



AMERICAN PETROLEUM INSTITUTE

Robin Rorick
Director

Marine and Security

1220 L Street, NW
Washington, DC 20005-4070
USA

www.api.org

Katy Hancock

API Contract No.: 2015-109328

Fleishman Hillard
19999 Bryan, Suite 3400
Dallas, TX 75201

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

1. API authorizes Consultant to perform work for Phase I - Quantitative & Qualitative Research, as specified in Consultant's proposal titled _____ which is attached and made a part hereof. Specifically,
2. Consultant agrees Katy Hancock 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. Technical and administrative aspects of this agreement will be under the direction of Robin Rorick, Group Director, Midstream and Industry Operations, American Petroleum Institute, 1220 L Street, NW, Washington, D.C. 20005, or as otherwise designated. The API representative for work conducted hereunder is Karen Haase. Consultant shall send all correspondence and reports relating to this agreement to the designated representative's attention at the foregoing address.
4. Compensation to the Contractor for the work shall be at the hourly rate specified in the aforementioned proposal and shall not exceed a total of _____ for the entire agreement. API may withhold up to 15% of the agreement amount, pending API's acceptance of all deliverables.
5. 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. This agreement shall be effective upon signature below and shall terminate on June 30, 2015.
7. 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

An equal opportunity employer

litigation, or use in other proceedings before governmental bodies. Consultant will not use the aforementioned items or other material developed 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. This paragraph 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. 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. It is understood that Consultant is acting as an independent contractor in its performance of any and all work hereunder.
11. Consultant may not assign, subcontract, or otherwise delegate its obligations under this Agreement without API's prior written consent.
12. 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.

13. 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.
14. 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.
15. 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. 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. 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. 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. 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. 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. 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, 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. In the event of inconsistencies between this agreement and its attachments, the express terms of this agreement shall govern.

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

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

Fleishman Hillard



Date: 2/9/2015 | 3:12 PM ET

American Petroleum Institute



Robin Rorick
Group Director, Midstream and Industry
Operations

Date: 2/13/2015 | 10:54 AM PT

ATTACHMENT A: API INVOICING AND EXPENSE DOCUMENTATION GUIDELINES

Consultant shall provide this Attachment A to their Account Manager and/or Billing Department

Please review these Guidelines carefully. Incomplete invoices or unsubstantiated expenses will result in payment delays. 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.: 2015-109328.
2. Each invoice shall have a unique invoice number that will not subsequently be reused.
3. Unless otherwise specified in the agreement, invoices shall be in US dollars.
4. Invoices must provide a detailed description of the services provided. This includes, but is not limited to, tasks performed, hours worked, goods procured, itemized expenses.
5. API may request specific activity/expense itemization on the invoice.
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. API will request a current W-9 and banking information from new vendors; payment shall be contingent upon return of the W-9. Other information may be requested from international vendors.

II. Submitting Invoices for Payment

1. API uses Anybill, a third party vendor, to receive and route API invoices for payment.
2. Submit invoices to Anybill using one of the following methods; do not include API staff on communications to Anybill.
3. Complete invoices shall be submitted to Anybill using one of the following methods:
 - a. **Anybill Email (preferred):**
 - i. Email submissions should be made up of ONE PDF FILE per invoice.
 - ii. Individual PDF files cannot exceed 9MB. If greater, separate invoice & documents into as few PDF files as possible, name in sequence (i.e., 1 of x), and submit in a single email.
 - b. Anybill Fax:

III. Required Supporting Documentation

1. Documentation is required when seeking expense reimbursement of \$75 USD or more.
2. Documentation must clearly show the amount incurred by Party; estimates 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 Party.
4. Reimbursement for vehicle mileage shall be at the prevailing IRS rate.

-End Attachment A-