

ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE GENERAL OF MEXICO IN AUSTIN, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL GENERAL CARLOS GONZÁLEZ GUTIÉRREZ, HEREINAFTER "THE CONSULATE", AND THE NON GOVERNMENTAL ORGANIZATION CASA MARIANELLA HEREINAFTER "THE NGO".

This addendum modifies the contractual agreement for professional services to provide immigration screening consultations in Spanish to Mexican nationals, signed between the aforementioned parties on August 7, 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 August 7, 2017, remain valid and apply to the present Addendum.
- c) The parties agree that the Consulate General will pay to THE NGO, an additional \$1,999.80 US dollars (two thousand 00/100 US dollars) for the provision of 44 (forty-four) immigration screening services to Mexican nationals in the period of January 1 to March 31, 2018, with a cost of \$45.45 (forty-five 45/100 US Dollars) each.
- d) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its CONSULATE GENERAL IN AUSTIN, 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 GENERAL IN AUSTIN, AND THE LAW FIRM, ON DECEMBER 22, 2017 IN AUSTIN, TEXAS, UNITED STATES OF AMERICA.

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**THE CONSULATE
CARLOS GONZÁLEZ GUTIÉRREZ
CONSUL GENERAL**

**THE NGO
JENNIFER LONG
EXECUTIVE DIRECTOR**

**WITNESS
MARIANA POSADA LOMBANA**

**WITNESS
BLANCA G. GAVINO ARVIZU**



**CONSULADO GENERAL DE MEXICO
AUSTIN, TEXAS**

**SEAL OF THE
CONSULAR REPRESENTATION**

AGREEMENT ON PROFESSIONAL SERVICES MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS CONSULATE GENERAL OF MEXICO IN AUSTIN, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CARLOS GONZÁLEZ GUTIÉRREZ, CONSUL GENERAL, HEREINAFTER "THE CONSULATE" AND THE NON GOVERNMENTAL ORGANIZATION CASA MARIANELLA, 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 410 Baylor St, Austin, Texas, 78703, with telephone number 512-478-2866 and e-mail conaustin@sre.gob.mx.

THE NGO DECLARES:

That Casa Marianella is incorporated under the laws of the State of Texas since September 1985, as stated in the document provided in annex I.

That has its legal residence in 821 Gunter St. Austin, Texas 78702, with telephone number 512-385-5571 and e-mail eharriger@casamarianella.org.

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

That THE NGO agrees to execute this Agreement to render its professional services providing immigration screenings to Mexican nationals.

CLAUSES

FIRST: THE NGO will render its professional services in providing immigration screening consultations in Spanish to Mexican nationals. The professional will conduct a comprehensive evaluation about every case, which will include a review of the facts, will make a legal assessment, and give advice regarding the benefit or relief available in any particular case.

The said immigration screenings will include a written opinion document with the results of the interview to the Mexican national that specify whether or not a possible relief option was identified.

SECOND: THE NGO formally commits to rendering its services for the purposes and activities defined in the FIRST clause.

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

No services shall be rendered in venues where political activism is routinely being 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 the provision of services in a venue not previously agreed with THE CONSULATE will be considered a material breach of this agreement and cause for immediate termination 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 TWENTY-THIRD 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.

FOURTH: THE NGO formally commits to provide in no more than ten (10) 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 THIRTY-THIRD (duration of the agreement).

FIFTH: Over the term of this Agreement, 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 CONSULATE will be able to refer cases of Mexican nationals to THE NGO, through a written notification, at any time within the period established in clause THIRTY-THIRD (duration of the agreement), for the purpose of receiving the services agreed under this contract, even if the Mexican nationals did not attend or were not present at any of the immigration screening service events organized by THE LAWYER/ THE LAW FIRM/ THE NGO.

EIGHTH: THE CONSULATE will provide THE NGO the information corresponding to the attention of the referred cases.

NINTH: In cases THE CONSULATE deems necessary, THE NGO will provide to THE CONSULATE guidance regarding any case assigned, with the purpose of proper understanding of the cases and their status. Consent will be obtained from the Mexican national to share this information, by way of a signed release.

TENTH: THE NGO will provide a written notification to THE CONSULATE for every evaluated case that THE NGO considers it qualifies for an immigration relief that requires an external or an additional legal representation, not covered by the services established under this agreement. The notification mentioned in this clause shall not represent under any circumstance a fee or cost, other than those authorized in the FIFTEENTH clause, and will only serve the purpose to acknowledge that an evaluated case needs further legal representation to be successfully concluded. Consent will be obtained from the Mexican national to share this information, by way of a signed release.

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ELEVENTH: THE NGO and THE CONSULATE will handle with strict confidentiality all information regarding the cases assigned, and except when authorized in writing by THE CONSULATE, the disclosure of the cases to the media is strictly forbidden.

TWELFTH: Regardless of the expiration or termination of this Agreement, THE NGO and THE CONSULATE recognize and accept that confidentiality provisions will be indefinitely binding.

THIRTEENTH: THE NGO establishes the amount of \$10,000.00 USD (Ten thousand 00/100 US dollars) for the provision of 220 (two hundred and twenty) immigration screening services to Mexican nationals, with a cost of \$45.45 USD (Forty-five 45/100 US dollars) each.

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

FIFTEENTH: THE CONSULATE agrees to pay to THE NGO, the fees provided in clause THIRTEEN, five business days after receiving the corresponding bill. The total amount will be paid in two consecutive installments of \$5,000.00 USD (Five thousand 00/100 US dollars) each, as follows: the first payment will be made as indicated in paragraph second of this clause. For the second payment, THE NGO will send the bill to THE CONSULATE within the first 5 (five) business days of October 2017, respectively.

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 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

SIXTEENTH: Under this agreement, THE NGO will not be able to bill fees and or costs, other than those authorized in the FIFTEENTH clause.

SEVENTEENTH: The parties agree that any additional fees and/or cost and/or expenses billed by THE NGO, which exceed the amount established by the FIFTEENTH clause, will not be paid under any circumstance, by THE CONSULATE or the United Mexican States Government.

EIGHTEENTH: THE LAWYER/ THE LAW FIRM/ THE NGO will require the Mexican nationals to sign, in every case, a "release of information form" which will allow THE LAWYER/ THE LAW FIRM/ THE NGO to provide to THE CONSULATE the information of this clause:

THE LAWYER/ THE LAW FIRM/ THE NGO shall provide every month a report to THE CONSULATE, in which the following should be specified:

1) full name of the person who received the screening service, 2) copy of proof of Mexican nationality (Mexican passport, Mexican Consular ID –matricula consular-; Mexican birth certificate; or other document that proves the nationality of the person, 3) gender of the interested person (male / female), 4) age of the person, 5) result of the immigration screening; 6) date when the immigration screening took place, and 7) place (city and state) where the immigration screening took place.

Additionally, THE LAWYER/ THE LAW FIRM/ THE NGO will keep a database containing the information of every person whose case was evaluated by it.

NINETEENTH: THE NGO will provide the report mentioned in the EIGHTEENTH 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.

TWENTIETH: THE NGO will inform in writing to THE CONSULATE when it considers necessary the hiring of experts or similar services to procure favorable results for any of the cases it evaluated. THE NGO will obtain the necessary consents from clients to share this information.

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

TWENTY-SECOND: In case that THE NGO fails to submit to THE CONSULATE in a timely manner according to the dates established by the NINETEENTH clause, the report mentioned in clause EIGHTEENTH, or repeatedly presents them untimely, THE CONSULATE will be able to terminate this Agreement.

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

TWENTY-FOURTH: In the event of termination of this Agreement under the terms of the previous clause, THE LAWYER/ THE LAW FIRM/ THE NGO is obliged to present in no more than thirty (30) working days a final detailed report of the assigned cases, whether pending or concluded.

TWENTY-FIFTH: 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.

TWENTY-SIXTH: Both parties agree that no fees and/or expenses will be paid or billed for services rendered by THE NGO after December 31st, 2017.

TWENTY-SEVENTH: Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and/or its CONSULATE GENERAL in AUSTIN, TEXAS, USA 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-EIGHTH: 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-NINTH: 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.

THIRTIETH: 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.

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THIRTY-FIRST: The Parties will be subject to the jurisdiction of the Federal Court in the State of Texas, if the dispute is not resolved within 30 working days of the corresponding notice.

THIRTY-SECOND: 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 Texas.

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

THIRTY-THIRD: This Agreement is hereby signed on August 7th, 2017, will enter into force immediately and will deemed terminated on December 31st, 2017.

THIRTY-FOURTH: This contract is signed in English.



CARLOS GONZÁLEZ GUTIÉRREZ
CONSUL GENERAL



JENNIFER LONG
EXECUTIVE DIRECTOR
CASA MARIANELLA



WITNESS
MARIANA POSADA LOMBANA



WITNESS
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