

Memorandum of Understanding
6h SMART Airports & Regions Conference & Exhibition 2020, San Antonio,
April 13th -15th 2020

Between:

Aviation Media Ltd ('AML'), Designated Organizer, a limited liability company incorporated under the laws of England and whose registered office is PO Box 448, Feltham TW13 9EA and whose registration number is 7777516, here after referred to as ('AML')

And:

City of San Antonio, Host Organization, -Aviation Department, 9800 Airport Blvd., Mezzanine, San Antonio, TX 78216 ('City')

The parties referred to above as the Designated Organizer and Host Organization hereby agree to carry out the responsibilities set out below in this Agreement.

Responsibilities:

To ensure the delivery of a successful conference and exhibition, AML and Host will be financially and logistically responsible for delivering the following series of actions surrounding the event.

Action	Responsibility
Host Responsibilities	
Assistance in identifying local speakers for the program	Host
Help Market the event to local potential delegates	Host
Delegate welcome desk/info at the airport (If desired)	Host
Communicate how many staff / clients from Host are attending (with contact details)	Host
Provide staff assistance for registration	Host
Identify Local Press (If needed)	Host
To pay host fee of US \$62,500.00 and to cover the cost of the Handover Ceremony at the 2019 SMART Airport and Regions Conference and Exhibition. Cost not to exceed US \$7,500.00	Host

Shared Responsibilities between AML and Host	Responsibility
Identify photographer / videographer	Host/AML
Organize Handover Ceremony with next year's host	Host/AML



Organizer's Responsibilities	Responsibility
Appoint staff member to help with Visa invitation letters for delegates (if needed)	AML
Identify local sponsors	AML
Secure the conference venue and negotiate reasonable rates with the conference hotel	AML
Post Conference Tours – Host to recommend Tour Operator, AML to promote to the delegates	AML
Develop and maintain the conference program and brochure (printed and online)	AML
Undertake all promotional activity and secure delegate audience	AML
Secure Exhibition Construction Company	AML
Develop a marketing plan	AML
Appoint AV contractor	AML
Appoint Freight Forwarding Company	AML
Invite press – Local and International	AML
Organization of logistics on conference days	AML
Organization and payment of lunches, refreshment breaks, Welcome Reception, Gala Evening, conference and exhibition facilities.	AML
Process and collect delegate registration fees to cover the cost of conference lunches, refreshment breaks, Welcome Reception, Gala Evening, conference and exhibition facilities	AML
Production of the Delegate Event Guide and printing of bags/folders & lanyards	AML
Production of on-site Signage for the conference room	AML
Produce and maintain a full event website and Post-Conference online materials	AML
Sell sponsorship and exhibition booths to cover the cost of conference lunches, refreshment breaks, Welcome Reception, Gala Evening, conference and exhibition facilities and Aviation Media Limited's management of the event.	AML

Explanatory Notes:

Host Fee: USD \$ 62,500.00

50% To be paid on contract signing

50% To be paid 6 months before the event

Usual structure of the conference:-

DAY ONE: SET UP DAY

09:00-18:00 Exhibition table/booths set-up Exhibitors set-up

14:00-16:00 Possible workshop for delegates

09:00 Registration Opens

19:00 Welcome Reception

DAY TWO: CONFERENCE DAY ONE

08:00 Registration opens

09:00 Conference starts

12:00 Lunch

13:00 Conference continues

17:00 Conference closes

19:00 Gala Evening transportation 19:30 Gala Evening commences

DAY THREE: CONFERENCE DAY TWO

08:00 Registration opens

09:00 Conference starts

12:00 Lunch

13:00 Conference continues

17:30 Conference close

17.30 Handover Ceremony

(These times are a guideline and are subject to change)

HOST RESPONSIBILITIES

Conference program

This will be managed by AML with the assistance of the Host and will include:

- Timing (duration of each session and conference as a whole)
- Subjects and themes
- Speakers/chair persons/VIPs
- Presentation details (Panel discussions or presentations)

The host is required to advise on suitable local speakers for the program and is guaranteed a speaking opportunity at the conference.

Promotional activity

AML is responsible for delivering all promotional activity surrounding the conference.

Promotional materials will include:

- Conference brochure mailings to all potential delegates
- E-newsletters to all potential delegates
- Logos and all relevant details on the event website (www.smartairports.aero)
- Adverts in media sponsors materials and in AML publications (subject to relevance)

The host is also required to promote the conference to their own client/press databases. AML will send brochures to the host for promotional purposes.

The host may also send potential delegate contacts to AML for E-newsletter sending. It is recommended that the Host place information regarding the event on his website to show their involvement.

Each party is financially responsible for their own promotional activity.

Delegate welcome

The host is responsible for ensuring the airport information desk staff is fully briefed to welcome all conference participants on arrival, and provide full details on the transport options and conference venue when required.

Any signage relating to the event, which could be placed in the Airport for promotional purposes would be most welcome.

Transport

The host is responsible for providing the following transportation for conference delegates:

- Transport to and from the conference venue and the gala dinner venue
- Airport Area Tour transportation

AML will provide all delegates with transport details prior to the event.

The host is financially and logistically responsible for delivering the Airport Tour programs for all participants at the conference. This includes:

- Airport City Tour on the of the 1st day before the conference (to include transport and light snacks/drinks at the airport - optional)
- Transportation to the Gala Evening Venue

Participants

Final participant numbers will not be confirmed until the week prior to the conference to allow for late bookings.

The Host is required to inform AML of the number of staff, clients and colleagues attending from the host's party, along with each person's contact details.

AML will then be able to send each individual a confirmation of participation to the conference. Without this confirmation the name of the attendee will not be registered and the participant will not have a pre made badge.

Conference registration

AML is responsible for delegate registration. All delegates will register and pay via the Internet on the SMART Airports website www.smartairports.aero

AML will determine the delegate fees for this event.

Delegates will collect their delegate passes and information packs on site at the conference registration desk that will be staffed by AML with the assistance of the Host.

The host is also entitled to 30 free passes to the event, which can include clients, press, staff etc. The names, job title, company name and contact details for each of these delegates must be provided to AML in an Excel sheet before the conference is due to take place.

Staff at the conference

AML will provide all registration, conference, exhibition, technical and security staff required.

Where possible we do ask that the host also supply additional personnel to ensure that the conference is successful. (i.e. Help with the microphones for questions and answers sessions, guiding delegates to and from the conference rooms/onto the buses for the Social Events, etc...)

Sponsorship and Exhibition

AML will sell and contract with the sponsors and exhibitors.

Conference and exhibition venue

This event location should have the following facilities:

- Conference room for delegate seating
- Internet connection (wireless)
- Staging
- Registration area (outside the conference room)
- Press room (if required)
- Storage facilities and organizer's office
- Business center
- Exhibition room (size dependent on space needed)
- Catering facilities (for exhibition area)

Please note that these facilities may be subject to change depending on event requirements. These are also to be determined during the site visit.

AML is financially and logistically responsible for all venue hire.

Hotel accommodation will be organized by AML. Delegates will cover their own hotel costs. Room reservations will be made via a special link or a hotel reservation form depending on hotel requirements.

Production of the Delegate Event Guide, bags and folders

AML will be responsible for the delivery and distribution of all delegate Event guides, bags and folders at the conference. The Event Guide will include:

- Final Program
- Welcome note and information on the host organization
- Biographical notes of the speakers and chairmen
- Exhibition floor plan and exhibitor's names mentioned
- Sponsor information

The delegate bag will feature the Host's logo. If a sponsor is recruited for the delegate bags, their logo will feature on it also.

The production and distribution of the delegate bags and folders depends on sponsorship acquired.

Conference Signage & Materials

AML will be responsible for arranging the printing of the sponsor boards in the conference room as well as around the conference venue.

AML is responsible for printing the Gala Evening Invitation.

Post Conference Materials

Copies of all PowerPoint presentations will be placed on the conference website. AML to distribute the link and details to all participants after the conference.

Duration of the Agreement

This agreement will become effective on the date that it is executed by both parties.

It shall remain in force until 31st August 2020 unless otherwise terminated in accordance with this Agreement.

Termination and Extension of Agreement

This agreement may only be terminated by the non-defaulting party by notice in writing, taking effect at a time specified in such notice, after the occurrence of any of the following events: any breach by either party of any of its obligations under this agreement that has not been remedied within thirty (30) days of written notice from the other party of such breach; or any fundamental breach by either party; or either of the parties becoming bankrupt, insolvent, making an assignment for creditors, having a receiver or an administrative order made against him, making an arrangement for the benefit of the creditors, or having any application made against him under any bankruptcy statute or act, or if a receiver or trustee is appointed by any creditor, or if any act is done which would cause any of the foregoing; This Agreement may be terminated by mutual agreement between the Parties, taking effect at a time and pursuant to conditions specified in such agreement.

This agreement will be terminated should political and social conditions change in the host country warranting a change of venue.

A notice served pursuant to this article shall be in writing and signed.

Indemnification

AML covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to AML'S activities under this Agreement, including any acts or omissions of AML, any agent, officer, director, representative, employee, AML or subcontractor of AML, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT AML AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL

BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

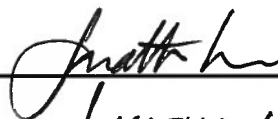
Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Bexar County, Texas.

Organizer

Aviation Media Ltd, whose registered office is PO Box 448, Feltham TW13 9EA, United Kingdom

Jonathan Lee, Managing Director, Aviation Media Limited

Signature: 
Name: JONATHAN LEE
Date: 27th November 2018

Host

City of San Antonio

Signature: _____
Name: _____
Title: _____
Date: _____

