

# CITY OF SAN ANTONIO AVIATION DEPARTMENT CITY COUNCIL AGENDA MEMORANDUM

TO:

Mayor and City Council

FROM:

Kevin Dolliole, Aviation Director

**SUBJECT:** 

Airline/Airport Event Hosting Agreement

DATE:

December 16, 2004

#### **SUMMARY & RECOMMENDATION**

This ordinance authorizes the Interim City Manager or his designee to execute a contract in the amount of \$50,000.00 as part of a hosting obligation with Reed Business Information Limited (RBI) to plan, organize, manage and administer its annual Network Event in San Antonio on March 5-7, 2006. The Event facilitates networking between airlines and airports for the addition of air service.

Approval is recommended by staff.

#### **BACKGROUND INFORMATION**

The Network route planning event was started in 2001 by RBI to bring airports and airlines face-to-face, ready to do business in the Americas. The annual RBI Event includes a topical conference agenda, one-to-one meetings and accompanying exhibition. There is also a social program, which allows for informal networking opportunities. Airport representatives can meet with decision makers from the major US carriers, low-cost airlines, regional affiliates and numerous Latin American, European and Asian carriers with service to the Americas and make their case for new or enhanced air services.

The City of San Antonio Aviation Department has attended these annual events since 2001. Recognizing the potential benefits to the City in bringing international and domestic air carrier companies to San Antonio, the Aviation Department extended an invitation to RBI to bring the Network Event to San Antonio in 2006. Holding the Network Event in San Antonio provides San Antonio the opportunity to showcase its City to over 35 airline companies and 80 airport representatives, as well as related consultants and exhibitors with roughly a total of 300 attendees. Attendance by air carriers from the US and other parts of the world would bring needed airline attention to the San Antonio market. Potential improvements in air service will help to facilitate the area's priority to make San Antonio a premier visitor and convention destination, as well as foster growth in other local businesses and industries. Air service development is a target of the 2000 Aviation Industries Strategic Plan. Previous Network Events have been held in Ft. Lauderdale and Sarasota, Florida, with the 2005 Event scheduled to be held in Orlando, Florida.

As part of organizing and managing the Network 2006 Event in San Antonio, RBI would perform the following:

- Produce a program of speakers for the Event.
- Recruit airline companies and other attendees
- Organize all promotional activities in connection with the Event and include showing the City of San Antonio Aviation Department (CSAAD) logo in all promotion materials, publications, such as in RBI's Airline Business magazine, website, delegate directory, direct mailings and brochure production.
- Produce signage and other promotional materials at the Event and ensure it all incorporates the CSAAD logo.
- Produce and control the Event's budget including costs and revenues.
- Be responsible for all delegate, sponsorship and exhibition bookings; invoicing (as appropriate) and collecting receipts.
- Provide administrative services to include but not limited to brochure production; advertisements; processing exhibition and sponsorship packages; mailing of brochures; coordinating speaker requirements; producing delegate directories and information; assignment of relevant suppliers; on-site registration, management and organization; organizing necessary insurance.
- Provide the day-to-day management of the Event and the deployment of such staff as are required to organize the Event.
- Contract and pay appropriate suppliers necessary to carrying out the Event.
- Provide signage at the Event reception, at the Event dinner and in the registration area of the Event bearing CSAAD's name and logo.
- Act as liaison with the Host (CSAAD).

#### **POLICY ANALYSIS**

Development of San Antonio's air service market is a City Council priority and part of the City's strategic economic development strategy. The City will receive the attention of airline companies and individuals who influence decisions regarding where to increase/improve flights in a market. This item was presented to City Council as part of the FY 2005-04 budget review in response to the City Council's priority on air service development.

#### FISCAL IMPACT

Funds have been authorized for the above-mentioned hosting obligation in the FY 2004-05 budget. Payment to Reed Business Information Limited in the amount of \$50,000.00 will come from Airport Funds. An increase of only one flight would more than offset the cost of the City's sponsorship.

## **SUPPLEMENTARY COMMENTS**

The Discretionary Disclosure form is attached.

Kevin C. Dolliole Aviation Director

Roland Lozano

Assistant to the City Manager

APPROVED:

J. Rolando Bono

Interim City Manager

\* FROM : REED AEROSPACE WASHINGTON DC 12/02/2004 11:19

PHONE NO. : 703 836 7446

AVIATION DEPT

Dec. 06 2004 12:54PM P2 PAGE 02/03

City of San Antonio **Discretionary Contracts Disclosure\*** 

For use of this form, see City of Sen Antonio Ethics Coda, Part D. Sections 18.2 Attach additional sheets if space provided is not sufficient. State Not Applicable\* for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the diseastionary contract is the subject of council ection, and no later than five (3) business days after any change about which information is required to be filed.

#### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City

None.  2) the identity of any business entity that would be a party to the discretionary contract:  REED BUSINESS INFORMATION  and the name of:  (A) any Individual or business entity that would be a subcontractor on the discretions contract;  None  (B) any individual or business entity that is known to be a partner, or a parent or subsidial business entity, of any individual or business entity who would be a party to the discretionary contract;  REED ELSEVIER CROWN, PLC.		quired to disclose in connection with a proposal for a discretionary contract
and the name of:  (A) any individual or business entity that would be a subcontractor on the discretions contract;  None  and the name of:  (B) any individual or business entity that is known to be a partner; or a parent or subsidial business entity, of any individual or business entity who would be a party to the discretionary contract;	Non	€.
and the name of:  (A) any individual or business entity that would be a subcontractor on the discretions contract;  And the name of:  (B) any individual or business entity that is known to be a partner, or a parent or subsidial business entity, of any individual or business entity who would be a party to the discretionary contract;	2) the identity of a	iny business entity that would be a party to the discretionary contract:
(A) any Individual or business entity that would be a subcontractor on the discretions contract;  And the name of:  (B) any individual or business entity that is known to be a partner, or a parent or subsidial business entity, of any individual or business entity who would be a party to the discretionary contract;	REED	BUSINESS INFORMATION
and the name of:  (B) any individual or business entity that is known to be a partner, or a parent or subsidial business entity, of any individual or business entity who would be a party to tidiscretionary contract;	and the name	of:
and the name of:  (B) any individual or business entity that is known to be a partner, or a parent or subsidial business entity, of any individual or business entity who would be a party to tidiscretionary contract;	(A) any Individe contract;	ual or business entity that would be a subcontractor on the discretion
(B) any individual or business entity that is known to be a partner, or a parent or subsidial business entity, of any individual or business entity who would be a party to ti- discretionary contract;	Non	
business entity, of any individual or business entity who would be a party to tidiscretionary contract;	and the name	of:
REED ELSEVIER GROWP, PLC.	business e	ntity, of any individual or business entity who would be a party to
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<sup>1</sup> A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

REED AEROSPACE WASHINGTON DC PHONE NO. : 703 836 7446 Dec. 06 2004 12:54PM P3 12/02/2004 11:19 2073500 AVIATION DEFT PAGE 03/03

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

#### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any cendidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered loobyists of the entity.

To Whom Mede:	Amount:	Date of Contribution:
None		

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

None	
Signaturo:	Company: BUSINESS INF 12/6/04

<sup>&</sup>lt;sup>2</sup> For purposes of this rule, facts are "responsibly understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require person would conclude that the facts, if true, require recusal or require person would conclude that the facts, if true, require recusal or require person.

#### 2073500

### City of San Antonio **Discretionary Contracts Disclosure\***

For use of this form, see City of San Antonio Ethics Code, Part D. Sections 182 Attach additional sheets if space provided is not sufficient. State 'Not Applicable' for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract: the identity of any <u>individual</u> who would be a party to the discretionary contract: (2) the identity of any business entity that would be a party to the discretionary contract: REED BUSINESS INFORMATION and the name of: (A) any individual or business entity that would be a subcontractor on the discretionary contract; and the name of:

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

REED ELSEVIER GROWP, PLC.

A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

COSA Form 1050-33-2, Discretionary Contract disclosure form, 06/01/01, Rev. 09/12/02

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(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

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#### **Political Contributions**

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount	Date of Contribution:
None		

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Noné		
Signature:	Company:  RED BUSINESS INK	Date: 12/6/04

<sup>&</sup>lt;sup>1</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require cereful consideration of whether or not recusal is required.

DATED November 1, 2004

# **Reed Business Information Limited**

- and -

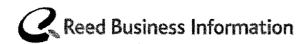
City of San Antonio Aviation Department

# **EVENT HOSTING AGREEMENT**

Network 2006 San Antonio, 5-7 March 2006

## CONTENTS

Clause		Page
	Parties to the Agreement	1
	Recitals	1
1.	Interpretation	. 1
2.	RBI's Responsibilities	2
3.	CSAAD's Responsibilities	3
4.	Management Committee	4
5.	Term & Termination	4
6.	Intellectual Property Rights	5
7.	Confidential Information	5
8.	Warranties & Indemnities	6
9.	Liability	6
10.	General	6
٠.	Authorisation	8
Schedule I	The Event Specification	9
Schedule II	RRI's Trade Marks	10



#### **MEMORANDUM OF AGREEMENT made**

2004

#### Between:

- (1) Reed Business Information Limited (Company registered in England, No. 151537) whose registered office is at Quadrant House, The Quadrant, Sutton, Surrey SM2 5AS, United Kingdom (hereinafter referred to as "RBI") and
- (2) City of San Antonio Aviation Department of 9800 Airport Boulevard, San Antonio, Texas, 78216, United States of America (hereinafter referred to as "CSAAD")

#### WHEREAS

- (A) The magazine 'Airline Business' is published in the United Kingdom by RBI.
- (B) RBI and CSAAD wish to enter into an Agreement under the title 'Network 2006' to organise a conference ("the Event") on the terms and conditions of this Agreement.

#### NOW IT IS HEREBY AGREED AS FOLLOWS:-

#### 1. INTERPRETATION

- 1.1 The following terms shall have the following meanings:
  - "Commencement Date" shall be the date of the signing of this Agreement.
  - "Confidential Information" shall mean all any information of whatsoever nature (whether oral, written or in any other form) relating to the Event, party's business, finances, operations or other commercial interests.
  - "Delegates" shall mean the delegates and potential delegates attending the Event.
  - "Event Associates" shall mean any company or organisation engaged by CSAAD and approved by RBI to act as a co-sponsor at the reception on  $5^{th}$  March 2006 and at the gala dinner on  $6^{th}$  March 2006.
  - "Event Specification" shall mean the specification for the Event as agreed between the parties and amended from time to time and as shown in Schedule I.
  - "Exhibitors" shall mean the exhibitors attending the Event.
  - "Host" shall mean the San Antonio Aviation Department.

"Intellectual Property Rights" shall mean patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, rights affording equivalent protection to copyright and design rights, trade marks, trade names, service marks, business names, moral rights, registrations and applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country and/or jurisdiction, rights in the nature of unfair competition rights and the rights to sue for passing off.

"Revenue" shall mean all invoiced revenue and receipts in relation to the Event.

"RBI's Trade Marks" shall mean the trademarks, registered and unregistered, belonging to RBI and listed in Schedule II.

"Suppliers" shall mean suppliers of services in respect of the Event.

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

#### 2. RBI'S RESPONSIBILITIES

- 2.1 RBI shall produce a programme of speakers for the Event.
- 2.2 RBI shall be responsible for liaising with the Host.
- 2.3 RBI shall organise all promotional activities in connection with the Event to carry CSAAD's logo, including any advertisements in Airline Business, website, delegate directory, direct mailings and brochure production.
- 2.4 RBI shall be responsible for production of signage and other promotional material at the Event and shall ensure it all incorporates CSAAD's logo.
- 2.5 RBI shall be responsible for producing and controlling the Event's budget including costs and revenues.
- 2.5 RBI shall be responsible for all delegate, sponsorship and exhibition bookings; invoicing (as appropriate) and collecting receipts.
- 2.6 RBI shall be responsible for all administrative services to include but not limited to brochure production; advertisements; processing exhibition and sponsorship packages; mailing of brochures; coordinating speaker requirements; producing delegate directories and information; assignment of relevant suppliers; on-site registration, management and organisation; organising necessary insurance.

- 2.7 RBI shall be responsible for the day-to-day management of the Event and the deployment of such staff as are required to organise the Event.
- 2.8 RBI shall be responsible for settling accounts with Suppliers in accordance with their standard conditions of sale.
- 2.9 RBI shall have final approval of the format of the Event reception and the Event dinner, including menus, content, entertainment, expenditure and venues.
- 2.11 RBI shall ensure that the name and logo of the Host will appear on or within all promotion material, publications, websites and advertisements produced in connection with the Event.
- 2.12 RBI shall provided signage at the Event reception, at the Event dinner and in the registration area of the Event bearing the Host's name and logo.
- 2.13 RBI shall appoint such sponsors as it may think appropriate to sponsor any part of the Event or to sponsor any function held by RBI during the Event, with the exception of the gala dinner, which shall be solely sponsored by CSAAD co-operating with one or more Event Associates.

#### 3. CSAAD'S RESPONSIBILITIES

- 3.1.1 CSAAD shall arrange and fund, in consultation with RBI, a gala dinner on Monday 6<sup>th</sup> March 2006. CSAAD may obtain sponsorship for the gala dinner from one or more Event Associates.
- 3.1.2 CSAAD shall undertake to arrange and fund an event reception on Sunday 5<sup>th</sup> March 2006. CSAAD may obtain sponsorship for the event reception from one or more Event Associates.
- 3.1.3 CSAAD will be responsible for providing at its own cost an exhibition stand 6m x 2m for occupation by RBI at the Event in a prime position to be agreed with RBI.
- 3.4 CSAAD will be responsible for producing at its own cost a full page, full colour advertisement for the delegate directory.
- 3.5 CSAAD will be responsible at its own discretion and its own cost for providing table gifts for each place at the gala dinner on Monday 6<sup>th</sup> March 2006.
- 3.6 CSAAD will be responsible for hosting a top table of 10 (ten) guests consisting of guests and staff at the gala dinner on Monday 6<sup>th</sup> March 2006.
- 3.7 CSAAD may introduce the Event dinner on Monday 6<sup>th</sup> March 2006 subject to the agreement in advance by RBI of content and persons involved.

- 3.8 CSAAD may host a golf day and a partner programme outside the main parameters of Network 2006 with CSAAD paying all costs incurred and being responsible for organisation of such arrangements. Any such activities organised by CSAAD must have the prior written agreement of RBI. RBI will undertake to advertise the partner programme and golf day to all delegates and inform CSAAD of all those who express an interest. However, all logistics in relation to any additional programme of events will be handled by CSAAD.
- 3.9 CSAAD will be financially responsible for providing efficient, cost effective transfers to the venue from all neighbouring airports for delegates on arrival.
- 3.10 CSAAD agrees to pay a total of US\$ 50,000 (fifty thousand US Dollars), plus any applicable taxes, in full upon receipt of invoice dated 1<sup>st</sup> March 2005. RBI's standard 'net' 30 (thirty) day terms will apply.

#### 4. MANAGEMENT COMMITTEE FOR EVENT DINNER

- 4.1 The parties shall form a management committee for the purpose of agreeing, coordinating and managing the execution of the Event dinner. Each party shall appoint at least one representative to the management committee (a "*Project Manager*").
- 4.2 Individuals who are members of the management committee may be replaced at the discretion of the party appointing them.
- 4.3 The management committee shall communicate at least once each month or as agreed between the parties.
- 4.4 Each Project Manager shall provide all information reasonably required by the other party to fulfil the Event Specification and shall consult with the other party's Project Manager to ensure diligent execution of the Event.
- 4.5 RBI has the final approval of any recommendations made by the management committee.

#### 5. TERM & TERMINATION

- 5.1 This Agreement shall commence on the Commencement Date and, subject to its earlier termination in accordance with the provisions of Clauses 5.2, 5.3 and 5.4, shall continue until the completion of both parties' obligations under this Agreement.
- 5.2 Either party may terminate this Agreement by written notice if the other is in breach of any of its material obligations under this Agreement and fails to remedy such breach (if capable of remedy) within 30 (thirty) days of a written notice to do so.
- 5.3 In the event of the termination of this Agreement by either party, RBI may make such arrangements it may wish in relation to the organisation and running of the Event.

5.4 RBI has the right to cancel this Agreement if, at its sole discretion, RBI cancels the Event for any reason.

#### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 CSAAD acknowledges that RBI is the legal and beneficial owner of the Event, the RBI Trade Marks and all Intellectual Property Rights relating thereto and all goodwill and other intangible assets associated therewith and RBI's rights in the foregoing shall remain the property of RBI and CSAAD's use of them shall inure to the benefit of RBI.
- RBI grants to CSAAD a non-exclusive licence to use the RBI Trade Marks for the duration of this Agreement and for the purpose only of the Event and the promotion of it and CSAAD shall observe all reasonable directions given by RBI as to the presentation and use of the RBI Trade Marks upon or in connection with the promotion of the Event.
- 6.3 CSAAD agrees not to use the Intellectual Property Rights belonging to RBI save for the purpose of this Agreement.
- On termination of this Agreement, CSAAD shall cease using RBI's Trade Marks and Intellectual Property Rights.
- 6.5 If CSAAD believes that a third party is infringing any Intellectual Property Rights of RBI, CSAAD shall notify RBI of such belief.
- 6.6 If either party wishes to take action against a third party for infringement of that party's Trade Marks, it shall give notice of such proposed action to the other party to this Agreement.

#### 7. CONFIDENTIAL INFORMATION

- 7.1 Each party acknowledges that Confidential Information may be disclosed to it or otherwise come to its attention. Each party agrees and undertakes that it will hold any Confidential Information in complete confidence and will not disclose it in whole or in part at any time to any third party, unless required to disclose in accordance with the provisions of the Texas Open Records Act, nor use Confidential Information for any purpose other than the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement for any reason for a period of 2 (two) years commencing immediately on the date of such termination.
- 7.2 Confidential Information shall not include information which:
  - (a) at or prior to the time of disclosure was known to the receiving party as evidenced in writing, except to the extent that such information was unlawfully appropriated;
  - (b) at or after the time of disclosure becomes generally available to the public other than through any act or omission on the part of the receiving party;

- (c) is received from a third party free to make such disclosure without breaching any legal obligation;
- (d) is independently developed by the receiving party; or
- (e) is required to be disclosed by law, court order or request by any government or regulatory authority.

#### 8. WARRANTIES & INDEMNITIES

- 8.1 CSAAD warrants that it complies with all laws and regulations enacted within the United States of America and the State of Texas relating to the protection of and the distribution of personal data.
- 8.2 RBI warrants that it is registered under the provisions of the Data Protection Acts 1984 & 1998 (as may be amended or replaced) and will maintain its registration under the Data Protection Act for the duration of this Agreement and shall comply with the Data Protection Act and the Data Protection Guidelines in respect of its obligations under this Agreement.
- 8.3 RBI covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS CSAAD, and the elected officials, employees, officers, directors, volunteers and representatives of CSAAD, individually or 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 CSAAD, directly or indirectly, arising out of, resulting from or related to RBI's activities under this Agreement, including any acts or omissions of RBI, any agent, officer, director, representative, employee, consultant or subcontractor of RBI, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without CSAAD waiving any governmental immunity available to it under Texas law and without waiving any defences of the parties under Texas law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE ANY SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE, IN PART, FROM THE NEGLIGENCE OF CSAAD, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CSAAD, UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THIS INDEMNITY WILL NOT APPLY WHERE ANY SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE SOLELY FROM THE NEGLIGENCE OF CSAAD, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CSAAD, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RBI shall promptly advise CSAAD, in writing, of any claim or demand against CSAAD or RBI, known to RBI, related to or arising out

of RBI's activities under this Agreement, and shall see to the investigation and defence of such claim or demand at RBI's sole cost. CSAAD shall have the right, at its option and at its own expense, to participate in such defence without relieving RBI of any of its obligations under this section.

It is the EXPRESS INTENT of the parties to this Agreement that the INDEMNITY provided for in this section (Section 8.3) is an INDEMNITY extended by RBI to INDEMNIFY, PROTECT and HOLD HARMLESS CSAAD from the consequences of CSAAD'S OWN NEGLIGENCE, provided, however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of CSAAD is a CONTRIBUTORY CAUSE of the resultant injury, death or damage, and shall have no application when the negligent act of CSAAD is the sole cause of the resultant injury, death or damage. RBI further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF CSAAD AND IN THE NAME OF CSAAD, any claim or litigation brought against CSAAD and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death or damage, for which this INDEMNITY shall apply, as set forth above.

RBI agrees to indemnify CSAAD against any loss, damage, cost or expense (including reasonable solicitors' fees and expenses) CSAAD may suffer or incur arising out of any claim by any third party resulting from any act, neglect or default in relation to this Agreement by RBI.

#### 9. **LIABILITY**

- 9.1 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from its negligence.
- 9.2 Subject to Clause 9.1, the liability of each party as against the other party under this Agreement shall be limited to loss or damage arising directly out of:
  - (a) any breach of that party's obligations under this Agreement; or
  - (b) that party's own gross negligence or wilful misconduct.
- 9.2 Neither party shall be held liable to the other under contract or tort or for breach of statutory duty or otherwise with reference to any matter arising directly or indirectly out of or related to this Agreement for any indirect, consequential, incidental or punitive loss, damage or liability or for loss of profits, loss of business, loss of use or loss of data.

#### 10. **GENERAL**

- 10.1 This Agreement relates only to the Event referred to in this Agreement.
- 10.2 Nothing in this Agreement shall be construed so as to create a partnership, joint venture or contract of employment between the parties.
- 10.3 If any provision of this Agreement is deemed void, invalid or unenforceable for any reason whatsoever, such voidness, invalidity or unenforceability shall not affect the

- validity of other provisions of this Agreement and the provisions thus declared void or invalid shall be considered to have been deleted from this Agreement.
- 10.4 No extension of time or other indulgence, which may be granted by RBI to CSAAD shall constitute a waiver of RBI's strict rights under this Agreement.
- 10.5 This Agreement shall be governed and construed in accordance with the laws of the state of Texas, United States of America.
- 10.6 Neither party shall be held liable for any loss or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control.
- 10.7 Any notices given by either party hereunder shall be given in writing to the recipient at its address set out above (or such address as such party may notify the other for the purposes of this Agreement). Any such notice shall be deemed to be delivered, if sent by first class post, 48 (forty eight) hours after posting; and, if sent by facsimile, at the time of transmission, confirmed by a transmission report from the sender's facsimile machine.
- 10.8 This Agreement may not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other, save that RBI may assign its rights and obligations under this Agreement to any company within the Reed Elsevier Group plc without consent being required.
- 10.9 This Agreement, which includes the Schedules, constitutes the entire understanding between the parties as to the subject matter hereof and supersedes all previous communications, representations, arrangements, understandings and agreements whether written or oral relating thereto and no variation or amendment to this Agreement shall be effective unless made in writing and signed on behalf of each of the parties hereto.

SIGNED by	Mariell	)
for and on behalf of	ROBERT	Hancock)
Reed Business Informa	ation Limited	)
on the     \lambda day of before me:	November, 20	)004
before me:	must AGWARU	uick )
	·	
SIGNED by		)
for and on behalf of		)
		)
City of San Antonio A	viation Department	į́
on the day of	20	)004

before me:

## **SCHEDULE I**

# The Event Specification

#### **Event Name**

Network 2006

#### Location

San Antonio, Texas, USA

#### Date

5, 6 & 7 March 2006

## Nature and target audience of the Event

Network 2006 is a global route-planning forum targeted specifically at airlines, airports and associated industries.

## **SCHEDULE II**

## **RBI's Trade Marks**

Network 2006
Air Transport Intelligence
Airline Business
Flight International
Reed Business Information