

FINAL FOR SIGNATURES 05-27-2020

API Statement of Work # 2020-113902-0  
API Master Service Agreement # 2019-113245**STATEMENT OF WORK**

This Statement of Work ("SOW") is part of the Master Service Agreement (API Contract #2019-113245) between **Team Subject Matter ("SM")** and the **American Petroleum Institute ("API")**, dated **August 12, 2019**.

***Term & Services Description***

This SOW will begin **on May 1, 2020**. The agreed target date to complete work and deliverables under this SOW is **December 31, 2020**. SM will provide the following services:

A. Strategic Planning & Creative Concept Development: Specific activities will include:

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B. Campaign Management & Implementation: Oversight of advertising and communications campaign activity, including:

- Overall campaign coordination and day to day operations
- Optimization of tactics to ensure deadlines and campaign milestones are being met
- Targeting strategy development and refinement
- Campaign message development and refinement
- Ongoing analysis of campaign goals, timelines and success metrics
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- Editorial strategy and calendar for creative, content and other narrative opportunities

*Additional services may be added by parties by mutual agreement in writing.*

***Compensation***

For services performed under this SOW, API agrees to pay SM as follows:

Service	TOTAL
Monthly Retainer	

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Includes Campaign Management, Strategic Planning & Concept Development and Campaign Implementation	
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*\*Any additional out-of-pocket expenses not outlined above (travel and lodging, administrative printing, etc.) will be billed separately at cost and will follow approval and invoicing guidelines set forth in the MSA dated **August 12, 2019**.*

### Assumptions

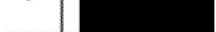
The activities detailed in this document consider certain assumptions in order to assure an on-time and on-budget scope of work including:

- SM will endeavor to meet its deadlines under the terms of this Agreement but cannot be responsible for missed deadlines due to CLIENT delays in approval processes.
- All work covered under this SOW is to exclusively support and meet the goals and objectives of the 2020 Energy for Progress Campaign.
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- API can provide administrator access to website analytics tools, social media channels (or management tools) and advertising platforms to allow for assessment, analysis and management (as needed).
- API is an approved issue advertiser with major social media platforms and remains approved for advertising across mainstream websites.

### Payment Schedule

Services performed by SM under the SOW will be billed on the 1<sup>st</sup> of each month and will follow the guidelines of the MSA dated **August 12, 2019** along with the details required in Attachment A.

This SOW may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same SOW and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

By: DocuSigned by:

Michael J. Sommers, President and CEO

Date: 8/26/2020 | 9:26 AM EDT

By: DocuSigned by:

Nicole Cornish, President &amp; Chief Operating Officer

@teamsubjectmatter

Date: 8/26/2020 | 6:19 AM PDT

1201 New York Avenue NW, Suite 900, Washington, DC 20005

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## API INVOICING AND EXPENSE DOCUMENTATION GUIDELINES

Provide this form 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 Statement of Work No.: 2020-113902-0.
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 shall include a subtotal of professional services, direct costs, and out of pocket expenses, if applicable).
7. Invoices are payable within 30 days of API's receipt of a complete and accurate invoice.
8. API may withhold up to 15% of the Agreement amount, pending API's acceptance of all deliverables.
9. A current W-9 and banking information are required from new vendors; payment is contingent upon receipt of a 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.
5. Meals and entertainment expenses, other than for the Vendor's individual travel, must include the itemized receipt and include an itemization of attendees, their affiliation, title, and the business purpose of the expense. This is required regardless of the amount spent.

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#### **IV. Out of Pocket Expenses**

1. Reimbursement of travel expenses is limited to coach class transportation and reasonable and necessary accommodations and meal costs 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 identify the amount of overage paid by Vendor.
4. Reimbursement for vehicle mileage shall be at the prevailing IRS rate.