



ESTADO LIBRE ASOCIADO DE PUERTO RICO
OFICINA DE EXENCIÓN CONTRIBUTIVA INDUSTRIAL

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CUBIERTA DE CONTRATO

NUMERO DE CONTRATO: 2016-000014-A

NOMBRE DEL CONTRATISTA: THOMSON REUTERS (GRC) INC.

NUMERO DE CUENTA: E1260-237-0350000-000-779-2009

**NOMBRE DEL CONTRATANTE: OFICINA DE EXENCIÓN CONTRIBUTIVA
INDUSTRIAL**

Amendment to Order Form

This Amendment ("Amendment") is entered into by and between Thomson Reuters (GRC) Inc. ("1K") and the Office of Industrial Tax Exemption ("Client") to amend the Agreement created by the Order Form with reference number OTN000706864 as set forth herein. Any term used but not defined herein shall have the meaning ascribed to it in the Client Terms of Business.

WHEREAS, the parties intend to amend the standard Agreement effective as of the date Client executes this Amendment.

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereby agree to amend the Agreement as follows:

1. The Parties acknowledge that the Agreement is entered into by and between the Office of Industrial Tax Exemption, a public agency and instrumentality of the Commonwealth of Puerto Rico, created pursuant to Act No. 73 of May 28, 2008, as amended (the "Act No. 73"), represented herein by its Executive Director Elizabeth Aponte Rivera, of legal age, married and resident of Caguas, Puerto Rico, and Thomson Reuters (GRC) Inc., a company organized pursuant to the laws of Delaware, represented herein by its authorized representative, ~~John Menne~~ST of legal age, married and a resident of the State of Missouri, USA, with the legal capacity to represent the company herein.
**Graciela Tapia*
2. A high level description of the Services identified in the Order Form is:
 - a. Executive Risk Summary: A summary of major risks identified regarding the report subject
 - b. World Check Database Searches Only: Searches of World-Check's databases
3. Government Certifications — The Parties hereto accept and acknowledge that IR does not perform any of its services in Puerto Rico. In addition, TR submits to Client that to the best of its knowledge:
 - a. During the five (5) taxable years prior to the year of execution of this Agreement (the "Five Year Period"), it was not engaged in the conduct of trade or business in Puerto Rico, it did not derive any income effectively connected with a trade or business in Puerto Rico.
 - b. During the Five Year Period, it did not have any personal property in Puerto Rico and it was not required to file, and did not file, any personal property tax returns in Puerto Rico and it does not owe the Municipal Revenue Collection Center (the "CREW") any taxes.

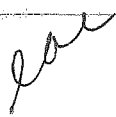
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- c. During the Five Year Period, it did not have, and it currently does not have, any real property in Puerto Rico, nor does it owe any real property taxes to the CRIN4.
- d. It does not currently have any employees in Puerto Rico. Therefore, it does not currently (1) owe any payments to the Puerto Rico Department of Labor and Human Resources in connection with unemployment, disability, or chauffeur's insurance; (2) have to obtain and maintain an insurance policy from the Puerto Rico State Insurance Fund; and (3) have the obligation as an employer to withhold and remit child support payments to the Puerto Rico Child Support Administration.

IX shall comply with any and all laws requiring the filing of any tax return, municipal license, or any other tax due to any local or state government.

- 4. Pursuant to Clause 15.1 of the General Terms of Business, FR has in place, monitors and enforces its Code of Conduct and Business Ethics. TR believes that this should mean it is in compliance with Law No. 1, dated January 3, 2012, the Government of Puerto Rico Ethics Law, including that To the best of TR's knowledge:

- a. Neither IR nor any of its directors, officers, members, partners or employees, has any material interest nor shall they acquire any such interest, directly or indirectly, in cases or issues which may conflict in any manner with its performance under this Agreement.

-  b. ~~No public servant of the Client, government agency or public corporation have been offered or solicited, directly or indirectly, for him or any member of his family unit, or any other person, any gifts, favors, services, donations, loans or anything of monetary value.~~

- c. That, as of the date of this Agreement, neither FR, nor any of its directors, officers or members has been convicted, or has knowledge of being indicted or investigated in a criminal procedure for offenses against public integrity, embezzlement of public funds or for the felonies or misdemeanors mentioned in Act No. 458 of September 29, 2000, as amended, in the courts of the Commonwealth of Puerto Rico, federal courts, or any other court with jurisdiction. It is acknowledged by TR that this certification is an essential condition of this Agreement. If this certification is not correct in whole or in part, it shall constitute a material default with the sole and exclusive remedy being for the Client to terminate the Agreement. Consultant shall promptly notify the Office in writing of becoming aware that either Consultant or any of its directors, officers or members becomes indicted, is convicted or is under investigation in a criminal procedure for any type of offense mentioned above. Failure to comply with this notice shall constitute a default under this Agreement with the sole and exclusive remedy being for the Client to immediate terminate the Agreement.

- d. That, prior to the Effective Date, they do not have any contractual relationship with the Client, and that they will not participate or get involved in any act or agreement that will create or constitute a conflict of interest with the Client.
- e. That no official or employee of the Client has a direct economic interest in TR's rights under this Agreement in accordance with the provisions of Law No. 84, dated June 18, 2002, as amended, also known as the Code of Ethics for Contractors.
5. TR represents that it has and shall maintain during the Term of the Agreement: Commercial General Liability insurance in the minimum amount of \$1,000,000.00 to provide for negligent acts or omissions by the TR, its affiliates and their personnel that may arise under this Agreement. Upon request, TR will submit to the Client appropriate certification or proof of insurance from its insurance company. With respect to the Commercial General Liability Policy the certification provided must include the Commonwealth of Puerto Rico and the Office of Industrial Tax Exemption as Additional Insureds and a Waiver of Subrogation Clause. TR agrees that the insurance listed above will not be canceled, non-renewed or the limits of coverage materially reduced without at least 30 days' prior notice to Client unless it is to be replaced by coverage of like kind and substance.
6. Notwithstanding Clause 15.10 of the General Terms and Conditions, the Agreement will be governed and interpreted in accordance with the laws of and regulations of the Commonwealth of Puerto Rico, without regard for any conflict of law's provisions; ~~and any judicial claims in relation hereto shall be filed exclusively before the federal courts located in the Commonwealth of Puerto Rico.~~
7. TR recognizes and accepts that the rights and obligations arising from this Agreement will be subject to the applicable dispositions of Act No. 66-2014, "Government of the Commonwealth of Puerto Rico *Special Fiscal and Operational Sustainability Act*".
8. The Client shall remit a copy of this Agreement to the Office of the Comptroller within thirty (30) days following the date of the execution of this Agreement and any subsequent amendment of this Agreement. No provision or consideration of services under this Agreement may be demanded until the same has been filed for registration with the Office of the Comptroller pursuant to Act No. 18 of October 30, 1975, as amended. The Client agrees that TR submitting its first invoice, pursuant to the term of the Agreement shall not constitute a demand by TR.
9. This Agreement shall be in effect from the date of its execution (the "Effective Date") until June 30, 2017 (the "Contract Period"), as the same may be extended from time to time upon execution of the corresponding amendment hereto.
10. The maximum amount to be paid to the Consultant under this Second Ammendment shall not exceed FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Maximum Contract Amount"). All disbursements under this Agreement shall be paid from Budget Account E1260-237-0350000-779-2009. At no time will the Department be

allowed to make any payment to the Consultant that exceeds the Maximum Contract Amount, except upon execution of the corresponding contract modification.

The terms and Conditions of the Agreement shall remain in full force and effect except as specifically set forth above. In the event of conflict between any of the terms of this Amendment and the Client Terms of Business, this Amendment shall govern.

This Amendment is agreed to and executed by authorized representatives of each party.

Thomson Reuters (GRC) Inc.

Office of Industrial Tax Exemption

By: Graciela Tapia

By: Elizabeth Aponte Rivera

Print Name: Graciela Tapia

Print Name: Elizabeth Aponte Rivera

Title: Regional Head of Order Management

Title: Executive Director

Date: 7/19/16

Date: July 14, 2016

Tax Id.: 90-0886282

Tax Id.: 66-0433481