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OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by 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 this 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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://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: http://www.fara.gov.

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, Counterespionage 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 and Address of Registrant	2. Registration No.
Development Counsellors International, Ltd. 215 Park Ave. South, Suite 1403, New York, NY 10003	4777

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Barcelona Turisme Convention Bureau	Passatge de la Concepció, 7-9 08008 Barcelona (Spain)

5. Indicate whether your foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* Consortium of Turisme de Barcelona
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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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.

The Consortium of Turisme de Barcelona is the official entity for promoting and boosting the tourism, cultural, commercial offer in Barcelona and its environment, created in 1993 by the City Council of Barcelona, the Official Chamber of Commerce, Industry and Navigation of Barcelona, and the Foundation for the Promotion of Barcelona.

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.

The Consortium of Turisme de Barcelona, is an entity with a different legal personality and the necessary capacity to work to fulfil its aims. It was founded on 8 September 1993 by the Barcelona City Council, the Chamber of Commerce, Industry and Navigation of Barcelona and the Foundation for the Promotion of Barcelona.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
April 25, 2017		/s/ Carrie Nepo eSigned

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OMB No. 1124-0004; Expires April 30, 2017

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 http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://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: http://www.fara.gov. .

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, Counterespionage 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	2. Registration No.
Development Counsellors International, Ltd.	4777

3. Name of Foreign Principal

Barcelona Turisme Convention Bureau

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

As Turisme de Barcelona's North American office, DCI will promote Barcelona as a meetings, conventions and incentives destination to meeting planners and program decision makers in the USA and Canada markets.

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

As Turisme de Barcelona's North American office, DCI will promote Barcelona as a meetings, conventions and incentives destination to meeting planners and program decision makers in the USA and Canada markets.
Kick Off Meeting & Immersion Tour: Meet with BCB to present yearly plan, North American industry trends and conduct site inspection of Barcelona.
Meeting Planner Perception Study Execute a perception study and provide raw data and analysis to BCB.
Most Wanted List Create and target 25 top corporate and incentive agencies and 25 associations for Barcelona.
Lead Generation and Sales Support Generate, follow up and qualify sales leads in the U.S. and Canada on behalf of BCB. (includes Cvent qualification/lead catcher status.)
Digital Marketing Design and implement four (4) email campaigns to qualified international meeting planners and MICE media from DCI's database.
Research Research and qualify ICCA monthly North American leads.
Sales Mission Organize two sales missions, inclusive of networking events and one-one appointments, securing 15-18 appointments.
Sales Appointments Secure up to 12 unescorted appointments with planners and/or MICE media for BCB.
Monthly Reports & Conference Calls Provide 12 monthly reports that recap the sales activities and results for the prior month and preview the activity for the month ahead.
Monthly Reports & Conference Calls Provide 12 monthly reports that recap the sales activities and results

9. Will the activities on behalf of the 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
April 25, 2017	Carrie Nepo, CFO	/s/ Carrie Nepo eSigned

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

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SERVICES AGREEMENT

This Agreement ("Agreement"), made and entered into this 01 day of January, 2017, by and between the Barcelona office of Turisme de Barcelona at Passatge de la Concepció, 7-9, 08008 Barcelona, Spain ("TDB") and Development Counsellors International at 215 Park Avenue South, 14th Floor, New York, NY 10003 U.S.A. ("Contractor").

I. Services

1.1 During the Term (as defined in section 3 below) of this Agreement, the Contractor shall provide to TDB the following services ("Services") in accordance with the terms and conditions set forth in this Agreement:

(a) Provide the services according to the specifications attached here to as per Appendix A.

2. Compensation

2.1 In compensation for the Services detailed above and **Appendix A** to be provided by the Contractor to TDB, TDB shall pay a compensation ("Compensation") to the Contractor in accordance with the following payment schedule:

2.1.1 Each quarterly payment for professional fees in the amount of $30,600 U.S. Dollars shall be made by TDB to the Contractor upon receipt of an invoice in conformance with the standards of **Appendix A.** The invoice shall be due and payable within 15 days upon receipt of invoice.

2.1.2 Each payment for expenses shall be made by TDB to the Contractor upon receipt of a monthly invoice. This will include a fixed program expense fee covering ongoing communications such as telephone, postage, messengers, couriers and copies. DCI staff travel expenses will be billed as they occur with documentation. Travel expenses will be estimated for TDB approval prior to purchase. The invoice shall be due and payable within 15 days upon receipt of invoice.

3. Term

The term of this Agreement ("Term") shall commence on the date of execution and expire on 31 day of December, 2017, unless extended per the mutual agreement of the Parties.

4. Cancellation

TDB shall have the right to terminate this contract immediately upon notice prior to the end of the Term for: (i) force majeure; (ii) event of a material breach, and (iii) the Contractor's failure to provide the Services specified in **Appendix A.** Either Party shall also be entitled to cancel this Agreement upon 60 days prior written notice. In the event of a cancellation, the

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Contractor shall be entitled to receive payment for fees and expenses incurred prior to the effective date of such termination. The rights, duties and responsibilities of Contractor and TDB shall continue through the cancellation notice period, including Contractor's right to receive fee compensation (or pro-rata portion thereof).

5. Termination

Upon termination, TDB shall pay to the Contractor the compensation for the Services described in Section 2, provided that the Services rendered by the Contractor are complete to TDB's reasonable satisfaction and standards of **Appendix A.**

6. Rights

6.1 Any reports, memoranda, brochures, photographs, slides, pamphlets, recordings, audio-visual works, computer programs, and any other material of any kind and nature specifically created or developed by Contractor under this Agreement ("Work") shall be the sole property of TDB, and TDB will exclusively retain all rights, title and interest in and to such Work (subject to Contractor being fully compensated for such Work).

6.2 To the extent that Work is entitled to protection under the copyright laws of the United States and anywhere in the world, TDB and Contractor agree to the following provisions:

6.2.1 Work has been specifically ordered and commissioned by TDB as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a "work made for hire" as defined under the United States Copyright Act.

6.2.2 Work shall be deemed a commissioned work and a work made for hire to the greatest possible extent permitted by law.

6.2.3 TDB shall be the sole author of the Work and any work embodying the work accordingly to the United States Copyright Act.

6.2.4 TDB is free to edit or change any one or all parts of the Work at any time and for any reason.

6.2.5 To the extent that Work is deemed for any reason not to be a work made for hire, the Contractor agrees to and does hereby irrevocably assign all rights, title and interest in and to such Work, including all copyright rights, to TDB.

6.2.6 The Contractor agrees to waive all moral rights relating to the Work developed or created, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification.

6.3 To the extent that the Contractor desires to copy, publish or otherwise use any work for purposes other than those necessary to provide Services under this Agreement, the Contractor shall obtain prior written permission of TDB which shall not be unreasonably denied, delayed or conditioned.

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"Work" and "work made for hire", as such terms are used in this Agreement, do not include Contractor's ideas, inventions, processes, analyses, templates, techniques and know-how created prior to or separately from this Agreement.

7. Representations and Warranties

The Contractor represents and warrants that:

7.1 it has full power and authority to enter into this Agreement and provide the Services;

7.2 there exists no agreement or restriction which would interfere with or prevent Contractor from entering into this Agreement or rendering the Services described herein;

7.3 the Services shall be performed by the Contractor in a professional manner and in accordance with standards of similarly situated professionals, using its best efforts, judgment and expertise, upon the terms and conditions contained in this Agreement (including, without limitation, any and all appendices);

7.4 the Work the Contractor creates or prepares pursuant to this Agreement will be original or otherwise will not infringe upon the rights of any third party (excluding materials and information supplied by TDB that infringes, misappropriates or violates a third party's copyright or rights of privacy or publicity, or constitutes libel, slander, defamation, or misappropriation under implied contract), and will not have been previously assigned, licensed or otherwise encumbered;

7.5 all Work will conform to the specifications and other criteria agreed upon by the parties, including **Appendix A;** and

7.6 It is in compliance with all laws applicable to Contractor in its ordinary course of business, and has obtained all necessary licenses, permits and requirements necessary to provide the Services contemplated in this Agreement.

TDB represents and warrants that:

7.7 TDB will exercise due diligence in its directions to Contractor regarding the preparation of materials and represents and warrants to Contractor that TDB is able to substantiate all claims and representations made or furnished by TDB or its representatives to Contractor. If TDB furnishes any information or materials for Contractor to use for purposes of this Agreement, TDB represents and warrants to Contractor that TDB has all rights, titles, and interests necessary for Contractor to use such information or materials. It is acknowledged that Contractor cannot undertake to verify facts supplied to it by TDB.

8. Prohibition of Use of Unauthorized Information or Material

8.1 In providing the Services or otherwise performing the duties under this Agreement, the Contractor shall rely exclusively on publicly available or otherwise properly authorized information or sources.

8.2 TDB prohibits and, under no circumstances, authorizes solicitation, collection,

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acceptance, or receipt of any and all unauthorized information or material by the Contractor in performing its duties under this Agreement

8.3 TDB may unilaterally terminate this Agreement at any time during the Term of this Agreement if TDB determines that any information or material has been, or is about to be, obtained in an improper manner, or in violation of any rights of third party, by the Contractor in providing the Services under this Agreement.

9. Remedies

The Contractor hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement by the Contractor or its officers, employees, consultants, or agents, TDB shall be entitled to compensation for actual damages (subject to Section 10 below) for any loss incurred by reason of such breach or threatened breach, including all reasonable attorneys' fees and costs. The Contractor further agrees that any such breach or threatened breach of this Agreement may result in irreparable injury to TDB, for which monetary damages may be an inadequate remedy, and agree that TDB shall be entitled to temporary and permanent injunctive relief as necessary to restrain such breach or threatened breach and to otherwise specifically enforce the provisions of this Agreement.

10. Indemnification and Liability

TDB shall indemnify, and hold harmless, Contractor, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to Contractor arising as a result of: (i) Contractor's use of materials, releases, reports, or information supplied to Contractor by, or on behalf of, TDB; (ii) the nature or use of TDB's products or services;
(iii) TDB's breach of any provision of this Agreement; or (iv) TDB's negligence or willful misconduct.

The Contractor shall indemnify, and hold harmless, TDB, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to TDB by reason of any breach by Contractor of its obligations under this Agreement and from any negligent acts taken by the Contractor pursuant to this Agreement.

Neither Party shall be liable under any circumstance to the other Party for any special, consequential, punitive, incidental, lost profit or other indirect damages, even if advised of the possibility of the same. Either Party's total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received by Contractor from TDB for the particular project(s) which form(s) the basis of such claim.

11. Confidentiality

11.1 All written and oral communications between TDB and the Contractor shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by TDB.

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11.2 Contractor shall not disclose or use, either during or after the Term, and proprietary or confidential information of TDB without TDB's prior written permission except to the extent necessary to perform the Services on TDB's behalf.

11.3 Proprietary or confidential information shall include, without limitation, the written, printed, graphic or electronically recorded materials of any contents furnished by TDB for Contractor to use.

11.4 Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction or which is rightfully obtained by Contractor from sources other than TDB.

11.5 This confidentiality obligation shall survive the expiration or cancellation of this Agreement.

12. Non-Solicitation

During the term of this Agreement and for a period of one year after its termination, both Parties agree that it shall not for its purposes or for the purposes of any third-party, directly or indirectly through a separate legal entity, hire or solicit for hire, whether by employment or as an independent contractor, any Contractor personnel who has worked with TDB in connection with this Agreement. Nothing in this section shall prohibit a Party or any of its affiliates from employing or otherwise engaging any such individual who: (a) approaches the hiring party for employment or retention without prior solicitation on such party's part, (b) is hired as the result of the use of an independent employment agency (so long as the agency was not directed to solicit such individual), (c) is hired as a result of the use of a general solicitation (such as an advertisement) not specifically directed at the other Party's employees, (d) is a former employee who had been terminated prior to solicitation, hiring or engagement of such individual or (e) has applied for employment with the hiring party prior to the date hereof as supported by written evidence. The non-solicitation obligations may be waived with the prior written consent of an authorized officer of the other party, which for Contractor shall be its Managing Partner/Tourism Practice.

13. Public Disclosure of the Agreement

The existence and content of this Agreement shall not be treated as confidential. TDB may disclose for public inspection any and all part of this agreement.

14. Notice

Any notice given pursuant to this Agreement must be in writing and given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses set out above, or as changed through notice to the other pa1ty given pursuant to this subsection. Notice will be deemed effective on the date it is delivered to the addressee) if sent by hand, on the next business day after delivery to the courier if sent by overnight courier, or within three (3) business days after mailing. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

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If to TDB:

Turisme de Barcelona
Passatge de la Concepció, 7-9
08008 Barcelona, Spain

If to Contractor:

Development Counsellors International
215 Park Avenue South, 14th Floor
New York, NY 10003 U.S.A.

15. Compliance with Applicable Law and Ethical Standards

15.1 In providing the Services under this Agreement, Contractor shall strictly adhere to any and all applicable federal and state laws and regulations including, if applicable, the Foreign Corrupt Practices Act of 1977, the Foreign Agents Registration Act of 1938, as amended.

15.2 In providing the Services under this Agreement, it is prohibited for Contractor to receive monetary or non-monetary rewards including but not limited to the payment of meals, entertainment, and other services.

16. Governing Law and Dispute Resolution

This Agreement shall be construed in accordance with and governed by the laws of the State of New York. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration in New York City, New York, in accordance with the laws of the State of New York.

17. Assignment

Neither Party shall assign this Agreement or any part hereof without the prior written consent of the other party.

18. Successors

This Agreement shall be binding upon the parties and their respective successors and assignees.

19. Severability

If any provision of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

20. No Waiver

The failure of either party to insist upon a strict performance, or to seek remedy, of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a

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waiver or relinquishment for the future of such term, condition, right, remedy or election, but such term condition, right, remedy or election shall continue and remain in force and effect. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy of such party. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.

21. Representation of Competitive Entities

DCI must receive TDB's approval to work within the MICE sector with destination within Spain or other entity within Spain.

22. Entire Agreement

This Agreement (including all appendices or other attachments) constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, regarding its subject matter. This Agreement (including all appendices or other attachments) may be modified only in an amendment signed by both parties.

23. Headings

Headings are supplied in this Agreement for the purpose of convenient reference and do not constitute part of this agreement.

24. Counterparts

This Agreement may be executed in any number of counterparts and by facsimile or electronic transmission (in pdf format), and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

For:

Name: _____

Title: _____

Date: _____

For:

Name: _____

Title: _____

Date: _____

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Appendix A

As Turisme de Barcelona's North American office, DCI will promote Barcelona as a meetings, conventions and incentives destination to meeting planners and program decision makers in the USA and Canada markets.

Kick Off Meeting & Immersion Tour:	Meet with BCB to present yearly plan, North American industry trends and conduct site inspection of Barcelona.
Meeting Planner Perception Study	Execute a perception study and provide raw data and analysis to BCB.
Most Wanted List	Create and target 25 top corporate and incentive agencies and 25 associations for Barcelona.
Lead Generation and Sales Support	Generate, follow up and qualify sales leads in the U.S. and Canada on behalf of BCB. (includes Cvent qualification/lead catcher status.)
Digital Marketing	Design and implement four (4) email campaigns to qualified international meeting planners and MICE media from DCI's database.
Research	Research and qualify ICCA monthly North American leads.
Sales Mission	Organize two sales missions, inclusive of networking events and one-one appointments, securing 15-18 appointments.
Sales Appointments	Secure up to 12 unescorted appointments with planners and/or MICE media for BCB.
Monthly Reports & Conference Calls	Provide 12 monthly reports that recap the sales activities and results for the prior month and preview the activity for the month ahead.
2018 Marketing Plan	Provide TDB with a marketing plan for January 2018, 90 days prior to the end of the contract.

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ACUERDO DE SERVICIOS

Este Acuerdo ("Acuerdo"), se concierta y celebra el 1 de enero de 2017, entre la Oficina de Turismo de Barcelona, ubicada en Passatge de la Concepció, 7-9, 08008, Barcelona, España ("TDB") y Development Counsellors International, ubicado en 215 Park Avenue South, Piso 14, New York, NY 1003 USA ("Contratista").

1. Servicios

1.1 Durante la duración de este Acuerdo (como se define en la sección 3 abajo), el Contratista proveerá a TDB los siguientes servicios ("Servicios") de acuerdo con los términos y condiciones expresados en este Acuerdo:

(a) Proveer los servicios de acuerdo con las especificaciones anexas en el Apéndice A.

2. Compensación

2.1 En compensación por los Servicios detallados arriba y en el **Apéndice A,** que el Contratista proveerá a TDB, TDB deberá pagar una compensación ("Compensación") al Contratista según el siguiente calendario de pagos:

2.1.1 Cada pago trimestral por servicios profesionales, por $30 600 dólares de Estados Unidos, deberá ser realizado por TDB al Contratista al recibir una factura que esté en concordancia con los estándares del Apéndice A. La factura será pagadera dentro de 15 días tras el recibo de la factura.

2.1.2 Cada pago por gastos deberá ser realizado por TDB al Contratista al recibo de una factura mensual. Esto incluirá una tarifa fija de gastos del programa, que cubrirá comunicaciones como teléfono, correo, mensajeros, servicios de mensajería y copias. Los gastos de viajes del personal de DCI se facturarán a la medida que ocurran con la documentación respectiva. Los gastos de viajes serán calculados antes de la compra para que TDB los apruebe. La factura vencerá y será exigible dentro de los 15 días posteriores a su recibo.

3. Plazo

El Plazo de este Acuerdo ("Plazo") comenzará en la fecha de su ejecución y expirará el 31 de diciembre de 2017, a menos que sea extendido por mutuo acuerdo por las dos Partes.

4. Cancelación

TDB tendrá derecho a poner fin a este contrato antes del cumplimiento del plazo, con notificación previa por: (i) fuerza mayor; (ii) en caso de incumplimiento grave, y iii) si el Contratista no proveyera los servicios especificados en el **Apéndice A.** Las dos partes también tendrán derecho a cancelar este Acuerdo en 60 días, previa notificación por escrito. En caso de cancelación, el Contratista tendrá derecho a recibir el pago de tarifas y gastos incurridos antes de la fecha efectiva de la recepción de la comunicación de dicha terminación. Los derechos, deberes y

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responsabilidades del Contratista y de TDB continuarán durante el período de notificación de la cancelación, incluyendo el derecho del Contratista a recibir compensación de tarifas (o la porción proporcional respectiva) en que hubiera incurrido hasta la notificación.

5. Terminación

A la terminación del Acuerdo, TDB pagará al Contratista la compensación por los Servicios descritos en la Sección 2, siempre y cuando los Servicios prestados por el Contratistas sean completados según los estándares del **Apéndice A** y a satisfacción razonable de TDB.

6. Derechos

6.1 Cualquier informe, memorando, folleto, fotografía, diapositiva, panfleto, grabación, trabajo audiovisual, programa de computadora, y cualquier otro material de cualquier naturaleza específicamente creado o desarrollado por el Contratista bajo este Acuerdo ("Trabajo"), será de única propiedad de TDB, y TDB retendrá con exclusividad todos los derechos, títulos e intereses sobre dicho Trabajo (sujeto a que el Contratista sea compensado completamente por dicho Trabajo).

6.2 En la medida en que el Trabajo tenga derecho a protección bajo las leyes de propiedad intelectual de los Estados Unidos y cualquier lugar en el mundo, TDB y el Contratista acuerdan las siguientes disposiciones:

6.2.1 El Trabajo ha sido específicamente ordenado y comisionado por TDB como una contribución a un trabajo colectivo, trabajo suplementario u otra categoría de trabajo que se pueda considerar como "trabajo por encargo", según se define bajo la Ley de Propiedad Intelectual de Estados Unidos.

6.2.2 El Trabajo deberá ser considerado como un trabajo contratado y una obra por encargo al máximo grado permitido por la ley.

6.2.3 TDB deberá ser el único autor del Trabajo y de cualquier trabajo que contenga el trabajo de acuerdo con la Ley de Propiedad Intelectual de Estados Unidos.

6.2.4 TDB es libre de editar o cambiar parcial o totalmente el Trabajo en cualquier momento y por cualquier razón.

6.2.5 En la medida en que el Trabajo por cualquier razón sea considerado no haber sido hecho por contrato, el Contratista acuerda y por este medio asigna a TDB irrevocablemente todos los derechos, títulos e interés en ese Trabajo, incluyendo todos los derechos de Propiedad Intelectual.

6.2.6 El Contratista acuerda renunciar a todos los derechos morales relacionados con el Trabajo desarrollado o creado, incluyendo sin limitaciones cualquiera y todos los derechos de identificación de autoría y cualquiera y todos los derechos de aprobación, restricción o limitación de uso o modificación subsecuente.

6.3 En la medida en que el Contratista desee copiar, publicar o usar cualquier Trabajo para

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propósitos distintos de los necesarios para proveer los servicios bajo este Acuerdo, el Contratista deberá obtener aprobación previa de TDB, la cual no podrá ser denegada, retardada o condicionada sin causa justificable

"Trabajo" y "trabajo hecho por encargo", como se usan esos términos en este Acuerdo, no incluyen las ideas, invenciones, procesos, análisis, patrones, técnicas y conocimientos técnicos creados antes o fuera de este Acuerdo.

7. **Declaraciones y Garantías**

El Contratista declara y garantiza que:

7.1 Tiene poder absoluto y autoridad para suscribir el presente Acuerdo y proveer los Servicios;

7.2 No existe acuerdo o restricción alguna que pueda interferir o impedir que el Contratista suscriba el presente Acuerdo o rinda los servicios descritos en él;

7.3 Los Servicios deberán ser brindados por el Contratista de una manera profesional y de acuerdo con los estándares de profesionales similares, usando los mejores esfuerzos, criterios y conocimientos, según los términos y condiciones contenidos en el presente Acuerdo (incluyendo, sin limitaciones, cualquiera y todos los apéndices);

7.4 El Trabajo que el Contratista cree o prepare a partir del presente Acuerdo deberá ser original o, en cualquier caso, no deberá infringir en los derechos de una tercera parte (excluyendo los materiales y la información proporcionados por TDB que infrinjan o violen los derechos de propiedad de una tercera parte o sus derechos de privacidad o publicidad, o constituyan libelo, calumnia, difamación o apropiación indebida bajo el contrato implicado), y que no hayan sido previamente asignados, licenciados o comprometidos;

7.5 Todo Trabajo se conformará a las especificaciones y otros criterios acordados por las partes, incluyendo el **Apéndice A**; y,

7.6 Cumple con todas las leyes aplicables al Contratista en el curso normal de sus negocios, y ha obtenido todas las licencias necesarias, permisos y requisitos necesarios para proveer los Servicios contemplados en este Acuerdo.

TDB declara y garantiza que:

7.7 TDB ejercerá debida diligencia en sus instrucciones al Contratista sobre la preparación de materiales, y declara y garantiza al Contratista que TDB es capaz de probar todos reclamos y declaraciones hechos o entregados por TDB o sus representantes al Contratista. Si TDB presenta cualquier información o materiales para que el Contratista los use para los propósitos de este Acuerdo, TDB declara y garantiza que TDB posee todos los derechos, títulos e intereses necesarios para que el Contratista use dicha información o materiales. Se reconoce que el Contratista no puede verificar hechos entregados por TDB.

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8. Prohibición de Uso de Información o Material No Autorizados

8.1 Al proveer los Servicios o realizar las obligaciones según este Contrato, el Contratista se apoyará exclusivamente en información o fuentes disponibles públicamente o debidamente autorizadas.

8.2 TDB prohíbe y bajo ninguna circunstancia autoriza el pedido, la recolección y la aceptación o recibo de toda información o material no autorizados por parte del Contratista al realizar sus obligaciones bajo este Acuerdo.

8.3 TDB puede terminar unilateralmente este Acuerdo en cualquier momento durante el Plazo de este Acuerdo si TDB determina que cualquier información o material han sido, o están a punto de ser, obtenidos de una manera inadecuada, o en violación de los derechos de una tercera parte, por el Contratista que provee los Servicios bajo este Acuerdo.

9. Recursos

El Contratista reconoce y acuerda que, en caso de cualquier violación o amenaza de violación de este Acuerdo por el Contratista o sus funcionarios, empleados o agentes, TDB tendrá derecho a compensación por los daños reales (sujetos a la Sección 10 más abajo) por cualquier pérdida incurrida debido a dicha violación o amenaza de violación, incluyendo todos los costos y tarifas legales razonables. El Contratista además acuerda que cualquier violación o amenaza de violación de este Acuerdo puede resultar en daños irreparables a TDB, para los cuales una reparación monetaria puede resultar un remedio inadecuado, y acuerda que TDB podrá tener derecho a medidas cautelares temporales o permanentes si son necesarias para refrenar tal violación o amenaza de violación y para hacer cumplir las disposiciones de este Acuerdo.

10. Exoneraciones y Obligaciones

TDB exonerará, y eximirá de toda responsabilidad, al Contratista, sus directores, empleados y agentes contra cualquier demanda, pérdidas, obligaciones, sanciones, costos y gastos (incluyendo, pero no limitándose a, tarifas razonables de abogados), incurridas o causadas al Contratista que resulten de: i) El uso por el Contratista de materiales, notas, informes, o información provista al Contratista por, o en nombre de, TDB; ii) la naturaleza o el uso de los productos o servicios de TDB; iii) la violación por parte de TDB de cualquier disposición de este Acuerdo; o iv) negligencia o mala conducta voluntaria por parte de TDB.

El Contratista exonerará, y eximirá de toda responsabilidad, a TDB, sus directores, empleados y agentes contra cualquier demanda, pérdidas, obligaciones, sanciones, costos y gastos (incluyendo, pero no limitándose a, tarifas razonables de abogados), incurridas o causadas a TDB por cualquier violación de sus obligaciones por parte del Contratista bajo este Acuerdo, y de cualquier acto de negligencia realizado por el Contratista después de la firma de este Acuerdo.

Ninguna de las Partes será responsable bajo ninguna circunstancia hacia la otra Parte por cualquier daño consecuente, punitivo o incidental, por beneficios perdidos u otros daños

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indirectos, aun si fuera aconsejado acerca de la posibilidad de recibirlos. La responsabilidad total de cualquiera de las dos Partes por cualquier reclamo de cualquier tipo resultante o relacionado con este Acuerdo, sea basado en contrato, garantía o cualquier otra base legal o equitativa, se limitará a los montos recibidos por el Contratista de TDB para el proyecto particular que forme la base de dicho reclamo.

11. Confidencialidad

11.1 Toda comunicación escrita y oral entre TDB y el Contratista será mantenida en confidencialidad y no será revelada a ninguna otra parte a menos que se obtenga previamente de TDB el permiso escrito respectivo.

11.2 El Contratista no podrá revelar o usar, sea durante o después del Plazo, cualquier información de TDB sin la autorización previa de TDB excepto en la medida en que sea necesario para realizar los Servicios a nombre de TDB.

11.3 La Información privilegiada o confidencial podrá incluir, sin limitaciones, materiales escritos, impresos, gráficos o grabados electrónicamente de cualquier contenido proporcionados por TDB para el uso del Contratista.

11.4 El Contratista no será impedido de usar cualquier material que esté disponible públicamente, que ya esté en posesión o sea conocido por el Contratista sin restricción, o que sea obtenido de manera correcta por el Contratista de fuentes diferentes de TDB.

11.5 Esta obligación de confidencialidad seguirá vigente después de la expiración o cancelación de este Acuerdo.

12. No Solicitud de Contratación

Durante el período de este Acuerdo, y por el período de un año después de su terminación, ambas Partes acuerdan que, por su propia cuenta o por los propósitos de cualquier tercera Parte, directa o indirectamente a través de una entidad legal distinta, no contratarán o solicitarán la contratación, sea para empleo o como contratista independiente, a cualquier miembro del personal del Contratista que haya trabajado con TDB en conexión con este Acuerdo. Nada en esta sección impedirá a cualquiera de las Partes o cualquiera de sus afiliados emplear o involucrar de cualquier otra forma a cualquier individuo que: a) aborde a la parte contratante para empleo o retención sin petición previa por dicha parte; b) sea contratado como resultado del uso de una agencia de empleo independiente (en tanto la agencia no haya sido instruida a abordar a dicho individuo); c) sea contratada como resultado del uso de una convocatoria general (como un anuncio) que no haya sido dirigida específicamente hacia los empleados de la otra Parte; d) es un ex empleado que ha sido despedido antes de la petición o contratación de dicho individuo, o e) haya solicitado empleo a la parte contratante antes de la fecha de este Acuerdo, y pueda comprobarlo por escrito. Las obligaciones de no solicitar empleo pueden ser eximidas con la autorización previa de un funcionario autorizado de la otra parte, quien para el Contratista será su Socio Director/Consultor de Turismo.

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13. Divulgación Pública de este Acuerdo

La existencia y el contenido de este Acuerdo no serán considerados como confidenciales. TDB podrá divulgar para inspección pública cualquier parte o la totalidad de este Acuerdo.

14. Notificaciones

Cualquier notificación en conformidad con este Acuerdo debe ser hecha por escrito y entregada por servicio de mensajería, personalmente, o por correo certificado de los Estados Unidos, con acuse de recibo solicitado y franqueo pre-pagado, a las direcciones escritas más arriba, o según éstas sean cambiadas a través de una notificación a la otra parte conforme con esta subsección. La notificación se considerará efectiva en la fecha en que sea entregada al destinatario, si se entrega en persona, al siguiente día hábil de su entrega al servicio de mensajería si se entrega por mensajería rápida, o tres (3) días hábiles después de su envío. Cualquiera de las partes puede cambiar su dirección para recibir notificaciones si se lo notifica a la otra parte de acuerdo con esta Sección.

Si se envía a TDB:

Turisme de Barcelona
Passatge de la Concepció, 7-9
08008 Barcelona, Spain

Si se envia al Contratista:

Development Counsellors International
215 Park Avenue South, 14th Floor
New York, NY 10003 U.S.A.

15. Cumplimiento con la Ley Pertinente y Estándares Éticos

15.1 Al proveer los Servicios bajo este Acuerdo, el Contratista cumplirá estrictamente con todas las leyes y regulaciones federales y estatales aplicables, incluyendo, si son relevantes, la Ley de Prácticas Corruptas en el Extranjero de 1977, y la Ley de Registro de Agentes Extranjeros de 1938, enmendada.

15.2 Al proveer los servicios bajo este Acuerdo, se prohíbe al Contratista recibir dotaciones monetarias o no monetarias incluyendo, pero no limitándose al pago de comidas, entretenimiento, y otros servicios.

16. Ley Aplicable y Resolución de Disputas

Este Acuerdo deberá interpretarse de acuerdo con y bajo las leyes de España. Cualquier disputa, controversia o demanda que resulte de este Acuerdo o se relacione con él, o su terminación, será resuelta por arbitraje en la ciudad de Barcelona, de acuerdo con las leyes de España.

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17. Traspaso

Ninguna de las Partes podrá traspasar este Acuerdo o cualquier parte de él sin el consentimiento previo, por escrito, de la otra parte.

18. Sucesores

Este Acuerdo será vinculante para las partes y sus respectivos sucesores y cesionarios.

19. Disociabilidad

Si cualquier disposición de este Acuerdo o que resulte de este Acuerdo a cualquier persona o circunstancia resultara inválido, dicha falta de validez no deberá afectar cualquier otra provisión o aplicación de este Acuerdo que pueda cumplirse sin la disposición o aplicación inválida, y para ello las provisiones de este Acuerdo son declaradas divisibles.

20. No Exoneración

Si cualquiera de las partes no insistiera en un desempeño estricto, o no recurriera a cualquiera de los términos y condiciones de este Acuerdo o no ejerciera algún derecho, remedio o elección especificados en este Acuerdo o permitidos por la ley, ello no constituirá ni se interpretará como una renuncia o abandono en el futuro de dicho término, condición, derecho, remedio o elección, sino que dicho término, condición, remedio o elección deberá continuar y permanecer vigente y en efecto. Todos los derechos o remedios de cualquier parte especificados en este Acuerdo y todos los demás derechos o remedios que cualquiera de las partes pueda tener conforme a derecho o por equidad o de cualquier otro modo serán derechos o remedios diferenciados, separados y acumulativos, y ninguno de ellos, sean ejercidos por la parte que busque su aplicación o no, serán considerados en exclusión de cualquier otro derecho o remedio de dicha parte. Cualquier consentimiento, renuncia o aprobación por cualquiera de las partes de cualquier acto o materia debe ser por escrito y se aplicará solo al acto particular o a la materia a la que se dé dicho consentimiento o aprobación.

21. Representación de Entidades Competitivas

DCI debe recibir la aprobación de TDB para trabajar dentro del sector MICE con destino dentro de España u otra entidad dentro de España.

22. Totalidad del Acuerdo

Este Acuerdo (incluidos todos los apéndices y otros adjuntos) constituye el Acuerdo completo entre las Partes y reemplaza todos los acuerdos previos, escritos u orales, con respecto a esta materia. Este Acuerdo (incluyendo todos los apéndices u otros adjuntos) puede ser modificado únicamente con una enmienda firmada por ambas partes.

23. Encabezados

Los encabezados se proveen en este Acuerdo para referencia conveniente y no constituyen parte de este Acuerdo.

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24. Contrapartes

Este Acuerdo se puede ejecutar en cualquier número de contrapartes y por facsímil o transmisión electrónica (en formato pdf), y cada contraparte será considerada como un instrumento original, pero todas las dichas contrapartes en conjunto constituirán un solo Acuerdo.

EN FE DE LO CUAL, las partes han ejecutado este Acuerdo en el día y la fecha antes indicados.

Por: Turisme de Barcelona

Nombre: Jordi William Carnes

Título: Director General

Fecha: 27 de diciembre de 2016

Por: Development Counsellors International

Nombre: Karyl Leigh Barnes

Título: Managing Partner

Fecha:

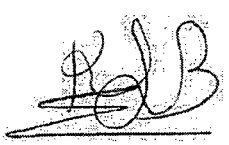
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Apéndice A

Al funcionar como la oficina de turismo de Turismo de Barcelona en Norteamérica, DCI promoverá a Barcelona como un destino de encuentros, convenciones e incentivos a los planificadores de destinos y responsables de programas.

Encuentro Inaugural y Tour de Inmersión	Reunirse con BCB para presentar el plan anual y las tendencias de la industria, y para realizar la inspección en sitio de Barcelona.
Estudio de Percepción de los Planificadores de Reuniones	Realizar un estudio de percepción y entregar datos en bruto y análisis a BCB.
Lista de los Más Buscados	Crear y apuntar a las 25 agencias corporativas y de incentivos y a 25 asociaciones para Barcelona.
Generación de Contactos y Apoyo a Ventas	Generar, hacer el seguimiento y calificar clientes potenciales en los Estados Unidos y Canadá a nombre de BCB.
Marketing Digital	Diseñar e implementar cuatro (4) campañas por correo electrónico dirigidas a planificadores de eventos internacionales calificados y a medios de MICE de la base de datos de DCI.
Investigación	Investigar y calificar los clientes potenciales mensuales de ICCA en Norteamérica.
Misión de Ventas	Organizar dos misiones de ventas, inclusivas de eventos de conexión profesional y citas uno-a-uno, para asegurar 15-18 citas.
Citas de Ventas	Asegurar hasta 12 citas con planificadores y/o medios de MICE para BCB.
Informes Mensuales y Teleconferencias	Entregar 12 informes mensuales con un resumen de las actividades de ventas y los resultados del mes anterior, y con un anticipo de la actividad del mes siguiente.
Plan de Marketing 2018	Entregar al BCB el plan de marketing antes del 1 de Octubre de 2017 (es decir 90 días antes de la finalización del contrato).



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