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Edelman

INTERIM LETTER

January 28, 2008

2008 FEB 26 PM 2:43
CRM&SS/REGISTRATION UNIT

Ms. Jacqui Allan
Head of Transatlantic Network 2020 Program
British Council
British Embassy
3100 Massachusetts Ave, NW
Washington, DC 20008

Dear Ms. Jacqui Allan:

It is Edelman's policy to document in contractual form the terms under which it accepts client assignments so there will be no misunderstandings at a later date. Recognizing, however, that final agreement on the contract can be delayed for various reasons, we ask you or another authorized representative of British Council ("Client") to sign this interim letter authorizing us to commence work on your behalf effective 1/1/08 through 10/31/08 for public relations services set forth in Appendix A. In the event of non payment of an invoice, Edelman may terminate this interim letter. Services shall be rendered by the Washington, DC office of Edelman, unless specifically provided otherwise herein. This letter may be renewed upon the mutual agreement of the parties. In the event this letter expires without renewal, but the parties continue to perform, the terms and conditions of this letter shall govern until renewed or a new agreement is negotiated.

Edelman shall bill Client at the beginning of each month for its professional fees according to the budgeted costs set forth in Appendix A. Edelman shall not be obligated to provide Client with hourly billing detail. We will also bill you a charge equal to 6% of the contract fee for internal expenses. Internal expenses consist of local phone, fax, copier, postage, e-mail, internet/extranet charges and database administration costs. Invoices are due on the invoice date, but won't be deemed late if paid within thirty days. All amounts due under this Agreement shall be billed and paid in US dollars. Edelman reserves the right to adjust the budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). In such instances, Edelman will include an adjustment in the next monthly invoice or render a separate invoice. Unless specifically paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing herein shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing services for Client hereunder. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS INTERIM LETTER AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN HEREUNDER. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

This interim letter shall be construed in accordance with the laws of Illinois, regardless of any conflict of law rules. By signing below, Client authorizes Edelman to begin work on its behalf on the aforestated terms pending finalization of a formal contract with the understanding that we will be governed by the terms of the written contract when it is signed by both parties.

Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

Sincerely,

DANIEL J. EDELMAN, INC.

Robert Rehg

Mr. Robert Rehg
President

Date: 1/28/08

ACCEPTED AND AGREED TO:

BRITISH COUNCIL

J. Allan

Ms. Jacqui Allan
Head of Transatlantic Network 2020 Program

Date: 30/1/08

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APPENDIX A

PROGRAM OF OBJECTIVES

Services/Budget

Communications Program:	$20,000/Month (January 1 – October 31, 2008) **$200,000** Total
Online Advocacy Pre-Launch/Launch Activities:	**$20,000** Total Fee
Online Advocacy Post-Launch Activities:	**$15,000** Total Fee
Total:	**$235,000**
6% Standard Edelman Admin Fee:	**$14,100**
Total Contract Fee:	**$249,100**

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