

Celsius Lodder ✓  
International Coffee Organisation  
22 Berners Street  
LONDON  
W1P 4DD

*Celsius*

28 June, 2000

Our Ref: F7818

Dear Mr Lodder

**Re: World Coffee Conference**

Please find enclosed a copy of the contract, signed by Michael, for the World Coffee Conference. Would you please be kind enough to sign and return.

Many thanks.

Yours sincerely

Teresa King

Agra Europe (London) Ltd  
80 Calverley Road • Tunbridge Wells • Kent TN1 2UN • England  
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Registered in England No: 746465

**AGREEMENT BETWEEN AGRA EUROPE (LONDON) LTD AND INTERNATIONAL COFFEE ORGANISATION**

**THIS AGREEMENT** is made on the 16<sup>th</sup> day of May 2000.

**BETWEEN** International Coffee Organisation ('ICO') of 22 Berners Street  
London, W1P 4DD

**AND** Agra Europe (London) Ltd, 80 Calverley Road, Tunbridge Wells, Kent,  
TN1 2UN

ICO wishes to hold a Conference to be known as "World Coffee Conference" to be held on 17-19 May 2001.

**THIS AGREEMENT** sets out the terms agreed between Agra Europe and ICO in relation to the project management of the conference.

**IT IS AGREED THAT AGRA EUROPE WILL UNDERTAKE THE FOLLOWING:**

**1. Delegate Registration and Administration**

- 1.1. Agra Europe will handle all bookings and inquiries via telephone, fax, post, email and Website.
- 1.2. Agra Europe will raise invoices, process payments and issue joining instructions including booking confirmations and useful delegate information.
- 1.3. Delegate and speaker badges and delegate lists for display at the conference will be produced by Agra Europe.
- 1.4. The list of delegates and their details will be the property of ICO and separately the property of Agra Europe.

**2. On-site management**

- 2.1. Agra Europe will staff the conference on site with sufficient members of the Agra Europe project team and sufficient support staff ensuring the smooth running of the event.
- 2.2. Agra Europe will arrange and supervise all services with the venues including refreshments, lunches, receptions and conference banquet.
- 2.3. Agra Europe will supervise all signage, audio-visual services and technicians.
- 2.4. Agra Europe will manage and staff the registration desk and conference office for the duration of the event where delegates will be greeted, registered for the conference and documentation provided. This will also serve as an information desk and delegate queries will be answered and messages taken.
- 2.5. For those delegates who need to pay their registration fee on the day, facilities will be provided: provision for taking payment by cheque, cash or credit card will be made.
- 2.6. Speakers will be welcomed and acquainted with the facilities and assisted in their preparation for speaking, being handed over to the speaker presentation team.

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**3. Hotels**

- 3.1. Agra Europe will recommend suitable agents/hotels for delegate accommodation both at the Conference Hotel and other hotels close to the conference venue.

**4. Speakers**

- 4.1. Agra Europe and ICO jointly will issue formal invitations to speakers to speak at the conference.
- 4.2. Agra Europe will maintain regular contact with speakers via telephone, email etc., and will endeavour to obtain their presentations in advance of the conference.
- 4.3. Agra Europe will reserve hotel accommodation for speakers if required
- 4.4. Speakers will normally be expected to cover their own costs of travel, accommodation and subsistence. In certain instances speaker costs may be reimbursed by Agra Europe. The total amount for all speaker costs to be paid by Agra Europe will not exceed £20,000.

**5. Marketing**

- 5.1. Agra Europe will produce all publicity material to include, where it deems appropriate: emails, electronic bulletins, pre-mailers (flier), advertisements, press releases, brochures, inserts, invitations, press passes, exhibition and sponsor invitations etc
- 5.2. Agra Europe will manage the entire marketing campaign for the conference to include, database selection and management; production of all promotional material; mail, fax and email all promotional material; liaise with ICO for promotional support
- 5.3. ICO will authorise the use of ICO logo on promotional material produced by Agra Europe for the conference.
- 5.4. ICO key contact will be given the opportunity to review all publicity material prior to publication.
- 5.5. ICO key contact will be sent the promotional material by email/fax/post for approval. After 72 business working hours from the time ICO key contact receives the communication if no amendments are suggested, then by default the material will be considered by Agra Europe as having been approved by ICO key contact .
- 5.6. Agra Europe will make changes to the material according to the suggested amendments or an alternative recommended by Agra Europe to the satisfaction of ICO key contact

**6. Sponsorship**

- 6.1. Agra Europe will have the exclusive right to offer sponsorship and exhibition packages for the conference
- 6.2. Agra Europe will promote, sell and contract sponsorship packages
- 6.3. ICO will assist in promotion and selling of sponsorship packages as specified by Agra Europe
- 6.4. Agra Europe will co-ordinate services for the sponsors and exhibitors

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6.5. Agra Europe will ensure that sponsors and exhibitors are kept regularly informed of relevant information and updates

**7. Conference Budgeting and Financial Management**

- 7.1. Agra Europe will be responsible for setting the budget for the conference.
- 7.2. The budget will include interpretation into four languages for two days, Friday and Saturday.
- 7.3. Agra Europe will be responsible for costs relating to the conference to include venue costs, marketing costs incurred by Agra Europe, costs relating to registration of conference delegates, administration and on-site management, cost of sponsorship sales. Agra Europe will be responsible for specified speaker costs up to a maximum of £20,000.
- 7.4. ICO will be allocated 70 (seventy) free delegate places for the conference for distribution to ICO members and guests.
- 7.5. ICO will be allocated a maximum of 50 (fifty) places for its members at a special delegate fee of USD400 per delegate. All other delegates from ICO member countries registering for the conference will be charged at the standard conference fee.
- 7.6. The standard conference fee will be fixed at a level appropriate to the conference as determined by Agra Europe in consultation with ICO.
- 7.7. Agra Europe will retain all revenues from the conference including all sponsorship and exhibition revenues. ICO will receive a proportion of the profits after charging all conference costs which include inter alia cost of venues, cost of speakers, and cost of marketing. ICO will receive 15% of the profit in excess of £80,000 up to £150,000. ICO will receive 25% of the profit in excess of £150,000.

**SPECIFIC RESPONSIBILITIES OF ICO:**

8. ICO will provide Agra Europe with proper information and instructions to enable Agra Europe to adequately plan, administer and organise the event.
9. ICO will warrant that the purpose to which any data provided by ICO to Agra Europe complies in all respects with the Data Protection Act 1984 and any other applicable Act of Parliament or statutory instrument and with all published codes of practice applicable to Agra Europe, including (without limitation) the British Code of Advertising Practice.
10. If for any reason ICO is unable to proceed with the Conference ICO will give Agra Europe immediate notice and pay to Agra Europe all costs incurred by Agra Europe relating to the organisation and administration of the conference and all cancellation fees that may be incurred from the Conference Hotel and Conference Banquet venue and any other outstanding costs, invoices and disbursements relating to the Conference up to a maximum of £90,000.

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**11. Marketing**

- 11.1. ICO will encourage all its contacts to attend the conference.
- 11.2. ICO will provide postal addresses, email addresses and fax numbers of all attendees of all ICO meetings and other suitable lists where available to ICO to assist Agra Europe in preparing and targeting its marketing for the conference.
- 11.3. ICO will promote the conference to its members and associated members through its own member emailing system, if available, and will mail conference brochures with any ICO newsletters and make entries in all its relevant publications announcing the conference.

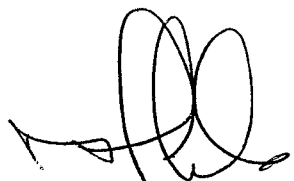
**12. Force Majeure**

- 12.1. Agra Europe shall be entitled, without liability on its part and without prejudice to its other rights, to terminate this agreement or any unfulfilled part thereof or, at its option, to suspend or give partial performance under it, if performance by Agra Europe or by its suppliers is prevented, hindered, or delayed whether directly or indirectly by reason of any cause whatsoever beyond Agra Europe's or its supplier's reasonable control, whether such cause existed on the date when the Contract was made or not.

**13. General**

- 13.1. The Contract shall be governed by the Laws of England.
- 13.2. The parties agree that the courts of England shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement

Signed:



\_\_\_\_\_  
MICHAEL HOBBS

for and on behalf of  
**Agra Europe (London) Limited**

date: \_\_\_\_\_

27/6/00

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[ ]

for and on behalf of

\_\_\_\_\_  
[ ]

date: \_\_\_\_\_