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OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, 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 and Address of Registrant
MMGY Global, LLC
4601 Madison Avenue
Kansas City, MO 64112

2. Registration No.
6492

3. Name of Foreign Principal
Tourism Ireland

4. Principal Address of Foreign Principal
5th Floor, Bishop's Square
Redmond's Hill
Dublin 2, Ireland

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

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

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

a) Branch or agency represented by the registrant

Tourism Branch

b) Name and title of official with whom registrant deals

Alison Metcalfe, Vice President Marketing, USA

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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

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

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

b) Is this foreign principal:

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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
September 19, 2017	Misti Borchers, Accounting Manager	/s/ Misti Borchers eSigned

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, 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 No.
MMGY Global, LLC	6492

3. Name of Foreign Principal

Tourism Ireland

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

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

Provide direct marketing services, including email marketing, to promote tourism in Ireland.

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

See #7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 19, 2017	Misti Borchers, Accounting Manager	/s/ Misti Borchers eSigned

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

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DATED 15TH AUGUST 2016

TOURISM IRELAND

and

MMGY GLOBAL LLC

SINGLE-PARTY FRAMEWORK AGREEMENT

For the provision of DIRECT MARKETING SERVICES, BOTH ON AND OFFLINE, IN THE UNITED STATES MARKET

Philip Lee Solicitors
7/8 Wilton Terrace
Dublin 2
Ireland

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THIS AGREEMENT is made the **15th day of August 2016**.

BETWEEN

1. Tourism Ireland Limited having its registered office at 5th Floor, Bishop's Square, Redmond's Hill, Dublin 2, Ireland ("**Tourism Ireland**") which expression shall be deemed to include its successors, assigns and authorised representatives) of the one part; and

2. MMGY Global, LLC, a limited liability company formed under the laws of the State of Delaware with a Federal Tax ID number 45-4094535 (hereinafter referred to as "**the Contractor**" which expression shall include its successors, assigns and authorised representatives) and having its principal place of business at 4601 Madison Avenue, Kansas City, MO 64112, USA of the other part.

WHEREAS:

A. Tourism Ireland may wish from time to time to purchase **direct marketing services, both online and offline plus related services**. Tourism Ireland has conducted a tender competition advertised on the Irish Government website portal for public tenders, www.e-tenders.gov.ie and in the Official Journal of the European Union inviting tenders for Direct Marketing Services in the United States market.

B. The Contractor is engaged in the business of providing **direct marketing services, both online and offline plus related services**. The Contractor submitted the Tender Submission in response to Tourism Ireland's tender competition and, following an assessment and evaluation of the Tender Submission, Tourism Ireland wishes to appoint the Contractor as a preferred contractor to a single party framework to provide the Services, if instructed to do so from time to time by Tourism Ireland, subject to and in accordance with the terms and conditions of this Framework Agreement.

C. The Contractor has agreed to be appointed to the framework on the terms and conditions set out in this Framework Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions and Interpretation

1.1. In this Framework Agreement the following terms shall have the following meanings unless the context otherwise provides:

"Commencement Date" means **15th August 2016**;

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"Contractor's Proposal" means the proposal submitted by the Contractor to Tourism Ireland in response to any Request for DM Services, as more particularly defined in **Clause 3**;

"Contract Period" means the period of duration of this Framework Agreement as set out in **Clause 2.3** and any extension to such period pursuant to **Clause 2.4**;

"Customised Materials" means any and all materials written, developed or customised by the Contractor for Tourism Ireland in accordance with this Framework Agreement, including, for the avoidance of doubt, any databases, documentation, flowcharts, drawings, specifications, source code, interview scripting code, methodology, business processes, analytical/ statistical models, manuals and other data which are created as a result of this Framework Agreement and/or any Services Order;

"Framework Agreement" means

(i) these terms and conditions, including the Schedules hereto;
(ii) the Services Order;
(iii) the Request for DM Services
(iv) the Contractor's Proposal; and
(v) the Tender Submission.

In the event of any ambiguity or discrepancy between these terms and conditions and the Schedules, then these terms and conditions shall prevail;

In the event of any ambiguity or discrepancy between the Services Order and these terms and conditions, then the provisions of the Services Order shall prevail.

In all other respects, in the event of any inconsistency or conflict between the documents identified at (i) to (vi) above, precedence shall be given to the above documents in descending order (so that, by way of example, these terms and conditions shall prevail over the Request for Services);

"Intellectual Property Rights" means patents, trade marks, service marks, database rights, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, know-how, trade or business names, goodwill associated with the foregoing and other similar rights or obligations whether registrable or not in any country (including, but not limited to the Republic of Ireland);

"Price" means the sum to be paid by Tourism Ireland to the Contractor in consideration of the Services provided under this Framework Agreement, in accordance with **Clause 5**;

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"Proposal" means the proposal submitted by the Contractor to Tourism Ireland in response to a Request for Services;

"Services Order" means a Services Order issued by Tourism Ireland by which Tourism Ireland instructs the Contractor to perform the DM Services. A Services Order shall contain a precise description of the DM Services to be provided; output; deliverables; Price; timing or schedule for provision of the DM Services, Team; and such other terms and conditions as the parties may agree in respect of the Services. A template sample of a Services Order is set out at **Schedule 3**;

"Rates Table" means the rates table included in the Tender Submission as set out at **Schedule 5**;

"Request for Services" means an invitation to submit a proposal issued by Tourism Ireland pursuant to **Clause 3**, a template example of which is set out in **Schedule 2**;

"the Services" means the **direct marketing services, both online and offline plus related services** the Contractor may be instructed to perform from time to time pursuant to this Framework Agreement, as further described in **Schedule 1**;

"Staff" means all persons (including, without limitation, employees, agents and independent contractors) used by the Contractor for the performance of the Services;

"Team" means the Staff identified in the Services Order [who shall be a subset of the Staff identified in the Tender Submission]; and

"Tender Submission" means the Contractor's tender submission submitted to Tourism Ireland on **2nd June 2016**;

1.2. In this Framework Agreement, unless where otherwise specified:

1.2.1. Words in the singular include the plural and vice versa;

1.2.2. Words importing individuals shall also include reference to incorporated and unincorporated associations and vice versa;

1.2.3. Words in any gender shall include all genders;

1.2.4. Headings and titles are inserted for convenience only and shall not affect the construction of this Framework Agreement;

1.2.5. References to a day mean a calendar day;

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1.2.6. References to a working day mean a day that is not a Saturday, Sunday, a public holiday established under the Organisation of Working Time Act 1997 or Good Friday; and

1.2.7. References to any statute or statutory provision shall be construed as references to the same as it may have been or may from time to time be amended, modified or re-enacted.

2. Appointment and Contract Period

2.1. In consideration for payment by Tourism Ireland of the sum of US $1 and for other good and valuable consideration to the Contractor (receipt of which is hereby acknowledged by the Contractor) and subject to the terms and conditions set out in this Framework Agreement, Tourism Ireland hereby appoints the Contractor on a non-exclusive basis to provide the Services, if instructed to do so from time to time pursuant to **Clause 3**, and the Contractor hereby accepts such appointment.

2.2. The appointment of the Contractor does not constitute a commitment or guarantee by Tourism Ireland to procure the Services or any other services from the Contractor. The Services shall only be procured from the Contractor in accordance with **Clause 3**.

2.3. This Framework Agreement shall take effect on the Commencement Date. The Contractor's appointment shall be subject to a six (6) month probationary period during which Tourism Ireland may, at its sole discretion, terminate the Framework Agreement on one month's written notice to the Contractor. The term of this Framework Agreement shall be two years from the Commencement Date (the "**Contract Period**"), subject to satisfactory annual review, unless it is otherwise terminated or extended in accordance with the provisions of this Framework Agreement. For the avoidance of any doubt, the term of a Services Order may last for longer than the Contract Period.

2.4. Tourism Ireland may, at its absolute discretion, extend the Contract Period by up to but no more than two further periods of one (1) year by issuing a notice in writing to that effect to the Contractor no later than one (1) month before this Framework Agreement would otherwise expire.

3. Drawdown Mechanism

3.1. On each occasion that Tourism Ireland proposes to acquire the Services, Tourism Ireland shall issue a Request for Services to the Contractor inviting the Contractor to submit a Proposal provided always that Tourism Ireland is of the view that the Contractor is capable of performing the Services.

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3.2. The Contractor shall comply with any requirements prescribed in the Request for Services and will bear any and all costs associated therewith. Tourism Ireland may, at its absolute discretion, extend, amend or otherwise alter the requirements prescribed in the Request for Services. The Contractor's proposal shall be submitted within the minimum time limit as Tourism Ireland may stipulate, which limit shall be 5 working days or such a period as Tourism Ireland deems reasonable in the particular circumstances.

3.3. The Proposal must, at a minimum:

3.3.1. outline the Contractor's proposal for the provision of the Services;

3.3.2. clearly identify the Price which shall be based on the rates set out in the Rates Table;

3.3.3. specify the time or schedule for completion of the Services;

3.3.4. identify the Team to be assigned to the Services;

3.3.5. address any specific additional requirements set out in the Request for Services.

3.4. In the event that Tourism Ireland decides to engage the Contractor to provide the Services in accordance with the Proposal, Tourism Ireland shall issue a Servies Order to be countersigned and returned by the Contractor.

3.5. Tourism Ireland shall not have nor accept any liability whatsoever or howsoever arising from the conduct or outcome of a Request for Services.

3.6. Tourism Ireland shall not be bound to accept the Contractor's Proposal.

4. The Contractor's Obligations

4.1. The Contractor shall provide the Services to Tourism Ireland and shall ensure that its Staff shall provide the Services to Tourism Ireland:

4.1.1. in accordance with the terms of the Framework Agreement, including, for the avoidance of doubt the Tender Submission and the Proposal;

4.1.2. with skill and expertise and in a first class, professional, diligent, expeditious and conscientious manner;

4.1.3. in compliance with all reasonable instructions of Tourism Ireland in relation to the Services; and

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4.1.4. in compliance with all requirements and/or obligations of any law, statute, statutory instrument, rule, order, regulation, directive and/or byelaws or other legislative measures.

4.2. The Contractor's obligations also include, but are not limited to:

4.2.1. open communication with Tourism Ireland and with any third parties appropriately authorised by Tourism Ireland so as to facilitate the efficient provision of the Services;

4.2.2. obtaining prior approval from Tourism Ireland of any materials to go into the public domain;

4.2.3. employing and retaining sufficient and adequately trained Staff for the provision of the Services, provided always that adequate notification is received from Tourism Ireland as to anticipated requirements;

4.2.4. informing Tourism Ireland as soon as the Contractor becomes aware of any difficulties or circumstances which might lead to a conflict of interest and/or affect the Contractor's performance of its obligations under this Framework Agreement;

4.2.5. notifying Tourism Ireland in writing of any notice or order by any court, governmental agency, local authority or regulatory agency which may have an impact of the Contractor's ability to perform the Services as soon as such notice or order is received by the Contractor; and

4.2.6. notifying Tourism Ireland immediately in respect of any claims arising in connection with this Framework Agreement.

5. Price and Rates Table

5.1. The Price shall be as set out in the Services Order.

5.2. Unless otherwise stated, the Price shall be:

5.2.1. exclusive of any applicable Value Added Tax (which shall be payable by Tourism Ireland subject to receipt of a VAT invoice); and

5.2.2. payable in US Dollars (US$).

5.3. The Price shall be inclusive of any costs and/or expenses incurred by the Contractor in the performance of the Services.

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5.4. The rates set out in the Rates Table shall hold valid and shall not increase before the first anniversary of the Commencement Date. Any increase in the fees set out in the Pricing Schedule during any remaining term of the Contract Period shall be agreed between the parties and shall not exceed the original fees increased according to the Employment Cost Index – Total Compensation, Not Seasonally Adjusted, for private industry workers, by occupational group and industry, using the Professional, scientific and technical industry group, Base Period Dec 2005=100. as released by the Bureau of Labor Statistics, U.S. Department of Labor for purposes of determining inflation (the "Price Index"). The base month from which to measure changes in inflation shall be the calendar month immediately preceding the Effective Date (the "Base Month"). By way of example, if the Effective Date is June 8, 2016, the Base Month is May 2016. In the event such Price Index is no longer published or its content and format is substantially changed, Tourism Ireland and the Contractor will substitute another comparable index published at least annually by a mutually agreeable source. If the Bureau of Labor Statistics merely redefines the base year for the Price Index to another year, Tourism Ireland and the Contractor will continue to use the Price Index, but will convert the Price Index for the initial Base Month to the new base month/year by using an appropriate conversion formula.

6. Terms of Payment

6.1. Subject as hereinafter provided, the Contractor shall be entitled to invoice Tourism Ireland in accordance with the Services Order.

6.2. Each invoice shall be sent to Tourism Ireland on completion of the relevant Services or at such other interval(s) as otherwise set out in the Services Order. Each invoice must:

6.2.1. quote the Services Order number;

6.2.2. quote the Price; and

6.2.3. contain a detailed narrative which describes the Services provided and the time taken to do so.

6.3. VAT shall be itemised separately on each invoice. Where appropriate, invoices must show the Contractor's VAT Number.

6.4. The Price for the Services performed pursuant to each individual Services Order shall be invoiced to Tourism Ireland separately.

6.5. Unless otherwise agreed by the parties and recorded in the Services Order, Tourism Ireland shall pay the Contractor for the provision of the Services within thirty (30) days of receipt of the invoice (or such longer period as may be agreed in writing), provided all monies specified on the Contractor's

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invoice are properly due and payable in accordance with this Framework Agreement and the invoice meets the requirements set out in this **Clause 6**. The Prompt Payments of Accounts Act 1997 as amended by the European Community (Late Payment in Commercial Transactions) Regulations 2012 - S.I. 580 of 2012, shall apply to the payment of invoices.

6.6. Tourism Ireland may retain or set off against the Price any amount owed to Tourism Ireland by the Contractor on any account whatsoever.

6.7. In the event that Tourism Ireland determines at any time that the quality of the Services being performed by the Contractor is of a standard below that required by this Framework Agreement, or that the Services in any other respect are not being rendered in accordance with this Framework Agreement, Tourism Ireland will notify the Contractor accordingly and will be entitled to withhold a proportionate amount of any future payment due to the Contractor pursuant to this Framework Agreement until such time as the matter in question has been remedied to the reasonable satisfaction of Tourism Ireland. The rights of Tourism Ireland pursuant to this **Clause 6.7** shall be without prejudice to any other rights of Tourism Ireland under this Framework Agreement or under law, including the right of termination as provided in **Clause 15**.

7. Staff and Team

7.1. The Contractor shall employ sufficient Staff to carry out the Services who shall be properly trained, skilled, qualified and supervised to perform all tasks and obligations associated with the Services. Failure by the Contractor to meet its obligations under this **Clause 7.1** shall be considered a material breach of the Framework Agreement for the purposes of **Clause 15**.

7.2. The Contractor shall ensure that the Team is made available to perform the Services in accordance with the Services Order and that, subject to **Clause 7.3**, no member of the Team is replaced or substituted for the term of the Services Order.

7.3. In the event that the Contractor wishes to replace any Team member, it shall notify Tourism Ireland immediately in writing and shall use its best endeavours to identify a replacement of equivalent expertise and experience. The appointment of any such replacement shall be subject to the prior written consent of Tourism Ireland, which consent shall not be unreasonably withheld.

7.4. If any of the Team shall be prevented by illness or injury from performing the Services, the Contractor shall report that fact forthwith in writing to Tourism Ireland and shall keep Tourism Ireland informed of the reason for any continued absence and of its expected duration and, if Tourism Ireland

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shall request, provide a substitute in accordance with the procedure set out in **Clause 7.3** above.

7.5. In the event that Tourism Ireland is not satisfied with the performance of any of the Staff, the Contractor shall remove the said person and the Contractor shall use its best endeavours to identify a replacement of equivalent expertise and experience as soon as possible. The appointment of any such replacement shall be subject to the prior written consent of Tourism Ireland, which consent shall not be unreasonably withheld.

7.6. Both parties hereby undertake to each other that, for the duration of this Framework Agreement and for the period of 12 months following upon its termination or expiry, either party shall not directly or by its agents or affiliates or otherwise whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other party to leave its employment.

7.7. The Contractor shall, and shall ensure that its sub-contractors shall, ensure that the rates of pay and conditions of employment of each employee, including in relation to pension contributions of each employee, comply with all applicable law and that those rates of pay are no less favourable than those laid down by the National Minimum Wage Act, 2000. For the purposes of this **Clause 7.7**, 'employee' means an individual employed by or otherwise working for the Contractor, or any of its sub-contractors, as applicable.

8. Intellectual Property Rights

8.1. The Contractor hereby acknowledges that all of the copyright and other Intellectual Property Rights used in connection with, or subsisting, in the Customised Materials developed for Tourism Ireland hereunder are, or (as the case may be) shall vest in for any and all purposes and be, the sole property of Tourism Ireland and hereby irrevocably assigns such copyright and other Intellectual Property Rights to Tourism Ireland absolutely with full title guarantee TO HOLD the same unto Tourism Ireland absolutely throughout the universe for the full period of such rights therein and all renewals and extensions thereof and thereafter. The Contractor shall not during or at any time in any way question or dispute the ownership by Tourism Ireland thereof.

8.2. The Contractor hereby irrevocably and unconditionally waives in favour of Tourism Ireland any and all moral rights conferred on the Contractor by the Copyright and Related Rights Act, 2000 (and any amendments or re-enactments thereto) in relation to any right which is vested in Tourism Ireland pursuant to **Clause 8.1** above or otherwise.

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8.3. The Contractor shall forthwith deliver to Tourism Ireland, when required, all copies and/or originals of the Customised Materials, as requested.

8.4. The Contractor undertakes and covenants that all Staff involved in the development of the Customised Materials in respect of the Services are/were/will be its employees, or are/were/will be under contract to the Contractor, and that, under the contract of employment or service of each, any Intellectual Property Rights arising out of or relating to work done by that person for the Contractor in relation to the Customised Materials vested or will be caused to vest in the Contractor and that employees or contractors have no title right or interest whatsoever whether legal or beneficial in any such Intellectual Property Rights. Such Intellectual Property Rights will vest or will be caused to vest in Tourism Ireland in accordance with **Clause 8.1**.

8.5. The Contractor hereby grants to Tourism Ireland a non-exclusive, irrevocable, world-wide, royalty-free, licence to use, copy, amend, develop, publish and sub-licence any and all of the Contractor's or third party's/parties' pre-existing Intellectual Property Rights used or subsisting in the Services and/or in any rights underlying the Customised Materials for the purposes communicated by Tourism Ireland from time to time/for the purposes of Tourism Ireland fulfilling its functions.

8.6. Under no circumstances shall the Contractor have the right, either express or implied, to use, copy, disseminate or develop any of Tourism Ireland's Intellectual Property Rights under this Framework Agreement, other than for the sole purpose of providing Tourism Ireland with the Services in accordance with this Framework Agreement, without the express prior written consent of Tourism Ireland.

9. Warranties and Indemnities

9.1. The Contractor shall be responsible for and shall release and indemnify Tourism Ireland, its agents, employees, officers, subsidiaries, associated companies, assigns and, where Tourism Ireland is acting as an agent, Tourism Ireland's principal, on demand and in full against all liability for:

9.1.1. death or personal injury;

9.1.2. loss of or damage to any property (including property belonging to Tourism Ireland or for which it is responsible);

9.1.3. breach of statutory duty; and

9.1.4. losses, actions, claims, demands by third parties against Tourism Ireland, and any costs, charges and expenses (including legal expenses) suffered or incurred by Tourism Ireland in respect of same,

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which may arise out of, or in consequence of, the performance or non-performance by the Contractor its employees, agents or sub-contractors of the Contractor's obligations under this Framework Agreement.

9.2. Without prejudice to the generality of **Clause 9.1**, the Contractor undertakes and covenants that it will not in the provision of the Services, including the Customised Materials, infringe the copyright or other Intellectual Property Rights of any third party, nor will it transfer, assign or licence any copyright or other Intellectual Property Rights as are deemed to be transferred, assigned and/or licensed to Tourism Ireland under this Framework Agreement without full title guarantee and/or full authorisation for same from/by any prior or existing third party owner and undertakes that it shall fully indemnify Tourism Ireland against all losses, expenses, third party actions, claims or demands, and damages and costs arising therefrom (including any legal costs and any sums paid in settlement of claims) suffered or incurred by Tourism Ireland as a result of any breach of this undertaking.

9.3. Tourism Ireland undertakes that the Contractor shall be given notice of any third party action or claim described in **Clause 9.2** above that is made against Tourism Ireland and the Contractor shall have the right to defend any such claims, following consultation with Tourism Ireland who shall be kept fully informed at all times of all such claims or proceedings arising from such actions or claims, and make settlements thereof at its own discretion in order to settle or oppose any such claims.

9.4. The Contractor hereby warrants and undertakes to Tourism Ireland that:

9.4.1. it has the appropriate qualifications, competence legal right and full power and authority to perform its obligations under the Framework Agreement;

9.4.2. the Services are fit for the purpose for which they are intended; and

9.4.3. it shall not do anything to prejudice the name or reputation of Tourism Ireland or the Tourism Ireland's business interests.

9.5. Both parties acknowledge and understand their respective duties of care in respect of the Safety, Health and Welfare at Work Act, 2005 and all regulations made thereunder

10. The Contractor's Liability

10.1. Tourism Ireland is relying wholly and exclusively upon the Contractor's skill, judgment and expertise in providing the Services and accordingly the Contractor shall be liable to Tourism Ireland for any loss or damage whatsoever, or howsoever or wherever caused arising directly in connection with this Framework Agreement.

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10.2. The Contractor shall not be liable for consequential or indirect loss (that is to say loss not naturally or directly flowing from any negligent act, omission or breach) including loss of sale, loss or diminution of earnings, loss or diminution of profit, loss or contract or loss of opportunity or any special loss incurred or suffered by Tourism Ireland.

10.3. Any approval, testing or acceptance by Tourism Ireland in accordance with this Framework Agreement shall not, in any way, limit the Contractor's liability and obligations under this Framework Agreement.

11. Insurance

11.1. As and from the Commencement Date, the Contractor shall procure and shall ensure that it holds in place adequate insurance (including but not limited to professional indemnity, employer's liability and public liability insurance) to the reasonable satisfaction of Tourism Ireland, with a reputable insurance company against all insurable liability in respect of the Services, without prejudice to the generality of the foregoing, in respect of any loss or damage to the Services and all claims by third parties for death, injuries, loss or damage to property, and against all actions, suits, claims, demands, costs and expenses whatsoever, by reason of, or arising out of any claim by any of the Contractor's employees, workmen or servants, in respect of any accident, death, injury or damage sustained in connection with or arising out of this Framework Agreement. Tourism Ireland's interest shall, at Tourism Ireland's request be noted in the above policies.

11.2. If the proceeds of such insurance are insufficient to cover the cost of reinstatement, replacement or repair, the Contractor will make good any deficiency out of its own monies.

11.3. The Contractor shall, whenever required by Tourism Ireland, produce to Tourism Ireland a certificate, signed by or on behalf of the Contractor's insurers/brokers, stating that insurance complying with this **Clause 11** is in force and the period for which it has been taken out.

11.4. The Contractor shall not do or suffer to be done anything which may render the said policy or policies of insurance void or voidable.

~~12. Tax Clearance~~ NOT APPLICABLE

~~12.1. The Contractor shall, and shall ensure that its sub-contractors shall, continue to hold, in good standing, current issues of all tax clearance certificates from the Irish Revenue Commissioners for the Contract Period and until final payment has been made.~~

13. Compliance with Law

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13.1 Each party shall comply with all requirements and/or obligations of any applicable statute, statutory instrument, rule, order, regulation, directive and/or byelaws or other legislative measures in furtherance of this Framework Agreement.

14. Confidentiality

14.1. For the purposes of this Clause 14 **"Confidential Information"** means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the "Disclosing Party") to the other party/another party (the "Receiving Party") whether before or after the date of this Framework Agreement.

14.2. Subject to Clause **14.3**, during the Contract Period and at any time after the termination or expiry of this Framework Agreement (for any reason) the Receiving Party:

14.3. may not use any Confidential Information for any purpose other than in the performance of its obligations under this Framework Agreement;

14.4. may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with **Clause 14.3**; and

14.5. shall make every effort to prevent the use or disclosure of Confidential Information.

The Receiving Party may disclose information which would otherwise be Confidential Information if and to the extent that:

14.6. it is required by law;

14.7. the Receiving Party can demonstrate has come into the public domain, otherwise than through a breach of this Clause by the Receiving Party;

14.8. it is required by existing contractual obligations of which the Disclosing Party is aware;

14.9. it is required by any securities exchange or regulatory or governmental body to which it is subject; or

14.10. the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees and sub-contractors (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Framework Agreement.

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The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Contract as if the Recipient was a Party to this Framework Agreement.

Upon any termination or expiry of the Framework Agreement, each party shall cause all Confidential Information belonging to the other party in whatever medium, to be returned, deleted or destroyed, according to the written instructions of the other party.

15. Contract Review/Audit

15.1. The performance of the Contractor under this Framework Agreement shall be subject to review on an on-going basis. Bi-annual evaluations meetings may be held during the term of this Framework Agreement. Mutually agreeable dates will be determined for these meetings, the purpose of which will be to provide a forum for both Tourism Ireland and the Contractor to review performance and other key issues in connection with the Framework Agreement. Both parties shall be committed to continuously improving the Contractor / Tourism Ireland relationship.

15.2. Upon thirty (30) days prior written notice to the Contractor, and with the exception of personnel files and any and all materials not relating specifically to the Contractor's handling of Tourism Ireland business, the Contractor shall grant to Tourism Ireland access to the Contractor's premises, books, records, documents, equipment and other property as Tourism Ireland may reasonably require in order to check the Contractor's compliance with this Framework Agreement and for the purposes of liaison, reporting and inspection and for verification of the Contractor's likely capacity to continue to comply with its obligations in the future.

15.3. The Contractor shall implement such recommendations and comply with Tourism Ireland's findings pursuant to **Clause 15.1 and/or 15.2** to the extent necessary to ensure that the Services continue to be delivered and the Contractor continues to meet its related obligations in accordance with the requirements set out in this Framework Agreement.

15.4. The Contractor shall keep and maintain until a minimum of six (6) years after the expiry of the Contract Period, full and proper records and all documents relating to the performance of its obligations under this Framework Agreement.

16. Termination

16.1. Either party may terminate this Framework Agreement during the Contract Period by providing three (3) months' written notice to the other party.

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16.2. Without prejudice to any other rights or remedies to which it may be entitled, Tourism Ireland shall be entitled at any time to terminate this Framework Agreement without liability to the Contractor by giving written notice to the Contractor to take effect immediately or on the date specified in the said notice if:-

16.2.1. the Contractor commits a material breach of any term or condition of this Framework Agreement or fails to perform any obligation or responsibility hereunder, and if such breach is capable of being remedied, fails to remedy the breach within thirty (30) days of the notice given by Tourism Ireland requiring the Contractor to do so;

16.2.2. the Contractor contravenes **Clause 16;**

16.2.3. the Contractor becomes bankrupt, or makes any composition or arrangement with, or conveyance or assignment for the benefit of its creditors, or any application is made under any bankruptcy act for the time being in force for a sequestration of its estate, or a trustee is granted by it on behalf of its creditors, or if the Contractor, being a company, enters into a voluntary or compulsory liquidation (other than for the purpose of an amalgamation or reconstruction the terms of which have been agreed by Tourism Ireland), or if a receiver or examiner of any of its assets is appointed, or if the Contractor is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (as amended by Section 123 of the Companies Act, 1990), or the Contractor takes or suffers any analogous action under any other applicable law;

16.2.4. the Contractor ceases or threatens to cease to carry on business;

16.2.5. the Contractor is struck off the register of companies;

16.2.6. Tourism Ireland reasonably believes that any of the events mentioned in **Sub-clause 16.2.3** to **Sub-clause 16.2.5** or any analogous event is about to occur in relation to the Contractor in any jurisdiction and notifies the Contractor accordingly;

16.2.7. any representation made by the Contractor in connection with this Framework Agreement (including a Services Order) shall in the opinion of Tourism Ireland prove to be untrue or incorrect in a material respect as of the date when made;

16.2.8. the Contractor has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this Framework Agreement; or

16.2.9. it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or

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representative of the Contractor, to any employee of Tourism Ireland with a view towards securing any agreement for the provision of the Services or any other contract. Paying the expenses of normal business meals shall not be prohibited by this provision;

16.3. Should conditions arise which, in the opinion of Tourism Ireland in its absolute discretion, necessitate the termination of this Framework Agreement, Tourism Ireland may terminate the Framework Agreement upon written notice to the Contractor. Such termination shall take effect on the date specified in the said notice and shall be without prejudice to any claims which either party may have against the other party under this Framework Agreement. In the event of such termination by Tourism Ireland, Tourism Ireland shall pay to the Contractor such reasonable costs as were accrued prior to the date of termination.

16.4. Termination of this Framework Agreement or any Services Order pursuant to **Clause 16.1, 16.2** or **16.3** above shall not relieve or discharge either party from any obligations which have accrued prior to such termination.

16.5. Tourism Ireland shall not be liable to the Contractor for any loss of profit, loss of contracts or other economic losses and/or expenses or for any indirect, economic, or consequential loss suffered or incurred by the Contractor arising out of or in connection with this Framework Agreement.

16.6. Upon termination of the Services, the Contractor shall:

16.6.1. deliver to Tourism Ireland all the property of Tourism Ireland which is in its possession or under its control, including all Customised Materials. All such property shall be free from any defects and presented in such form as to be capable of beneficial use by Tourism Ireland or on its behalf.; and

16.6.2. if requested by Tourism Ireland, provide all reasonable assistance to Tourism Ireland in the orderly transfer of the Services, functions and operations provided pursuant to this Framework Agreement to another service provider or to Tourism Ireland itself, including, where appropriate, the assignment to another service provider or to Tourism Ireland of the Contractor's entire benefit and any interest in any sub-contract agreements made by it in the performance of this Framework Agreement. Tourism Ireland shall pay the reasonable vouched costs of the Contractor complying with this **Sub-clause 16.6.2** as a result or termination of this Framework Agreement by Tourism Ireland pursuant to **Clause 16.1** or **Clause 16.3**.

16.7. The provisions of **Clauses 1, 7.6, 8, 9, 10, 12, 13 14.4, 16.5, 16.6, 17.4, 19, 22, 23, 25 and 27** shall survive the termination or expiry of this Framework Agreement.

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17. Assignment, Transfer and Sub-Contracting

17.1. The Contractor shall not sub-contract, assign or transfer this Framework Agreement or any part thereof or the benefit or advantage of this Framework Agreement or any part thereof without the prior written consent of Tourism Ireland. Such consent shall not be unreasonably withheld.

17.2. Where Tourism Ireland consents to any sub-contracting of any of the Contractor's obligations, the Contractor shall ensure that the sub-contractor is a reasonable and prudent contractor, and that the sub-contractor shall carry out its obligations in accordance with the terms of this Framework Agreement. Notwithstanding the foregoing, the Contractor acknowledges that it remains liable for the acts and omissions of its employees, servants, agents and sub-contractors as if they were its own acts and omissions.

17.3. Tourism Ireland may assign, transfer or sub-contract this Agreement, or any part thereof. The Contractor shall, if requested by Tourism Ireland, provide all reasonable assistance to Tourism Ireland in relation to any such assignment, transfer or sub-contract and fully co-operate with any relevant third parties.

17.4. This Framework Agreement shall be binding upon successors and assigns of the parties and the name of a party appearing in this Framework Agreement shall be deemed to include the names of its successors and assigns provided always that nothing shall permit any assignment by either party except as expressly provided.

18. Notices

18.1. The address, facsimile and telephone numbers of the parties for the purpose of the giving of notices under this Framework Agreement are as follows:

Tourism Ireland	**Contractor**
Name: **Orla Carey** Address: **Tourism Ireland, 345 Park Avenue, New York, NY 10154** Tele: **+ 1 212 418 0831** Email:**ocarey@tourismireland.com** Attention: **Orla Carey**	Name: **Lucas Cobb** Address: **MMGY Global, 4601 Madison Avenue, Kansas City, MO 64112, USA** Tele: **1 + 816-300-5169** Email:**lcobb@mmgyglobal.com** Attention: **Lucas Cobb**

18.2. Any notice required or authorised by this Framework Agreement to be given by either party to the other shall be in writing and may be given by hand or

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sent by pre-paid post or email/electronic transmission to the address set out at and marked for the attention of the person identified in **Clause 18.1**.

18.3. Any notice or other communication shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:

18.3.1. if delivered by hand, at the time of delivery to the addressee or its duly authorised agent;

18.3.2. if sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Framework Agreement;

18.3.3. if transmitted by electronic means on receipt of 'read receipt' or equivalent.

18.4. All notices, documents and communications provided under this Framework Agreement or a Services Order shall be in the English language.

18.5. Either party may, by notice to the other in compliance with this **Clause 18** change the contact details set out at **Clause 18.1**.

19. Waiver

19.1. Failure or neglect by Tourism Ireland to enforce at any one time any provision of this Framework Agreement shall not be construed nor deemed to be a waiver of Tourism Ireland's rights hereunder, nor in any way affect the validity of the whole or any part of this Framework Agreement, nor prejudice Tourism Ireland's rights to take subsequent action.

20. Severability

20.1. If any provision of this Framework Agreement is held by any competent authority to be invalid, unlawful or unenforceable in whole or part, the validity of the other provisions of this Framework Agreement and the remainder of the provision in question shall not be affected thereby.

21. Relationship

21.1. Neither party shall be the authorised agent of the other party or have the right or authority either express or implied to create or incur any liability against or on behalf of any other party, other that those obligations and liabilities in this Framework Agreement. In particular, the Contractor shall not hold itself out, nor permit any person to hold it out, as being authorised to bind or pledge the credit of Tourism Ireland in any way and shall not do any act that might reasonably create the impression that it is so authorised.

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21.2. It is acknowledged by both parties that the Contractor will at all times be an independent contractor, and nothing in this Framework Agreement will be construed (and the Contractor will not hold out its relationship) as constituting a partnership, joint venture, representation, agency or employer and employee relationship between Tourism Ireland and the Contractor.

22. Force Majeure

22.1. In this Framework Agreement, **"Force Majeure"** means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to, the following: acts of God; war; riot; civil disorder; fire; flood; storm; acts or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence.

22.2. If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

22.3. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever directly or indirectly caused or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to mitigate the effects of the Force Majeure on the performance of its obligations under the Framework Agreement. Both parties shall resume performance of their obligations under this Framework Agreement once the Force Majeure has ended.

22.4. In the event that the Force Majeure event is continuing for a period at least one (1) month, either party may terminate the Framework Agreement upon fourteen (14) days written notice to the other party.

22.5. It is agreed that any failure by the Contractor to perform, or any delay by the Contractor in performing its obligations under the Framework Agreement, which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor has a contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.

22.6. It is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be events falling within the definition

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of Force Majeure, and, for the avoidance of doubt, exclude events such as strikes, lock-outs or industrial disputes of the Contractor.

23. Publicity

23.1. The Contractor shall ensure that no publicity relating to the Services shall take place without the prior written consent of Tourism Ireland. For the avoidance of doubt, this restriction includes internal publicity and using Tourism Ireland as a referee.

24. Data Protection

24.1. The Contractor shall comply with its obligations under the Data Protection Acts 1988 and 2003 and all regulations made thereunder (**"Applicable Data Protection Legislation"**), in the collection and storage of data pursuant to this Framework Agreement. In particular, the Contractor shall, where required, register with the Office of the Data Protection Commissioner and shall put in place safeguards sufficient to comply with its obligations under the Applicable Data Protection Legislation and must ensure that all staff are aware of and comply with the obligations imposed by the Applicable Data Protection Legislation.

24.2. The Contractor shall indemnify Tourism Ireland against all claims and proceedings and all liabilities, losses, costs, claims, actions, proceedings, demands by third parties and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person as a result of the Contractor's unauthorised or unlawful processing or the Contractor's destruction of or damage to any personal data held by the Contractor, its employees or agents or due to any failure by the Contractor to comply with this **Clause 24**.

25. Conflict of Interest

25.1. The Contractor shall ensure that, neither the Contractor nor its Staff shall accept any professional or other commitment or engagement during the term of the Services which conflicts or might reasonably be expected to conflict with the duties and obligations undertaken by the Contractor hereunder (**"Conflict of Interest"**). The Contractor warrants that it has disclosed to Tourism Ireland any such Conflict of Interest as may already be in existence on the date hereof. The Contractor undertakes that it shall notify Tourism Ireland of any actual or potential Conflict of Interest arising during the Contract Period.

26. Freedom of Information

26.1. Tourism Ireland is subject to the provisions of the Code of Practice on Freedom of Information for North South Implementation Bodies and Tourism Ireland (**"the Code"**). If, for any reason, the Contractor wishes

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that information provided to Tourism Ireland is not disclosed because of its commercially sensitive nature, then it is incumbent upon the Contractor, when providing the information, to identify same and specify the reasons for its sensitivity. It shall not be sufficient for the Contractor to furnish Tourism Ireland with a general statement of confidentiality in respect of all information furnished to Tourism Ireland. A copy of the Code is available at the Tourism Ireland website https://www.tourismireland.com/About-Us/Freedom-Of-Information

27. Entire Agreement

27.1. This Framework Agreement contains the entire agreement between the parties and contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous drafts, agreements, representations, arrangements and understandings between the parties.

27.2. Neither party has relied on any other written or oral agreement, representation, arrangement or understanding.

27.3. The Contractor acknowledges that it has not been induced to enter into this Framework Agreement by a statement or promise which this Framework Agreement does not contain. Tourism Ireland is not liable in equity, contract or tort or in any other way for a representation that is not set out in this Framework Agreement.

27.4. Nothing in this **Clause 27** shall have the effect of limiting or restricting any liability of a party arising as a result of fraud.

28. Governing Law

28.1. This Framework Agreement shall be governed and construed in accordance with the laws of Ireland.

29. Dispute Resolution

29.1. All disputes which arise between the parties in connection with this Framework Agreement or the subject matter of this Agreement shall be dealt with as follows:

29.1.1. In the first instance, the parties shall submit the dispute to the personnel nominated specifically to participate in the escalation process and identified as such in **Schedule 4** in the order set out therein.

29.1.2. If a dispute cannot be resolved pursuant to the escalation procedure set out at **Clause 29.1.1** within a period of ten (10) days, either party

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may request that the matter is submitted to conciliation/mediation. If any such request is made, the matter will be submitted to conciliation/mediation by a conciliator/mediator to be appointed, in the absence of agreement between the parties, by the President for the time being of the Law Society of Ireland (or in the event of his being unwilling or unable to do so by the next senior officer of the Society who is willing and able to make the appointment). The determination of the conciliator/mediator shall be final and binding on both parties unless, within fourteen (14) days following the date of the determination, either party notifies the other in writing that it rejects the determination of the conciliator/mediator. Each party shall bear its own costs in the conciliation/mediation and shall each pay half of the costs of the conciliator/mediator.

29.1.3. In the event that the conciliation/mediation procedure under **Clause 29.1.2** fails to result in a satisfactory resolution of the dispute within thirty (30) days of the date of the notice to refer to conciliation/mediation (or such other longer period as is agreed between the parties); or if either party notifies the other in writing in accordance with **Clause 29.1.2** that it rejects the determination of the conciliator/mediator; or if both parties agree to submit the dispute directly to arbitration after the conclusion of the escalation process under **Clause 29.1.1**, either party may submit the dispute to be decided at arbitration by an arbitrator agreed by the parties or, in default of agreement, appointed by the President for the time being of the Law Society of Ireland or in the event of his being unwilling or unable to do so by the next senior officer of the Society who is willing and able to make the appointment provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of any replacement arbitrator where the original arbitrator (or any replacement) has been removed by Order of the High Court, or refuses to act, or is incapable of acting or dies.

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The parties hereto have executed this Framework Agreement the day and year first herein **WRITTEN**.

SIGNED for and on behalf of **TOURISM IRELAND LIMITED** by:

Alison Metcalfe
A duly authorised representative

SIGNED for and on behalf of **MMGY GLOBAL, LLC** by:

Lucas Cobb
A duly authorised representative

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Schedule 1

The Services

Direct Marketing (DM) Services may vary depending on the project. The services required from the successful supplier will be predominately digital in nature. It is envisaged that the DM services required will be project or scheme specific depending on the issue or objective involved. Examples of the types of issues or objectives for which Tourism Ireland evisages it may include but are not limited to managing a mix of:

- Development of EDM (Electronic Direct Marketing) Campaign strategy to include planning, execution and analysis of EDM activities for the US market
- Analysis and strategic guidance of the current EDM environment in the US and psychographic behaviours of core US target market
- Input into Tourism Ireland's strategic EDM planning process in US Market
- Email Marketing Activation – planning, execution and analysis of warm email sends to Tourism Ireland US consumer database
- Lead purchase and campaign management specific to the US Market
- Identification and management of relevant brand partnership opportunities in the US market with the prime objective of growing the US consumer database
- Development and implementation of an optimisation strategy for existing data within US consumer database
- Ad hoc print creative as required

- Provide detail on EDM industry best practice to enable Tourism Ireland to become "best in class" in EDM related activity

- Provide detailed campaign analysis & reports to improve future EDM campaigns

- Deal with the growing trends in the digital space and audience behaviour

Drawdown Mechanism

On each occasion that Tourism Ireland proposes to acquire DM Services, Tourism Ireland shall invite the Contractor to submit a Proposal (**"Contractor's Proposal"**) for any value or size of requirement of DM Services, as Tourism Ireland may require from time to time at its sole discretion (**"Request for DM Services"**) provided always that Tourism Ireland considers that the Contractor is capable of performing the DM Services required. Each Request for DM Services shall contain a description of the relevant DM Services required by Tourism Ireland and the required or estimated timing or schedule for their delivery.

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Schedule 2

Sample Request for Services

Mr Lucas Cobb
VP Integrated Planning
MMGY Global
4601 Madison Avenue
Kansas City
MO 64112

Dear Mr Cobb

We refer to the Framework Agreement for the provision of Direct Marketing services dated [redacted] 2017. Terms and expressions defined in the Framework Agreement shall bear the same meanings where used in this Request for Services.

Tourism Ireland hereby issues a Request for DM Services in accordance with **Clause 3** of the Framework Agreement and invites a Proposal from you for the provision of the DM Services in respect of [redacted]

You are invited to submit a proposal including the following:

- A proposal for the provision of the DM Services. Pricing must be in US$ and inclusive of all costs and expenses. The Price must be based on the fees set out in the Pricing Schedule;
- A detailed outline of the time or schedule for the provision of the DM Services;
- Details of the Team to be assigned to the DM Services. Please note that the Team must be a subset of the Staff identified in your original Tender Submission for appointment to the Panel. Where this is not possible, a replacement of equivalent expertise and experience must be proposed.
- [redacted]

[One/Two] signed hardcopies/soft copy of the Proposal must be submitted no later than [redacted] The package must be clearly marked [redacted]

We look forward to receipt of your Proposal. Should you have any queries in respect of this Request for DM Services, please contact [redacted] by email at [redacted] or by telephone at [redacted]

We look forward to receipt of your Proposal.

Yours sincerely
[redacted]

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Schedule 3

Schedule 3

Sample Services Order

[redacted]

Mr Lucas Cobb
VP Integrated Planning
MMGY Global
4601 Madison Avenue
Kansas City
MO 64112

(MMGY GLOBAL, Llc. hereinafter described as **"the Contractor"**)

Dear Mr Cobb

We refer to the Framework Agreement for the provision of DM Services dated [redacted] Terms and expressions defined in the Framework Agreement shall bear the same meanings where used herein.

Tourism Ireland issued a Request for DM Services in accordance with **Clause 3** of the Framework Agreement and invited a Proposal from you for the provision of DM Services in respect of [redacted] (described below) on [redacted]

You submitted a Proposal on [redacted] and Tourism Ireland now wishes to engage the Contractor to provide the DM Services more particularly described hereunder in accordance with the provisions of the Framework Agreement and this Services Order.

1. DM Services
The Contractor shall provide the following DM Services:
[redacted]

2. Output and Deliverables
The Contractor shall produce the following reports, documentation, materials or other items and deliverables:
[redacted]

3. Programme
The Contractor shall provide the DM Services and shall produce the deliverables identified above [by the following agreed deadline/in accordance with the following agreed schedule
[redacted]

4. Price and Payment

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Subject to and in full rendition of the Contractor's DM Services hereunder, Tourism Ireland agrees to pay the Contractor [redacted]

5. Team

The following shall be the Team for the purposes of the Framework Agreement and this Services Order; [redacted]

6. Other terms and conditions

[redacted]

No contract shall exist until this Services Order is signed by both parties. We would be obliged if you would counter-sign and return this letter to acknowledge acceptance of the terms outlined above.

Yours sincerely

SIGNED by

_____

for and on behalf of **Tourism Ireland Limited**

COUNTER-SIGNED in acceptance of the above instructions and terms by:

_____ *Date:*

for and on behalf of **MMGY GLOBAL, LLC.**

[redacted]

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Schedule 4

Escalation Procedure

In the event of a dispute in relation to the interpretation or fulfilment of any of the provisions of this Framework Agreement, the parties shall, in accordance with **Clause 28.1.1,** submit the dispute to the following personnel:

Contractor Representative:

Hugh McConnell	**Chief Financial Officer & EVP, Operations**

Tourism Ireland Representative

Alan Myles	**Financial Controller**

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Schedule 5

Rates Table

From Contractor's Tender Submission

DATA PROGRAM BUDGET BREAKDOWN

COST ITEM DESCRIPTION	COST ($)
Creation of campaign design *Inclusive in other fees*	—
Development of communications strategy ** Existing Data Segmentation/Augmentation/Persona Design*	$25,000*
Sourcing and procurement of data lists / "look-alikes"	$12,500
Project co-ordination fee	$15,400
Total staff costs (to agree with total in Table below) *These costs are included in the coordination and analysis fees*	—
3 sets of changes	—
Campaign analysis and presentation of results	$12,750
Any other cost/s that may apply *Portrait of the American Traveler Research Subset* *Lead Acquisition*	$82,500 $12,500 $70,000
Sales Tax @ _____ %	—
Overall cost of project	$148,100

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COST ITEM DESCRIPTION	COST PER HOUR($)	NO. OF HOURS	TOTAL COST ($)
Hourly rate of Junior Designer	$125	0	0
Hourly rate of Senior Designer	$150	4	600
Hourly rate of Junior Copywriter	$125	0	0
Hourly rate of Senior Copywriter	$150	4	600
Hourly Rate of Account Manager	$125	40	5000
Hourly Rate of "Other" if applicable [Description of "Other" required] Account Supervisor	$150	28	4200
Hourly Rate of "Other" if applicable [Description of "Other" required] Account Coordinator	$85	0	0
Additional Hourly Rates			
HTML Developer	$ 100	0	0
Data Analyst	$ 150	60	9000
Media Planner	$ 125	48	6000
Content Strategist	$ 135	20	2700
Total		204	$28.100

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CONSUMER PROGRAM BUDGET BREAKDOWN

COST ITEM DESCRIPTION	COST ($)
Creation of campaign design	$15,260
Development of communications strategy	$18,690
Sourcing and procurement of data lists / "look-alikes"	—
Project co-ordination fee	$96,000
Total staff costs (to agree with total in Table below) *These costs are included in the coordination and analysis fees*	
3 sets of changes *Inclusive in other fees*	—
Campaign analysis and presentation of results	$16,000
Any other cost/s that may apply	
Sales Tax @ _____ %	—
Overall cost of project	$145,950

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Cost Item Descripton	Cost Per Hour	No of Hours	Total Cost
Junior Designer	125	168	21000
Senior Designer	150	80	12000
Junior Copywriter	125	156	19500
Senior Copywriter	150	124	18600
Account Manager	125	150	18750
Account Supervisor	150	88	13200
Account Coordinator	85	104	8840
HTML Developer	100	82	8200
Data Analyst	150	104	15600
Media Planner	125	0	0
Content Strategist	135	76	10260
		1132	**145950**

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Schedule 6

Key Personnel

Name	Position
Contractor	
Lucas Cobb	**VP, Integrated Planning**
Whitney Attebury	**Email Marketing Supervisor**
Kathleen Gerber	**Email Marketing Program Coordinator**
Jessica Schultz	**Director of Integrated Media Planning**
Leslie ONeal	**Email Marketing Program Coordinator**
Chase Porter	**Director, Data, Measurement & Analytics**
Rui Xu	**Marketing Analyst**
Rick Dunn	**Executive Creative Director**
Justin Farmer	**Creative Director**
Ashley Allen	**Senior Interactive Art Director**
Justin Bell	**Art Director**
Joel Henning	**Senior Copywriter**
Robert Patterson	**Content Strategist**
Tourism Ireland	
Alison Metcalfe	**Vice President Marketing, USA**
Orla Carey	**Manager - Advertising & Digital Marketing**
Deirdre O'Brien	**Advertising & Consumer Engagement Executive**

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