

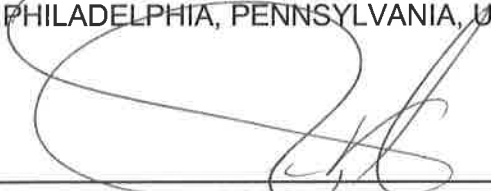
**ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE OF MEXICO IN PHILADELPHIA, PENNSYLVANIA, UNITED STATES OF AMERICA, DULY REPRESENTED BY THE ACTING CONSUL MARIA DEL ROCIO VAZQUEZ ALVAREZ, HEREINAFTER "THE CONSULATE", AND THE NON GOVERNMENTAL ORGANIZATION NATIONALITIES SERVICE CENTER, HEREINAFTER "THE NGO".**

This addendum modifies the contractual agreement for professional services between the aforementioned parties, which was signed on July 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 July 7, 2017, remain valid and apply to the present Addendum.
- c) The parties agree that "the Consulate" will pay to the "the NGO" an additional amount of \$900.00 (nine hundred 00/100) dollars for the provision of **18 (eighteen) immigration screening services** to Mexican nationals at Consulate site in the period of January 1 to March 31, 2018, with a cost of \$50.00 (fifty 00/100) dollars each.
- d) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its Consulate in Philadelphia, Pennsylvania, 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, THRU "THE CONSULATE" IN PHILADELPHIA, PENNSYLVANIA AND BY "THE NGO", ON DECEMBER 29, 2017, IN PHILADELPHIA, PENNSYLVANIA, UNITED STATES OF AMERICA.



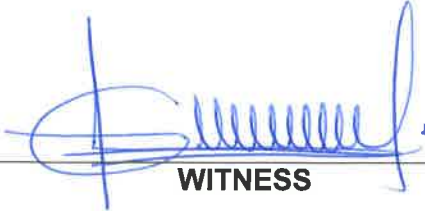
\_\_\_\_\_  
THE CONSULATE

**MARIA DEL ROCIO VAZQUEZ  
ALVAREZ**  
  
Acting Consul



\_\_\_\_\_  
THE NGO

**NATIONALITIES SERVICE CENTER**  
  
Represented by **MARGARET  
O'SULLIVAN**

  
WITNESS

**PAULA ELIZABETH LUCANO GOMEZ**

**Head of the Protection and Legal  
Affairs Department**

  
WITNESS

**CARLOS ENRIQUE TORRES CORONA**

**Consul of Media and Promotion**



**SEAL OF THE  
CONSULAR REPRESENTATION**

**AGREEMENT ON PROFESSIONAL SERVICES, MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS CONSULATE IN PHILADELPHIA, PENNSYLVANIA, UNITED STATES OF AMERICA, DULY REPRESENTED BY ALICIA GUADALUPE KERBER PALMA, CONSUL, HEREINAFTER "THE CONSULATE" AND THE NON GOVERNMENTAL NATIONALITIES SERVICE CENTER, 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 111 S. Independence Mall East, Suite 310, Philadelphia, PA 19107, with telephone number (215)923-8384 and e-mail [confiladelfia@sre.gob.mx](mailto:confiladelfia@sre.gob.mx).

**THE NGO DECLARES:**

That Nationalities Service Center is incorporated under the laws of the State of Pennsylvania since 1921, as stated in the document provided in annex I.

That has recognition by the Board of Immigration Appeals/Office of Legal Access Program, and at least one accredited representative to provide immigration legal services.

That has its legal residence in 1216 Arch Street, 4<sup>th</sup> Floor, Philadelphia, PA 19107, with telephone number (215)893-8400 and e-mail [mosullivan@nscphila.org](mailto:mosullivan@nscphila.org).

That Margaret O'Sullivan is authorized to enter and execute contracts in the name and representation of THE NGO.

That it 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 screenings in Spanish to Mexican nationals. The professional will conduct a comprehensive evaluation about every case, a biographical review, will research the law, and then provide an analysis about the 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 naturalization option was identified.

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

Margaret O'Sullivan

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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. 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 considered a material breach of this agreement and cause for immediate termination without liability.

Termination under this clause will be notified by 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.

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 ten (10) calendar days after the expiration date of his/her/its malpractice insurance, a copy of his/her/its coverage renewal, given that the expiration date occurs within the period established in clause THIRTY-THIRD (duration of the agreement).

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

**EIGHTH:** THE CONSULATE will provide THE NGO, the corresponding information for the attention of the referred cases.

**NINTH:** THE NGO will provide to THE CONSULATE guidance regarding any case assigned, with the purpose of proper understanding of the cases and their status.

**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.

Margot O'Leary

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**ELEVENTH:** THE NGO and THE CONSULATE will handle with strict confidentiality all information regarding the cases assigned. The disclosure of information of a particular case to the media will only be allowed if THE NGO, THE CONSULATE and the Mexican national reach a previous agreement to disclose it, if such an agreement is not reached by the parties the disclosure will be 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 \$50.00 (Fifty 00/100) US dollars for the provision of one immigration screening service to Mexican nationals at Consulate site and the amount of \$75.00 (Seventy five 00/100) US dollars for the provision of one immigration screening service to Mexican nationals at venues away from Consulate site. It is projected that THE NGO will do 30 (thirty) immigration screening services at Consulate site for \$1,500.00 (One thousand five hundred 00/100) US dollars and 40 (forty) immigration screening services away from Consulate site for \$3,000.00 (Three thousand 00/100) US dollars, totaling the amount of **\$4,500.00 (Four thousand five hundred 00/100) US dollars**, distributed in the following manner:

Venue	Amount	Number of screenings
Consulate – Philadelphia, PA	\$ 500.00 USD	10 screenings
Norristown, PA	\$ 750.00 USD	10 screenings
Consulate – Philadelphia, PA	\$ 500.00 USD	10 screenings
Norristown, PA	\$ 750.00 USD	10 screenings
Consulate – Philadelphia, PA	\$ 500.00 USD	10 screenings
Bensalem, PA	\$ 750.00 USD	10 screenings
Wilmington/Newark, DE	\$ 750.00 USD	10 screenings
<b>Total</b>	<b>\$4,500.00 USD</b>	<b>70 screenings</b>

**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, in one installment for the budget set forth above.

THE CONSULATE will make the 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.

**SIXTEENTH:** 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

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be paid under any circumstance, by THE CONSULATE or the United Mexican States Government.

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

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, 4) gender of the interested person (male / female), 5) age of the person, 6) result of the immigration screening; 7) date when the immigration screening took place, and 8) place (city and state) where the immigration screening took place.

Additionally, THE NGO will keep a data base containing the information of every person whose case was evaluated by it.

**NINETEENTH:** THE NGO will provide the report mentioned on 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:** Each Party will notify the other within five (5) working days, of any change in address, telephone number, or e-mail.

**TWENTY-FIRST:** With previous written notice to THE CONSULATE, THE NGO will be able to suspend the service of immigration screening to any Mexican national who fails to submit any necessary information for this purpose.

**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 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, 31<sup>st</sup>, 2017.

**TWENTY-SEVENTH:** Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and/or its Consulate in Philadelphia, Pennsylvania, 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-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.

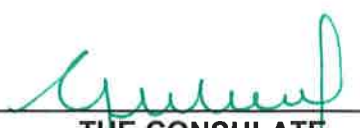
**THIRTIETH:** The Parties will procure to resolve, through good faith negotiations, any dispute or difference derived from the interpretation or fulfillment of this Agreement, as well as any other related to it.

**THIRTY-FIRST:** The Parties will be subject to Federal Court jurisdiction in the State of Pennsylvania in the event of unresolved disputes or differences through good faith negotiations after 30 working days to the corresponding notification.

**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 Pennsylvania.

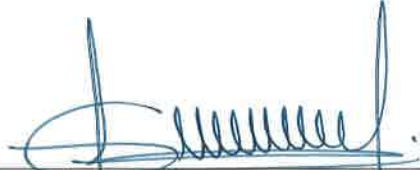
**THIRTY-THIRD:** This Agreement is hereby signed on July 7<sup>th</sup>, 2017, will enter into force on July 7<sup>th</sup>, 2017 and will deemed terminated on December 31<sup>st</sup>, 2017.

**THIRTY-FOURTH:** This contract is signed in English.

  
\_\_\_\_\_  
**THE CONSULATE**  
**Alicia Guadalupe Kerber Palma**  
Consul of Mexico

  
\_\_\_\_\_  
**THE NGO Represented by**  
**Margaret O'Sullivan**  
Nationalities Service Center

  
**WITNESS**  
**Carlos Enrique Torres Corona**  
Consul of Media and Promotion

  
**WITNESS**  
**Paula Elizabeth Lucano Gomez**  
Head of Protection and Legal Affairs  
Department



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