

REVISED

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 information materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such documents, other than information materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Verner, Liipfert, Bernhard, McPherson & Hand, Chartered	2. Registration No. 3712
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3. Name of foreign principal Senado de Mexico
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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.

Under this agreement, the Firm will work with the Senado de Mexico to enhance U.S.-Mexico relations.


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

Please see attached.

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 Registrant will provide strategic advice and counsel to the foreign principal. The Registrant's activities may also include inquiries on behalf of the foreign principal with Executive Branch officials and officials of government agencies. The Registrant will not speak on behalf of the foreign principal to the executive and legislative branches of the United States Government except with the foreign principal's express authorization.

Date of Exhibit B	Name and Title	Signature
10-18-01	Michael J. Roberts, President and Managing Attorney	 /SWS

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

Contract for the delivery of professional services which is entered into on the one hand by the Chamber of the Senate of the Honorable Congress of the United Mexican States, hereinafter to be referred to as "the Chamber", which is represented in this matter by Jorge Valdes Aguilera, in his capacity as Administrator of the Office of Administrative Services, and on the other hand by Verner, Liipfert, Bernhard, McPherson and Hand, represented by Evan M. Migdail in his capacity as a partner, to be hereinafter referred to as "the Consultant" under the following declarations and provisions:

DECLARATIONS

I. ON THE PART OF THE CHAMBER:

A) That it is composed of members, and a part of the Honorable Congress of the Union, in accordance with article 50 of the Political Constitution of the United Mexican States, and is duly represented by Jorge Valdes Aguilera, in his capacity as Director of the Office of Administrative Services.

B) That the Committee on Foreign Relations for North America justified before the Leadership Group of the Senate the need to have a specialized form of consultancy services with respect to efforts to strengthen its relations with the United States Senate, which Committee will be responsible for the details of the program and supervision of the Consultant, and for receiving work product and making payments under this Contract.

C) That the President of the Chambers' Leadership Group authorized the Director of the Office of Administrative Services to enter into the services which are subject to this Contract.

D) That there exists sufficient funds in the Treasury of the Chamber to meet its financial obligations to pay for these services.

E) That this Contract is inscribed in the Federal registry of contributors under number THC-750917-87A.

F) That for purposes of this Contract the address of the Chamber is Xicotencatl Street Number 9, Colonia Centro, Delegacion Cuauhtemoc,Codigo Postal 06018, Mexico, Distrito Federal.

II. ON THE PART OF THE CONSULTANT:

A) That under oath, it is firm of American nationality, which expressly accepts to submit itself to the jurisdiction and laws and authorities of the United Mexican States y to consider itself as a national subject, and expressly will not seek the protection of its own government with respect to the enforcement of this contract, under the risk of losing all rights and benefits which it might acquire under Mexico law relative to this provision.

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B) That Evan Michael Migdail has the right and ability to enter into this agreement, which he swears to under oath, and which have not been limited or revoked in any way as of the effective date.

C) That he has the professional and technical capabilities y the experience to fulfill the obligations undertaken under this Contract.

D) That he swears under oath that he is in compliance with his fiscal obligation in the United States.

E) That his address for purposes of this instrument is 901 15th Street, N.W., Washington, D.C. and that he has no office of representative in Mexico.

III. ON THE PART OF BOTH PARTIES:

Preamble – That the Parties voluntarily enter into the present Contract and agree to the following terms, conditions, and obligations:

TERMS

First. – By means of this Contract, the Consultant agrees to furnish services which will be consistent with the following objectives:

A) To support the Chamber in strengthening its relationship with the American Congress.

B) To provide the Chamber with consultation services with respect to legislative matters before the American Congress.

C) To promptly analyze and identify initiatives in the American Congress which have an impact on the United Mexican States.

D) To provide detailed reports in Spanish to the Chamber on matters of importance to it.

E) To represent the Chamber as needed on legislative matters in the American Congress.

The services which are previously described will be evaluated by the Committee on Foreign Relations for North America with the prior standards in mind.

Second.- HONORARIA AND FORM OF PAYMENT. The Chamber agrees to pay the Consultant during the term of this Contract a monthly fee of the equivalent of \$20,000 dollars in Mexican National currency plus the value added tax in accordance with the terms of article 8 of the monetary laws of the United Mexican States, which will be covered by deposits to a bank account in Mexico City as indicated by the Consultant, upon approval of such payment by the Committee on Foreign Relations for North America after reviewing the Consultant's invoice, which will be transmitted to the Treasury of the Chamber prior to payment.

Third. - FEES FOR ADDITIONAL PROFESSIONAL SERVICES. The Parties agree that the term additional professional services refers to services for telephone and long distance fax services, messengers services, travel within the United States and from the United States to Mexico, the cost of which services will not exceed \$1,000 dollars U.S. absent prior agreement with the Chamber through the Committee on Foreign Relations for North America.

Fourth.- TERM. The term of this Contract is from the 1st day of April of 2001, from which point the Consultant and the Chamber were in discussions regarding the terms of their agreement and from which time the Consultant has been rendering services to the Chamber, and end on the 31st of December of this year.

Fifth.- OBLIGATIONS OF THE CONSULTANT -

- A) To not divulge to third parties information developed under the Contract.
- B) To submit to the jurisdiction of the United Mexican States.
- C) To provide the human and infrastructure resources needed to meet its obligation under the Contract in furtherance of the requirements of the Chamber.
- D) To refrain from advising third parties relative to the services under the Contract.
- E) To avoid making any statements relative to these services to the general or specialized media without the express written authorization of the Chamber.

Sixth.- ANTICIPATED TERMINATION. The Chamber may terminate this Contract at any time without any further obligation except the payment of fees up to the time of termination.

Seventh.- RESCISSION. Either Party may rescind the Contract without the need of a judicial determination of public necessity or failure to meet obligations, as long as the Party provides notice to the other party at least 30 days prior to the anticipated date of rescission.

Eighth.- FORCE MAJURE. Neither of the Parties will be liable to the other for failure to meet any obligation under this Contract resulting directly or indirectly from unexpected events or force majeure, if as a result of such unexpected events or force majeure the Contract should be modified by written agreement of the Parties.

Ninth.- TRANSFERABILITY. The Consultant may not transfer to third parties, whether natural or juridical, any of the rights or obligations under this Contract absent the Chamber's written authorization.

Tenth.- CONSULTANT RESPONSIBILITY. With respect to all of the information provided by the Chamber in furtherance of its objectives under the Contract, the Consultant agrees to hold the Chamber harmless with respect to claim or demand derived or imputed from acts of the Consultant, and agrees as well to indemnify the Chamber for any damages which might result from the fault or negligence of the Consultant or its personnel, or for any illegal acts on the part of these persons or acts taken contrary to the instructions of the Chamber or the provisions of this Contract.

Eleventh.- LABOR, FISCAL, SECURITY, AND OTHER OBLIGATIONS. The Consultant agrees to perform the services contemplated by this Contract either with its own personnel or third parties not originally contemplated under these terms, in which case the Consultant will hold harmless the Chamber with respect to all obligations under labor, social security, fiscal, insurance, professional responsibility, as well as all other obligations on behalf of the Consultant's personnel or third party providers, and to indemnify the same for any claims which might arise with respect to these matters.

Twelfth.- JURISDICTION. With respect to the interpretation and administration of this Contract the Parties agree to the jurisdiction and competence of the Federal courts of the United Mexican States, resident in the Federal District, for which the Consultant renounces any advantages that it might have by reason of its nationality, domicile, for the present and the future.

Having read the Contract and understood its terms and scope, the Parties have signed it in triplicate on this 1st day of June, 2001 in the City of Mexico, the Federal District.

[Signatures]



Subscribed and sworn to before me this
10th day of October, 2001.

Victoria K. Wolf, Notary Public in and for
the District of Columbia

My commission expires: 8/31/02

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FEDERAL DISTRICT OF COLUMBIA