



VTM GROUP  
**Consulting and Services  
Agreement**

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Version 1.0  
October 25, 2013

## CONSULTING AND SERVICES AGREEMENT

This consulting and services Agreement ("Agreement") dated effective October 25, 2013 ("Effective Date") is by and between the Open Source Geospatial Foundation (OSGEO) an Oregon based corporation and Vital Technical Marketing, Inc. ("VTM GROUP"), an Oregon corporation with principal offices at 3855 SW 153rd Drive, Beaverton, OR 97006.

### 1. Services.

- (a) VTM GROUP agrees to provide certain consulting, research and planning services to OSGEO as set forth on Schedule A ("Statement of Work") attached hereto. Any proposed changes to the services set forth on Schedule A must be agreed to in writing by the parties hereto.
- (b) VTM GROUP's recommendations and services to OSGEO will reflect VTM GROUP's best professional judgment and actions, based on the information available to VTM GROUP at the time such services are performed. The parties expressly acknowledge however that the quality of VTM GROUP's recommendations and services will largely depend on the accuracy and completeness of the information provided by OSGEO and any changes in such information or in the marketplace could materially affect the quality and validity of the recommendations and services. VTM GROUP warrants that all services provided shall be performed in accordance with good workmanlike standards in the computing industry and shall meet the descriptions and the performance standards of Schedule A. VTM GROUP shall promptly correct any non-conforming or defective workmanship at no additional cost to the OSGEO.
- (c) VTM GROUP's relationship with OSGEO hereunder shall be that of an independent contractor, and nothing in this Agreement shall be construed to create an employer-employee relationship between the parties. VTM GROUP shall be solely responsible for determining the means and methods of providing services hereunder.

### 2. Term.

The initial term shall commence as of the Effective Date of this Agreement and continue until the event and all post event activities conclude.

### 3. Payment.

- (a) In consideration of the services provided by VTM GROUP hereunder, OSGEO shall pay VTM GROUP the compensation set forth on Schedule A attached hereto.
- (b) Expenses: OSGEO agrees to pay all reasonable pre-approved out-of-pocket expenses incurred by VTM GROUP in performing the services described in attached Schedule A. OSGEO and VTM GROUP shall agree on the categories of expenses. OSGEO shall reimburse VTM GROUP at VTM GROUP's actual cost, the amount of such expenses, provided that reasonable documentation in support of such invoice is provided to OSGEO upon request. OSGEO will provide \$40,000 (estimated) up front in payment to cover vendor payments for the event. Revenues from registration fees will be used to pay any additional vendor fees.
- (c) Invoices: VTM GROUP will submit a detailed invoice to OSGEO itemizing the services rendered under this agreement, no later than 1 week after the conclusion of the event. The VTM Group event fee will be due 30 days after receipt of this invoice. Balances due and owing from OSGEO to VTM GROUP hereunder which remain unpaid sixty (60) days from the invoice date, unless



such non-payment is due to delay in payment or processing caused by VTM GROUP, shall accrue interest at the rate of eighteen percent (18%) per annum, compounded monthly. In the event VTM GROUP reasonably determines that OSGEO is unable to pay for VTM GROUP's services hereunder, VTM GROUP shall have the right to cease its performance of services to OSGEO until such time as OSGEO supplies to VTM GROUP reasonably adequate assurance that OSGEO is and will be able to fully compensate VTM GROUP as provided for herein. Applicable taxes and other charges shall be stated separately on VTM GROUP's invoices.

#### **4. Confidentiality.**

VTM GROUP shall maintain in confidence the business and technical information disclosed to VTM GROUP by OSGEO in connection with this Agreement, as well as such other information as VTM GROUP may reasonably be expected to understand that OSGEO's wishes to remain confidential ("Confidential Information") as well as the existence and content of this Agreement. Neither party may disclose the terms and conditions of this Agreement to any third party without the specific written consent of the other party. VTM GROUP shall not disclose Confidential Information to any third parties without the prior written consent of OSGEO. VTM GROUP shall protect Confidential Information by using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of Confidential Information as VTM GROUP uses to protect its own confidential information of a like nature. At a minimum, VTM GROUP shall limit disclosure of Confidential Information to VTM GROUP's employees who: (a) have a need to know such information; (b) have agreed to be bound by non-disclosure terms at least as comprehensive as those set forth herein; and (c) have agreed to be bound by terms that provide VTM GROUP all rights necessary to provide OSGEO the rights set forth under Section 5 hereof. The obligations under this section shall survive the expiration or termination of this Agreement. Each party will promptly notify the other party if it becomes aware of any unauthorized disclosure or use of the other party's Confidential Information, and such party will cooperate with the other in every reasonable way to assist the other party in regaining possession of the other party's Confidential Information and to prevent its further unauthorized disclosure or use.

Term of Confidentiality. Confidential Information shall remain confidential until it becomes: (a) rightfully in the public domain other than by breach of a duty to OSGEO; or (b) rightfully received from a third party without any limitation on disclosure; or (c) rightfully known to VTM GROUP without any limitation on disclosure prior to its receipt from OSGEO or (d) independently developed by VTM GROUP's employees who have not had access to the Confidential Information, or guidance from those who have had access; or (e) generally made available to third parties by OSGEO without restriction on disclosure.

Return or Destruction of Confidential Information. Unless otherwise approved in writing by OSGEO, all Confidential Information shall be returned to OSGEO or destroyed with a certificate of destruction submitted to OSGEO upon the expiration or termination of this Agreement.

#### **5. Ownership of Creative Work.**

The parties agree and acknowledge that OSGEO will be the owner of all original creative work prepared, developed, or originated by VTM GROUP at OSGEO instance and expense during the

course of performing the Services under this Agreement and delivered to the OSGEO (collectively, the “Creative Work”). VTM GROUP specifically retains title and copyright in all other materials and documents previously published or authored by or for it. VTM GROUP agrees to cooperate with OSGEO to execute all documents reasonably necessary for OSGEO to secure the copyright for the “Creative Work.” Creative Work shall not include (without limitation) databases, macros, automated reports, etc. (collectively, “Tools”) which VTM GROUP may create without charge to OSGEO but used by VTM GROUP in support of OSGEO, or Tools and patentable processes or products developed by VTM GROUP as a Member of OSGEO or otherwise for its own accord, provided, however, that VTM GROUP shall, and hereby does, grant to OSGEO, its successors and assigns a fully paid, non-exclusive, perpetual worldwide license in all copyrights, all patent rights, all trade secret rights, all trademark rights, and all other proprietary rights in and to such Tools during the term of this Agreement. Said license shall be non-assignable by OSGEO and OSGEO shall not be entitled to allow any third party vendor, agent or Member to present or reproduce said Tools without the express written permission of VTM GROUP.

## **6. Termination.**

The term of this Agreement may be terminated as follows:

- (a) Either party may terminate this Agreement without cause upon ninety (90) days’ written notice to the other party.
- (b) Either party may terminate this Agreement upon written notice of material breach of this Agreement if the breaching party fails to (a) remedy such breach within twenty (20) days after written notice, thereof, or (b) commence in good faith and diligently pursue completion of a remedy if more than twenty (20) days is reasonably required to remedy such breach.
- (c) Either party may terminate this Agreement immediately upon written notice if the other party is prohibited by any Legal Requirement or prevented by any judicial or other governmental order from performing any obligation under this Agreement.
- (d) Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, or generally fails to pay, or admits in writing its inability to pay its debts as they mature, or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for the other party or for a substantial part of the property of the other party, or makes a general assignment for the benefit of creditors, or in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for the other party or for a substantial part of the property of the other party, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the other party, or any warrant of attachment or similar legal process is issued against any substantial part of the property of the other party.

In the event of any termination of this Agreement, OSGEO shall pay to VTM GROUP, within thirty (30) days of the date the Agreement terminates, all amounts then owing to VTM GROUP pursuant to the terms hereof up to and including all work performed, and pre-approved financial or other contractual obligations incurred by VTM GROUP on behalf of OSGEO, hereunder as of the date of termination. To the extent that any of the aforementioned financial or contractual obligations are



neither cancellable by VTM GROUP nor assignable to OSGEO, OSGEO shall reimburse and hold VTM GROUP harmless from the same.

There shall be no charges for termination of orders for services not yet provided except that OSGEO will be responsible for any expenses already reasonably incurred by VTM GROUP in anticipation of providing such services. OSGEO will be responsible for payment of authorized services and associated expenses already provided by VTM GROUP but not yet invoiced.

**7. Nonsolicitation.**

During the term of this Agreement and for a period of twelve (12) months after termination hereof, OSGEO and VTM GROUP each agree not to (i) solicit, approach or appeal to any individual who currently is, or during the term of this Agreement was, an employee, consultant or contractor, to leave the employ of the other; (ii) employ or otherwise engage an employee or contractor of the other; or (iii) induce or attempt to induce any member, supplier, licensee or other business relation of the other to cease such relationship

**8. Indemnification.**

(a) OSGEO agrees that (i) except in the case of VTM GROUP's negligence or willful misconduct, VTM GROUP will have no liability under this Agreement for indirect, incidental or consequential damages, including without limitation, lost profits, and (ii) except in the case of personal injury, death or damage to real or personal property, fraud or willful misconduct, the amount of any VTM GROUP liability hereunder shall be limited in any case to the greater of (1) the proceeds of insurance payable on behalf of VTM GROUP or (2) the total of the entire project fee receive by VTM GROUP from OSGEO hereunder.

(b) Each party agrees to defend, indemnify and hold the other party and its employees, consultants and agents harmless from and against any loss, cost or expense (including reasonable attorneys' fees) which the indemnified party may sustain or incur as a result of any claim, suit or proceeding made, brought, or threatened against the indemnified party arising out of or relating to (i) any false or misleading information materials or reports supplied by the indemnifying party; (ii) any materials supplied by the indemnifying party which are alleged to infringe the copyright, trademark or other proprietary right owned or controlled by any third party; (iii) the failure of the indemnifying party or any of its employees, contractors, or other representatives to comply with any Legal Requirement applicable to that party; (iv) any negligent, reckless or willful act, error or omission by the indemnifying party, or any of its employees, contractors or other representatives; and (v) any breach or misrepresentation by the indemnifying party of this Agreement.

**9. Governing Law/Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to the conflict of the law principles thereof.

**10. No Assignment.**

Neither party may assign any of its rights or obligations under this Agreement without the written consent of the other, which shall not be unreasonably withheld. Any attempt at assignment without written consent shall be null and void.

**11. Arbitration.** Any controversy, claim or dispute arising out of or related to this Agreement will be settled by arbitration pursuant to ORS 36.300 to 36.365 and the Oregon Rules of Civil Procedure. The arbitration will be conducted in Portland, Oregon before a single arbitrator agreed upon by the parties. If the parties are unable to agree upon a single arbitrator, the arbitration will be conducted by a panel of three arbitrators, with each party selecting one arbitrator and the two selected arbitrators selecting a third. The parties will keep all facts and other information relating to the arbitration confidential to the fullest extent permitted by law. Any party may, without inconsistency with this Section 11, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the selection of the arbitrator(s) or the determination of the merits of the controversy, claim or dispute.

**12. Attorney's Fees.**

In the event of any dispute arising out of or relating to this Agreement, including (without limitation) any proceeding brought under the United States Bankruptcy Code, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees, and other costs incurred in any action or proceeding brought to interpret or enforce this Agreement, and on appeal.

**13. Compliance with Laws and Rules.**

Each party will comply with all applicable federal, state, local, municipal, administrative, foreign and international treaties, statutes, laws, rules, regulations, ordinances, orders and constitutions (collectively, "**Legal Requirements**") in the course of performing its obligations under this Agreement. VTM GROUP represents and warrants to OSGEO that it is in compliance with Executive Order 11246 and implements Equal Opportunity regulations and the Immigration Act of 1987, if applicable.

**14. Retention and Audits.**

VTM GROUP will maintain complete and accurate records of the services performed under this Agreement for a period of seven (7) years after the completion of these services. Records relating to the performance of this Agreement shall be made available to OSGEO upon reasonable notice.

**15. Severability.**

If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

**16. Entire Agreement, Amendment.**

This Agreement, together with the Schedules attached hereto (which are incorporated herein by this reference), constitute the entire understanding between OSGEO and VTM GROUP, supersede any and all prior or contemporaneous agreements and contracts, written or oral, entered into between OSGEO and VTM GROUP with regard to the subject matter hereof, and may be modified only in a writing executed by both parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect or in any way limit any other provision hereof.



**17. Disclaimer of Unstated Warranties.**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**18. Force Majeure.**

The obligations set out in this Agreement will be inapplicable or suspended if their implementation is becoming impossible, inadvisable or impractical because of an event of force majeure such as in particular: Flood, fire, earthquake and other natural disasters, as well as war, threat of war, civil war, military acts, terrorism, acts of or actions of the government, curtailment of travel and other circumstances which are beyond the control of the parties such as strikes, social conflicts and riots. The party willing to invoke an event of force majeure shall notify the other party in writing without delay (i) that an event of force majeure has occurred preventing it from carrying out all of its obligations under the Agreement, and (ii) the beginning and end of such event. Both parties undertake to prevent or reduce the consequences of a non-fulfillment of the contract due to an event of force majeure. Termination of projects in progress under this provision shall be charged a pro-rated portion of the total to be billed. OSGEO will be responsible for payment of authorized services and associated expenses already provided by VTM GROUP but not yet invoiced.

**19. Notices.**

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent to the other party at the address set forth below, or such new address as may from time to time be designated in writing by a party hereto. All exchanges of information under this Agreement and any notice to be given under this Agreement shall be transmitted in a manner that assures receipt within two (2) business days of transmission. Except as otherwise set forth herein, notices shall be deemed given on the date of mailing or facsimile transmittal (with confirmation of receipt) and the date of notice shall be the date of mailing or facsimile transmittal (with confirmation of receipt ).

If to VTM GROUP:

Attn: Reen Presnell  
VTM GROUP  
3885 SW 153<sup>rd</sup> Drive  
Beaverton, OR 97006  
Fax: 503-644-6708  
Email: rpresnell@vtmgroup.com

If to OSGEO:

Attn: Jeff McKenna  

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President, OSGeo Foundation  

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PO Box 446  
Lunenburg, NS, Canada  
B0J 2C0  
Phone: 902-529-1238  
Email: jmckenna@osgeo.org  


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ACCEPTED AND AGREED TO THIS 25th DAY OF OCTOBER, 2013.

VTM GROUP

OSGEO

By:  \_\_\_\_\_

  
By: \_\_\_\_\_

Name: Reu Pasnik \_\_\_\_\_

Name: Jeff McKenna \_\_\_\_\_

Title: President \_\_\_\_\_

Title: President \_\_\_\_\_



Schedule A



VTM GROUP  
**Statement of Work**

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Version 1.0  
October 25, 2013

## EVENT MANAGEMENT SERVICES FOR OSGEO'S FOSS4G Event

Services to be performed and results to be achieved:

This proposal is for the event management and logistical execution of the FOSS4G Annual Meeting. It is understood that this event will include 3 conference days, 2 days of workshops, and 1 day hackathon event. It will be located in Portland, Oregon September 8-14, 2013. This event will also include an evening offsite reception. 4

Period of consultancy:

Start date: October 1, 2013

End date: October 31, 2014

Travel/Incidentals:

Consultant will be reimbursed for travel/incidentals that have been pre-approved in writing by OSGEO.

Financials:

VTM will establish dedicated/segregated/sub account for FOSS4G funds and use as directed by PDX LOC after receiving seed funds from OSGeo

- Receive and pay invoices
- Reconcile bank statements
- Submit reports to the treasurer
- Be responsible for the physical and electronic management and safeguard of all funds sent to it by OSGeo

Pre-Event Coordination

- Act as Event Contracting Agent
  - As directed by the FOSS4G Local Organizing Committee, contract as necessary to deliver the services required to ensure overall professionalism and success of the conference. All contracts signed will be signed on behalf of OSGeo, after review by FOSS4G Local Organizing Committee member(s).
- Hotel search for sleeping room block(s)
- Facility contract negotiations for Oregon Convention Center and sleeping room hotel(s)
  - Negotiate hotel room rates, conference room selection and rates, risk reduction clauses, food and beverage selection and costs, audio visual/technical selection

and rates, transportation rates/parking etc.

- Prepare detailed conference budgets and maintain budget control during the entire planning process. Budget tracking and actuals will be updated and reported to FOSS4G Local Organizing Committee throughout the event
- Work with hotel on special needs, staff rooming list (and guest and speaker guestroom accommodations as necessary), VIP management, room block audits, overall room block management
- Pre-event venue coordination (meeting and guest rooms, space planning, vendor selection and management)
- Selection and coordination of food & beverage activities according to event specification, registration numbers, and budget
  - Work with venue to design menus that fit event budget and theme
  - Ensure that all known dietary restrictions have been addressed
  - Manage registration numbers to coordinate the final food and beverage order
- Monitor contractual adherence (guestroom and food & beverage minimums; reduce room block & expected attendance as allowed per contract)
- Coordination of equipment rentals including: audio visual equipment, computer/technical equipment, staging, internet and power needs, phone lines
- Ensure venue has the infrastructure to meet FOSS4G's internet connectivity needs and work with the service providers closely to confirm that the bandwidth meets the contracted obligations
- Shipping coordination (if needed)
- Create Plan of Events & pre-event walk through documents
- Work with group to select and order any giveaway/promotional items
- Ensure completion and printing of all necessary documents. Includes, but is not limited to: attendee packets, staff packets, welcome letters, name badges, meeting agendas, onsite registrations forms, and surveys
- Coordinate and print event needed collateral, including but not limited to:
  - Event signage (agenda sign, sponsorship signs, directional signs, branded registration booths, etc)



- Provide additional support for speakers before the event, such as: rehearsal time on stage, welcome letters, collection of last minute agreements and forms, distribution of gifts, and additional assistance with travel coordination

#### Sponsorship Support

- Negotiate and track final agreements with sponsors/exhibitors
- Management of exhibitor manual
- Management of exhibits to include: space planning, all collateral arrangements, and AV needs
- Coordinate all aspects of delivery of the promised benefits to the sponsors/exhibitors to include, but not limited to:
  - Signage
  - Logo placement
  - Speaker engagements
  - Collateral management/printing
  - Demo and/or exhibit coordination

#### Program Development

- Help develop a dynamic meeting program and agenda for the FOSS4G Annual Meeting
  - Ensure smooth transitions between briefings, encourage attendee interaction and help with attendee retention throughout the day
- Coordinate speakers and track all progress of content development and speaker deliverables
- Advise committee about meeting space flow and session placement

#### Registration Management

- Develop all registration procedures and questions used to create a professional, efficient and comprehensive online registration website
- Collect registration fees from attendees, provide detailed payment tracking reports to

the committee, and follow-up with attendees needing refunds or special requests per established cancellation policies

- Restrict unauthorized registrants if required (pre-event & on-site)
- Monitor and report the current registration status on a regular basis
- Manage and track all attendee requirements for registration including Non-Disclosure Agreements (NDAs), membership agreements, and speaker agreements
- Work as a direct liaison to the participants, both over the phone or through email to answer attendee questions, track participants, and work to accommodate special needs
- Provide Visa/Invitation letter services for international attendees needing to acquire a business visa in order to attend the meeting

#### On-site Logistics

- Conduct all preconference meetings with the venue, vendors, and any offsite facilities as needed, and check the inbound shipment (if applicable)
- Work with the venue and vendors to set-up all rooms as early as possible
- Oversee all aspects of the on-site event and ensure proper service by the facility and vendors. This includes:
  - Management of room set ups (ongoing adjustments or changes implemented as appropriate), management of any onsite changes to the food and beverage order, monitoring adherence to safety codes, etc. Review/approve daily banquet checks to ensure all services are accurate and expedite post-event billing
- Coordinate and manage all support staff including volunteers (as needed)
- Ensure distribution of all collateral materials and signage placement for best flow
- Manage all AV & vendors and coordinate equipment onsite to ensure the design, look and feel is as planned
- Oversee all onsite registration and payments throughout the event
- Coordinate all speakers and VIPs onsite
- Supervise teardown and assist in all packing and outbound shipping procedures
- Conduct post conference meetings with the venue, vendors, and any offsite facilities as needed

## Reception Coordination

- Follow the same venue selection/contract negotiation process as stated above
- Work to establish the budget and maintain budget control of the reception. Budget tracking and actuals will be updated and reported to FOSS4G Local Organizing Committee throughout the event
- Provide all pre-event facility coordination (meeting rooms, audio visual needs, equipment rental, entertainment management)
- Coordinate event insurance requirements
- Work with the onsite catering vendor to select and organize food and beverage activities according to event specification and budget
- Manage the registration numbers to coordinate the food and beverage order
- Provide all necessary registration services (creation and distribution of the invitation, pre-event registration, attendee management, fee collection, name badge printing, etc)
- Act as the participant liaison (answer attendee questions, participant tracking, distribute event information packet via email, provide area maps, and transportation coordination)
- While onsite, oversee all aspects of the event and ensure proper service by the facility and all vendors
- Post-Event wrap-up to include: diligent review of all vendor invoices, timely and accurate payment for services/products received, and provide detailed cash flow reporting and attendee summary information to FOSS4G

## Post Event Coordination

- Diligently review all vendor invoices and cross-check contracts to ensure FOSS4G pays only for what was contracted/received
- Facilitate timely and accurate payment for services/products received.
- Provide detailed cash flow reporting to FOSS4G Local Organizing Committee and OSGeo
- Coordinate post event refunds/receipts per established cancellation policies
- Compilation of attendee and sponsorship summary and survey results sent to FOSS4G Local Organizing Committee

2 Day Workshop & 1 Day Hackathon



- Work with venue to select and coordinate food & beverage activities according to event specification, registration numbers, and budget
- Coordination of audio visual/technical selection and rates per group's needs

#### On-site Logistics

- Conduct all preconference meetings with the venue, vendors, and any offsite facilities as needed
- Work with the venue and vendors to set-up all rooms as early as possible
- Oversee all aspects of the on-site event and ensure proper service by the facility and vendors. This includes:
  - Management of room set ups (ongoing adjustments or changes implemented as appropriate), management of any onsite changes to the food and beverage order, monitoring adherence to safety codes, etc. Review/approve daily banquet checks to ensure all services are accurate and expedite post-event billing
- Coordinate and manage all support staff including volunteers (as needed)
- Ensure distribution of all collateral materials and signage placement for best flow
- Manage all AV & vendors and coordinate equipment onsite to ensure the design, look and feel is as planned
- Supervise teardown and assist in all packing and outbound shipping procedures
- Conduct post conference meetings with the venue, vendors, and any offsite facilities as needed

#### Post Event Coordination

- Diligently review all vendor invoices and cross-check contracts to ensure FOSS4G pays only for what was contracted/received

## EVENT MANAGEMENT COSTS

<p><b>EVENT MANAGEMENT &amp; SUPPORT SERVICES:</b></p> <ul style="list-style-type: none"><li>• 3 day Annual Meeting of Members - domestic event, 850+ attendees with 9 tracks, 2 workshop days, 1 day hackathon event</li><li>• Six onsite support staff for main conference days (3 days). 1 event manager for workshop and hack a thon events.</li></ul> <p><i>All items covered above</i></p>	<p><b>Per Event:</b></p> <p><b>\$54,880</b></p>
<p><b>OTHER:</b> VTM GROUP will submit bids and make prior arrangements for all other services and activities not covered above.</p>	<p><b>TBD</b></p>

**NOTE:** Above figures do not include incremental reimbursable expenses. Pre-approved categories of reimbursable expenses include necessary transportation and meals during such travel, communication fees, equipment rental, technician fees, copies, printing, postage, facility rental, food and beverage for OSGEO sponsored events, shipping, and other reasonable incidentals incurred in the performance of services for OSGEO hereunder.