

_____, 2022

RE: **Search Engine Optimization (SEO) Course**

In response to your application for assistance, Digital Nova Scotia ("DNS") is pleased to advise that ("the Participant") has been accepted to participate in the Search Engine Optimization (SEO) Course ("the Program"). By signing this Letter of Agreement ("LOA") and the agreement and schedules formed upon its acceptance are referred to herein as the "LOA".

Terms and Conditions:

1. Program Activities and Deliverables

By signing this LOA, the Participant agrees to fully take part in the the Program activities and to submit deliverables as required to meet the conditions of the agreement as follows:

- a) Participate in and attend all required course sessions lead and instructed by your qualified digital service provider ("DSP");
- b) Complete any worksheets, modules, course reading assigned to ("Participant") by your qualified digital service provider ("DSP")
- c) Provide any credentials or details with regards to your website and online platforms needed by your qualified digital service provider ("DSP"), with the understanding that it is for the purpose of auditing.
- d) Submission of a final project report that DNS will provide upon completion of the Program.
- e) Comply with the terms contained in Schedule A relating to Communications Activities.

By signing this LOA, the Participant agrees that failure to participate in the activities listed above and submit required deliverables could lead to the termination of the agreement, as set out in Section 2 of this LOA.

2. Term and Termination

- a) The term of this LOA is from the Date of Acceptance to August 31, 2022.
- b) At any time during the term of this LOA, DNS or the Participant may, upon thirty (30) days notice in writing, terminate this LOA ("Termination")
- c) The Participant will not be financially accountable for any work or services performed up to and including the date of the Termination. All costs for services incurred up to Termination will be covered by the Program.
- d) The Participant is responsible for any work agreed upon with the Vendor after having received notice of the Termination of the Agreement.
- e) DNS has the right to terminate this Agreement immediately should the Participant breach any terms of this Agreement, including the Participant not fulfilling any of the obligations listed in section 1.

3. Disclaimer, Liability, Indemnity, and Force Majeure

- a) The Program is provided "as is" without warranty of any kind, expressed or implied. Participation in the Program is at the Participant's sole risk. DNS does not make any warranty as to the performance or any results (increased business or revenues) that may be obtained by participation in the Program. DNS makes no other warranties, expressed or implied.
- b) The Participant is solely responsible for any liability arising out of or relating to participation in the Program, including its advertisements or website, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, violation of any anti-discrimination law or regulation, or any other right of any person or entity.



- c) The Participant agrees to indemnify DNS and the Minister of Communities, Culture, Tourism and Heritage for the Province of Nova Scotia ("the Province"), and to hold them harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by DNS or the Province, rising out of or related to the Participant's breach of any terms of this LOA or their participation in the Program.
- d) The Participant acknowledges that, as a response to worldwide events, there may be moments during the Term of this Agreement where there is a shut-down of travel or other events. The Participant understands that DNS will always follow public health guidelines with respect to travel and other tourist attractions, accommodations, or events. This may require that program efforts are paused, terminated, or shifted in some manner, and these changes may impact the Participant's deliverables under the Program.
- e) DNS shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of DNS and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, epidemic or pandemic, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.

4. Other Programs

Eligibility for participation in other Provincial tourism programs and future funding from the Province is subject to the Participant complying with the terms and conditions of the Program as set out in this LOA.

To further your marketing reach, the Participant is encouraged to work with the Tourism Market Development Team at the Province with regards to hosting Travel Trade and Travel Media through their FAM (Familiarization) Tour and Press Trip programs. These opportunities can introduce your business to contacts who can influence travel to Nova Scotia as well as build key business relationships. These contacts can include tour operators, travel agents, travel writers, social media influencers, etc. in Nova Scotia's target markets. Participation includes providing a complimentary or a discounted rate at their place of business for these pre-qualified travel trade and travel media partners.

For more information, please visit: <https://tourismns.ca/marketing/travel-trade-travel-media>

5. General

- a) This LOA, may only be amended by written agreement duly executed by DNS and the Participant.
- b) Any notice or correspondence to DNS shall be addressed to:

Attention: Emily van den Hoogen
Digital Nova Scotia
info@nsdigiport.ca

This offer is open for acceptance for seven (7) business days from date of letter. The date of acceptance shall be the date the duplicate copy of this offer, unconditionally accepted and duly executed by the Participant, is received by DNS.

Please sign the below ACCEPTANCE OF TERMS OF AGREEMENT and return to the contact person listed above.

We would like to extend best wishes on the implementation of this project.

Yours sincerely



Encl. Schedule A: Communications Requirements

ACCEPTANCE OF TERMS OF AGREEMENT FOR SEO COURSE PROGRAM

The Participant shall sign below and return a signed copy to Digital Nova Scotia to indicate acceptance of the terms and conditions of this LOA.

The foregoing offer is hereby accepted this day day of month , 2022 ("Date of Acceptance") by Partner (Participant).

Signing Authority Signature

Signing Authority Name (Print)

Title



SCHEDULE A

COMMUNICATIONS REQUIREMENTS

- (A) Communications activities initiated by the Participant in support of this Project must be submitted to Digital Nova Scotia (DNS) to be approved and/or reviewed by the Province.
- (B) For the purposes of this document, communications activities can be generally defined as, but not limited to: news releases; public events such as announcements, official openings, press conferences; written or electronic communications material; and advertising in all forms (print and electronic media, billboards, etc.)

Further explanations of these communications activities and Participant obligations follow.

- C) Public Announcements & Events: The Participant agrees to an initial public announcement of their participation in the Program by or on behalf of the Province, the Program lead and funder. All information is considered confidential until such time as a public announcement has been made. In cases where a public announcement is not planned, prior approval must be obtained by contacting DNS before any information is released.

Any public announcement by the Participant is subject to approval by the Province. Sufficient turnaround time (a minimum of 14 days) must be given for this process.

The Participant agrees to the participation by the provincial Minister or their representatives at any public event for a Project. The Participant must advise the Province a minimum of 30 days prior to the proposed public event, to allow time to secure participation from the Minister or their representative. The Participant must be open to rescheduling the proposed event if the Minister or their representative are unable to attend, unless the Minister indicates that the event should proceed as scheduled.

- (D) Continuing Communications Activities: Any subsequent announcements or events to the initial public announcement (e.g. official openings, news releases announcing results of the Project) that are to be made jointly by the Participant, DNS and the Province have the same requirements as the initial public announcement. Sufficient turnaround time must be provided (a minimum of 14 days) in order to review or approve these activities.
- (E) Acknowledgment and Logo: The Participant will acknowledge that Program participation was assisted by the Province and DNS in its news releases, presentations, advertising, websites and publications (including annual reports) regarding participation in the Program when these materials are directed at Nova Scotia audiences.
- (F) Exceptions: Any exceptions to these guidelines must be approved by the Province.