U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
CMGRP, Inc. d/b/a Weber Shandwick
919 Third Avenue
New York, NY 10022

2. Registration No.
3911

3. Name of foreign principal
Canadian Tourism Commission

4. Principal address of foreign principal
Suite 1400, Four Bentall Centre
1055 Dunsmuir Street, Box 49230
Vancouver, BC Canada V7X 1L2

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Committee
  - ☒ Corporation
  - ☐ Voluntary group
  - ☐ Association
  - ☐ Other (specify): Foreign principal is a Canadian Crown Corporation
- ☐ Individual-State nationality

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

The Canadian Tourism Commission is a national tourism marketing organization which works in collaboration with the tourism industry, and the national, provincial and territorial governments in Canada to promote tourism in Canada.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☒	No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Canadian Tourism Commission is a Crown Corporation which is owned by the federal government of Canada and governed by a 26 member Board of Directors which is accountable to Parliament through the Minister of Industry.

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
7/21/10	Andrew Kameros General Counsel	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
CMGRP, Inc. d/b/a Weber Shandwick	3911
3. Name of Foreign Principal	
Canadian Tourism Commission	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Weber Shandwick will provide public and media relations services intended to generate media coverage for and consumer interest in the Canadian Tourism experience, and promote Canada's tourism brand to increase awareness and the desire to visit Canada. Weber Shandwick will develop and executed a comprehensive media and public relations program designed to maximize media exposure regarding the Canadian travel experience.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Weber Shandwick will provide public and media relations services intended to generate media coverage for and consumer interest in the Canadian Tourism experience. Weber Shandwick will develop and executed a comprehensive media and public relations program designed to maximize media exposure regarding the Canadian travel experience. This program will include planning and execution of promotional events, and engaging in media outreach (newsletters, press releases, etc.) and other promotional activities designed to promote Canadian Tourism.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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Date of Exhibit B	Name and Title	Signature
7/21/10	Andrew Kameros General Counsel	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

3911

Canadian Tourism Commission | Commission canadienne du tourisme

explorez sans fin
Canada
keep exploring

Agreement Number: 61253

Date: December 15, 2008

Agreement between: **CANADIAN TOURISM COMMISSION,** duly established under the Canadian Tourism CTC Act, R. S.C. 2000 c.28, having its head office at Suite 1400, Four Bentall Centre, 1055 Dunsmuir Street, Vancouver, British Columbia V7X 1L2
(hereinafter referred to as the "CTC")

AND

Weber Shandwick Worldwide, having its principal place of business at 919 Third Avenue, New York, NY 10022
(hereinafter referred to as the "Contractor").

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Work Title: Public Relations & Related Services

WHEREAS the CTC wishes to procure and the Contractor is willing to sell certain goods and render certain required services as described in Section D of the present Agreement and in accordance with terms and conditions attached hereto.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the CTC and Contractor agree as follows:

SECTION A – AGREEMENT DETAILS

A1. Weber Shandwick Worldwide (the "Contractor") agrees to carry out the work described in Section D, Statement of Work ("the Work"), in accordance with the terms and conditions of this Agreement for the Canadian Tourism Commission (the "CTC").

A2. The Contractor acknowledges and agrees that it is the Contractor's responsibility to ensure, prior to commencing work under this Agreement, that it fully understands the CTC's requirements for the Project.

A3. The Project(s) shall be carried out during the periods outlined in the appropriate paragraph E1 within Section E (the "Term").

A4. The total liability of the CTC for Work provided under this Agreement is subject to the payment provisions and the reimbursement for expenses provisions set out in this Agreement and shall not exceed the maximum amount outlined in the appropriate paragraph E5 within Section E plus any applicable taxes. The foregoing shall not limit CTC's liability in the event of a breach of this Agreement or pursuant to Section B2.

A5. Should an amendment be made to this agreement in which the scope of work would require travel,

the CTC shall reimburse the Contractor for all reasonable travel expenses that have been pre-approved in writing by the Project Authority.

The CTC shall reimburse the Contractor up to a maximum amounts outlined in the appropriate Section E of this agreement, plus applicable taxes, for pre-approved travelling and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit. For pre-approved travel and living expenses not specifically dealt with in Section E, the CTC shall reimburse the Contractor in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/), and with the other provisions of the Directive referring to "travelers", rather than those referring to "employees" (see "Special Travel Authorities" link). **Air fare shall be limited to full-fare economy class only.** The Contractor is required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon approval of this agreement, in order to take advantage of the lowest fares. The CTC retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Contractor, where this is company policy. All travelling and living expenses must be pre-approved by the CTC and supported by original receipts.

A6. In this Agreement the following are defined terms:

"Agreement" shall mean this Contract for Services and all attachments as referenced in this Agreement as such are amended from time to time in accordance with the provisions hereof;

"CTC" shall mean Canadian Tourism Commission;

"Contractor" shall mean the service provider as described on the first page of this Agreement;

"Contract" shall mean this Agreement;

"Project Authority" shall mean the Canadian Tourism Commission employee responsible for administering the contracted activities;

"Contracting Authority" shall mean the Canadian Tourism Commission employee responsible for awarding the contract;

"Work" shall mean the work described in the Statement of Work attached to this Agreement as Section E;

A7. The following documents and any amendments thereto form the Contract between the CTC and the Contractor. If there is any conflict or inconsistency among the documents, the conflict or inconsistency shall be resolved by interpreting these components of the Agreement in accordance with the following order of precedence:

(i) Section A, Agreement Details;
(ii) Section B, General Conditions;
(iii) Section C, Terms of Use Agreement;
(iv) Section D, Terms of Payment;
(v) Section E, Statement of Work;
(vi) Contractor's original and revised Proposals dated September 12th, 2008, November 3rd, 2008 and communications between CTC and contractor during the negotiation stage ending December 12th, 2008.

A8. This Contract shall be governed and construed in accordance with the laws in force in the Province of British Columbia. The Supreme Court of British Columbia, Canada sitting in Vancouver will have original and exclusive jurisdiction over all disputes arising from, connected with, or related to this Agreement or any related matter.

Agreed to by

Weber Shandwick Worldwide

Authorizing officer's Signature

Frank Okunak - CFO

01/23/2009
Date

Agreed to by

CANADIAN TOURISM COMMISSION

Authorizing officer's Signature

Michele McKenzie
President & CEO

Feb 3/09.
Date

SECTION B - GENERAL CONDITIONS

B1. Project Technology

(a) The Contractor hereby assigns to the CTC, and warrants that it has the right to assign, all rights in the copyright works, the designs and the inventions generated in connection with the Project as such copyright works, designs and inventions (the "Project Technology") come into existence from time to time. The Contractor warrants that all items delivered to the CTC in connection with the Project will be original work and as such will be assigned to the CTC as Project Technology under the previous sentence.

(b) Subject to clause (c), the Contractor warrants that at the time the Project Technology comes into existence it shall be free and clear of any claim, right or encumbrance that would interfere with the assignment under clause (a).

(c) If execution of a document of assignment is required with respect to any particular aspect of the Project Technology, the Contractor shall execute, and cause all individuals who are involved in creating the Project Technology to execute, such documents as may be necessary in order that the Project Technology may be fully and effectively assigned to the CTC.

(d) The Contractor agrees not to make use of the Project Technology other than in carrying out the Contractor's obligations under this Agreement.

(e) Without limiting the generality of clause (a), the CTC shall have the right to exhibit the copyright works generated in connection with the Project (the "Project Copyrights").

(f) The Contractor shall obtain, from all individuals who are to be involved in creating the Project Copyrights, waivers of all moral rights in the Project Copyrights.

B2. Indemnity

(a) The Contractor shall at all times indemnify and render harmless the CTC, its directors; officers, employees and any others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Contractor's personnel under worker's compensation legislation), demands, awards, judgments, actions, proceedings, costs and expenses (including legal fees and disbursements) suffered or incurred by the CTC by whomsoever made, brought or prosecuted

(i) in respect of loss of, damage to or destruction of property (including loss or damages sustained by the Contractor),

(ii) in respect of personal injury (including death),

(iii) resulting from breach of any of the warranties set out in this Agreement, and

(iv) in respect of the use or disposal of anything furnished to the CTC pursuant to this Agreement (including, without limitation, the use of the Project Technology), except insofar as the losses, expenses or claims are directly and solely attributable to any modifications made by the CTC to the Project Technology.

Each of clauses (i) through (iv) above are limited to those matters arising out of, attributable to or in any way connected with this Agreement and whether or not caused by the Contractor's negligence, except to the extent to which such loss or damage has arisen out of the CTC's negligence or failure to comply with the terms of this agreement. The CTC shall be deemed to hold the provisions of this clause that are for the benefit of the CTC, its directors, officers, and employees and any others for

whom it may be responsible in law, in trust for those individuals as third party beneficiaries under this Agreement.

(b) The liability of the Contractor to indemnify or reimburse the CTC under this Agreement shall not affect or prejudice the CTC in the exercise of any other rights available to the CTC at law or in equity.

(c) The Contractor shall, at its own expense, procure and maintain any necessary insurance to fulfill its obligations under this Agreement.

(d) The CTC shall defend, indemnify and hold Contractor harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Contractor by any third party, including any governmental entity, which arise out of or in connection with the CTC's obligations under Paragraph B34 below; information or materials supplied by the CTC or a third party authorized by the CTC to Contractor; as a result of any governmental investigation, proceeding or administrative hearing regarding the Services. The CTC's indemnity obligations shall include, without limitation, payment to Contractor for any and all personnel time incurred in connections with any such claim, suit, proceeding or subpoena based upon Contractor's then-current hourly rates.

B3. Insurance

3.1. The Contractor shall provide and maintain throughout the duration of the Contract, at its costs, Commercial General Liability Insurance of $3,000,000.00 per accident or occurrence and in the annual aggregate. The insurance policy will provide for thirty (30) days prior written notice of cancellation or material change to CTC and will contain a waiver of subrogation against CTC.

The following endorsement must be included on the certificate of insurance:

3.1.1. Additional Insured: The CTC, its directors, officers, employees and any others for whom it might be responsible in law, are included as additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Agreement.

3.2. A certificate of insurance shall be supplied each year of this Agreement.

B4. No liens

The Contractor will ensure that the provision of goods and/or services under this Agreement will not result in the creation of any liens on the CTC's property. If any such liens are filed, the Contractor will promptly arrange for the discharge of such liens, failing which the CTC will have the right to remove the liens and recover all costs and expenses, including actual legal fees, incurred by the CTC in removing liens.

B5. Warranties Re: Capacity, Standard of Work and Quality of Items Delivered

The Contractor warrants:

(a) that it has the status, capacity and authority to enter into this Agreement and that it is unaware of any facts that would prevent it from fulfilling its obligations under this Agreement,

(b) that it is free of any contractual or statutory rights or obligations in favour of any third party that would prevent or impair it from entering into or fulfilling its obligations under this Agreement,

(c) that by entering into this Agreement and fulfilling its obligations under this Agreement it will not knowingly be in breach of any existing contract or any statute, law, rule or regulation of any federal,

provincial or local government or administrative agency,

(d) that it has the experience, expertise and resources necessary in order to fulfill its obligations under this Agreement,

(e) that all work to be carried out by the Contractor under this Agreement shall be carried out in a competent manner and meet or exceed the standards for such work as are generally acceptable in the industry, and

(f) that all items delivered by the Contractor under this Agreement will be of merchantable quality and fit for their intended purpose.

B6. Labour and Health Conditions

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment.

B7. Compliance with Law

Contractor shall obtain and pay for all necessary permits, licenses and certificates relative to its performance of the Services and shall comply fully will all the applicable laws, by-laws, ordinances, rules, regulations, codes, consents and standards of any government or government agency or authority, whether federal, provincial or local, as well as with all reasonable rules and regulations established by CTC and provided to the Contractor in writing which may be relative to the performance of the Services.

The Contractor shall comply with all legislation directly or indirectly applicable to the performance of its obligations under this Agreement.

B8. Termination

(a) The CTC or the Contractor may terminate this Agreement, in whole or in part, by giving at least (60) sixty days prior written notice to the other.

(b) If the CTC terminates this Agreement, in accordance with B8(a), the liability of the CTC shall be limited to a proportion of the payment relating to the portion of the work that has been completed up to the date of the termination notice but not yet paid for. This proportion shall be equal to the proportion the completed work bears in relation to the total work that was to have been provided for that payment. To clarify the foregoing, for work provided on a time and materials basis, the Contractor shall be entitle to payment for all hours worked through the date of the termination notice but not yet paid for.

(c) If the CTC terminates the Agreement without cause, the CTC will be liable for payments made by the Contractor on the behalf of the CTC for upcoming Project. The Contractor agrees to use its best efforts to obtain termination provisions in its subcontracts that would minimize the cost to the Contractor of winding up work at any time under any subcontract. The Contractor will do best efforts to mitigate any payments on behalf of the CTC. In no event shall the CTC be liable for material deliverables that are in excess of the Statement of Work as established in Section D of the present Agreement.

(d) The CTC may terminate this Agreement forthwith for cause by notice to the Contractor if:

i. the Contractor becomes bankrupt or insolvent, or files any proposal or makes

any assignment for the benefit of creditors;

ii. a receiver is appointed for any of the property of the Contractor;

iii. an order is made for the winding up of the Contractor;

iv. the Contractor sells its assets in whole or a substantial part thereof;

v. the Contractor does not comply forthwith with a request made by the Corporation under Article B11, Confidentiality;

vi. subject to Article B16.2, the Contractor fails to comply with any of its material obligations, or is in breach of any material term, representation, covenant or warranty, contained in the Agreement;

vii. a final judgment, order, or decree has been obtained that adversely affects the ability of the Contractor to fulfill its contractual obligations to the CTC and such judgment, order, or decree has not been vacated, discharged or stayed.

B9. Obligation to Return the CTC's Property

The Contractor agrees to return to the CTC, forthwith following a request from the CTC, all property of the CTC, including without limitation, all documents, writings, illustrations, models, devices, records and drawings that was provided to the Contractor by the CTC for use by the Contractor in carrying out its obligations under this Agreement.

B10. No Publicity

The Contractor shall not refer, expressly or by implication, to the CTC or to this Agreement in any advertising or other publicity release.

B11. Confidentiality

The Contractor shall keep confidential all information received from the CTC and all Project Technology and other information developed for the CTC in connection with this Agreement. The Contractor shall not use such confidential information except as required to carry out its obligations under this Agreement. The CTC agrees to keep all information submitted by contractor confidential including but not limited to proposals, work methods, pricing or other similar proprietary information.

B12. Intellectual Property

a) Any intellectual property arising from Research and Development carried out in the course of Work under the Contract will vest in the CTC.

b) The Contractor agrees that it has no right, title or interest in any of the CTC's existing or future intellectual property, whether or not arising from this Agreement, except the specific and limited licensed right to use certain Brand Canada components or the Official Mark as provided herein.

c) The Contractor further agrees that nothing herein shall be construed as an assignment or grant to the Contractor any right, title or interest in or to the CTC's intellectual property.

B13. Independency of Contractor

(a) The Contractor shall provide the personnel and services required to carry out its obligations under this Agreement as an independent contractor. There is no relationship of employment joint venture, partnership or agency between the CTC and the Contractor. As between the CTC and the Contractor, all personnel provided by the Contractor shall be and shall remain employees of the Contractor who shall be responsible for the arrangement of substitutions, pay, supervision, discipline, unemployment insurance, workers' compensation, leave, income tax, Canada or Quebec Pension Plan contributions and all other matters arising out of the relationship between employer and employee.

(b) The Contractor shall indemnify the CTC and hold the CTC harmless with respect to all claims, brought by any party, that are based on an employer – employee relationship arising out of the work to be performed under this Agreement.

B14. Ownership of Work Product

a) All Work product created by the Contractor under this agreement is "work for hire" and is the property of CTC. The Contractor assigns to CTC all right, title and interest in and to the Work product.

b) Work product means everything that is produced by the Contractor in the performance of the Work pursuant to this Agreement, including without limitation, Canadian stand (s), stand components, notes, reports, documentation, drawings, computer programs (source code, object code and listings), customer lists, inventions, creations, works, devices, masks, mask works, models, work-in-progress and deliverables (the "Work Product").

c) The Contractor expressly waives any claim to moral rights over any Work Product created by the Contractor under this Agreement, and the Contractor shall ensure that any agent or employee of the Contractor shall have waived all moral rights over any Work Product created under this Agreement.

d) Notwithstanding anything to the contrary herein, CTC's rights in any Work Product prepared by Contractor are subject to any third party rights in licensed elements approved by the CTC and incorporated into the materials produced hereunder ("Third Party Materials"). Third Party Materials may include, without limitation, stock photos, licensed materials or talent and talent residuals, and CTC understands and agrees that CTC's rights in any Work Product which include Third Party Materials are subject to the rights of the third parties and/or to any terms and conditions set forth in any applicable agreement.

e) Notwithstanding anything herein to the contrary, Contractor retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use): (i) all materials owned by or licensed to Contractor prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, source digital files, programming, processes or procedures used, created or developed by Contractor in the general conduct of its business including those developed during the provision of services to CTC.

B15. Waiver

(a) No delay or omission by the CTC to exercise any right or power accruing upon any non-compliance or default by the Contractor with respect to any of the terms and conditions of this Agreement shall be construed as a waiver of such non-compliance or default.

(b) A waiver by the CTC of any breach of the terms and conditions of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

(c) The CTC shall not be deemed to have waived any matter under this Agreement unless the CTC has given the Contractor a written notice that the CTC has waived the matter in question.

B16. Time

16.1. Time shall be of the essence of this Agreement. The Services must be performed strictly in accordance with the terms of this Agreement otherwise CTC shall be at liberty to give written notice to the Contractor to comply with the terms of this Agreement. Such written notice must specifically detail where the CTC believes that Contractor failed to comply with the terms of this Agreement.

16.2. If the Contractor fails, within five (5) working days of receipt of such notice, to comply with such notice, CTC may terminate this Agreement in whole or in part and/or to obtain services of the same or similar description from other sources and, in the event of any excess cost being incurred by CTC as a result, to charge the amount of such excess cost to the Contractor and the sum so charged shall be deducted from any sum or sums then due or which at any time thereafter may become due or owing to the Contractor under this Agreement or otherwise or at the option of CTC may be demanded of the Contractor by CTC to be paid and shall be paid within fourteen (14) days.

16.3. Provided that a force majeure event delays the performance of the services, the time hereby fixed for so performing the Services, in respect of which such delay shall have occurred, shall be extended by a period of time equal to the length of the delay so caused, provided always that the right of the Contractor to any such extension shall be conditional upon the Contractor having given prompt written notice to CTC of the occurrence causing the delay.

B17. Enurement

This Agreement shall enure to the benefit of, and be binding upon, the successors and assigns of the CTC and the Contractor respectively.

B18. Severability

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed severed from this Agreement.

B19. Surviving Provisions

The terms and conditions of this Agreement relating to payments owing, indemnification, warranty obligations, confidentiality, publicity, the Contractor's responsibility for costs incurred to remedy errors, and the Project Technology shall survive the completion of the Project or termination of this Agreement.

B20. Inconsistency and modifications

20.1. If any of these terms and conditions conflict with the provisions of a Contract (if any) signed by CTC concerning the same subject matter, the provisions of this Agreement will prevail.

20.2. No agent or employee of CTC, other than the CTC contact person indicated on this Agreement or his/her director is authorized to:

20.2.1. Make any changes, deletion or addition to these terms and conditions; or
20.2.2. Agree to any term or condition provided by the Contractor. Any unauthorized change, deletion, addition, acknowledgement by a CTC employee or agent under paragraphs 20.2.1. and 20.2.2. shall be null and void and have no effect whatsoever.

B21. Notice

For the purpose of this Agreement, any notices required to be given, may be personally delivered, sent by prepaid registered post, email or facsimile addressed to the Project Authority and/or addressed to the Contractor at the addresses set out on page 1 of this Agreement.

Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the second mail delivery day following the day on which it was posted. Any notice sent by facsimile shall be deemed to have been received by the party to whom it was addressed on the day following the day on which it was sent. No Saturday, Sunday, or statutory holiday shall be considered a business day. Either party may change its notice for addresses upon

providing the other party of notice of such change.

B22. Force Majeure

Neither Party shall be liable for the late performance under this Agreement due to matters beyond that Party's control preventing timely performance including, but not limited to, such matters as acts of God, terrorism, strikes, riots, civil insurrection or war. If the Party prevented from performing under this Agreement on a timely basis immediately notifies the other Party of the matter preventing its performance and the probable length of the delay, the time for the postponing Party's performance under this Agreement shall be suspended for the duration of the matter. The postponing Party agrees in such circumstances to use its best efforts to recover the time lost utilizing all resources reasonably required in the circumstances, including obtaining suppliers or services from other sources if the same are reasonably available.

B23. Trademarks and Logos

(a) Subject to clause (b), the Contractor acknowledges that nothing in this Agreement shall be interpreted as granting any license to the Contractor to use any of the CTC 's trade-marks or logos and any such use by the Contractor is expressly prohibited.

(b) If the CTC gives the Contractor written instructions under this Agreement requiring the Contractor to incorporate any of the CTC's logos or trade-marks into a deliverable being produced by the Contractor, the Contractor shall use the CTC's logos or trade-marks for that limited purpose only.

(c) The Contractor shall not, in any promotional material, or other items used in the CTC's operations and that are primarily associated with the CTC adopt or use any mark, as a trade-mark or trade name, that includes character strings, in lower case letters, in upper case letters or any other mark that consists of, includes, is confusing with, or likely to be mistaken for, any of the CTC's trade-marks.

B24. Language

The Contractor and the CTC acknowledge that they have required this Agreement to be written in English. Les parties aux présentes reconnaissent qu'elles ont exigé que la présente entente soit rédigée en anglais.

B25. Official Language

The Contractor acknowledges that the CTC is subject to the *Official Languages Act* (the "**Act**"), and that the CTC's obligations hereunder include a commitment to enhancing the vitality of the English and French linguistic minority communities in Canada and supporting and assisting their development; and fostering the full recognition and use of both English and French in Canada society. As such, the Contractor will ensure that communications, related to this Agreement, with the public and the services offered to the public are provided in both official languages of Canada as required by the CTC and by the Act from time to time.

B26. Access to Information and Privacy Act

The CTC is subject to the Canadian Federal *Access to Information Act* and the *Privacy Act* and as such all information submitted pursuant to the work will become the property of the CTC and subject to the disclosure provisions of the Access to Information and Privacy legislation.

B27. Client Service Issues

The parties will resolve client service issue or disputes at the lowest possible level in their

respective organizations. In the event that matters cannot be resolved at that level, issues will be brought, within 24 hours, to the attention of the appropriate level of management within the CTC and/or the Contractor.

B28. Changes in Work

No changes in the Statement of Work will be executed without prior written agreement of the Project Authority.

B29. Assignment

Contractor will not assign this Agreement without written consent of the Commission.

B30. Use of Materials By Third Parties.

After material has been issued by Contractor to the news media or to another third party, its use is no longer under Contractor's control. Contractor cannot assure the use of news material by any news organization. Similarly, Contractor cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by Contractor.

B31. Failure of Media and Suppliers.

Contractor shall endeavor to guard against any loss to the CTC as the result of the failure of media or suppliers to properly execute their commitments, but Contractor will not be responsible for their failure.

B32. Non-Solicitation.

During the Term hereof and for a six-month period thereafter, the CTC shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise) any employee of Contractor without Contractor's prior written consent. If the CTC engages the services of an employee of Contractor during the Term hereof or six months thereafter, the CTC agrees to pay Contractor a fee calculated as twenty percent (20%) of that person's annual salary and any other compensation.

B33. Limitation Of Liability.

In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

B34. CTC's Obligations

The CTC shall be responsible for the accuracy, completeness and propriety of: (a) information concerning the CTC's organization, products, services and competitors' products and services; (b) any ideas or directions provided to Contractor; (c) compliance with all securities laws and regulations and/or all other industry laws and regulations; (d) rights, licenses and permissions to use materials furnished to Contractor by the CTC or on the CTC's behalf in the performance of this Agreement; and (e) the content of any press releases or other disseminated statements approved by the CTC.

B35. Miscellaneous

The application of the United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Convention") is hereby expressly excluded.

B36. Third-party sub-contractor

When working with a third-party sub-contractor(s), the Contractor shall not charge the CTC any mark-up on the vendor invoice.

B37. Allowances

When benefits are derived from dealing with third-party vendors, the Contractor shall ensure that said benefits will be redistributed directly to the CTC and will not benefit the Contractor.

B38. Sub-contracting

The Contractor shall not sub-contract any of the work without the prior written consent of CTC's Project Authority. In cases where the value of work proposed for subcontracting exceeds US $10,000 United States dollars, at least three bids must be identified.

In addition, The Contractor agrees that it will not offer any work to any affiliates, agencies, operating groups, subsidiaries either wholly or partially owned and/or independently operated associated with the Contractor's parent "the Interpublic Group of Companies Inc" (hereinafter "Interpublic"). This list of firms shall include but shall not be limited to, all those listed in the Interpublic's latest financial statements. In such instances, the relationship shall be clearly identified in writing to the CTC's Project Authority in advance to any work commencing, accompanied by the supporting rationale for the potential use of the party.

B39. Entire Agreement

(a) With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement between the Contractor and the CTC. There are no agreements collateral to this Agreement and the terms and conditions of this Agreement shall supersede the terms and conditions set out on the Contractor's confirmation and invoices. Without limiting the generality of the preceding sentence, no local, general or trade customs shall be deemed to vary the terms and conditions of this Agreement.

(b) This Agreement may only be amended by written agreement signed by the duly authorized representatives of the Contractor and the CTC.

Canadian Tourism Commission | Commission canadienne du tourisme

Section C - TERMS OF USE AGREEMENT

This Terms of Use Agreement (the "Agreement") is made and entered into this 15th day of December, 2008 (the "Effective Date").

BETWEEN

Issuing Office: **Canadian Tourism Commission**
Suite 1400, Four Bentall Centre
1055 Dunsmuir Street, Box 49230
Vancouver, BC V7X 1L5

(a Government of Canada Crown corporation established under the Canadian Tourism Act, hereinafter the "CTC")

AND

Contractor: **Weber Shandwick Worldwide**
919 Third Avenue, New York, NY 10022

(hereinafter the "Contractor")

WHEREAS, the CTC has engaged the services of the CONTRACTOR pursuant to agreement number 61253;

AND WHEREAS, as part of the services rendered to the CTC pursuant to this agreement, the CONTRACTOR is required by the CTC to use certain DESIGNATED MARKS on an exception basis in a manner and for a purpose prescribed by the CTC;

For and in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. In this Agreement, including the Recitals, the following definitions apply:

    a. "COC" means the Canadian Olympic Committee, being the National Olympic Committee of Canada.

    b. "DESIGNATED MARKS" means:
        i. the GOVERNMENT PARTNER LOGO;
        ii. the VANOC official mascots, namely Sumi, Miga and Quatchi (collectively, the "MASCOTS"), their pictograms and their Graphic Identity;
        iii. the Vancouver 2010 Graphic Identity ("GRAPHIC STANDARDS MANUAL");
        iv. any other OLYMPIC MARK or PARALYMPIC MARK related to the GAMES, to VANOC, or to the COC.

c. "GAMES" means the XXIst Olympic Winter Games and the Xth Paralympic Winter Games.

d. "GAMES PERIOD" means December 1, 2009 through to March 31, 2010.

e. "GOVERNMENT PARTNER LOGO" means:
   i. any of the MARKS set out in Appendix A of this Agreement; or
   ii. as otherwise designated by the CTC.

f. "MARKS" means trade-marks, official marks, service marks, words, symbols, terms, logos, emblems, designs, designations or trade dress, whether registered, advertised, application pending, unregistered or common law.

g. "OLYMPIC MARKS" means any MARK related to the OLYMPIC MOVEMENT, the XXIst Olympic Winter Games, VANOC, or the COC whether or not such MARK is a DESIGNATED MARK.

h. "OLYMPIC MOVEMENT" means the movement, led by the International Olympic Committee ("IOC"), encompassing those organizations, athletes and other persons who agree to be guided by the Olympic Charter, the goal of which is to contribute to building a peaceful and better world by educating youth through sport practiced without discrimination of any kind and in the Olympic spirit, which requires mutual understanding with a spirit of friendship, solidarity and fair play.

i. "OLYMPIC SYMBOL" means the five interlaced rings owned by the IOC, being the most widely recognized symbol of the OLYMPIC MOVEMENT.

j. "PARALYMPIC MARKS" means any MARK related to the PARALYMPIC MOVEMENT, the Xth Paralympic Winter Games, VANOC, or the Canadian Paralympic Committee (the "CPC"), whether or not such MARK is a DESIGNATED MARK.

k. "PARALYMPIC MOVEMENT" means the movement, led by the International Paralympic Committee ("IPC"), encompassing those organizations, athletes and other persons who agree to work together to fulfill the mission of enabling disabled athletes to achieve sporting excellence and inspire and excite the world.

l. "VANOC" means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Games.

2. The CONTRACTOR agrees and acknowledges that, in the provision of its services under this AGREEMENT, it is bound to abide by certain supplementary rights and obligations with regards to the use of DESIGNATED MARKS as contained in the present Terms of Use Agreement, which constitutes part of the present AGREEMENT number 61253.

3. The CONTRACTOR agrees and acknowledges that it is prohibited from:
   a. using the DESIGNATED MARKS for any purpose other than as expressly requested by the CTC as per the terms and conditions dictated by the CTC; and
   b. disclosing its relationship with CTC in any communication or manner whatsoever as a basis to create an association, express or implied, between the CONTRACTOR and VANOC, the IOC, the IPC, the GAMES, the GAMES PERIOD, the OLYMPIC MOVEMENT or the PARALYMPIC MOVEMENT.

4. The CONTRACTOR shall at all times strictly observe and abide by the instructions, requirements, directions and specifications of CTC from time to time in respect of the use of the DESIGNATED MARKS and the color reference and style guides for reproduction of the DESIGNATED MARKS,

including without limitation use in accordance with any graphic standards manual(s) or any other instructions provided by the CTC from time to time.

5. The CTC is responsible for obtaining all required specific approvals from VANOC with respect to **each and every individual proposed use or representation of the DESIGNATED MARKS**, including those proposed uses and representations by the CONTRACTOR on behalf of CTC. VANOC may give or withhold its approval to the CTC on such terms and conditions as it deems appropriate. The CTC shall communicate such approvals to the CONTRACTOR upon receipt from VANOC. The CONTRACTOR acknowledges that VANOC may require the CTC to make modifications to any of the proposed uses of the DESIGNATED MARKS and the CONTRACTOR shall cooperate in accommodating such modifications.

6. The CONTRACTOR shall confirm with the CTC that all concepts, finished artworks, color proofs and final casts or any other representation of the DESIGNATED MARKS prepared by the CONTRACTOR for use have been pre-approved by the VANOC through CTC before any use by the CONTRACTOR.

7. The DESIGNATED MARKS and the representation, manifestation or embodiment and/or any artworks, designs, drawings, photographs or other material bearing the DESIGNATED MARKS (collectively "ARTWORK") received by the CONTRACTOR from the CTC in any format or medium whatsoever shall be on loan only and shall be returned, together with any approved copies, to the CTC:
   a. immediately after the CONTRACTOR has completed the CTC approved work, production, manufacture and/or use of the DESIGNATED MARKS in accordance with the CTC's orders and instructions; or
   b. immediately upon request by the CTC.

8. The CONTRACTOR must deliver any overruns, irregular versions or "seconds" of materials where the DESIGNATED MARKS were used to the CTC free of charge.

9. The CONTRACTOR may not transfer, sublicense or assign any rights granted under this Agreement. In addition, the CONTRACTOR shall not sub-contract any work or use whatsoever relate to the DESIGNATED MARKS to any third party unless:
   a. such party (and if applicable, the personnel of the third party) has been pre-approved in writing by CTC in its sole discretion;
   b. such third party has executed an agreement to adhere to the same Terms of Use in this present Agreement with the CTC in the form prescribed by the CTC; and
   c. provided that the CONTRACTOR shall at all times remain liable for the performance, acts and omissions of any third-party retained by them in relation to this Agreement.

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10. The CONTRACTOR will not use or permit the use of any DESIGNATED MARKS using any VANOC or other Olympic-related marks, symbols or terminology of any kind whatsoever other than as specifically approved in writing by the CTC and/or VANOC.

11. The CONTRACTOR acknowledges and agrees that it has no right, title or interest in any OLYMPIC MARKS or PARALYMPIC MARKS, except the license to support the CTC in its uses of the DESIGNATED MARKS as herein provided, and that nothing in this Agreement shall be construed as an assignment or grant to the CONTRACTOR of any right, title or interest in or to any OLYMPIC MARKS or PARALYMPIC MARKS or in any copyright, other MARKS or industrial design of VANOC, except the right to use of the DESIGNATED MARKS as provided herein, and that it shall not take any action to the detriment of the rights or interests of the IOC, the IPC or VANOC in any of the aforesaid, either during the term of this Agreement or thereafter. The CONTRACTOR agrees that the benefit and goodwill associated with use of the DESIGNATED MARKS by the CONTRACTOR will enure entirely to VANOC. The CONTRACTOR shall not, and shall not cause, influence, assist or procure in any manner whatsoever, any other person or entity, either during the term of this Agreement or thereafter, to assert the invalidity of any of the OLYMPIC MARKS or to

contest the rights of the IOC, the IPC or VANOC in respect of the OLYMPIC MARKS or the rights of VANOC in respect of the PARALYMPIC MARKS.

12. The CONTRACTOR fully acknowledges that any and all rights and interest in, to and associated with the DESIGNATED MARKS including without limitation the ARTWORK relating to the DESIGNATED MARKS are owned or under license to the CTC and that the CONTRACTOR shall acquire no rights whatsoever with respect thereto except as authorized under this Agreement.

13. The CONTRACTOR acknowledges that it has not been granted any marketing, advertising or sales promotion rights whatsoever in relation to the DESIGNATED MARKS. For greater certainty, nothing in this Agreement shall grant nor be deemed to grant the CONTRACTOR any marketing, promotion or sponsorship right or any other right of association with VANOC, the COC, the IOC, the Canadian Paralympic Committee (the "CPC"), the International Paralympic Committee (the "IPC") or the Games. Without limiting the generality of the foregoing, the CONTRACTOR will not publish or cause the publication of pictures or representations of the DESIGNATED MARKS in any publication or promotional material, and will not advertise, promote or otherwise disclose the fact that it has been engaged to use, manufacture or supply articles using the DESIGNED MARKS, including by means of distribution of literature, verbal declarations or announcements through any medium whatsoever. Further, the CONTRACTOR may not describe or represent for any purpose that it or the DESIGNATED MARKS or their use have been "selected", "approved", "warranted" or "preferred" by VANOC, the COC or the IOC. The CONTRACTOR also undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the Games or any other VANOC, COC or IOC identification, as reference or means of promotion or publicity, without the express prior written consent of VANOC, the COC or the IOC, as the case may be, which consent may be arbitrarily withheld.

14. Should any right, title or interest in or to the DESIGNATED MARKS or in any copyright, other MARKS or industrial design of VANOC become vested in the CONTRACTOR (by operation of law or otherwise), then it shall hold the same in trust for VANOC, and shall on the first possible occasion, at the request of VANOC forthwith unconditionally assign free of charge any such right, title or interest to VANOC, and execute any documents necessary in connection therewith. Should CTC, without prior written consent of VANOC, create and make use of the DESIGNATED MARKS in a configuration other than the ones provided for in this Agreement, then the provisions of this Agreement shall apply mutatis mutandis to such new configurations.

15. The CONTRACTOR shall not, either during the term of this Agreement or thereafter, adopt or use any trade name or MARK that includes or is confusingly similar to, or a simulation or colorable imitation of, or is likely to be mistaken for, any of the DESIGNATED MARKS or other OLYMPIC MARKS or PARALYMPIC MARKS unless licensed to do so pursuant to a written license agreement with VANOC, the IOC or the IPC, as appropriate.

16. Upon the expiration or termination of this Terms of Use Agreement or the entire AGREEMENT number 61253 for any reason, all of the CONTRACTOR's rights hereunder shall forthwith terminate and automatically revert to VANOC and the CONTRACTOR will immediately cease any and all use of the DESIGNATED MARKS and will deliver to CTC or its authorized representative, all of its inventory of finished or unfinished products using any DESIGNATED MARKS and that portion of any and all moulds, plates, engravings, artworks or other devices or medium used to produce items which utilize the DESIGNATED MARKS, or will provide CTC with evidence satisfactory to CTC that all images of the DESIGNATED MARKS have been expunged from such moulds, plates, engravings, artworks, and other devices. In addition, the CONTRACTOR shall cease all uses of the DESIGNATED MARKS and shall dispose of all materials bearing the DESIGNATED MARKS which are in CONTRACTOR's possession or are under the CONTRACTOR's control as per CTC instructions.

17. The term of this Agreement shall begin on the date first indicated above and shall continue through December 31, 2010 unless earlier terminated in accordance with the terms of this Agreement or at

the expiry date of the AGREEMENT number 61253. For the sake of clarity, the time period during which CONTRACTOR may use the DESIGNATED MARKS for a specific purpose shall be as indicated in the approval granted by CTC and VANOC pursuant to the process set forth in this Agreement. If no time period is indicated in an approval, the time period will be until this Agreement expires or is earlier terminated.

18. The provisions of this Agreement shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of the terms and conditions in this Agreement as the case may be, shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

19. This Agreement and all related matters will be governed by, and construed in accordance with, the laws of British Columbia, Canada and the laws of Canada applicable in British Columbia (excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws). The Supreme Court of British Columbia, Canada sitting in Vancouver will have original and exclusive jurisdiction over all disputes arising from, connected with, or relating to this Agreement or any related matter.

20. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Any waiver must be in writing. Failure by either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

21. This Agreement (including all Appendices referenced herein) contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Any amendment to this Agreement must be in writing and signed by both parties. All Appendices referenced herein are incorporated into and form part of this Agreement.

22. The parties will promptly do such acts and execute and deliver to each other such further instruments as may be required to give effect to the intent expressed in this Agreement.

In witness whereof, the parties hereto have entered into this Agreement as of the Effective Date.

Signed on behalf of

Weber Shandwick Worldwide

By: _____
Authorized Signatory

Print Name & Capacity

Frank Okunak - CFO

Date 01/23/2009

SIGNED on behalf of the

CANADIAN TOURISM COMMISSION

By: _____
Authorized Signatory

Print Name & Capacity

Feb 3/09

Date

Appendix A

DESIGNATED MARKS

GOVERNMENT PARTNER LOGO
1.

2.

3.

Each of the Government Partner Logos can be shown in either Horizontal format or Vertical format; and each with the Host Word Mark in English alone, in French alone, or in English and French combined (in either order).

OTHER DESIGNATED MARKS

Host Word Marks:

HOST COUNTRY
Pays hôte

SECTION D - TERMS OF PAYMENT

D1. Basis of Payment

Subject to the terms and conditions of this Agreement and in consideration for the performance of the Work outlined in Section D (s) in accordance with the terms of this Agreement, the CTC shall pay to the Contractor billed amount, plus any applicable taxes, within 30 days from invoice date.

D2. Method of Payment

a) Notwithstanding any other provision of this Agreement, no payment will be made by the CTC for costs incurred to remedy errors or omissions for which the Contractor is responsible or for work that is not performed to the satisfaction of the CTC.

b) Unless otherwise expressly stated, all amounts set out in this Agreement are stated in, and shall be paid in, Canadian dollars.

c) The CTC will pay amounts owing to the Contractor under this Agreement by cheque to address designated by the Contractor.

d) The Contractor shall submit an invoice for any payment, which shall be subject to the approval of the Project Authority.

e) Prior to the expiration of the 30-day period following the day on which the CTC receives a correct invoice from the Contractor for any payment due under this Agreement, the CTC shall pay the Contractor with the approval of the Project Authority.

f) Payments shall be subject to the Fees, Out-of-Pocket Expenses & payment Provisions set out in Section E, Paragraph E5 (Professional Fees).

D3. Billing Requirements

The Contractor acknowledges and agrees that:

a) invoices for services will include such information as may be reasonably required by the CTC, including, as applicable, authorization reference, purchase order number, and a notation as to whether the invoice relates to a Project Brief arising from an Annual Scope of Work or a Supplemental Scope of Work. Billing of invoices will occur on a monthly basis for all projects where there has been activity during the month;

b) final invoices will include copies of all supporting approved estimates, quotations and supplier invoices. The CTC will receive copies of original documentation in order to support all expense claims;

c) invoicing will be coordinated so that electronic files can be provided for review and uploading in the CTC's financial system;

d) except as otherwise provided in this Agreement the CTC will pay invoices within 30 days of receipt;

e) duty, goods and services or value-added taxes in respect of the services provided under this Agreement will be added to the billings and fees for such services where applicable. Commodity taxes of foreign countries should be documented and itemized on invoices and are in addition to the fee for services;

f) the Contractor will only charge any provincial sales tax for deliveries outside of British Columbia or province of origin where required by law; and

g) invoices and receipts for travel expense reimbursement, when additional travel was required outside of the established scope of work, must be submitted within 90 days of such cost or expense being incurred.

D4. Third Party Payments

The Contractor acknowledges and agrees that it will be solely responsible for any late payment penalties, interest charges and similar costs incurred in respect of any third-party supplier's invoice which is not paid prior to the due date thereof. However, if such delay is caused by the CTC's failure to adhere to the timeline supplied by contractor, CTC shall be responsible for such costs. The Contractor will immediately notify the CTC in writing of any dispute regarding a third party supplier's invoice.

D5. Invoicing

a) The original invoice and one (1) copy shall be sent to:

ACCOUNTS PAYABLE
CANADIAN TOURISM COMMISSION
Four Bentall Centre, Suite 1400
1055 Dunsmuir Street,
Vancouver, British Columbia
V7X 1L2

b) Invoices shall be submitted on the Contractor's own invoice form and shall be prepared to show:

i) the CTC's agreement number;
ii) dates (invoice date and when the work was performed);
iii) an invoice number;
iv) the total payable;
v) applicable taxes as a separate line item;
vi) a complete description of the work and copy of the essay or story idea being invoiced, as per the contract;
vii) the name and address of the Project and Contracting Authorities;
viii) GST/HST/VAT registration number, if applicable; and
ix) a contact name and phone number.

D6. Audit and Records

(a) As used in this clause, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of Costs.* If this is a cost-reimbursement, incentive, time-and-materials, labour-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Authority, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly in performance of this Agreement. This right of examination shall include inspection at all reasonable times of the Contractor's plans, or parts of them, engaged in performing the Agreement.

(c) *Cost and pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Agreement, the Contracting Authority, or an authorized representative of the Contracting Authority, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- The proposal for the Agreement, or modification;
- The discussions conducted on the proposal(s), including those related to negotiating;
- Pricing of the Agreement, or modification; or
- Performance of the Agreement, or modification.

(d) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Authority or an authorized representative of the Contracting Authority shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

- The data reported.

(e) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c) and (d) of this clause, for examination, audit, or reproduction until 3 years after final payment under this Agreement. In addition:

- If the Agreement is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

The Contractor shall make available records relating to appeals, litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

Notwithstanding anything to the contrary herein, in no event shall Contractor be required to provide documents revealing individual salaries of employees, personnel records, profitability, overheads, non-billable expenses, or other proprietary information of Contractor.

SECTION E – STATEMENT OF WORK

E1. Duration of Project

The Project shall be carried out during the period that commences on March 1st, 2009 and terminates on February 28th, 2012 (the "Term"), with two one –year options.

E2. Project Objectives

The Contractor will provide public and media relations service intended to generate measurable, incremental media coverage for, and consumer interest in Canadian tourism experiences. The service will also be designed to contribute to increase dialogue, centered on Canadian Travel, within on-line social networks and environments. The efforts will effectively promote and position Canada's tourism brand and be designed to increase awareness and desire to visit Canada. The service will provide the CTC with metrics, pre-approved by the CTC, including advertising value of media coverage, and ROI on promotional events, so that the CTC can demonstrate ROI for its media and public relations efforts and measure value provided to CTC partners and the wider Canadian tourism industry.

The Contractor will successfully develop and execute a comprehensive media and public relations program designed to maximize media exposure and generate off and on-line Canadian content to deliver the brand message and positioning of the Canadian travel experience. While the objectives of this project are primarily for the U.S. market, with likelihood of some assistance through the 2010 Games in Canada, CTC reserves the right to make changes to the current scope of work that might, at some future point, have a broader scope globally.

E3. Deliverables

The Deliverables of this project are as described in the RFP# CTC-08-NMD-09, Contractor's Proposal dated September 12th, 2008 and as briefly detailed below:

a. Design of a fully integrated media and public relations strategy and relevant tactical plan, which is aligned with the corporate strategies, supports the CTC's overall global marketing approach and refreshed branding position, addresses the unique needs of and priorities and customer segmentation targets in the U.S. market, and identifies and engages new opportunity channels.

b. Generation of incremental coverage in targeted media outlets that raise the profile of Canada's tourism brand and related tourism experiences.

c. Planning and execution of major promotional events in CTC-chosen markets targeted to the high-yield consumer, based on the CTC's Explorer Quotient types – (a proprietary and unique segmentation tool), during key campaign periods, which quantifiably extend awareness of Canada's tourism brand, support the in-market marketing and sales programs, and provide innovative opportunities generate additional media coverage.

d. Develop and execute integrated entertainment marketing initiative(s) that fully supports the refreshed brand position leading unique Canadian experiences aligned to the brands truths and provides a content distribution opportunity(ies) in either broadcast or film.

e. Recruitment of qualified media to support CTC in-market media events.

f. Update and maintenance of fully qualified database of U.S. media, accessible to the CTC for events, communications, and research.

g. Development of crisis management plan/template

h. Media outreach through ongoing communications strategy to potentially but not exclusively include, newsletters, press releases, in-person appointments (i.e.: editorial board presentations on brand direction), press trips, educations forums, and press events.

i. Arrangement of media appointments for CTC executives and partners as required.

j. Immediate electronic delivery of desired news feeds

k. Online access to analytics of media coverage and specific CTC media outreach including advertising value of selected coverage and circulation, generated by the service provider.

l. Assistance with U.S, accredited and non-accredited media to manage messaging and influence with regard to the 2010 Winter Games.

m. Monthly activity and measurement reports detailing initiatives and results, as well as mid-year and year-end review, noting specific targets and incorporating CTC's related scorecard metrics, attained for each goal.

n. Demonstrate the ability to support additional Media Relations work in other CTC markets, in particular, Canada on an as needed basis.

o. Monthly activity reports detailing activities and results, as well as a mid-year and year-end review, noting specific values reached for each objective.

p. If and as required by the CTC, the Contractor might be providing Translations services in accordance with Article B25; Official Language, at additional cost.

E4. Agreement Options

The CTC reserves the right to enhance the scope of work that is part of the present contract as well as, to partially exclude some of the deliverables covered by the present contract, with 6 months written notice to the Contractor.

If and when required by the CTC, for additional costs as described in Paragraph E5 (Professional Fees), the Deliverables shall include the following options as described below:

Option 1: Minimum of 4 in-market promotions in key markets of LA and NY;
Option 2: Design and Execution of Create of one large-scale (value, as agreed to by the CTC, to exceed $1M) non-traditional partnership annually which will offer the following:

- Generation of local and/or national media coverage
- Supplemental advertising opportunities
- Extension of marketing investment
- Shared distribution channels
- Consumer promotion
- On-line engagement
- Measurable results

Option 3: Olympic PR initiative
Option 4: Exploring Canada in NY: Bryant Park

E5. Professional Fees

Subject to the terms and conditions of this Contract and in consideration for the performance of the work outlined in Section E (excluding Options 1, 2, 3 & 4) in accordance with the terms of this Agreement, the CTC shall pay to the Contractor billed amount, 30 days from invoice date.

It is expected that the total value of services to be provided to the Commission during the Term of this Agreement, **shall not exceed**:

First Year - $1,450,000.00CAD plus applicable taxes for Professional Fees and Out-of-pocket Expenses estimated for contract execution;
Second Year - $1,450,000.00CAD plus applicable taxes for Professional Fees and Out-of-pocket Expenses estimated for contract execution;
Third Year - $1,450,000.00CAD plus applicable taxes for Professional Fees and Out-of-pocket Expenses estimated for contract execution.

The cost of services to be provided to the CTC for the PR services are broken down as follows:

Concept	Fee (CAD)	OOP (CAD)	Notes
Ongoing media relations	75,000	5,000	Ongoing proactive and reactive media relations, partnership counsel/support, and quarterly creation and distribution of red hot newsletter
Media Marketplace	30,000	2,000	Assistance with planning, securing and vetting media and panelists; event attendance
Entertainment Marketing	60,000	3,000	Rogers and Cowan fee for identifying opportunities for the CTC within the entertainment industry including Movies, TVs and promotional tie-ins
Account Management	100,000	100,000	Agency meetings, client, partner and internal meetings, and planning/strategic counsel, administrative maintenance, team travel, clipping service
SPECIAL EVENTS PLANNING AND MANAGEMENT			
Pure Canada	170,000	475,000	Executing Daily Candy event in LA, NY, Boston and San Francisco; and northern lights show in LA, NY and SF
Amtrak	15,000	15,000	Planning and execution of Amtrak/VIA program

Ad Campaign Activation	50,000	200,000	Activation of ad campaign proposal
TOTAL	**$650,000.00**	**$800,000.00**	**$ 1,450,000.00**

Costs associated with Option 3 of the Agreement:

RECOMMENDED OLYMPIC TACTICS (USD)

ESTIMATED OLYMPIC ACTIVATION BUDGETS			
Concept	**Fee**	**OOP**	**Notes**
Influencer Program	$25,000	$100,000	These ranges are estimates only. Final costs to be discussed and pre-approved by the CTC
Road to Gold	$100,000	$450,000	These ranges are estimates only. Final costs to be discussed and pre-approved by the CTC
The Movie 2010	$150,000	$ 250,000	These ranges are estimates only. Final costs to be discussed and pre-approved by the CTC
TOTAL	**$ 275,000**	**$ 800,000**	

Costs associated with Option 4 of the Agreement:

SPECIAL EVENT: PLANNING AND MANAGEMENT (USD)

Concept	Fee	OOP	Notes
Exploring Canada in NY	$150,000	$300,000	Bryant Park

Any additional costs not included in the above established fixed costs and pre-approved by the Project Authority, will be based on the following hourly rates:

Agency Rates for Weber Shandwick and Rogers & Cowan Professional Fees (All Years of Contract Term)

Title	Hourly Rate USD
President	**$303.00**
Executive Vice President	**$279.00**
SVP/Management Supervisor	**$300.00**
Senior Vice President	**$275.00**
Vice President	**$220.00**
Director	**$210.00**
Group Manager	**$180.00**
Account Supervisor	**$160.00**
Senior Account Executive	**$140.00**
Account Executive	**$110.00**
Assistant Account Executive	**$90.00**
Account Coordinator	**$75.00**
Intern	**$50.00**

Out-of-Pocket Expenses ("OPP"): these shall be the costs associated with the activation and execution of the proposed events.

The Contractor shall be reimbursed for out-of-pocket expenses relating to the requirements of this Agreement at cost without mark-up or commission. Copies of the original invoices will include a summary of each charge incurred during the previous month(s).

All documented out-of-pocket expenses (such as travel, postage, faxes, telephone) or costs incurred in producing materials (such as press releases, stationery, photography, promotional give-aways) or subcontractors' fees (such as press clipping services) will be billed at the agency net cost with no mark-up or commission.

Other out-of-pocket expenses may include but are not limited to the following:

Advertising/Media Buys
Clipping Services/Monitoring
Honorarium/Spokesperson
Courier/Shipping
Media Training
Press Kits/Press Releases
Radio News Releases
Satellite Media Tours/Webcasts
Supplies
Travel incl. Airfare/Rail/Lodging/Ground
Video Production, including VNR, PSA
Wire Services

Artwork/Graphics/Photography
Copies/Photocopying/Distribution Services
Mailing/Postage/Messenger/Overnight
Mat Releases
Photos/Reprints
Print/Production
Research
Special Event Services/Rentals
Telephone/Facsimile
Transportation/Meals
Video/Audio Duplication

E6. Project Authority

The Work shall be carried out in close liaison with the Commission's Representative, or the authorized representative of the Project Authority:

Name:	Ms. Susan Iris VP of Sales, US
Telephone:	703 875 3956
Fax:	703 875 9452
Email:	iris.susan@ctc-cct.ca

Agreed to by

Weber Shandwick Worldwide

Authorizing officer's Signature

Senior Vice President

1/28/09

Date

Agreed to by

CANADIAN TOURISM COMMISSION

Authorizing officer's Signature

Michele McKenzie
President & CEO

Feb 3/09

Date

NSD/CES/REGISTRATION UNIT
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