



1220 L Street, NW
Washington, DC 20005-4070
USA
Telephone [REDACTED]
Fax [REDACTED]
www.api.org

Jennifer Miller
[REDACTED]

API Contract No.: 2015-109796

DDC Public Affairs
[REDACTED]

This letter of agreement between the American Petroleum Institute (hereinafter "API") and DDC Public Affairs (hereinafter "Consultant") is as follows:

1. **Scope of Work.** API authorizes Consultant to as specified in Consultant's proposed budget, which is attached and made a part hereof.
2. **Consultant Authorized Representative.** Consultant agrees Jennifer Miller shall be the project manager. Consultant shall give API prior written notice of the replacement or reduction in the level of effort of the project manager. API shall have the right to approve a reduction in effort and, in the case of replacement of the project manager, API shall have the right to approve a successor.
3. **API Authorized Representative.** Technical and administrative aspects of this agreement will be under the direction of Deryck Spooner, Sr. Director, External Mobilization, American Petroleum Institute, 1220 L Street, NW, Washington, D.C. 20005, or as otherwise designated. The API representative for work conducted hereunder is Tara Anderson. Consultant shall send all correspondence and reports relating to this agreement to the designated representative's attention at the foregoing address.
4. **Compensation.** Consultant agrees to perform all its obligations hereunder for an amount not to exceed [REDACTED] API may withhold up to 15% of the agreement amount, pending API's acceptance of all deliverables.
5. **Invoicing and Expenses.** Consultant agrees to follow the guidelines in Attachment A, *API Invoicing and Expense Documentation Guidelines*, including how to submit invoices for payment, what constitutes allowable out of pocket expenses, and payments that the Consultant may not pay directly on API's behalf.
6. **Term.** This agreement shall be effective upon signature below and shall terminate on December 31, 2015.
7. **Intellectual Property Ownership.** All reports, drawings, drafts, data and other documents developed hereunder, and the right to copyright such reports, drawings, drafts, data and other documents, shall be the sole property of API. API may use such materials in any manner in which API, in its sole discretion, deems fit and proper, including submission to governmental agencies, use in litigation, or use in other proceedings before governmental bodies. Consultant will not use the aforementioned items or other material developed

An equal opportunity employer

therefrom, or release the content or findings of the work performed hereunder to parties outside API without prior review and written approval from API, unless they are in the public domain or are otherwise publicly released by API. Consultant agrees to preserve the confidentiality of information furnished hereunder by API.

8. **Confidential Information.** This paragraph 8 governs Consultant's obligations with respect to API's Confidential Information. Confidential Information includes, but is not limited to, deliverables and any technical and business information relating to API's activities, products, services, employees, customers, member organizations; and the existence, terms and substance of this agreement. Confidential Information does not include information that is or becomes publicly available without act or omission by Consultant or API; was in Consultant's possession before API's disclosure to Consultant; or is lawfully disclosed to Consultant by a third party without restriction on disclosure.

Consultant certifies that it currently is not obligated by any agreement with any other third party to disclose Confidential Information related to this agreement. Consultant agrees: (i) to use API's Confidential Information only for purposes of performing this agreement; (ii) to not disclose API's Confidential Information to any third party pursuant to a contractual obligation without prior written approval from API; (iii) prior to disclosing Confidential Information to the extent required by lawful order of a court or government entity, Consultant shall immediately notify API of such order, provide a copy of the order to API, allow API to review and comment on Consultant's response to such order before disclosure, and allow API to seek maximum confidential treatment of the Confidential Information allowed by law; and (iv) to use commercially reasonable efforts to secure against discovery or disclosure of API's Confidential Information.

The parties agree that the requirements of this paragraph are material terms such that failure to comply with this paragraph is grounds for API to terminate this agreement and entitle API to a refund of all monies paid. At the termination of this agreement, Consultant will return or destroy (at API's election) all Confidential Information in Consultant's possession or control. The terms of this paragraph survive the termination of this agreement.

9. **Right to Inspect.** API shall have the right at all reasonable times during the course of the agreement, and for a reasonable period following completion of the agreement, to inspect Consultant facilities, including equipment and technical and financial records relating to the work conducted hereunder, for the purpose of insuring conformance with this agreement and with generally accepted good scientific practices, and to verify the accuracy of invoices. Such inspection shall include the right to photocopy records pertaining to work conducted hereunder, excluding individual timesheets.
10. **Compliance.** Consultant and any of its agents agree that they shall comply with and render all services under this agreement in accordance with all applicable federal, state and local laws and regulations.
11. **Termination.** It is agreed that API shall have the right to terminate this agreement at any time by giving a notice of such termination to Consultant. Upon receipt of such notice of termination, Consultant shall cease incurring costs on this project except with the prior approval of API for such costs which are necessary to close out the project. In the event of such termination, API's sole obligation will be to reimburse Consultant for actual costs incurred as of the date of termination and subsequent costs incurred with prior approval of

API. In no event shall such payment include costs and/or anticipated fees for unperformed work or exceed the maximum amount of the agreement as set forth in paragraph 4.

12. Return of Information. Upon termination of this agreement, Consultant shall return to API any information furnished hereunder by API, together with all documents, data or other material developed therefrom.

13. Subcontract. Consultant may not assign, subcontract, or otherwise delegate its obligations under this agreement without API's prior written consent.

14. Independent Contractor. It is understood that Consultant is acting as an independent contractor in its performance of any and all work hereunder.

15. Indemnification. Consultant shall indemnify, defend and hold harmless API, its employees, directors, officers, and agents from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys', accountants' and experts' fees and expenses), as a result of such Claims to the extent such Claims: (i) are alleged to arise out of or are or were caused by the Consultant's breach of its obligations under this agreement or (ii) are for damages to any property or bodily injury to or death of any person alleged to be arising out of or caused by its negligence or willful misconduct.

16. Limited Liability. API SHALL HAVE LIMITED LIABILITY TO CONSULTANT OR ANY OTHER THIRD PARTY FOR ANY DAMAGES, LOSSES OR CLAIMS ALLEGED TO ARISE OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM MADE AGAINST CONSULTANT BY ANY OTHER PARTY. SUCH LIMITED LIABILITY SHALL NOT EXCEED THE FEES PAID TO CONSULTANT BY API.

17. Defense of Work. Upon request of API, Consultant agrees to defend its work hereunder and to offer testimony thereon to governmental bodies (legislative, executive or judicial). API shall pay expenses for such services at Consultant's billing rates in effect at the time the services are rendered.

18. Modification. Any change, modification, extension, termination, or waiver of this agreement or any of its provisions must be in writing and signed by the undersigned or their successors.

19. Restrictions on Publicity. Consultant will not use the trademark or name of the American Petroleum Institute or any abbreviation thereof, in any publicity, advertising, or for other promotional purposes without the prior written approval of API.

20. Choice of Law. The laws of the District of Columbia shall govern this agreement. The parties agree that the only venue for hearing any disputes related to this agreement shall be the District of Columbia.

21. Execution and Counterparts. This agreement may be signed in multiple counterparts that together shall constitute a single agreement. This agreement, including any modifications, waivers, or notifications relating thereto, may be executed and delivered by facsimile,

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electronic mail, or other electronic means. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

22. Inconsistencies. In the event of inconsistencies between this agreement and its attachments, the express terms of this agreement shall govern.

23. Survival. Paragraphs 9-22 shall survive the termination of this agreement.

[Signatures appear on the following page.]

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If the above terms and conditions are acceptable, please sign below and return an executed copy of this agreement to API.

DDC Public Affairs



B. R. McConnor
Title: CEO

Date: 12/1/15

American Petroleum Institute



Deryck Spooner
Sr. Director, External Mobilization

Date: 12/7/2015 | 9:50 AM ET

ATTACHMENT A: API INVOICING AND EXPENSE DOCUMENTATION GUIDELINES

Provide this Attachment A to Company's Account Manager and/or Billing Department
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Please review these Guidelines carefully. Payment will be delayed for incomplete invoices or unsubstantiated expenses. For questions, contact the API representative named in the agreement. Sections III and IV also apply to invoices submitted for subcontractor expenses.

I. General Invoice Guidelines

1. Invoices shall reference API Contract No.: 2015-109796.
2. API may request specific activity/expense itemization on the invoice.
3. Each invoice shall have a unique invoice number that will not subsequently be reused.
4. Invoices shall be in US dollars unless otherwise specified in the agreement.
5. Invoices shall provide a detailed description of the services provided. This includes, but is not limited to, tasks performed, hours worked, goods procured, itemized expenses.
6. Invoices are payable within 30 days of API's receipt of a complete and accurate invoice.
7. API may withhold up to 15% of the agreement amount, pending API's acceptance of all deliverables.
8. A current W-9 and banking information are required from new vendors; payment is contingent upon receipt of W-9. International vendors may have additional requirements.

II. Submitting Invoices for Payment

1. API uses Anybill, a third party vendor, to receive and route invoices for payment.
2. Submit invoices to Anybill using one of the following methods; do not include API staff on communications to Anybill:
 - a. **Anybill Email (preferred):**
 - i. Email submissions are limited to ONE PDF FILE per invoice, which includes all backup documentation, AND cannot exceed 10 MB.
 - b. If the above TWO criteria cannot be met, fax or mail the invoice to:
 - i. Anybill Address;
 - ii. Anybill Fax:

III. Required Supporting Documentation

1. Documentation is required for expense reimbursement of \$75 USD or more.
2. Documentation must show amount incurred by Vendor; estimates or quotes are insufficient.
3. Expenses must be itemized on the invoice, or an attachment to the invoice, such that totals match amounts on supporting documentation.
4. Receipts must be legible, oriented upright, and be in the same sequential order as the itemization.

IV. Out of Pocket Expenses

1. Reimbursement of travel expenses is limited to coach class transportation and reasonable accommodations if travel is requested by API.
2. Air travel must include the ticketed itinerary stating the fare amount, taxes, fees, etc., as well as class designation.
3. If upgrading from coach class, include documentation identifying the coach fare at the time the ticket was purchased, and clearly identifies the amount of overage paid by Vendor.
4. Reimbursement for vehicle mileage shall be at the prevailing IRS rate.

-End Attachment A-



Actual Costs

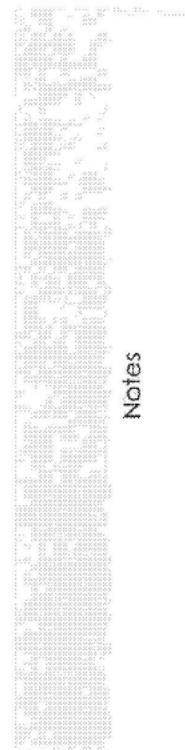
	Actual Costs	Budget
Lunch		
Printing/Copying		
Invitations		
Postage		
AV		
Flowers/Centerpieces		
Photographer		
Videographer		
Ambassador Paperweights		

TOTAL EXPENSES

	Actual Costs	Budget

Dinner

Printing/Copying



Notes

Private Dining Room at Ciao Bello
Signage, EN Materials, Place Cards

Design & Printing
Stamps

Projector/Screen/Microphone
Art in Bloom Nine [REDACTED]

150 (75 for this event and remainder for Enrollment Period)

150 (75 for this event and remainder for Enrollment Period)
150 (75 for this event and remainder for Enrollment Period)
150 (75 for this event and remainder for Enrollment Period)
150 (75 for this event and remainder for Enrollment Period)
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Notes

Private Dining Room at Vaffone's for 200
Signage, EN Materials, Banners

Name Tags

AV

Flowers/Centerpieces

Videographer

Photographer

Giveaways

TOTAL EXPENSES

Total

Printed Name Tags

Projector/Screen/Microphone

20 Tables; 2 Sign-in Tables

Capture event footage and set-up

Travel Bags, Phone Chargers, Lapel Pins (500 each)

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jen Miller [REDACTED]	COPIED	Sent: 11/30/2015 9:12:39 AM ET Viewed: 11/30/2015 11:41:02 AM ET
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/19/2015 12:06:47 PM ET ID: 0029b8dd-5236-42ef-8489-aae871ecea609		
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/30/2015 9:12:39 AM ET
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SoftwareONE OBO American Petroleum Institute (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SoftwareONE OBO American Petroleum Institute:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [REDACTED]@api.org

To advise SoftwareONE OBO American Petroleum Institute of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [REDACTED]@api.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from SoftwareONE OBO American Petroleum Institute

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [REDACTED]@api.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SoftwareONE OBO American Petroleum Institute

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [REDACTED]@api.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERs):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SoftwareONE OBO American Petroleum Institute as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SoftwareONE OBO American Petroleum Institute during the course of my relationship with you.