



The following agreement is between:

**Kelly Holding Ltd.**  
**P.O. Box 2712GT**  
**Grand Cayman**  
**KY1-1111**  
**(KHL)**

And:

**Ministry of District Administration, Tourism and Transport**  
**c/o Chief Officer Stran Bodden**  
**Government Administration Building**  
**George Town**  
**Grand Cayman**  
**(MDATT)**

**WHEREAS:**

- MDATT is seeking to execute a Public Education Campaign for the Cruise Berthing Facility (hereinafter called the "CBF project");  
The parties have agreed to enter into this contract upon the terms hereinafter stated.

**1.0 Engagement**

- 1.1 MDATT agrees to engage KHL and KHL agrees to perform the Services, set out in Schedule "A", for the fee set out in Schedule 'B' in accordance with the terms set out in this Agreement.

**2.0 Term of Agreement**

- 2.1 This Agreement commences on 1 November 2019 (the Effective Date) and ends up on completion of the project to the full satisfaction of the authorized representative of MDATT, which completion should be no later than 31<sup>st</sup> December 2019.

### 3.0 Performance

3.1 KHL agrees to use all reasonable endeavours to fully perform the Services in a competent, timely and professional manner to the reasonable full satisfaction of MDATT.

### 4.0 Fees & Expenses

4.1 Fees payable to KHL are outlined in Schedule 'B'.

4.2 All expenses as outlined in the 'Services to be Performed' within Schedule 'A' shall be paid by MDATT to KHL in Cayman Islands Dollars and in accordance with Schedule B. All such expenses are to be prior approved by MDATT.

### 5.0 Termination

5.1 Without prejudice to any remedy either party may have against the other the agreement may be terminated summarily without notice or payment in lieu of notice or other compensation in respect of the termination of the Agreement whatsoever in the following circumstances:

5.1.1 By MDATT if:

5.1.1.1 KHL wilfully neglects to perform the Services or obligations hereunder; or

5.1.1.2 KHL files for or is adjudged to be bankrupt; or

5.1.1.3 if applicable KHL enters into liquidation whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or takes or suffers any similar action in consequence of debt; or

5.1.1.4 KHL commits any breach of any of the provisions of the Agreement which shall remain unremedied fourteen (14) days after notice of such breach has been served by MDATT on KHL;

5.1.2 By KHL if;

5.1.2.1 MDATT enters into liquidation whether compulsory or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or takes or suffers any similar action in consequence of debt; or

5.1.2.2 MDATT commits any breach of any of the provisions of the agreement, which shall remain unremedied fourteen (14) days after notice of such breach has been served by KHL on MDATT.

## **6.0 Indemnity**

6.1 Both parties shall indemnify and save harmless the other, its owners, agents, directors, employees and servants from any and all claims, liability or loss whatsoever, including legal fees, arising out of any act or omission of either party, its agents, employees, servants and Subcontractors in performing the Services including but not limited to negligence, causing loss or damage to property, injury to or the death of any person(s), alleged intellectual property rights infringement or interference, defective or faulty design, damage to the environment, breach of any agreement and misrepresentation of any kind.

## **7.0 Independent Contractor Status**

7.1 The parties expressly acknowledge that KHL is an independent Contractor and neither an agency, partnership nor employer-employee relationship is intended or created by this Agreement.

7.2 This Agreement shall not convey and KHL shall not have any license or right to use, possess or publish any intellectual property of MDATT or its affiliates, including, but not limited to, logos, company names, likenesses, memoranda, plans, photos, films, drawings or the work product resulting from this Agreement, except as specifically set forth in this Agreement or the Schedules thereto.

7.3 KHL shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance and pensions and all licenses and permits, which may be or become required to perform the Services.

## **8.0 Confidentiality**

8.1 Except for such information as is in the public domain prior to the Effective Date of this Agreement, or thereafter comes into the public domain through no breach of this Agreement, all information and data developed or received by KHL in connection with KHL's performance hereunder, from whatever source including third parties, MDATT, its shareholders, affiliates, or employees, shall be the property of MDATT and shall be kept strictly confidential by KHL and shall not be given, delivered, or revealed by KHL to any other person, firm, corporation, or other entity except with prior written permission of an officer of MDATT. This obligation shall survive termination of this Agreement.

8.2 Except for the purpose of the performance of the Services and fulfilment of the agreement, neither party shall divulge, use, or permit to be disclosed any confidential business information disclosed to it directly or indirectly by either party, unless disclosure is required by law.

## **9.0 Cooperation with other Contractors**

9.1 Where, in the reasonable opinion of either party, it is necessary that other contractors or the like be utilised for whatever reason, both parties agree to cooperate with them in carrying out their duties and obligations. Notwithstanding the above, this Agreement is for KHL's unique services. Neither the Services nor KHL's right to payments under this Agreement may be assigned or subcontracted without the written agreement of MDATT. Any attempted assignment or subcontract without such written permission is void. This Agreement may not be assigned by MDATT to any of its affiliates without further consent from KHL.

## **10.0 Force Majeure**

- 10.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.
- 10.2 In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 10.3 Should the Force Majeure event last for longer than 30 days, either party may terminate this Agreement by notice to the other party without further liability, expense or cost of any kind.

## **11.0 Governing Laws**

- 11.1 This Agreement shall be governed and interpreted solely according to the laws of the Cayman Islands.
- 11.2 KHL and MDATT irrevocably consent to the jurisdiction of the courts of the Cayman Islands as to all or any conflicts or matters that may arise under this Agreement. The parties agree that any issues that arise will initially be sought to be resolved by arbitration in accordance with the provisions of the Cayman Islands Arbitration Law, 2012.
- Where an issue arises between the parties to the Contract, the Claimant party shall communicate in writing to the Respondent party the particulars of the issue and the remedy sought.
- 11.3 The Respondent party shall be given 10 (ten) days within which to respond in writing to the particulars of the issue.

- 11.4 If the Claimant party is dissatisfied with the response, then the issue shall be resolved by arbitration in accordance with the provisions of the Cayman Islands Arbitration Law, 2012.
- 11.5 In the conduct of the arbitral proceedings, it is agreed by the parties that:
- a. The language of the arbitration shall be in English
  - b. The seat of the arbitration shall be the Cayman Islands
  - c. The appointing authority, may, based on mutual agreement, be chosen by the parties or in the absence of such agreement; the court may designate an appointing authority
- 11.6 The "Appointing Authority" is to be given the meaning as defined in section 2 of the Arbitration Law, 2012.
- 11.7 For the purposes of this agreement both parties agree that 'issue' in relation to a contract includes but is not limited to:
- a. A dispute;
  - b. A controversy;
  - c. A claim;
  - d. A breach;
  - e. Termination;
  - f. Invalidity.
- 11.8 The parties agree that fees of the arbitrator and fees directly connected to the arbitration shall be equally borne by the parties.
- 11.9 The parties also agree that legal costs and costs incurred by each party in respect of the arbitration shall be borne by each party.
- 12.0 Invalidity**
- 12.1 Should any term or portion of this Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.
- 13.0 Insolvency**
- 13.1 MDATT may terminate this agreement with KHL at its discretion in the following cases:
- 13.1.1 If KHL becomes insolvent or bankrupt, or is unable to make payments to its creditors as and when payment for such sums become due;

- 13.1.2 If a composition or arrangement is made by KHL with its creditors;
- 13.1.3 If KHL has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved;
- 13.1.4 If KHL has proceedings instituted by or against it for arrangement, reorganisation or composition of creditors under any law;
- 13.1.5 If proceedings are commenced by or on behalf of KHL for the appointment of an administrator or receiver;
- 13.1.6 If a winding up or receiving order is made against KHL;
- 13.1.7 If a resolution for voluntary winding up is made for or against KHL;
- 13.1.8 If a liquidator, receiver or manager of KHL's business appointed or having possession taken on behalf of the holders of any debentures or holders secured by a floating charge.

#### **14.0 Ownership of Intellectual Property**

- 14.1 KHL agrees that all reports, specifications, drawings, schematics, trademarks, copyrights, materials and ideas associated with the CBF Public Education campaign, and all other information arising from the Campaign are hereby assigned, conveyed, and transferred, along with all related intellectual property rights, to the Ministry, and shall be the Ministry's sole and exclusive property.

#### **15.0 NOTICES**

- 15.1 Any notice required to be given or sent by email:-

In the case of KHL:

Rhonda Kelly or Laurie-Ann Holding

P.O. Box 2712

Grand Cayman, KY1-1111

Email: [rhonda@kellyholding.com](mailto:rhonda@kellyholding.com) or [lauricann@kellyholding.com](mailto:lauricann@kellyholding.com)

In the case of MDATT:

Chief Officer Stran Bodden

Government Administration Building

George Town, Grand Cayman

Email: [Stran.Bodden@gov.ky](mailto:Stran.Bodden@gov.ky)

Any such notice shall be deemed to be served and received as of five (5) business days.

- 15.2 Any communication regarding the services outlined will be communicated between the below parties by email, phone, fax or letter.

In the case of KHL:

Rhonda Kelly - CEO

Kelly Holding

Tel: 345.946.8822

Mobile: 345.329.4480

Email: [Rhonda@kellyholding.com](mailto:Rhonda@kellyholding.com)

In the case of MDATT:

Mr. Stran Bodden

Ministry of District Administration, Tourism and Transport

Tel: 345.244.2430


Email: [Stran.Bodden@gov.ky](mailto:Stran.Bodden@gov.ky)



**AGREED TO AND ACCEPTED BY:**

This agreement signed on: 4. Nov. 19

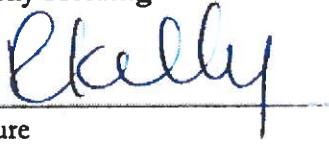
**For Ministry of District Administration, Tourism and Transport**

  
Signature

STRAN BODDEN  
Print Name

CHEEF OFFICER  
Print Title

**For Kelly Holding:**

  
Signature

Rhonda Kelly  
Print Name

CEO  
Print Title



**Schedule 'A'**  
**Services to be Performed**  
**Public Education Campaign**

***MDATT retains management and oversight responsibility for the CBF Public Education Campaign. KHL will receive instruction from, and will work in collaboration with MDATT's appointed representative and will be responsible for executing the activities and events as well as the logistical and administration elements associated to this project.***

***KHL acknowledges that the strategy for the campaign may need to be adjusted during the contract period. KHL understands this and agrees to be flexible knowing that there may be needed adjustments to the overall scope of the work listed below:***

**Campaign Development**

1. Develop and maintain a high intensity, integrated public education campaign to effectively educate the public about all aspects of the CBF project. The campaign is expected at a minimum to include radio, video, print, digital and social media.
2. Conceptualise, create and implement compelling, high quality, public relations and marketing communications activities and tactics which support the overarching communications strategy, with the objective being to increase public awareness of the facts pertaining to the CBF project.
3. Produce a media and activities calendar showing all content and activities planned to take place during the (at a minimum) upcoming two week period.
4. Develop all creative content for use on various channels but must include at a minimum online, social, print and broadcast mediums and digital billboards. Creatives and templates must be retained and made available for reuse for any future/repeat activity pertaining to this project.
5. Provide/source all creative support such as photography, videography, aerial/drone footage, graphics, voice talent, and the like required to effectively support this campaign.

**Social/ Online / Digital Media Management**

Agency will be expected to provide following services:

1. Develop a social media strategy principally for Facebook but inclusive of other key social media platforms to effectively and frequently engage with the public.
2. Management of Facebook page  
<https://www.facebook.com/supPORTourTOURISM/>
3. Create attractive and engaging daily posts (mix of static, video & animated GIF) to clearly and effectively communicate with the public and provide factual information.
4. Demonstrably grow the number of likes/followers on the CBF social media channels.
5. Monitor social media channels on a daily basis and manage posting, engagement and assist Ministry representative with responding to comments.
6. Provide updates on a weekly basis and a monthly report with analytics on campaign



7. Maintain, update and consistently refresh the projects website [www.supportourtourism.com](http://www.supportourtourism.com).
8. Advertising on Youtube, Google and Bing. Creation of 4 ads will be required to supplement existing ads currently in rotation. Agency must manage ad creation and placement process.
9. Analysis, evaluation and reporting on all of the above will be required on a weekly basis (i.e. effectiveness, reach, engagement, etc)
10. Agency will be required to provide a comprehensive report at the conclusion of the RFP period highlighting activities undertaken, outcomes, analytics, evaluation and success.

**Note: All plans, messaging, social media posts and website content and other deliverables pertaining to this campaign are to be prior approved by DATT. All online/web content to be SEO optimised to maximise search results.**

#### **Public Relations / Marketing / Event Management**

Agency will be expected to:

1. Provide crisis communication and damage control support as required, particularly as it relates to providing a timely response to misinformation regarding the project.
2. Manage the rollout of the PR and marketing activities plan which support the integrated communications campaign.
3. Identify and manage stakeholder partnership opportunities and assist with media and PR plans/tactics deriving from partnership opportunities.
4. Assist with the planning and execution of town hall meetings, stakeholder meetings, lunch and learn sessions, focus groups and the like, as required.
5. Provide research and copywriting services for 1 blog and 1 newspaper article per week and speaking notes for media and public appearances as required.
6. Work with Ministry, and/or CIG representative(s) to draft responses to negative newspaper articles, editorials and inaccurate media reports as required.
7. Provide concepts and graphic design for all campaign advertising, book media space and coordinate ad placement with media houses.
8. Develop scripts for 5 radio ads and story boards for 10 x video commercials (mix of 15 and 30 seconds). Agency is expected to secure voice talent (per Ministry's approval) and manage production and editing.
9. Provide 10 vox pops/testimonials in support of the CBF campaign.
10. Manage the design, ordering and delivery of giveaway items, t-shirts, exhibition booths and the like as required.

**Schedule 'B'**  
**Fees**

MDATT shall pay Kelly Holding Ltd. a total fee of CI\$20,000.00\* for the contract period of 1<sup>st</sup> November to 31<sup>st</sup> December as detailed below. All fees will be invoiced by Kelly Holding and shall be payable within 15 days of receipt of invoice. All additional budget\*\* items noted below will be paid to KHL and KHL will provide MDATT with original invoices from all suppliers, media outlets and contractors.

<b>Date</b>	<b>Fee KYD</b>
15 <sup>th</sup> November 2019	\$10,000.00
5 <sup>th</sup> December 2019	\$5,000.00
31 <sup>st</sup> December 2019	\$5,000.00
<b>TOTAL</b>	<b>\$20,000.00</b>

\*\*Not included in this fee are proposal budgeted expenses outlined below which will be billed to MDATT by KHL with supporting invoices:

<b>Item</b>	<b>Budget KYD</b>
Graphic Design	\$3,000.00
Videos	\$4,500.00
Google Ads	\$3,500.00
Print Ads	\$15,820.00
Web Ads/Banners/ Website	2,500.00
Town Hall Meetings	18,000.00
Photography	\$1,500.00
Internal Meetings (e.g. Lunch and Learn, stakeholder engagement)	\$3,000.00
LED Signs	\$4,500.00
Additional Radio production and broadcast	\$10,000.00
<b>TOTAL</b>	<b>\$66,320.00</b>

