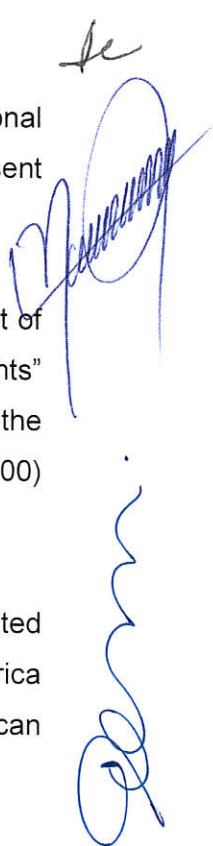


**ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE OF MEXICO IN KANSAS CITY, MISSOURI, UNITED STATES OF AMERICA, DULY REPRESENTED BY ALFONSO NAVARRO-BERNACHI, HEAD CONSUL, HEREINAFTER "THE CONSULATE", AND THE NON GOVERNMENTAL ORGANIZATION EL CENTRO, INC., HEREINAFTER "THE NGO"**


This Addendum modifies the contractual agreement for professional services between the aforementioned parties, which was signed on July 14<sup>th</sup>, 2017.

**CLAUSES**

- a) The parties agree to extend the term of the contract to organize "Know Your Rights" workshops for three months, in the period comprehended between January 1<sup>st</sup> to March 31<sup>st</sup>, 2018.
- b) The parties agree that the CLAUSES on the contractual agreement for professional services which was signed on July 14<sup>th</sup>, 2017, remain valid and apply to the present Addendum.
- c) The parties agree that THE CONSULATE will pay to THE NGO an additional amount of \$200.00 (two hundred 00/100) dollars for the organization of 1 (one) "Know Your Rights" workshop to Mexican nationals in the State of Kansas, United States of America, in the period of January 1<sup>st</sup> to March 31<sup>st</sup>, 2018, with a cost of \$200.00 (two hundred 00/100) dollars.
- d) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its Consulate in Kansas City, Missouri, 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 THE CONSULATE OF MEXICO IN KANSAS CITY, MISSOURI, UNITED STATES OF AMERICA AND THE NGO, ON DECEMBER 15<sup>th</sup> 2017, IN KANSAS CITY, MISSOURI, UNITED STATES OF AMERICA.



CONSUL OF MEXICO  
ALFONSO NAVARRO-BERNACHI

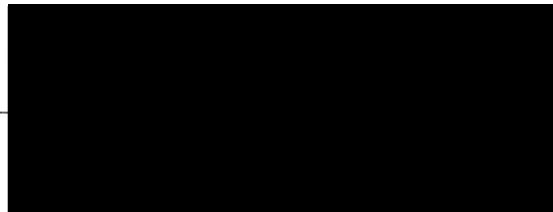


PRESIDENT AND CEO OF EL CENTRO, INC.  
IRENE CAUDILLO

WITNESS



CONSUL FOR CONSULAR PROTECTION  
AND LEGAL AFFAIRS  
DESIRÉE COLOMÉ MENÉNDEZ



CONSULADO DE MEXICO  
KANSAS CITY, MO

**AGREEMENT ON PROFESSIONAL SERVICES MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS CONSULATE IN KANSAS CITY, MISSOURI, UNITED STATES OF AMERICA, DULY REPRESENTED BY ALFONSO NAVARRO-BERNACHI, HEAD CONSUL, HEREINAFTER "THE CONSULATE" AND THE NON GOVERNMENTAL ORGANIZATION EL CENTRO, INC. "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 1617 Baltimore Avenue, Kansas City, Missouri 64108, with telephone number (816) 556-0800 and e-mail [conkansas@sre.gob.mx](mailto:conkansas@sre.gob.mx).

**THE NGO DECLARES:**

That El Centro, Inc. is incorporated under the laws of the State of Kansas since June 25, 1982 as stated in the document provided in annex I.

That has its legal residence in 650 Minnesota Avenue, Kansas City, Kansas 66101, with telephone number (913) 677-0100 and e-mail [cfernandez@elcentroinc.com](mailto:cfernandez@elcentroinc.com)

That Irene Caudillo, is authorized to enter and execute contracts in the name and representation of THE NGO.

That agrees to execute this Agreement to render its professional services organizing "Know your Rights" workshops to Mexican nationals.

**CLAUSES**

**FIRST:** THE NGO will render its professional services to carry out the following: organization of "Know your Rights" workshops in Spanish for Mexican nationals.

"Know your rights" workshops means public events in which THE NGO provides information to Mexican nationals regarding their rights afforded by federal, state and local laws.

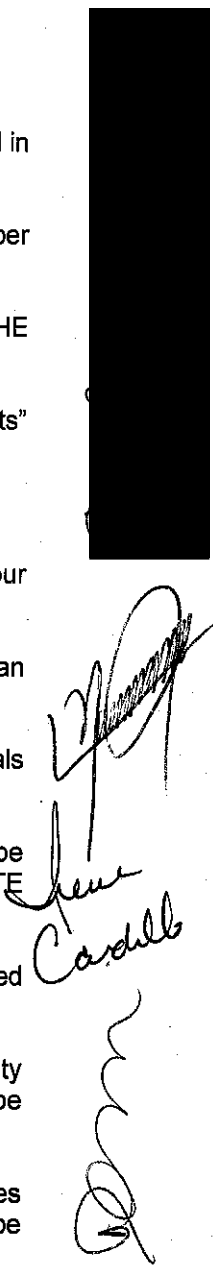
**SECOND:** THE NGO formally commits to render its professional services exclusively to Mexican nationals and solely for the purpose and activities stated in this agreement.

THE NGO will provide to THE CONSULATE a program describing the number of workshops that will be offered 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 CONSULATE or in a mutually agreed venue.

No services shall be rendered in venues where political activism is routinely carried out. No political activity of any kind, including but not limited to: voter registration, party affiliation or campaign advertising shall be promoted in the vicinity of such venue.

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

A large black rectangular redaction covers the right side of the page. Below it, there are several handwritten signatures in black ink. One signature is clearly legible as 'Irene Caudillo'.

Los datos personales están clasificados como confidenciales de conformidad con la Resolución CTA-04/2019/SIPOP del 5 de agosto de 2019.

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 (five) days of learning of the breach. Once notified, THE NGO will proceed as stated in the SIXTEENTH clause.

**THIRD:** THE NGO formally commits to acquire malpractice insurance coverage, and to provide a copy of said coverage to THE CONSULATE, to ensure performance of its duties.

When services are rendered in venues outside their main place of business THE NGO agrees to maintain liability insurance to cover for all personal loss and injuries that may occur during or as a direct result of its services. THE NGO agrees to hold harmless and indemnify THE CONSULATE of any action in law or equity arising out of such occurrences.

**FOURTH:** THE NGO formally commits to provide in no more than 10 (ten) calendar days after the expiration date of its malpractice insurance, a copy of its coverage renewal, given that the expiration date occurs within the period established in clause TWENTY-SIXTH (duration of the agreement).

**FIFTH:** THE NGO formally commits to inform THE CONSULATE whenever there is a disciplinary hearing pending against it.

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

**SEVENTH:** THE NGO establishes the amount of \$1,200.00 (one thousand and two hundred 00/100) dollars for the organization of 6 (six) "Know your Rights" workshops to Mexican nationals in the State of Kansas, with a cost of \$200.00 (two hundred 00/100) dollars each. The events will be organized in the dates and locations indicated in the program mentioned in clause SECOND.

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

**EIGHTH:** THE NGO formally commits to maintain the above-established fee(s) for the time this Agreement is in force.

**NINTH:** THE CONSULATE agrees to pay to THE NGO, the fees provided in clause SEVENTH, as follows: a first payment of \$ 600.00 (six hundred 00/100) dollars that will be paid as indicated in paragraph second of this clause. The rest of resources will be paid in two payments: a first payment of \$300.00 (three hundred 00/100) dollars to be made on September 15, 2017; and a second payment of \$300.00 (three hundred 00/100) dollars to be made on October 13, 2017.

THE CONSULATE will make a first payment to THE ONG, 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 activities object of this agreement. The rest of the resources will be paid to THE NGO in successive payments in the period and amount accorded by both parties

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

**ELEVENTH:** THE NGO will be required to provide a list of attendance to THE CONSULATE that includes the following information:

- 1) full name of the person, 2) state of origin (in Mexico) 3) gender of the interested person (male / female), 4) age of the person, 5) date when the "Know you rights" workshop took place, and 6) place (city and state) where the "Know you rights" workshop took place.



*[Handwritten signatures and initials]*

Additionally, THE NGO will keep a database containing the information of every person who attended every workshop coordinated by it.

**TWELFTH:** THE NGO will provide the report mentioned on the previous clause to THE CONSULATE, on the first 5 (five) working days of the month and will provide a final report at the expiration of the contract.

**THIRTEENTH:** 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.

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

**FIFTEENTH:** : In case that THE NGO fails to submit to THE CONSULATE in a timely manner according to the dates established by the TWELFTH clause, the report mentioned in clause ELEVENTH, or repeatedly presents them untimely, THE CONSULATE will be able to suspend the organization of workshops or terminate this Agreement.

**SIXTEENTH:** The Parties will be able to terminate this Agreement at any time, without incurring in any responsibility, with a written notification of at least 30 (thirty) working days in advance. When such notification expires, this Agreement, as well as any provisions and responsibilities pertaining to it, will be automatically extinguished.

**SEVENTEENTH:** 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 30 (thirty) working days a final detailed report of the assigned cases, whether pending or concluded.

**EIGHTEENTH:** 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 50 (fifty) working days.

**NINETEENTH:** 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.

**TWENTIETH:** Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and/or its Consulate in Kansas City, Missouri, 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.

**TWENTY- FIRST:** 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.

**TWENTY- SECOND:** THE NGO commits to defend, compensate, and relieve of responsibility to THE CONSULATE, its officials and employees, as well as any agency or entity of the United Mexican States Government and its officials, of any action, claim or suit, including costs and attorney fees, resulting of, or that allegedly resulted of, directly or indirectly, from the services rendered by THE NGO.

**TWENTY- THIRD:** The Parties will procure to resolve, through good faith negotiations, any dispute or difference derived from the interpretation or fulfillment of this Agreement, as well as any other related to it.

**TWENTY- FOURTH:** The Parties will be subject to Federal Court jurisdiction in the State of Missouri in the event of unresolved disputes or differences through good faith negotiations after 30 (thirty) working days to the corresponding notification.

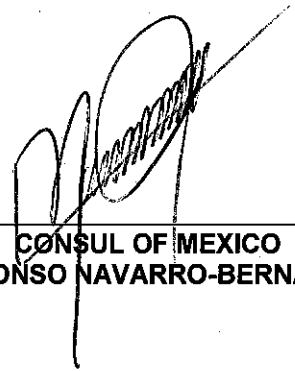
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Los datos personales están clasificados como confidenciales de conformidad con la Resolución CTA-04/2019/SIPOT del 5 de agosto de 2019.

**TWENTY- FIFTH:** This Agreement will be governed by the federal laws of the United States of America whenever applicable. If not possible, it will be governed by the laws of the State of Missouri.

**TWENTY- SIXTH:** This Agreement is hereby signed on July 14<sup>th</sup>, 2017, will enter into force on July 17<sup>th</sup>, 2017 and will deemed terminated on December 31<sup>st</sup>, 2017.

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



CONSUL OF MEXICO  
ALFONSO NAVARRO-BERNACHI



PRESIDENT AND CEO OF  
EL CENTRO, INC.  
IRENE CAUDILLO

WITNESS



CONSUL FOR CONSULAR PROTECTION  
AND LEGAL AFFAIRS  
DESIRÉE COLOMÉ MENÉNDEZ



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