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CANADIAN
TOURISM
COMMISSION



COMMISSION
CANADIENNE
DU TOURISME

Agreement Number: 57092

Agreement between:

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

(hereinafter the "Commission")

AND

Weber Shandwick Worldwide
640 Fifth Avenue
New York, N.Y.
10019

(hereinafter the "Contractor")

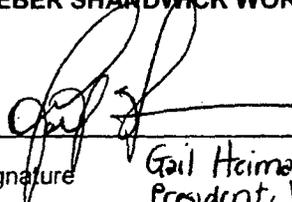
Project Title: Public Relations & Related Services

WHEREAS the Commission wishes to procure and the Contractor is willing to sell certain goods and render certain services 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 Commission and Contractor agree as follows:

Agreed to by

WEBER SHANDWICK WORLDWIDE



Signature Gail Heimann
President, Weber Shandwick
New York

René Mack
President, Travel Marketing Group / North America
EVP – General Manager Consumer Lifestyle Group

4/13/05

Date

Agreed to by

CANADIAN TOURISM COMMISSION



Signature

Michele McKenzie
President & Chief Executive Officer

April 1/05

Date

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**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 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 entity, which arise out of or in connection with the Commission's obligations under Paragraph 25 below; information or materials supplied by the Commission or a third party authorized by the Commission to Contractor;

AGREEMENT NO.: 57092

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, 2005 and terminating on February 28, 2008 (the "Term"). The Commission reserves the right to exercise two (2) twelve (12) month periods from March 1, 2008 to February 28, 2009 and from March 1, 2009 to February 28, 2010 upon a ninety (90) day notification to the Contractor.
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 as set out in this Agreement. Fees and Expenses to be paid to 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) Schedule C;
 - (v) 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.

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, U.S. 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. 57092.
- f) The Contractor shall submit an invoice for any payment, which shall be subject to the approval of the Project Authority.
- g) Payments shall be subject to the Fees, Out-of-Pocket Expenses & Payment Provisions 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 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 services 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

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 employment 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. Third-party sub-contractor

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

28. 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.

29. Sub-contracting

The Contractor shall not sub-contract any of the work without the prior written consent of Commission's Project Authority. In cases where the value of work proposed for subcontracting exceeds \$5000 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 Commission's Project Authority in advance to any work commencing, accompanied by the supporting rationale for the potential use of the party.

30. 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**

Statement of Work

The Contractor shall generate coverage for Canada that showcases and enhances the key brand attributes in major national US print media and on-line outlets, which would not otherwise be developed by the CTC and/or its partners.

Produce a list of targeted print, broadcast, and electronic outlets and define a specific plan and identify annual story placement and ad value goals. Targets should identify new opportunities beyond the traditional travel media, and potentially include content producers and distributors (television networks, production houses, etc.).

Develop and execute a minimum of one large-scale (value added media exposure greater than \$1 million) non-traditional partnership annually to generate media coverage, supplemental advertising, and consumer awareness, to extend, expand and enhance the reach of the Canada brand, as well as advancing the scope of the CTC U.S. marketing initiatives.

Create and produce 4-6 major integrated promotional events in CTC-identified U.S. target markets (including New York, Boston, Los Angeles) targeted to the high-yield consumer or niche markets (ski, gay, high yield soft adventure), during key campaign periods as identified by the CTC, which quantifiably extend brand awareness and broaden the reach as well as support the in-market advertising and sales programs.

Develop and execute an integrated entertainment marketing outreach to film and television location managers and producers. For story scripts and placement opportunities develop value-added promotions around release of major movies or television broadcasts shot in Canada. Identify quantifiable goals.

Recommend a content distribution strategy designed to provide optimal coverage and consumer access to deliver key brand messaging and imaging through targeted partnerships with major content providers (broadcast and electronic) in the U.S.

Handle media relations activities for CTC in the U.S. including:

Recruit top journalists from target list for individual and/or press trips to Canada;

Write, edit and disseminate press releases for Canada as warranted, and requested

Develop a recurring communications tool to provide the media with up to date story angles and information on the Canadian tourism experience

Ensure strong, qualified media representation at the Canada Media Marketplace scheduled for May 2005 in New York City and May 2006 in Los Angeles as well as subsequent Marketplace events in ensuing years during the contract period;

Arrange media appointments in New York City and around other media initiatives for CTC executives and partners as required;

Update/maintain the database of journalists in conjunction with CTC software;

Generate ongoing, consistent coverage of Canada in major consumer travel media, consumer general interest media, top travel trade media and meetings, conventions and incentive travel media;

Develop and support business/corporate messages that facilitate the growth of the Canada brand;

Develop an effective working rapport with the Canadian media relations partners; including, but not limited to participation in presentations for CTC sponsored industry meetings, as well as management of the clipping service and summary reporting of the results. Contractor, in conjunction with the CTC will develop a list of services available to partners and fulfill those requirements as requested.

As required, crisis planning/issues management in response to industry externalities

Clipping Services

Contractor will oversee provision of a clipping service to the Canadian Tourism Commission for the period of the contract and ensure the following

Streamline the reading instructions to include:

- All U.S. national newspapers and magazines
- Contractor will provide basic analysis for each clip which will include a listing in the monthly report with the following information:
 - Organized according to province;
 - Date of publication;
 - Media outlet;
 - Frequency of publication;
 - Circulation for print media;
 - Length of relevant mention in column inches;
 - Dollar advertising equivalency;
 - Partial headline; and
 - Efficiency of media (impressions per story, by media type)

Delivery of a comprehensive clip report each month that would include the analysis report and hard copies of select clips separated by province.

Monthly submission of breakdown of individual partner costs incurred

Option for a broadcast/video monitoring service for television coverage.

Reporting & Evaluation :

The Contractor shall provide monthly activity reports detailing activities and results, as well as a mid-year and year-end review, noting specific values reached for each objective.

SCHEDULE C
Fees, Out-of-Pocket Expenses & Payment Provisions

Contractor Fee's:

The Contractor shall bill CTC on a monthly basis for professional services incurred during the previous and/or prior months based on the following chart of hourly rates.

The Contractor's Affiliate (Rogers & Cowan) shall bill CTC on a monthly basis for Entertainment Marketing professional services incurred during the previous and/or prior months based on the following chart of hourly rates.

Weber Shandwick	Team Member	Title	Bill Rate
Public Relations	Rene Mack	President	\$303/hr U.S. Funds
	Jennifer Maguire	Vice President	\$210/hr U.S. Funds
	Meaghan McGee	Account Supervisor	\$140/hr U.S. Funds
	Valerie Edmonds	Senior Acct. Exec.	\$125/hr U.S. Funds
	Renata Bacellar	Senior Acct. Exec.	\$125/hr U.S. Funds
	TBD	Account Executive	\$107/hr U.S. Funds
	Kerry Cullen	Asst. Acct. Exec.	\$70/hr U.S. Funds
Rogers & Cowan			
Entertainment	Tara Walls	Executive VP/EM	\$279/hr U.S. Funds
Marketing	Doug Looper	Asst. Acct. Exec./EM	\$93/hr U.S. Funds

*SUP/NG SUP 235.00
 SUP 235.00
 GM 125 Director 210.00*

Out-of-Pocket Expenses ("OPP"):

The Contractor shall be reimbursed for out-of-pocket expenses relating to the requirements of this Agreement at cost without mark-up or commission. 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 | Artwork/Graphics/Photography |
| Clipping Services/Monitoring | Copies/Photocopying/Distribution Services |
| Honorarium/Spokesperson | Mailing/Postage/Messenger/Overnight |
| Courier/Shipping | Mat Releases |
| Media Training | Photos/Reprints |
| Press Kits/Press Releases | Print/Production |
| Radio News Releases | Research |
| Satellite Media Tours/Webcasts | Special Event Services/Rentals |
| Supplies | Telephone/Facsimile |
| Travel incl. Airfare/Rail/Lodging/Ground | Transportation/Meals |
| Video Production, including VNR, PSA | Video/Audio Duplication |
| Wire Services | |

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 Costs

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.

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