

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 in print and 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 Mr. John Eric Wissler	2. Registration Number 7012
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3. Name of Foreign Principal Jason G. Schoolmeester
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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, the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 08/24/2022
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

My duties are determined by the principal in conjunction with the actions of the Northern Territory National Security Advisory Group. They are conducted via video teleconference and in person meetings in Australia and the United States.

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

I perform strategic planning for the Northern Territory Government, specifically the Northern Territory National Security Advisory Group, and where appropriate, coordinate meetings with various US Government officials to discuss the strategic value of Australian Northern Territory capabilities.

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

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.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 register<sup>3</sup> 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 register<sup>4</sup> 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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<sup>1</sup> "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.

<sup>2,3,4</sup> 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
04/28/2024	John E Wissler	/s/John E Wissler
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.

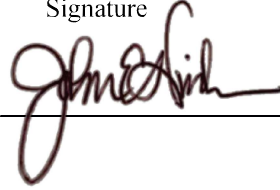
Date

Printed Name

Signature

28 April 2024

John E. Wissler



## **Appendix**

### **Response to Item 10**

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

I perform strategic planning for the Northern Territory Government, specifically the Northern Territory National Security Advisory Group, and where appropriate, coordinate and attend meetings with various US Government officials to discuss the strategic value of Australian Northern Territory capabilities. This includes meeting with US military and Department of Defence officials to discuss the value and capabilities of ports, training ranges, airfields, troop lay down capacities, local government support and local industry support to US, Australian, Allied and partner interests in the Australian Northern Territory.



# **CONSULTANCY SERVICES DEED**

## **NORTHERN TERRITORY NATIONAL SECURITY ADVISORY GROUP**

Department of the Chief Minister and Cabinet  
GPO Box 4396 Darwin NT 0801

# Consultancy Services Deed

## Parties

**BETWEEN:** NORTHERN TERRITORY OF AUSTRALIA care of the Department of Chief Minister and Cabinet (the Territory)

**AND:** The person named at Item 1 (the Consultant)

## Details

Item	Details
<b>Item 1 Consultant</b>	John E. Wissler ABN: N/A Registered for GST: No
<b>Item 2 Address for Service of Notices</b>	<b>For Consultant:</b> Name: John E. Wissler Street Address: 6310 Maryview St, Alexandria, VA 22310 USA Postal Address: 6310 Maryview St, Alexandria, VA 22310 USA Email Address: john.wissler@jpw-solutions.com
	<b>For the Territory:</b> Name: James Bear Position: Senior Director - DefenceNT Street Address: Level 8 NT House 22 Mitchell St, Darwin 0800 NT Postal Address: GPO Box 4396, Darwin NT 0801 Email Address: james.bear@nt.gov.au
<b>Item 3 Services</b>	The scope and duration of all services will be mutually agreed between the Senior Director DefenceNT and the Consultant.  All services must be pre-approved by the Senior Director DefenceNT in writing prior to any work commencing.
<b>Item 4 Services Period</b>	<b>Commencement Date:</b> Backdated to 31 August 2023, effective the latest signing date of both parties. <b>End Date:</b> 1 September 2024.
<b>Item 5 Schedule of Rates</b>	Where the Consultant works: (a) For a period of less than two (2) hours on any particular day, an hourly fee of \$500.00 (GST exclusive); (b) for a period between two (2) hours to four (4) hours on any particular day, a half daily fee of \$2000.00 (GST exclusive); or (c) for a period in excess of four (4) hours on any particular day, a daily fee of \$4,000.00 (GST exclusive).  Payment will be made as per Section 9 of this deed.

<b>Item 6 Travel</b>	It is expected that domestic and/or international travel will be required. The Consultant is entitled to Business Class/equivalent airfares for international and domestic travel required, unless unavailable due to required aircraft type. A travel plan will be mutually agreed between the Senior Director DefenceNT and the Consultant.
<b>Item 7 Agreed Expenses</b>	Reasonable cost of shuttle, rideshare or taxi fares to and from the airport and to and from face to face meetings required by the Territory. Meals while travelling will be covered upon provision of receipts at the completion of travel. Payment will be made as per Section 9 of this deed.
<b>Item 8 Special Conditions</b>	Not applicable

Note this is a standard form contract, and the Agreed Terms may only be amended by way of Special Condition at Item 8.

## Background

- A. DefenceNT is a division of the Northern Territory Government's agency the Department of the Chief Minister and Cabinet. DefenceNT seeks to support the Department of Defence, National Security agencies and the defence community in the Northern Territory and facilitate opportunities for local industry and local workforce to participate in Defence and National Security work (**the Purpose**).
- B. DefenceNT seeks to engage the services of suitability qualified, experienced and knowledgeable Defence specialists (collectively **the Advisory Group**) to consult, advise and assist in the Northern Territory Government's strategic and operational engagement with the Department of Defence, the Australian Government, States and Territories and military allies for the Purpose, including exploring and facilitating opportunities, on an as needs basis.
- C. The Consultant possesses the background, qualifications, experience, subject matter knowledge, standing and/or specialist expertise required to be a member of the Advisory Group and can provide specialist advice and assistance to the Territory that will advance the Purpose.
- D. The Consultant has agreed to be a member of the Advisory Group and deliver the Services on the terms and conditions set out in this Deed.

## Agreed Terms

### 1. Definitions & Interpretation

#### 1.1 Definitions

In this Deed, unless a contrary intention appears:

- (a) **Act** means the *Information Act 2002 (NT)*;

- (b) **Agreed Expenses** means the disbursements and expenses specified in Item 6, payable by the Territory to the Consultant under this Deed;
- (c) **Associate** means a person who is associated with the Consultant because:
  - (i) they have a family relationship; or
  - (ii) they are in partnership; or
  - (iii) one is a company and the other is a director or manager of the company; or
  - (iv) one is a private company and the other is a shareholder in the company; or
  - (v) a chain of relationships can be traced between them under one or more of the above paragraphs;
- (d) **Business Day** means a day which is not a Saturday, Sunday or Public Holiday in Darwin in the Northern Territory;
- (e) **Commencement Date** means the date on which the Services Period will commence specified in Item 4.
- (f) **Confidential Information** means any Information received, observed or otherwise acquired by the Consultant in the course of performing the Services, including Information:
  - (i) which is by its nature confidential;
  - (ii) which is designated as confidential by the person by or for whom the information is provided;
  - (iii) which the Consultant knows, or ought to know, is confidential;
  - (iv) which is Personal Information;
  - (v) which is agreed between the parties as constituting Confidential Information for the purposes of this Deed,and includes the terms (but not the existence) of this Deed, but excludes Information which:
  - (vi) is or becomes public knowledge other than by:
    - A. fault of a party;
    - B. breach of this Deed; or
    - C. any other unlawful means;
  - (vii) was already in the possession of the party who receives the Information (the "**Receiving Party**") without restriction in relation to disclosure before the other party gave it to the Receiving Party; or
  - (viii) had already been independently developed or acquired by the Receiving Party before the other party gave it to the Receiving Party;
- (g) **Date of this Deed** means the date the last party to sign this Deed does so;
- (h) **Deed** means this document, and a reference to a recital, clause, schedule, item, attachment or annexure is a reference to a recital, clause, schedule, item, attachment or annexure of or to this Deed, and all clauses, schedules, items, attachments and annexures form part of this Deed;
- (i) **Deed Information** means all Information:
  - (i) brought into existence under or in accordance with this Deed or for the purpose of performing a party's obligations under this Deed;

- (ii) incorporated in, supplied or required to be supplied along with the Information referred to in clause 1.1(i)(i); or
- (iii) copied or derived from Information referred to in clauses 1.1(i)(i) or 1.1(i)(ii);
- (j) **Direct Interest** means a matter in which the Consultant is or may become directly (personally, administratively or financially) involved in the business, management or conduct of, including through ownership of assets, shares or other interests, or by having any control or authority over;
- (k) **End Date** means the date specified in Item 4 on which the Services Period expires, or such other date as is determined or extended in accordance with the terms of this Deed;
- (l) **Indirect Interest** means a matter that an Associate is or may become (personally, administratively or financially) involved in the business, management or conduct of, including through ownership of assets, shares or other interests, or by having any control or authority over;
- (m) **Information** includes documents, software, information and data stored, provided or disclosed by any means, whether electronic, written or otherwise, and where relevant, includes information provided verbally or visually;
- (n) **Intellectual Property** means all intellectual property rights including patents, copyright, registered designs, trademarks and any right to have Confidential Information kept confidential;
- (o) **Item** means an Item in the Details section of this Deed;
- (p) **Personal Information** means all information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with this Deed;
- (q) **Privacy Laws** means:
  - (i) the Act; and
  - (ii) the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to this Deed; and
- (r) **Schedule of Rates** means the rates specified in Item 5 payable by the Territory to the Consultant under this Deed;
- (s) **Services** means the services, duties and responsibilities described in Item 3, and includes all work, functions, outputs, deliverables and other requirements of or incidental to the Services or which are necessary for the proper performance and provision of the Services for the Purpose;
- (t) **Services Period** means the means the period specified in Item 4 commencing on the Commencement Date and expiring on the End Date;
- (u) **Special Conditions** means the Special Conditions at Item 7 (if any);
- (v) **Territory Information** means any Information provided by the Territory to the Consultant for the purposes of this Deed, either directly or indirectly, or which is copied or derived from Information so provided, and includes the Territory's Confidential Information; and
- (w) **Travel** means the travel described in Item 6.

## 1.2 Interpretation

In this Deed:

- (a) if a word or phrase is defined, its other grammatical forms have corresponding meaning;

- (b) a word which means the singular also means the plural and vice versa;
- (c) the word “including” is not a word of limitation, and is to be interpreted as though it were immediately followed by the words “but not limited to”;
- (d) headings and sub-headings have been included for ease of reference only and have no effect in limiting or extending the language of the provision to which they refer;
- (e) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, on both parties and all parties;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it; and
- (h) a reference to dollars and \$ is to Australian currency only.

### 1.3 **Conflict and Precedence**

If there is a conflict between any part of this Deed, the provisions or documents will be interpreted in the following order of priority from highest to lowest, and the terms of a higher ranked provision or document will prevail over a lower ranked provision document to the extent of the inconsistency:

- (a) Agreed Terms;
- (b) Details;
- (c) Background;
- (d) documents incorporated into this Deed by reference.

## 2. **Services Period**

### 2.1 The Services Period:

- (a) commences on the Commencement Date; and
- (b) unless earlier terminated or extended in accordance with this Deed, expires on the End Date.

2.2 Prior to expiry, this Deed may be extended by a term mutually agreed to by each party, and the terms of this Deed will continue to apply for that extended term.

## 3. **Warranties**

### 3.1 The Consultant warrants and represents that:

- (a) they are not bound by confidentiality or other legal or moral obligations to any third party that may impact or inhibit their ability to effectively provide the Services under this Deed; and
- (b) they possesses the background, qualifications, experience, subject matter knowledge, standing and specialist expertise represented by them to the Territory that is required to be a member of the Advisory Group, to provide specialist advice and assistance to the Territory for the Purpose, on which representation the Territory relies.

## 4. **Group Panel Arrangement**

### 4.1 The Consultant acknowledges and agrees that:

- (a) they are a member of a group of consultants and standing arrangements have been entered into with more than member of the Advisory Group for provision of the same or similar services;

- (b) members of the Advisory Group have been selected on the basis of their background, qualifications, experience, standing and specialist expertise in various areas relevant to Department of Defence activity;
- (c) services will be sought from Advisory Group members by the Territory at its discretion on the basis of the Territory's opinion which member or members are the best fit to meet the individual requirement at the relevant time;
- (d) there is no guarantee of any or any particular quantity or frequency of work under this Deed; and
- (e) the Territory may appoint additional contractors to the Advisory Group at any time at its discretion.

## 5. Public Accountability

5.1 The Consultant acknowledges and agrees that:

- (a) the Territory may do anything in connection with this Deed for compliance with the Northern Territory Government's public accountability responsibilities, including legislative obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017 (NT) (ICAC Act)*; and
- (b) the Consultant acknowledges that they are a "public body" for the purposes of the ICAC Act with respect to the Services and is subject to mandatory obligations under that Act to report suspected improper conduct.

## 6. Engagement as Independent Consultant

6.1 The parties agree the Consultant is engaged to provide the Services as an independent contractor (and not as an employee) and:

- (a) the Consultant is carrying out trade or business of their own under this Deed; and
- (b) subject to the terms of this Deed, the Consultant is free to carry out trade or business for other persons.

6.2 If required by law, the Consultant must hold an Australian Business Number (ABN) and be registered for GST.

6.3 Except as provided for in this Deed, the Territory will not and is not entitled to control how or the way in which the Consultant performs the Services. Nothing in this Deed prevents the Territory from seeking the same or similar services from another contractor if it considers it useful to do so.

6.4 To the extent permitted by law, the Consultant acknowledges and agrees that they:

- (a) will not be or become an employee of the Territory by virtue of this Deed (and must not represent themselves as a partner, joint venturer, officer or employee of the Territory);
- (b) is not engaged or remunerated with reference to any occupational award or enterprise agreement;
- (c) except for the Schedule of Rates and Agreed Expenses, is not entitled to any other payment in respect of the Services, including wages, salary, allowances (such as travel, motor vehicle, meals and the like), overtime, or leave accruals (such as personal leave, annual leave, parental leave and the like) (**Entitlements**);
- (d) is not entitled to superannuation other than in accordance with this Deed; and
- (e) has no right or authority to bind the Territory.

6.5 If, despite the terms of this Deed, the Consultant is deemed by law to be an employee of the Territory, then to the extent permitted by law:

- (a) the Fees are inclusive of all Entitlements; and
- (b) the Consultant releases the Territory from, and indemnifies and shall keep indemnified the Territory against, any claim, demand, charge, interest, loss, penalty, cost and expense (including reasonable legal fees) which the Territory may sustain or incur or be or become liable for.

## **7. Conduct of the Services**

- 7.1 The parties acknowledge that the Consultant is engaged for their professional standing, knowledge and expertise, and the Consultant must:
- (a) personally perform the entirety of the Services; and
  - (b) not delegate, sub-contract or otherwise assign the Services, either in whole or in part.
- 7.2 During the Services Period, the Consultant must perform the Services when reasonably required by the Territory. The scope and duration of all services must be pre-approved by the Territory in writing prior to commencement.
- 7.3 The Consultant must perform the Services:
- (a) with all due care, skill and diligence;
  - (b) in an ethical manner and to the highest professional standards;
  - (c) while exercising the utmost good faith;
  - (d) if required, in collaboration with other Advisory Group members in a manner that aims to advance the Purpose;
  - (e) in accordance with the Territory's reasonable directions; and
  - (f) subject to the terms of this Deed.
- 7.4 The Services may require, and the Consultant must make themselves available for, the Travel, provided that the Territory has given the Consultant a minimum of one (1) months' notice of the proposed Travel dates.
- 7.5 The Consultant must keep the Territory adequately informed of significant periods in which the Consultant is, or may be, unavailable to perform or fulfil the Services during the Term.
- 7.6 Other than as expressly authorised by the Territory, the Consultant has no authority to, will not and cannot:
- (a) enter into any contracts or other legal documents or any commitments, undertakings or other arrangements in the name of or on behalf of the Northern Territory Government; or
  - (b) take any act or step to bind or commit the Northern Territory Government in any manner.

## **8. Security Clearances**

- 8.1 The Consultant must ensure that they obtain, maintain and provide to the Territory, any visa, work permit or security checks or clearances required by the Territory from time to time for the Consultant to perform the Services.
- 8.2 If the Consultant:
- (a) fails to provide any visa, work permit or security checks or clearances when required by the Territory; or
  - (b) has a criminal history record that reveals a conviction of an offence or is subsequently charged with or convicted of an offence, which in the opinion of the Territory indicates the Consultant is unsuitable for the Services,

the Territory may, in its absolute discretion, take action pursuant to clause 22.3 and the Consultant will not have any claim to compensation by reason of any such action.

## **9. Schedule of Rates**

9.1 In consideration for performing the Services, the Territory will pay the Consultant in accordance with the Schedule of Rates, together with the Agreed Expenses, on receipt of an undisputed itemised GST-compliant tax invoice from the Consultant.

9.2 Tax invoices submitted by the Consultant must:

- (a) be rendered within seven (7) days of performance of the Services or the Territory requesting an invoice;
- (b) detail the number of hours and days spent by the Consultant on the Services, which must be supported by contemporaneously maintained timesheets;
- (c) separately set out amounts claimed for Agreed Expenses, substantiated with original receipts or invoices; and
- (d) contain such other details as the Territory may from time to time require.

9.3 the Territory will not be liable to pay to the Consultant any cost, fee, disbursement or expense other than those expressly set out in this Deed, including unsubstantiated expenses.

9.4 Any disputes regarding tax invoices will be dealt with pursuant to clause 20.

9.5 Notwithstanding any other provision of this Deed, the Territory will not be liable to pay for any period:

- (a) not actually worked by the Consultant;
- (b) not substantiated by contemporaneously maintained timesheets; or
- (c) not authorised by the Territory.

## **10. Travel and Accommodation**

10.1 The Consultant acknowledges that the Services may require travel to or within Australia. All travel must be consistent with the Northern Territory Government's travel policy framework (at <https://ntgcentral.nt.gov.au/travel-policy-framework>).

10.2 The booking of travel, including accommodation, is the responsibility of the Consultant, the need for which and the cost of which is subject to the prior approval of the Territory on production by the Consultant of an acceptable quote, which approval must be obtained by the Consultant prior to booking, and will be reimbursed in accordance with this Deed.

10.3 the Territory will pay the Consultant's travel expenses incurred in accordance with the pre-approval at cost identified as disbursements on a tax invoice and on receiving receipts substantiating the expenses.

10.4 Unless expressly permitted as Agreed Expenses, the Territory will not pay for:

- (a) business or first class airfares;
- (b) meals, beverages or entertainment expenses; or
- (c) vehicle allowance.

10.5 In the event the performance or delivery of Services is cancelled by the Consultant without reasonable justification satisfactory to the Territory, the Consultant will be responsible for actual expenses incurred by the Territory, which may be set off by the Territory as a debt due and owing by the Consultant against payment of Fees.

## 11. GST and Taxes

- 11.1 Other than as expressly set out in this Deed, the Consultant is liable to pay all taxes, duties and other government charges in connection with the Services (including, if applicable, any tax liability under Commonwealth income tax legislation or that of a foreign country).
- 11.2 Unless the context otherwise requires:
- (a) **GST** means any tax imposed on Supply by or through the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (the GST Act)*; and
  - (b) terms used in this clause have the meaning assigned to that term in the GST Act.
- 11.3 Unless otherwise indicated, the consideration expressed to be payable under this Deed for any Supply made under or in connection with this Deed is exclusive of GST.
- 11.4 If applicable, the Supplier and the Recipient agree that the consideration payable to the Supplier will be increased by an amount equal to the GST payable on the Supply calculated in accordance with the Act and on the value stipulated in the Act in relation to the Supply.
- 11.5 The party making a Supply must provide the Recipient with a tax invoice and/or adjustment note in relation to the Supply prior to an amount being paid by the Recipient under this Contract and must do all things reasonably necessary to enable and assist the Recipient to claim and obtain any Input Tax Credit available to it in respect of a Supply.

## 12. Insurance and Risk

- 12.1 The Consultant must take out and keep in force, for so long as any obligations remain in connection with this Deed, insurance policies in sufficient amounts to insure for their risks and liabilities in connection with this Deed (such as workers compensation or income protection, travel, professional indemnity (including run off cover), and loss, damage or theft of property) and provide us with written proof from their insurers on request.
- 12.2 The Consultant must not do or omit to do or permit to be done or omitted any act where any insurance required under this clause may be rendered void or voidable.
- 12.3 Where the Territory advises the Consultant in writing that the requirement to hold a professional indemnity insurance is waived, the Consultant is not obliged to hold professional indemnity insurance under clause 12.1.
- 12.4 The Consultant accepts all risks in respect of this Deed, including the risk of:
- (a) all liabilities associated with:
    - (i) occupational health and safety;
    - (ii) environmental issues;
    - (iii) payments and liabilities to third parties;
    - (iv) personal injury;
    - (v) travel;
    - (vi) taxes and superannuation; and
    - (vii) damage or loss of the Consultant's personal property and equipment; and
  - (b) compliance with all laws relating to their obligations under this Deed.

## 13. Release and Indemnity

- 13.1 The Consultant releases to the full extent permitted by law, the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause 12.4, loss of or

damage to any property, or injury or death to any person, arising out of any involvement of those released pursuant to this Deed.

13.2 The Consultant indemnifies (and keeps indemnified) the Territory and its officers, employees, agents, sub-contractors, visitors and invitees (in this clause referred to as 'those indemnified') against any:

- (a) loss, damage or other liability incurred by those indemnified; and
- (b) loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),

that is caused by or arises from:

- (c) the risks referred to in clause 12.4;
- (d) an act or omission by the Consultant in connection with this Deed or the Services, except to the extent the Territory is legally liable for the loss, damage or other liability as a result of their own negligence act or omission; and/or
- (e) a failure by the Consultant to comply with any or all of the Consultant's obligations under this Deed.

#### 14. Application of the *Superannuation Guarantee (Administration) Act 1992*

14.1 Where:

- (a) the Consultant is likely to be deemed an employee of the Territory for the purposes of section 12(3) of the *Superannuation Guarantee (Administration) Act 1992* (Cth) (**SG Act**); and
- (b) the Territory is required to make superannuation contributions in respect of the Consultant under the SG Act, the Territory will deduct the minimum superannuation guarantee amount employers must pay to comply with the SG Act (**SG Contribution**) from the fees payable under the Schedule of Rates and pay the SG Contribution to the Consultant's nominated account with a complying superannuation fund or scheme or otherwise in accordance with the SG Act; and
- (c) the Consultant must do all things reasonably necessary (including executing documents and providing superannuation account details and a tax file number) to assist the Territory to pay the SG Contribution.

14.2 Where no deduction is made from the fees payable under the Schedule of Rates for a SG Contribution and the Territory is or becomes liable to pay a SG Contribution or superannuation guarantee charge in respect of a Consultant:

- (a) the Territory must pay the SG Contribution or any superannuation guarantee charge in accordance with the SG Act; and
- (b) the Consultant must pay to the Territory the equivalent amount of the greater of the SG Contribution and any superannuation guarantee charge paid as a debt due and payable to the Territory, which may be set off against fees payable under the Schedule of Rates at the Territory's discretion.

#### 15. Pay As You Go Withholding

15.1 For the purposes of this clause 15 unless the context otherwise requires:

- (a) **PAYG Act** means A New Tax System (Pay As You Go) Act 1999;
- (b) **PAYG instalments** means an amount the Supplier is liable to pay under the PAYG Act;
- (c) **PAYG withholding** means the withholding amount a recipient of a supply is obligated to withhold in accordance with the PAYG Act;

- (d) **Voluntary Deed** means a Deed for the purposes of section 12-55 of the PAYG Act and one that meets the requirements set down by the Commonwealth Commissioner of Taxes for the purposes of that section.
- 15.2 If applicable, the Consultant acknowledges that they are eligible to enter into a Voluntary Deed for the purposes of PAYG withholding, but has decided not to. The Consultant warrants to the Territory that they will:
  - (a) make their own arrangements in respect of PAYG instalments; and
  - (b) indemnify and keep indemnified the Territory from and against any loss, penalties, costs and expenses which the Territory may incur under or in connection with section 16-35 or any other provision of the PAYG Act, for not withholding any payment made to the Consultant.

## 16. Conflict of Interest

- 16.1 The Consultant has a conflict of interest if the Consultant has a Direct Interest or an Indirect Interest (**Conflict**).
- 16.2 The Consultant warrants that, at the Date of this Deed, to the best of the Consultant's knowledge, no Conflict exists or is likely to arise in the performance of the Consultant's obligations under this Deed.
- 16.3 If, during the Term, the Consultant becomes aware of a potential, perceived, or actual Conflict, the Consultant must immediately disclose the nature and extent of the interest or matter that gives rise to the potential, perceived, or actual Conflict to the Territory, and the steps the Consultant proposes to take to resolve or deal with the Conflict.
- 16.4 If the Conflict is not of a nature that it can be resolved or dealt with, or the parties are unable to reach agreement within ten (10) Business Days of notification pursuant to clause 16.3, the Territory may, in its absolute discretion, take action pursuant to clause 22.3 and the Consultant will not have any claim to compensation by reason of any such action.
- 16.5 Information provided by the Consultant under clause 16.3 will be treated as confidential by the Territory.

## 17. Intellectual property

- 17.1 Ownership of all Territory Information remains vested at all times in the Territory.
- 17.2 The Consultant must ensure that Territory Information is used, copied, supplied or reproduced only for the purposes of fulfilling the Consultant's obligations under this Deed and for no other purpose.
- 17.3 If the Territory advises the Consultant of any restrictions or conditions attached to Territory Information, the Consultant must only use that Territory Information in accordance with those conditions.
- 17.4 On the expiry or sooner termination of this Deed, the Consultant must return to the Territory, or delete or destroy (at the Territory's option) all Territory Information remaining in the possession of the Consultant to the Territory.
- 17.5 The Intellectual Property in all Deed Information will vest solely in the Territory. the Territory has the right to use such Deed Information for any purpose it may require.
- 17.6 the Territory grants to the Consultant a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Deed Information for the sole purpose of performing the Services during the Term, and not for any other purpose.
- 17.7 On the expiry or sooner termination of this Deed, if requested by the Territory, the Consultant must deliver all Deed Information in the Consultants possession or control to the Territory.

- 17.8 If requested by the Territory to do so, the Consultant must bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to this clause.
- 17.9 The Consultant warrants that the Consultant is entitled, or will be entitled or will procure that they are entitled at the relevant time, to deal with the Intellectual Property in any Deed Information in the manner provided for in this clause.
- 17.10 This clause 17 will survive the expiration or earlier termination of this Deed.

## **18. Confidential Information and Privacy**

- 18.1 Subject to clause 18.3, the Consultant will not, without the prior written consent of the Territory, use or disclose any Confidential Information.
- 18.2 In giving written consent to use or disclose its Confidential Information, the Territory may impose such conditions as it thinks fit, and the Consultant agrees to comply with those conditions.
- 18.3 The obligations on the Consultant under this clause 18 will not be breached where that Confidential Information:
  - (a) is disclosed by the Consultant to their employees solely in order to comply with obligations, or to exercise rights, under this Deed, or is disclosed to the Consultant's internal management personnel, solely to enable effective management or auditing of Deed-related activities;
  - (b) is required by law to be disclosed;
  - (c) is in the public domain otherwise than due to a breach of this clause 18.
- 18.4 The Consultant must:
  - (a) deal with all Personal Information collected or obtained pursuant to this Deed in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation;
  - (b) ensure that any other person who may have access to Personal Information held by the Consultant for the purpose of this Deed, is aware of and undertakes to not access, use, disclose or retain Personal Information except in performing their duties as they relate to this Deed;
  - (c) collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling the Consultant's obligations under this Deed;
  - (d) at the expiration or earlier termination of this Deed, or such longer period as any Personal Information is required to be held or retained by the Consultant pursuant to this Deed, either return to the Territory, or at the Territory's request, delete or destroy, all Personal Information received, created or held by the party for the purposes of this Deed; and
  - (e) indemnify the Territory in respect of any claim, liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Consultant under this clause 18.
- 18.5 This clause 18 will survive the expiration or earlier termination of this Deed.

## **19. Notices**

- 19.1 All communications required to be given in writing in this Deed must be given by hand delivery, registered post or by email to the relevant party's Address for Service of Notices at Item 2.
- 19.2 A communication delivered:

- (a) personally is taken to have been received on delivery;
- (b) by prepaid post is taken to be received on the 6th business day after posting; and
- (c) by email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated electronic notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.

## 20. Disputes

- 20.1 The parties agree not to initiate legal proceedings in relation to a dispute arising out of this Deed unless they have first tried to resolve the dispute by negotiation (escalated to the Territory's Chief Executive or his/her authorised delegate where necessary) and, where the dispute remains unresolved, by mediation.
- 20.2 This procedure for dispute resolution does not apply to disputes in respect of:
  - (a) matters relating to Entitlements, SG Contributions, or hours of service;
  - (b) termination in accordance with this Deed;
  - (c) urgent litigation; or
  - (d) where a party unreasonably fails to participate in negotiation or mediation.

## 21. Intervening Event

- 21.1 The Consultant must promptly notify the Territory if they are unable to perform any part of their obligations under this Deed due to a circumstance or event which could not reasonably have been foreseen by them and is caused by circumstances beyond their reasonable control (but does not include circumstances caused by acts or omissions of the Consultant, the Consultant's officers, employees, subcontractors or agents) ("**Intervening Event**").
- 21.2 The notification must include full details of the Intervening Event, the extent to which the Consultant will be unable or be delayed in performing their obligations under the Agreement, any proposal to remedy or abate the delay, and an estimate of the extension of time required.
- 21.3 In the event of an Intervening Event, the Consultant's performance under this Deed shall be suspended for the period that the event continues and the Consultant will have a reasonable extension of time for performance of their obligations in the circumstances.
- 21.4 The Consultant must use all reasonable diligence and employ all reasonable means to remedy, mitigate or abate the Intervening Event as expeditiously as possible, and resume performance as soon as possible after the Intervening Event has ceased or has abated to an extent which permits resumption of performance, and notify the Territory of resumption.
- 21.5 If resumption has not occurred within two (2) months of receipt of the notice of the Intervening Event, then notwithstanding this clause 21, either party may terminate this Deed by 30 days' notice.

## 22. Termination

- 22.1 Either party may terminate this Deed at any time by giving not less than three (3) months' notice in writing to the other of their intention to terminate this Deed, in which case this Deed shall terminate with effect from the date specified in the notice.
- 22.2 A party (the "**Aggrieved Party**") may terminate this Deed immediately by written notice to the other party (the "**Defaulting Party**") if the Defaulting Party has breached any provision of this Deed, and the Defaulting Party has failed to comply with a notice provided by the Aggrieved Party requiring that the Defaulting Party remedy the breach within the time specified in the notice (such time being a reasonable period of time according to the nature of the breach), or having received such a notice, the Defaulting Party commits a further breach of the same or similar obligations, whether or not the original breach has been rectified.

- 22.3 the Territory may immediately terminate this Deed by written notice to the Consultant in the following circumstances:
- (a) the Consultant becomes bankrupt or makes any arrangement or composition with the Consultant's creditors, or the Territory reasonably suspects that this has occurred or is likely to occur;
  - (b) the Consultant is charge with, or convicted of, a criminal offence;
  - (c) the Consultant is, in the opinion of the Territory, incapable, unable, unwilling, or no longer suited to, carrying out the Services in full or in part by reason of inability, incompetence, misconduct, physical or mental incapacity, failing to disclose or adequately manage a conflict, or behaviour inconsistent with the Services, Purpose or intention of the Advisory Group;
  - (d) in the opinion of the Territory, the Consultant has unreasonably or repeatedly failed to meet any of their obligations in this Deed; or
  - (e) where any clause in this Deed provides that this clause 22.3 applies.
- 22.4 On termination, the parties will:
- (a) cease performance of their obligations under the Deed; and
  - (b) immediately do everything possible to mitigate all losses, costs and expenses, arising from the termination.
- 22.5 Termination of this Deed does not affect any right or liability of a party accrued prior to termination, nor will it affect the coming into force, or the continuation in force, of any provision of this Deed that is expressly, or by implication, intended to come into or continue to be in force on or after the termination.
- 22.6 On termination, the Territory is not obliged to pay any further amount to the Consultant, except to the extent that those monies have already been reasonably incurred for performance of the Services prior to termination.

## **23. General**

- 23.1 Variation: No variation of this Deed will be effective unless in writing and signed by the each of the parties.
- 23.2 Governing Law: This Deed is to be construed and interpreted in accordance with the law of the Northern Territory of Australia and the parties submit to the non-exclusive jurisdiction of the Courts of the Northern Territory.
- 23.3 Severability: If a court determines that a word, phrase, sentence, paragraph or provision in this Deed is unenforceable, illegal or void then it shall be severed and the other provisions of this Deed shall remain operative.
- 23.4 Entire Agreement: This Deed constitutes the entire agreement between the parties relating to its subject matter, and supersedes any previous agreements or understandings.
- 23.5 Counterparts: This Deed may be signed in any number of counterparts and all such counterparts when taken together constitute one instrument.
- 23.6 No waiver: A failure by a party to enforce an obligation, make a claim, or exercise a right or remedy, under this Deed, including consequent upon a breach, will not constitute a waiver of the obligation, claim, right or remedy, unless the waiver is in writing and signed by an authorised representative of that party.
- 23.7 Time is of the Essence: Time is of the essence for Services obligations under this Deed.
- 23.8 Transfer and Assignment: Neither party may transfer, assign or otherwise dispose of any of its rights, duties, benefits, obligations or interests under this Deed without the other party's prior written consent.

- 23.9 Survival: The expiry or termination of this Deed does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Deed (including indemnities, intellectual property ownership and rights, confidentiality and privacy obligations).
- 23.10 Compliance with laws: Without limiting any other provision of this Deed, the Consultant must at all times comply with all relevant laws applicable to the Services.
- 23.11 Costs: The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Deed.

## Signing

Executed by the parties as a Deed.

SIGNED SEALED AND DELIVERED for and )  
 on behalf of the Northern Territory of )  
 Australia pursuant to a delegation )  
 under the *Contracts Act 1978* (NT) in the )  
 presence of: )

Delegate

Full name:

*JASON GARGAGY SCHOOL MASTER*

Date:

*16 / 2 / 2024*

*[Signature]*  
 Witness full name: *James [unclear]*  
*16/02/24*

SIGNED SEALED AND DELIVERED by )  
 the Consultant in the presence of: )

Consultant

Full name: **John E Wissler**

Date: **08 / February / 2024**

*Susan L. Wissler*  
 Witness full name: **Susan L. Wissler**