

U.S. Department of Justice

Washington, DC 20530

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

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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Finn Partners, Inc.

2. Registration Number
6212

3. Name of Foreign Principal
Travel Alberta

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/15/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public relations activities to promote tourism in Alberta Canada and increase visitors to the province.

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

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

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

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/21/2023	Martin Ettlemyer	/s/Martin Ettlemyer
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
August 21, 2023	Martin Ettlemyer	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Appendix

Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- Public relations strategy
- Media relations, traditional print media and social media
- Media events (virtual and in person when appropriate)
- Social media influencer relations
- Press release writing and distribution
- Development of press materials
- Crisis preparedness and communication



**GENERAL SERVICES CONTRACT
("Agreement")**

Contract No.: 23-00617

THIS AGREEMENT is made effective as of the **15th day of June, 2023**, or the date of execution, whichever is later (that date, the "**Effective Date**")

Between:

TRAVEL ALBERTA, an Alberta public agency, having an office
at 400, 1601 9 Avenue SE, Calgary, Alberta T2G 0H4 ("**Corporation**"),
Attention: **Procurement**

-and-

FINN PARTNERS, INC., a corporation having an office
at 1675 Broadway, New York, NY 10022 ("**Contractor**"),
Attention: **Samantha Larcher**

(Corporation and Contractor, collectively the "**Parties**" and each a "**Party**")

The Parties agree as follows:

Definitions

1. In this Agreement:
 - a. "**Business Day**" means 8:15 am to 4:30 pm in Alberta from Monday through Friday, excluding statutory holidays.
 - b. "**Contractor Works**" means Intellectual Property Rights in materials or works owned or licensed by the Contractor prior to the Effective Date of this agreement;
 - c. "**Corporate Address**" means the respective addresses provided for each Party on the first page of this Agreement;
 - d. "**Corporation Works**" means Intellectual Property Rights in materials or works owned or licensed by the Corporation prior to the Effective Date of this agreement;
 - e. "**FOIP**" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
 - f. "**Key Personnel**" means the individuals listed as Key Personnel in Schedule 1;

- g. **"Intellectual Property Rights"** means any and all intellectual property of any kind whatsoever, whether or not registered or registrable, including (i) copyright, moral rights, and other rights in works of authorship, (ii) patents, patent disclosures and inventions (whether patentable or not), (iii) industrial designs and design rights, (iv) database rights, (v) trademarks, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith (vi) trade secrets, know-how, confidential information, and other information and (vii) all other intellectual property rights, whether registrable or not, including all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions, divisionals, reissues, re-examinations and restorations relating to any of the foregoing rights in (i)-(v) now or hereafter in force and effect throughout all or any part of the world;
- h. **"Materials"** means: all works, materials, documentation, data, databases, designs, reports, graphical user interfaces, "look and feel" design elements, flowcharts, trade marks, domain names, specifications, concepts, ideas, inventions, algorithms, formulae, know-how, trade secrets, processes, methods, apparatus, techniques, systems and improvements, whether patentable or not and any related works and all Intellectual Property Rights therein, developed or reduced to practice by the Contractor, alone or jointly with others, during the course of Contractor's performance of the Services for or on behalf of Corporation.
- i. **"Personal Information"** means personal information as defined in FOIP;
- j. **"Project Contact"** means the Travel Alberta team member identified in the Service Request.
- k. **"Service Request"** means the Corporation's process and documentation for requesting that the Contractor perform specific Services, as set out in Schedule 1;
- l. **"Services"** means the work, duties, functions and deliverables described in Schedule 1; and
- m. **"Transition Period"** means a period of up to ninety (90) days following either the expiry of the Term or a Party's notice to terminate the Agreement, for any reason. Corporation may reduce the length of the Transition Period, at its sole discretion.

Performance of Services

2. The Contractor agrees to perform the Services in accordance with the provisions of this Agreement and follow any directions from the Corporation regarding the performance of the Services, including requested revisions. Engagement to perform particular Services will occur via a Service Request.
3. In selecting the Contractor for this Agreement, the Corporation relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("**Key Personnel**"), listed as Key Personnel in Schedule 1.

Term

4. The term of this Agreement shall be from the Effective Date to **June 30, 2026** (the "**Term**"), subject to the termination rights set out in this Agreement. If required, Travel Alberta reserves the right to extend this contract after the initial term, for up to a maximum of three (3) years.

Payment

5. The Corporation agrees to pay the Contractor up to a maximum amount of **\$6 Million USD** through each Service Request in exchange for the Contractor performing the Services over the Term, as follows:
 - a. Services and any eligible approved expenses will be payable as set out in Schedule 1 or each Service Request.
 - b. Invoices must be sent electronically to **finance@travelalberta.com** on the schedule set out in Schedule 1 or the Service Request. All emailed invoices should copy your Project Contact.
 - c. Payments made to the Contractor may be subject to withholding of up to 15% of any invoice amount, at the Corporation's sole discretion, for the purpose of providing security for completion of the Services.
 - d. The Corporation is a public agency and by law is not required to pay or remit GST. As such, the Corporation will not pay or reimburse the Contractor for GST on goods or services provided to the Corporation under the terms of this Agreement.
 - e. All amounts on account of taxes (income or otherwise), pension plan and unemployment insurance contributions or any other applicable withholding taxes or payments payable to any government or other public authority by any law, rule or regulation in respect of any fees paid to the Contractor pursuant to the provisions of this Agreement are the Contractor's responsibility and shall be paid by the Contractor. Should the Corporation, however, be obligated by law to make any payments or withholdings in respect of the Services being provided by the Contractor it is acknowledged that the Corporation shall have the authority to make such payment or withholdings, deducting such amounts from the fees otherwise payable to the Contractor as reasonably required.

Representations and Warranties

6. The Contractor represents and warrants that:
 - a. It has the qualifications and expertise to perform the Services;
 - b. It shall provide the Services during the Term according to generally accepted standards of competency in the field of endeavor associated with the Services and all applicable professional standards;
 - c. It shall comply with all applicable occupational health and safety legislation, regulations and/or rules, as well as all requirements under applicable worker compensation insurance legislation;
 - d. In the conduct of its activities and the performance of the Services, it will not compromise the integrity or damage the reputation of either the Corporation, or any outside individual, business or government body; and
 - e. It shall provide the Services in compliance with the Corporation's policies as identified in Schedule 1 and advised or updated from time to time, and in cooperation with the Corporation's representatives, as applicable and necessary.

Relationship

7. The Contractor is an independent contractor and does not become an employee, partner or agent of the Corporation through the performance of its obligations under this Agreement. The Contractor, however, shall comply with all policies of the Corporation in effect and as applicable to the Contractor from time to time.

Authority

8. The Contractor has no authority to in any way conclude any agreement of any kind on behalf of the Corporation nor incur any liability on behalf of the Corporation, and the Contractor shall not represent to any third party that it has such power to do so, except as authorized by the Corporation.

Subcontractors

9. Other than as may be set out in Schedule 1, no subcontracting of the Services will be permitted without prior written consent of the Corporation.

Conflict of Interest

10. As soon as reasonably possible after becoming aware of a personal or corporate interest that causes or is likely to cause a conflict of interest in relation to the performance of this Agreement, the Contractor must give written notice of such interest to the Corporation. Once obligated to give notice of personal interest, the Contractor may not commence nor continue the Services until instructed in writing to do so by the Corporation. If, in the opinion of the Corporation, a conflict of interest warrants such action, the Corporation may give notice of termination of this Agreement to the Contractor.

Records and Audit Right

11. The Contractor must:
 - a. keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred in performing the Services ("**Records**"), excluding confidential Contractor documents revealing salaries/benefits of employees, profitability, overheads, and non-billable expenses) and other documents relating to such costs and expenses for a period of seven (7) years; and
 - b. with five (5) Business Days' written notice, permit the Corporation or its internal or external auditor, to examine, audit and take copies or extracts from the Records for the purpose of verifying either performance of Services or expenses incurred under this Agreement.

Confirmation of Services

12. The Contractor shall permit any representative of the Corporation (provided such representative is not owned or affiliated with a company in direct competition in the Contractor's field) to evaluate the Services through:
 - a. observation of the Services in progress;
 - b. access to the records maintained under Section 09; and
 - c. oral or written communications with the individuals providing the Services, or employees, officers or agents, as applicable, of the Contractor, or all of them.

Indemnity

13. Subject to any specific indemnities included in Schedule 1, the Contractor shall indemnify and hold harmless the Corporation, its officers, directors, employees, agents, successors and assigns (together "**Corporation Entities**") against and from any and all claims, demands, actions, or costs (including legal costs on a solicitor-client basis) (including third party claims, "**Claims**") to the extent arising from:
- a. the Contractor's breach of this Agreement,
 - b. the Contractor's performance of the Services, or the performance of the Services by the Contractor's employees, agents or subcontractors, if any,
 - c. the gross negligence, other tortious act or willful misconduct of the Contractor, or its employees, agents and subcontractors, if any, in relation to the performance of its obligations under this Agreement, and/or
 - d. tax remittances arising out of the Contractor's provision of the Services, if required by law in any jurisdiction in which the Services are being provided.
14. The Contractor shall indemnify and hold harmless the Corporation Entities against and from any loss or damage to the real or personal property of the Corporation to the extent arising from the Contractor's breach of this Agreement or from the gross negligence, other tortious act or willful misconduct of the Contractor or its employees, agents or subcontractors.
- Notwithstanding the foregoing, Contractor's liability under this Agreement shall be limited to the aggregate value of this contract in USD terms for worked billed and paid and at no time shall either party be responsible for indirect or consequential damages of any kind.
15. The Corporation shall indemnify, defend and hold harmless the Contractor, its subsidiary and affiliated companies, and its and their employees, officers, directors, shareholders, licensees and agents against and from any and all third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
- a. the Corporation's breach of this Agreement;
 - b. the gross negligence, other tortious act or willful misconduct of the Corporation, or those for whom it is legally responsible, in relation to the performance of its obligations under this Agreement;
 - c. the nature of use of Corporation's products or services;
 - d. any assertions Contractor makes on Corporation's behalf, including assertions about Corporation's company, products or services, or about their competitors and the competitors' products or services, in any materials Contractor may prepare for Corporation,

- if the assertions are based on materials, information, representations, reports, data or releases supplied to Contractor by or through Corporation, or which Corporation approves;
- e. risks or restrictions which Contractor brings to Corporation's attention where Corporation elects to proceed;
 - f. infringement or claims of infringement arising out of Contractor's adherence to Corporation's instructions.

Notwithstanding the foregoing, Corporation's liability under this Agreement shall be limited to the aggregate value of this contract in USD terms for worked billed and paid and at no time shall either party be responsible for indirect or consequential damages of any kind.

Insurance

- 16. The Contractor must maintain the insurance set out in Schedule 1.
- 17. The Contractor shall provide the Corporation with acceptable evidence of insurance in the form of a detailed certificate of insurance prior to commencing the Services and at any other time upon request of the Corporation. At any time requested by the Corporation, the Contractor shall provide certified copies of all required insurance policies. Delivery to and examination by the Corporation of any policy of insurance evidencing such insurance shall not relieve the Contractor of any of its obligations pursuant to the provisions of this Agreement and shall not operate as a waiver by the Corporation of any rights.

Termination and Reduction in Service Scope

- 18. The Corporation may terminate this Agreement, for convenience and without cause, by giving the Contractor sixty (60) days' notice in writing (the "**Notice Period**").
- 19. The Corporation may, on written notice to the Contractor, reduce the scope of the Services.
- 20. If this Agreement is terminated pursuant to Section 18, or the scope of the Services is reduced pursuant to Section 19, and the Contractor has incurred third party costs directly related to the Services over which the Contractor had no reasonable control, the Corporation, at the Corporation's discretion, may reimburse the Contractor for those costs. For clarity, Contractor's internal costs, including but not limited to costs related to administration, employee and/or contract labour, are not reimbursable under this section.
- 21. If the Agreement is terminated pursuant to Section 18, the Corporation shall pay the Contractor, on receipt and acceptance by the Corporation of an accurate invoice for the Services provided to the Corporation through the effective date of termination.
- 22. During any Notice Period and Transition Period, the Contractor will cooperate with any reasonable request of the Corporation to effect a prompt transition to a new Contractor selected by the Corporation ("**Transition Services**"). Transition Services will be provided at the same rates as those agreed to under this Agreement. Upon expiration of the Transition Period, the Contractor shall promptly cease all use of information provided by the Corporation and destroy (and in writing certify such destruction) or, at the Corporation's direction, return the information to the Corporation. Where destruction is requested, the Contractor will securely delete the information in line with mutually accepted standards and provide certification of the same.

Dispute Resolution

23. The Parties agree to use commercially reasonable efforts to resolve any disputes arising between them as reasonably, efficiently and cost-effectively as possible, and the Parties agree:
- a. At all relevant times, the Parties will:
 - i. try to resolve all disputes by negotiations, in good faith and acting reasonably, ensure their representatives will try to resolve disputes without litigation, controversy or any claim arising from this agreement, or breach of it; and
 - ii. provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
 - b. If a dispute cannot be resolved through negotiations under Section 18(a) the Parties agree to participate in mediation with a mutually acceptable mediator.
 - c. The Parties will share the cost of the mediator equally and bear their own costs of mediation.
 - d. If the Parties cannot agree on a mediator they will accept the appointment of a mediator by the President or Executive Director of the Alberta Arbitration and Mediation Society to arrange for mediation.
 - e. The Parties agree that any efforts to resolve their dispute by negotiations under Section 18(a) or with the assistance of a mediator, at any time during or after the term of the agreement, does not suspend the expiration of any time limitation for taking any act under the Agreement unless the Parties have specifically agreed in writing to waive or vary that time requirement.
 - f. Unless otherwise instructed by the Corporation or delegated in a notice, the Contractor will continue to carry out its obligations under and in accordance with any proceedings under this Agreement.
 - g. In the event the parties cannot settle a dispute through mediation, they may agree on settling the dispute through binding arbitration or through normal legal channels and procedures.

Ownership and Copyright

24. The Parties agree that:
- a. The Corporation shall own all Corporation Works and Material, regardless of form, and all Intellectual Property Rights therein, subject to any third-party rights, restrictions, or obligations in accordance with Section 25.b, and excluding the Contractor Works, created, presented, arising out of, incorporated into or otherwise produced under this Agreement.
 - b. Where applicable, the Contractor agrees to obtain prior written permission of Corporation to use any third-party materials subject to copyright or other Intellectual Property Rights before incorporating them into the Material.
 - c. Upon full payment of all sums due Contractor under this Agreement, the Contractor hereby sells, transfers, conveys and assigns to the Corporation all worldwide Intellectual Property Rights, title, interest and benefit in and to the Material, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all past and future claims and causes of action, with respect to any and all of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal

and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- d. Contractor hereby waives, and will cause its employees and subcontractors to do the same, in favour of the Corporation, its heirs successors and assigns, all their "moral rights" in the Material, including in relation to all rights of, integrity, attribution, association, anonymity, and any other rights that may be known as "moral rights" pursuant to the *Copyright Act* (Canada) or any other applicable law, vested in the Corporation in relation to the Material.
- e. If and to the extent that the foregoing assignment, transfer, conveyance and waiver are not effective or cannot be made for any reason: (a) the Contractor shall hold in trust all right, title and interest in, to and associated with such Material (and any and all Intellectual Property Rights in the Material) until Contractor can assign, transfer and convey to the Corporation, and Contractor shall, without further consideration, transfer, assign and convey to the Corporation all right, title and interest in such Material, and any and all Intellectual Property Rights in such material when possible and (b) until such an assignment, transfer and conveyance is made effective, the Contractor hereby grants to the Corporation an exclusive, irrevocable, perpetual, worldwide, transferable, sublicensable (to any tier of sublicensee), royalty-free, fully paid-up license to use, exploit, modify and alter the Material for any and all purposes whatsoever in the Corporation's discretion.
- f. Contractor shall ensure that all of its employees or subcontractors that contribute to the Material have signed agreements with the Contractor assigning any rights they may have in the Material to the Contractor and waiving any moral rights in favour of the Contractor, its successors and assigns.
- g. Contractor authorizes any governmental authority or official registry necessary for the registration and protection of the Material to record and register this Agreement upon request by the Corporation. Contractor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items to ensure that the Material is properly transferred to the Corporation, or any assignee or successor thereto.
- h. The Contractor hereby grants the Corporation a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license and right to reproduce, distribute, sublicense and otherwise use the Contractor Works and any third-party works included in the Contractor Works, forming the basis of or appearing in the Material. Contractor Works subject to this license may be used by the Corporation in print, electronic and other media without the Contractor's prior consent.
- i. The Corporation hereby grants the Contractor a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license and right to reproduce, and otherwise use the Corporation's Works, for the sole purpose of providing the Services.

Privacy and Disclosure of Information

- 25. The Contractor agrees to keep strictly confidential all materials and information acquired under this Agreement, whether received directly by the Corporation or developed in the performance of the Services. The Contractor must not use (except as permitted by this Agreement) or disclose the materials or information in any manner to third parties without the prior written consent of the Corporation, or where required by law.

26. Contractor acknowledges that this Agreement and all records received, collected, produced or stored by the Contractor pursuant to this Agreement, excepting the Contractor Records, belong to and shall remain under the control of the Corporation and may be subject to the disclosure provisions of FOIP. Upon notification by the Corporation of receipt of an access to information request, the Contractor shall provide to the Corporation, at the Contractor's expense, copies of all records specified by the Corporation.
27. The parties agree and acknowledge that there will be no exchange of personal information pursuant to this Agreement except for business contact information, which is collected under the authority of s. 33(c) of FOIP for the purpose of entering into this Agreement. In the event that the Corporation is granted access to, or is required to collect, use, or disclose personal information other than the information outlined above solely for the purposes of fulfilling its obligations pursuant to this Agreement, Contractor and Corporation will agree on an amendment to this Agreement setting forth Contractor's obligations with respect to the use and protection of that personal information, including a requirement to comply with all applicable privacy laws. Any questions regarding this collection may be directed to the Corporation's Privacy Officer, current contact information for which is located on the Corporation's Industry website.
28. Travel Alberta, as an agent of the Crown, is subject to certain sole source disclosure requirements or policies, pursuant to which information including but not limited to the following may be publicly disclosed: Agreement existence, value, vendor name, vendor address and a summary of the Services.

Notices

29. All notices shall be given in writing, quoting the Contract number, and delivered to the Corporation and the Contractor in writing at their respective Corporate Addresses or via the following emails ("**Agreement Email Contact**"):
 - a. Corporation: procurement@travelalberta.com
 - b. Contractor: samantha.lacher@finnpartners.comEither Party may change its Corporate Address or Agreement Email Contact in the manner described in this Section.
30. Any notice personally served or sent by e-mail shall be deemed received when actually delivered or received, if delivery is on a Business Day or, if not on a Business Day, on the following Business Day.

Miscellaneous

31. Amendments This Agreement may not be amended, supplemented or otherwise modified in any respect except by written agreement signed by the Parties.
32. Applicable Law and Jurisdiction This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Subject to Section 22, all disputes will be handled pursuant to, and the parties attorn to, the jurisdiction of the Courts of Alberta.
33. Assignment This Agreement may be assigned by the Corporation and shall be for the benefit of and binds the successors and assigns of the Corporation. This Agreement may not be assigned by the Contractor unless written approval is provided by the Corporation, which approval may be unreasonably withheld.

34. Compliance with Laws In performing the Services, the Contractor shall comply with all applicable laws, orders, regulations, standards, codes and other rules, licenses and permits and all lawful authorities and applicable regulatory bodies.
35. Currency All amounts are in United States dollars (USD) unless otherwise stated.
36. Entire Agreement This Agreement, including any schedules and appendices, replaces and supersedes all prior agreements between the Parties. This Agreement sets out the entire agreement between the Contractor and the Corporation relating to this subject matter. There are no other terms or agreements in relation to the subject matter of this Agreement except what is written in this Agreement and, as applicable, each Detailed Statement of Work as provided for herein.
37. Execution in Counterparts & Electronically This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
38. Headings The headings and section titles in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.
39. Language The Parties confirm that it is their wish that this Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only.
40. Severability If any provision of this Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.
41. Survival of Terms The provisions set out in Sections 11, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25 and 31, as well as any indemnity and hold harmless terms in Schedule 1, shall survive termination of this Agreement.
42. Time is of the Essence It is expressly understood between the Parties that time is of the essence.
43. Waiver Any waiver by either party of the performance by the other of an obligation under this Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

The Parties have made this Agreement as of the Effective Date.

TRAVEL ALBERTA

Per: Linda Southern Heathcott
Linda Southern Heathcott (Aug 8, 2023 11:39 MDT)

Linda Southern-Heathcott

Name of Authorized Officer (print)

FINN PARTNERS, INC.

Per: 

Martin Ettlemeyer

Name of Authorized Officer (print)

Board Chair

Title of Officer Authorized to bind the
Corporation

Aug 8, 2023

Date

CFO

Title of Officer Authorized to bind the
Contractor

8/3/23

Date

**Schedule "1" Terms and Conditions
Travel Alberta
Contract No. 23-00617**

Scope of Services

1. **Media Relations Services** Contractor will provide media relations services to Travel Alberta, as well as Travel Alberta's partners, shareholders and additional entities where requested by Travel Alberta (together, the "Client"). Services will be requested from time to time by Travel Alberta and directed by the Client, as set out in this Schedule 1. Contractor will perform the following services under the strategic direction of Travel Alberta's Marketing Director and Media Relations Manager, or another individual identified by Travel Alberta from time to time. The scope of the media relations services are as follows:
 - **Strategy: Develop an annual Media Relations Public Relations (MRPR) strategy** that ladders up to Client's overall organizational goals and business objectives. The goal for Travel Alberta's MRPR strategy is ultimately driving consideration for travel to Alberta among high-value travellers in the U.S. and from key international markets. As part of strategy development, **Contractor's** key account representatives will attend annual strategic planning and inter-agency connection meetings in Alberta. **Contractor** will host Travel Alberta and Destination Management Organization (DMO) partners in the **Contractor's office** once a year, ideally coinciding with International Media Marketplace, which takes place each January in New York City.
 - **Earned Media Relations:** Maintain existing working relationships and continuously build new relationships with key media (print, online and broadcast) through ongoing media liaison and communication. Identify and secure opportunities for earned media coverage through creative and reactive pitching. Have a constant pulse on current events and market trends (in the U.S. and Alberta) for opportunistic Alberta story placements. Continue to grow and strengthen media relationships and identify key outlets in the ever-changing media landscape. Respond to media inquiries, vet media visit requests, provide information support, facts, image/video requests to media on an ongoing basis. Maintain a general travel and niche media contact database, update this list regularly and share this information with Travel Alberta headquarters on an ongoing basis.
 - **Non-traditional and Multi-channel Content Partnerships & Broadcast Opportunities:** Identify non-traditional partnerships with brands and broadcasting opportunities that align with Client's priority initiatives, experiences and seasons (i.e., outdoor brands, lifestyle brands, hospitality, food & beverage, etc.)
 - **Drive Increased Collaboration:** Ensure increased collaboration and assistance to secure earned media coverage of our Client and/or key DMO partners (Tourism Calgary, Explore Edmonton, Banff & Lake Louise Tourism, Indigenous Tourism Alberta, Tourism

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Jasper and Tourism Canmore Kananaskis). Align Client and partner priorities to provide direct referrals and assistance, including but not limited to smaller provincial marketing organizations ("PMOs"), DMOs and tourism development zones ("TDZs") that may not currently have the ability to engage or leverage opportunities on their own. As an example, this could include the development of a NorthStar MRPR buy-in program where our DMOs can access Contractor's services via a tiered monthly retainer.

- **Media Communications:** Create, proof and issue appropriate in-market pitches as required for sharing with media in the market throughout the year. Using a creative and proactive approach, monitor for and identify opportunities to pitch Alberta content in trends, roundups, human interest pieces etc. Working with the Travel Alberta content team, or a Client team identified by Travel Alberta, monitor for and identify pieces that may be picked up in earned media. All content written by Contractor will be approved by Client prior to distribution.
- **Destination Familiarity:** Maintain familiarity with Travel Alberta's key experiences, destinations and need regions, or other Client identified priorities. Remain up to date on product changes, new offerings and timely stories, working very closely with the Client. If/when new Contractor members are added to the Travel Alberta account, they are required to attend and/or join a familiarization trip (FAM) that is already planned to familiarize themselves with Alberta's product offerings.
- **Media Visits to Alberta:** Assist Travel Alberta in executing 4-8 group media visits and 10-15 individual media visits to Alberta per year. This includes pitching, vetting and inviting media, providing feedback on story angles and itinerary timing, and working closely with the Client on travel logistics and expectations. Maintain an ongoing media hosting report to ensure individual and media visits are producing expected outcomes.
- **In-Market Media Missions, Events and Deskside Meetings:** Organize and coordinate in-market media missions and events such as International Media Marketplace or the Society of American Travel Writers, media missions and deskside meetings for Client representative(s) with influential media and brands as required.
- **Market Intelligence:** Contractor will provide Client with ongoing market intelligence, including travel trends, changes to the media landscape, competitive activity, etc. regularly throughout the year.
- **Media Measurement:** Earned media reports will be provided on a monthly, quarterly and annual basis, or other schedule as requested by Client. Contractor will also provide web links to and/or PDF of media coverage achieved. Contractor will also provide a synopsis of the significance of media coverage achieved. Contractor will provide direction on industry best practices for media measurement.

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- **Measurement Criteria:** Achieving the agreed-upon goals set in the annual strategy for the promotion of Travel Alberta. Quality and quantity of key message delivery and targeted placements, and impressions achieved according to the MRPR strategy. Ensure deliverables are on time and on budget. Contributing to search lift.
 - **Communication:** Contractor and Travel Alberta will have bi-weekly status and project meetings, which will include progress reports detailing project work, achievements and priorities.
 - **Account Leadership:** Ongoing Director-level input, guidance and strategic direction from Contractor.
 - **Team Availability and Crisis Communications:** Serve as market-based media office for Client. Contractor will have at least one person full-time contactable during regular business hours. In the event of in-market media visits, major projects or crisis situations, Contractor will have individuals available on weekends and during public holidays.
2. **Travel Trade Services** Contractor will provide US travel trade services to Client. Services will be requested from time to time by Travel Alberta and directed by the Client, as set out in this Schedule 1. Contractor will perform the following services under the strategic direction of Travel Alberta's Business Director of Business Development and the Manager – Business Development, or other individual(s) identified by Travel Alberta from time to time. The scope of the US travel trade services are as follows:
- **USA Travel Trade Support:** With support and direction from the Travel Alberta head office team, Contractor will execute and deliver programs that supports the distribution and sales of Alberta's tourism experiences in the US market and generate awareness and desire to book a vacation to Canada's Alberta. Programs will be created in alignment with Travel Alberta's three-year business plan that are measured and evaluated by defined performance targets.
 - **Trade Media Support:** Contractor will be responsible for US Travel Trade Media relationships and developing a Trade Media plan for 2023/24 that ladders up to our overall organizational goals and business objectives, including:
 - Pitching appropriate stories to USA travel trade media;
 - Identifying paid and earned trade media opportunities;
 - Planning Trade Media FAM's;
 - Developing and maintaining strong relationships with Trade Media; and
 - Supporting business Development Manager with notes and contact details of Trade Media where the Development Manager is in market without Contractor.
 - **Consortia Support:** Contractor will be responsible for the management and delivery of tactics to the consortia networks as laid out by the Travel Alberta head office. In addition to contracted tactics, Contractor will be responsible for:


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- The management of Travel Alberta's consortia profile; and
 - Distribution of consortia-related content.

 - **Travel Trade – Tour Operator Support:** Contractor will be responsible for support of communication, content distribution and trainings with US Travel Trade partners. The outline of tactics will be laid out by Travel Alberta head office.

 - **Market Intelligence:** Contractor will provide Travel Alberta with ongoing market intelligence including travel trends, changes to the travel trade or trade media landscape, competitive activity, etc. regularly throughout the year.

 - **Destination Familiarity:** Maintain familiarity with Travel Alberta's key experiences, destinations and need regions. Remain up to date on product changes, new itineraries, indigenous product, and market ready product suitable for the trade channels.

 - **Communication:** Contractor and Travel Alberta will have bi-weekly status and project meetings, which will include progress reports detailing project work, achievements, and priorities.

 - **Measurements and Reporting:** Contractor will be responsible for achieving the agreed-upon goals set in the annual strategy for the promotion of Travel Alberta. This will include the following:
 - Monthly updates on work completed and future months' plans;
 - Sharing results of content distribution;
 - Identify opportunities to grow distribution lists;
 - Identifying opportunities to further leverage Trade Media; and
 - Reporting on attendance at virtual or in-person events as approved by the head office team.
- 3. Non-Retainer Services:** Contractor will provide the following when requested by Travel Alberta and directed by the Client, as set out in this Schedule 1.
- a. Economic Development:** Contractor's Public Affairs team will provide the following services to the Client upon request:
 - Thought leadership business development promotion via earned media;
 - Executive visibility/speaking engagement opportunities;
 - Spokesperson training; and
 - Executive social media content planning and management.

 - b. Travel Trade On-Site Event Attendance:**
 - Preparation for and attendance at travel trade events, conferences, or other gatherings identified by Travel Alberta, including but not limited to: in-person


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training events, trade and media FAMs, sales missions, consortia or industry events and marketplaces.

- For clarity, this section is exclusive of any Contractor preparation and attendance set out in section 1.

Engagement to Perform Services

4. The Corporation will engage the Contractor to perform particular Services (the "**Project**") by delivering a written Service Request to the Contractor containing the following details:
 - a. A Project Contact who will manage and oversee the Project;
 - b. Detailed description of the Project;
 - c. Term and timelines for the Project; and
 - d. Fees and eligible expenses, if any.
5. The Contractor's written confirmation that they are accepting a Service Request, which may be provided via email, shall constitute acceptance of the applicable Service Request in its entirety, and upon acceptance Contractor shall comply with all of the Corporation's specifications contained therein, together with the terms and conditions of this Agreements.

Payments

6. The Corporation will pay the Contractor within 30 days of receipt of the Contractor's accurate invoice for Services rendered. This clause takes precedence over any payment terms contained in a Contractor invoice.
7. In exchange for the Contractor providing the services set out in sections 1 and 2, Travel Alberta will pay the Contractor the monthly retainer fee (the "**Retainer Fee**") set out in section 16.
8. The Retainer fee is exclusive of the following:
 - a. Services set out in section 3, and
 - b. Services directed by a Client other than Travel Alberta ("**Out of Scope Services**")
 (together, ("**Non-Retainer Services**").

Non-Retainer Services will be charged at the rates set out in section 16.

Key Personnel

9. The following individuals are Key Personnel:

Account Management Team
Name: Samantha Lacher, Partner


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Name : Ashley Loiacono, Associate Vice President

- 10. The Contractor’s obligation to provide adequate staffing is not limited to providing the Key Personnel, but is determined by the needs of the Services. Contractor must not reassign or replace Key Personnel without written consent of the Corporation, not to be unreasonably withheld. If any of the Key Personnel become unavailable to perform services in connection with the Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement acceptable to the Corporation. The Corporation shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience. The Corporation may at any time in writing notify Contractor that the Corporation will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Corporation.

Subcontractors

- 11. No subcontractors are approved under this Agreement:
- 12. The Corporation may approve subcontractors in a Service Request. Where subcontractors are approved in a Service Request, the approval applies only to the particular Services performed pursuant to that letter.
- 13. No contractual relationship will exist between the Corporation and any approved subcontractor and Contractor shall be responsible and liable to the Corporation for the performance of the Services by any subcontractor. Contractor shall ensure compliance by subcontractors of the applicable provisions herein.
- 14. Contractor shall fully indemnify and save harmless the Corporation from all actions, claims, damages, costs and expenses whatsoever arising out of any subcontractor’s breach of applicable provisions of this Agreement.
- 15. The Contractor will ensure that all subcontractors obtain and maintain insurance sufficient to meet the requirements of this Agreement.

Rate Schedule

16. The Parties agree to the following Rate Schedule:

Flat Fee Service Rates	
<u>Service Type</u>	<u>Service Rate (%)</u>
Retainer Fee for section 1 services	\$22,000 USD per month

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Retainer Fee for section 2 services	\$7,000 USD per month
Enhanced Reporting. Upon request only.	\$1,000 USD per month
On-site Travel Trade Event Attendance. Upon request only.	\$2,000 USD per day, billed separately and as agreed-upon in writing ahead of staffing

Hourly Service Rates	
<u>Service Type</u>	<u>Hourly Rate (\$)</u>
Economic Development services	\$250 USD per hour
Out of Scope services	\$250 USD per hour

17. If any position titles listed in this Rate Schedule change during the Term, the rate for the position title most closely matching that in this Rate Schedule will be used. If the scope of duties encompassed by any position title listed in this Rate Schedule changes during the Term of this Agreement, the applicable rate will be the lower of the rate listed above or the rate for the position that adopts that scope of work.
18. Rates in this Rate Schedule may be re-evaluated annually. Upon the written agreement of both Parties, lower rates for any or all service types or positions, or a discount applied to all rates herein may be substituted for the above rates. In no instance will higher rates be substituted.
19. Any additional costs or projects will be assessed on a case-by-case basis by Travel Alberta. Projects will be approved upon review of a detailed Statement of Work (SOW). For additional projects that fall outside of retainer services, payment for services rendered to be paid when supporting documentation has been provided and the Corporation is satisfied that the services have been completed. For clarity, payment for services outside of retainer services remains subject to the payment timelines set out in section 6.

Expenses

20. Retainer fee is exclusive of out of pocket costs incurred by Contractor, including but not limited to: travel costs for Contractor / media/ influencers; costs to purchase clipping services, media monitoring services news wire services or broadcast clips; costs for Contractor meals/drinks with media during appointments; Contractor travel expenses required for Corporation business; costs associated with partnerships, and event production costs/fees, but does include Contractor's ordinary operating expenses and administration fees. Unless otherwise expressly allowed by a Service Request, all expenses over \$500 USD must be pre-approved by the Corporation in writing by the Project Contact.
21. Supporting documentation supporting an approved expense must be submitted with the Contractor's invoice. The Corporation reserves the right to request further supporting


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documentation and to deny payment of expenses where, in its sole discretion, there is inadequate documentation.

- 22. If the expenses claimed by the Contractor are properly incurred and submitted pursuant to the terms and conditions of this Agreement and are supported by proper receipts, payments to the Contractor will be made within 30 days of receipt of the Contractor's invoice.

Representations & Warranties

- 23. Statements regarding the performance of Services made by the Contractor in its bid and/or proposal are representations and warranties of the Contractor and form part of this Agreement.

Policies / Program Terms

- 24. Contractor agrees to adhere to read and abide by the requirements in the following Policies and Program Terms:

√	Policies/ Program Terms
√	Appendix A- Vendor and Partner Code of Conduct (attached)
√	Appendix B- Multimedia Library Terms & Conditions (https://multimedia.travelalberta.com/portals/travelalberta/#page/terms-conditions)
√	Appendix C - Media Guide Code of Conduct (attached)

Insurance

- 25. Without limiting its liabilities herein, the Contractor must at its own expense, obtain and maintain the following minimum insurance coverage, in accordance with the *Alberta Insurance Act*, for the duration of the Agreement, unless otherwise specified:
 - a. General liability in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage and including loss of use thereof. Travel Alberta must *not* be added as an additional insured; and
 - b. Errors and omissions insurance in an amount not less than \$1,000,000, insuring Contractor's liability resulting from errors or omissions in the performance of its professional services under this Agreement. This insurance is required to remain



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in place for a period of 12 months following the completion or termination of this Agreement;

- c. The Contractor will require and ensure that its subcontractors obtain and maintain insurance comparable to that required under sections 25 a), b), c) d) and e).
- d. The Contractor must maintain Worker's Compensation coverage for the duration of the Term in the amount required by the Workers' Compensation Board of Alberta as enabled by the Workers' Compensation Act, as amended from time to time.
- e. In the event the Contractor performs work or procures work as defined in the *Occupational Health and Safety Regulations* and the Contractor, or its officers, directors, partners, employees, agents and subcontractors are proprietors or perform an exempt activity as defined by the Worker's Compensation Board, then the Contractor must hold for itself, and must ensure that its officers, directors, partners, employees, agents and subcontractors hold, and maintain Worker's Compensation personal coverage throughout the length of the Term. Contractor must provide evidence, to the satisfaction of the Travel Alberta, of having such personal coverage.

26. All required insurance, except automobile liability insurance, must be endorsed to provide Travel Alberta with 30 days advance written notice of cancellation, including for non-payment of premiums.

Indemnity and Release

27. Indemnity

- a. Notwithstanding the generality of the indemnity provisions in the General Service contract, Corporation shall defend, indemnify and hold harmless Contractor and its parent, subsidiary and affiliated companies and any of their officers, directors, employees, successors and assigns against and from any Claims by a third party that: (a) any materials, information or products provided by or on behalf of Corporation to Contractor for use in providing Services infringes on such party's rights; (b) the negligence or misconduct of any third party that Corporation directs Contractor to engage in connection with this Agreement; (c) any claims made in any Corporation's advertising, marketing or publicity materials or programs (including, but not limited to, any sweepstakes, contests, sponsorships or promotional programs or events) ("**Corporation Materials**"); (d) any Corporation Materials that were not developed or produced by Contractor hereunder and which are furnished by or on behalf of Corporation to Contractor or its affiliates to be placed in media or otherwise distributed, disseminated or used on behalf of Corporation; or (e) use of any of Contractor's

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or third party licensed materials in a manner that is inconsistent with applicable usage restrictions provided to Corporation by Contractor.



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