "media plan."

SEVENTH. The "media plan" shall include performance by the AGENCY of consumer research, tests of the effectiveness of the ads and marketing studies.

EIGHTH. Within 60 days from its payment to a medium or supplier, THE AGENCY shall give evidence to the SECRETARIAT of the implementation of the work(s) mentioned; this evidence shall always include remittance of copies of invoices issued by the medium or supplier.

In addition, when ads are placed in printed media THE AGENCY shall send to THE SECRETARIAT, within the same period as mentioned in

the preceding paragraph, three copies of the publications into which the ads have been inserted; for promotional material, the SECRETARIAT is to receive at least one copy of the final product.

NINTH. The invoices which THE AGENCY presents to THE SECRETARIAT will be sent with an itemized list of expenses incurred pursuant to clause three, and the relative vouchers.

TENTH. Within the first 15 days of each month THE SECRETARIAT shall place at THE AGENCY's disposal the amounts listed in the schedule in APPENDIX III of this contract, (to be attached to this instrument when the SECRETARIAT approves the budget presented by THE AGENCY), so that these amounts be used in contracting media and suppliers; these amounts shall include fees which, pursuant to clause three, payable to the AGENCY, which shall be paid once the AGENCY has paid the media and suppliers.

The amounts paid by THE SECRETARIAT shall be placed at the disposal of THE AGENCY in American dollars, by cable transfer to account No. 50-018-524 of the AGENCY at Bankers Trust Company, 16 Wall St., New York, NY 10005, USA.

ELEVENTH. THE AGENCY may not in any manner change the budget approved by THE SECRETARIAT and the latter shall not assume any responsibility for agreements or payments made without its authorization.

Any amendments required to the budget shall be expressly authorized in writing by THE SECRETARIAT. In exceptional cases, the authorization may be given over the phone, but must be confirmed immediately by telex or telefax.

TWELFTH. THE SECRETARIAT shall at all times have free access to all the documents held by THE AGENCY concerning the advertising plans or campaigns.

THIRTEENTH. THE SECRETARIAT may sign contracts with media and suppliers directly and entrust THE AGENCY with managing the project(s) involved, and the latter shall have the right to receive the fees mentioned in clause two of this contract.

FOURTEENTH. It will be the responsibility of THE AGENCY to obtain all the authorizations needed for the use of trademarks and patents and copyrighted works of any kind, pursuant to the laws and regulations of the countries involved, during the course of advertising projects and campaigns covered by this contract.

FIFTEENTH. This contract shall be valid from April 15 to December 31, 1990. But either party may terminate it, without liability, by written notice to the other party 45 days in advance. During said period only the commitments which are /illegible/ and cannot be cancelled managed by THE AGENCY in the name and for the account of

THE SECRETARIAT shall be continued.

SIXTEENTH. When this contract is terminated and once the SECRETARIAT has made all the payments it must cover to the AGENCY, the former shall assume the rights and obligations contracted in its name and representation, and the AGENCY shall be relieved of all liability on the matter; the AGENCY shall also deliver to THE SECRETARIAT the material of all kinds derived from the actions mentioned in this contract. The AGENCY shall not be obligated to deliver unpaid material to the SECRETARIAT.

SEVENTEENTH. Within 20 days following the signing of this contract, the AGENCY shall present to THE SECRETARIAT a bond for P. 5,478,000,000 (FIVE THOUSAND FOUR HUNDRED SEVENTY-EIGHT MILLION PESOS) to guarantee correct use of the amounts it will receive, as well as the due development of the promotional and advertising program for tourism covered by this instrument.

The presentation of this bond is an essential condition for the SECRETARIAT to make payments to THE AGENCY according to the established schedule.

The bond shall be issued by a Mexican bonding agency in favor of the Tesoreria de la Federación del Gobierno Mexicano (Mexican Treasury Department) at the disposal of THE SECRETARIAT and shall contain the following clauses:

- a) That it is issued pursuant to this contract.
- b) That it shall be valid throughout the time covered by the schedule of payments to be determined.
- c) That it may not be cancelled without the written consent of the Mexican Treasury Department.
- d) That the bonding institution expressly accepts the stipulations of articles 95 and 118 of the Law on Bonding Institutions.

This bond shall be cancelled when the planned services have been rendered to the SECRETARIAT's satisfaction.

EIGHTEENTH. THE SECRETARIAT shall appoint the Assistant Secretary of Promotion and Development and, in his absence, the General Director of Promotion as liaison person for everything connected with this contract. THE AGENCY appoints Messrs. James Hunter and Leland M. Rogan for the same purpose.

NINETEENTH. THE AGENCY guarantees that the materials used to render the services covered by this contract and the services themselves meet all the regulations, quality requirements and other indications in the media plan authorized by THE SECRETARIAT and

that it will be responsible for damage and loss to the SECRETARIAT caused by non performance of the terms of this contract and/or the media plan, in which case the bond issued under this contract will be called in proportion to the loss incurred, pursuant to articles 2108, 2109 and 2110 and other pertinent ones of the Civil Code for Mexico City and the entire republic.

For this purpose, THE SECRETARIAT shall notify THE AGENCY reliably so that the latter may state, within fifteen business days, what is due it for non-compliance with the obligations. If after this period, THE AGENCY has not stated anything in its defense or if after analyzing the reasons it has given, THE SECRETARIAT believes that they are not satisfactory, the rights of THE SECRETARIAT to take corresponding action will remain reserved, including that of calling in the bond.

TWENTIETH. In the following cases THE SECRETARIAT may cancel this service contract by written notification to THE AGENCY, notwithstanding the stipulations in clause twenty-one:

- a) If THE AGENCY does not issue the bond, with the loss and damage caused THE SECRETARIAT by non-performance of the agreed services being for the account of THE AGENCY.
- b) If THE AGENCY does not render the services according to the data and specifications issued by THE SECRETARIAT, observing the strictest reservation as to the information it receives and using generally accepted procedures.
- c) If it suspends its services unjustifiably.
- d) Does not deliver or render the services covered by this contract to THE SECRETARIAT within the schedule stipulated therein.
- e) If it does not repeat, amend or complete the services which THE SECRETARIAT has rejected as being deficient.
- f) If it does not give the necessary facilities to enable the supervisors to be designated by the SECRETARIAT to perform their functions.
- g) If it conveys, transfers or subcontracts all or part of the contracted services without the written consent of THE SECRETARIAT.

TWENTY-FIRST. If one or more factors listed in the preceding clause come to pass, THE SECRETARIAT shall demand in writing that THE AGENCY remove the deficiency within 15 business days from the date of the communication. If at the end of this period THE AGENCY has not satisfactorily met this requirement, THE SECRETARIAT may use its right to cancel this contract; the communication indicated in



the preceding clause will be sufficient to do so.

TWENTY-SECOND. THE AGENCY, as employer and supervisor of the personnel it uses to perform the services covered by this contract shall be the only party responsible for the obligations based on laws and other ordinances regarding work and social security. THE AGENCY therefore agrees to respond to all the claims of its employees asserted on it or on the SECRETARIAT regarding the services under this contract.

TWENTY-THIRD. The parties expressly accept the Federal legislation and courts of Mexico City for the interpretation and performance of this contract and whatever is not expressly stipulated in it; THE AGENCY therefore waives the venue it may have on the basis of its present or future domicile.

This contract was read and the parties were informed of its significance and legal consequences; it is signed in Mexico City on April 18, 1990.

FOR THE SECRETARIAT  
THE ASSISTANT SECRETARY OF  
PROMOTION AND DEVELOPMENT  
/signature/  
Lic. Carlos Camacho Gaos

FOR THE AGENCY

/signature/

James Hunter  
Executive Vice President

The Director  
/signature/  
Lic. Bruno Kienhle M.

The Director General of  
LEGAL AFFAIRS  
/signature/  
LIC. PABLO MUÑOZ ROJAS

1990 Sector

4/18/90 - 12/31/90

CONVENIO DE PRESTACION DE SERVICIOS PARA PRODUCIR Y DIFUNDIR LAS  
MATERIALES CORRESPONDIENTES A LAS CAMPAÑAS DE PROMOCION Y FOMENTO  
TURISTICO INTERNACIONAL, EN MATERIA TURISTICA, QUE CELEBRAN POR UNA PARTE  
CON EL EJECUTIVO FEDERAL, A TRAVES DE LA SECRETARIA DE TURISMO, Y  
PRESENTADA POR EL SUBSECRETARIO DE PROMOCION Y FOMENTO, LIC. CARLOS  
LOS CAMACHO GARCIA Y EL OFICIAL MAYOR, LIC. BRUNO KIENHLE INTZEMBE  
CHER, Y POR LA OTRA SAATCHI & SAATCHI, ADVERTISING INC.,  
REPRESENTADA POR EL SR. JAMES HUNTER EN SU CAPACIDAD DE  
VICEPRESIDENTE EJECUTIVO, A QUIENES EN LO SUCESIVO Y PARA EFECTOS  
DE ESTE CONTRATO SE LES DENOMINARA COMO "LA SECRETARIA" Y "LA  
AGENCIA", RESPECTIVAMENTE, DE CONFORMIDAD CON LAS DECLARACIONES Y  
DECLARACIONES SIGUIENTES:

DECLARACIONES

1.1 LA SECRETARIA:

- 1.1 Que es una Dependencia del Ejecutivo Federal, con las atribuciones que se le confieren en el artículo 42, de la Ley Orgánica de la Administración Pública Federal, en la Ley Federal de Turismo y en las demás disposiciones aplicables.
- 1.2 Que cuenta con facultades para diseñar, programar e impulsar campañas de promoción y publicidad turística en el extranjero, orientadas a propiciar y dirigir corrientes turísticas hacia los centros turísticos nacionales.
- 1.3 Que a efecto de dar cumplimiento a lo anterior, requiere contratar los servicios de quien pueda realizar la supervisión de promoción y publicidad en materia turística en su representación, fuera del territorio nacional mexicano.
- 1.4 Que anualmente le son aprobadas partidas presupuestales dentro del Presupuesto de Egresos de la Federación para cada uno de los ejercicios fiscales, a efecto de que pueda cumplir con sus objetivos y metas dentro del subprograma "Promoción de la Demanda Exterior".
- 1.5 Que este contrato fue adjudicado a través de la Licitación Pública por invitación No. ST.S. 014.90, de conformidad con el artículo 134, de la Constitución Política de los Estados Unidos Mexicanos.
- 1.6 Que en términos de la fracción XIV, del artículo 7, de

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El Reglamento Interior, es atribución del Oficial Mayor autorizar los contratos en que sea parte y que afecten el presupuesto.

1.7 Que de conformidad con el artículo 10, fracción V, del Reglamento antes señalado, es atribución del Director General de Asuntos Jurídicos, elaborar y dictaminar los contratos en que sea parte.

1.8 Que toda vez que los servicios de promoción y publicidad objeto de este contrato no serán aprovechados en el territorio nacional mexicano, la cantidad que pague LA AGENCIA no causa Impuesto sobre la Renta, de conformidad con lo establecido en los oficios 361-I D 5-12417 y 361-I D 5-14621, de fecha 26 de marzo y 11 de junio de 1984, respectivamente, suscrito por el titular de la Dirección de Servicios al Contribuyente de la Dirección Técnica de Ingresos de la Secretaría de Hacienda y Crédito Público.

I.9 Que tiene establecido su domicilio en la calle de Presidente Mazarik No. 172 Col. Chapultepec Morales C.P. 065587, en la ciudad de México, Distrito Federal.

## II.- Declara LA AGENCIA:

II.1 Que es una sociedad legalmente constituida el 28 de julio de 1987, con el nombre de Saatchi & Saatchi PPS, Inc. conforme a las Leyes del Estado de Delaware, Estados Unidos de Norteamérica y que posteriormente, con fecha 25 de septiembre de 1989, cambió su denominación a Saatchi & Saatchi Advertising, Inc., lo cual consta en la certificación otorgada por el Notario Público Karen L. Smith del Estado de Nueva York, validado por el Secretario de la Corte en el Estado de Nueva York y el Consúl General de México en dicho estado.

II.2 Que el Sr. James Hunter, como Vicepresidente Ejecutivo cuenta con las facultades necesarias para obligarla en los términos del presente contrato, según consta en el poder otorgado en favor de éste, debidamente legalizado por el Consúl Mexicano en la Ciudad de Nueva York, N.Y. E.U.A.

II.3 Que cuenta con los recursos humanos, técnicos y materiales adecuados; así como con la capacidad y experiencia necesaria para prestar servicios de supervisión, de promoción y publicidad en materia turística a LA SECRETARÍA fuera del territorio nacional mexicano.

*JA*

*SM*

*Ln*

*[Signature]*

II.4 Que tiene establecido su domicilio en el 375 Hudson Street, Nueva York, NY 10014-3620 E.U.A.

Expuestas las anteriores declaraciones las partes otorgan las siguientes:

#### C L A U S U L A S

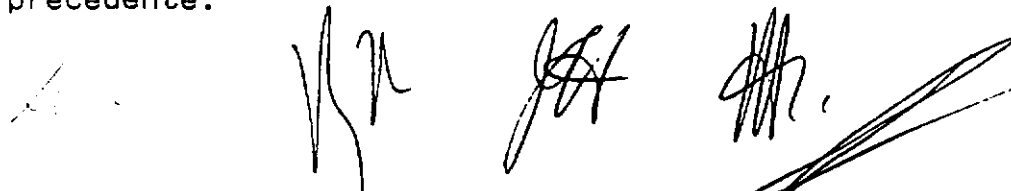
PRIMERA. OBJETO. LA AGENCIA prestara a LA SECRETARIA los servicios consistentes en la produccion y difusion de los materiales correspondientes a las campanas de promocion y publicidad de los recursos y atractivos turisticos de Mexico, fuera del territorio nacional. Los servicios a que se refiere esta clausula se senala en el anexo uno de este contrato, el cual firmado por las partes forma parte del mismo.

SEGUNDA. MONTO. El monto del presente contrato sera de diez millones de dolares el cual cubrira los conceptos relativos a la investigacion, desarrollo creativo, produccion, medios y estrategias de mercadotecnia y administracion.

TERCERA. HONORARIOS. La SECRETARIA cubrira por concepto de los servicios prestados, a la AGENCIA una comision del quince por ciento sobre los primeros quince millones de dolares americanos de publicidad facturada, la cual sera reducida al diez por ciento sobre la facturacion que supere a los quince millones de dolares americanos, y una facturacion neta de los rubros no sujetos al pago de comision.

Los honorarios se determinaran sin considerar los descuentos que por pronto pago otorguen los medios y proveedores; el importe de estos descuentos lo repercutira la AGENCIA en favor de la SECRETARIA, siempre y cuando esta efectue en forma oportuna los pagos de que se trate a la AGENCIA.

CUARTA. No quedan comprendidos dentro de los costos a que se refiere la clausula anterior, las erogaciones efectuadas por la AGENCIA por concepto de impuestos o derechos que corresponda cubrir a la SECRETARIA, por empaques, correo, envio, carga y gastos de viaje, telefono, cable y similares, que se generen por los servicios a que se refiere este contrato, por lo que la AGENCIA las facturara a la SECRETARIA sin los honorarios mencionados en la clausula precedente.



LA AGENCIA presentará a LA SECRETARIA, dentro de los 20 días siguientes a la fecha de la firma de este contrato, el "Plan de Medios" que se proponga para 1990, que contendrá el Programa de Trabajo y el Presupuesto, completos y detallados, referentes a los proyectos y campañas publicitarias que se consideren necesarios para el debido cumplimiento del objeto de este instrumento. El mencionado "Plan de Medios" se acompañará a este contrato, en su totalidad, como ANEXO II.

LA AGENCIA iniciará los trabajos de que se trate, así como la contratación de medios y proveedores, una vez recibida por escrito la conformidad de LA SECRETARIA con el "Plan de Medios" propuesto.

Adicionalmente con el "Plan de Medios" mencionado en la cláusula anterior, LA AGENCIA proporcionará a LA SECRETARIA información detallada sobre la cobertura y auditorio de las cadenas de radio y televisión con las que se programa contratos publicitarios, así como sobre la composición de dicho auditorio; datos estadísticos sobre los lectores de medios impresos en los que se planea insertar publicidad; y demás información estadística que permita determinar la conveniencia de efectuar las contrataciones

acompañará de una relación pormenorizada de los gastos que haya efectuado de conformidad con la cláusula tercera, conjuntamente con los comprobantes respectivos.

DECIMA. LA SECRETARIA pondrá a disposición de LA AGENCIA mensual mente, dentro de los primeros 15 días del mes de que se trate, las cantidades que se detallan en forma calendarizada en el ANEXO III de este contrato, mismo que se acompañará el presente instrumento. LA SECRETARIA aprueba el presupuesto que le presente LA AGENCIA, con el propósito de que las citadas cantidades sean aplicadas en la contratación de medios y proveedores; dentro de dichas cantidades quedarán comprendidos los honorarios que en términos de la cláusula tercera, correspondan a LA AGENCIA, mismos que aplican a una vez que se efectúen los pagos a medios y proveedores.

Las cantidades que pague LA SECRETARIA se pondrán a disposición de LA AGENCIA en Dólares Americanos, mediante transmisión en cable a la sucursal bancaria No. 57-018-524 que tiene LA AGENCIA en el Banco of Montreal Company, ubicado en 16 Wall Street, Nueva York, N.Y., U.S.A.

DECIMA PRIMERA. LA AGENCIA no podrá alterar en forma alguna el presupuesto aprobado por LA SECRETARIA, por lo que ésta no asumirá ninguna responsabilidad sobre contrataciones o pagos realizados sin su autorización.

Las modificaciones al presupuesto que en su caso se requieran, deberán ser autorizadas expresamente, por escrito, por LA SECRETARIA. En casos excepcionales, la autorización podrá ser otorgada por la vía telefónica, sin perjuicio de que se confirme de inmediato por télex o por telefax.

DECIMA SEGUNDA.- LA SECRETARIA tendrá, en todo tiempo, libre acceso a toda la documentación relacionada con los proyectos o campañas publicitarias que se encuentren en poder de LA AGENCIA.

DECIMA TERCERA. LA SECRETARIA podrá celebrar directamente con los medios y proveedores, encargando a LA AGENCIA el manejo del proyecto o proyectos de que se trate, por lo que ésta última tendrá derecho a recibir los honorarios a que se refiere la cláusula segunda de este contrato.

DECIMA CUARTA.- Será responsabilidad de LA AGENCIA obtener todas...

Las autorizaciones que se requieran en materia de uso de marcas y patentes, así como de obras de cualquier índole protegidas por derechos de autor, de conformidad con las leyes y reglamentos de los países de que se trata, por lo que respecta al desarrollo de los proyectos y campañas de publicidad objeto de este contrato.

DECIMA QUINTA. La vigencia del presente contrato será del 15 de abril al 31 de diciembre de 1990. Sin embargo, cualquiera de las partes podrá darlo por terminado, sin responsabilidad, mediante notificación dirigida a la otra con 45 días de anticipación. Durante este período, se continuarán cumpliendo únicamente los compromisos irrevocables y no cancelables que haya contraído LA AGENCIA a nombre y por cuenta de LA SECRETARIA.

DECIMA SEXTA. Al darse por terminado este contrato, y una vez que LA SECRETARIA haya efectuado la totalidad de los pagos que deba cubrir a LA AGENCIA, LA SECRETARIA asumirá los derechos y obligaciones contraídas en su nombre y representación, por lo que LA AGENCIA quedará relevada de toda responsabilidad al respecto; así mismo, LA AGENCIA entregará a LA SECRETARIA el material de toda índole que se derive de las acciones a que se refiere este contrato. Por lo anterior, LA AGENCIA no estará obligada a entregar a LA SECRETARIA materiales no liquidados.

DECIMA SEPTIMA. Dentro de los 20 días siguientes a la firma de este contrato, LA AGENCIA le presentará a LA SECRETARIA una fianza por \$ 5,470,700,000.00 ( CINCO MIL CUATROCIENTOS SETENTA Y OCHO MILLONES DE PESOS. 00/100 M.N.) para garantizar la correcta utilización de las cantidades que reciba, así como el debido desarrollo del programa de promoción y publicidad en materia turística a que se refiere este instrumento.

La presentación de esta fianza será requisito indispensable para que LA SECRETARIA efectúe pagos a LA AGENCIA, de conformidad con el calendario que se fije.

La fianza deberá ser expedida por una institución de fianzas de México, a favor de la Tesorería de la Federación del Gobierno Mexicano y a disposición de LA SECRETARIA debiendo contener las siguientes menciones:

- a) Que se otorga en términos de este contrato.
- b) Que estará en vigor durante el tiempo que comprenda el calendario de pagos que se determine.

diere sufrir LA SECRETARIA por la inexecución de los servicios pactados.

- b) Si LA AGENCIA no presta los servicios de acuerdo con los datos y especificaciones que emita LA SECRETARIA, sujeta a la más estricta reserva en cuanto a las informaciones que reciba, y empleando los procedimientos usualmente aceptados.
- c) Si suspende injustificadamente los servicios.
- d) Si no entrega o presta los servicios objeto de este contrato a LA SECRETARIA en el plazo previsto dentro del mismo.
- e) Si no repite, modifica o completa los servicios que LA SECRETARIA no acepte por deficientes.
- f) Si no da las facilidades necesarias a los supervisores que al efecto designe LA SECRETARIA para el ejercicio de su función.
- g) Si cede, traspasa o subcontrata la totalidad o parte de los servicios contratados, sin consentimiento, por escrito de LA SECRETARIA.

*JH*  
*GH*  
*SH*  
VICESIMA PRIMERA. - Si se actualiza una o varias hipótesis de las previstas en la cláusula anterior, LA SECRETARIA requerirá por escrito a LA AGENCIA, para que dentro de un término de 15 días hábiles a partir de la comunicación sea subsanada la deficiencia; si al final de dicho término LA AGENCIA no cumpliere satisfactoriamente dicho requerimiento, LA SECRETARIA podrá ejercitar el derecho de rescisión del presente contrato bastando para ello la comunicación prevista en la cláusula anterior.

VICESIMA SEGUNDA. - LA AGENCIA como empresario y patrón del personal que ocupa con motivo de los servicios materia del contrato, será el único responsable de las obligaciones, derivadas de las disposiciones legales y demás ordenamientos en materia de trabajo y seguridad social. LA AGENCIA conviene por lo mismo, en responder de todas las reclamaciones que sus trabajadores presentaren en su contra o en contra de LA SECRETARIA, en relación con los servicios del contrato.

VICESIMA TERCERA. - Para la interpretación y cumplimiento de este contrato, así como para todo aquello que no esté expresamente estipulado.

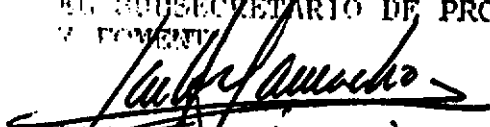
*LS*



culada en el mismo. las partes se someten a las Leyes Federales y a la jurisdicción de los Tribunales Federales de la Ciudad de México, Distrito Federal, por lo tanto, LA AGENCIA renuncia al fuero que pudiera tener por razón de su domicilio presente o futuro.

Leído que fue el presente contrato y enteradas las partes de su valor y consecuencias legales, se firma en México, D.F., el 18 de Abril de 1990.

POR LA SECRETARIA  
EL SUBSECRETARIO DE PROMOCION  
Y FOMENTO

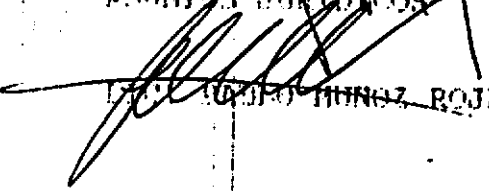


EL LICENCIADO CARLOS CAMACHO GAOS

EL OFICIAL MAYOR

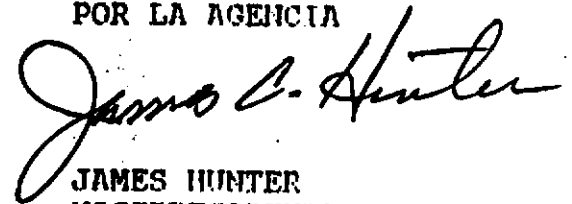
EL LICENCIADO BRUNO KEMILE M.

EL DIRECTOR GENERAL DE  
ASUNTOS JURIDICOS



EL LICENCIADO ROBERTO MUÑOZ ROJAS

POR LA AGENCIA



JAMES HUNTER  
VICEPRESIDENTE EJECUTIVO

