

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant MMGY Global, LLC	2. Registration Number 6492
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3. Primary Address of Registrant
7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal Department of Industry, Tourism and Trade on behalf of Northern Territory	5. Address of Foreign Principal Level 8 Charles Darwin Centre, 19 The Mall Darwin, NT AUSTRALIA 0800
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6. Country/Region Represented
AUSTRALIA

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| ☐ Partnership | ☐ Committee |
| ☐ Corporation | ☐ Voluntary group |
| ☐ Association | ☐ Other (<i>specify</i>) _____ |
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Tourism
- b) Name and title of official(s) with whom registrant engages
Scott Lovett - Deputy Chief Executive

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/12/2026

Misti Borchers

Sign

/s/Misti Borchers

Sign

Sign

Sign

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

8/12/2026

Misti Borchers



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MMGY Global, LLC

2. Registration Number

6492

3. Name of Foreign Principal

Department of Industry, Tourism and Trade on behalf of Northern Territory

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/23/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide trade representation services, including consumer marketing, trade marketing, social media and public relations. All efforts are aimed at raising awareness of the Northern Territory and promoting it as a destination for tourism.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to above.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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-
12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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-
13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/12/2026Misti BorchersSign/s/Misti BorchersSignSignSign

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

8/12/2026

Misti Borchers



Northern Territory Government – Conditions of Contract – Contract for Services – International Services (Attachment A)

NTG24-0025 – Provision of Tourism
Representation Services for Tourism NT in
The Americas for a Period of 36 Months



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Northern Territory Government – Conditions of Contract – Contract for Services – International Services
(Attachment A)

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Northern Territory Government - Conditions of Contract - Contract for Services - International Services
(Attachment A)

DETAILS

PARTIES

Department of Industry, Tourism and Trade on behalf of Northern Territory of (), of Level 8, Charles Darwin Centre, 19 The Mall, DARWIN NT 0800 ("Principal")

AND

Myriad International Marketing, LLC () ("Contractor")

BACKGROUND

- A. The Principal issued a Request for Tender which invited tenders for the Provision of International Services for a Period of twelve (36) months.
- B. The Principal wishes to engage the Contractor to supply the services pursuant to this Contract for Services.

AGREED TERMS

1. Scope of Contract

Upon signing of this Contract by both the Contractor and the Principal, the Contractor will be engaged to provide the Services in accordance with the Contract.

2. Interpretation of Terms

In these Conditions of Contract, unless the context otherwise requires:

'Agency' means a department, agency or statutory authority of the Northern Territory of Australia.

'Annexure' means the annexure to the RFT detailing the specific requirements applicable to the Conditions of Tendering and Contract.

'Business Day' means any day which is not a Saturday, Sunday or a NT wide public holiday within the meaning of the *Public Holidays Act 1981* (NT).

'Business Hours' means from 8.00am to 5.00pm on a Business Day at the place where the Services are to be provided.

'Commercial Details of Contract' means the commercial details set out in Schedule 1.

'Completion' means the Principal has determined that the performance of the Services has reached the stage where the Services are complete.

'Contract' means the document that constitutes or evidences or, as the case may be all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor concerning the performance of the Services.

'Contract Material' means all material brought into existence by or on behalf of the Contractor for the purpose of this Contract and all material incorporated into a deliverable under this Contract, but excludes copies of internal working papers retained by the Contractor for record keeping purposes.

Northern Territory Government – Conditions of Contract – Contract for Services – International Services
(Attachment A)

'Contractor' means the legal entity that, as party to the Contract is bound to perform the Services in accordance with the Contract and includes the successors and lawful assigns of the Contractor.

'Contractor's Tender' means the Tender submitted by the Contractor to the Principal in response to the RFT.

'Exchange Rate' means the international currency exchange rate of the day as advised by the Northern Territory Government banker.

'Fixed Scheduled Services' means a procurement Contract subject to specified terms and conditions where the Principal is obliged to accept and the Contractor has agreed to provide the Services according to the timetable or program set out in the Contract.

'Intellectual Property' includes all copyright and neighbouring rights, and all rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

'Key Performance Indicators' means the key performance indicators set out in the Contractor's Operational Plan and Activity Plan approved by the Principal.

'Key Personnel' means employees or subcontractors of the Contractor set out in Schedule 3.

'Official Order' means an order issued on the Contractor, whether on paper or by electronic means, which conveys the essential details of a particular service requirement under the Contract and includes any methods of ordering the Services specifically, referred to in the Contract.

'Ordering Officer' means any person within the Agency authorised to order particular Services or to issue a Notice of Stage under the Contract.

'Principal' means the Northern Territory of Australia through Department of Industry, Tourism and Trade.

'Principal's Representative' means the person nominated by the Principal or other person from time to time appointed in writing by the Principal to act as the Principal's Representative for the purposes of the Contract.

'Rate' means the rate (price) for any section or item of the Services specified in Schedule 4.

'Request for Tender (RFT)' means the document(s) containing or referring to the Conditions of Tendering and Contract, the Annexure, Special Conditions of Contract (if any), Scope of Services, Response Schedules and any other document issued for the purposes of inviting Tenders for the Services.

'Schedule' means a schedule to this Contract.

'Schedule of Rates' means any schedule included in the Contract which, in respect of any section or item of the Services to be carried out, shows the respective unit Rate of payment for performance of that Service, including the performance of Services during a particular Stage.

'Scope of Services' means the statement set out in the Contract or Official Order specifying and describing the Services to be provided during the term of the Contract, including the extent of Services supplied during a particular Stage.

'Services' means the services described and quantified in Schedule 2, that are to be performed by the Contractor in accordance with the relevant Notice of Stage and the Contract, including all variations provided for by the Contract.

'sub-contractor' means a person other than the Contractor's employee, engaged by the Contractor who provides goods or services to the Contractor.

'Tourism NT Images' means the images, whether artworks, photographs or designs, developed and owned, or licensed to Tourism NT for use in marketing of the Northern Territory, its products, activities and resources.

'Tourism NT Image Gallery' means the internet website containing the Tourism NT Images and the Tourism NT Logos.

Northern Territory Government – Conditions of Contract – Contract for Services – International Services
(Attachment A)

'Tourism NT Logos' means the logos developed and owned, or licensed to Tourism NT for application, use and marketing of specific brands.

In the Contract, unless the contrary intention appears:

- a) headings are for the purpose of convenient reference only and shall not be used in the interpretation of these conditions;
- b) the singular includes the plural and vice-versa;
- c) a reference to one gender includes the other;
- d) a reference to a person is a reference to a natural or artificial person, including a body politic, body corporate, a partnership, joint venture (whether incorporated or unincorporated), an incorporated association, a government instrumentality, local government authority or an agency;
- e) a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract;
- f) if the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day, the action shall be done no later than the end of the next Business Day;
- g) a reference to time is to Australian Central Standard Time;
- h) a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- i) a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
- j) a reference to a "measurement" means Australian legal units of measurement unless otherwise specified;
- k) a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the date of the Notice of Acceptance and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- l) the word 'includes' in any form is not a word of limitation;
- m) a reference to a clause includes a reference to a subclause of that clause; and
- n) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure.

3. Formation of Contract

The Contract between the Principal and the Contractor shall comprise:

- a) these Conditions of Contract and any Special Conditions;
- b) the Notice of Acceptance;
- c) the RFT;
- d) the Contractor's Tender response; and
- e) any other document expressly referred to in items (a) to (c) of this clause as forming part of the contract (together the Contract).

Northern Territory Government – Conditions of Contract – Contract for Services – International Services
(Attachment A)

If there is any inconsistency between any part of the Contract, a descending order of precedence shall be accorded to the;

- a) Special Conditions (if any);
- b) these Conditions of Contract;
- c) a Schedule to these Conditions of Contract;
- d) any other document expressly referred to in items (a) to (c) inclusive of this clause as forming part of the Contract;
- e) Conditions of Tendering and all other documents, other than those specified above in (a) to (d) inclusive, forming the RFT or the Contract (other than the Contractor's Tender); and
- f) the Contractor's Tender response;

so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

4. Nature of Contract

4.1. Type of Contract

The type of Contract is specified in Schedule 1 - Commercial Details of Contract.

4.2. Basis of Payment

The basis for payment will be stated in an Official Order issued for particular Services under the Contract.

Where the contract is deemed to be on a Fixed Scheduled Services basis, the sum payable shall be, subject to any adjustment made pursuant to the Contract, the monthly measured quantity of each item of the Services performed at the rate set out in the Schedule of Rates.

4.3. Period of Contract

The Contract is a Period Contract. The initial period of the Contract is the twenty-four (24) months. The Contract shall commence in accordance with the nomination in Item 3 of Schedule 1 – Commercial Details of Contract.

4.4. Contract Extension

The Principal has the right to extend the Contract for any further period(s) of twelve months, up to a maximum of three further extensions. There is no obligation on the Principal to extend the Contract.

An extension to the Contract is not valid until the Principal gives the Contractor the opportunity to submit revised rates and the Principal agrees to any revised rates and notifies the Contractor in writing that the Contract is extended.

4.5. Estimated Quantities

The estimated quantities required are shown in the pricing schedule contained in the Response Schedules. Although every endeavour has been made to form an accurate estimate of the Services required during any Stage under the Contract, the Principal does not bind itself to take the quantities stated, but reserves the right to order greater or lesser of the quantities according to requirements during that time.

If in the opinion of the Principal, specific requirements of the Agency are outside the scope and intent of the Contract, the Principal shall be free to obtain the requirements or any part of them by other means.

4.6. Service Rates

Calculated on a monthly basis, all Rates set out in this Contract are:

1. Inclusive of:
 - a) all local tax;
 - b) insurance requirements (i.e. employment protection, public liability and other insurance required for the countries where the Services will be carried out);
 - c) vehicle and/or transport and parking related to/from work and outside of approved travel charges;
 - d) office space (i.e. rent, fees associated with the lease where not provided by the Principal);
 - e) all office equipment, provisions and associated costs, (i.e. computers (tablet, lap top), printers, projectors, photographic equipment, telecommunication line/call costs including mobile phones, telephone equipment, subscription costs for services i.e. SKYPE subscription, line rental, handsets, mobile telephones], water coolers, tea and coffee, stationery, etc);
 - f) preparation and delivery of media releases and associated costs of reporting of NT related media coverage;
 - g) translation services; and
 - h) provision of required reports;
2. Exclusive of:
 - a) collateral distribution and storage costs;
 - b) travel costs (pre-approved travel);
 - c) courier costs;
 - d) bank charges; and
 - e) any expenses related to services (or any part of them) delivered from offices provided to the Contractor in accordance with a Destination Australia Partnership (DAP) Agreement.

The Contractor must within 90 days of incurring a reimbursable expense provide the Principal with an itemised invoice for the reimbursable expenses (including, where those reimbursable expenses are included on such other invoice given to the Principal under this Contract).

4.7. Logistics, communication and travel

The Contractor must maintain regular communications with the Principal, including the Contract Manager and any other representative nominated by the Principal for specific communications purposes, and in accordance with any scheduled communications specified by the Principal's Marketing Communications Team.

The Principal will request the personal attendance of the Contractor at any meeting the Contractor is required to participate in. Alternative means of personal attendance at meetings may be preferred, and where the Principal and Contractor agree on a suitable digital/electronic service the Principal and Contractor may conduct meetings by video or audio communications.

If the Contractor or an employee, sub-contractor or agent is required to travel for the purpose of providing the Services under this Contract, the Contractor must obtain:

- a) a minimum of 3 quotations for air fares to the relevant destination(s);
- b) a minimum of 3 quotations for any accommodation required in association with the travel; and

Northern Territory Government – Conditions of Contract – Contract for Services – International Services
(Attachment A)

- c) the Principal's written approval of the travel and consent to incur any reimbursable costs associated with the travel as identified in the quotations

If the Contractor has obtained the Principal's prior written approval for travel then the following costs incurred by the Contractor may be claimed as reimbursable expenses from the Principal in an invoice issued by the Contractor in accordance with clause 28.1:

- a) economy class airfares;
- b) rail fares;
- c) car hire; and
- d) accommodation (up to 4 star rating).

The Contractor, the Contractor's employees, sub-contractors and agents shall not be entitled to claim reimbursement of the costs incurred for travel where the Principal's written approval was not obtained prior to the commencement of the travel.

The Principal may on request of the Contractor arrange flights for the Contractor, its employees, sub-contractor or agents for approved travel, and pay the costs to the provider, in which case the Contractor will not be entitled to claim reimbursement of those costs.

4.8. Price Adjustment

The basis of price adjustment if any, to the Rates shall be as stated in Schedule 1 – Commercial Conditions of Contract.

If the Contract allows a review of the Rates during the Contract period the Contractor shall submit to the Principal for approval, a written application for price adjustment in accordance with the formula below. The application shall include adequate information to substantiate the adjustment in Rates.

It is the intention that revised Rates shall reflect the Contractor's current costs based on relevant cost adjustment indices or other industry factors and shall not provide for increases in profit margin.

Price adjustment shall take effect at either the date allowed for in the Contract or the Contractor's application date, whichever is the latter. There shall be no retrospective adjustment of the Rates.

Pending notification in writing from the Principal of approval of an amendment to the Rates, claims for payment shall be submitted at the existing Rate.

Price Adjustment will be on the following basis:

- a) Rates for each Stage shall be firm for the first twelve (12) months and thereafter subject to price adjustment.
- b) The adjustment shall be undertaken at either the date allowed for in the Contract or the Contractor's application date, whichever is the latter. Adjustment shall apply until the next adjustment date.
- c) The relevant statistics used for the calculation of price adjustment shall be drawn from the most recent Government Statistical Office Publication of the Country where Contractor is based.

P_n Is the New Price, expressed as \$\$. Calculate New Price by applying the formula set out below to the Base Price.

P_b Is the Base Price, expressed as \$\$. This is the price accepted by the Principal as the initial rate or sum.

M_c Is the price component subject to price adjustment and shall be 0.90 (90%).

F_c Is the price component not subject to price adjustment and shall be 0.10 (10%).

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Mn Is the New CPI General Index applicable at the adjustment date.

Mb Is the Base CPI General Index and for this Contract shall be the index effective at closing for this tender.

$$P_n = P_b \times ((M_c \times (M_n/M_b)) + F_c)$$

Note: "x" means "multiply" & "/" means "divide" by the value following the symbol; calculations in the internal brackets to be performed first.

4.9. Currency for payments

The Contractor will receive payments in the currency specified in each Schedule of Rates, irrespective of the location the Services are performed in.

4.10. Financial accountabilities

The Contractor shall account to the Principal for the entire regional budget applicable to this Contract on an itemised income and expenditure basis.

The Contractor shall comply with the Principal's cash flow process and procedures as advised by the Contract Manager from time to time.

The Principal shall be responsible for and bear the risk associated with fluctuations in the Exchange Rate when a payment is made in accordance with specific Rates applied under this Contract.

4.11. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the Northern Territory of Australia.

The Contractor is responsible for ensuring that, in carrying out the Services, it complies with all laws in the countries where it operates.

5. Entire Agreement

The Contract formed between the parties for the supply of the Services constitutes the entire agreement between the parties and supersedes any previous agreements or understandings.

6. General Obligations of the Parties

Both the Principal and the Contractor will, at all times:

- a) act reasonably in performing their obligations and exercising their rights under the Contract;
- b) diligently perform their respective obligations under this Contract; and
- c) work together in a collaborative manner.

7. Principal's Responsibilities and Obligations

The Principal shall give or cause to be given to the Contractor timely instructions, decisions and information sufficient to define the requirements of the Services.

7.1. Principal's Representative

The Principal's Representative shall exercise the duties discretions and powers vested in the Principal under the Contract except this power of appointment.

The Principal's Representative is nominated in Schedule 1 – Commercial Details of Contract.

7.2. Contract Manager

For the purpose of exercising some of the powers, duties, discretions and authorities, vested in him on behalf of the Principal, the Principal's Representative may from time to time appoint a representative ('**Contract Manager**'). The initial Contract Manager will be specified in Schedule 1 – Commercial Details of Contract, and the Principal will notify the Contractor of any subsequent appointment by email.

The Contract Manager will be the first point of contact for all matters under the Contract.

The Contractor shall recognise and accept notices from the Contract Manager as if the Principal's Representative issued such. Any reference to the Principal within these conditions shall be deemed to be a reference to the Contract Manager so far as it concerns the exercise of the Contract Manager's powers by virtue of his appointment.

8. Supply of Services

8.1. Official Orders

The Contractor shall fulfil all Official Orders for particular Services placed by the Ordering Officer during the currency of the Contract.

8.2. Authorisation and Procedures

The Contractor is required to identify and collaborate with the Principal in relation to each consumer protection law relevant to Contractor's in market activity.

The Contractor must provide an estimate and obtain the Principal's prior approval for any expenditure by the Contractor in addition to any expenditure permitted under a condition of Contract and specified in a Schedule of Rates.

The Contractor must obtain the prior approval of the Principal for all campaign, activities and events using a form approved by the Contract Manager, and such approval must be received by the Contractor prior to commencement such campaign, activities or events.

The Contractor must allow the Principal sufficient time to consider a request submitted by the Contractor for the purpose of advice or approval for activities. The Principal requires not less than 10 days, and where a longer period is required, the Principal in its absolute discretion will determine the period required, and will as soon as reasonably practicable inform the Contractor of the period to be allowed.

9. Directions

The Contractor shall comply with any direction either orally or in writing issued, given or served upon them by the Principal. Any direction given orally shall, as soon as practicable after it is given, be confirmed in writing.

For the purposes of this clause the word "direction" includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue pursuant to the

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provisions of the Contract, including where the Contract Manager or Ordering Officer make, give or issue such direction for and on behalf of the Principal as permitted under this Contract.

10. Contractor's Responsibilities and Obligations

The Contractor warrants that:

- a) the Services shall be fit for purpose and carried out in accordance with the requirements of the Contract and with all due care and skill and in accordance with appropriate standards, principles and practices;
- b) in addition to complying with the other provisions of this Contract the Contractor shall comply with all statements or representations as to its performance or the provision of the Services contained in the Tender;
- c) the Services shall be carried out by the Key Personnel set out in each Table of Key Personnel contained in Schedule 3 and no additional charge will be claimed where a member of the Key Personnel is replaced;
- d) it shall provide such further information in relation to the provision of the Services as reasonably required by the Principal;
- e) the information contained in the Tender as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and the Contractor's employees and sub-contractors is correct;
- f) it has established and will comply with and maintain during the Contract, the Performance Plan arrangements set out in the Contract;
- g) it will maintain all certificates, licences, authorisations required to perform the Services in the country they will be performed;
- h) it is responsible for any monies paid in advance by the Principal including providing details of acquittal; and
- i) it will only replace Key Personnel with personnel having substantially the same qualifications, level of experience and capability as a member of the Key Personnel agreed to by the Principal, and the appointment of any replacement member of the Key Personnel will be subject to the agreement of the Principal, and confirmed by the written consent of the Principal.

The Contractor shall, unless the Contract otherwise provides, supply at its own cost and expense everything necessary for the proper completion of the Services and the proper performance of its obligations under the Contract.

The Contractor shall observe and comply with requirements of all Acts of the Commonwealth of Australia Acts of the Northern Territory, and with the requirements of all regulations, by-laws, orders or subordinate legislation made or issued under any such Act, the Northern Territory Procurement Code and with the lawful requirements of any relevant authority, regulator or standard setting entity as shall be in force in the place affecting or applicable to the Services or the execution of the Services.

11. Contractor's Representative

The Contractor shall appoint a representative ('**Contractor's Representative**') to be the first point of contact with the Principal. The Contractor's Representative shall be nominated to the Principal in writing.

Any direction given to the Contractor's Representative shall be deemed to be a direction issued to or served upon the Contractor.

Matters within the knowledge of the Contractor's Representative shall be deemed to be within the knowledge of the Contractor.

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The Contractor or its representative shall have sufficient command of the English language to be able to read, converse and receive instructions in English.

The Contractor may, with the prior written approval of the Principal, cancel the appointment and shall nominate another Contractor's Representative.

12. Replacement of Contractor's Personnel

Where a member of the Key Personnel identified in Schedule 3 is or will become unable or unwilling to engage in the provision of the Services ("Outgoing Key Personnel"), the Supplier must as soon as practicable notify Tourism NT, including by:

- a) nominating a person of substantially the same qualifications, level of experience and capability to replace the Outgoing Key Personnel (the "Replacement Key Personnel"); and
- b) seeking the consent of Tourism NT to the appointment of the Replacement Key Personnel.

Where the consent of Tourism NT is provided for the Replacement Key Personnel the Contractor must provide a replacement Schedule 3 for inclusion in the counterparts of this Contract;

If, for any reason, Replacement Key Personnel will be of less than "substantially the same qualifications, level of experience and capability" of the Outgoing Key Personnel, then the Contractor must include in the notice to the Principal the reduced rates to be applied for the Services to be undertaken by the nominated Replacement Key Personnel.

13. Power to Dismiss Persons

The Principal may require the instant dismissal from the Services, of any person employed or engaged in connection with the Services, whether directly employed by the Contractor or not, who in the opinion of the Principal, misconducts themselves or is incompetent or negligent in the performance of their duties.

The Contractor shall immediately comply with or ensure immediate compliance with such requirement. The Contractor shall not again employ or engage a person in the provision of the Services during the remaining term of the Contract when the Principal has required the dismissal of a person from provision of the Services.

14. Status of Contractor

The Contractor, its employees and sub-contractors thereof, in performing the Services, are not for any purpose a servant or employee of the Principal.

15. Notices

15.1. Service of Notices

Notice must be:

- a) in writing, in English and signed by a person duly authorised by the sender; and
- b) hand delivered or sent by prepaid post or by electronic means to the recipient's address for Notices set out in the Contract, as varied by any Notice given by the recipient to the sender.

The Principal's address for service of notices is stated in Schedule 1 – Commercial Details of Contract.

15.2. Effective on Receipt

Any notice given in accordance with sub-clause 15.1 sent to the address set out in the Contract, takes effect when it is taken to be received (or at a later time specified in it) and is taken to be received:

- a) if hand delivered, on delivery;
- b) if sent by post, three (3) Business Days after the date of posting (or seven (7) Business Days after the date of posting if posted to or from a place outside Australia); and
- c) if sent by electronic transmission, on receipt by the sender of a transmission report from the despatching machine indicating that the notice sent was received in its entirety at the recipient's machine unless, within eight (8) Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice;

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 8.00am on the next Business Day.

16. Work Health and Safety Management

While carrying out the Services, the Contractor is responsible for the workplace health and safety of the Contractor's employees, sub-contractors and agents and must comply with all relevant laws, policies and procedures applicable in the location.

The Principal will not be responsible or liable for the workplace health and safety of the Contractor's employees, sub-contractors or agents, or any non-compliance by the Contractor with the applicable laws, policies or procedures in any location where the Services are being performed.

17. Conflict of Interest

The Contractor warrants that:

- a) At the date of Contract award no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract; and
- b) It shall use its best endeavours to ensure that no conflict of interest exists or is likely to arise in the performance of the obligations of any sub-contractor.

The Contractor shall inform the Principal of any matter, which may give rise to an actual or potential conflict of interest of the Contractor at any time during the currency of the Contract. This information will be treated confidentially.

18. Confidentiality and Publicity

18.1. Confidentiality

- a) For the purposes of this sub-clause 18.1 "Confidential Information" means any information or material relating to the Contract or the Services including (without limitation):
 - i. any information that by its nature is confidential;
 - ii. any information designated as confidential; and
 - iii. any information that the Contractor knows is confidential.
- b) The Contractor shall hold all Confidential Information in confidence and shall not make any use of it, except for the purposes of performing its obligations or exercising its rights under the Contract

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and shall not disclose or permit or cause the Confidential Information to be disclosed to any person, except:

- i. as authorised by the Principal under the Contract or otherwise;
 - ii. to its employees or sub-contractors, to the extent needed to perform their obligations under the Contract;
 - iii. where the disclosure is required to be disclosed by law.
- c) The Contractor shall ensure that its employees and all sub-contractors and suppliers engaged by the Contractor for the performance of the Contract comply with the requirements of this sub-clause 18.1.

18.2. Media and Publicity

- a) The Contractor shall not issue or be involved with the release of, any information, publication, statement, interview, advertisement (other than the legitimate advertising e. g. for sub-contractors), award nomination, document or article for publication concerning the Contract, the Services or the site in any media without the prior written approval of the Principal.
- b) Prior to taking any action or doing anything the Contractor shall refer:
 - i. any media enquiries concerning the Contract, the Principal or the Services to the Principal for the Principal's written response; and
 - ii. any media requests concerning the Contract, the Principal or the Services (including, without limitation, requests to access or take photographic or video footage) to the Principal, for the Principal's written consent, which consent may be given or withheld, in the Principal's absolute discretion.
- c) The Contractor shall ensure that its employees and all sub-contractors, and suppliers engaged by the Contractor for the performance of the Contract comply with the requirements of this sub-clause 18.2 and obtain the Principal's prior written consent (through the Contractor) before responding to enquiries or publishing anything of the type referred to in this sub-clause 18.2.

19. Licence to use Tourism NT Logos and Images

The Principal grants the Contractor a non-exclusive, non-transferable, royalty free, revocable licence to use Tourism NT Logos and Tourism NT Images accessible from the Tourism NT Image Gallery for the sole purpose of providing the required Services, provided that:

- (a) the Contractor agrees to be bound by the terms and conditions set out in the Agreement for Use of the Tourism NT Image Gallery available at:
<https://imagegallery.tourismnt.com.au/site/terms.me>;
- (b) the Contractor obtains the Principal's permission for the use of any Tourism NT Logo or Tourism NT Image prior to their use in the delivery of the Services;
- (c) the Contractor uses each Tourism NT Logo or Tourism NT Image directly from the Tourism NT Image Gallery by downloading them from the Gallery and the Contractor does not store any Tourism NT Logo or Tourism NT Image downloaded or obtained from the Tourism NT Image Gallery without prior written permission from Tourism NT.

The Contractor must:

- (a) notify the Principal as soon as it becomes aware of any suspected, threatened or actual infringement of any intellectual property rights in respect of Tourism NT Logo or Tourism NT Image the Contractor has downloaded from the Tourism NT Image Gallery;

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- (b) provide reasonable assistance where requested by the Principal for the purpose of the Principal defending any alleged infringement;
- (c) provide all reasonable assistance the Principal may request to protect the intellectual property rights in Contract Material.

20. Arranging Competitions for the Principal

The Contractor must prior to conducting any promotional competition outside Australia on behalf of the Principal ("Competition"):

- (a) provide sufficient details to the Principal to enable it to make an informed decision about the benefits of the Competition including details of:
 - (i) any proposal for third parties to be involved in the Competition ("Competition Partner") including any proposal for the Competition Partner to contribute to the Competition;
 - (ii) any proposal for contributions to be made by the Principal to the Competition;
 - (iii) the Contractor's proposal for promotion of the Competition;
 - (iv) the target audience "Target Audience" for the Competition;
 - (v) the prizes to be awarded to the Target Audience in the Competition;
 - (vi) all approvals, permits, licences and the like, required to conduct the Competition in each of the proposed locations;
 - (vii) the proposed terms and conditions for the Competition; and
- (b) obtain the Principal's written approval to conduct the Competition prior to publishing any details of the Competition or commencing any action relating to:
 - (i) entering any agreement with a Competition Partner;
 - (ii) the conduct of the Competition, including by marketing or involvement of the Target Audience.

21. Industry Accreditation and Standards

Where applicable, the Contractor shall:

- a) maintain the currency of accreditation, to at least the same level as held at the time of Tendering, during the life of the Contract; and
- b) comply with all industry standards on:
 - i. training;
 - ii. engagement, supervision and payment of sub-contractors;
 - iii. compliance measures;
 - iv. penalties; and
 - v. termination arrangements.

Options for review/extension to period contracts will not be offered unless the Contractor has current accreditation.

22. Performance Management

The Contractor shall establish, document, implement and maintain an Operational Plan (OP) and/or an Activity Plan (AP) for each of the source markets the Contractor represents addressing the Services to be delivered, in accordance with each Notice of Stage given by the Principal.

Within thirty (30) days of award of Contract, and within thirty (30) days given by the Principal, the Contractor shall submit to the Principal for approval one copy of each of the Operational Plan and/or Activity Plan for the relevant Stage. The Principal shall within a reasonable time from receipt either approve each of the Operational Plan and the Activity Plan, or reject either or both, giving reasons for the rejections. The Contractor shall rectify the deficiencies and resubmit each relevant plan for approval, and this process will continue until the Principal has approved the relevant Operational Plan and/or the Activity Plan.

The Contractor and the Principal will work collaboratively to ensure each of the Services to be delivered are delivered on time, within budget, provide return on the Principal's investment and are of a quality meeting or exceeding the Principal's needs.

The Contractor shall initiate projects, applying the Contractor's market expertise and shall not rely on the Principal's direction only.

The Contractor shall wherever possible and practicable, comply with the Principal's direction to extend projects of Tourism NT and its group.

The Contractor shall at all times have regard to the Principal's brand, corporate culture and priorities of Tourism NT as set out in the Scope of Services.

23. Performance Reporting

23.1. Principal's Report on Contractor's Performance

The Contractor agrees that upon completion of each Official Order under the Contract, or every twelve (12) months or upon completion of the Services or the termination of the Contract:

- a) the Principal will prepare a Contractor's Performance Report ('Report');
- b) the Principal shall liaise with the Contractor in completing the Report although the Principal reserves the ultimate right to complete the Report (other than the Contractor's comments); and
- c) the Principal may use and/or release the Report to Contractor Accreditation Limited or any other Agency of the Commonwealth or any State or Territory for evaluation of the Contractor's performance in the assessment of future Tenders.

The Contractor agrees that neither the Contractor nor any other person shall have any claim against the Principal or employees or agents of the Principal under any circumstances as a result of the preparation and use of the Report.

23.2. Reporting to the Principal

The Contractor must provide the Principal with such reports as directed by the Principal at the frequency, to the standard and in the form specified by the Principal in relation to the Services.

The Contractor must keep proper and adequate electronic records, accounts and supporting documentation of work carried out in-market for the purpose of reporting to the Principal as required under this Contract.

The Contractor must prepare and provide to the Principal at intervals of not more than three months apart, such reports on the Contractor's progress of activities, marketing plans and market information, budgets and

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financial accounts as will assist the Principal to assess the performance of the Contractor in accordance with clauses 22 and 23, and the return on investment for the Principal.

The Contractor shall give presentations to the Principal and other members of the tourism trade and industry as requested by the Principal to inform and report on the status of the tourism market, operations and activities occurring in the locations where the Contractor is performing the Services.

The Contractor must wherever templates or forms are supplied by the Principal, use those templates for each relevant report.

24. Liabilities

The Contractor must indemnify the Principal and employees or agents of the Principal against any legal liability, loss, claim, action or proceeding for personal injury to, or death of any person or for damage to any property arising from the carrying out or in connection with the Services and from any costs and expense that may be incurred in connection with any such loss, claim, action or proceeding.

24.1. Reduction in Liability

The Contractor's liability to indemnify the Principal under this clause is reduced proportionately to the extent that any negligent act or omission of the Principal contributed to the relevant liability, loss, claim, action or proceeding.

24.2. Limitation of Liability

If specified in Schedule 1 – Commercial Details of Contract, the liability of the Contractor in respect of each single occurrence or a series of related occurrences arising from a single cause to the extent caused or contributed by the Contractor in connection with or directly arising out of this Contract will be limited to the amount specified in the Commercial Details of Contract.

Unless otherwise specified, any limit on the liability of the Contractor does not apply in relation to:

- a) personal injury (including sickness and death);
- b) an infringement of Intellectual Property rights;
- c) a breach of any obligation of confidentiality, security requirement or privacy; or
- d) liability which is or would have been included in an insurance policy, but for:
 - i. the inclusion of the limit on liability under sub-clause 24.1; or
 - ii. a failure by the Contractor to fulfil its insurance obligations under the Contract or the insurance policies or due to the insolvency of the insurer for the relevant insurance.

24.3. Joint and Several Liability

Where the Contractor consists of two or more persons, this Contract shall bind them jointly and severally. In particular, any agreement, representation, warranty or indemnity by one or more persons constituting the Contractor binds all the persons constituting the Contractor jointly and severally and any agreement, representation, warranty or indemnity in favour of one or more persons constituting the Contractor is for the benefit of all the persons constituting the Contractor jointly and severally.

25. Insurances

25.1. Public Liability Insurance

Before commencing the Services, the Contractor shall take out and shall maintain during the currency of the Contract a public liability policy of insurance to cover its liabilities to third parties.

The Policy shall:

- a) note the Principal for its respective rights and interests;
- b) include a cross-liability clause in which the insurer accepts the term "insured" as applying to each of the persons covered by the insurance as if a separate policy of insurance had been issued to each of them; and
- c) be for an amount of not less than the sum stated in Item 9 of Schedule 1 – Commercial Details of Contract, for any one occurrence.

The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of the Contract.

The Contractor shall ensure that all sub-contractors take out public liability insurance that meets the requirements of this clause.

25.2. Professional Indemnity Insurance

Before commencing the Services, the Contractor shall take out and shall maintain during the currency of the Contract a professional indemnity insurance policy for an amount not less than the sum stated in the Item 9 of Schedule 1 – Commercial Details of Contract.

The Contractor shall continue to maintain a professional indemnity policy after the conclusion of the Contract for a period and for such amount as is necessary to indemnify the Contractor in respect of all liabilities arising out of this Contract.

The Contractor's liability to the Principal shall not be limited or otherwise affected by the terms of any such insurance policy.

25.3. Lodgement of Certificates of Currency

The Contractor shall, if so requested, provide the Principal with copies of Certificates of Currency and summaries of coverage for all insurance policies required under clause 25 including those of any sub-contractors (including self-employed contractors and persons employed under labour hire agreements):

- a) prior to commencing the Services under the Contract;
- b) within two (2) days of a written request by the Principal;
- c) within seven (7) days after the Contractor renews an insurance policy; and
- d) within seven (7) days after the Contractor makes any change to an insurance policy.

The Contractor will not cancel any Insurance Policy, or conduct itself in a manner that brings about such a cancellation of an insurance policy, except with the written consent of the Principal.

26. Intellectual Property

The ownership of Intellectual Property in Contract Material is specified in Item 11 of Schedule 1 – Commercial Details of Contract. If no party is named in the Item 11, clause 26.1 applies and ownership vests in the Principal.

26.1. Ownership by the Principal

The Intellectual Property in all Contract Material vests and is owned exclusively by the Principal as such rights are created.

The Principal grants to the Contractor a world-wide, non-exclusive, royalty free licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Contract Material for the term of the Contract and to the extent required to undertake the Services or as otherwise agreed by the Principal.

26.2. Ownership by the Contractor

The Intellectual Property in all Contract Material vests and is owned exclusively by the Contractor as such rights are created.

The Contractor grants to the Principal a perpetual world-wide, royalty free licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Contract Material to the extent required to receive full benefit of the Services.

26.3. Existing Material

This clause does not affect the ownership of Intellectual Property in any material owned by a party prior to this Contract or produced by a party outside of the provision of the Services.

26.4. Warranty

The Contractor warrants that:

- a) any Intellectual Property embodied in or used in connection with the Services is the sole property of the Contractor or the Contractor is legally entitled to use same for the performance of the Services; and
- b) it has the right to grant the licences specified in clause.

27. Time for Completion

The Contractor shall complete the Services within the time stated in the Contract or Official Order or within such extended time as agreed to in writing by the Principal.

28. Invoicing and Payment

28.1. Invoicing

The Contractor must, when Services are completed during the month, provide to the Principal a valid invoice claiming the current monthly fee, and in arrears the charges for the Services delivered in accordance with the current Rates, along with the any reimbursable expenses

The Contractor shall submit valid invoices to the Principal on or before the 5th day of each month for the preceding month.

The Contractor must ensure an invoice given by the Contractor under this Contract complies with the relevant laws, the terms and conditions of this Contract and the accounting procedures as notified by the Principal from time to time.

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The Contractor must provide any further details in regard to an invoice that are reasonably requested by the Principal.

For the purpose of this clause 28.1 an invoice is valid if it:

- a) is correctly addressed and calculated in accordance with this Contract,
- b) relates only to the Services that have been delivered to the Principal in accordance with this Contract and for which the Contractor is entitled to invoice under this Contract; and
- c) complies with the requirements stipulated in this Contract.

The invoice must include:

- a) the Agency name, business unit of the Agency and address of the Agency; and
- b) a reference number being the Official Order number, the Contract name and number or all of these details.

The Principal's preferred method of receiving invoices is by electronic means, through the Principal's electronic invoicing system ("EIS") at the following web address: [REDACTED]

If the Contractor is not able to send invoices using the EIS it shall send invoices by email to: [REDACTED]

28.2. Payment

The Principal will make payments within twenty (20) days of receipt of an undisputed invoice valued less than AUD\$1 million. The Principal will make payments within thirty (30) days of receipt of an undisputed invoice valued AUD\$1 million or more.

If the Principal disputes the invoice amount the Principal shall certify the amount it believes is due for payment, which shall be paid by the Principal and the liability of the balance of the payment shall be determined in accordance with the Contract.

The payment of monies pursuant to this clause shall not be taken as evidence against or as an admission by the Principal that the Services have been executed in accordance with the Contract or the value thereof, but shall be taken to be payment on account only.

Failure by the Principal to pay the amount by the due date:

- a) will not be grounds to vitiate or avoid the contract; and
- b) will entitle the Contractor to make a claim for interest penalties on the late payment.

28.3. Incorrect Invoice Payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Principal to the Contractor under this Contract.

28.4. Method and Currency of Payment

Payments under this Contract may be made by electronic transfer directly to the nominated bank account of the relevant payee.

All invoices from the Contractor to the Principal must be in accordance with the currency of the Schedule of Rates.

28.5. Interest on Late Payments

The Principal will pay interest on late payments calculated at the rate set annually in accordance with the Principal's payment policy (as amended by time to time).

Interest is only payable on undisputed amounts exceeding the payment terms from the date of receipt by the Principal of a relevant valid invoice.

Where a valid invoice is disputed by the Principal the payment period referred to in clause 28.2 commences in respect of the disputed portion when the dispute has been resolved.

Where the Contractor believes that it is entitled to claim interest on a late payment it must raise a separate invoice for the interest claimed showing all relevant details within ninety (90) days from receipt of payment of the amount in respect of which the interest is claimed. Failure by the Contractor to do so will void any claim to payment of interest on the late payments.

Where the purposes of this clause the "relevant details" are:

- a) the date of deemed receipt of the original properly rendered invoice (being three (3) Business Days after the date of dispatch of the original properly rendered invoice);
- b) the date of payment;
- c) a copy of the original properly rendered invoice;
- d) the period for which the Contractor considers interest is due; and
- e) the amount of interest sought.

The Contractor's entitlement to interest under this clause 28.5 will be its sole entitlement to interest including damages for loss of use of, or the cost of borrowing, money.

The Principal will not be liable for interest penalties on any payments in respect of interest penalties under this clause 28.5.

29. Sub-Contracting

Should the Contractor desire to sub-contract any part or parts of the Services it shall submit to the Principal the names of the proposed sub-contractors the nature of the Services that it is intended they undertake. No sub-contractor shall be employed in connection with the Services unless such approval is first obtained. Such approval shall not be unreasonably withheld.

Any approval by the Principal to engage a sub-contractor for any part of the Services shall not relieve the Contractor from any of its liabilities under the Contract. The Contractor shall be fully liable to the Principal for the work of the sub-contractor or any employee or agent of the sub-contractor.

30. Disputes

30.1. Disputes

Each party must follow the procedures in this clause 30 before starting court proceedings, other than for interlocutory relief.

30.2. Notice of Dispute

Any party to this Contract who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.

30.3. Meeting of Parties

Within five (5) Business Days of the provision of the written notice, a nominated representative of each of the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute.

30.4. Appointment of Mediator

If the dispute is not resolved within five (5) Business Days of the parties meeting (or within such further period as the parties agree is appropriate) then one or both parties may nominate a mediator to determine the dispute.

If the parties fail to agree to the identity of a mediator within five (5) Business Days of a party nominating a mediator, then either or both of the parties may refer the matter to the President for the time being of the Institute of Arbitrators and Mediators Australia for nomination of a mediator to mediate the dispute.

The parties will bear the costs of the mediator equally.

30.5. Appointment of Independent Expert

If the dispute is not resolved within twenty (20) Business Days after the appointment of the mediator (or within such further period as the parties agree is appropriate) then one or both parties may nominate an independent expert to determine the dispute.

If the parties fail to agree to the identity of an independent expert within five (5) Business Days of a party nominating an independent expert, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate an independent expert to determine the dispute.

The expert must not be the same person as the mediator.

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The parties will bear the costs of the independent expert's determination equally, unless the independent expert determines otherwise.

The parties will make available to the independent expert all materials requested by it and will furnish it with all other materials which are relevant to the determination.

30.6. Decision of Independent Expert

The decision of the independent expert is absolute and final and will bind the parties accordingly and this Contract will be deemed to be amended to incorporate the terms of the independent expert's decision.

The independent expert will be deemed to be acting in making any decision as an expert and not an arbitrator.

30.7. Continuation of Work during Disputes

During disputes and until such time that work under the Contract is completed, the Contractor must, at all times, continue to fulfil its obligations under the Contract and comply with all directions given to it by the Principal in accordance with the provision of the Contract, provided that such directions do not touch upon the subject matter of the dispute in respect of which written notice has been given in accordance with this clause.

31. Intervening Event

- (a) In this clause 31, the term '**Intervening Event**' means the occurrence of an event or circumstance of the type described in clause 31(b) which is:
 - (i) beyond the reasonable control of the party affected by it and which occurs without the fault or negligence of the party; and
 - (ii) which causes or results in a default or delay in the performance by that party of any of its obligations under this Contract; and
 - (iii) where such default or delay and the occurrence and the effects of such event or circumstance could not have been prevented, overcome or remedied by the exercise by that party of standard foresight, care and diligence consistent with that of a prudent and competent person under the circumstances, including the expenditure of reasonable sums of money and the application of technology known to prudent and competent persons.
- (b) An Intervening Event includes any one or more of the following, or other like events, provided they meet the qualifications in clause 31(a):
 - (i) war (declared or undeclared), insurrection, civil commotion, military action, terrorism or an act of sabotage or vandalism;
 - (ii) a strike, lockout, blockade, picketing action or industrial action, dispute or disturbance of a like kind;
 - (iii) unavoidable accident;
 - (iv) natural disasters, storm, fire, flood or earthquake;
 - (v) natural calamities, epidemic, pandemic or quarantine; or
 - (vi) temporary or permanent unavailability or delay in relation to any matter reasonably required for the proper delivery of the Services due to changes to regulatory or legislative requirements or emergency measures announced by relevant governments or authorities.
- (c) If a party suffers or experiences an Intervening Event that party must give the other party immediate written notice of that fact with such notice to include:

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- (i) full particulars of the Intervening Event;
 - (ii) an estimate of the likely duration of the Intervening Event;
 - (iii) the aspects of the Services or that party's obligations under this Contract affected by the Intervening Event and the extent of its effect; and
 - (iv) the steps being taken by that party to remove, overcome or minimise the effect of the Intervening Event.
- (d) Upon a notice being served on a party pursuant to clause 31(c):
- (i) the obligations of the affected party under this Contract are suspended in whole or in part to the extent that, and for the duration which, that party's ability to perform the obligations are affected by the Intervening Event; and
 - (ii) where the suspension relates to the inability for the Services to be provided in full due to the effect of the Intervening Event on a party, the term of this Contract will be extended consistent with the number of days by which the Intervening Event has prevented delivery of the Services.
- (e) A party claiming to be affected by an Intervening Event must use all reasonable endeavours to remove, overcome or minimise the effects of any Intervening Event (including, if the Intervening Event is the temporary or permanent unavailability of utilising current methodologies or technologies for delivering the Services, all reasonable endeavours to find suitable alternative methodologies or technologies) as quickly as possible (including the expenditure of reasonable sums of money in the circumstances) and must provide regular updates to the other party describing the actions being taken by the affected party to remedy, alleviate or mitigate the effects of the Intervening Event with such update to include the matters described at clause 31(c).
- (f) Once the Intervening Event has ended, the affected party will carry out all acts which it would have been liable to carry out had the Intervening Event not intervened, with any necessary time frames extended by the period of suspension or such other time as agreed between the parties.
- (g) Notwithstanding the existence and duration of an Intervening Event, each party must continue to perform its other obligations and provide those parts of the Services under this Contract, not being obligations of parts of the Services suspended under clause 31(d).
- (h) If:
- (i) a party has invoked the operation of this clause 31; and
 - (ii) the same Intervening Event prevents or inhibits performance of any obligation or condition required to be performed under this Contract for a period of three (3) months,
- then either party may terminate this Contract by giving the other party thirty (30) days written notice, and unless there has been a cessation of the Intervening Event during such notice period, this Contract will automatically terminate upon the expiry of that thirty (30) days.
- (i) Upon termination of this Contract pursuant to clause 31(h), the Contractor will be entitled to payment of those fees and expenses, which have been properly accrued under this Contract up to the effective date of termination.

32. Suspension and Deferment

- (a) The Principal may, upon giving 30 days' written notice to the Contractor, suspend or defer all or any part of the Services.
- (b) Upon such suspension or deferment pursuant to clause 32(a), the Contractor will be entitled to payment of those fees and expenses, which have been properly accrued under the Contract up to the effective date of suspension or deferment.

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33. Termination

Without prejudice to any other remedy of the Principal at Law, if the Contractor:

- i. fails to carry out the Services at a rate or level of progress satisfactory to the Principal;
- ii. neglects or omits to carry out any instruction of the Principal in respect of the Services;
- iii. fails to complete the whole or a part of the Services within the period specified for completion or such extended time as the Principal may approve;
- iv. in the reasonable opinion of the Principal, fails to carry out the Services to the highest quality and professional standards, principles and practices;
- v. conducts itself in a manner that, in the reasonable opinion of the Principal, brings the Principal or its related entities into disrepute;
- vi. intimates that the Contractor is unwilling or unable to complete the Services;
- vii. becomes insolvent or bankrupt, or being a company goes into liquidation; or
- viii. fails to comply with any of the requirements relating to Key Personnel and the performance of the Services by Key Personnel, including the replacement of Key Personnel set out in this Contract,

the Principal may, by notice in writing to the Contractor:

- (a) terminate the Contract whereupon all sums of money which may remain in the hands of the Principal, may be forfeited to the Principal and on being so forfeited shall become vested in or become payable to the Principal; or
- (b) take the Services wholly or partly out of the control of the Contractor and complete the Services by any other means the Principal so decides.

34. Voluntary Termination

Either party may terminate the Contract by giving thirty (30) days written notice to the other party.

Termination of the Contract under this clause shall not relieve the Principal or the Contractor of their respective rights and obligations under the Contract or any Official Order up to and including the date of any such termination.

35. Rights of Principal to Recover Monies

Should the Principal take action pursuant to clause 0(b) ("Termination"), then all losses, costs, charges and expenses incurred or sustained by the Principal in completing the Services will be deemed to be a debt due to the Principal by the Contractor and will be deducted from any monies that may then or may thereafter become due to the Contractor and if the monies are less than the amount so deductible the amount of the deficiency shall be a debt due by the Contractor to the Principal.

36. Transition Arrangements

At the expiration or earlier termination of this Contract the Principal may require the Contractor and each of its employees, sub-contractors and agents to undertake the induction program delivered to the Contractor by the Principal.

The Contractor must at all times proactively maintain currency of its and each of its employees, sub-contractors and agents knowledge and understanding of the Northern Territory Government priorities, corporate culture, procedures and policies. The Principal will deliver such current information to the Contractor in electronic or verbal format as the Principal considers appropriate.

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On the expiration or earlier termination of the Contract, the Contractor must return to the Principal all Contract Material provided by the Principal Intellectual Property by way of electronic files, registration of Tourism NT assets, a complete database of key partner/industry contacts, and a written report on all projects/activities in progress and conduct a verbal handover to any incoming Contractor.

37. Privacy

For the purposes of this Clause unless the context otherwise requires:

'Personal Information' means all information about a person that is "personal" to that person, which is collected and/or handled by any of the parties in connection with this Contract.

The Contractor agrees to deal with all Personal Information in a manner, which is consistent with the privacy laws applicable in the location of the Personal Information when obtained by the Contractor and any other location where the Personal Information will be released or used by the Contractor.

The Contractor is to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling its obligations under this Contract.

The Contractor is not to disclose Personal Information without the written authority of the Principal, and in any event disclosure is only to be in accordance with the privacy laws applicable in the location of the Personal Information when obtained by the Contractor and any other location where the Personal Information will be released or used by the Contractor. The Contractor is to immediately notify the Principal where it becomes aware that a disclosure of Personal Information may be required by law.

The Contractor is to ensure that any employees, agents or subcontractors, and any other person who may have access to Personal Information held by the Contractor, are aware of the obligations of the Contractor under this Contract and undertake to deal with Personal Information in accordance with this Contract.

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(Attachment A)

SIGNING PAGE

Signed by the parties as an Agreement:

EXECUTED by SCOTT LOVEA

for and on behalf of the **NORTHERN TERRITORY
OF AUSTRALIA** care of its agency the Department
of Industry, Tourism and Trade pursuant to a
delegation under the *Contracts Act*

on the 23rd day of April 2024
in the presence of:

[Signature]
Signature of Deputy Chief Executive

[Signature]
Signature of Witness

Kirstie Wall
Name of Witness

Date: 23.04.2024

EXECUTED by Myriad International
Marketing, LCC by a duly authorised officer in
the presence of:
on the 22 day of April 2024
in the presence of:

Maureen Moeder
Signature of Witness

Maureen Moeder
Name of Witness

Hugh McConnell
Signature of Duly Authorised Officer

Hugh McConnell CFO
Name and Position of Duly Authorised
Officer

Date: Apr 22, 2024

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SCHEDULE 1 – COMMERCIAL DETAILS OF CONTRACT

1.	Type of Contract <i>(Clause 4.2 - Conditions of Contract)</i>	Period Contract – Fixed Scheduled Services	
2.	Basis of Payment <i>(Clause 4.3 - Conditions of Contract)</i>	Schedule of Rates	
3.	Contract Commencing <i>(Clause 1 - Conditions of Contract)</i>	1 July 2024	
4.	Period of Contract <i>(Clause 4.4 - Conditions of Contract)</i>	36 months	
5.	Extension Option <i>(Clause 4.5 - Conditions of Contract)</i>	3 x 12 months	
6.	Price Adjustment <i>(Clause 4.9 - Conditions of Contract)</i>	Firm Price for 12 months, then subject to annual review in accordance with Annual CPI General Index as published by the Government Statistical Office of the Country where Contractor based	
7.	Principal's Representative <i>(Clause 7.1 - Conditions of Contract)</i>	Title	Director, International Operations
		Agency	Tourism NT
		Address	GPO Box 1155 Darwin NT 0800
		Telephone	+61 8 8999 3805
8.	The Address for service of notices is <i>(Clause 15.1 - Conditions of Contract)</i>	Title	Chief Executive Officer
		Address	Tourism NT GPO Box 1155 Darwin NT 0800 Attention: Contract Manager Contract: NTG24-0025
9.	Public Liability Insurance required	AUD\$10,000,000.00	
	Professional Indemnity Insurance required	AUD\$500,000.00	
<i>(Clause 25.1 and 25.2 - Conditions of Contract)</i>			
10.	Operational Management Plan and Activity Plan Required <i>(Clause 22 - Conditions of Contract)</i>	Yes	
11.	Intellectual Property <i>(Clause 27 - Intellectual Property)</i>	Principal	

SCHEDULE 2 – SCOPE OF SERVICES

1 SCOPE OF SERVICES

1.1 OBJECTIVE

The Principal (Tourism NT) is seeking a Contractor who will have regard to the matters set out in this Scope of Requirement when performing the Services set out in the Project Scope, meeting the Key Performance Indicators and providing Reports to the Principal.

1.2 Introduction & Current Situation

Tourism NT is a body corporate established by the NT Government under the *Tourism NT Act 2012*. Tourism NT sits within the Department of Industry, Tourism and Trade and is responsible for marketing Australia's Northern Territory (NT) as a desirable visitor destination and for the sustainable growth of the tourism industry in the NT. Working collaboratively with the tourism industry, the private sector and Government Departments, the Principal's focus is to grow overnight holiday visitor expenditure in the NT to \$5.3 billion by 2030.

To grow the industry, the 2030 framework relies on industry and government working together towards sustainable growth of tourism in the NT.

The strategy identifies six (6) priority objectives that if delivered, will make a real impact on the trajectory of tourism in the NT. The objectives are:

1. Grow investment in the NT's remarkable assets, product and regions;
2. Strengthen and showcase the NT's distinctive Aboriginal cultural tourism experiences;
3. Through strategic marketing activities grow the value of the holiday market in the NT;
4. Leverage and build events to drive visitation;
5. Develop ongoing access to and within the NT; and
6. Increase recognition of the value of tourism to the NT.

In line with the six (6) objectives, a key role of the Principal is to ensure that the NT;

- its key destinations;
- experiences; and
- Tourism products,

are positioned appropriately with target audiences globally, enhancing awareness and stimulating interest and desire to purchase travel to the destination through consumer campaign activities and proactive partnerships with Travel Distribution partners. Working in partnership with the Tourism Industry, the Principal aims to increase conversion, whilst enhancing Regional dispersal and improving yield.

To fulfil this role, the Principal undertakes marketing in Australian and selected overseas markets, which is underpinned by a common brand and working with key trade and industry partners.

Overseas representation is currently contracted in:

- United Kingdom (including France, Italy and Northern Europe);
- Germany (including Switzerland);
- The Americas (USA, Canada);
- Japan;
- Greater China (China, Hong Kong); and
- Singapore.

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In support of Tourism NT's rebuild of inbound tourism, the Principal seeks to secure the services of a Contractor that can provide comprehensive tourism Representation Services for The Americas market, listed below, to compliment centralised support from Australian based Tourism NT offices.

- a) Account Management; and
- b) Trade and Consumer Marketing Services
 - Consumer Marketing
 - Social Media Channel Management
 - Trade Marketing
 - Trade Engagement
- c) Press Office Services

The Contractor will be required to share in the Principal's strategic vision and add tangible value to the work of the Principal and the NT Tourism Industry. This will require the Contractor to have a solid understanding of the competitive environment, the Australian and the NT brand.

1.3 How Tourism NT Markets the Destination

The NT's competitive strength as a tourist destination is providing visitor experiences that deliver a unique blend of nature and culture to attract international holiday visitors as well as niche market and experience segments.

Working collaboratively with Tourism NT's International and wider marketing teams and in consideration of the NT Tourism Industry, the in-market Contractors develop and implement an integrated approach to positioning and conversion to leverage the understanding and appeal of travel to Australia and more specifically to convert the NT's experiences and products.

This is achieved by undertaking a range of innovative destination marketing activities focused on leveraging relationships and investment through partnership activity, often with Tourism Australia and gateway state tourism organisations.

Programs designed to overcome travel barriers to the NT include:

- consumer facing campaigns including with travel partners; and
- trade engagement
- public relations
- awareness activity

Tourism NT does not duplicate the work of Tourism Australia but rather uses their platforms to showcase why travelling to the NT is an essential element of any itinerary to Australia.

In the rebuild and recovery of the inbound tourism market to Australia, Tourism NT works very closely with Tourism Australia and other State Tourism Organisations in an effort to maximise return on investment, recognising that significant resourcing will be required to restore aviation capacity, travel distribution networks and consumer confidence in travelling to Australia. It is anticipated that competition for the outbound travel market will be strong from other destinations.

1.4 For more information

In summary Tourism NT's in-market teams are expected to deliver targeted consumer facing travel destination marketing programs and all its support requirements to grow the tourism visitation from their market place by:

- Better communicating what the NT stands for as a traveller destination;
- Effectively communicating key messages about the NT using channels of communication we know our key target segments watch, read and listen to; and

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- Working with trade, media and other partners to elevate awareness of NT experiences and products to convert people's interest in the destination into actual visitation.

Background to the Principal's brand development, marketing program and examples of current campaign activity are available from the Principal's websites and social media pages:

<https://northernterritory.com/us/en>

[Tourism NT corporate website](#) (corporate)

<https://www.facebook.com/AustraliasNorthernTerritoryUS>

1.4.1 The Americas

The USA market historically has been the single largest international source market for the Northern Territory in terms of volume and spend (NT). In years 2018 and 2019, the NT received a combined 77,000 visitors from the USA and a further 21,000 visitors from Canada.

In the year ending June 2023, there were 26,500 visitors from USA and 3,900 visitors from Canada visit the Northern Territory.

Whilst recovery from all international source markets has been slower than anticipated the USA is expected to continue to be the most dominant international market through to 2028, with numbers exceeding pre-Covid levels.

Canada has recently been identified within Tourism NT's 2024 Market Prioritisation modelling as a market of significant growth potential and high market attractiveness score.

Year Ending (YE) June 2023 USA visitation snapshot (figures in AUD)



YE June 2023 Canada visitation snapshot (figures in AUD)



1.4.2 Location

The Principal intends to have suitable representation, fully functional and located in Los Angeles where Tourism Australia has an office. There is no expectation that any personnel have to be located in Canada.

The Contractor must be staffed and registered as required by law in the relevant jurisdiction(s).

1.4.3 Specific Representation Contract Objectives

- Work with Tourism NT head office to rebuild the NT's international visitation from source market of USA and Canada; as a guide the proposed split of activity is approximately 80% in USA and 20% in Canada, to be mutually agreed upon annually.
- Work with Tourism NT head office to support the rebuild of essential aviation networks to maximise passenger flow from inbound markets into the NT aviation gateways of Alice Springs, Uluru (Ayers Rock Airport) and Darwin;
- Grow awareness of the NT through consistently positioning the destination aligned to Tourism NT's brand strategy 'Different in Every Sense' across all consumer channels;
- Facilitate effective conversion activity with innovative and committed distribution partners for the NT;
- Leverage Tourism Australia's One Voice approach for the benefit of the NT Tourism Industry, ensuring the NT is considered an essential component of every Australian holiday itinerary; and
- Provide market intelligence and industry engagement platforms to ensure Tourism NT and the NT Industry have a sustainable and competitive edge in the market place.

1.5 PROJECT SCOPE

1.5.1 Provision of Representation Services

The Contractor shall perform representation services for the Principal from the following classes:

- a) Account management; and
- b) Trade and Consumer Marketing services; and
- c) Press Office Services

The following describes the scope of representation services to be provided by the Contractor.

1.5.2 Account Management

Recommended days of service

- 3 days or 24 hours per month

Account Management

Strategic oversight of operations of the account and the building of strong mutually beneficial relationships.

Core Function

Planning, Strategy & Governance

Service Specific Tasks

- Oversee and develop, and implement annual activity plan according to Tourism NT's strategic objectives, annual budget and key performance indicators.
- Gather and impart market intelligence and trends relevant to Tourism NT and its operators to effectively operate in the market as required.
- Develop and maintain a strong alliance with relevant Australian Government organisations (Tourism Australia, Business Events Australia, State Tourism Organisations, Austrade)
- Be the point of contact for Northern Territory in-market; subscribe and participate in relevant tourism events and forums to represent the interests of Tourism NT.
- Provide coordination of meetings, advice on Government protocol for visiting Northern Territory Government officials and Tourism NT Board/staff if required.

Level of Service guide

- Tourism NT expects that the person/s looking after Account Management will be senior enough

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to oversee day to day staff management and have oversight of strategic activities.

1.5.3 Trade & Consumer marketing services

Recommended days of service

- 30 days or 240 hours per month

Consumer Marketing

Develop and implement awareness programs aimed at showcasing Northern Territory experiences and stimulating consumer demand.

Service Specific Tasks

- Oversee all aspects of paid digital campaigns, encompassing procurement, tagging, performance management, optimisation, and comprehensive reporting to foster increased traffic, engagement and lead generation through both, Tourism NT and partner activity
- Identify and execute a minimum of one content and/or brand partnership opportunity that aligns seamlessly with Tourism NT's brand values.

Level of Service guide

- Tourism NT expects that the person/s looking after consumer marketing understands digital marketing principles and will have full oversight of implementation and reporting of specific service tasks.

Social Media Channel Management

Leveraging social media to enhance brand visibility and foster meaningful connections with the audience.

Service Specific Tasks

- Manage the USA Facebook page, including community management and reporting, with a commitment to a minimum of two organic posts per week.

Level of Service guide

- Tourism NT expects that the person/s performing social media channel management has basic technical skills to perform service specific task.

Trade Marketing

Develop and implement campaigns and activities through intermediary channels, such as travel agencies, tour operators, wholesalers, airlines and online travel agencies (OTAs) to maximise conversion opportunities.

Service Specific Tasks

- Manage the development, deployment and reporting of Tourism NT's cooperative conversion campaigns with distribution partners.
- Manage and implement Tourism NT's interests and participation in One Voice (Tourism Australia led) campaigns and partnership opportunities

Level of Service guide

- Tourism NT expects that the person/s implementing trade marketing programs to have strong industry relationships with a strong grasp of marketing principles to perform specific service tasks.

Trade Engagement

Deliver innovative programs to travel trade to grow industry representation in programs and engagement and in the Region

Service Specific Tasks

- Co-ordinate and conduct targeted Trade training and Trade familiarisation programs including the Aussie Specialist Program;

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- Maintain effective and strategic alliances with relevant travel partners and associations to increase key travel sellers' motivation and ability to sell Northern Territory experiences and products;
- Deploy strategic sales initiatives to drive conversation opportunities for NT tourism businesses;
- Represent Tourism NT at relevant Trade Events and Roadshows in market and Australia as required

Level of Service guide

- Tourism NT expects that the person/s responsible for trade engagement to have strong interpersonal and verbal communication skills to perform service specific tasks.

1.5.4 Press Office Services

Recommended days of service

- 7 days or 56 hours per month

Press Office Services

Implement, manage and report on appropriate Public Relations activities to increase the awareness of destination Northern Territory and its experiences as required.

Service Specific Tasks

- Story pitching and editorial requests;
- Recruitment of delegates for familiarisation visits e.g. Traditional media, Influencer/Key Opinion Leaders (KOL)
- NT coverage reporting from all visits
- Public Relations leverage around campaign activity;
- Preparation of media materials and assets to support media outreach activity

Level of Service guide

- Tourism NT expects that the person/s responsible for Press Office has demonstrated experience in contributing to public relations programs in the tourism or leisure industries in The Americas.

1.6 Key Performance Indicators (KPI), financial responsibilities & Reporting Requirements

1.6.1 Performance Management Plan

- For the purposes of Clause 22 of the Conditions of Contract the Performance Management Plan will be known as the Activity Plan (AP)
- The Principal will conduct 12 month reviews against agreed Key Performance Indicators stipulated in the Activity Plans. Timely evaluation of results and return on investment is required for each activity the form of a close out report.
- The Contractor will be required to work with Tourism NT to ensure that all services delivered under the contract are delivered to an appropriate time, budget, return on investment and quality to meet or exceed the needs of Tourism NT.
- The Contractor is expected to initiate projects applying in market expertise, not just take direction.
- The Contractor is also expected to extend projects established by the broader Tourism NT group as directed.

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- Consideration of the Northern Territory brand, corporate culture and priorities of Tourism NT must be at the fore front of all activity.

1.6.2 Output Reporting

- The Contractor must keep proper and adequate electronic records, accounts and supporting documentation of work carried out in-market for reporting.
- The Contractor must prepare reports on projects, marketing plans and market information, budgets etc. as and when required by Tourism NT. The Contractor will also be required to give presentations to Trade and Industry.
- The Contractor must use the templates or forms supplied by Tourism NT as requested.

1.6.3 Logistics, Communications and Travel

- Regular communication with Tourism NT Head Office is required as scheduled by the International Marketing team.
- Tourism NT will at times request attendance by the Contractor to participate in face to face meetings.
- Tourism NT will cover economy class airfares and up to four-star accommodation on all travel required. All travel must have written prior approval from the Principal and must include a minimum of 3 flight quotes. Head Office can arrange flights via Corporate Travel service if it is more economical to do so. Travel will be reimbursed upon the submission of tax compliant invoices.

1.6.4 Financial Accountabilities

- The Contractor will be financially accountable for the entire regional budget.
- The Contractor will be expected to adhere to NT Government cash flow process and procedures.
- The Contractor is expected to manage fluctuations in exchange rates.

1.6.5 Invoicing and Payment Schedules

- Further to Clause 28 of the Conditions of Contract the Contractor shall, unless the Contract otherwise provides, supply at its own cost and expense everything necessary for the proper completion of the Services and the proper performance of its obligations under the Contract;
- Any exchange rate calculation applied will be based on the Bureau of Exchange Rate of the day unless otherwise specified;
- Automatic payment of the Monthly Service Rate in the currency specified in the Contract will be made monthly, with agreed expenses for the previous month reimbursed upon receipt of an invoice by the Principal (received by 5th of the month);
- The Monthly Service Rate must include all local tax, insurance requirements (i.e. employment protection, public liability and other insurance required for the countries where the Services will be carried out), vehicle and/or transport and parking related to/from work and outside of approved travel charges, office space (i.e. rent, fees associated with the lease where not provided by the Principal), all office equipment, provisions and associated costs, (i.e. computers, tablet, laptop, printers, projectors, photographic equipment, telecommunication line/call costs including mobile phones, telephone equipment, subscription costs for services i.e. SKYPE subscription, line rental, handsets, mobile telephones, costs for all staff training, water coolers, tea and coffee,

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- stationery, etc.), preparation and delivery of media releases and media monitoring, translation services and provision of required reports;
- The Monthly Service Rate is exclusive of collateral distribution and storage costs, pre-approved travel and entertainment costs, courier costs and bank charges. These expenses shall be reimbursed upon receipt of an invoice with appropriate approvals and supporting documentation (proof of expenses);
- Expenditure for specific projects requested by the Contract Manager shall be invoiced within ninety (90) days of the Services taking place; and
- Charges shall ensure correct accounting for all exclusive tax benefits applicable to the business expenditure of an Australian Government organisation and report on these accordingly.

1.6.6 Legal & Approval Authorities & Processes

- The Contractor is required to identify and collaborate with Tourism NT regarding the consumer protections laws relevant to their in market activity.
- An estimate and prior approval of the Principal will be required for any expenditure. Process and procedure will be clarified by the Contractor;
- All campaign, activities and events over the value of AUD \$10,000 require prior approval from Tourism NT in the form of a signed Project Overview Form prior to commencement;
- All other expenses under the value of AUD \$10,000 require prior approval from Tourism NT in the form of a Travel Approval form or Expenditure Approval form or via email if relevant.
- Adequate time is to be allowed for Tourism NT to consider the request when seeking advice or prior approval for activities. This period will be agreed between the Principal and Contractor.

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SCHEDULE 3 – KEY PERSONNEL

In accordance with clause 10 the Contractor will employ or engage the following Key Personnel to deliver the Services:

Personnel		
Name of Personnel	Type of Services	Location
Julie Cuesta	High level oversight	New York City
Mandi Stefanak	Account Management	Los Angeles
Helen Putman	Consumer and Trade marketing	Los Angeles
Sienna Newton	Press Office & Social Media channel management	Los Angeles
Account Coordinator	Trade engagement	Los Angeles

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SCHEDULE 4 – SCHEDULE OF RATES

ITEM	DESCRIPTION	EST UNIT QTY	UNIT	RATE PER MONTH <i>(including any applicable tax)</i>	EXTENDED AMOUNT <i>(36 months)</i> <i>(including any applicable tax)</i>
1	Account Management	3	Days per month	\$2,286	USD\$ \$82,296
	Trade & Marketing Services				
2	• Consumer Marketing • Social Media Management • Trade Engagement • Trade Marketing	30	Days per month	\$22,860	USD\$ \$822,960
3	Press Office Services	7	Days per month	\$5,334	USD\$ \$192,024
TOTAL EXTENDED AMOUNT <i>(including local taxes)</i>					USD\$ \$1,097,280

ADDITIONAL SERVICES

ITEM	DESCRIPTION	EST QTY	UNIT Hourly Rate in \$USD	RATE PER DAY <i>(based on 8 hours day)</i> <i>(including any Tax applicable)</i>
1	Additional Project specific services as and when requested	1	\$155	\$1,240