

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .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, 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant APCO Worldwide Inc. 700 12th Street, NW, Suite 800 Washington, DC 20005	2. Registration No. 4561
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3. Name of foreign principal Mexico Tourism Board	4. Principal address of foreign principal 2829 16th Street NW Washington, DC 20009
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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 _____

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

- a) Branch or agency represented by the registrant.
Mexico Tourism Board
- b) Name and title of official with whom registrant deals.
Eduardo Chaillo, Director of Strategic Business Unit USA & Canada

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

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

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 N/A

b) Is this foreign principal N/A

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
4-24-09	Terry W. Judd, Vice President	

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. 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.

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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 APCO Worldwide Inc.	2. Registration No. 4561
3. Name of Foreign Principal Mexico Tourism Board	

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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.
The Registrant will conduct focus group research and provide media relations services to the foreign principal.

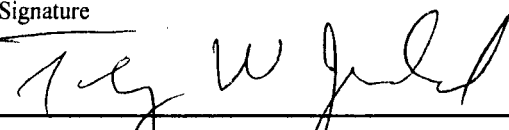
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will conduct focus group research and provide media relations services to the foreign principal.

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 assist the foreign principal in building on positive U.S. - Mexico relations.

Date of Exhibit B	Name and Title	Signature
4-24-09	Terry W. Judd, Vice President	

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.

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COMMISSION REGISTRATION UNIT

ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE INC.
AND
THE MEXICAN TOURISM BOARD

THIS ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of April 1, 2009 ("Effective Date"), by and between APCO Worldwide Inc., with offices located at 700 12th Street, NW, Washington, DC 20005 ("APCO") and the Mexican Tourism Board, with offices located at 2829 16th Street, NW, Washington, DC ("MTB"), sets forth the parties' understanding pursuant to which APCO shall be engaged by MTB.

I. SCOPE OF WORK

The scope of work of APCO's present assignment is set out in Annex 1 (the "Services"). Annex 1 is by this reference incorporated in and made part of this Agreement. Should the Services as described in Annex 1 change in any material way, an adjustment to APCO's fees and promised delivery dates may be required. APCO undertakes to advise MTB promptly should any such adjustment be necessary and to negotiate with MTB in good faith to arrive at a mutually acceptable revision to the Agreement. MTB may request additional services from APCO from time to time, and the parties shall specify such additional services and the applicable payment terms for such services in a written amendment to this Agreement signed by an authorized representative of each party.

II. STAFFING

The following key APCO staff members shall be assigned to assist in the performance of the Services:

Staff Member	Title and/or Function
Charles Krause	senior vice president and project manager
Don Bonker	executive vice president
Maggie Fitzpatrick	senior vice president
Jonathan Winer	senior vice president
Peter Hannaford	senior counsellor
Carol Berman	senior media adviser
Shelby Coffey	senior media adviser
Mark Benson	president, APCO Insight
Bill Dalbec	senior vice president, APCO Insight
Maureen Dempsey	senior associate
Evan Kraus	senior vice president & director, APCO Online
Matt Bostrom	vice president, APCO Online

Nelson Fernandez	managing director, APCO New York
Michael Valdes-Fauli	senior outreach adviser
Jeffrey Berger	outreach adviser

Should any of the above-listed persons be unable to perform the Services, APCO may substitute another similarly qualified staff member. APCO may, from time to time and in its discretion, augment the above-described staff as needed to perform the Services.

Neither party may assign, sub-license or sub-contract the Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Such assignment shall not affect the liability of APCO to fulfill its obligations under the Agreement.

III. FEES AND DISBURSEMENTS

APCO shall provide the Services for a fixed fee of US\$1,400,000 to be paid by MTB in monthly instalments as set forth in Annex 2.

In addition, MTB shall reimburse APCO for other actual, reasonable out-of-pocket expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, expenses for Consultants, delivery services, external duplications and printing, special periodicals or other materials, media, advertising placement, production of collateral, filing fees, pay-for-use databases and substantial travel, parking and meal expenses. APCO shall submit monthly invoices to MTB for OOPs after such OOPs have been incurred.

All invoices submitted by APCO to MTB shall be due and payable upon receipt to the following account (or such other account as APCO may request in writing):

APCO Worldwide
 Citibank F.S.B.
 1400 G Street, Washington, DC 20005
 Account#
 Swift Code CITI US
 ABA#

APCO reserves the right to impose an interest charge equal to eighteen percent (18%) per annum in respect of any invoice which is outstanding for more than thirty (30) days.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall terminate on March 31, 2010 ("Termination Date"); provided however, that either party shall have the right to terminate this Agreement in advance of the Termination Date, but only upon the giving of 90 days' prior written notice to the other party. In the event that this Agreement is so terminated in advance of its scheduled completion, MTB shall pay to APCO, upon receipt of an invoice, any and all proper charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement up to the time of its termination and shall indemnify APCO as provided in Section V.A. below.

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with APCO, MTB shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under this Agreement, and, in such event, APCO shall immediately take proper steps to carry out such instructions. However, in such an event MTB shall: (i) assume APCO's liability for commitments made to Consultants in respect of such work; (ii) pay APCO, in accordance with the terms and provisions of this Agreement, any and all proper charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification; and (iii) indemnify APCO for all claims and/or actions by third parties for damages in consequence of APCO's carrying out MTB's instructions, except for claims or actions that result from APCO's negligence or wilful misconduct.

B. Confidentiality

APCO shall maintain in confidence all information and data relating to MTB, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to APCO by or on behalf of MTB (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from MTB, or any of its affiliated companies, or created in the course of this Agreement.

APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without MTB's prior written consent, disclose such information to any third-party nor use it for any other purpose. APCO shall only disclose such information to such officers, employees and agents as need to know it to fulfill its obligations under this Agreement.

The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information:

- (i) was at the time of receipt already in APCO's possession;
- (ii) is, or becomes in the future, public knowledge through no fault or omission of APCO;
- (iii) was received from a third-party having the right to disclose it; or

(iv) is required to be disclosed by law.

C. Non-Solicitation

Until the first anniversary of the termination of this Agreement, MTB shall not, without APCO's prior written consent, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent director of APCO. MTB acknowledges that the specialized nature of APCO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, MTB acknowledges and agrees that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of MTB's obligations hereunder.

D. Limitation of Liability

In no event shall APCO be liable for loss or damage of any kind whatsoever resulting, directly or indirectly, from an act of terrorism or political, religious, civil or economic strife beyond APCO's control, even if APCO had knowledge of the possibility of such an act and regardless of the form of action.

E. Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF NEW YORK) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. MTB SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE DISTRICT OF COLUMBIA, AND ANY OTHER JURISDICTION WHERE IT OR ANY OF ITS PROPERTY MAY BE FOUND, AND MTB HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

F. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between MTB and APCO arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice

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in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable retired judge or JAMS for mediation. The mediation shall take place in Washington, D.C.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, MTB shall pay all costs of collection, including, but not limited to, APCO's legal fees and costs should APCO prevail.

G. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

H. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

I. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax or courier or by overnight mail

delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

J. Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument.

K. Continuing Obligations

Except as otherwise specified in this Agreement, the obligations of this Agreement shall continue notwithstanding the termination of the Agreement.

L. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE INC.

MEXICO TOURISM BOARD

Signed: 

Signed: 

By: Neal Cohen

By: Eduardo Chaillo Ortiz

Title: CEO, North America, Dir. Worldwide Operations

Title: Director of the MTB in Washington, DC



ANNEX 1

Research	
Task	Total Cost
Focus Groups (8)	\$80,000
Telephone Survey (1000 interviews) – general public	\$70,000
Interviews (20) – political elites	\$40,000
Survey (150 interviews) – political elites	\$70,000
Total	\$260,000
Media Relations	
Task	Total Cost
Internal Support	\$330,000
Proactive Outreach Efforts	\$400,000
Rapid response media relations	\$250,000
Total	\$980,000
General Project Coordination	
Task	Total Cost
MTB Coordination/Project Management/Strategic Advisors	\$160,000
Total	\$160,000
Project Total	\$1,400,000

Key Deliverables:

The Services shall include the following key deliverables to be provided by APCO:

1. Conduct, evaluate and report on the quantitative and qualitative research as described in APCO's Communication Proposal dated as of February 25, 2009 (the "Proposal").
2. Participate in meetings on a weekly basis, or as often as required, with the Ambassador or his designees in Washington and/or government communications officials in Mexico.
3. Undertake all media outreach and internal and external report activities described in the Proposal as deemed appropriate and necessary by the Ambassador, government officials in Mexico, or their designees.
4. Travel to Mexico as required to coordinate media relations and to provide strategic counsel and/or implement other communications programs or functions.

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5. Meet and coordinate with other communications, public relations and advertising agencies engaged by the Government of Mexico or its ministries as deemed appropriate by the Ambassador, officials in Mexico City, or their designees.

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ANNEX 2

TOTAL				
Apr-09	130,000	81,667	13,333	225,000
May-09	130,000	81,667	13,333	225,000
Jun-09		81,667	13,333	95,000
Jul-09		81,667	13,333	95,000
Aug-09		81,667	13,333	95,000
Sep-09		81,667	13,333	95,000
Oct-09		81,667	13,333	95,000
Nov-09		81,667	13,333	95,000
Dec-09		81,667	13,333	95,000
Jan-10		81,667	13,333	95,000
Feb-10		81,667	13,333	95,000
Mar-10		81,663	13,333	94,996
TOTAL				

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