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OMB No. 1124-0004; Expires July 31, 2023

**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 |
|---|---|
| Finn Partners, Inc. | 6212 |

3. Name of Foreign Principal
Grenada Tourism Authority

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? 07/16/2022

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

Public relations activities to promote tourism in Grenada and increase visitors to the country.



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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.

Draft press releases for the island, pitch travel stories to magazine editors, arrange media familiarization trips, arrange media promotions, promote island events, and support client at industry travel events.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

| Date | Contact | Method | Purpose |
|---|---|---|---|

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12. During the period beginning 60 days prior to the obligation to 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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---|---|---|---|

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

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

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

| Date | Recipient | Purpose | Amount/Thing of Value |
|---|---|---|---|

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.

Received by NSD/FARA Registration Unit 03/29/2023 2:17:06 PM

## 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 |
|---|---|---|
| 03/29/2023 | Martin Ettlemyer | /s/Martin Ettlemyer |
| | | |
| | | |
| | | |

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| Date | Printed Name | Signature |
|---|---|---|
| 3/29/23 | Martin Ettlemyer | |
| | | |
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GTA | GRENADA TOURISM AUTHORITY

P.O. Box 293
Burns Point
The Carenage
St. George's, Grenada, WI

**THIS AGREEMENT** is between the **Grenada Tourism Authority** a statutory body duly established under the Grenada Tourism Authority Act No.42 of 2013 of the laws of Grenada with its office situate at **Burns Point in the parish of Saint George in the State of Grenada, West Indies** (hereinafter called "GTA") and **FINN Partners, Inc.** with an office located at 301 E. 57th St., New York, NY 10022 (hereinafter called "the Contractor").

Whereas

(i) The success of Grenada in tourism is highly dependent on preserving our traditional strengths, while introducing new and exciting products to meet the needs and expectations of the new and emerging visitors during and post pandemic;

(ii) GTA wishes to appoint the Contractor to provide certain public relations services for the United States of America, Canada and the Caribbean ("the Territory"), with the ultimate aim of increasing volume of visitors from the Territory to Grenada, ("the Destination"), with a focused target on, but not limited to the following niche markets:

- Romance
- Diving
- Cruising
- Soft Adventure
- Sailing/Yachting
- Community tourism
- Culinary
- Family

(iii) The Contractor agrees to provide the services in accordance with the terms and conditions of this Agreement.

1 **Appointment**

GTA appoints the Contractor as its exclusive provider of public relations representation services as hereinafter defined within the Territory for a minimum period of one (1) year commencing on July 16, 2022 ("the Term") and continuing until the expiration of the Term, or until the appointment is terminated by either party giving to the other at least three (3) months' written notice or otherwise in accordance with the provisions of this Agreement.

2 **Services**

2.1 GTA grants the Contractor the right to provide public relations, social media support, PR reports services and activities as set out in the schedule (**public relations representation services**) relating to GTA and the Destination within and relative to the Territory in accordance with this Agreement.



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Received by NSD/FARA Registration Unit 03/29/2023 2:17:06 PM

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P.O. Box 293
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2.2 Throughout the term of this Agreement, the Contractor shall in good faith and using reasonable endeavours and skill provide and carry out the public relations representation services.

2.3 The Contractor shall produce a public relations representation services plan/strategy within one month of the date of this Agreement, which shall be reviewed and agreed by GTA, unless otherwise mutually agreed.

2.4 The Contractor shall provide monthly status reports to the GTA CEO and Marketing & Sales Manager, copied to the GTA Marketing Executive responsible for the USA, Canada and Caribbean markets as well as the Sales Directors for the USA & Canada, on the implementation of all public relations representation services executed under this Agreement.

3 **Charges, fee payment and terms**

3.1 In consideration of such public relations representation services to be undertaken by the Contractor as the parties may agree, GTA agrees to pay the Contractor the monthly fee of Eleven Thousand Two Hundred Fifty Dollars (US$11,250.00) during the term of this Agreement.

3.2 Public relations expenditure will be billed upon approval of an activity schedule. The schedule will be provided as backup upon invoicing, and third-party invoices will be forwarded to GTA by the Contractor upon receipt.

3.3 The Contractor shall submit to GTA invoices for the total amount payable to the Contractor pursuant to this Agreement on the first (1st) day of the month and such invoices shall be payable within thirty (30) days from the date of GTA's receipt of such invoice.

3.4 Sales Tax shall be payable by GTA to the Contractor in respect of all payments pursuant to this Agreement on presentation of an appropriate invoice for services rendered on behalf of the GTA.

3.5 All payments are to be made in US dollars. Payments are to be made to the Contractor via telegraphic transfer or bank draft. Where telegraphic transfer is the form of payment to be utilized, the following bank details shall apply:

Account Name:
Account Number:
Bank:
IBAN:
SWIFTBIC:
Bank Address:

3.6 In the event that a planned activity is changed and/or is cancelled for any reason following the disbursement of funds, the Contractor will issue a credit for the unused portion of the funds.

3.7 If the amounts due Contractor should ever exceed $11,250 for over 60 days from invoice date, Contractor will have the option to cease all work on the



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3.8 account upon one day written notice sent by overnight mail to the address set out at the top of this Agreement at any time on or after the 60th day until the account is current.

3.9 GTA agrees to reimburse Contractor for approved out-of-pocket expenses and disbursements made in connection with Contractor's performance of the services. On expenditures of $500 and over, Contractors offers GTA the option of having such charges billed directly to GTA. If such expenditures are handled through Contractor, Contractor shall mark-up such expense by 10%. Out-of-pocket expense for the month are billed on or about the 15th of the following month. These invoices will be due 30 days after the invoice date.

## 4 Warranties

4.1 GTA warrants and undertakes that it:

4.1.1 has the power and authority to enter into this Agreement;

4.1.2 will use reasonable care and skill in the performance of its obligations under this Agreement;

4.1.3 has obtained all necessary permits, authorizations, licences and consents required to perform its duties and obligations under this Agreement.

4.1.4 will only send direct electronic marketing to individuals in the United Kingdom if the individuals have expressly consented to receive it.

4.2 The Contractor undertakes and warrants that:

4.2.1 it has and will retain throughout the term the power and authority to enter into this Agreement;

4.2.2 it shall at all times comply with GTA's brand and trademarks guidelines in connection with the public relations representation services;

4.2.3 there are no restrictions on its performance of its obligations under this Agreement;

4.2.4 it shall act in accordance with all applicable laws and governing regulations.

4.2.5 the performance of its obligations under this Agreement will not during the term conflict with any other obligations of the Contractor and does not cause any conflict of interest with any existing client of the Contractor;

4.2.6 it will not and will use its best endeavours to procure that none of its directors, employees, agents or representatives shall be engaged in any conduct prejudicial to the interests of GTA and the Destination including the making of any defamatory or derogatory statements;

4.2.7 it will keep confidential all business information provided to it or which comes to its attention as a result of this Agreement and shall



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P.O. Box 293
Burns Point
The Carenage
St. George's, Grenada, WI

not (without the prior written consent of GTA) at any time disclose the information to any third party or use such information in a manner detrimental to the reputation, image or goodwill of GTA or the Destination;

4.2.8 it will at all times during the term of this Agreement comply with the requirements of applicable public relations, promotions and advertising standards and applicable laws including, without limitation, any applicable regulations or codes of practice.

5 **Limitation of liability and Indemnification**

5.1 Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatsoever. Contractor'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 from GTA for the particular project(s) that form(s) the basis if such claim.

5.2 Nothing in this Agreement shall exclude or restrict either party's liability for fraud, death or personal injuries resulting from the negligence of that party or of its employees while acting in the course of their employment.

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

5.4 The Contractor will indemnify and hold GTA harmless from all claims, actions, costs and expenses initiated or demanded by third parties as a consequence of any negligence and or breach of contract by the Contractor in the performance of the services under this contract.

5.5 GTA shall not be liable for any failure or inability by the Contractor to satisfy any third-party obligations as a consequence of any force majeure event, including but not limited to legal or regulatory restrictions implemented as a consequence of COVID-19 or other pandemic event.

6 **Confidentiality**

6.1 The Contractor shall keep confidential all business, products or services information disclosed to it by GTA under the terms of this Agreement together with the provisions of this Agreement.

6.2 The Contractor undertakes not to disclose such information to any third party without the prior written consent of GTA unless required by law, regulatory



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P.O. Box 293
Burns Point
The Carenage
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authority or court order but to use such information solely for the purpose for which it was disclosed and never to the detriment of GTA.

6.3 No announcements or press releases shall be made by either party in relation to the terms of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

6.4 Notwithstanding the foregoing provisions, GTA permits the Contractor to disclose to third parties the Contractor's involvement with GTA in connection with the public relations representation services.

7 **Termination**

7.1 Either party shall have the right to terminate this Agreement at any time on three (3) months' written notice to the other party. During the three (3) month notice period, Contractor will continue to provide the services, and the monthly fee will be due to Contractor in each month during that period.

7.2 GTA shall be entitled to terminate this Agreement in the event that the Contractor or its representatives engage in prejudicial conduct which damages or may damage the business of GTA and or the Destination;

7.3 The Contractor is conflicted as a result of activities for other clients, which GTA in its reasonable opinion considers competitive to its business.

7.4 Either party has the right to terminate this Agreement immediately at any time by giving written notice to the other party in the event that:

7.4.1 the other party commits a material breach of this Agreement which cannot be remedied or a breach capable of being remedied and fails to remedy the breach within thirty (30) days of a written request to do so; or

7.4.2 the other party becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation or a receiver or similar officer is appointed over the other party's assets;

7.4.3 the other party ceases or threatens to cease to carry on business.

8 **Consequences of expiry/termination**

8.1 In the event of the expiry or earlier termination of this Agreement as of the effective date of termination, the Contractor shall cease providing the services or carrying out the public relations representation services, return to GTA all its materials and certify compliance with its obligations under this Agreement in relation to confidentiality.



Received by NSD/FARA Registration Unit 03/29/2023 2:17:06 PM

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Burns Point
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8.2 In the event of expiry of the term or earlier termination of this Agreement, for whatever reason, the following clauses 5, 6 and 10.2 shall survive and remain in force.

9 **Force majeure**

9.1 Except for the obligation to pay money properly due and owing, either party shall be excused from any delay or failure in performance under this Agreement caused by reason of force majeure.

9.2 For the purposes of this clause **force majeure** means the occurrence of an event or contingency beyond the reasonable control of the relevant party including but not limited to failure of performance by the other party due to acts of God, earthquake, pandemic, power failure, labour disputes, riots, legal consents and governmental requirements or regulations.

9.3 The party whose performance is affected by the occurrence of the force majeure event shall give notice of such inability to perform to the other party with details of the event and likely duration.

9.4 The party whose performance is affected by the occurrence of the force majeure event undertakes during such period of suspension of its obligations to:

9.4.1 keep the other fully informed of any developments;

9.4.2 take such action as may be necessary to prevent, limit or mitigate any damage or loss which might arise or be incurred as a result of or in connection with such suspension;

9.4.3 to use its best endeavours to avoid, limit, mitigate or remove the effect of such force majeure event.

9.5 If a party is excused performance of substantially all of its obligations under this Agreement for a continuous period of three (3) months then the other party may at any time after such period terminate this Agreement.

10 **Miscellaneous**

10.1 **No Agency/Partnership**

Nothing in this Agreement shall constitute any partnership, agency or agreement of employment between the parties.

10.2 **Intellectual Property Rights**

Except as expressly stated in this Agreement nothing in this Agreement shall grant or be deemed to grant either party any right, title or interest in any intellectual property rights owned by the other party and nothing in this Agreement shall entitle either party to use the other party's logos or trademarks or any other intellectual property rights in any way whatsoever without the prior written consent of the other party other than as provided



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for under this Agreement. All plans for or related to press, media, advertising, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, finished artwork, television and radio commercials, research studies, surveys, tests and other advertising material prepared for the GTA or purchased for the GTA's account by the Contractor and paid for by the GTA in accordance with the terms of this Agreement, shall be the exclusive property of the GTA except to the extent that rights therein shall have been reserved by third parties including, but not limited to, actors, photographers and persons engaged or employed by the Contractor to compose the words and/or music of musical composition used on behalf of the GTA. It is agreed that all documents and other materials (including magnetic tapes, disks or other storage media) embodying any confidential information obtained from the GTA and/or developed in accordance with the terms of this Agreement for the exclusive use of the GTA shall be the sole property of the GTA. No copies of the data will be made or distributed to any party other than the GTA except where such party has contributed in a co-operative campaign and the data relates to this specific activity.

10.3 **Notice**

Notices given under this Agreement must be in writing and may be delivered by hand or by courier to the relevant party's address set out at the top of this Agreement or subsequently formally notified to the other party in writing with reference to this clause and Agreement.

10.4 **Variation**

Amendments to this Agreement (including any schedules added to this Agreement after the date of this Agreement) shall not be effective unless in writing and signed by authorized signatories on behalf of both parties.

10.5 **Waiver**

Neither party shall have been deemed to have waived any right under this Agreement by reason of or failure or delay in exercising a right.

10.6 **Entire Agreement**

This Agreement contains the whole Agreement between the parties relating to its subject matter and supersedes all previous written or oral agreements relating to it.

10.7 **Assignment**

The Contractor shall not be entitled to charge, mortgage, otherwise encumber, assign, transfer or deal in a manner with any right or obligation under this Agreement without the prior written consent of GTA.

10.8 **Headings**

The headings to the clauses in this Agreement are for ease of reference only and shall not affect their interpretation.



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P.O. Box 293
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St. George's, Grenada, WI

10.9 **Severance**

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties shall seek to amend such provision in such reasonable manner as achieves the intention of the parties without illegality.

10.10 **Further Assurance**

At any time after the date of this Agreement each of the parties shall execute or procure the execution of such documents and do or procure the doing of such acts and things required for the purpose of giving the full benefit of all the provisions of this Agreement.

10.11 **Counterparts**

This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.

10.12 **Third Party Rights**

No person who is not a party to this Agreement shall have any rights to enforce its provisions.

11 **Law and jurisdiction**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Grenada and shall be subject to the exclusive jurisdiction of the courts of Grenada.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be signed by their authorized representatives as of the date written above.

## SCHEDULE ONE
## (PUBLIC RELATIONS REPRESENTATION SERVICES)

1. Develop a Public Relations programme and strategy annually for the approval of the GTA that provides additional brand exposure and positions the destination for year round tourism business.
2. Identify target audience including key media partners, both individuals and companies.
3. Script and issue press releases on the destination approved by the GTA.
4. Arrange visits to the destination by influential media personnel, writers and social influencers as circumstances permit, to drive the destination's profile and visibility in the marketplace.
5. Develop, maintain and service a database of industry partners, especially tour operators, travel agents, airlines, and other travel trade partners to be submitted to the GTA on an annual basis (meeting global data sharing requirements).



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P.O. Box 293
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6. Identify, negotiate and action media opportunities advantageous to the destination.
7. Identify and develop relationships with specialist writers consistent with product niches/offerings.
8. Identify, pursue and secure unique promotional opportunities for Grenada in areas such as; hosting special events, film shoots, modelling shoots, etc.
9. Provide crisis communication support to the GTA.
10. Provide public relations support at USA, Canada and Caribbean Trade Shows and other initiatives.
11. Cultivate a strong understanding of Grenada's product, festivals, service providers etc.
12. Build a strong working relationship with local service Tourism stakeholders.
13. Negotiate partnerships/packages to raise the destination's profile and reinforce our brand and unique selling proposition.
14. Support with planning/dissemination of social media content produced by the GTA team.
15. Provide information on trends and other PR intelligence
16. Attend meetings/seminars to assist the GTA in negotiations for airlift into the destination as may be necessary
17. Work closely with the GTA's representatives in the USA, Canada and Caribbean markets
18. Provide monthly and annual PR reports
19. Manage GTA's USA, Canada & Caribbean public relations budget to the country's advantage

## SCHEDULE TWO
## (EXPECTED DELIVERABLES)

1. Successful execution of all events and promotions in conjunction with headquarters that are relevant to the destination and provides returns on investment.
2. Growth of media and press database within global data compliance that increases network reach and headquarters portfolio.
3. Meeting minimum requirements for press releases with documented pick up by media houses.
4. Media exposure - articles, blog posts, TV ads etc.
5. Catalyst for increased visitor arrivals.

MARTIN ETTLEMYER
CHIEF FINANCIAL OFFICER

Karla Clough
WITNESS

PETRA ROACH
CHIEF EXECUTIVE OFFICER

WITNESS



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