



Agreement Number: 53586

Agreement between the:

Canadian Tourism Commission  
55 Metcalfe Street  
Suite 600  
Ottawa, ON  
K1P 6L5

(hereinafter the "Commission")

AND

Weber Shandwick Worldwide  
640 Fifth Avenue  
New York, NY 10019

(hereinafter the "Contractor")

Project Title: Public Relations & Related Services

WHEREAS the Commission and the Contractor have previously executed an Agreement # CTC-2-U50572/01.

Whereas the Commission and the Contractor wish to amend agreement CTC-2-U50572/01 to reflect certain changes to the contents, format and Agreement #.

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 Commission and Contractor agree as follows:

#1)

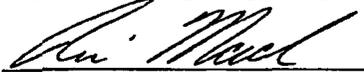
Pursuant to the Article "Contract Period" The Commission now wishes to exercise its option to extend the Agreement term and replace the contents of Article with the contents and changes as described in item #2 below.

#2)

To delete the contents of the existing agreement and replace with those with the attached agreement contents in their entirety and the change the Agreement number to 53586.

Agreed to by

WEBER SHANDWICK WORLDWIDE

  
\_\_\_\_\_

Authorizing Signature

Rene Mack

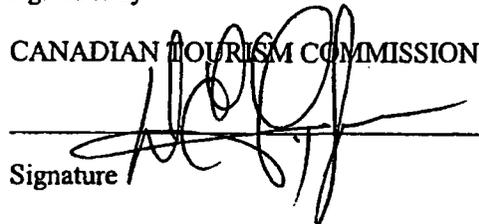
Name

6/18/03

Date

Agreed to by

CANADIAN TOURISM COMMISSION

  
\_\_\_\_\_

Signature

D. Fyfe

Date

NSD/CES/REGISTRATION  
UNIT  
2010 NOV 22 PM 3:22

**AGREEMENT NO.: 53586**

1. Weber Shandwick Worldwide the ("Contractor") agrees to carry out the project (the "Project") described in Schedule B in accordance with the terms and conditions of this Agreement for the Canadian Tourism Commission (the "Commission"). The Project shall be carried out in close liaison with, and under the direction of, the Project Authority, Susan Iris or the authorized representative of the Project Authority.
2. The Project shall be carried out during the period that commences on March 1, 2003 and terminates on February 29, 2004 (the "Term"). The CTC reserves the right to exercise the option to extend this contract for one (1) additional one (1) year extension.
3. 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 Commission's requirements for the Project.
4. The total liability of the Commission under this Agreement is subject to the payment provisions and the reimbursement for expenses provisions set out in this Agreement plus any applicable Taxes. Fees and Expenses to be paid the Contractor shall be those set out in Schedule "C".
5. The additional terms and conditions set out in Schedule A shall form part of this Agreement.
6. If there is any conflict or inconsistency among the body of this Agreement and the schedules, the conflict or inconsistency shall be resolved by interpreting these components of the Agreement in accordance with the following order of precedence:
  - (i) the body of this Agreement;
  - (ii) Schedule A;
  - (iii) Schedule B;
  - (iv) and the remaining schedules equally.
7. This Agreement shall be interpreted in accordance with, and governed by, the laws in force in the Province of Ontario.

**SCHEDULE A -  
ADDITIONAL TERMS AND CONDITIONS**

**1. Project Technology**

- (a) The Contractor hereby assigns to the Commission, 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 Commission in connection with the Project will be original work and does not do not infringe any existing patent, trade-mark, trade secret or copyright registered or recognized in Canada or elsewhere with respect to or in connection with the intended use of the Project or materials or both by the Commission and as such will be assigned to the Commission 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 Commission.
- (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 Commission 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.

**2. Indemnity**

- (a) The Contractor shall at all times indemnify and render harmless the Commission, 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 and proceedings 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,
  - (iv) in respect of the use or disposal of anything furnished to the Commission 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 Commission to the Project Technology, and
  - (v) all associated costs and expenses (including legal fees and disbursements) suffered or incurred by the Commission

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 Commission's negligence. The Commission shall be deemed to hold the provisions of this clause that are for the benefit of the Commission, 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 Commission under this Agreement shall not affect

or prejudice the Commission in the exercise of any other rights available to the Commission 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 Commission 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 agency, which arises out of or in connection with the Commission's obligations under Paragraph 8 above; information or materials supplied by the Commission or a third party authorized by the Commission to Contractor; or as a result of any governmental investigation, proceeding or administrative hearing regarding the Services. The Commission'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.

### **3. Payment Terms and Conditions**

a) Notwithstanding any other provision of this Agreement, no payment will be made by the Commission 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 Commission.

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

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

d) With respect to payments due under this Agreement, the Contractor shall submit invoices in triplicate to the Commission at the following address:

ACCOUNTS PAYABLE SECTION  
CANADIAN TOURISM COMMISSION  
55 METCALFE ST., SUITE 600  
OTTAWA, ON. K1P 6L5

e) On all invoices submitted the Contractor shall; (i) refer to Agreement No. 53586.

f) Payments shall be subject to the Fees, Expense structure and related invoicing procedures set out in Schedule C of this Agreement.

### **4. 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, state 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.

#### **5. Termination or Suspension**

The Commission or the Contractor may, by giving thirty (30) days notice in writing to the other, terminate or suspend the work with respect to all or any parts of the Project not completed. In the event the Commission modifies or cancels any plans or work in process, the Commission agrees to assume Contractor's liability for all authorized commitments, to reimburse Contractor for all expenses incurred relating thereto, to pay Contractor any related service charges in accordance with the provisions of this Agreement relating thereto, and to indemnify Contractor for all claims and actions by third parties for damages and expenses that result from carrying out the Commission's instructions.

All Projects completed by the Contractor before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the Contract and, for all Project work not completed before the giving of such notice, the Commission shall pay the Contractor's costs as determined under the provisions of the Agreement and, in addition, an amount representing a fair and reasonable fee in respect of such Projects.

Payment and reimbursement shall be made only to the extent that it is established to the satisfaction of the Project Authority of the Commission that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

Unless authorized in writing by the Commission, the Contractor shall not be entitled to be reimbursed any amount that, taken together with any amounts paid or becoming due to the Contractor under the Agreement, exceeds the Agreement price applicable to the work or the particular part thereof.

#### **6. Obligation to Return the Commission's Property**

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

#### **7. No Publicity**

Unless authorized in writing by the Project Authority, The Contractor shall not refer, expressly or by implication, to the Commission or to this Agreement in any advertising or other publicity release.

#### **8. Confidentiality**

The Contractor shall keep confidential all information received from the Commission and all Project Technology and other information developed for the Commission in connection with this Agreement. The Contractor shall not use such confidential information except as required to carry out its obligations under this Agreement.

#### **9. Compliance with Law**

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

#### **10. 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 joint venture, partnership or agency between the Commission and the Contractor. As between the Commission 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 Commission and hold the Commission 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.

#### **11. Waiver**

(a) No delay or omission by the Commission 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 Commission 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 Commission shall not be deemed to have waived any matter under this Agreement unless the Commission has given the Contractor a written notice that the Commission has waived the matter in question.

#### **12. Time**

Time shall be of the essence in this Agreement.

#### **13. Enurement**

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

#### **14. 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.

#### **15. 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.

#### **16. Notice**

For the purpose of this Agreement, any notices required to be given, may be personally delivered, sent by prepaid registered post, or facsimile addressed to the Commission as follows:

CANADIAN TOURISM COMMISSION  
55 METCALFE ST., SUITE 600  
OTTAWA, ON. K1P 6L5

and addressed to the Contractor at the address 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.

#### **17. 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, 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.

#### **18. 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 Commission's trade-marks or logos and any such use by the Contractor is expressly prohibited.

(b) If the Commission gives the Contractor written instructions under this Agreement requiring the Contractor to incorporate any of the Commission's logos or trade-marks into a deliverable being produced by the Contractor, the Contractor shall use the Commission'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 Commission's operations and that are primarily associated with the Commission 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 Commission's trade-marks.

#### **19. Language**

The Contractor and the Commission 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.

#### **20. 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.

#### **21. Duties On Third Party Contracts.**

Contractor's agreements with the Screen Actors Guild ("SAG") and the American Federation of Television and Radio Artists ("AFTRA") provide for Contractor to be ultimately liable to performers for payments that may become due because of use of Contractor-produced broadcast commercials by the Commission, its dealers, agents or employees or by anyone else who obtained the Contractor-produced materials from The Commission ("The Commission Representative").

Therefore, in the event Contractor provides broadcast advertising services to the Commission, The Commission will defend, indemnify and hold Contractor harmless against any Loss Contractor may sustain resulting from any claim, suit or proceeding made or brought against Contractor for use of any Contractor-produced materials by a the Commission Representative when such claim, suit or proceeding arises out of Contractor's obligations under the applicable SAG and AFTRA union codes or contracts relating to the production of commercials.

#### **22. Failure of Media and Suppliers.**

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

#### **23. Non-Solicitation.**

During the Term hereof and for a six-month period thereafter, The Commission 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 Commission engages the services of an employee of Contractor during the Term hereof or six months thereafter, The Commission agrees to pay Contractor a fee calculated as twenty percent (20%) of that person's annual salary and any other compensation

#### **24. 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.

#### **25. The Commission's Obligations**

The Commission shall be responsible for the accuracy, completeness and propriety of: (a) information concerning the Commission'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 Commission or on the Commission's behalf in the performance of this Agreement; and (e) the content of any press releases or other disseminated statements approved by the Commission.

#### **26. Miscellaneous**

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

#### **27. Entire Agreement**

(a) With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement between the Contractor and the Commission. 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 Commission.

**SCHEDULE B  
DESCRIPTION OF THE PROJECT**

The Contractor shall develop a minimum of 6 press releases per year, in the US to disseminate major Canada news (e.g. tourism figures up, launch of Pure Canada). The Contractor will create and maintain a Canada News Bureau, editorial calendars, mailing lists, and a fact and visual library, as well as handle in-bound media inquiries, provide support for mutually agreed upon trade shows and develop and distribute up to 200 media press kits. Additionally, the Contractor agrees to provide the following:

**Media Relations, Newsbureau and Media Fams:**

- Handle all media relations activities for the Commission in Canada including:
  - Recruit top journalists for individual press trips to Canada;
  - Assist with recruitment of top journalists for partner's group press trips to Canada, and coordinate and escort a minimum of 2 group press trips; and, but not limited to
  - Overseeing itineraries and transportation for opportunistic individual media fam trips as well s group press trips.
- Generate coverage for Canada in major national US print media outlets (consumer travel, consumer general interest, top travel, meeting, incentive trades) and work with a minimum of 200 journalists, editors and/or producers.
  - Major focus on 40 key, pre-agreed upon publications of primary interest to the Commission and its partners, develop highly specialized pitch strategy against each publication and its key editors.
  - Maintain regular calls and contact with major outlets;
  - Pitch story ideas to expanded group of major print magazines/newspapers against editorial calendar devised for Canada;
  - Develop and coordinate up to 4 media days with one-on-one deskside briefings as appropriate (based on partner interest and demand);
  - Arrange media appointments in New York City and around other media initiatives for the Commission's executives as required
- Generate coverage for Canada in major US broadcast media outlets
  - Outreach to TV location managers and producers for story scripting and placement opportunities. Objective : 10 product placements per year
  - Work with TV, radio and internet outlets on Canadian theme stories and angles. Objective: 5 major market network segments per year.
  - Pitch and coordinate remote shoots and interviews as appropriate

**Special Events/Promotions:**

- Plan and execute a major special event in New York City that will provide national exposure to Canadian culture or broad-based appeal focused on experiential product. Large-scale media event to generate attention and awareness for Canada as a destination. Expand beyond boundaries of traditional Le Cirque media lunch and develop new concept for increased impact amongst target media.
- Develop recommendations for a new program of local media events in other markets across the U.S. to heighten interest and enthusiasm for these events.
- In conjunction with the marketing and advertising programs, assist in the development and delivery of targeted promotions that provide strong exposure to Canadian culture or broad-based appeal focused on experiential product – target 4 large-scale promotions.

- Support the Commission's fall and spring campaigns with radio promotions and additional promotional tactics to expand reach and awareness to consumers.
- Ensure strong, qualified media representation at the Canada Media Marketplace scheduled for April 2003 in New York City.
- Begin planning and execution for west coast media marketplace slated for 2004. Develop recommendations for new features to consider incorporating into media marketplace to generate more interest and excitement amongst attendees.

**Additional Requirements:**

- Drive brand building media attention to Canada;
- Develop and support business/corporate messages that facilitate the growth of the Canada brand;
- Continue development of good working rapport with the Canadian media relations partners and assist with their individual PR needs, within agreed upon Commission parameters.

**Reporting & Evaluation:**

- The Contractor agrees to submit monthly activity reports along with follow-up reports from individual and group press trips.

**Additional Activities:** The Contractor's annual fees also includes the provision of the following:

**Newsbureau**

Editorial calendars, mailing lists, clip service liaison,  
Inbound media inquiries, fact and visual library maintenance,  
Press kit distribution, database management, traditional and  
Non-traditional tradeshow support, monthly reports

**Press Release Campaign**

As required by the CTC, responsible for writing, editing, and distributing

**Print Media Outreach**

Targeted pitch campaign, with particular emphasis on top 40 vertical market magazines to be agreed upon by the Commission and key partners.

**Electronic Media Outreach**

Network, national cable and key major market broadcast media relations campaign

**Media Familiarization Trip Program**

Coordinate and escort a minimum of (2) group trips with approximately 6 media each,  
Opportunistically host individual media familiarization trips throughout the year to secure feature coverage.

**Major Promotions & TV Partnerships**

Explore and secure two major, multifaceted, large-scale promotions for the Commission to increase awareness for Canada among its target demographic set.

**Large-Scale Special Events**

Plan and execute one major NY media event and develop analysis of, and new format for, ongoing special media events the Commission hosts throughout the country on an ongoing basis.

**Media Marketplace Support**

For May 2003 event, agency to secure media marketplace attendees and assist with registration, handle media invitations and attendance at key events, coordinate media panels and keynote speaker duties, provide on-site logistical support and staffing at the event. Agency to begin preparations for May 2004 event and provide coordination assistance leading up to that event.

**SCHEDULE C  
FEES & PAYMENT PROVISIONS**

**CONTRACTOR FEE'S AND OUT-OF-POCKET EXPENSES:**

Fees*	OOP**
\$425,000	\$150,000

\*Weber Shandwick Fees. Shall not exceed \$425,000 US funds - billable by the hour. Contractor shall bill CTC for professional hourly time charges incurred on a monthly basis for services during the previous and/or prior months.

\*\*The Weber Shandwick OOP is established at a maximum liability of \$150,000 US Funds, which will include monthly fees for the clipping service, to be billed as expenses are incurred.

**ENTERTAINMENT MARKETING – ROGERS & COWAN\*\*\***

Fees****	OPP*****
\$50,000	\$25,000

\*\*\*Outreach to TV location managers, and producers for story Scripting and placement opportunities, develop value-added promotions around release of major movies shot in Canada.

\*\*\*\*Rogers and Cowan Entertainment Marketing Fees shall not exceed \$50,000 US funds. Contractor shall bill the Commission in twelve equal monthly installments for professional time and services incurred during the previous and/or prior months.

\*\*\*\*\*Rogers and Cowan OOP shall not exceed \$25,000 US funds. The Contractor shall bill the Commission for professional hourly time charges incurred on a monthly basis for services during the previous and/or prior months.

<b>TOTAL</b>	\$475,000	\$175,000
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**\*\*Out of Pocket Costs ("OPP"):** Stated amounts reflect the agency's estimated OOP cost related to each initiative over the course of the year. Original invoices will include a summary of each charge incurred during the previous month(s).

The Commission shall reimburse Contractor for Contractor's reasonable, actual out-of-pocket expenditures upon The Commission's receipt of itemization thereof, including but not limited to pre-approved travel, trademark search reports, sales tax, syndicated research services, freight shipping, printing, production, mail, telephone, facsimiles, messenger and courier services. A standard markup of 20% is applied to vendor production and media purchases except sales tax. No outside expenses in excess of \$2,000 will be undertaken by Contractor without the Commission's approval. Outside vendor charges will be billed to the Commission based on 100% of the approved work being completed or received. Upon receipt of all charges from the vendor(s), the work will be reconciled and a final accounting will be sent to the Commission in the monthly invoice.

**Travel Costs**

If applicable, all travel shall be in accordance with the Commission's policy. All hospitality shall be in accordance with the Commission's Hospitality Policy. Both policies are available through the Office of the Chief Financial Officer and on the Commission's WEB site. Original receipts shall be submitted for all cost, except where otherwise stated. All travel must have prior approval from the Project Authority.

**Media**

Media will be billed and the timing of the Commission's payments shall be in such a way as to ensure that the Commission's payments will be received prior to or at the time the media commitment is made, regardless of when the release of funds to broadcast stations and print publications is due and owing, unless the Commission has

established a credit line in excess of the total media buy. Original media billing will be based on the cost of the media time or space ordered by Contractor on the Commission's behalf and will be adjusted to actual amounts once the station/publication invoices have been received and processed.

### **Invoicing**

The Contractor shall invoice the Commission for Fees and the reimbursable expenses incurred by Contractor during the previous and/or prior months, and any current outside vendor estimated or reconciliation amounts. Payment is due within thirty (30) days of the Commission's receipt of Contractor's invoice. In the event payment is not timely received, Contractor reserves the right to charge the Commission simple interest on any past due amounts computed at 1 1/2% over the prime rate of interest in effect at Citibank, N.A., in New York City until such payment is received. The Commission agrees to reimburse Contractor for any costs incurred (including reasonable attorneys' fees and court costs) in connection with Contractor's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, The Commission shall notify Contractor in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.