



International Association for Public Participation

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December 28th, 2009

Ellen Ernst
President, AE Resource Group
11748 Carmel Creek Rd, #204
San Diego, CA USA 92130

Dear Ellen

Thank you for accepting the offer to work with IAP2 from January 1st 2010 until June 30th 2010. This is a contractual letter of appointment for this period.

SUMMARY

Effective January 1, 2010, you will operate as an independent contractor for IAP2. Your contract will be for a period of six months ending June 30th 2010.

You will be paid a flat monthly fee of \$4,500 USD that will be linked to key result areas to which you will be required to report to the Executive Director on a monthly basis. You will be required to produce a report before payment of fee will be approved.

As an independent contractor, you will not receive any benefits such as paid time off or medical/dental benefits. IAP2 will not withhold funds for income tax, medical or social security insurances or taxes. As an independent contractor, you are responsible for filing all appropriate taxations with the IRS.

You will be reimbursed for costs directly associated with undertaking your duties (eg phone, postage). Reimbursement requests are to be accompanied by receipts and included in your monthly account. It does not cover home office expenses (eg electricity, heating or cooling costs, installation or purchase of tools) to undertake the scope of service.

This letter and the accompanying schedule represents the entire agreement between you and IAP2. You will report to me directly.

I look forward to working with you in the role for the coming period. Please sign two copies and keep one for your own records.

Sincerely,

Moira Deslandes
Executive Director, IAP2

SCHEDULE

Association Management Agreement (the Agreement") made as of January 1st, 2010 by and between the International Association for Public Participation (IAP2), (the "Association") and Ellen Ernst AE Resource Group (AER).

The Association and AER wish to set forth the terms under which AER shall administer the Marketing and Communications and Learning & Professional Development components of the Association's operations.

1. SCOPE OF SERVICE dated 1/1/2010 describes the services offered, compensation, and reimbursement and is included as part of this Agreement.
2. TERM - The term of this agreement shall commence on the date first written above and end June 30th 2010.
 - 2.1 Cancellation for Cause - Either party may terminate this Agreement for material non-performance of this Agreement. The party claiming breach of a material provision shall provide written notice of the claimed breach to the other party, and the other party shall have thirty (30) days after receipt of said notice to cure the claimed breach. If the breach is not cured within said period, the party not in breach may at its option terminate this Agreement without further obligation, penalty or liability beyond completed work in progress to the date of termination.
 - 2.2 Cancellation without Cause - Either cancel this Agreement at any time by giving not less than thirty (30) days' notice in writing to the other party specifying the date of cancellation. Cancellation by either party hereunder shall not absolve Association of its obligation to pay AER all fees, expenses and compensation of any sort incurred up to the effective date of said cancellation.
3. AUTHORIZED AGENT - Association authorized AER to act on behalf of the Association as its agent for the performance of services contemplated by this Agreement, including but not limited to contracting with third parties on behalf of Association or taking any other action designed to benefit Association, its directors, officers and employees shall not be responsible for any claims made against or losses suffered by Association arising from activities undertaken in good faith and within scope of the authorized agency.
4. CONFIDENTIALITY - AER shall maintain all information provided to it by Association in confidence, and not release it or use such information or records of Association outside the ordinary course of business in managing the activities of Association without the consent of Association. This obligation shall survive the termination of this Agreement.
5. NOTICE - All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given three days after being deposited in the United States mails, first class, postage prepaid, addressed as set forth below, emails or when personally delivered.
6. GOVERNING LAW - This Agreement has been executed in Colorado and shall be interpreted according to the laws of Colorado.
7. MODIFICATION - This Agreement constitutes the entire agreement between the parties and may not be altered or amended unless by written agreement signed by both parties.

8. **SUCCESSORS AND ASSIGNS** - This Agreement shall be binding upon the parties hereto, their legal representatives, successors, and assigns and the parties do hereby covenant and agree that they, their legal representatives, successors and assigns will execute any and all papers or documents that may be required of them in accordance with this Agreement.
9. **ASSIGNMENT** - The rights and obligations of either party to this agreement may not be assigned without the written consent of the other party.

Scope of Services

This Scope of Service defines the relationship between the International Association for Public Participation (IAP2) and AER.

The scope of service is for some aspects of Communications and Marketing and some aspects of Learning and Professional Development.

The objectives for Communications and Marketing are to:

- To maintain, extend and enrich adequate systems and platforms for IAP2 to communicate effectively with its members and supporters (mailing list), including Web site, social networking site(s), newsletters and event notices
- To ensure that all communications are informative, engaging and delivered in a timely manner in alignment with strategic intentions of the Association
- To promote and extend the training market potential with a focus on existing and emerging markets

The tasks to achieve these objectives include:

- Ensure that the website and database platform is effectively providing information to members and has the capacity to take online bookings for IAP2 sponsored events and allied events (eg Chapter events)
- Provide and manage content and support volunteers to develop content for all communication channels
- Prepare and deliver content to all communication channels, newsletters and notices on a range of time intervals (eg some weekly, some monthly, some annually)
- Work with IT support specialist(s) to respond to any problems in the operation of any of the communication channels including the website and its related components
- Work with other contractors by providing advice and information on potential innovations in products and services

The objectives for Learning and Development are to:

- provide, manage, market and administer IAP2's Certificate Training Program and Emotion, Outrage and Public Participation course
- grow IAP2's training business with existing products and services and successfully meet targets for enrolments for IAP2 sponsored training
- support the development of potential new training offerings
- to provide administrative and marketing support to all IAP2 International Events (eg webinars, virtual communities)

- provide information on trends and benchmarks to support with policy and marketing
- increase revenue
- centralize the training infrastructure systems and logistics chain of administrative services to enable a seamless product to the Association, trainers and learners alike
- to maintain online database and produce reports from that source as requested

The tasks to achieve these objectives include:

- Support, monitor and report on the policy environment around all training products and branding and trainer license compliance
- Develop and manage marketing and markets for training opportunities
- Identify and nurture new markets
- Manage and report on the evaluation of all training services
- Link with finance services and those responsible for certificate generation, distribution and invoicing
- Generate and distribute surveys to participants, provide reports to trainers, customers and Executive Director on request
- Working and reporting to agreed targets for outcomes and service levels

Reporting Structure and Fees

Unless otherwise indicated by the Executive Committee, AER will report directly to the Executive Director.

All activities included within this Scope of Services will be billed on a monthly basis. AER will track all activities on a detailed work log and will provide this information **with** monthly invoice to the Executive Director. Please provide this to moira@iap2.org by 5pm (US Mountain Time) on the last Tuesday of the month unless otherwise negotiated.

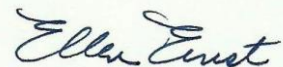
Any activities requested by Executive Director, Working Groups or the Board of Directors that are not outlined in this Scope of Service must be approved by the Executive Director.

IN WITNESS WHEREOF, the parties have executed this Agreement.



Moira Deslandes, Executive Director, IAP2

Date



Ellen Ernst, AE Resource Group

December 29, 2009