

CONTRACT FISCAL INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND ATTACH TO CONTRACT WHEN IT IS TIME TO ROUTE CONTRACT FOR APPROVALS AND SIGNATURES.

CONTRACTOR'S NAME: New Orleans CVB (Foreign Representatives)

CONTRACTOR'S ADDRESS: 2020 St. Charles Ave., New Orleans, LA 70130

CONTRACTOR'S FEDERAL ID# or

SOCIAL SECURITY # 72-0540607

CONTRACTOR'S CONTACT PERSON: Kim Priez or J. Stephen Perry

CONTRACTOR'S TELEPHONE: 504-566-5011/504.566.5033

EMAIL ADDRESS: kpriez@neworleanscvb.com

TOTAL CONTRACT AMOUNT: \$525,000.00 Amendment Amount: N/A

CONTRACT PERIOD: 7/01/13- 06/30/14

FUNDING AGENCY: DCRT, Office of Tourism

SOURCE OF FUNDS: Agency Appropriation (N/A)
State: _____ Percent
Federal _____ Percent
Self-generated _____ Percent

Organ. 6786	Object 3000	Sub object <u>38</u>	Reporting Cat. 7413 <i>ml</i>
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____
Organ. _____	Object _____	Sub Object _____	Reporting Cat. _____

BRIEF DESCRIPTION OF SERVICES:

Cooperative Endeavor to maintain the services of four (4) international tourism representatives, to promote Louisiana tourism resources and assets in foreign countries. The goal is to maintain Louisiana competitiveness in the tourism industry.

CHECK OFF IF APPLICABLE TO THE CONTRACTOR AND PROVIDE THE

NECESSARY DOCUMENTATION:

CORPORATIONS:

_____ **Nonprofit Corporation**
(Requires Board Resolution of Authority)

_____ **Business Corporation**
(Requires Board Resolution of Authority and Disclosure of Ownership)

 X **Louisiana Commissioned Agency (Not for Profit)**

_____ *Limited Liability Company*

_____ **Out of State Corporation**
(Requires Certificate of Authority to do business in Louisiana and requires agency justification)

_____ *Limited Liability Company*

_____ **Sole Proprietor**
(Requires statement written on company letterhead/stationary stating that the person is indeed the sole owner and as such has the authority to sign on behalf of the company)

_____ **Out of State Contractor**
(Requires agency justification)

_____ **Contractor is a Consultant**
(Requires resume if contracting with individual or sole proprietor of a company)

_____ **Advance Payment**
(Requires justification from contractor and agency approval)

_____ **Multiyear Contract**
(Requires agency justification)

_____ **RFP Contract**

STAFF PERSON TO MONITOR CONTRACT: Mike Prejean

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF ORLEANS

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter sometimes referred to as the "State" or "LOT", and the New Orleans Convention and Visitors Bureau, officially domiciled at 2020 St. Charles Ave., New Orleans, Louisiana 70130, hereinafter sometimes referred to as "Contractor" or "NOCVB".

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, in accordance with La. R.S. 51:1254, the Office of Tourism was established to be responsible for the design, plan, development and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folklife, recreational and leisure opportunities, natural and scenic resources, transportation, cuisine, sites, attractions, accommodations and events, and the Office of Tourism is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R.S. 51:1255, the Office of Tourism is also mandated to cooperate with all governmental agencies, tourists, promotion agencies, private industry, and private nonprofit associations and organizations in promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups, and other activities necessary and proper to promote and assist in the expansion of tourism and the tourism industry in Louisiana; and

WHEREAS, in accordance with the Office of Tourism's Master Plan to expand and increase the economic impact of tourism on Louisiana through strong and effective public initiatives, the State and the Contractor desire to collaborate in the promotion of Louisiana as a unique tourism travel destination by cooperating in funding, directing, and supporting efforts to maintain four Foreign Representatives working in international markets to promote Louisiana tourism as described below ("Agents"); and

WHEREAS, the State's objectives are to collaborate with the Contractor in (1) providing direction and funding to support the activities of knowledgeable Agents working in Canada, France (with Belgium), Germany (with Austria and Switzerland), and the United Kingdom (with Ireland), hereafter sometimes collectively referred to as "the targeted international markets;" and (2) to cooperate in international tourism promotions and project work in Mexico, Brazil, The Netherlands, Scandinavia, China, Australia, and Japan, hereafter sometimes referred to as "emerging markets." The collaboration greatly enhances the parties' abilities to reach a broader marketing base in the targeted international markets and emerging markets; and

WHEREAS, the public purpose of this cooperative endeavor is the expansion and promotion of tourism and the tourism industry in Louisiana, resulting in increased economic activity and tax revenues for the state and local government. The goals are to attract visitors to Louisiana, to maintain competitiveness in the tourism industry, and to promote a positive image of Louisiana as a tourism destination by maximizing

the visibility of Louisiana's tourism assets in the targeted international markets and emerging markets; and

WHEREAS, based on past experiences in collaborating with the Contractor in maintaining international representation for Louisiana tourism, the State has a demonstrable, objective and reasonable expectation of receiving a benefit or value at least equivalent to the amount to be expended through this cooperative endeavor.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

The parties agree to provide the following services, which are described in greater detail in the attached Exhibits, which are by this reference incorporated herein.

A. The **State** hereby agrees to:

1. Provide a maximum amount of \$525,000.00 (65% of total funding) to provide funding on a monthly basis for the services and activities set forth in Exhibits B and C.
2. Provide ongoing consultative and advisory services to NOCVB to ensure mutual understanding and agreement regarding working initiatives.
3. Provide current tourism-related promotional materials to Agents to be used for distribution and display at international marketing events.
4. Coordinate the use of Agents for the purpose of promoting Louisiana with other tourism entities located outside of the New Orleans metropolitan area.
5. Provide direction to the Contractor regarding the State's international marketing priorities to be implemented in its Louisiana promotional efforts, sales missions and special marketing events.

B. The **Contractor** hereby agrees to:

1. Hire, maintain, manage and provide fiscal responsibility and oversight for the activities of four Agents dedicated toward the marketing of Louisiana tourism by: 1) entering into agreements with each Agent; 2) managing each agreement and Agent to ensure that all requirements for programs, activities, and initiatives are fully understood; and 3) ensuring that services are provided as outlined in the Statement of Work and Budget (Exhibits B and C).
2. Supervise, require regular, monthly feedback and reports from all Agents, and provide support staff to assist Agents in their efforts at international marketing events and when engaging in missions, as may be necessary. Contractor is responsible for 35% of all expenses associated with support staff.
3. Ensure that each Agent provides the minimum monthly services on behalf of the State and the NOCVB as detailed in Exhibit C.

4. Provide the State regular updates of all Agent activities. Contractor must notify the State of relevant developments, market trends, challenges, opportunities, and other changes that will affect the achievement of the objectives of this endeavor. Contractor shall notify the State in advance of any adjustments to specific projects of the Agents in response to said developments, such as changes in promotion materials, marketing areas of concentration, developing sales missions, public relations missions, business missions, or tours, etc.
5. Respond promptly to State's requests for information regarding the Agents' performance.
6. Upon completion of all services, and with the request for the last payment, Contractor shall complete a performance evaluation which shall summarize initiatives, events, activities, and efforts with measurable results to determine whether or not the goals and objectives were achieved.
7. Make payments to the Agents for services.
8. Ensure that each Agent conducts research and provides a Research Travel Report that includes an annual review of all tour operators and other trade programs presently promoting the New Orleans metropolitan area and other tourism markets in Louisiana. Research information should be directly derived from the tour operators and airlines that presently serve or sell products in the New Orleans metropolitan area and other areas of Louisiana.
9. Plan, coordinate and implement international tourism promotions and project work targeting international leisure travelers from the emerging markets as detailed in Exhibits B and C.

Payment Terms

The State hereby agrees to provide a maximum fee of **FIVE HUNDRED TWENTY-FIVE THOUSAND US DOLLARS (\$525,000.00)**, the State's share of the expense (65% of the total partnership cost) for maintaining the offices and services of (4) full-time Agents and for marketing activities in the emerging markets as per the attached Budget, Exhibit B. All travel and other expenses constitute part of the total maximum payable and will not be reimbursed or paid separately.

Upon satisfactory performance of work by Agents and the Contractor, payments shall be made to the Contractor in the following manner:

Contractor shall submit to the State monthly an original invoice at a maximum amount not to exceed **FORTY-THREE THOUSAND, SEVEN HUNDRED FIFTY US DOLLARS (\$43,750.00)**, the State's share of the total monthly fee to be paid for maintaining the Agents and emerging market promotions. Upon receipt of the invoice and Monthly Activity Reports, and verification of reported information by the State's Contract Monitor, the State shall disburse payment to the Contractor. Payment is also contingent upon approval of this Agreement by the Louisiana Division of Administration, Office of Contractual Review and the availability of funds.

The International Programs Manager of the Office of Tourism, Mike Prejean, or his supervisor or successor, is responsible for reviewing the Monthly Activity Reports and other information submitted to ensure the performance of services is in compliance with the terms of the Scope of Services. Therefore, the State reserves the right to reduce the maximum monthly payment for inadequate performance or for non-compliance with the terms of the Scope of Services. Should a reduction in payment be necessary, the Contract Monitor will notify the Contractor regarding the cause, and the Contractor will be given the opportunity to reconcile the matter or concern prior to the adjustment.

Contractor is informed that no funds appropriated under Act 14 of the 2013 Regular Legislative Session shall be transferred to an entity which is not a budget unit of the State unless the Contractor executes a copy of this Agreement and submits to the State for approval a comprehensive budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. LOT shall submit this Agreement, the Budget, and any other required information to the Louisiana Legislative Auditor for approval.

If the Contractor has defaults on the Agreement, breaches the terms of the Agreement, ceased to do business, or cease to do business in Louisiana, it shall be required to repay the State in accordance with the State's terms.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contractor's obligation and identified under federal tax identification number 72-0540607.

Termination for Cause

The State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate the Agreement for cause upon the failure of the State to comply with the terms and conditions of this Agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at Contractor's expense at termination or expiration of this Agreement.

Assignment

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however that

claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditor's Clause

It is hereby agreed that in accordance with La. R.S. 24:513 the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration and/or Department of Culture, Recreation and Tourism auditors shall have the option of auditing all accounts of the Contractor and/or the Agents that relate to this Agreement.

Fiscal Funding Clause

The continuation of this Agreement is contingent upon the Legislative appropriation of funds to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Term of Contract

This Agreement shall begin on **July 1, 2013** and shall terminate on **June 30, 2014**.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Indemnification Clause

Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

Amendment Clause

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, and executed by all parties, and approved by the Director of the Louisiana Division of Administration, Office of Contractual Review.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on September, 19, 2013.

WITNESSES:

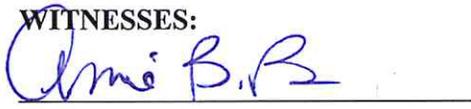
DEPARTMENT OF CULTURE,
RECREATION AND TOURISM


Marlene Curcio

Kyle Edmiston 9/19/13
Kyle Edmiston, Assistant Secretary
Office of Tourism
Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on September, 20, 2013.

WITNESSES:


Arnie B. B.

Linda Smith

Charles R. Davis
Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED AT New Orleans, Louisiana on October, 3rd, 2013.

WITNESSES

NEW ORLEANS CONVENTION AND
VISITORS BUREAU


J. Stephen Perry

L. Stephen Perry

J. Stephen Perry
J. Stephen Perry, President

Exhibit A

Agency: Department of Culture, Recreation and Tourism, Office of Tourism
Contractor: New Orleans Convention and Visitors Bureau (NOCVB)
Contract Monitor: Mike Prejean, International Program Manager of the Office of Tourism

Purpose: The purpose of this cooperative endeavor is the expansion and promotion of tourism and the tourism industry in Louisiana, resulting in increased economic activity and tax revenues for the state and local government.

Goal: The goal is to attract visitors to Louisiana, to maintain competitiveness in the tourism industry, and to promote a positive image of Louisiana as a tourism destination by maximizing the visibility of Louisiana's tourist assets in the targeted international markets.

Objectives: The objectives are to maintain four (4) Agents dedicated to marketing Louisiana tourism products, resources, and/or assets in Canada, France (with Belgium), Germany (with Austria and Switzerland), and the United Kingdom (with Ireland), and to cooperate in international tourism promotions and project work in Mexico, Brazil, Netherlands, Scandinavia, Japan, Australia, and China.

Deliverables include: 1) management and fiscal responsibilities, 2) supervision, direction, and support of Agents, 3) collection and submission of complete Monthly Activity Reports from each Agent, 4) notifications to the State specific project adjustments or needs of the Agents, 5) ensuring the fulfillment of any request for information from Agents, 6) monthly payments to Agents for services, 7) the annual Research Travel Report, 8) performance evaluations for each Agent, 9) monthly invoices, and 10) supporting documentation for international tourism promotions and project work in the emerging markets.

Performance Measures: The Contractor's performance will be measured by: 1) timely submission of complete and organized Monthly Activity Reports, 2) number of sales calls made by Agents, as noted in reports, 3) number of Louisiana tourism articles published in the international targeted markets and emerging markets, 4) increases in the number of foreign inquiries received by the State, 5) increases in foreign travel and visitation to Louisiana from the targeted international markets and emerging markets, 6) number of FAM tours, sales missions, and media activities each Agent initiates and/or participates in, 7) amount of publicity materials requested and distributed in the targeted international markets, and 8) relevant content presented in the Research Travel Reports.

Monitoring Plan:

Mike Prejean, the International Programs Manager of the Office of Tourism, or his supervisor or successor will serve as the State's Contract Monitor and will ensure that services and deliverables are completed to the reasonable satisfaction of the State on a monthly basis as follows:

Contract Monitor shall:

- Provide ongoing communication to NOCVB to ensure mutual understanding and agreement regarding working initiatives.
- Provide current tourism-related promotional materials to Agents to be used for distribution and display at international marketing events.
- Coordinate the use of Agents for the purpose of promoting Louisiana with other tourism entities located outside of the New Orleans metropolitan area.

- Provide direction to the Contractor regarding the State's international marketing priorities to be implemented in its Louisiana promotional efforts, sales missions and special marketing events.
- Review and verify the Monthly Activity Reports to ensure compliance with the terms of the Agreement and secure any missing information.
- Review and approve invoices.
- Upon completion of all services, the Contract Monitor will submit the final performance evaluation to the Office of Management and Finance within 45 days of the termination or expiration of the Agreement.

Utility of Final Product:

The services and information that will be provided by the Agents and the Contractor under the terms of this Agreement will assist Louisiana in strengthening and supplementing the State's international tourism marketing efforts. Services will also support the State's tourism goal to increase visitors to Louisiana and maximize the potential economic impact of the international tourism market on Louisiana by promoting Louisiana as a unique and desirable tourism destination.

Exhibit B

**INTERNATIONAL OFFICE BUDGETS
July 1, 2013 – June 30, 2014**

CANADA BUDGET

Agent Direct Expenses	Budgeted	LOT Cost
Account Services: Includes all operational expenses and activities incurred on behalf of the State and Contractor, including but not limited to staffing, office operations, postage/shipping, telephone, development and printing of collateral and operation materials, and other business expenses.	\$98,880	\$64,272
Promotions/Marketing: Includes the International Pow Wow (IPW), Lt. Governor's Summit, registration/booth fees for participation in consumer and trade shows as noted in marketing plan. Also covers trade familiarization trips, Internet and social media-marketing, familiarization trips, management of Brand USA advertising as needed by LOT, membership cost in TMAC and Discover America, and other Canadian sales missions.	\$72,920	\$47,398
Public Relations/Events: Includes but is not limited to press release translations and distribution, media and trade events coordination, media familiarization, tour programs, and clipping services.	\$6,000	\$3,900
Total Contract Budgeted	\$177,800	
LOT 65% Participation Total		\$115,570
NOCVB Total	\$ 62,230	

FRANCE & BELGIUM BUDGET

Agent Direct Expenses	Budgeted Cost	LOT Cost
Account Services: Includes all operational expenses and activities incurred on behalf of the State and Contractor, including but not limited to, staffing, office operations, postage/shipping, telephone, development and printing of collateral and operating materials, and other miscellaneous business expenses.	\$96,820	\$62,933
Promotions/Marketing: Includes IPW, Lt. Governor's Summit, USA workshops, tour operator road shows, travel shows, internet and social media marketing, trade familiarization trips, management of cooperative marketing programming, management of Brand USA advertising as needed by LOT, and Visit USA France and Belgium memberships.	\$48,000	\$31,200
Public Relations/Events: Includes but is not limited, to press release translation and distribution, coordination and attendance at media and trade events, media familiarization tour programs, and clipping services.	\$9,000	\$5,850
Total Contract Budgeted	\$153,820	
LOT 65% participation total		\$99,983
NOCVB total	\$53,837	

GERMANY/AUSTRIA/SWITZERLAND BUDGET

Agent Direct Expenses	Budgeted Cost	LOT Cost
Account Services: Includes all operational expenses and activities incurred on behalf of the State and Contractor, including but not limited to, staffing, office operations, postage/shipping, telephone, development and printing of collateral and operation materials, storage of collateral and operational materials, and other business expenses.	\$96,820	\$62,933
Promotions/Marketing: Includes IPW, Lt Governors' Summit, internet and social media marketing, Visit USA Austria, Germany and Switzerland Memberships, Visit USA trade shows, consumer travel shows, Deep South USA Travel Agent Event, sales mission, management of cooperative marketing programming, and management of Brand USA advertising as needed by LOT.	\$47,000	\$30,550
Public Relations/Events: Includes but is not limited to, press release translation and distribution, media and trade events coordination and attendance, media familiarization tour programs, clipping services.	\$10,000	\$6,500
Total Contract Budgeted	\$153,820	
LOT 65% participation total		\$99,983
NOCVB total	\$53,837	

UNITED KINGDOM / IRELAND BUDGET

Agent Direct Expenses	Budgeted Cost	LOT Cost
Account Services: Includes all operational expenses and activities incurred on behalf of the State and Contractor, including but not limited to staffing, office operations, postage/shipping, telephone, development and printing of collateral and operating materials, and other business expenses.	\$103,000	\$66,950
Promotions/Marketing: Includes Lt. Governor's Summit, World Travel Market (WTM) London, IPW, trade and consumer shows, Visit USA trade road shows, Deep South Mission, trade familiarization trips, management of cooperative marketing programming, management of Brand USA advertising as needed by LOT, Visit USA UK and Ireland Memberships, and UK sales mission.	\$77,000	\$50,050
Public Relations/Events: Includes but is not limited to press release translation and distribution, media and trade events coordination and attendance, media familiarization tour programs, clipping services.	\$8,000	\$5,200
Total Contract Budgeted	\$188,000	
LOT 65% participation total		\$122,200
NOCVB total	\$65,800	

Other Account Services/Expenses

Emerging Markets Budget

Promotional Expenses	Budgeted Cost	LOT Cost
Account Services: Includes all expenses and activities incurred in emerging markets on behalf of the State and Contractor, including providing for support staff..	\$84,000	\$54,600
Promotions/Marketing: Includes management of sales and marketing projects, management of tour operator and/or consumer programming, sales calls, travel trade and consumer shows, and management of Brand USA advertising as needed by LOT.	\$28,000	\$18,200
Public Relations: Includes but is not limited to press release translations and distribution, media and trade events coordination, cost associated with media familiarization tours and other programs, publicity, social media, and online programming.	\$22,222	\$14,464
Total Contract Budgeted	\$134,222	
LOT 65% participation total		\$87,264
NOCVB Total	\$46,958	

SUMMARIZED COST BREAKDOWN

Funding Areas	Total Cost	NOCVB Cost	LOT Cost at 65%
Canada	\$177,800.00	\$62,230.00	\$115,570.00
France/Belgium	\$153,820.00	\$53,837.00	\$99,983.00
Germany/Austria/Switzerland	\$153,820.00	\$53,837.00	\$99,983.00
United Kingdom/Ireland	\$188,000.00	\$65,800.00	\$122,200.00
Emerging Markets Promotional Expenses	\$134,222.00	\$46,958.00	\$87,264.00
TOTALS	\$807,662.00	\$282,662.00	\$525,000.00

LOT MONTHLY COST is \$525,000.00/12 = \$43,750.00

Exhibit C

STATEMENT OF WORK

1. **Administrative** - Subject to the terms and conditions set forth herein, NOCVB, in partnership with the State in this cooperative effort, agrees to enter into contracts/agreements with and manage the services of four (4) Agents in the markets of Canada, France (with Belgium), Germany (with Austria & Switzerland), and the United Kingdom (with Ireland) and to manage and oversee cooperative international tourism promotions and project work in Mexico, Brazil, Netherlands, Scandinavia, Mexico, Australia, Japan and China.

The goal of this endeavor is to attract visitors to Louisiana, to maintain competitiveness in the tourism industry, and to promote a positive image of Louisiana as a tourism destination by maximizing Louisiana's visibility as a desirable travel destination to targeted international markets. The markets were chosen based upon recent data-based research of markets that have been previously successful for Louisiana and markets that have consistently ranked high as emerging markets for Louisiana. The State has developed an approach that includes increasing consumer and trade awareness of Louisiana through proven and new promotional activities.

NOCVB will hire Agents, maintain, and manage the services provided by each Agent, and report to the State the activities on a monthly basis. NOCVB shall ensure that each Agent submits Monthly Activity Reports and shall note any expectations that are not being met by the Agents. NOCVB is required to ensure the fulfillment of all required services, take corrective action if necessary, and do all things necessary to ensure that goals and objectives are achieved.

2. **Approach**- New Orleans and Louisiana continue to enjoy strong business relationships with the international tourism consumer and travel trade industry. However, it has been noted through discussions with travel partners and research of consumer behavior that New Orleans and Louisiana would benefit from a more balanced marketing approach; this endeavor strives to effectively share Louisiana and New Orleans' message equally among trade professionals and the travel consumer.
3. **Focus in Target Markets** - In order to increase the number of foreign visitors to New Orleans and Louisiana from the targeted markets specified in this Agreement, activities performed by the Agents shall include, but not be limited to, the following:
 - a. Agents will update the Louisiana tourism message to consumers by assisting the State and the NOCVB in focusing on consumer events that will maximize and strengthen media and public relations efforts in international markets through special events, targeted festivals, trip giveaways and promotions.
 - b. Focus on consumer-based tourism promotion by identifying advertising opportunities which simultaneously augment Louisiana and New Orleans' appeal to consumers and reveal cost-effective mass marketing.
 - c. Participate in select tourism and travel trade efforts.
 - d. Implement Promotions/Direct Mailings to stay connected to top tour operators.

- e. Implement and participate in educational workshops, seminars and incentive packages designed for top tour operators to push Louisiana packages to their top customers through their communications.
 - f. Assist in identifying new itineraries or new themes that would appeal to each international market.
4. **Trade Fairs/Shows** – Each Agent shall recommend to NOCVB and LOT concurrently those consumer shows, festivals, special events and trade fairs in which NOCVB/LOT should participate, and assist NOCVB/LOT at these special events outlined in NOCVB’s/LOT’s Annual Marketing Plan. The NOCVB and LOT must approve the Agent’s participation.

Familiarization Tours - In cooperation with an airline, each Agent shall identify a number of the top clients with potential incentive travel and/or wholesale/FIT business to be invited on a familiarization tour of New Orleans and Louisiana, during the period of the contract. Four (4) to six (6) participants must be included in the group and staff from the Agents shall escort the group through the tour. The Agent will be responsible for arranging the familiarization tour participants and proposing appropriate components for itinerary.

5. **Sales Trips** - Each Agent, in cooperation with a NOCVB/LOT representative, shall arrange sales calls in each international market and plan one annual sales trip (may take place in conjunction with trade fairs/shows). The Agent shall be responsible for arranging all on-site components of sale calls, including but not limited to meals, travel, scheduling and communication with sales office.
6. **Carry Out Monthly Sales Calls** – Each full-time international office shall engage in monthly, person-to-person direct sales calls representing Louisiana tourism, which shall result in tentative leads provided to NOCVB and LOT for distribution to direct marketing organizations and members of the NOCVB. Each Agent must also engage in media pitches and telemarketing calls to potential travelers or to agents of potential travelers. NOCVB and LOT will provide Agents with updates in information to be used when making sales calls. Sales calls shall emphasize:
- a. The variety of attractions available in the New Orleans metropolitan area and Louisiana, including museums, historic homes, sites, and gardens, tours, cruises, etc.;
 - b. The unique cuisine and entertainment offerings;
 - c. The Tax-free shopping program for international visitors;
 - d. The warm, sunny climate of the region;
 - e. The unique cultural and historical attributes of the lifestyle, architecture and historic districts;
 - f. The geographic and cultural diversities that is part of Louisiana’s culture; and,
 - g. The multiple opportunities that are available for planning trips or travel during peak periods, events, and seasonal holiday activities.
7. **Liaison/Miscellaneous Projects** – Each international office shall respond on an “as needed” basis to a variety of requests from NOCVB and LOT as are appropriate and not inconsistent with this Contract.

8. **New Programs and Expand on Current Programs** – Each international office shall assist in retaining and expanding current programs to bring visitors to New Orleans and Louisiana. Agents shall provide program information to NOCVB/LOT as developments occur, and prior to tour operators launching their USA products.
9. **Increase Louisiana's Visibility** - To create increased visibility of New Orleans and Louisiana in the trade and consumer media, each international office shall perform the following public relations activities:
 - a. Organize and facilitate the hosting of a minimum of one press trip for consumer journalists and trade press.
 - b. Act as liaison office for individual journalists in each market and provide and serve journalists with information as needed, whenever possible (including news releases, press kits, photos, videos, slides, etc.). When necessary, Agents shall refer journalist to NOCVB and LOT for further assistance.
 - c. Distribute to the media, periodic press releases annually prepared by NOCVB and LOT, which will highlight upcoming events and information that may be of potential interest to each foreign market.
 - i. Follow up with the media regarding Louisiana tourism coverage and provide copies of press reports to NOCVB and LOT.
 - ii. Initiate special features on New Orleans and Louisiana in travel publications and assist Louisiana in responding to individual requests from journalists;
 - iii. Work with the appropriate airlines to encourage travel to New Orleans and Louisiana and to present Louisiana as a featured destination in airline magazines and newsletters to the travel trade industry.
 - d. Work with the trade press in each market concerning any special functions at which NOCVB and LOT are to be represented. This shall include press relations done on behalf of NOCVB and/or LOT prior to and during any trade shows, such as those outlined in the NOCVB and LOT marketing plans, including feedback from special trade missions, etc.. Agents are responsible for inviting guests, including media to press events when appropriate, and shall engage in efforts to create press opportunities, interviews, etc.
 - e. Maintain a photo and slide library that represents New Orleans and Louisiana for promotional and information purposes.
 - f. Take advantage of any unplanned media opportunities and special promotions which occur during the year, by effectively, creatively and professionally representing Louisiana tourism interest.
10. **Monthly Activity Reports** - Each Agent must submit two copies of its Monthly Activity Report. One copy will be submitted directly to the NOCVB and the other copy will be submitted directly to the State. The reports shall include comprehensive information regarding efforts and sales activities engaged in by the Agents and their responsible staff. Monthly Activity Reports must be received by the NOCVB and the State before payments will be disbursed to the Agents.

The Monthly Activity Reports shall include at minimum, the following information:

- a. Number of travel trade sales calls made in person to travel industry representatives including names, dates, and contact information
- b. Number of media pitches made including names, dates and contact information
- c. Number of telemarketing calls to potential travelers or agents including names, dates and contact information
- d. List of notable initiatives
- e. Details regarding media stories generated, including the names of publications. Also attach copies of articles that are the result of publicity efforts
- f. Copies of consumer advertisements from publications placed on behalf of the State and printed materials that relate to Louisiana travel generated by an increased awareness of Louisiana as a tourism destination
- g. Information regarding the representation of the State's interest at trade and consumer trade shows
- h. Information regarding familiarization trips ("FAM trips") hosted, if any
- i. A list of other relevant tourism events, meetings, and/or conferences attended or organized for the purpose of promoting Louisiana tourism.
- g. The State may require a separate report from the Monthly Activity Report for special initiatives requested by the State.

11. Conduct Research and Submit Report – Each international office will conduct research that will include an annual review of all tour operators and other trade programs presently promoting the New Orleans metropolitan area and other Louisiana markets. This research must consist of information that is directly derived from the tour operators and airlines that presently sell and offer products for the New Orleans metropolitan area and Louisiana. Research will also include a staff visit to New Orleans and Louisiana for a structured discussion with the LOT, and NOCVB staff, and other travel industry representatives. The Research Travel Report must be provided to the State, and include tour operator company names, key contacts, addresses, phone, and fax, and must include available city packages, group tours, New Orleans and Louisiana hotels used, the annual volume by room nights, and the percentage of individuals and percentage of group business travel.

12. Initiatives for Emerging Markets– The NOCVB, in cooperation with the State, shall plan, coordinate and implement international tourism promotions and project work targeting international leisure travelers from the aforementioned emerging markets as follows:

Management of sales and marketing projects, tour operator and consumer programming, sales calls, travel trade and consumer shows, and management of Brand USA advertising, press release translations and distribution, media and trade events coordination, cost associated with media familiarization tours and other programs, publicity, social media, and online programming.