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OMB No. 1124-0006; Expires July 31, 2023

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 https://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 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 .22 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
Development Counsellors International

2. Registration Number
4777

3. Primary Address of Registrant
215 Park Ave. South, Suite 1403
New York, NY 10003

4. Name of Foreign Principal
Department of Culture and Tourism - Abu Dhabi

5. Address of Foreign Principal
Nation Towers offices, Corniche, Abu Dhabi
P. O. Box 94000

6. Country/Region Represented
Abu Dhabi, UAE

7. Indicate whether the 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)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Department of Culture and Tourism - Abu Dhabi

b) Name and title of official with whom registrant engages
Saood Abdulaziz Mohamed Al Hosani
Undersecretary

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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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

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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	
October 27, 2021	Karyl Leigh Barnes	Sign	/s/ Karyl Leigh Barnes	eSigned
		Sign		
		Sign		
		Sign		

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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	2. Registration Number
Development Counsellors International	4777

3. Name of Foreign Principal

Department of Culture and Tourism - Abu Dhabi

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? 05/01/21

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

North America representation contract to lead the development and operational management of Department of Culture and Tourism - Abu Dhabi trade, MICE and consumer marketing in North America and serve as the main point of contact in market for B2B and B2C needs.

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

This is achieved through the delivery of sales and marketing efforts including research, sales calls, trade shows and marketing campaigns.

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

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 registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

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 register[3] 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 ☒

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

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

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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	
October 26, 2021	Karyl Leigh Barnes	Sign	/s/ Karyl Leigh Barnes	eSigned
		Sign		
		Sign		
		Sign		

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دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE AND TOURISM

Department of Culture and Tourism – Abu Dhabi

and

Development Counsellors International Ltd.

Service Agreement

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دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE AND TOURISM

Agreement Ref.: DCT-P-T-SJ-21-003

This **Agreement** is dated **1st May 2021**

Between:

(1) **Department of Culture and Tourism – Abu Dhabi**, established by Law No 8 in 2018, Abu Dhabi, United Arab Emirates **(DCT)**; and

(2) **Development Counsellors International Ltd.**, a limited liability company incorporated in accordance with the laws of State of New York (operating under licence number 13-1945303) whose address is 215 Park Avenue South, Suite 1403, New York, NY 10003 (**Service Provider** or **Agency**).

Background

(A) DCT wishes to appoint the Service Provider to provide certain services in relation to representation services, including but not limited to Provision of Representation Services for DCT in North America.

(B) The Service Provider wishes to accept such appointment on the terms and conditions of this Agreement.

It is agreed as follows:

1 **Definitions and Interpretation**

1.1 **Definitions**

In this Agreement, unless the context otherwise requires, the following definitions apply:

Affiliates means partnerships, corporations and other legal entities that directly or indirectly Control, are Controlled by or are under common Control;

Additional Services means any services ancillary to the main Services requested by DCT from time to time, which are set out in Schedule 11;

Agreement means this agreement including all Schedules and documents stated to be incorporated by reference;

Applicable Law means all applicable statutes, statutory instruments, orders, rules, regulations, instruments, requirements, guidance, provisions and codes of practice (whether or not having the force of law);

Approval Process means the process notified to the Service Provider by DCT in writing, as may be amended from time to time, and which must be followed by the Service Provider for the pre-approval of costs for Additional Services;

Authorised Representative means the DCT Representative and/or the Service Provider Representative as the context requires;

Best Industry Practice means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of business to perform similar services to the Services;

Business Day means any day other than a Friday, Saturday or any public holiday declared by the UAE Ministry of Labour for the private sector in the Emirate of Abu Dhabi;

Change means any change:

(a) to the Services and/or the means or manner and the way in which the Services are provided;

(b) to the nature, level and/or extent of the Services; and/or

(c) in the Locations, or number of Locations, in respect of which the Services are to be provided;

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Change Control Process means the change control process set out in Clause 19;

Confidential Information means information of a Party (and in the case of DCT, information of its Affiliates) that:

(d) is by its nature confidential;

(e) is designated by the providing Party as confidential; or

(f) the recipient Party knows or ought reasonably to know is confidential,

and includes information relating to:

(a) (or comprised of) any Intellectual Property Rights of the disclosing Party;

(b) the financial position and assets or liabilities of the disclosing Party and any other matter that does or may affect the financial position or reputation of the disclosing Party;

(c) the security procedures to be implemented by the Service Provider in connection with the Services; and

(d) the internal management and structure of the disclosing Party or its personnel (including remuneration and performance), policies and strategies of the disclosing Party;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management, business or policies of another, whether through the ownership of shares, by contract or otherwise, or the power to elect or appoint at least 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority and **Controlled** will be construed accordingly;

DCT's Representative means the representative of DCT identified in Schedule 1 and any replacement of or successor to that person;

Effective Date means 1st May 2021**;**

Initial Term will have the meaning ascribed to that term in Clause 3.1;

Insolvency Event means a Party:

(a) becoming insolvent or unable to pay its debts;

(b) ceasing to carry on business, stopping payment of its debts or any class of them or entering into any compromise or arrangement in respect of its debts or any class of them or any step is taken to do any of those things; or

(c) being dissolved or entering into liquidation, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors, any analogous or similar procedure in any jurisdiction or any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction, presentation of a petition or other step is taken by any person with a view to any of those things except where the same is:

(i) instituted by the Party for the purpose of a fully solvent reorganisation; or

(ii) a court process instituted by a creditor and is an abuse of process of the court;

Insurance means the insurance that the Service Provider must take out and maintain during the term of this Agreement, normally taken out by a consultant when providing services similar to the Services, and on terms, with insurers and with coverage in accordance with Best Industry Practices, and which are set out in Schedule 11;

Location means North America;

Loss means any loss, damage, payment, cost (including reasonable legal costs and expenses), expense, award, charge, fine and/or other liability (as the case may be);

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Rights and Approvals means all rights and approvals necessary or appropriate to enable the Service Provider to perform its obligations under this Agreement, including approvals, permits, authorisations, trade and other licenses, consents, non-objections, waivers, releases, visas, work permits, customs duties and any renewals thereof, and any other rights, of similar nature;

Service Charges means the charges for the Services as set out in Clause 13 and Schedule 3;

Service Provider Personnel means those persons engaged in the provision of the Services and includes the personnel of the Service Provider, the Sub-Contractors and the Sub-Contractors' personnel and the personnel of the Service Provider's Affiliates;

Service Provider Representative means the representative of the Service Provider identified in Schedule 1 and any replacement of or successor to that person;

Services means the services detailed in this Agreement, particularly those detailed in Schedule 11;

Sub-Contractor means any person to whom the Service Provider sub-contracts any part of the Services;

Third-Party Provider means a third-party service provider engaged by DCT or any of its Affiliates to perform services in respect of the Services;

Total Fee means the capped amount of Service Charges set out in Clause 13.1; and

UAE means the United Arab Emirates.

1.2 **Interpretation**

In this Agreement, except where the context otherwise requires:

(a) monetary references are references to the currency applicable as per the Service Charges as set out in Schedule 3;

(b) the Clause headings are only for convenience and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross-reference to a Clause number is a reference to all its sub-Clauses;

(d) use of the singular includes the plural (and vice versa) and use of any gender includes the other gender;

(e) a reference to a Party means a party to this Agreement and includes its successors and permitted assigns;

(f) a reference to persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having a separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

(g) a reference to a Recital or Clause is to the relevant recital or clause of this Agreement; a reference to a Schedule is to the relevant schedule to this Agreement; and a reference to a paragraph is to the relevant paragraph in the Schedule to which it appears;

(h) any words following the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and

(i) periods of time will be construed by reference to the Gregorian calendar.

(j) In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement will be as follows:

(i) the body of this Agreement;

(ii) the Schedule to this Agreement; and

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(iii) the documents referred to in this Agreement.

2 **Scope**

2.1 The Service Provider will, from the Effective Date provide the Services to DCT in accordance with the terms of this Agreement.

2.2 The Service Provider will provide the Services as prime contractor and will ensure that all Sub-Contractors are engaged by the Service Provider only in accordance with Clause 11.

2.3 DCT will be entitled to request Additional Services from the Service Provider at any time during the term of this Agreement. The Service Provider will perform such Additional Services in accordance with DCT's instructions. The charges in respect of the Additional Services will be agreed between the Parties in accordance with the Approval Process.

3 **Term of Agreement and Renewal**

3.1 This Agreement will commence on the Effective Date and, will continue in full force and effect for a period of Three (3) Years from and including the Effective Date (the **Initial Term**).

3.2 Any renewal of subsequent terms will be subject to negotiations in good faith between the Parties and in accordance with the procurement policies of DCT.

4 **Service Provider's Obligations**

4.1 The Service Provider will:

(a) comply at all times with any Applicable Law in connection with its performance of this Agreement;

(b) procure and maintain the Rights and Approvals for the term of this Agreement;

(c) carry out the Services in accordance with the terms of this Agreement and the instructions given from time to time by DCT's Representatives;

(d) follow the Approval Process in connection with the procurement of any Additional Services;

(e) co-operate with DCT and its Affiliates, any Third-Party Provider or other contractor that may be engaged by DCT, or any other party associated directly with this Agreement for the purpose of performing the Services;

(f) ensure that the Services are performed to the satisfaction of DCT and that the quality and consistency of the Services meet Best Industry Practice;

(g) put in place reasonable procedures to ensure that it achieves best value for DCT in delivering the Services, including by gathering multiple quotations from suppliers to obtain the best available rates, options and services;

(h) in the context of any Additional Services, procure that the goods or services, as applicable, to be delivered to DCT are of appropriate quality;

(i) ensure that the Services are provided in such a manner as to allow them to be taken over by DCT or a new service provider with minimal disruption when this Agreement is terminated or expires;

(j) maintain up-to-date documentation of the processes and tasks involved in providing the Services in a reasonably sufficient manner to enable DCT or a third party to take the Services over when this Agreement is terminated or expires, and provide such documentation to DCT upon request;

(k) when providing the Services at the Locations, comply with all reasonable security, operational and safety policies of the applicable Third-Party Provider as may be notified to the Service Provider from time to time; and

(l) act in an ethical manner and will not be dishonest, misleading or unfair.

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(m) it will carry out the Services in accordance with Best Industry Practice; and

(n) it will use its best endeavours to ensure an uninterrupted supply and provision of the Services.

4.2 The Service Provider acknowledges that it has been appointed by DCT on the basis of its expertise in performing services similar to the Services. The Service Provider agrees that it will exercise this expertise in all of its decisions relating to the performance of the Services, and will be liable for the direct losses arising as a consequence of such decisions.

4.3 The Service Provider will not translate or register this Agreement or any correspondence or documents in connection with this Agreement with any authorities pursuant to the Commercial Agency Laws without the express prior written consent of DCT.

5 **[*Not used*]**

6 **DCT's Obligations**

6.1 DCT will:

(a) comply at all times with any Applicable Law in connection with its performance of this Agreement;

(b) notify its Third-Party Providers of the Service Provider's appointment to provide the Services to the extent DCT deems necessary; and

(c) make available any information and make any decisions the Service Provider reasonably requires in connection with this Agreement.

6.2 In performing its obligations under this Agreement, the Service Provider will be entitled to rely upon:

(a) any routine instructions, authorisations, approvals or other information provided to the Service Provider by the DCT Representative; or

(b) any instructions, authorisations, approvals or other information provided to the Service Provider by any other of DCT personnel identified by DCT's Representative, from time to time, as having the authority to provide the same on behalf of DCT.

7 **Warranties**

7.1 The Service Provider acknowledges and agrees that in entering into this Agreement, the Service Provider has:

(a) not relied on any information provided or statements or representations made by DCT or persons for or on behalf of DCT and relies on its own enquiries;

(b) satisfied itself:

(i) as to the availability of labour and resources to perform the Services for the term of this Agreement;

(ii) of its ability to perform services of the nature and difficulty of the Services to be performed under this Agreement; and

(iii) of its ability to complete the Services to a high professional standard.

7.2 The Service Provider warrants and undertakes that it will carry out the Services:

(a) in accordance with Best Industry Practice; and

(b) so as to mitigate the risk of damage to the fullest extent possible.

7.3 The warranties contained in this Clause 7 are in addition to any representation, warranty or guarantee given by the Service Provider in respect of the Services or any representation, warranty, guarantee or term implied by any Applicable Law.

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8 **Personnel**

8.1 The Service Provider will ensure that the Service Provider Personnel involved in performing the Services:

(a) are suitably qualified;

(b) have the requisite skills, expertise and experience; and

(c) carry out their respective duties with due care and diligence.

8.2 The Service Provider will procure that all Service Provider Personnel who will be required, while performing the Services under this Agreement, to:

(a) enter the areas designated by DCT or DCT's Third-Party Providers as subject to "safe-working" requirements; or

(b) hold a particular kind of security clearance (which DCT or its Third-Party Providers may from time to time require be obtained and maintained pursuant to its security policies),

will observe all of DCT's and its Third-Party Providers' policies and reasonable security and safety requirements.

8.3 Subject to Clause 8.4, DCT may, upon reasonable notice require the Service Provider to remove any of the Service Provider Personnel from performing the Services and the Service Provider must promptly arrange for the removal of such individual and, if requested, arrange for their replacement at the Service Provider's cost, with a member of Service Provider Personnel acceptable to DCT.

8.4 If a member of the Service Provider Personnel commits any serious breach of the terms of this Agreement, or of the policies applicable at a Location, DCT may require that such Service Provider Personnel are immediately removed from the Location and from providing the Services, at DCT's sole discretion. The Service Provider will promptly arrange for a replacement member of Service Provider Personnel acceptable to DCT to be made available at the Service Provider's cost.

9 **Sub-Contracting**

9.1 DCT acknowledges that the Service Provider may sub-contract performance of certain aspects of the Services under this Agreement to Sub-Contractors.

9.2 Where the Service Provider requires to engage a Sub-Contractor, the Service Provider will:

(a) obtain DCT's prior written approval;

(b) only engage reputable Sub-Contractors whose personnel have the requisite skill, experience and qualifications to perform the tasks for which they are responsible and will carry out appropriate due diligence on the Sub-Contractor sufficient to satisfy itself of the same; and

(c) procure that the Sub-Contractor complies with terms no less onerous than those imposed on the Service Provider in connection with performance of the Services, or the relevant part of them, under this Agreement; and

(d) no later than 30 (thirty) days after its receipt of funds from DCT in full or partial discharge of payment under a fully or partially accepted invoice issued under this Agreement, pay all undisputed Sub-Contractor fees due for goods delivered or services performed in connection with that invoice.

9.3 The sub-contracting of any of the Service Provider's obligations under this Agreement will not relieve the Service Provider from liability for the due performance of this Agreement. The acts or omissions of any Sub-Contractor will be deemed to be the acts or omissions of the Service Provider.

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10 **Reporting**

10.1 The Service Provider will provide such written reports, and at such times, as may be reasonably requested by DCT, including those specifically referred to in Schedule 11.

11 **Services Audit**

11.1 DCT will have the right during Business Hours and on reasonable notice to inspect and take copies of all relevant records and/or information held by the Service Provider and its Sub-Contractors, and/or to authorise agents or representatives appointed by DCT to do so, for the purposes of verifying any claims for payment in respect of the Additional Services and the Service Provider's compliance with its obligations under this Agreement. DCT will use its reasonable endeavours to ensure that the conduct of such audit does not unreasonably disrupt the business of the Service Provider.

11.2 The Service Provider will, and will procure that its Sub-Contractors will, on demand provide DCT with all reasonable co-operation and assistance in relation to each audit and provide all information requested by DCT and access to the Service Provider Personnel and/or the Service Provider's systems and/or premises, and the systems and/or premises of the Sub-Contractor.

11.3 Each Party will bear the costs it incurs in connection with any audit unless the audit shows that the Service Provider is in breach of any of its obligations under this Agreement (whether directly or indirectly due to a breach of its Sub-Contractor), in which case the Service Provider will bear the costs of the audit and will promptly reimburse DCT for the costs incurred by DCT in connection with the audit.

11.4 In addition to using its own employees, DCT may exercise its rights under this Clause 11 using external auditors or other agents. If any agent or representative of DCT is authorised to conduct an audit on behalf of DCT, such agent or representative will undertake in advance to the Service Provider to keep all information obtained strictly confidential and not to use or disclose any such information except for the purpose of reporting the results of its audit to DCT and DCT's Affiliates.

11.5 Following such audit, the Parties will work together in good faith as necessary and to agree on any appropriate changes to the Service Provider's operating practices and procedures. If the Parties are unable to agree, DCT may refer the matter to the disputes process set out in Clause 20.

11.6 The Service Provider will, in its agreement with any Sub-Contractor, procure the rights set out in Clause 11.1 and 11.2.

12 **Insurance**

12.1 The Service Provider will obtain and maintain the Insurance. If the insurance is sourced in a foreign jurisdiction, the Service Provider must submit evidence of local re-insurance in the U.A.E. within 45 days from the date of this Agreement. Failure to comply with this clause will be deemed a breach of the Service Provider's obligations.

12.2 The Service Provider will produce, to the reasonable satisfaction of DCT, evidence of the Insurance effected and maintained in accordance with this Clause 12.

12.3 The Service Provider will procure that the Third-Party Provider who provides the Locations will obtain and maintain appropriate insurance in respect of the Locations and the storage services provided to DCT.

12.4 If the Service Provider fails to arrange or keep in force any Insurance required under this Clause 12 DCT may, on giving the Service Provider ten (10) Business Days' prior written notice, arrange or keep in force that Insurance on substantially the same terms as those required under this Clause 12. DCT may pay the premium or premiums and may deduct the amount from any moneys due to the Service Provider under this Agreement.

12.5 In respect of any policy of Insurance, the Service Provider will not knowingly do or omit to do any act or thing whereby the policy of Insurance is rendered void or voidable or otherwise unenforceable as a result of an action or omission of that Party.

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13 **Pricing and Payment Terms**

13.1 As consideration for the Services, DCT will pay the Service Charges up to a capped amount of Five Million Six Hundred Fifty-One Thousand and Three Hundred Forty-Nine UAE Dirhams (AED 5,651,349/-) for three years in accordance with this Clause 13 and Schedule 3.

13.2 In respect of any claim for payment under this Agreement the Service Provider will render invoices to DCT in accordance with the following:

(a) the amount specified in the invoice must correspond to the charges estimates set out in Schedule 3; and

(b) the invoice must set out in a manner that reasonably enables DCT to ascertain the Services the invoice covers, where applicable number of hours spent or other relevant information and the respective fees payable in respect of those Services.

13.3 the Service Provider is entitled to charge a 10 percent service fee on all advertising buys. This fee covers the time costs of facilitating service. This includes paid digital media, paid search, advertising in print or out-of-home advertising (OOH), and other paid media that are not associated with co-op marketing campaigns with travel trade or business events organizations.

13.4 The Service Provider will invoice for Services in accordance with the pricing fee, currency and payment terms set out in Schedule 3.

13.5 DCT will retain an amount equivalent to 10% of the value of each of the invoices submitted by the Service Provider under this Agreement. DCT is entitled to liquidate the 10% retention amount in case the Service Provider fails to fulfil any of its obligations hereunder. The 10% retention amount will only be released upon fulfilment of all obligations by the Service Provider pursuant to this Agreement to DCT's satisfaction.

13.6 The Service Provider will provide a copy of any documentation required by DCT pursuant to the Approval Process and a copy of the relevant remittance with any invoice for Additional Services.

13.7 Subject to Clause 13.9, DCT will pay each invoice within sixty (60) days of receipt of the Service Provider's invoice.

13.8 All payments will be made in the currency stated on the invoice.

13.9 If any invoice submitted by the Service Provider is disputed by DCT, DCT will notify the Service Provider of the reasons for the dispute but will otherwise pay that part of the invoice which is not disputed. Any disputed amount will be resolved in accordance with Clause 20.

13.10 All sums payable under this Agreement are exclusive of VAT and DCT will pay the Service Provider an amount equal to any applicable VAT due on those sums subject to the receipt by it from the Service Provider of a Tax Invoice. For the purpose of this Agreement VAT and Tax Invoice have the meanings respectively given to them in Federal Decree- Law No. (8) of 2017 on Value Added Tax.

14 **Termination**

14.1 This Agreement may be terminated by either Party with immediate effect on giving written notice if the other Party:

(a) commits a material breach of any provision of this Agreement, or in relation to a particular Service, which is incapable of remedy; or

(b) commits a material breach of any provision of this Agreement, or in relation to a particular Service, which is capable of remedy but which the Party fails to remedy within thirty (30) days after receipt of a notice specifying the breach and requiring it to be remedied; or

(c) suffers an Insolvency Event.

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14.2 DCT may terminate this Agreement at any time, without cause, on giving the Service Provider not less than sixty (60) days' prior written notice at any time.

14.3 If DCT has a right to terminate this Agreement pursuant to its terms, DCT may immediately by notice to the Service Provider terminate this Agreement in whole or in part. If DCT exercises its right to terminate only part of this Agreement then, upon termination of part of this Agreement the Service Provider will continue to perform the remainder of this Agreement and, subject to any alterations occurring as a result of such termination (which changes will be agreed through the Change Control Process), DCT and the Service Provider will be subject to the same rights and obligations as existed prior to such partial termination.

14.4 The Parties acknowledge and agree that a court order will not be required in the UAE to give effect to any termination of this Agreement.

15 **Consequences of Termination**

15.1 On termination of this Agreement for any reason:

(a) the Service Provider will, and will procure that its Sub-Contractors will, provide all reasonable assistance and co-operation to DCT to help achieve a quick and efficient transfer of the Services (either to DCT or to a new service provider selected by DCT, as applicable), including:

(i) providing all information which DCT reasonably requires;

(ii) co-operating with DCT or any new service provider, as applicable;

(iii) using its reasonable endeavours to procure that any Sub-Contractor promptly enters into and performs a direct agreement with DCT in relation to the performance of all or part of the Services;

(b) the Service Provider will immediately repay to DCT any portion of the Service Charges which has been paid in advance and which relate to the period after the date of termination. For the purposes of calculating any sum to be repaid under this Clause 15, the Service Charges will be treated as accruing on a daily basis;

(c) other than as expressly permitted under this Agreement, each Party will forthwith cease to use any Confidential Information of the other received in connection with this Agreement and will return on demand, or at the request of the other destroy or permanently erase, all copies of that Confidential Information in its possession or control, save that a Party will be permitted to retain one copy of such part of the Confidential Information if and to the extent required: -

(i) to perform its termination assistance obligations pursuant to Clause 23, except that the party will return or destroy (if requested) that copy once it no longer requires the Confidential Information for those purposes; and/or

(ii) to comply with any Applicable Law or judicial or administrative process; and/or

(iii) for its legitimate internal compliance issues;

(d) If required by DCT to do so, the Service Provider will certify in writing that it has fully complied with the requirements of Clause 15.1(c).

15.2 Termination of this Agreement for any reason will: -

(a) be without prejudice to any obligation or right of any party which has accrued prior to such expiry or termination; and

(b) not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination, which includes this Clause 15 and Clauses 1, 7, 12, 13, 16, 18, 19, and 23.

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16 **Force Majeure**

16.1 In this Agreement, a "Force Majeure Event" is an event:

a) which is outside of the reasonable control of the Party claiming that a Force Majeure Event has occurred; and

b) the adverse effects of which could not have been prevented or mitigated by that Party by its reasonable diligence or precautionary measures and includes:

i. declared natural disasters and health pandemics but excluding any seasonal flooding or torrential rains;

ii. industrial disputes and strikes (other than strikes involving that Party, its agents, employees or subcontractors) acts of terrorism, riots, civil disturbances, but excludes any change of government, and also excludes the following in the event and to the extent that reasonable precautionary measures could be taken to mitigate or eliminate impact on the Service Provider performance: any conflicts; hostilities; wars (whether declared or not); or the presence of explosives; and

iii. loss or revocation of any licence or regulatory approval necessary for that Party to carry out its business operations where that party is unable to retain or obtain any such licence or regulatory approval within six (6) months from the date of loss or revocation.

16.2 If a Force Majeure Event occurs and prevents a Party from performing its obligations under this Agreement ("**Affected Party"**), the Affected Party must promptly notify the other Party of the Force Majeure Event, the time it started and the likely duration, the extent that its obligations are affected and the measures proposed to remedy or mitigate its consequences. Subject to Clause 16.3 below, the Affected Party's obligations are then suspended solely to the extent that it is able to demonstrate that it is prevented from performing them by the Force Majeure Event. The Affected Party must:

(a) promptly take all necessary steps to remedy or mitigate the Force Majeure Event's effects, so as to resume full performance of its obligations as soon as reasonably possible; and
(b) take all action reasonably practicable to mitigate any loss suffered by the other party as a result of its failure to carry out its obligations.

16.3 A party prevented from performing any of its obligations under this Agreement by Force Majeure Event must:

(a) continue to perform all unaffected obligations in accordance with this Agreement;
(b) use reasonable endeavours to continue to perform the affected obligations, whether by way of a work-around or other methods agreed with the other party;
(c) use reasonable endeavours to overcome the effects of the Force Majeure Event as soon as possible;
(d) notify the other Party as soon as it is no longer affected by the Force Majeure Event; and
(e) in the case of the Service Provider, treat DCT as its highest priority customer in attempting to restore full services in the event of a Force Majeure Event which affects multiple customers of the Service Provider.

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16.4 If a Force Majeure Event substantially prevents, hinders or delays performance or delivery of any whole or part of the Services for a period exceeding of thirty (30) days then DCT may, at its option, immediately terminate this Agreement in whole or in part (including any Services affected by the Force Majeure Event) by written notice to the Service Provider and the rights and obligations of the Parties will be treated in the same manner as if this Agreement had been terminated by the DCT under Clause 14.2.

17 **Liability**

17.1 Notwithstanding any other provision of this Agreement and, in particular, the limitations in Clause 17.2, nothing in this Agreement will exclude or limit either Party's liability under or in connection with this Agreement for:-

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury resulting from the negligence of that Party;

(c) for any other matter in respect of which liability cannot by Applicable Law be limited or excluded;

(d) breach of its obligations under Clause 6; and

(e) any claim under the indemnity in Clause 17.3.

17.2 Neither Party will be liable to the other party for Losses that are not reasonably foreseeable or for consequential, special or indirect Losses, in each case, of any kind whatsoever suffered or incurred by the other Party whether in contract, negligence or any other tort, under statute or otherwise that arise under, or in connection with, this Agreement.

17.3 The Service Provider will indemnify DCT and each of DCT's Affiliates on demand in respect of all Losses incurred by or awarded against DCT or any of its Affiliates, as a result of any breach of any warranty or term of this Agreement by the Service Provider or the fraud or negligence of the Service Provider Personnel and for any Defect.

17.4 The Service Provider agrees that all benefits, warranties, indemnities, licences and any other rights granted or provided to DCT under this Agreement are also granted or provided to each of DCT's Affiliates and that the Service Provider owes the same duties and obligations to each of DCT's Affiliates as it owes to DCT.

17.5 In the event of any negligence or breach of this Agreement by the Service Provider which results in any Loss being suffered by DCT or its Affiliate, that Loss will be treated as if it had been suffered by DCT. DCT will be able to recover any Loss from the Service Provider subject to any limits on the Service Provider's liability contained in this Agreement. For this purpose, any Loss suffered by DCT's Affiliates will not be treated as being indirect, special or consequential in terms of Clause 17.2 simply because it has been suffered by an Affiliate of DCT and not by DCT directly.

18 **Confidentiality**

18.1 Except as otherwise provided in this Agreement neither Party may, without the prior written approval of the other Party, make public or disclose to any person (except for the purposes only of performing its obligations and, in the case of the Service Provider to Sub-Contractors and the Service Provider Personnel in the performance of their obligations), any of the other Party's Confidential Information or any information about this Agreement and, in giving written approval, a Party may impose such reasonable terms and conditions as it thinks fit.

18.2 The obligations under Clause 18.1 will not be deemed to have been breached to the extent that the information referred to in that Clause:

(a) is or becomes public knowledge other than by breach of Clause 18.1;

(b) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;

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(c) is legally required to be disclosed; or

(d) has been independently developed or acquired by the receiving Party.

18.3 The Service Provider will ensure that the Service Provider Personnel, do not make public or disclose DCT's Confidential Information. DCT will ensure that all of its employees and agents do not make public or disclose the Service Provider's Confidential Information.

18.4 Nothing in this Clause 18 will prevent DCT from disclosing information:

(a) to Affiliates of DCT; and

(b) where the purpose of such disclosure is related to public accountability.

18.5 Each Party will take all reasonable steps to ensure that information disclosed by it under Clause 18.3 is treated as confidential by its recipients and their servants or agents including, where appropriate, by requiring those people to enter into suitable confidentiality agreements.

19 **Change Control Process**

Changes will be implemented in accordance with the Change Control Process and the costs arising from such Changes will be borne as agreed by the Parties in accordance with the Change Control Process.

20 **Law and Dispute Resolution**

20.1 This Agreement will be governed by and construed in accordance with the laws applicable in the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates.

20.2 If any dispute arises out of this Agreement, a representative of each Party will attempt to settle any such dispute by negotiation.

20.3 If the dispute is not resolved by negotiation, either party may refer the dispute to the courts of the Emirate of Abu Dhabi which will have exclusive jurisdiction to hear such dispute.

21 **Notices**

21.1 Any demand, notice or other communication given or made under or in connection with this Agreement will be in writing and will be given to the Service Provider or DCT, as the case may be, either personally or by post (registered or air mail as appropriate) appropriately addressed to the address for the relevant Party set out in Schedule 1, or such other addressed notified by the recipient from time to time.

21.2 Notices and communications so designated will be deemed to have been duly given or made:

(a) if delivered by hand, upon delivery at the address of the relevant Party;

(b) if sent by prepaid first-class post, five (5) Business Days after posting.

21.3 Where in accordance with the above provisions any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day, or after 4.00 pm on a Business Day, such notice or other communication will be deemed to be given or made at 9.00 am on the next Business Day.

22 **Assignment**

Except as expressly set out in this Agreement, the Service Provider may not assign, transfer, deal in or declare a trust in respect of all or any part of its rights or obligations under this Agreement without the prior written consent of DCT.

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23 **General**

23.1 Each Party is an independent contractor and nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, will be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee, nor are the Parties hereby engaging in a joint venture, association or other co-operative venture, and accordingly neither of the Parties will have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this Agreement.

23.2 The Parties will do and cause to be done all such acts, matters and things and will execute and deliver all such documents and instruments as will be reasonably required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

23.3 This Agreement will be written and construed in the English language, and all questions of interpretation of this Agreement will be resolved by reference to the same as written in English. This Agreement may not be translated into Arabic without the prior written consent of DCT.

23.4 All communications between the Parties arising out of or in connection with this Agreement will be in English. If the Agreement is translated into the Arabic language or any other foreign language, the English version will prevail for all purposes, including any disputes or claims that may be resolved by any legal proceeding. If, in either case, a version translated into the Arabic language is required, the Service Provider will prepare the translation.

23.5 If any of the provisions of this Agreement are judged to be illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of this Agreement is then frustrated, in which case either Party may terminate this Agreement on reasonable written notice.

23.6 The failure to exercise or delay in exercising a right or remedy under this Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement will prevent any further exercise of the right or remedy or the exercise of any other right or remedy. A provision or a right under this Agreement may not be waived except in writing signed by the Party granting the waiver, or varied except in writing signed by the Parties.

23.7 This Agreement, together with the documents referred to in it, represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all previous agreement between the Parties relating to such matters, whether oral or written. The Parties agree that, except as expressly set out in this Agreement, neither Party will have any liability for any untrue statement or representation made by it (whether innocently or negligently) upon which the other Party relied in entering into this Agreement, unless such untrue statement or representation was made fraudulently.

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This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which so executed and delivered will constitute an original, but all the counterparts will together constitute one and the same instrument.

Authorised signatory for and on behalf of

DEPARTMENT OF CULTURE AND TOURISM

ABU DHABI (DCT)

Saood Al Hosani (Jun 8, 2021 14:51 GMT+4)

Saood Abdulaziz Mohamed Al Hosani

Undersecretary

Jun 8, 2021

Authorised signatory for and on behalf of

DEVELOPMENT COUNSELLORS INTERNATIONAL LTD.

(THE SERVICE PROVIDER)

Karyl Leigh Barnes

President

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Schedule 1- Authorised Representatives and Addresses for Notices

1 DCT's Representative (subject to a written confirmation by DCT of the communication matrix):

Tariq Saleh Barak AlAmeri, Acting Supply Management Department Director

2 The Service Provider Representative –

Karyl Leigh Barnes, President

3 The Service Provider's Address for Notices –

215 Park Avenue South, Suite 1403, New York, NY 10003

4 DCT's Address for Notices –

Nation Towers offices, Corniche, Abu Dhabi

P. O. Box 94000

Attn.: Undersecretary

With a copy to: Legal Affairs Department

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Schedule 2- Services and Insurances

I – Services:

The Services will be as follows:

1. Scope Overview:

1.1. The main scope of the representation agency is to lead the development and operational management of the Department of Culture & Tourism's (DCT) trade, MICE and consumer marketing in US and Canada and serve as the main point of contact in market for B2B and B2C needs.

1.2. The Agency's responsibility is to deliver upon hotel guest numbers and increased length of stay for Abu Dhabi, and this includes the building of awareness of the city, and increasing the consideration factor through strong trade, Corporate and consumer partnerships.

1.3. It is also to assist and deliver including but not to be limited any promotional and/or other activities of whatsoever nature as required by DCT in order to promote and increase awareness of Abu Dhabi in US & Canada.

1.4. The Agency will support strategic planning and project management, and will bear the responsibility of consumer, travel trade and MICE development and marketing, and must seamlessly complement marketing activities to trade & MICE Group conversion.

1.5. The Agency will work with DCT's appointed PR agency in US and Canada, and agree to supply office space for the PR executive to be present within the Agency's office space.

REPRESENTATIVE's Scope of Service regarding promotional activities shall be based on respective Annual Plan and Budget as pre-approved by DCT for relevant year. The representation and promotional activities shall be mainly based on the following:

- Strategic Planning
- Database Management
- Travel Trade Marketing & promotion
- Partnership Relations
- Market and Competitor Surveys
- Reporting & Evaluation

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1.6. The following shall summarize (but not limited) the core activities of REPRESENTATIVE's Scope of Services hereof:

1.6.1. Assist in developing and implementing the tactical plan for the Area assigned (US and Canada)

1.6.2. Initiate and coordinate all marketing activities according to the tactical plan and ensure KPI's are delivered effectively within the financial limits of the budget.

1.6.3. Raise awareness and generate incremental hotel guests and room nights by working with tour operators, travel agents' wholesales and consolidators.

1.6.4. Develop and maintain excellent relationships with all relevant partners, including trade contacts, airlines, tour operators, hotels, corresponding tourism boards and third-parties and non-tourism associations, clubs, government bodies (such as embassies) etc.

1.6.5. Update and maintain the trade database

1.6.6. Prepare reports (weekly, monthly, quarterly and annual) featuring bookings / travel generated by the key tour operators, market intelligence, outcome of joint marketing activities and brochure audit

1.6.7. Provide accounting support including invoice handling, payment release etc.

1.6.8. Increasing the travel trade's product knowledge about Abu Dhabi by implementing initiatives such as; trade and media familiarizations which include transportation, accommodation, sites visits, meals and attractions visits, DCT road shows, trade co-op marketing initiatives, tactical consumer initiatives and agency training seminars, using the services of qualified industry experts.

1.6.9. Establishing, building and strengthening the product knowledge of all DCT team through periodic training programs and seminars.

1.6.10. Increasing Abu Dhabi's brand awareness with the travel trade by implementing necessary tour operator & travel agent sales calls, online training seminars, destination training, road shows and workshops.

1.6.11. Forming partnerships with key tour operators and coordinating joint trade promotional activities to enhance Abu Dhabi's position in the region.

1.6.12. Ensuring increase in number of tour packages featuring Abu Dhabi by increasing the number of operators carrying the Abu Dhabi product and the number of pages featured in operator brochures.

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1.6.13. Focusing intensive promotional activities in important cities, countries/regions with a view to encourage people from these cities to visit Abu Dhabi for leisure and/or business purposes.

1.6.14. Organizing and participating in a reasonable numbers of respective trade shows and media events

1.6.15. Participating in various industry conferences, seeking opportunities for speaking engagements and sponsorships in relevant professional associations and clubs.

1.6.16. Establishing, building and strengthening relationships amongst respective buyers and the travel trade by organizing luncheons, industry receptions and networking.

1.6.17. Advising on marketing angles and messages pitched including, but not be limited to, assistance with ensuring effectiveness and accuracy in language/ market specific messaging in collaterals and marketing campaigns.

1.6.18. Quarterly/Monthly / trade e-newsletter distribution

1.6.19. Assist with tour operator and partner brochures and flier copy

1.6.20. Prepare and supervise the production of publicity brochures, hand-outs, direct mail leaflets, promotional videos, photographs, films and multimedia programs

1.6.21. Source and manage speaking and sponsorship opportunities

1.6.22. Attend major trade shows and other trade events

1.6.23. Assess and recommend marketing opportunities that includes advertising, Social Media, digital and other types of methods.

1.6.24. Support PR team in nominating Abu Dhabi for awards

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2. Key Deliverables	
SN	**Description**
2.1	**Travel Trade Development & Market Development (TTMD) – Leisure Market**
2.1.1 Trade Landscape Mapping	The Agency will be responsible to build the best possible network of key trade partners to distribute the Abu Dhabi product in US and Canada. The landscape of the industry must cover aspects such as (but not limited to) size of outbound market, value chain of travel trade, demand and supply chain, list of top players in each part of value chain, size of trade partner business, number of travel agents within the network, skills and knowledge, etc. This must then form the basis to the creation of a mapping of key accounts and approach to overall market development from a sales network proliferation perspective – i.e. who, what, how, when and why we want to engage with the select players.
2.1.2 Key Account Partnership Plans	The Agency will be required to develop Key Account Annual Partnership Plans to engage all trade partners that sell and have the potential to sell Abu Dhabi. These partners will be defined into categories according to their sales volume and will cover a summary of the companies' business, engagement with Abu Dhabi to date, future growth projections, strategic outlook and engagement and anticipated campaign investment levels and outcomes etc. How the partners promote our strategic market objectives must be entailed in the plans, e.g. Extend length of stay, push point-to-point traffic, insert family segment itineraries. This will include working closely with Etihad Airways and other carriers flying to UAE developing further sell of the destination. The Agency will manage all partnerships' contracts with the trade partners, including but not limited to targets (for hotel guests and market objectives), milestone payments tied to quarterly and final reporting, and ensuring marketing elements handled by trade partner are reflective of market needs and according to Abu Dhabi brand guidelines.
2.1.3 Business Planning and Execution	The Agency will be required to develop a business plan covering budgets, rationale and an overview of the projects and partnerships that will drive increased market share and hotel guest numbers to Abu Dhabi. Ensure all travel trade activities have minimum 50% co-funding from partners for joint activities where recommended. The overall business plan must tackle key barriers and selling periods while tying back to the objectives of increasing awareness and hotel guest numbers, and that the activities target the identified target segments and markets.

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2.1.4 Training & Development	The Agency will be responsible for identifying the different channels and the correct levels of stakeholders to be in training of Abu Dhabi's products and services. Agency will work with DCT on training tools to enable this objective. This will include, but not limited to, a training plan, progress chart of number of agents trained, their increased level of knowledge, and a database of all agents who attended the training. The Agency will also be responsible for securing and executing educational programs to Abu Dhabi on an annual basis. The Agency will be responsible for setting the right rationale and targeting the suitable companies and individuals to drive agent engagement and steer tourism business development. Work will include planning, performance audit, selection of qualifying agents and evaluating feedback and results post trip.
2.1.5 Abu Dhabi Content Dissemination	The Agency will be responsible to ensure leading wholesalers, tour operators and travel agencies are using Abu Dhabi's Content (images and videos) both online and in brochures aligned with what Abu Dhabi is promoting. The Agency will also be required to deliver a market audit of Abu Dhabi products sold online and offline, dissected by itineraries for identified target segments (e.g. families, couples, seniors, luxury segments, stopovers etc.). The report should also analyze Abu Dhabi's product representation against competitors for each segment, and provide a recommendation on how we can have travel trade increase products, itineraries, length of stay etc. targeted at each segment.
2.1.6 Database Development and CRM	The Agency will be expected to manage an efficient and well-organized database/CRM system (Approved by DCT). All information collected by the agency shall be the property of DCT and shall not be replicated or copied in part or whole (or shared of duplicated in any other form) by the Representation Agency without the explicit written approval of DCT. At the end of the representation agreement, all contacts and information related to Abu Dhabi accounts will be turned over to DCT's Head Office, and all copies destroyed and confirmed in writing by the Agency to DCT. The Agency to ensure regular news updates of Abu Dhabi's tourism products are sent to travel trade

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2.1.7 Participation in Events	The Agency will be expected to organize events in-market, such as exhibitions, roadshows, training sessions, where relevant. The Agency will also raise Abu Dhabi's awareness through participating in various industry conferences, and seeking opportunities for speaking engagements
Abu Dhabi Convention Bureau (ADCEB) – MICE Market	
2.2.1 MICE Trade Landscape Mapping	The Agency will be responsible to build the best possible network of key MICE trade partners, associations and corporates in US and Canada to promote Abu Dhabi as a MICE destination focusing on corporate meetings, incentive travel and association meetings The landscape of the industry must cover aspects such as (but not limited to) size of outbound MICE market, key MICE market, business segment, list of top MICE agencies, intermediaries, corporate clients, associations and association management companies. This must then form the basis to the creation of a mapping of key accounts and approach to overall market development from a sales network proliferation perspective – i.e. who, what, how, when and why we want to engage with the select players. The Agency is to provide market intelligence on industry trends, competitive activity and developments affecting business events travel to middle east region. This will also require presentations and communications to DCT's industry partners as part of our industry capacity building and training.
2.2.2 Key Account Partnership Plans	The Agency is expected to create a more proactive sales approach towards the international corporates, meeting planners & incentive (MICE) agencies, associations and association management companies. This is to be achieved through a more active engagement with the key decision makers via face to face meetings, networking, media, sales and trade promotions. The Agency will be required to develop Key Account Annual Partnership Plans to engage key MICE agencies that organizes outbound MICE events. These partners will be defined into categories according to their key accounts and number of groups managed per year Develop and maintain close working relationships with existing and prospective clients as well as Abu Dhabi's government agencies, Etihad Airways and industry representatives in US and Canada
2.2.3 Business Planning and Execution	The Agency will be required to develop a business plan covering strategy, budgets, rationale and an overview of the projects and partnerships that will generate business leads and increased MICE market share and hotel guest numbers to Abu Dhabi. The overall business plan must tackle key barriers and summer period while

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	contacts and information related to Abu Dhabi accounts will be turned over to DCT's Head Office, and all copies destroyed and confirmed in writing by the Agency to DCT. The Agency shall maintain and update leads and bid activity on ADCB's nominated CRM system (where applicable) or as per format agreed to track leads conversion. The Agency to ensure regular news updates of Abu Dhabi's MICE products are sent to the meeting and incentive planners, as part of the overall DCT plans.
2.2.7 Participation in Event, site inspections and Familiarization trips	The Agency will be expected to organize and participate in events in-market, such as exhibitions, roadshows, training sessions, coordination of ADCEB's sales promotional activities in the region, including client events. Assist ADCEB with the facilitation of site inspections and familiarizations' as necessary. i.e. liaison with international clients and trade/MICE media. The Agency will also raise Abu Dhabi's awareness through participating in various industry conferences, and seeking opportunities for speaking engagements Coordination of ADCEB's sales promotional activities in US and Canada, including tradeshow booths and client events.
2.3	**General**
2.3.1 Insights and Competitive Analysis	The Agency will be expected to produce monthly (or ad-hoc) insights and competitive analysis, including information on active tourism boards and their activities, pricing and demand perspectives from travel intermediaries, capacity updates, on-ground situation of travel behavior and preferences.
2.3.2 Budgeting and Financial Management	Monthly preparation of finances incurred to be sent to Head Office by the Agency by 5th of each month in line with the approved Finance Procedure. Monthly and quarterly evaluation of expenses incurred and budget monitoring should take place to ensure all planned expenditure is in line with annual business plans and funds utilized by the end of the year. If requested by DCT, the Service Provider will advance to DCT a credit facility in an amount not exceeding USD100,000. All office expenses,

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	tying back to the objectives of increasing awareness of Abu Dhabi as a MICE destination and hotel guest numbers. The plans should include research, identifying and prioritizing international business events within US and Canada and develop different approach to target the different industry/market segments e.g. Direct sales. Pharmaceutical, etc.
2.2.4 Training & Development	The Agency will be responsible for identifying the different channels and training on Abu Dhabi's MICE offerings, products, services and develop MICE itineraries for MICE agencies & corporate clients. Agency will work with DCT on training tools to enable this objective. This will include, but not limited to, a training plan, MICE itinerary, progress chart of number of agencies trained, their increased level of knowledge. The Agency to ensure regular news updates of Abu Dhabi's MICE products are sent to Meeting and Incentive Planners, as part of the overall DCT plans.
2.2.5 Abu Dhabi profiling	The Agency role is to increase Abu Dhabi's profile as a MICE destination and develop strong working relationships with key industry decision makers and influencers. The Agency will also be required to deliver a market audit of Abu Dhabi MICE program/itinerary promoted. The report should also analyze Abu Dhabi's product representation against competitors and provide a recommendation on how we can increase Abu Dhabi's profiling as a MICE destination in market. The Agency shall identify partnership opportunity with global hotel chain and corporate houses /agencies to promote Abu Dhabi. Assist with promotional activities for business events secured for Abu Dhabi e.g. bid win announcements, delegate boosting and event promotions Assist ADCB Head Office with MICE media enquiries.
2.2.6 Database Development and CRM	The Agency will be expected to manage an efficient and well-organized database/CRM system (Approved by DCT). All information collected by the agency shall be the property of DCT and shall not be replicated or copied in part or whole (or shared of duplicated in any other form) by the Representation Agency without the explicit written approval of DCT. At the end of the representation agreement, all

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	road shows, trade activities, annual plan activities, Joint Marketing Programs and other any other related payments, provided they are pre-approved in writing by DCT, as well as credit amounts advanced to DCT, will be billed to DCT on a monthly basis.
2.3.3 Reporting	Robust analysis of the ongoing and completed work with relevant operational assessment, against approved plan and metrics, including spends on incurred expenses to be presented on a monthly basis, with all relevant operational details including spends on incurred expenses.
2.3.4	**Collaboration with DCT's marketing agencies**: In conjunction with DCT's PR, Media Buying and Creative agencies, the Agency will be required to integrate activities in order to ensure end-to-end management of market development and delivery. The main role will be to lead, develop and update the market strategy alongside partner agencies, and to coordinate monthly reporting for all region-related activities, as the Agency is ultimately responsible for visitor numbers for 2020 – 2022.
2.3.5	**Development and Execution of Market Strategy**: Agency will develop US and Canada's market strategy and work to update it with changing market landscapes. Agency is also responsible for business planning and executing the full business plan on time and on target.

3. Onboarding Schedule

All below activities and reporting must starts within 90 days from appointment:

Leisure:

- Travel Trade Landscape (including all segments and stakeholders) and Geographical Account Plan Sales Call Cycle within 30 days of appointment
- Landscape Map and Development Plan for 12 - 24 months within 2 months of appointment, and to be updated every quarter of the year
- Annual Partnership plans per company within 60 days of appointment
- Quarterly Reviews with each partner and plans updated
- Target of quantity of partners and quality of partnerships to be discussed and agreed upon within 60 days of appointment
- Quarterly Report of fulfilment of targets by trade partners
- Quarterly review and revision: Dates to be determined upon appointment
- Review of 2021 annual plan and recommendation of adjustment: 30 days' post appointment
    - Note that delivery of all trade related activities of the business plan in full as per approved timeline and budget is the Agency's responsibility
- Submit training plan within 30 days of appointment, with number of agents agreed upon per market.
- Contacts of agents trained to be included in DCT's CRM system at the end of every month.

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- Submit educational program plan within 30 days of appointment
- Tracking of end-to-end of training and development programs to define success
- Key partners selling Abu Dhabi (whether in partnership with DCT or not) to be using the right Abu Dhabi content within 12 months.
- List of key partners to be defined within 60 days of appointment
- Submit Market Audit within 40 days of appointment.
- Database development of the trade contacts and the management of CRM tool for effective regular engagement and industry partners. Updating of contacts to be done quarterly.
- Once-a-month newsletter to be generated in local language and catered to local travel trade audience
- List of events to be involved in, whether as an organizer o participant within 60 days of appointment
- Project Management Plan for appointed events, minimally 6 months prior to event

MICE:

- MICE Travel Trade Landscape (including all segments and stakeholders) and Geographical Account Plan Sales Call Cycle within 30 days of appointment
- MICE Landscape Map and Development Plan for 12 - 24 months within 2 months of appointment, and to be updated every quarter of the year
- List of key MICE agencies, corporates and associations to be defined within 60 days of appointment
- Annual MICE Partnership plans with top 10 MICE agencies within 60 days of appointment
- Quarterly Reviews with each partner and plans updated
- Target of quantity of partners and quality of partnerships to be discussed and agreed upon within 60 days of appointment
- Submission of monthly activity reports including summary of new leads/business, bids in progress, business secured and market intelligence.
- Submission of 2021 annual plan and recommendation. Quarterly review and revision: Dates to be determined upon appointment
- Review of 2021 annual plan and recommendation of adjustment: 30 days' post appointment
    - Note that delivery of all trade related activities of the business plan in full as per approved timeline and budget is the Agency's responsibility
- Submit -monthly sales plan within 30 days of appointment, with number of agents agreed upon.
- Contacts of Meeting planners, incentive houses trained to be included in CRM system at the end of every month.
- Submit educational program plan within 30 days of appointment
- Tracking of number of agencies trained
- Submit Market Audit within 40 days of appointment
- Track number of media coverage on Abu Dhabi related to business events.
- Database development of the MICE contacts and the management of CRM tool for effective regular engagement and industry partners. Updating of contacts and leads to be done monthly
- Once-a-month newsletter to be generated in local language and catered to local MICE audience (as part of the DCT overall approach)
- List of events to be involved in, whether as an organizer o participant within 60 days of appointment

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- Project Management Plan for appointed events, minimally 6 months prior to event

General:

- Monthly Insights and Competitive Analysis based on pre-agreed template, and when required for ad-hoc purposes
- All Reports to be delivered by 5th of each month
- Reconciliation report of planned, committed and spent budget on a monthly basis.
- Full budget utilization plans
- Monthly Analysis Report of ongoing and completed work to be delivered on 5th of each month
- Monthly Market Report to be delivered on 5th of each month
- Development of the US and Canada Market Strategy within 60 days of appointment
- Update of the US and Canada Market Strategy by every beginning of August so as to build business plan for following year

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