


ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE GENERAL OF MEXICO IN SAN ANTONIO, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL GENERAL AMBASSADOR REYNA TORRES MENDIVIL, HEREINAFTER "THE CONSULATE" AND THE ORGANIZATION REFUGEE AND IMMIGRATION EDUCATION AND LEGAL SERVICES (RAICES) HEREINAFTER "THE ORGANIZATION".

This addendum modifies the contractual agreement for professional services between the aforementioned parties, which was signed on July 10th 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 10th 2017, remain valid and apply to the present Addendum.
- c) The parties agree that THE CONSULATE will pay to THE ORGANIZATION, an additional amount of \$ 3,600.00 (three thousand six hundred) dollars for the provision of 80 (eighty) immigration screening services to Mexican nationals in the period of January 1 to March 31, 2018, with a cost of \$45 (forty five) 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 OF MEXICO in SAN ANTONIO, TEXAS 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 SAN ANTONIO, TEXAS, UNITED STATES OF AMERICA AND THE ORGANIZATION, ON DECEMBER 19, 2017, IN SAN ANTONIO, TEXAS, UNITED STATES OF AMERICA.



THE CONSULATE
AMB. REYNA TORRES MENDIVIL
CONSUL GENERAL OF MEXICO



THE ORGANIZATION
JONATHAN RYAN
RAICES



WITNESS
ISAAC QUEZADA
HEAD OF ADMINISTRATION
DEPARTMENT



WITNESS
CECILIA GARCIA PEÑA SILVEYRA
HEAD OF LEGAL AFFAIRS
DEPARTMENT



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 SAN ANTONIO, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL GENERAL, AMBASSADOR REYNA TORRES MENDIVIL, HEREINAFTER "THE CONSULATE" AND THE ORGANIZATION REFUGEE AND IMMIGRANT EDUCATION AND LEGAL SERVICES (RAICES), HEREINAFTER "THE ORGANIZATION", 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 127 Navarro Street, San Antonio, Texas, 78205, with telephone number (210) 872-4386 and e-mail info@consulmexsat.org.

THE ORGANIZATION DECLARES:

That is a recognized organization by the Board of Immigration Appeals, and employs at least one accredited representative to provide immigration legal services.

That it has its legal residence in 1305 N. Flores Street, San Antonio, Texas, 78212, with telephone number (210) 222-0964.

That Jonathan Ryan, is authorized to enter and execute contracts in the name and representation of THE ORGANIZATION.

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

CLAUSES

FIRST: THE ORGANIZATION will render its professional services in providing immigration screenings in Spanish or English 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 relief option was identified.

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

Services shall be rendered in the main place of business of THE ORGANIZATION, 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 ORGANIZATION 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 CONSULATE to THE ORGANIZATION within 5 days of learning of the breach. Once notified THE ORGANIZATION will proceed as stated in the TWENTY-THIRD clause.

THIRD: THE ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION agrees to hold harmless and indemnify THE CONSULATE of any action in law or equity arising out of such occurrences.

FOURTH: THE ORGANIZATION 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: THE ORGANIZATION formally commits to inform THE CONSULATE whenever there is a disciplinary hearing pending against it.

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

SEVENTH: THE CONSULATE will be able to refer cases of Mexican nationals to THE ORGANIZATION, 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 ORGANIZATION.

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

NINTH: THE ORGANIZATION will provide to THE CONSULATE guidance regarding any case assigned, with the purpose of proper understanding of the cases and their status, if the client gives their written consent.

TENTH: THE ORGANIZATION will provide a written notification to THE CONSULATE for every evaluated case that THE ORGANIZATION 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

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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.

ELEVENTH: THE ORGANIZATION 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 given if the Mexican national agrees to disclose, if such consent is not given the disclosure will be strictly forbidden by THE ORGANIZATION and THE CONSULATE.

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

THIRTEENTH: THE ORGANIZATION establishes the amount of \$19,485.00 dollars (nineteen thousand four hundred and eighty-five dollars and 00/100) for the provision of a total of 433 (four hundred and thirty-three) immigration screening services to Mexican nationals.

FOURTEENTH: THE ORGANIZATION 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 ORGANIZATION, within the first 5 days of every month the amount of fees corresponding to the number of immigration screenings rendered in the prior month.

THE CONSULATE will make a first payment to THE ORGANIZATION, within the first 5 (five) days of signing this agreement, in the amount THE CONSULATE considers necessary for THE ORGANIZATION 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 ORGANIZATION in successive payments in the period and amount accorded by both parties.

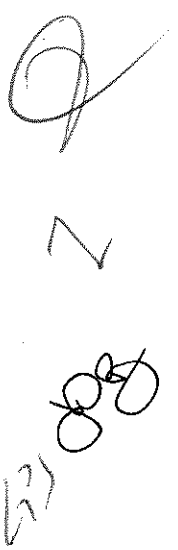
SIXTEENTH: THE ORGANIZATION will not be able to bill fees and or costs, other than those authorized in the FIFTEENTH clause.

SEVENTEENTH: The parties agree that any additional fees and/or cost and/or expenses billed by THE ORGANIZATION, 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 ORGANIZATION will require the Mexican nationals to sign, in every case, a "release of information form" which will allow THE ORGANIZATION to provide to THE CONSULATE the information of this clause:

THE ORGANIZATION 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

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screening; 6) date when the immigration screening took place, and 7) place (city and state) where the immigration screening took place.

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

NINETEENTH: THE ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION 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 OF MEXICO in SAN ANTONIO, TEXAS, 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 ORGANIZATION.

TWENTY-NINTH: THE ORGANIZATION 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 ORGANIZATION.

THIRTY: 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 Texas in the event of unresolved disputes or differences through good faith negotiations after 30 (thirty) 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 Texas.

THIRTY-THIRD: This Agreement is hereby signed on July 10, 2017, will enter into force on June 1, 2017 and will deemed terminated on December 31, 2017.

THIRTY-FOURTH: This contract is signed in English.



THE CONSULATE
AMB. REYNA TORRES MENDIVIL
CONSUL GENERAL OF MEXICO



THE ORGANIZATION
JONATHAN RYAN
EXECUTIVE DIRECTOR



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