

REGISTRATION No. 1661

VICTORIA PROMOTION COMMITTEE / 129 SWANSTON STREET, MELBOURNE, AUSTRALIA

CHAIRMAN

MR. SIR SAURICE NATHAN K.B.E.

MEMBERS

MR. ROBERT AUSTIN O.B.E.

MR. FLETCHER JONES O.B.E.

MR. T. LOCKER

MR. HERBERT LUXE C.M.G.

MR. C. MCGIBBON C.V.O., O.B.E.

MR. G. HICKAY

MR. G. A. OSBORNE

MR. R. C. SHAW

MR. W. TURNER

DIRECTOR: D. J. ANDERSON

July 1, 1964

Messrs. Sydney Morrell & Company Inc.,
152 East 78th Street,
New York 21, N.Y.
U. S. A.

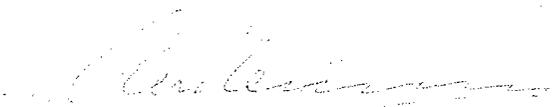
Gentlemen,

I refer to the Agreement dated July 1, 1963 between the Victoria Promotion Committee and your Company for the provision of Public Relations Consultant Services on behalf of this Committee in respect of the year ended June 30, 1964.

I have been directed by my Committee to inform you of its desire to appoint Sydney Morrell & Company Inc. as its Public Relations Consultants in the United States of America and the Dominion of Canada for a further period of one year ending on June 30, 1965. This appointment is made on the same terms and conditions as those specified in the abovementioned formal Agreement dated July 1, 1963 which provided for payment by the Victoria Promotion Committee to your Company during the period of the engagement a fee at the rate of Two Thousand Nine Hundred and Sixteen Dollars and Sixtysix Cents per month and, in addition, on production to the Committee of supporting vouchers payment of out-of-pocket expenses of a nature as described in Clause Four of the Agreement.

I would be grateful if you would regard this letter as formal notification in the foregoing connection.

Yours faithfully,


D.J. Anderson
Director

CANADIAN WORLD EXHIBITION CORPORATIONGENERAL CONDITIONS
CONSULTANT CONTRACTS

1. In this contract, the following words shall, unless the context requires a different meaning, have the following meanings respectively; that is to say:

"CORPORATION" shall mean the Canadian World Exhibition Corporation.

"COMMISSIONER GENERAL" shall mean the Commissioner General of the Government of Canada for the purpose of the Exhibition and President of the Corporation or the Deputy Commissioner General and Vice-President or any other officer of the Corporation duly authorized by them to act on behalf of the Corporation.

"DIRECTOR" shall mean the Director of Exhibitors of the Canadian World Exhibition Corporation or his authorized representatives.

"CONSULTANT" or other words relative thereto or of like import shall mean Sydney Morrell & Company Inc., as designated on Form 46, Contract for Performance of Work and its successors assigned or ayants-cause.

"REQUIREMENTS" shall mean all data documents plans, drawings, specifications, addenda, and instructions, written or oral, supplied or given to the Consultant at the time of contracting or during the progress of the work, by any corporation or authorized person acting for or on behalf of Canadian World Exhibition Corporation.

2. The Consultant agrees to supply all staff, equipment, professional and technical advice necessary to perform the work to the satisfaction of the Corporation.
3. The liability of the Corporation shall not exceed the authorized expenditure set out in Form 46. The Corporation accepts no liability for any additional work done by the Consultant over and above that required to be done by the Contract, unless a specific amendment is issued by Change Order authorizing the Consultant to do such additional work.
4. The Consultant agrees, one month after the commencement of the work and each and every month thereafter to submit progress reports to the Director.
5. Before making any payment on any progress or final estimate the Corporation may require the Consultant to furnish evidence that all work performed, materials supplied, matters and things required to be done, furnished and performed under this contract for which payment is being made are free and clear from all lawful claims; the Consultant shall indemnify and hold harmless, the Corporation from and against any and all claims against or in connection with the work.
6. The Consultant shall promptly pay for all labour, services and materials in or about the performance of the work and anything in connection with the performance, and all payments for such purposes shall be made by the Consultant, at least as often as payments are made to the Consultant by the Corporation under this contract, and in the event of failure by the Consultant at any time so to do, or if any sum due for labour, services and materials, or anything in respect of or in connection with the work or any part thereof, remains in arrears or unpaid by the Consultant or any sub-consultant, or if there be at any time found to exist any claims against the consultant, for labour, services, materials, articles and things employed, hired or supplied upon or for the work or any part thereof, or if the Corporation has reason to believe that any such payments, sums or claims will not be promptly made or paid, the Corporation may retain out of any monies due or to become due to the Consultant from the Corporation such amount or amounts as may be deemed sufficient to satisfy the same, or pay the Consultant for the monies due him in instalments, giving him from time to time sums as the Corporation may deem sufficient to meet such payments, sums or claims or any of them, and withholding the balance until the same are satisfied, or may pay all or any such payments, sums or claims, rendering to the Consultant the balance due him after deducting the payments so made. The Consultant shall be estopped from denying the accuracy and correctness of any and all payments so made by the Corporation.

The Consultant's pay-rolls, time-books of account, invoices and statements, shall at all time be open for inspection and extract by an authorized representative of the Corporation, who shall be assisted in every possible way by the Consultant to enable such representative to ascertain as far as possible the exact payment, sums or claims, so due and remaining unpaid by the Consultant.

7. Upon the completion of the work required to be done by the Consultant, there shall be a determination of the Consultant's fee or charges and expenses according to the terms of payment set out in the contract. Provided, however, that, if the amounts paid to the Consultant exceed the contract amount without an authorized increase by the Corporation, the Consultant shall refund immediately to the Corporation the amount of such excess payment and provided also that no payment shall be made hereunder unless the services in respect of which the payment is claimed have been certified by the Director to have been performed.
 8. It is understood and agreed that the Corporation may, by giving ninety days notice in writing at any time and for any reason whatsoever, require the Consultant to discontinue the performance of the services, in which event the Consultant shall have no claim whatsoever against the Corporation except to be paid in accordance with the terms of the contract up to and including the date of cancellation, for the work performed up to the time of cancellation, less any sums heretofore paid on account of such work.
 9. All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Consultant pursuant to this contract shall become the absolute property of the Corporation upon the completion of the work or as required and shall be delivered to the Director.
 10. The Consultant shall keep proper and detailed accounts and records of all factors entering into the computation of the amounts payable to the Consultant pursuant to this contract, and the receipts, vouchers, and other document shall at all times be open to audit and inspection by the authorized representatives of the Corporation (who may make copies thereof and take extracts therefrom), and the Consultant shall afford all facilities for such audits and inspection and shall furnish the Corporation and its authorized representatives with all such information as he, or they, may from time to time require with reference to such accounts, records, receipts, vouchers and other documents. The Consultant shall cause all such accounts records, receipts, vouchers, and other documents as aforesaid, to be preserved and kept available for audit and inspection at any time, and from time to time, until the expiration of two years from the date of the completion of the services hereunder, or until the expiration of such lesser period of time as shall be approved by the Corporation.
 11. The Consultant shall carry out the work with the utmost care and despatch and shall complete the same as soon as possible.
 12. Any and all rights, powers, authorities and discretions herein expressed to be conferred upon or vested in the Corporation may be exercised by the Corporation or the Commissioner General.
 13. Any notice herein provided or permitted to be given to the Corporation or the Commissioner General shall be given in writing to the Commissioner General, Canadian World Exhibition Corporation, Place Ville-Marie, Montreal, or at any other place where the head office of the Corporation may be located.
 14. This Agreement shall not be assigned by the Consultant without the written consent of the Corporation.
 15. The present general conditions, together with Form 46, shall constitute a definite Agreement between the Corporation and the Consultant unless and until a more specific and detailed contract is executed between the parties at the option of the Corporation, and the Consultant hereby agrees to sign the said contract when same is presented to him by the Corporation.
-

CANADIAN CORPORATION FOR THE 1967 WORLD EXHIBITION

CONTRACT FOR PERFORMANCE OF WORK

Page 1 of 2

File No.
200-278

F.E. No.
5.015

T.B. No. 628690
P.C. 1964-2/1119

To: Sydney Morrell & Company,
152 East 78th Street,
New York 21, N.Y.

Project: Public Relations Services
in U.S.A.

W O R K

1. DESCRIPTION OF WORK

This contract covers the Public Relations services of Sydney Morrell & Company Inc., in the U.S.A.

More specifically, but not to limit the generality of the foregoing, the said services shall include:

- (a) Day-to-day service to the daily press and news services.
- (b) Cultivation of columnists and appropriate editorialists.
- (c) Magazine articles.
- (d) Employee publications.
- (e) Arrangements with TV and radio stations.
- (f) Special emphasis on media adjacent to the Canadian Border.
- (g) Speakers.
- (h) Distribution of films.
- (i) Cooperation with exhibitors.
- (j) Enlisting the cooperation of the entertainment industry.
- (k) Liaison with travel interests.
- (l) Advice to the Corporation with regards to the placement of advertising at the proper time and by Canadian Advertising Agencies.
- (m) Compilation of a full manual detailing the U.S. program for Expo'67 - - a working guide for the ensuing three years.

All of the above services, in details, are to be found and performed in accordance with your brief, page 9 to 13 inclusive, submitted to the Corporation.

11. MAXIMUM AUTHORIZED EXPENDITURE

To cover the period of June to December 31, 1964 \$ 97 000.00 (US)

111. BASIS OF PAYMENT

Payment for the said services for above period shall be based on:

- (a) Lump sum fee (at the rate of \$1,000.00 per week) 31,000.00 (US)

- (b) Direct costs include all overhead charges and supporting services plus full-time Expo Staff // and Group Services. 61,000.00 (US)
- (c) Out-of-pocket expenses, at cost, covering staff travel and hotels, press entertainment, long distance telephones, telegraph, local transportations, messenger services, press releases, mailings, stationery, duplicating, clippings, etc. 5,000.00 (US)
- (d) The expenditures, as authorized by Clause 111, Basis of Payment, shall be payable monthly upon submission of monthly invoices, in triplicate, addressed to the Controller General, Canadian Corporation for the 1967 World Exhibition, Place Ville-Marie, Montreal, Quebec.

1V. CONDITIONS

It is understood and agreed that:

- (a) The terms and conditions of Form 184, General Conditions, Consultant Contract, insofar as they are not at variance with the terms and conditions herein set forth, shall apply to and form part of this contract. Sydney Morrell & Company having taken cognizance of the said Form 184, "declares self satisfied therewith".
- (b) Notwithstanding the date of issuance of this contract, the effective date of the services is June 1, 1964.
- (c) Any notice herein provided or permitted to be given to the Consultant shall be deemed to be sufficiently given if sent by letter post prepaid to 152 East 78th Street, New York 21, N.Y., U.S.A., and shall be deemed to be received when, in the ordinary course of the mail, such letter should have reached its destination.
- (d) This contract is entered into on the assumption that this contract and relationship with Sydney Morrell & Company Inc., will continue from commencement date through September 30, 1967. With the exception that the annual amounts of authorized expenditures for the years following 1964, beginning with January 1, 1965, are subject to approval and authorization.

Accepted by:

Sydney Morrell
Consultant

Accepted on behalf of:
Canadian Corporation for 1967
World Exhibition

By: R.F. Shaw

R.F. Shaw,
Deputy Commissioner General.

Per:

Date:

_____ Aug 7, 1964.

Date:

Aug. 7, 1964.