

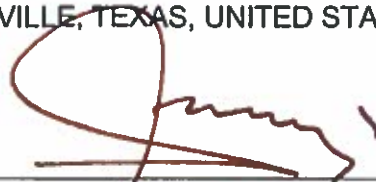
**ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE OF MEXICO IN BROWNSVILLE, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL JUAN CARLOS CUE VEGA, HEREINAFTER "THE CONSULATE" AND THE NON GOVERNMENTAL ORGANIZATION PROYECTO JUAN DIEGO, INC., A TEXAS NON PROFIT CORPORATION DULY REPRESENTED BY SISTER PHYLIS PETERS, HEREINAFTER "THE NGO".**

This addendum modifies the contractual agreement for professional services between the aforementioned parties, which was signed on December 20, 2017.


**CLAUSES**


- a) The parties agree to extend the term of the contract for three months, in the period comprehended between January 1 to March 31, 2018.
- b) The parties agree that the CLAUSES on the contractual agreement for professional services which was signed on December 20, 2017, remain valid and apply to the present Addendum.
- c) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its Consulate in Brownsville, Texas, United States of America are entitled to under International Law, international treaties between the United Mexican States and the United States of America and/or its domestic laws.

BASED ON ALL OF THE ABOVE, THIS ADDENDUM IS HEREBY LEGALLY AND DULY EXECUTED BY THE UNITED MEXICAN STATES BY ITS CONSULATE IN BROWNSVILLE, TEXAS, UNITED STATES OF AMERICA, AND THE NGO, ON DECEMBER 21, 2017, IN BROWNSVILLE, TEXAS, UNITED STATES OF AMERICA.

  
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**THE CONSULATE  
JUAN CARLOS CUE VEGA**

  
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**WITNESS  
VANESSA ORTEGA DE LA PARRA**

  
\_\_\_\_\_  
**THE NGO  
SISTER PHYLIS PETERS**

  
\_\_\_\_\_  
**WITNESS  
BERTHA ALONSO**



**CONSULADO DE MÉXICO  
BROWNSVILLE TEXAS**  
\_\_\_\_\_  
**SEAL OF THE  
CONSULAR REPRESENTATION**

**AGREEMENT ON SERVICES MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS CONSULATE IN BROWNSVILLE, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL JUAN CARLOS CUE VEGA, HEREINAFTER "THE CONSULATE" AND THE NON GOVERNMENTAL ORGANIZATION PROYECTO JUAN DIEGO, INC., A TEXAS NONPROFIT CORPORATION DULY REPRESENTED BY SISTER PHYLIS PETERS, HEREINAFTER "THE NGO", PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:**

**THE CONSULATE DECLARES THAT:**

It is a consular representation of the United Mexican States, in terms of article 1, paragraph a), of the Vienna Convention on Consular Relations.

That within its functions, are those of assisting and providing specialized legal advice, and whenever necessary, legal representation to Mexican nationals residing within its jurisdiction.

That its address is in 301 Mexico Boulevard Suite F-2, Brownsville, Texas, 78520 with telephone number (956) 542- 2051 and e-mail [conbrownsville@sre.gob.mx](mailto:conbrownsville@sre.gob.mx)

**THE NGO DECLARES:**

That Proyecto Juan Diego, Inc. is incorporated under the laws of the State of Texas since June the 1<sup>st</sup>, 2003.

That THE NGO is a tax-exempt organization that provides charitable services in and around Brownsville, Texas;

That has its legal residence in 2216 Eduardo, Brownsville, Texas 78526 with telephone number (956) 542 2488 end email: [phylis.peters@proyecto-jd.org](mailto:phylis.peters@proyecto-jd.org)

That Sister Phylis Peters is authorized to enter and execute contracts in the name and representation of THE NGO.

That agrees to organize "Naturalization" workshops to Mexican nationals in Brownsville, Texas.

**CLAUSES**

**FIRST:** THE NGO will carry out the following: organization of "Naturalization" workshops in Spanish for Mexican nationals (the "Applicants").

"Naturalization workshops" means public events in which THE NGO provides information to Mexican nationals regarding their legal options to become naturalized citizens of the US.

The said Naturalization workshops will consist of at least two sessions: the first one to provide information on the requirements for naturalization and screen for naturalization and possible exemption or reduction of the United States Citizenship and Immigration Services (USCIS) fees, and the second one to review documentation, supervised the filled out forms and prepare the packets for its mailing to USCIS.

**SECOND:** THE NGO will provide to THE CONSULATE a description of the number of workshops that it plans to offer to Mexican nationals each month during the time this agreement is in force, and THE CONSULATE will have the right to approve it.

Services shall be rendered in the main place of business of the THE NGO, THE CONSULATE or in a mutually agreed venue.

No services shall be rendered in venues where political activism is routinely carried out.

Any political speech or activity of any kind performed or promoted by THE NGO while providing the services defined herewith or providing services in a venue not previously agreed with THE CONSULATE will be considered a material breach of this Agreement and cause for immediate termination of the Agreement without liability.

Termination under this clause will be notified by THE CONSULATE to THE NGO within 5 days of learning of the breach. Once notified, THE NGO will proceed as stated in the FOURTEENTH clause.

**THIRD:** THE NGO formally commits to render its services with due diligence.

**FOURTH:** If as a result of the Naturalization workshops THE NGO identifies Applicants who are eligible to file for naturalization under US immigration laws, THE NGO commits to provide assistance to fill out all of the necessary forms to that effect.

**FIFTH:** THE NGO establishes the amount of \$3,000.<sup>00</sup> (*three thousand*) dollars for the organization of fifteen (15) Naturalization workshop to Mexican nationals at \$200 (*two hundred*) dollars each.

In addition, THE NGO establishes the amount of \$60.00 dollars (*sixty*) per person to assist with filling out the necessary forms to become a naturalized citizen of the United States, up to \$3,000.00 (*three thousand*) dollars.

The amount established for the purposes of this Agreement is up to \$6,000.00 (*six thousand*) dollars, divided in half as described in the previous paragraphs of this clause.

Services will include expenses related to office supplies, printing and copying, payment to the personnel of THE NGO, costs of transportation and other related to the organization of the workshops and the filling of the necessary documents to apply for naturalization.

Application fees payable to USCIS and postage costs shall be the sole responsibility of the participants.

**SIXTH:** THE NGO formally commits to maintain the fees described in clause FIFTH for the time this Agreement is in force.

**SEVENTH:** THE CONSULATE agrees to pay to THE NGO, within the first 5 days of every month the amount of fees corresponding to the number of workshops organized and the number of persons assisted to fill the proper documentation to apply for naturalization in the specific month.

THE CONSULATE agrees to pay to THE NGO, the fees provided in clause FIFTH, five business days after receiving the corresponding bill and proof of completion of forms to become a naturalized citizen of the US.

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THE CONSULATE will make a first payment to THE NGO within the first 5 (five) days of signing this agreement, in the amount THE CONSULATE considers necessary for THE NGO to make all the logistic arrangements necessary to perform the Services described herein. The rest of the resources will be paid to THE NGO in successive payments in the period and amounts described above.

**EIGHTH:** THE NGO will not be able to bill fees and or costs, other than those authorized in this Agreement.

**NINTH:** THE NGO shall request each Applicant (or parent of such Applicant if the Applicant claims to be under the age of eighteen (18) to sign a "release of information" form written in Spanish, which will permit THE NGO to share the following information with THE CONSULATE:

1) The Applicant's full name, 2) A copy of proof of the Applicant's Mexican nationality, (for example: Mexican passport, Mexican Consular ID – matricula consular-; Mexican birth certificate; or other document that proves the nationality of the person), 3) Applicant's gender (male/female), 4) Applicant's age, 5) date and places (city and state) when the "Naturalization" workshop took place. If the Applicant does not have a copy of the Applicant's birth certificate, the NGO shall have no obligation to pay any fee or cost that would enable the Applicant to receive a copy of the Applicant's birth certificate.

THE NGO shall provide every month a report to THE CONSULATE providing the above information. Additionally, THE NGO will keep a data base containing the information of every person who attended every workshop coordinated by it pursuant to this Agreement.

In order for the Applicant to attend THE NGO's Naturalization workshops and receive any other services pursuant to this Agreement, THE NGO shall ask the Applicant to sign two documents. The first document shall be a release, which shall release THE NGO from, and waive any claims against THE NGO for, any mistakes or omissions THE NGO makes in advising or assisting the Applicant pursuant to this Agreement. The second document (as described above) shall release THE NGO from any liability in sharing information from the Applicant, including a copy of the Applicant's birth certificate, with the Consulate.

THE NGO may refuse to provide services to any Applicant who does not sign both releases and provide the required information, including a copy of proof of the Applicant's Mexican nationality.

**TENTH:** THE NGO will provide the report mentioned on the previous clause to THE CONSULATE, on the first five working days of the month and will provide a final report at the expiration of the contract.

**ELEVENTH:** THE NGO will not subcontract or assign its rights under this Agreement to a third party unless previously agreed in writing by THE CONSULATE. Employees of THE NGO will not be considered under any circumstances agents of THE CONSULATE and cannot act on behalf of THE CONSULATE or its employees.

**TWELFTH:** Each Party will notify the other, within five (5) working days, of any change in address, telephone number, or e-mail.

**THIRTEENTH:** In case that THE NGO fails to submit to THE CONSULATE in a timely manner according to the dates established by the TENTH clause, the report mentioned in clause

TENTH, or repeatedly presents them untimely, THE CONSULATE will be able to suspend the organization of workshops or terminate this Agreement.

**FOURTEENTH:** Either Party may terminate this Agreement with or without cause on at least thirty (30) days prior notice to the other party.

**FIFTEENTH:** In the event of termination of this Agreement under the terms of the previous clause, THE NGO is obliged to present in no more than thirty (30) working days a final detailed report of the cases, whether pending or concluded.

**SIXTEENTH:** If the total amount of monetary funds were not spent during the validity of this Agreement, THE NGO will return the balance of such funds to THE CONSULATE, in no more than fifty (50) working days following the termination of this Agreement.

**SEVENTEENTH:** Both parties agree that no fees and/or expenses will be paid or billed for services rendered by THE NGO after December 31<sup>st</sup>, 2017.

**EIGHTEENTH:** Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and/or its CONSULATE in Brownsville, Texas, United States of America, are entitled to under International Law, international treaties between the United Mexican States and the United States of America and/or its domestic laws.

**NINETEENTH:** The Parties recognize and accept that no provision of this Agreement, or its actions, will cause THE CONSULATE, its officials and employees, or any agency or entity of the United Mexican States Government and its officials, to be deemed responsible in any way for the services rendered by THE NGO.

**TWENTIETH:** The Parties shall try to resolve, through good faith negotiations, any dispute or difference of opinion with respect to this Agreement.

**TWENTY-FIRST:** The parties will be subject to Federal Court Jurisdiction in the State of Texas in the event of disputes or differences that have not been resolved through good faith negotiations after thirty (30) working days.

**TWENTY-SECOND:** THE CONSULATE shall hold THE NGO harmless for any and all mistakes or acts of omission or commission in providing the services. Furthermore, the Parties acknowledge and agree that THE NGO shall not be responsible for the failure of any Applicant to be granted United States citizenship, a green card, naturalization or other status that would permit the Applicant to be a resident, temporary or permanent, of the United States.

**TWENTY-THIRD:** This Agreement will be governed by and interpreted under the principles of the federal laws of the United States of America and by the laws of the State of Texas, without regard to choice of law rules.

**TWENTY-FOURTH:** This Agreement may be amended only by an amendment in writing signed by both Parties.

**TWENTY-FIFTH:** This Agreement sets forth the entire agreement between the parties respecting the subject matter hereof.

**TWENTY-SIXTH:** This Agreement may not be assigned except pursuant to a writing signed by both parties.

**TWENTY-SEVENTH:** This Agreement may be executed in three counterparts, each of which will be considered an original and which together shall constitute one and the same instrument. Signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including without limitation the execution and enforcement of this Agreement.

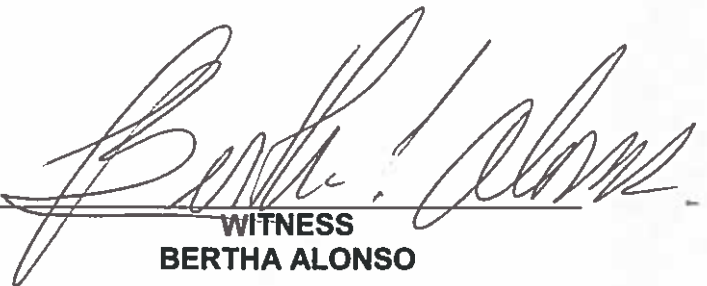
**TWENTY-EIGHTH:** This Agreement will enter into force on December 20<sup>th</sup>, 2017 and will deemed terminated on December 31<sup>st</sup>, 2017.

**TWENTY-NINTH:** This contract is signed in English.

  
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**THE CONSULATE  
JUAN CARLOS CUE VEGA**

  
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**THE NGO  
SISTER PHYLLIS PETERS**

  
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**WITNESS  
VANESSA ORTEGA DE LA PARRA**

  
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