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. 1105-0003

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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
RICHARD ZEFLISS CLARK + POPE, INC.
317 MADISON AVENUE
NEW YORK, NY 10017

2. Registration No.
5623

3. Name of foreign principal
GRENADA BOARD OF TOURISM

4. Principal address of foreign principal
BURNS POINT, P.O. BOX 293
ST. GEORGE'S, GRENADA W.I.

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)* _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant. GRENADA BOARD OF TOURISM

b) Name and title of official with whom registrant deals. MINISTER BRENDA HOOD, DIRECTOR WM. JOSEPH

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

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.)*

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
November 9, 2001	WENDELL POPE, PARTNER	Wendell Pope

U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0007

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. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.
Richartz Fliss Clark & Pope	5623

3. Name of Foreign Principal

Grenada Board of Tourism

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.

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

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

9. Will the activities on behalf of he 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.

Date of Exhibit B	Name and Title	Signature

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 interests, policies, or relations of a government of a foreign country or a foreign political party.

STANDARD CONTRACT FOR MARKETING REPRESENTATION SERVICES

PARTIES

This contract is between the **Grenada Board of Tourism** and **Richartz Fliss Clark & Pope** of 317 Madison Avenue, Suite 1704, New York, New York, U.S.A. 10017.

GENERAL PROVISIONS

1. Strategic Direction

GRENADA
CARRIACOU • PETIT MARTINIQUE
The Spice of the Caribbean™

Tourism is an economic development issue for Grenada. The financial, social, political and welfare benefits of the industry require that sustainable tourism models be pursued such that physical and social carrying capacities are not compromised.

GRENADA IS NOT A MASS TOURISM DESTINATION

The essence of **BRAND GRENADA** is ***safe and peaceful relaxation, rich diversity, excellent quality and hospitable people.*** Our brand promises healthy visitor experiences. Grenada has broad appeal, but is most suitable for mature vacationers between 30 – 65 years.

The targeted markets are:

- General Leisure
- Wedding & Honeymoon
- Dive and water sports
- Special Events
- Sports Tourism

The success of Grenada in tourism is highly dependent on preserving our traditional strengths while introducing new and exciting products to meet the needs and expectations of the new and emerging visitor. The smart and innovative marketing of this product is vital.

Furthermore, it is recognized that tourism in Grenada is really a sub-set of Caribbean tourism. Therefore, the image, voice and impact of Brand Caribbean clearly affect our performance.

Grenada Board of Tourism
Burns Point, P.O. Box 293
St. George's, Grenada, West Indies
Tel: 473 440 2279/2001
Fax: 473 440 6637
e-mail: gbt@caribsurf.com
www.grenadagrenadines.com

2. **Growth/Market Share**

Grenada must secure positive growth from its major markets over the next five years. Specifically, an average growth rate of not less than five (5%) percent per annum is established as the standard level for the USA, Germany/Austria and Canada; while the standard for the U.K. and the Caribbean is not less that ten (10%) percent. An average annual occupancy level of at least seventy five (75%) percent will constitute evidence of success of the overall marketing programme.

3. **Performance and Budget Relationship**

It is hereby acknowledged that achieving the marketing goals and growth targets is highly dependant on the levels of budgets available to execute the full range of marketing activities.

Accordingly, the growth targets set out above are only indicative in nature.

The Contractor's performance with the available budget will be evaluated principally on the basis of the Performance Measurement Standards below versus market growth, per se

SERVICES

I. The contractor is required to supply the following basic market representation services:

- Advertising
- Public Relations
- Sales Promotion
- Market Research, Intelligence and Analysis
- Market Reports

II. Purpose

The objective of this contract is to contribute towards the achievement of the growth target levels set out at 2. above for the U.S.A. market.

III. Responsibilities

A. <u>Advertising</u>

The Contractor is required to

(a) develop an advertising programme designed to stimulate potential visitor interest in Grenada, targeting general leisure and selected niche markets, for the approval of the Grenada Board of Tourism (GBT), on an annual basis;

(b) produce or cause to be produced a set of advertising materials and messages to be approved by GBT, from time to time;

(c) identify and use the most efficient and effective vehicles (media) for the placement of GBT's advertisements;

(d) secure the best rates for each advertising programme and to obtain value-added where possible;

(e) ensure that advertising materials (copy, artwork, message, etc.) are consistent with the Brand image of the destination and in keeping with its product offerings and possibilities;

(f) ensure that advertisements placed are issued at agreed periods and are accurate in every respect.

Performance Measurement

The Contractor's performance on advertising services will be measured/assessed as follows:

- Programme Content:
  - Suitability and appropriateness
  - Focused message
  - Call to action
- Creative Appeal
  - Visual impact
  - Clarity and authenticity
  - Freshness and creativity
- Costs
  - Value for money (maximum reach, etc.)
  - Waste avoidance (unnecessary duplication, poor targeting, etc.)

B. Public Relations

The Contractor is required to:

(a) develop a public relations programme and strategy annually for the approval of GBT;

(b) identify key media partners, both individuals and companies;

(c) script and issue press releases on the destination;

(d) arrange visits to the destination by influential media personnel, writers and celebrities;

(e) develop, maintain and service a database of industry partners, especially tour operators, travel agents and airlines;

(f) identify and action media angles advantageous to the destination;

(g) identify and develop relationships with specialist writers consistent with product offerings;

(h) identify, pursue and secure unique promotional opportunities for Grenada in areas such as – hosting special events, film shoots, modelling shoots, etc.

Performance Measurement

Assessment of the Contractor's performance in this area will be on the following basis:

- Extent of media coverage achieved
- Growth in media database
- Endorsements of specialist writers achieved
- Quality and number of press releases issued
- Number of press visits realised
- Number of positive reports generated on the destination in influential media
- Regularity of supply of destination information to key airlines, tour operators, travel agents and media

C. Sales Promotion

The Contractor shall prepare an annual Sales Promotion programme for the approval of the GBT. Such programme shall specify, principally, the following:

- Trade and consumer shows to be undertaken
- Schedule of Sales calls to targeted travel agents, tour operators and airlines
- Schedule of familiarization visits to destination by travel agents and tour operators
- Development and execution of a Travel Agent Education Programme
- A range of marketing activities targeted to travel agents and tour operators in support of special airlift projects as may exist from time to time

Performance Measurement

Assessment of performance in this area will be on the following basis:

- Number of familiarization visits achieved
- Number of sales calls made
- Growth in database of agents and tour operators
- Execution of Agent Education Programme on schedule and the number of agents participating
- Number of road shows and market missions undertaken
- Presentation of list of selected shows and productive agents
- Number of trade and consumer shows undertaken
- Maintenance of relationship with airlines, cruise lines serving the destination

ADDITIONAL GENERAL PROVISIONS

The Contractor will also be required to undertake the following:

(I) assist in negotiations for airlift into the destination as may be necessary

(II) provide quarterly market intelligence reports

(III) furnish report on developments in the airline industry, quarterly, especially regarding the status of airlines servicing or intending to service the destination

TERMS AND CONDITIONS

(i) **Period**

This contract is for a period of one (1) year from July 1, 2002 to June 30, 2003.

(ii) **Contract Sum**

The sum payable by GBT for services provided under this contract will be as follows:

(a) Compensation (Advertising) – a flat fee of US$46,000.00 per annum plus four (4) percent of the annual USA advertising budget as advised by GBT in writing.

(b) a public relations fee (retainer) of US$102,000.00 per annum plus out-of-pocket costs up to US$40,000.00.

(iii) **Attachment of GBT Official**

The Contractor agrees to accommodate, assist, supervise and facilitate a GBT official who will work with the Contractor on an attachment basis. The primary role of the GBT Official will be to execute the Sales Promotion plan developed by the Contractor. All salaries, taxes and benefits due and payable on behalf of said official will be met by the Grenada Board of Tourism directly.

(a) The estimated annual overhead costs to accommodate the GBT official are as follows:

- Rent: US$9,660.00
- Liability Insurance: US$505.00
- Internet (T1 connection): US$564.00
- Office Supplies: US$200.00

These costs will be billed on a monthly basis and are due upon receipt of an invoice.

(b) Travel and entertainment costs for the GBT official will be estimated and billed to the GBT prior to the expenditure and are due upon receipt and will be adjusted upon completion.

(iv) **Billing and Payment**

The Contractor will submit bills monthly. The terms of payment are based on the understanding that the GBT's funds shall be in the Contractor's hands in time to make timely payments to the media and other suppliers, in accordance with the generally recognized principle that the Contractor will not be required to finance the communications programme of the GBT. The GBT will require a reasonable period for the processing of all invoices. (A minimum of seven (7) working days upon receipt of the invoice.)

For media advertising, the Contractor will provide the GBT with a specific payment due date for media offering a cash discount. Production, time-of-staff, collateral and other non-media expenses will be billed to GBT as costs are billed to the Contractor, and are due upon receipt of invoices. The Contractor will add a finance of 1.5% per month for payments received after the specified due date. The GBT will reimburse the Contractor for any out-of-pocket costs incurred in connection with the collection of overdue amounts.

The benefit of any cash discount made available to the Contractor will be made available to the GBT provided payment is in the Contractor's hands by the date specified on the invoice.

Out-of-pocket costs will be billed net. Out-of-pocket expenses include transportation, hotel, meals, taxi, phone, messenger and expediting costs. All travel expenses will be estimated and approved in advance by the GBT.

SPECIAL INCENTIVE PROVISION

The Contractor shall receive a special incentive award where his performance in the main service areas has contributed directly and demonstrably to the achievement of market growth at least fifty per cent over and above the targeted/planned annual level.

Such incentive shall be at most one-twelfth of the contract sum excluding out-of-pocket expenses payable per annum.

Eligibility will also be influenced substantially by the contractor's overall performance.

INDEMNIFICATION

The GBT will indemnify the Contractor and hold the Contractor harmless with respect to any claims or actions instituted by third parties which result from the use by the Contractor of materials furnished by GBT. Information or data obtained by the Contractor from GBT to substantiate claims made in advertising, sales promotion or collateral materials shall be deemed to be "materials" furnished by GBT.

OWNERSHIP AND CONFIDENTIALITY

All plans for advertising, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, finished artwork, television and radio commercials, research studies, surveys, tests and other advertising material prepared for the GBT or purchased for the GBT's account by the Contractor and paid for by the GBT in accordance with the terms of this Agreement, shall be the exclusive property of the GBT except to the extent that rights therein shall have been reserved by third parties including, but not limited to, actors, photographers and persons engaged or employed by the Contractor to compose the words and/or music of musical composition used on behalf of the GBT.

It is agreed that all documents and other materials (including magnetic tapes, disks or other storage media) embodying any confidential information obtained from the GBT and/or developed in accordance with the terms of this Agreement for the exclusive use of the GBT shall be the sole property of the GBT.

No copies of the data will be made or distributed to any party other than the GBT except where such party has contributed in a co-operative campaign and the data relates to this specific activity.

REPORTING

The Contractor will provide status reports on the implementation of all programmes executed under this Agreement, monthly. Quarterly reports are to be submitted to GBT regarding the performance measurement criteria outlined in this Agreement

TERMINATION

This contract may be terminated by either party upon the expiry of three (3) months notice, where the contract is for over two (2) years; or sixty days notice where the contract period is less than two (2) years. Termination may also result for due cause

The Grenada Board of Tourism reserves the right to terminate this agreement if it considers that conditions in the particular market (country) are such as will render the attainment of its goals impossible. In this instance, not less than forty five (45) days notice will be given.

APPLICABLE LAW

This contract is governed by the Laws of Grenada.

AGREED this ....21st.....day of....June.....in the year.2002.....

SIGNED

Grenada Board of Tourism

Richartz Fliss Clark & Pope