

CONTRACT
Between
Alaska Seafood Marketing Institute (ASMI)
and
“CONTRACTOR”

APPENDIX C

SERVICES TO BE PERFORMED

Article C-1 General: This agreement is entered into between the State of Alaska, Department of Commerce, Community and Economic Development, Alaska Seafood Marketing Institute, hereinafter referred to as "Client" or "ASMI", whose place of business is 311 N. Franklin Street, Suite 200, Juneau, Alaska 99801 and COMPANY NAME hereinafter referred to as "Contractor", whose place of business is ADDRESS /COUNTRY. The Client is further defined as the Board of Directors of the Alaska Seafood Marketing Institute (ASMI) through its full-time staff located in Juneau, ALASKA, USA.

Article C-2 Terms of Contract: All provisions of the request for proposals issued by the State of Alaska, Department of Commerce, Community and Economic Development, Alaska Seafood Marketing Institute (ASMI), DATE and all provisions of the Contractor's proposal to the extent those provisions are consistent with the terms of this Contract, are incorporated in the Contract by reference and constitute binding obligations of the parties.

It will be the Contractor's responsibility to act as the Trade Liaison for the Client in COUNTRY and to conduct such other advertising and public relations activities as designated in the Client's activities as outlined in the Unified Export Strategy (UES) documents pertaining to COUNTRY.

The Contractor shall work in close coordination with the Client through ASMI's International Program Manager and MARKETING Coordinator to perform the tasks set forth below. Contractor's management responsibilities pertain to all aspects of Client's marketing programs in COUNTRY. and will include: 1) trade/consumer/HRI contact, 2) implementation of trade/consumer/HRI promotions, advertising and public relations activities, 3) communication and coordination, 4) strategic planning, 5) identification of trade barriers, and 6) administration. Contractor shall endeavor to ensure that Client's marketing moneys are expended in the most cost-efficient and effective manner possible by bidding out any and all jobs in excess of US\$5,000.00 in accordance with regulation 1485.23 SEC. C, sub 2, IV. Client is required to retain records by activity for all such competitive bid processes.

In order to expand the consumption of Alaska seafood AND RAISE THE VALUE in COUNTRY, Contractor will implement a targeted market campaign to compete with non-alaskan seafood products. Specific activities include retail merchandising, consumer advertising, production of generic materials, food service sector marketing and tracking consumer response as outlined in the Clients activity plan. Any and all materials produced, UNDER THE SCOPE COVERED IN THIS CONTRACT, are the sole property of ASMI.

Article C-2a Trade Contact: Contractor will maintain close contact with individuals representing the interests of importers, wholesalers, retailers, processors, and/or distributors. The purpose of the contacts will be to assess market needs, identify opportunities for promotion of Alaska seafood, and to communicate Client's promotional plans to those handling Alaska seafood sufficiently in advance of program execution so that tie-in activities may be planned.

Contractor agrees to gather market information from the trade and forward this information to the Client on a monthly basis. Contractor will also be responsible for distribution of point-of-purchase materials and agrees to facilitate all activities pertaining to the promotion of Alaska seafood products.

Contractor will arrange, coordinate, and oversee execution of joint promotions with the trade. Contractor will ensure that implementation of agreed-upon joint promotional activities occur in accordance with approved Client marketing plans and in compliance with ASMI INTERNATIONAL MARKETING PROGRAM, INCLUDING BUT NOT LIMITED TO: ASMI INTERNATIONAL MARKETING PROGRAM POLICIES AND REGULATIONS,

INCLUDING THE STATE OF ALASKA REGULATIONS AND STATE AAM, FAS/MAP REGULATIONS, AND ANY AND ALL REGULATIONS AND POLICIES THAT ARE COVERED UNDER THE SCOPE OF THIS AGREEMENT.

Article C-2b Communication/Coordination: Contractor will be required to become familiar with the (DELETE complex) federal regulations governing INTERNATIONAL program operations and will ensure that all promotional activities are in compliance with the regulations. Contractor will communicate market information collected through trade contacts to Client and its contractors, such as advertising and public relations firms, should they be utilized, so that practical and productive promotional plans can be formulated.

Contractor will be expected to establish and maintain communications with the U.S. Embassy and Agricultural Trade Office in COUNTRY in order to keep U.S. government officials involved in and apprised of Client's INTERNATIONAL program activities.

Contractor will coordinate all trade relations and special promotions/events to ensure that such efforts are unified and consistent with goals and objectives defined in Client's marketing plans AND THE UES.

Article C-2c Strategic Planning: Contractor will perform a lead role in the strategic planning of Client's export program promotions in COUNTRY. Contractor will be responsible for organizing independent and group planning sessions with Client's designated subcontractors for this purpose. Contractor will conduct a preliminary review of all subcontractor recommendations to determine if they meet program objectives and are responsive to market needs and will work with subcontractors to refine strategies and tactics as necessary. Contractor will be responsible for submitting, in writing, detailed and comprehensive recommendations, including budget proposals, for Alaska seafood promotional activities, based on refined strategies.

Article C-2d Identification of Trade Barriers: Contractor will collect and maintain information concerning trade barriers affecting Client's seafood products (ALASKA SEAFOOD) and will report such information as it is gathered.

Article C-2e Administrative: Contractor is charged with tracking and reporting third-party contributions to Client's export program promotional projects. Considered of priority importance, this duty includes securing signed retail performance agreements with trade partners, assisting retailers in calculating and reporting the value of tie-in advertising, above normal shelf-space allotments, display construction costs, and other tie-in activities designed to promote Alaska seafood. In addition to tracking and reporting third-party contributions to planned activities, Contractor shall continually search for new opportunities for joint promotions of Alaska seafood which would generate third-party contributions.

Contractor will work closely with trade partners to document contributions to Client's projects. Contractor will review required documentation for form, content, and accuracy before submission to Client, and will serve as a liaison between Client and contributing trade partners to facilitate proper reporting. Contractor will be responsible for the submission of billings for Client's share of the cost of joint promotional projects to Client for payment.

Contractor agrees to submit four (4) forecast reports, four (4) quarterly reports, one (1) country progress report and one (1) final, outlining the status of all promotional activities and related budgets undertaken by the Client. It is also agreed, that all final invoicing for the prior program year, EITHER FROM THE CONTRACTOR OR THEIR VENDOR is due to ASMI by September 30th 2XXX.

ALL ADMINISTRATIVE, FISCAL AND OTHER PERTINENT DOCUMENTS USED IN THE PROMOTIONAL AND MARKETING EFFORTS THAT WILL BE EXPENDED FROM MAP FEDERAL FUNDS WILL REFLECT THAT ASMI IS AN EQUAL OPPURTUNITY EMPLOYER.

Article C-3 Contractor Staffing: Contractor's assigned representative for the purposes of this Contract shall be NAME/COMPANY The Client reserves the right to approve any changes in its assigned representative. Contractor agrees to effectively accomplish the aforementioned duties in the COUNTRY. marketplace. Further, the Contractor will frequently assess the workload to ensure that Client's interests and needs are met.

Should Client and/or Contractor decide that the assigned representative cannot effectively perform on Client's behalf due to an unreasonable workload, Contractor will assign additional staff as needed. Client reserves the right to review the representative's workload at any time and to participate in the selection of any new staff members assigned to the Client's project(s). Client will be responsible for costs associated with any increases in staffing levels only to the extent that such staff participate in Client PRE-approved activities.

Article C-4 Performance Review: To ensure that the Contractor is providing sufficient services, quarterly reports shall be made. This report shall cover time spent on trade, advertising and public relations activities. The Contractor and Client may meet to discuss the Contractor's performance on the Client's behalf. The review may occur in the United States in order to provide a detailed presentation of market information to the ASMI INTERNATIONAL MARKETING COMMITTEE and/or the Board of Directors.

Article C-5 Contractors Use of Subcontractors: A subcontract may not be assigned without prior written consent by the Client. If a subcontract is added to the Contract, the Contractor is responsible for providing to the Client the subcontractor's name, location, and a description of the work to be performed. Prior to hiring of any sub-contractor, Contractor shall provide Client with an explanation of the competitive solicitation process utilized to obtain services and supplies, OVER \$ 10,000.00, in accordance with 1485.23 Sec. C, sub sec. 2, IV.

Article C-6 Confidentiality: Neither the Contractor nor its subcontractors shall, at any time during the term of this Contract or after its termination, without the Client's written consent, disclose to any person or company any information designated confidential by the Client. The Contractor shall keep such information confidential and cause its directors, officers, employees, and representatives to keep such information secret and confidential.

The Contractor is required to keep all proprietary seafood product information considered not confidential by the Client in a manner that does not confer a financial advantage on one producer. Any information that could benefit one seafood company over another must not be disclosed unless made public, through the Client, to the entire Alaska seafood industry.

Article C-7 Contractor's Records and Client's Right to Audit: All books, records, correspondence, accounting procedures and records, information and any other supporting evidence relating to this Contract and ASMI export activities shall be open to inspection and subject to audit or reproduction during normal working hours BY ASMI FISCAL STAFF and must be maintained for a minimum of five (5) years.

Article C-8 Severability: If any provision(s) of this Contract are held invalid or contravene the laws of any particular State, borough, county, or country, such contravention shall not invalidate the entire Contract. The Contract shall be construed as if the invalid provision(s) are not contained in the Contract.

Article C-9 Notices: All written communications regarding this Contract and all original billings directed to the Client shall be addressed as follows:

International Accounts Payable
Alaska Seafood Marketing Institute
311 N. Franklin Street Suite 200
Juneau, Alaska 99801

Article C-10 Contract Term: The term of this amendment is from DATE to DATE.

APPENDIX D

FINANCIAL CONSIDERATIONS

Article D-1 Contract Amount: The total sum for this Contract will not exceed AMOUNT United States dollars (US\$000,.00). As authorized, this sum shall include not more than US\$000,00 for personnel services fees, office rent/utilities, supplies and direct expenses-KNOWN AS THE RETAINER. The total sum includes RETAINER AND THE TOTAL PROMOTIONAL AND MARKETING FUNDS AS BUDGETED FOR THE SAID REGION associated with this Contract.

Article D-2 Entire Contract Amount and Term: With all renewal options, the Contract shall not exceed US\$000.00 and extend beyond DATE and for the succeeding year of this Contract are subject to the availability and appropriation of funds and the Client's satisfaction with the Contractor's performance.

CONTRACTOR IS RESPONSIBLE FOR THE MANAGEMENT AND EXPENDITURE OF THE TOTAL MARKETING AND PROMOTIONAL BUDGET ALLOCATED AS STATED IN THE UES, ALL THE REGULATIONS AND POLICIES AS STATED UNDER THE PROVISIONS OF THIS CONTRACT SHOULD BE ADHERED TO . THE TOTAL AMOUNT OF THE SAID BUDGET WILL BE DIRECTLY ENCUMBERED UNDER THE CONTRACTOR'S MASTER ENCUMBRANCE. THE CONTRACTOR WILL BE REIMBURSED FOR SAID SERVICE (PROMOTIONAL AND MARKETING BUDGET) SEPERATELY BY THE ANNUAL RETAINER AS NEGOTIATED.

Article D-3 Submission Of Invoices and Billings: The Contractor shall submit a billing to the Client on a monthly basis for services rendered and any authorized international travel expenses. Payment will be issued in the form of a retainer fee in the amount of US\$00,000 every two months for trade liaison services, plus any accumulated fees for any authorized international travel expenses. In all invoicing the U.S. dollar is the controlling currency. A status report, the months hourly report on activities and supporting documentation for any international travel expenses billed are required with each billing.

If payment is to be issued by wire transfer, Contractor is responsible for providing the Client with all pertinent wire transfer information (complete bank name and address, Contractor's account number, international bank identification information, contact person name and phone number). Contractor shall acknowledge receipt of all payments made by wire transfer via facsimile transmission.

Article D-4 Travel: The Client shall reimburse the Contractor for reasonable and necessary international travel expenses, subject to prior approval by Client, not to exceed US \$10,000.00. Any and all other direct expenses are the responsibility of the Contractor and are to be paid from the Contractor's monthly retainer fee.

All travel inside and outside the State of Alaska requires a cost estimate. Air transportation shall be reimbursed for coach class only, and U.S. carriers must be used to and from the United States. Travel on other than a U.S. carrier must be approved by client. Ground transportation shall be reimbursed at 100% . The contractor shall be reimbursed for actual hotel expenditures and receive a per diem allowance for meals. The per diem rates are set by the General Services Administration, Office of Transportation and the State of Alaska.

Article D-5 Currency Exchange Management: The controlling currency for the purpose of managing this Contract will be the United States dollar. All budgets, invoices, and expense authorizations will be expressed and accounted for in United States dollars. If requested, payment can be made in the local currency equivalent.

Article D-6 Cancellation of Contract: In addition to the CLIENT having the right to cancel this Contract due to the lack of appropriated funds, the State may terminate the Contract in whole or in part, when it is in the best interest of the CLIENT. The CLIENT is liable only for payment for services rendered before the effective date of the termination.

Article D-7 Unallowable Expenses: The below costs are unallowable as compensation or reimbursement under this Contract:

- (a) Entertainment expenses not specifically requested and authorized by the Client in the normal course of conducting a project. Client and/or other State of Alaska employees are not to be entertained by the Contractor for any business or social purpose.
- (b) Travel expenses which are not pre-approved, exceed the allowable items as discussed elsewhere in this Contract, and travel for the Client and/or other State of Alaska employees.
- (c) Research and development costs unless specifically requested and authorized by the Client.
- (d) Membership in trade, business, and professional organizations unless specifically requested and authorized by the Client.
- (e) Bad debts, including expenses of collection.
- (f) Bidding, proposal and contract negotiation expenses.
- (g) Bonuses, commissions, similar compensation under any other name, compensation to an employee in excess of reasonable compensation, or compensation in connection with negotiating or obtaining a contract or a modification to contract with the Client.
- (h) Contingency reserves and provisions.
- (i) Dividend provisions or payments and, in the case of sole proprietors and partners, distribution of profits.
- (j) Fines and penalties, including assessed interest, resulting from violation of, or failure of, the contractor to comply with federal, state, or local laws, regulations, or ordinances.
- (k) Insurance premiums such as life, auto, general liability, professional liability and self-insurance reserves.
- (l) Interest, however represented, bond discounts and expenses, and costs of financing and refinancing operations.
- (m) Legal, accounting, and consulting services and related costs incurred in connection with the preparation and/or issuance of prospectuses, stock rights; organizing or reorganizing; prosecution or defense of antitrust suits, patent infringement litigation, claims of the Contractor against the State, and litigation contesting actions or proposed actions of the State against the Contractor.
- (n) Lobbying efforts.
- (o) Losses, including litigation expenses, counsel fees and settlements, on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other Contracts, including the Contractor's contributed portion under cost-sharing Contracts; losses in connection with price reduction to and discount purchases by employees and others from any source; losses where such losses are compensated for by insurance, or would have been compensated by insurance required by law or by this Contract but which the Contractor failed to procure or maintain through its own fault or negligence; losses resulting from willful misconduct or lack of good faith on the part of any of the Contractor's directors, corporate officers, or a supervising representative of the Contractor.
- (p) Maintenance, depreciation, and other costs incidental to the Contractor's idle or excess facilities (including machinery and equipment) other than reasonable standby facilities.
- (q) Precontract costs.
- (r) Taxes, fees, and charges in connection with financing, refinancing, or refunding operations, including the listing of securities on exchanges; federal taxes on net income and excess profits; and special assessments on land which represent capital improvements; and taxes on accumulated funding deficiencies of, or prohibited transactions.

Article D-8 Cancellation Notice: This contract may be canceled at any time by the Client with an issuance of a 30-day "intent to cancel" notice.

Article D-9 Disclosure Clause: Contractor will furnish ASMI with a list of other clients that he/she is under contract with and is servicing during the same duration that he/she is under contract with ASMI and will update as necessary. This list will be an integral part of the contract between the contractor and ASMI ('the client').

Article D-10 Conflict of Interest: Contractor will sign and submit the No Conflict of Interest document to ASMI at the same time when he/she returns the signed contract to ASMI.