

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 triplicate 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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

Name of Registrant	Name of Foreign Principal
Shearman & Sterling	Secretariat of Commerce and Industrial Development (SECOFI)

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 three copies of the contract to this exhibit.
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 three 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 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 the expenses, if any, to be received.

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 INTERNAL SECURITY
 SECTION
 REGISTRATION UNIT

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We will provide advice and assistance to the Mexican government in the negotiation and passage of a free trade agreement between the United States and Mexico. The duration of our representation is at the discretion of the client. We will charge hourly fees plus expenses for the services provided.

VS

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

As lead counsel to the Mexican Government for the U.S.-Mexico free trade agreement negotiations, we will advise and assist on U.S. laws and on International agreements relevant to the free trade agreement negotiations; on the negotiations themselves; and on the Congressional approval of the negotiations and implementation of the agreement.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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.

Please see the answer to Question 5.

Date of Exhibit B	Name and Title	Signature
2/24/94	Christopher Clarke, Associate	

¹Political 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.

TECHNICAL AND PROFESSIONAL SERVICES CONTRACT BETWEEN THE FEDERAL EXECUTIVE ON BEHALF OF THE SECRETARY OF COMMERCE AND INDUSTRIAL DEVELOPMENT, HEREAFTER "THE SECRETARY," REPRESENTED BY LIC. ANTONIO ARGUELLES IN HIS ROLE AS SENIOR OFFICIAL, AND SHEARMAN & STERLING, HEREAFTER "THE CONSULTANTS," REPRESENTED BY MR. ROBERT HERZSTEIN

DECLARATIONS

1. The Secretary declares:

1.1 That it is a dependency of the Federal Executive, as laid out in article 26 of the Organic Law of the Federal Public Administration.

1.2 That as noted in article 34 of the same law, this dependency is responsible for, among other matters, formulating and managing general industrial policies, foreign trade, foreign trade promotion; studying, projecting and setting tariffs; studying and imposing restrictions on imported and exported goods; participating in the development of general criteria for establishing foreign trade stimuli; studying and determining through the use of general rules, the fiscal stimuli necessary for industrial development and foreign trade; promoting and guiding foreign investment and, when relevant, organizing industrial research.

1.3 That to carry out its functions, it requires technical and professional services detailed in the Second Clause of the this contract.

1.4 That in accordance with section XIII of the seventh article of Internal Rule of the Secretary of Commerce and Industrial Development, the Senior Official is the Public Servant that has the authority to enter into contracts on behalf of the dependency.

1.5 That it has financial resources to cover the amount stipulated in the present contract and in accordance with budget item No. 0359A.

1.6 That its address is Alfonso Reyes No. 30, Colonia Condesa, C.P. 06179, Mexico, Distrito Federal.

2. The Consultants declare:

2.1 That they are a legally formed association as outlined in its charter in the Secretary's possession.

2.2. That Mr. Robert Herzstein is authorized to enter into this contract on their behalf.

2.3. That they have the necessary professional and technical capabilities to comply with the obligations set out in this contract.

2.4. That their address is 801 Pennsylvania Ave., N.W., Washington, D.C. 20004.

3. The parties declare:

3.1. That they recognize each other for the purposes of this contract and manifest their will to comply with that stipulated in the following:

CLAUSES

FIRST. - The duration of this contract will be from January 1, 1993 to December 31, 1993.

SECOND. - THE CONSULTANTS will provide the SECRETARY with the legal services required for the implementation of the Free Trade Agreement between Mexico, the U.S. and Canada.

THIRD.- THE CONSULTANTS are obliged to provide the services mentioned in the second clause in accordance with the highest standards of technical and professional quality.

The personnel of THE CONSULTANTS listed in ANNEX ONE will be those exclusively charged with carrying out the professional services outlined in this contract. Nevertheless, in the interest of providing services in the most efficient manner possible, THE CONSULTANTS may make changes in the personnel list detailed in ANNEX ONE. In such cases, THE CONSULTANTS will notify THE SECRETARY of such changes in writing as soon as possible. THE SECRETARY may reject the changes introduced by THE CONSULTANTS within 30 days following written notification of the changes.

When THE SECRETARY should so request, THE CONSULTANTS will present without delay a list which notes the hourly rate of each one of the members of its personnel listed in ANNEX ONE. These rates must be discounted 30% with respect to the normal hourly rates charged for personnel by THE CONSULTANTS.

FOURTH.- The parties agree that the total amount for services in this contract is an annual maximum of \$2,500,200 (TWO MILLION FIVE HUNDRED THOUSAND TWO HUNDRED 00/100) U.S. dollars, or the equivalent in domestic currency. To cover this amount, THE SECRETARY is obliged to pay THE CONSULTANTS twelve monthly payments of \$208,350 (TWO HUNDRED EIGHT THOUSAND THREE HUNDRED FIFTY 00/100) U.S. dollars or the equivalent in domestic currency.
THE CONSULTANTS may not cede the rights of payment outlined in this contract.

FIFTH.- For December 10, 1993, THE CONSULTANTS must give to the SECRETARY an itemized list of the costs of all services provided during the period from January 1, 1993 to

November 30, 1993. The list must include the costs of the services outlined in this contract, including expenses and honoraria for hours worked by the personnel of THE CONSULTANTS. The list of costs also must include the expenses from subcontracting services as referred to in the NINTH Clause.

If, in accordance with the TENTH, ELEVENTH, TWELFTH and THIRTEENTH clauses, this contract is abrogated before December 10, 1993, THE CONSULTANTS must issue an itemized list of costs for services offered during the period the contract was in effect no later than 20 days after the abrogation takes effect or December 10, 1993, whichever comes first.

If the total costs for the services provided are less than the expected total monthly payments, THE CONSULTANTS must reimburse the difference to THE SECRETARY on the same day THE SECRETARY receives the list of costs described in the preceding paragraphs.

SIXTH.- THE SECRETARY has the right to name professional auditors to check on a monthly basis the bills that THE CONSULTANTS issue. The parties will agree beforehand on the format and procedures for carrying out this examination.

SEVENTH.- THE SECRETARY will provide THE CONSULTANTS all the information necessary so that services in this contract may be rendered in the best manner possible.

THE CONSULTANTS may not provide the information they receive from the SECRETARY to third parties, including after the abrogation or termination of this contract, without the written authorization of THE SECRETARY.

EIGHTH.- THE CONSULTANTS must:

- a) Offer their services to the SECRETARY exclusively, in terms of the services covered in this contract. Specifically, THE CONSULTANTS must notify THE SECRETARY of any third party matters that could conflict with their obligations in this contract and must not accept any such tasks that THE SECRETARY objects to.
- b) Handle all commitments with respect to personnel that may intervene in providing the contracted services. THE SECRETARY has no obligation in this respect.
- c) Pay the taxes corresponding to the execution of the contracted services.

NINTH.- THE CONSULTANTS may subcontract part of the services in this contract with any of the law firms enumerated in ANNEX TWO, but only with respect to specialty areas specified in ANNEX TWO.

THE SECRETARY may, at any moment and at his discretion, eliminate from ANNEX TWO any of the law firms enumerated, simply by communicating this in writing to THE CONSULTANTS. In the case that a subcontract with a firm that THE SECRETARY has

decided to eliminate is operative, THE CONSULTANTS must immediately abrogate such subcontracts.

THE CONSULTANTS mayt make changes to the list of law firms contained in ANNEX TWO. In such instances, THE CONSULTANTS must notify THE SECRETARY of the changes in writing as soon as possible. THE SECRETARY may reject the changes in ANNEX TWO introduced by THE CONSULTANTS.

THE CONSULTANTS will send the necessary part of the monthly payments perceived in conformity with the FOURTH Clause, to cover in totality the cost of the subcontracted services in conformance with this clause. The payments made by the CONSULTANTS to cover such services will be included in the itemized list of expenses referred to in FIFTH Clause.

TENTH.- Any of the parties may rescind the contract unilaterally, solely by written communication to the other party with 60 days' advance notice.

ELEVENTH.- THE SECRETARY may rescind the present contract communicating his decision in writing to THE CONSULTANTS if:

- a) THE CONSULTANTS for reasons that cannot be changed do not carry out the services in accordance with the specifications described in ANNEX ONE of the present contract.
- b) THE CONSULTANTS unjustifiably suspend their services or do not give the services the attention needed by failing to assign matters to competent personnel.
- c) THE CONSULTANTS offer third parties confidential information material to this contract without the express authorization of THE SECRETARY.

TWELFTH.- If any of the two hypothesis foreseen in the preceding clause occur concerning deficiency of services provided, THE SECRETARY may request in writing that THE CONSULTANTS correct these deficiencies within 30 calendar days. If at the end of said period, THE CONSULTANTS do not comply satisfactorily with the request, THE SECRETARY may exercise the right to abrogate this contract, solely by notifying THE CONSULTANTS in writing.

If the situation described in section c of the TENTH Clause is verified, THE SECRETARY will have the right to abrogate the contract from the moment he learned of the situation, having only to communicate his decision in writing to THE CONSULTANTS.

THIRTEENTH.- THE CONSULTANTS may abrogate this contract if THE SECRETARY unilaterally changed the schedule and/or amount of the monthly payments agreed to. Nevertheless, in order for this abrogation to be valid, THE CONSULTANTS must first search for a friendly arrangement with THE SECRETARY by which the irregularities can be corrected.

If this cannot be achieved within 30 days from the time THE CONSULTANTS notify in writing and manifest the inconformity, THE CONSULTANTS may exercise the right to abrogate the contract, solely by notifying THE SECRETARY in writing.

FOURTEENTH.- ANNEX ONE and ANNEX TWO are an integral part of this contract for all legal purposes.

FIFTEENTH.- The parties agree to designate channels responsible for the coordination of services for this contract.

SIXTEENTH.- The terms and conditions not foreseen in this contract must be decided by mutual agreement between the parties.

SEVENTEENTH.- The parties will make their best effort, without jeopardizing any of the preceding clauses, to resolve in a friendly manner any controversy with respect to the interpretation and execution of this contract, within a period of 30 calendar days beginning from the day either party manifests in writing to the other the matter that has not been complied with or that is controversial.

Once the mentioned period of time expires and there is no reconciliation, the parties will submit expressly to the Federal Tribunals of Mexico City, Federal District, and not seek recourse in the court that would normally correspond to them based on their present or future address.

Having read the present document and knowing its scope and legal consequences, the parties manifest their conformity with its content and sign it in Mexico City, Federal District, on January 1, 1993.

FOR THE SECRETARY
SENIOR OFFICIAL
Antonio ARGUELLES

FOR THE CONSULTANTS
Robert HERZSTEIN

Project Manager
Hermann Von Bertrab
FTA Office

Jesus Flores
Chief of Aides
FTA Office - Mexico

Registered in the General Management of Judicial Matters
under number 282/93. Dated June 25, 1993
Signed by the Director of Legislation and Consulting

ANNEX 1 - Shearman & Sterling Personnel Authorized to Provide Professional Services
Outlined in this Contract

ANNEX 2 - Law Firms and Areas of Specialty Authorized for the Subcontracting of Services
Described in this Contract

<u>Law Firms</u>	<u>Area of Legal Specialty</u>
Olsson, Frank & Weeda	Agriculture
Covington & Burling	Telecommunications
Bryan Cave & McPheeters	Intellectual Property
Freshfields	International Arbitration
Jones & Co.	Government Relations Research

TRANSLATION

Complementary agreement between the Secretary of Commerce and Industrial Development on behalf of the Federal Executive, hereafter "the Secretary," represented by Lic. Antonio Arguelles, and Shearman & Sterling, hereafter "the Consultants," represented by Robert Herzstein:

DECLARATIONS

The Parties declare:

- a) That on January 1, 1993 they entered into a contract for professional and technical services which was registered in the Secretary's Division of Judicial Matters under number 282/93.
- b) That said contract stipulated as an annual fee for Consultant's services the quantity \$2,500,000 (TWO MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS), or the equivalent in domestic currency, in monthly payments of \$208,350 (TWO HUNDRED EIGHT THOUSAND THREE HUNDRED FIFTY U.S. DOLLARS), or the equivalent in domestic currency.
- c) That both parties agree that the Consultants will be paid an additional fee each time that the Consultants carry out, in addition to established services, assistance in governmental relations and media communications for the FTA Office; related political projects in coordination with the FTA Office; urgent requirements related to the NAFTA; legal assistance regarding the approval process of the NAFTA legislation in Congress; assistance to the Government of Mexico in its public relations campaign in the states and districts of the United States, with the purpose of establishing contact with the relevant members of Congress regarding the NAFTA and its consideration in Congress.

CLAUSES

FIRST. The Secretary will recognize and pay the Consultants for services detailed in declarations a) and c) of this document, an additional \$350,000 (THREE HUNDRED FIFTY THOUSAND U.S. DOLLARS), or its equivalent in domestic currency, which will be paid in the following way:

THE SECRETARY agrees to pay the CONSULTANTS six monthly payments of \$58,333 (FIFTY EIGHT THOUSAND THREE HUNDRED THIRTY THREE U.S. DOLLARS), or its equivalent in domestic currency, and it will be charged to budget item 0637-A.

SECOND. The duration of this complementary agreement will be from July 1, 1993 through December 31, 1993.

This agreement was concluded in Mexico City, Federal District on July 1, 1993.

FOR THE SECRETARY
OFFICIAL REPRESENTATIVE

FOR THE CONSULTANTS

C. ANTONIO ARGUELLES

ROBERT HERZSTEIN

PROJECT DIRECTOR

DR. HERMANN VON BERTRAB
HEAD OF THE WASHINGTON FTA OFFICE

CONTRATO DE PRESTACION DE SERVICIOS TECNICOS Y PROFESIONALES QUE CELEBRAN POR UNA PARTE EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL, EN LO SUCESIVO "LA SECRETARIA", REPRESENTADA POR EL LIC. ANTONIO ARGÜELLES EN SU CARACTER DE OFICIAL MAYOR DE LA DEPENDENCIA, Y POR LA OTRA SHEARMAN & STERLING, EN LO SUCESIVO "LOS CONSULTORES", REPRESENTADOS POR EL SEÑOR ROBERT HERZSTEIN, AL TENOR DE LAS SIGUIENTES

DECLARACIONES

1. Declara "LA SECRETARIA":

1.1 Que es una dependencia del Poder Ejecutivo Federal, conforme a lo dispuesto en el artículo 26 de la Ley Orgánica de la Administración Pública Federal.

1.2 Que conforme al artículo 34 del mismo ordenamiento, le corresponde a esta dependencia entre otros asuntos, formular y conducir las políticas generales de industria, comercio exterior, fomentar el comercio exterior, estudiar, proyectar y determinar los aranceles; estudiar y determinar las restricciones para los artículos de importación y exportación; participar en la fijación de los criterios generales para el establecimiento de los estímulos al comercio exterior, y estudiar y determinar mediante reglas generales, los estímulos fiscales necesarios para el fomento industrial y el comercio exterior, promover, orientar la inversión extranjera y, en su caso, organizar la investigación industrial.

1.3 Que para el desarrollo de sus funciones, requiere de los servicios técnicos y profesionales que se detallan en la Cláusula SEGUNDA de este contrato.

1.4 Que de acuerdo con lo establecido en la fracción XIII del artículo 7º del Reglamento Interior de la Secretaría de Comercio y Fomento Industrial, el Oficial Mayor es el Servidor Público que tiene conferidas la facultades para celebrar los convenios en los que la dependencia interviene como parte.

1.5 Que cuenta con los recursos financieros para cubrir la erogación estipulada en el presente contrato y de acuerdo al documento de asignación presupuestal No. 0359 A.

1.6 Que señala como domicilio, el ubicado en Alfonso Reyes No. 30, Colonia Condesa, C.P. 06179, México, Distrito Federal.

2. Declaran "LOS CONSULTORES":

2.1 Que son una asociación legalmente constituida como lo acreditan en el acta constitutiva en poder de "LA SECRETARIA".



2.2 Que el Sr. Robert Herzstein cuenta con las facultades necesarias para suscribir el presente contrato en su representación.

2.3 Que cuentan con los elementos profesionales y técnicos necesarios para cumplir con las obligaciones derivadas del presente contrato.

2.4 Que para los efectos legales a que haya lugar, señalan como su domicilio: 801 Pennsylvania Ave., N.W., Washington, D.C. 20004.

3. Declaran las partes:

3.1 Que se reconocen ampliamente con el carácter que se ostentan en este acto y manifiestan su voluntad de obligarse de conformidad con lo estipulado en las siguientes:

CLAUSULAS

PRIMERA.- La duración del presente contrato será del 1o. de enero de 1993 al 31 de diciembre de 1993.

SEGUNDA.- "LOS CONSULTORES" proporcionarán a la "SECRETARIA" los servicios legales que sean requeridos para la instrumentación del Tratado de Libre Comercio entre México, Los Estados Unidos de América y Canada.

TERCERA.- "LOS CONSULTORES" se obligan a prestar servicios a los que se refiere la Cláusula SEGUNDA de acuerdo a las más altas normas de calidad técnica y profesional.

El personal de los "LOS CONSULTORES" listado en el "ANEXO UNO" será el exclusivamente encargado de desahogar los servicios profesionales objeto de este contrato. Sin embargo, a efecto de prestar sus servicios de manera más eficiente posible, "LOS CONSULTORES" podrán realizar cambios en el personal designado en el "ANEXO UNO". En tales casos, "LOS CONSULTORES" deberán tan pronto como sea posible notificar por escrito a la "SECRETARIA" los cambios realizados. "LA SECRETARIA" podrá rechazar los cambios introducidos por "LOS CONSULTORES" dentro de los treinta días siguientes a que reciba notificación por escrito sobre dichos cambios.

Cuando así lo solicite "LA SECRETARIA", "LOS CONSULTORES" presentarán sin demora una lista donde se haga constar la tarifa por hora de trabajo de cada uno de los miembros de su personal listado en el "ANEXO UNO". Estas tarifas deberán ser descontadas en un treinta por ciento en relación con las tarifas por hora cobradas normalmente por el personal de "LOS CONSULTORES".



CUARTA.- Las partes convienen en que el monto total por los servicios objeto de este contrato es de un máximo de \$2,500,200 (DOS MILLONES QUINIENTOS MIL DOSCIENTOS 00/100) dólares de los Estados Unidos, ó su equivalente en moneda nacional, en forma anual. Para cubrir este monto, "LA SECRETARIA" se obliga a pagar a "LOS CONSULTORES" doce mensualidades de \$ 208,350 (DOSCIENTOS OCHO MIL TRESCIENTOS CINCUENTA 00/100) dólares de los Estados Unidos, ó su equivalente en moneda nacional.

"LOS CONSULTORES" no podrán ceder los derechos de cobro derivados de este contrato.

QUINTA.- Para el 10 de diciembre de 1993 "LOS CONSULTORES" se obligan a proporcionar a "LA SECRETARIA" una lista pormenorizada de los costos de todos los servicios prestados durante el período comprendido entre el primero de enero de 1993 y el 30 de noviembre de 1993. La lista deberá incluir los costos de los servicios objeto de este contrato, incluyendo los gastos y honorarios por horas trabajadas por el personal de "LOS CONSULTORES". La lista de costos también incluirá los gastos derivados de la subcontratación de servicios a que se refiere la Cláusula NOVENA.

Si de conformidad con las cláusulas DECIMA, DECIMA PRIMERA, DECIMA SEGUNDA Y DECIMA TERCERA, este contrato fuera rescindido antes del 10 de diciembre de 1993, "LOS CONSULTORES" deberán entregar la lista pormenorizada de costos por servicios prestados durante la vigencia del contrato a mas tardar veinte días después de que la rescisión surta efectos o el 10 de diciembre de 1993, lo que ocurra primero.

Si los costos totales por los servicios prestados son menores al total de las mensualidades percibidas, "LOS CONSULTORES" deberán reembolsar el excedente a "LA SECRETARIA" el mismo día en que "LA SECRETARIA" reciba la lista de costos a que se refieren los dos párrafos anteriores.

SEXTA.- "LA SECRETARIA" tendrá el derecho de nombrar auditores profesionales para que mensualmente revisen las cuentas que generan "LOS CONSULTORES", previo acuerdo entre las partes sobre la forma y el procedimiento para llevar a cabo esta revisión.

SEPTIMA.- "LA SECRETARIA" proporcionará a "LOS CONSULTORES" toda la información necesaria para el mejor desarrollo de los servicios objeto del presente contrato.

"LOS CONSULTORES" se obligan a no proporcionar a terceros sin autorización por escrito de la "LA SECRETARIA", la información que les sea proporcionada inclusive después de la rescisión o terminación de este contrato.

Handwritten signature and initials in the bottom right corner of the page.A small handwritten mark or scribble in the bottom left corner of the page.

OCTAVA.- "LOS CONSULTORES" se obligan:

a) A prestar sus servicios a "LA SECRETARIA" de manera exclusiva, en lo relativo a los servicios objeto de este contrato. En particular, "LOS CONSULTORES" se obligan a notificar a "LA SECRETARIA" todo encargo por terceros que pudiera entrar en conflicto con sus obligaciones contraídas en este contrato y a no aceptar dichos encargos en caso de objeción por parte de "LA SECRETARIA".

b) A responder por todas las obligaciones derivadas de las relaciones de trabajo, respecto del personal que intervenga en la prestación de los servicios contratados, por lo que "LA SECRETARIA" no adquiere ninguna obligación al respecto.

c) Por el pago de los impuestos que cause la ejecución de los servicios contratados.

NOVENA.- "LOS CONSULTORES" podrán subcontratar con alguno de los despachos de abogados enumerados en el "ANEXO DOS" parte de los servicios objeto del presente contrato, pero sólo en relación con las áreas de especialidad específicamente señaladas en el "ANEXO DOS".

"LA SECRETARIA" podrá, en cualquier momento y a su entera discreción, eliminar del "ANEXO DOS" cualquiera de los despachos allí enumerados, bastando para ello que lo comunique por escrito a "LOS CONSULTORES". En caso de que existieren subcontratos en vigor con un despacho del "ANEXO DOS" que "LA SECRETARIA" ha determinado eliminar, "LOS CONSULTORES" deberán rescindir de inmediato tales subcontratos.

"LOS CONSULTORES" podrán realizar cambios en la lista de despachos de abogados contenidos en el "ANEXO DOS". En tales casos, "LOS CONSULTORES" deberán tan pronto como sea posible notificar por escrito a "LA SECRETARIA" los cambios realizados. "LA SECRETARIA" podrá rechazar los cambios en el "ANEXO DOS" introducidos por "LOS CONSULTORES".

"LOS CONSULTORES" destinarán la parte que sea necesaria de las mensualidades percibidas de conformidad con la cláusula CUARTA, para cubrir en su totalidad el costo de los servicios subcontratados de conformidad con esta cláusula. Los pagos hechos por "LOS CONSULTORES" para cubrir tales servicios se incluirán en la lista pormenorizada de gastos a que se refiere la cláusula QUINTA.

DECIMA.- Cualquiera de las partes podrá rescindir unilateralmente el contrato, bastando para ello comunicación por escrito a la otra parte con 60 días de anticipación.



DECIMA PRIMERA.- "LA SECRETARIA" podrá rescindir el presente contrato comunicando su decisión por escrito a "LOS CONSULTORES" si:

a) "LOS CONSULTORES" por causas que les sean imputables no ejecutan los servicios de acuerdo con las especificaciones descritas en el "ANEXO UNO" del presente contrato.

b) "LOS CONSULTORES" suspenden injustificadamente la prestación de sus servicios, o no les dan la debida atención por medio del personal competente.

c) "LOS CONSULTORES" proporcionan a terceros información confidencial materia de este contrato, sin autorización expresa de "LA SECRETARIA".

DECIMA SEGUNDA.- Si se da alguna de las primeras dos hipótesis previstas en la cláusula que antecede relativas a deficiencias en la prestación de los servicios, "LA SECRETARIA" requerirá por escrito a "LOS CONSULTORES" para que, dentro de un término de 30 días naturales, las corrijan. Si al final de dicho término, "LOS CONSULTORES" no cumplen satisfactoriamente con lo solicitado, "LA SECRETARIA" podrá ejercitar el derecho de rescisión del presente contrato, bastando para ello una comunicación por escrito a "LOS CONSULTORES".

Si se llegara a verificar la situación descrita en el inciso (c) de la cláusula DECIMA, "LA SECRETARIA" tendrá derecho a rescindir el contrato desde el momento en que tuviere conocimiento de la situación, debiendo tan sólo comunicar por escrito su decisión a "LOS CONSULTORES".

DECIMA TERCERA.- "LOS CONSULTORES" podrán rescindir el presente contrato si "LA SECRETARIA" altera de manera unilateral el calendario y/o monto de los pagos acordados. Sin embargo, para que puedan valerse de esta opción de rescisión, "LOS CONSULTORES" deberán primero buscar un arreglo amistoso con "LA SECRETARIA" mediante el cual se subsanen las irregularidades aducidas.

De no lograrse lo anterior dentro de un término de 30 días a partir de la notificación que por escrito efectúen "LOS CONSULTORES" manifestando su inconformidad, estos podrán ejercitar el derecho a rescindir este contrato, bastando para ello comunicación por escrito a "LA SECRETARIA".

DECIMA CUARTA.- El "ANEXO UNO" y el "ANEXO DOS" forman parte integrante de este contrato para todos los efectos legales.

DECIMA QUINTA.- Las partes convienen en designar sendos responsables para la coordinación de los servicios de este contrato.

DECIMA SEXTA.- Los términos y condiciones no previstas en este contrato serán decididos de común acuerdo entre las partes.



DECIMA SEPTIMA.- Sin perjuicio de lo dispuesto en las cláusulas anteriores, las partes harán su mejor esfuerzo por resolver amistosamente cualquier controversia respecto de la interpretación y cumplimiento de este contrato, dentro de un plazo de 30 días naturales contados a partir de que cualquiera de ellas manifieste por escrito a la otra el punto de controversia o incumplimiento.

Una vez transcurrido el plazo mencionado y de no existir conciliación, las partes se someten expresamente a la competencia de los Tribunales Federales de la Ciudad de México, Distrito Federal, con renuncia el fuero que por razón de su domicilio presente o futuro pudiera corresponderles.

Una vez leído el presente instrumento, y conocido su alcance y consecuencias legales, las partes manifiestan su conformidad con el contenido del mismo y lo firman en la Ciudad de México, Distrito Federal, el 10. de enero de 1993.

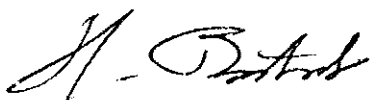
POR "LA SECRETARIA"
EL C. OFICIAL MAYOR


ANTONIO ARGÜELLES

POR "LOS CONSULTORES"


ROBERT HERZSTEIN

Responsable del Proyecto



HERMANN VON BERTRAB
ONTLC-WASHINGTON

Vo. Boj




JESUS FLORES
JEFE DE ASESORES
ONTLC MEXICO

REGISTRADO EN LA DIRECCION
GENERAL DE ASUNTOS JURIDICOS

BAJO EL No. 282/93 25-VI-93

EL DIRECTOR DE LEGISLACION
Y CONSULTA



ANEXO 1
PERSONAL DE SHEARMAN & STERLING
AUTORIZADO PARA PRESTAR LOS SERVICIOS PROFESIONALES
OBJETO DE ESTE CONTRATO

Name

ACKERMAN, Wendy E.
ARRIAGADA, Carmen
BAXTER, William F.
BECKER, Sthephan E.
BRANSILVER, Edward
BRENNAN, Matthew J.
CAMPANELLI, Jeanne M.
CAMPBELL, Jean
CARSWELL, Robert
CASTELLO, James
CENSKY, Stephen L.
CHOE, Catalina K.
CHOI, Joseph K.
CLARKE, Christopher
CUNEO, Donald L.
DIBIASE, Thomas A.
DYKE, Molly C.
EDDLEMAN, Linda H.
EPSTEIN, Anita
FINLAYSON, Grant E.
FREDERICK, David C.
GARNER, Katherine D.
GILLETT, William J.
GITTLEMAN, Charles S.
GOMEZ SANCHES, Luis
GRANT, Charles M.
HANLON, Michelle
HANSEN, Timothy B.
HANSON, Karen
HARCHIK, Adrienne L.
HAY, Robert N.
HERNANDEZ, Ruben
HERZSTEIN, Robert E.
HESS, Bradlee W.
HUNTER, Kristen
JACKSON, John
JEFFRIS, Natalie D.
JIAMPIETRO, Joseph
LASER, David M.
LEE, Paul L.
LEVINAS, Randi B.
MACCRINDLE, Robert A.
MARTIN, Thomas S.
MARZEN, Stephen J.
MONGONAGIL, Ruth

H. M.

W. M.

Name

MURPHY, Margaret
NEWBERG, Joshua A.
NEWCOMB, Danforth
NIXON, Bradford S.
ORTIZ MENA, Carlos
PARKHURST, David S.
POWAR, Sherri
PRINCE, Kenneth S.
SCHWARTZ, Edward B.
SHINE, Cathleen
SPRINGER, Gary
TARULLO, Daniel K.
VALERO, Emilio
WELD, Jonathan M.
WEINTRAUB, Lisa
WINTON, Jeffrey M.

J. P. ...

...

ANEXO 2
FIRMAS DE ABOGADOS Y AREAS DE ESPECIALIDAD
AUTORIZADAS PARA SUBCONTRATACION DE LOS SERVICIOS
OBJETO DE ESTE CONTRATO

FIRMAS DE ABOGADOS

Olson, Frank & Weeda

Covington & Burling

Bryan Cave & McPheeters

Freshfields

Jones & Co.

AREA DE ESPECIALIDAD
JURIDICA

Agricultura

Telcomunicaciones

Propiedad Intelectual

Arbitraje Internacional

(Government Relations
Research)

pen

A

W

CONVENIO COMPLEMENTARIO QUE CELEBRAN POR UNA PARTE EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL, EN LO SUCESIVO "LA SECRETARIA", REPRESENTADA POR EL LIC. ANTONIO ARGUELLES, EN SU CARACTER DE OFICIAL MAYOR DE LA DEPENDENCIA Y POR LA OTRA SHEARMAN & STERLING, EN LO SUCESIVO "LOS CONSULTORES" REPRESENTADO POR EL SR. ROBERT HERZSTEIN AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

"LAS PARTES" declaran:

a) Que con fecha 1 de enero de 1993 celebraron un contrato de prestación de servicios técnicos y profesionales el cual quedó registrado en la Dirección General de Asuntos Jurídicos de "LA SECRETARIA" bajo el número 282/93.

b) Que en dicho contrato se estipuló como importe anual de servicios a cubrir a "LOS CONSULTORES", la cantidad de 2'500,200 (DOS MILLONES QUINIENTOS MIL DOSCIENTOS DOLARES DE LOS ESTADOS UNIDOS), o su equivalente en moneda nacional, correspondiendo los pagos mensuales a la cantidad de 208,350 (DOSCIENTOS OCHO MIL TRESCIENTOS CINCUENTA DOLARES DE LOS ESTADOS UNIDOS), o su equivalente en moneda nacional.

c) Que ambas partes están conformes en que se pague a "LOS CONSULTORES" una cantidad adicional, toda vez que "LOS CONSULTORES" realizarán, además de los servicios establecidos, apoyo en las relaciones gubernamentales y con los medios de comunicación de la Oficina del TLC; proyectos políticos relacionados con la coordinación de la oficina del TLC; requerimientos urgentes del TLC; apoyo legal al proceso de aprobación del proyecto de Ley del TLC en el Congreso; apoyar al Gobierno Mexicano en su campaña de relaciones públicas en los estados y distritos de los Estados Unidos, a fin de establecer contacto con congresistas relevantes en relación con el TLC y su paso por la etapa legislativa en el Congreso.

CLAUSULAS

PRIMERA.- "LA SECRETARIA" reconocerá y cubrirá a "LOS CONSULTORES" en forma adicional por servicios detallados en las declaraciones a) y c) de este instrumento, la cantidad de 350,000.00 (TRESCIENTOS CINCUENTA MIL DOLARES DE LOS ESTADOS UNIDOS), o su equivalente en moneda nacional mismos que se cubrirán de la siguiente forma:

"LA SECRETARIA" se obliga a pagar a los "CONSULTORES" seis mensualidades de 58,333.00 (CINCUENTA Y OCHO MIL TRESCIENTOS TREINTA Y TRES DOLARES DE LOS ESTADOS UNIDOS), o su equivalente en moneda nacional, y será con cargo a la asignación presupuestal 0637-A.

0637-A

SEGUNDA.- La duración del presente convenio complementario será del 1o. de julio al 31 de diciembre de 1993.

TERCERA.- Las partes están conformes en aplicar a este acuerdo de voluntades, en lo conducente, todas y cada una de las estipulaciones contenidas en el contrato registrado bajo el número 282/93.

El presente convenio se suscribe en la ciudad de México, Distrito Federal el 1o. de julio de 1993.

POR "LA SECRETARIA"
EL OFICIAL MAYOR

C. ANTONIO ARGUELLES

POR "LOS CONSULTORES"

ROBERT HERZSTEIN

RESPONSABLE DEL PROYECTO

DR. HERMANN VON BERTRAB
JEFE DE LA ONTLC WASHINGTON

CONVENIO DE CONSULTORIA AL CONTRATO
DE FERIA *2º Enero 1993* REGISTRADO EN
EL REGISTRO GENERAL DE ASUNTOS
JURIDICOS DEL ILO *282/93*
EL FONDO NACIONAL DE RELACIONES LABORALES Y
ASUNTOS JURIDICOS SECTORIALES. *18-41-93*