Received by NSD/FARA Registration Unit 11/20/2026 8:50:25 AM

OMB No. 1124-0006; Expires September 30, 2029

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
BPCM NYC, LTD.

2. Registration Number
7799

3. Primary Address of Registrant
20 Jay Street, Suite 900, Brooklyn, NY 11201

4. Name of Foreign Principal
Tourism Australia

5. Address of Foreign Principal
180 George Street, Level 28
Sydney, NSW Australia
AUSTRALIA 2000

6. Country/Region Represented
AUSTRALIA

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

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Tourism Australia

b) Name and title of official(s) with whom registrant engages
Georgia Harman

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.

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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.

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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
11/18/2026	Victor De Vita	Sign	/s/Victor De Vita
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
11/18/26	Victor DeVita	

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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	2. Registration Number
BPCM NYC, LTD.	7799

3. Name of Foreign Principal

Tourism Australia

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? 11/17/2026

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

BPCM NYC LTD will be providing strategic earned media services targeting the High-Yielding US traveler.

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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.

See Appendix for Response

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 registration[2] 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 register[3] 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

13. During the period beginning 60 days prior to the obligation to register[4] 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

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.

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EXECUTION

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Date	Printed Name		Signature
11/18/2026	Victor De Vita	Sign	/s/Victor De Vita
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
11/18/26	Victor DeVita	

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Appendix
Response to Item 9

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

Deliverable Description
Annual high-level plan
Delivery of high-level proposal, developed in consultation with Tourism Australia, outlining approach to relevant storytelling and media hosting for the 12 months ahead.
Priority Media Contact List
A comprehensive, active database of high-priority media contacts within and outside of the travel vertical, including editors, freelancers, and digital tastemakers from mandated titles (e.g., Condé Nast Traveler, Travel + Leisure, Robb Report, Vogue, as well as more niche and up-and-coming Docusign Envelope ID: 30A51A92-3930-8E9F-8251-10F587CA4D91
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writers who have genuine needle-shifting potential). This list will serve as the playbook for engagement for the year ahead.
Quarterly Strategic Pitch Angles
Distribute a minimum of three proactive, feature-driven pitch narratives developed per quarter, packaging seasonal hooks, cultural moments, and luxury wellness offerings for the US market. Developed with support from Tourism Australia.
IMHP Support
Vetted lists of top-tier journalists and contributors identified as high-priority targets for up to four media immersion trips to Australia annually. Manage outreach and initial comms with target, alongside nurturing the relationship upon return to the US.
Note, Tourism Australia has a dedicated, Sydney-based team that manages all media itineraries. Itinerary management and bookings are not a requirement of this scope.
Monthly Performance & Insight Reports
Detailed reports outlining feature placements secured, quality indicators (length, imagery, positioning), and a qualitative summary of journalist engagement and sentiment.
Media Briefing Execution
Organisation and hosting of two curated editor dinners or briefings in NYC and representation of TA at three key industry events.

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Australian Government | Tourism Australia

Long Form Services Agreement

between

TOURISM AUSTRALIA

and

BPCM NYC LTD

in relation to Media Relations Consultancy Services NYC
Financial Year 2027/28, 2028/29

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Schedule1 : Agreement Details

Parties		
Supplier	**Company**	BPCM NYC Ltd.
	Company number	135122633
	Address	20 Jay Street, Suite 920, Brooklyn, NY 11201 USA
Notices to Supplier	**Contact**	Victor De Vita Partner
	Address	20 Jay Street, Suite 920, Brooklyn, NY 11201 USA
	Telephone number	+1 347 567 3893
	Email address	[redacted]
Commercial Supplier contact	**Contact**	Victor De Vita - Partner | 20 Jay Street, Suite 920 Brooklyn, NY 11201 USA | (T) +1 347 567 3893 (E)[redacted]
Tourism Australia or **TA**	**Company**	Tourism Australia
	ABN	[redacted]
	Address	Level 28, 180 George Street Sydney, NSW 2000 Australia
Notices to TA	**Contact**	General Counsel
	Address	Level 28, 180 George Street Sydney, NSW 2000 Australia
	Telephone number	+61 2 9360 1111
	Email address	[redacted]
Commercial TA contact	**Contact**	Georgia Harman – PR & Communication Director, The Americas | Tourism Australia, Level 28, 180 George Street, Sydney NSW 2000 | (M) +1 917 860 5056 (E) [redacted]
Term		
Commencement Date	The date this agreement is signed by both parties.	
Expiration Date	11 November 2027	

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Extension Period	**Optional Extension Period 1**: 12 November 2027 – 11 November 2028
Services	
Services	The Supplier will serve as Tourism Australia's retained NYC-based Media Relations Consultancy, providing strategic earned media services targeting the High-Yielding US traveller. The Supplier must perform the following core service components: **1. Top-Tier Media Targeting and Relationship Management** • Leverage deep, existing networks to ensure TA remains a priority for New York's most influential media outlets. • Maintain and continuously update an active list of high-priority, US-based media contacts with audiences closely aligned to TA's target audience. • Conduct regular 1:1 editor briefings (in-person in NYC preferred), personally led by the designated Partner, to position TA as a primary source for travel commentary and luxury insight. • Manage relationships across mandated priority travel, lifestyle, design, business and trade media titles. • Identify and cultivate new relationships with emerging, authoritative voices in travel and culture through independent channels (e.g., Substack, beehiiv, podcasts). **2. Strategic Narrative and Pitch Development** • Translate Australian tourism products into compelling, feature-driven stories that resonate with the US luxury consumer. • Develop and formally distribute at least three (3) proactive pitch angles per quarter, focusing on feature-driven storytelling (beyond simple mentions), packaging seasonal hooks, cultural moments, and luxury wellness offerings. • Integrate independent and non-traditional media platforms into the quarterly pitch mix. **3. International Media Hosting Program (IMHP) Support** • Identify and thoroughly vet targets for at least four (4) media immersion trips to Australia annually, matching journalists with premium itinerary themes. • Apply the Supplier's proprietary six-point vetting screen to qualify all proposed IMHP targets prior to recommendation. • Conduct pre-departure phone screenings with confirmed journalists to establish the narrative arc and confirm editorial sign-off. • Manage post-trip editorial follow-up to maximise the likelihood of published coverage. *(Note: Logistical booking and itinerary development remain the responsibility of TA's internal IMHP team).* **4. Market Representation and Reporting** • Attend up to three (3) key industry/media events annually (including FT Business of Luxury Summit, Vogue Business Global Summit, and Travel + Leisure World's Best Summit). • Organise and host two (2) curated editor dinners or high-level briefings annually in NYC.

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Provide detailed performance reporting across integrated monitoring platforms (e.g., Cision, Launchmetrics, Muck Rack, Lefty) mapped directly to TA's KPI framework at cadence dictated by the Tourism Australia team.

5. Sustainability Integration

Maximise resource efficiency in the planning of NYC-based events (e.g., prioritising venues with Smart Catch or equivalent sustainable sourcing credentials).
Track and offset all Supplier air travel arising from this contract, aligned to the Gold Standard, with supporting documentation captured in monthly reports.
Proactively identify and pitch nature, marine conservation, indigenous-led travel, and sustainable tourism narratives.

6. Ethical Conduct and Practices

Uphold all fundamental principles of the Commonwealth Supplier Code of Conduct.
Ensure all personnel and approved subcontracted staff are engaged under lawful conditions and paid at least the applicable local legal minimum wage.
Maintain complete operational transparency, explicitly disclosing any use of offshore content networks or digital freelancers prior to engagement.

7. Value Add / Innovation

Suggest proactive approaches to continuous improvement to enhance TA's efficiency.
Apply the 'hybrid-voice' vetting standard to maximise compounding value across a target's traditional bylines and independent channels (e.g., newsletters, podcasts).

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<td>Service Standards</td>
<td>
The Supplier must meet the following minimum Key Performance Indicators (KPIs). Note, at partnership commencement, Tourism Australia may elect to set stretch KPIs as mutually approved with BPCM
<table>
<tr><th>KPI</th><th>Description</th><th>Measure</th></tr>
<tr><td>Secured media visits</td><td>Successful delivery of a premium calendar of ultra top tier IMHP visits that drive outstanding storytelling outcomes for Australia</td><td>Secure and manage end-to-end traveler communication (pitch, output negotiations, follow up post-travel) with a minimum of 4 x top tier IMHP targets (as mutually agreed with Tourism Australia</td></tr>
<tr><td>Tier 1 Feature Placements</td><td>The number of high-value, dedicated feature stories secured in priority US titles or platforms.</td><td>Minimum of 4 unique feature stories secured per quarter (targets to be finalised post-award) in pre-agreed, top tier media outlets. These features may be driven</td></tr>
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			from press office outreach or through coverage resulting from dedicated IMHP visits secured and managed in full by BPCM. *Note, simple passing mentions or destination inclusions do not count towards this key 'feature' measure.*
	Media Quality Score	Assessment of secured coverage based on feature length, use of high-quality imagery, and alignment with TA's brand positioning.	80% or higher of secured coverage must include at least two of TA's defined "Quality Indicators" (including key messaging inclusion, image / video inclusion, industry or executive spokesperson inclusion). Assessment will also include analysis of the features cross-channel influence (e.g journalist / outlet amplification across social media channels)
	Audience Sentiment & Engagement	Qualitative measure of how the New York media community views Australia as a destination and TA as a source of commentary.	Measured through monthly journalist feedback and sentiment tracking in reports.
	Share of Voice (SoV) vs Competitors	Australia's earned media presence in priority titles compared to key competitor destinations (e.g., New Zealand, Japan, South Africa).	Maintain or increase Australia's SoV in the luxury travel vertical within the US market.

Deliverables

The Supplier must provide the following specific items:

Deliverable	Description
Annual high-level plan	Delivery of high-level proposal, developed in consultation with Tourism Australia, outlining approach to relevant storytelling and media hosting for the 12 months ahead.
Priority Media Contact List	A comprehensive, active database of high-priority media contacts within and outside of the travel vertical, including editors, freelancers, and digital tastemakers from mandated titles (e.g., Condé Nast Traveler, Travel + Leisure, Robb Report, Vogue, as well as more niche and up-and-coming

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		writers who have genuine needle-shifting potential). This list will serve as the playbook for engagement for the year ahead.
	Quarterly Strategic Pitch Angles	Distribute a minimum of three proactive, feature-driven pitch narratives developed per quarter, packaging seasonal hooks, cultural moments, and luxury wellness offerings for the US market. Developed with support from Tourism Australia.
	IMHP Support	Vetted lists of top-tier journalists and contributors identified as high-priority targets for up to four media immersion trips to Australia annually. Manage outreach and initial comms with target, alongside nurturing the relationship upon return to the US. *Note, Tourism Australia has a dedicated, Sydney-based team that manages all media itineraries. Itinerary management and bookings are not a requirement of this scope.*
	Monthly Performance & Insight Reports	Detailed reports outlining feature placements secured, quality indicators (length, imagery, positioning), and a qualitative summary of journalist engagement and sentiment.
	Media Briefing Execution	Organisation and hosting of two curated editor dinners or briefings in NYC and representation of TA at three key industry events.

Milestones

Estimated Milestone Date	Description
Commencement + 4 Weeks	Development of a high level, first draft public relations plan for the 12 months ahead, outlining priority activity, tentpole moments and editorial thematics.
Commencement Date + 1 Month	Inception Briefing & Finalised Contact List: Delivery of the initial 30–50 priority media contact list for TA approval.
End of Each Quarter (Q1-Q4)	Quarterly Pitch Distribution: Formal distribution of at least two proactive pitch angles to approved media targets.
Bi-Annually (Months 6 & 12)	NYC Media Activation: Completion of one curated editor dinner or high-level media briefing event in New York City.
Monthly (by 5th business day)	Monthly Reporting: Submission of the performance and insight report for the preceding month.

Reports

Reports	Description

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Monthly Performance & Insight Reports	Detailed reports capturing feature placements secured, quality indicators (length, imagery, positioning), Share of Voice benchmarking, and a qualitative summary of journalist engagement/sentiment.
Quarterly Strategic Reviews	Formal review reports assessing narrative performance, identifying underperforming themes, and recommending adjustments for subsequent quarters.
Quarterly Clip Tracker	Reporting in TA's reporting tracker with to-date results spanning digital, print, broadcast, and social coverage.

Meetings

Meeting	Frequency	Type	Topics	Supplier Personnel to Attend
Performance Tracking	Every two weeks	Virtual	Monthly review of coverage secured against KPIs, journalist sentiment, and IMHP pipeline.	Victor De Vita, Hendrick Hui, Paige Hettinger
Strategic Review	Quarterly	Virtual/ In-Person	Quarterly review of strategic narrative traction, pitch performance, and forward-planning.	Victor De Vita, Hendrick Hui, Paige Hettinger
Tourism Australia x State and Territory Organisations (STO) WIPs	Every six weeks	Virtual / in person	Meeting with all US-based PR representatives at Australia's State and Tourism Organisations to align on activity and collaboration opportunities.	Victor De Vita must attend at least 2 annually. For all other meetings, Hendrick Hui may represent the BCPM team.
Agency Village WIPs	TBC (No more than quarterly)	Virtual / in person	Align with other retained Tourism Australia agencies (e.g Canada PR	TBC and as determined by Tourism Australia team.

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				Agency; Culture Agency; Creative agency) when cross-agency collaboration is deemed necessary by Tourism Australia personnel.	

Fees

Fee breakdown (inclusive of all applicable taxes):

	Contract Term	**Optional Extension Period**	**Whole-of-Life**
Year	First 12-months	Second 12-months	2 years
Dates	2 NOV 2026 – 1 NOV 2027	2 NOV 2027 – 1 NOV 2028	2 NOV 2026 – 1 NOV 2028
Contract Value (Local incl taxes)	**USD $210,000.00**	**USD $210,000.00**	**USD $420,000.00**
Monthly Retainer	USD $15,000.00	USD $15,000.00	USD $15,000.00
Total Retainer	USD $180,000.00	USD $180,000.00	USD $360,000.00
Special Project Fees	USD $30,000.00	USD $30,000.00	USD $60,000.00
Contract Value (AUD incl taxes)	**AUD $308,505.95**	**AUD $308,505.95**	**AUD $617,011.90**
Monthly Retainer	AUD $22,036.14 *(at FY27 BPR of 0.6807)*	AUD $22,036.14 *(at FY27 BPR of 0.6807)*	AUD $22,036.14 *(at FY27 BPR of 0.6807)*
Total Retainer	AUD $264,433.67 *(at FY27 BPR of 0.6807)*	AUD $264,433.67 *(at FY27 BPR of 0.6807)*	AUD $528,867.34 *(at FY27 BPR of 0.6807)*

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	Special Project Fees	AUD $44,072.28 *(at FY27 BPR of 0.6807)*	AUD $44,072.28 *(at FY27 BPR of 0.6807)*	AUD $88,144.56 *(at FY27 BPR of 0.6807)*
	Special Project Fees: The USD $30,000 annual Special Project Fees provisioned within the above table is strictly ring-fenced for out-of-scope special projects (e.g., major brand activations or crisis communications). This buffer does not represent guaranteed spend or baseline income. Funds may only be drawn down upon the submission of a formal written quote by the Supplier, and subsequent written approval by the TA Contract Manager. **Blended Rate Cap for Variations:** Any approved out-of-scope tasks or special projects drawn from the Special Project Fees shall be billed at the Supplier's agreed Best and Final Offer (BAFO) blended rate of USD $250.00 per hour (which operates as a fixed cap for full operational days of up to 10 hours on-site), unless otherwise negotiated via a fixed-fee project quote. **Exclusion of Hard Costs:** Hard costs associated with the delivery of the Services, including but not limited to airfares, accommodation, and hosting fees for IMHP trips, as well as event production and venue costs for editor dinners, are entirely excluded from the Supplier's Fees and will be managed and paid separately by TA.			
Maximum Aggregate Fee Amount (inclusive of GST)	USD $420,000.00 inclusive of taxes and the optional extension period (or AUD $617,011.90 inclusive of taxes and the optional extension period, at FY27 BPR of 0.6807)			
Invoices	**Invoicing terms** Retainer invoices will be billed on the first day of every month for services to be rendered in that month, subject to 30-day payment terms. Invoices for approved Special Projects must only be issued upon the satisfactory completion of the specific deliverables outlined in the approved project quote.			
Insurance				
Professional Indemnity Insurance Period	7 years			
Professional Indemnity Insurance Amount	Minimum USD 1,000,000 per occurrence			
Public Liability Insurance Amount	Minimum USD $2,000,000 per occurrence			
Additional Insurance Policies (e.g. travel insurance)	Workers' Compensation Insurance – Minimum USD $1,000,000 as required by local statutory law			

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Miscellaneous	
Specified Personnel	**Victor de Vita (Partner):** Strategic lead; personal ownership of top-tier editorial relationships and account direction. Minimum allocation: 15 hours/month. **Hendrick Hui (Director):** Day-to-day execution, pitch distribution, and program management. Minimum allocation: 30 hours/month. **Paige Hettinger (Senior Account Executive):** Coordination, hosting program support, and reporting. Minimum allocation: 15 hours/month. *(Total blended team capacity is guaranteed at a minimum of 60 hours per month).*
TA Data Permitted Country	USA
Special conditions	N/A

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Agreed Terms

1. Definitions

1.1 In this Agreement unless the context otherwise requires:

Additional Insurance Policies means the insurance policies specified in Schedule 1 (if any), other than the insurance policies set out in clause 32.

Agreement means these agreed terms, Schedule 1, Schedule 2 and any other agreed annexure, schedule or appendix to this agreement, including any agreed variations executed by the parties in writing.

Anti-Corruption Laws has the meaning given to that term in clause 22.1.

Applicable WHS Law means any applicable occupational health and safety law, including any corresponding WHS law (as defined in section 4 of the WHS Act).

Artificial Intelligence System means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments.

Business Day means a day other than a Saturday, Sunday or a day that is a public holiday in the state of New South Wales, Australia.

Claim means any claim, demand, proceeding, action, litigation, investigation or judgment whether based in contract, tort (including negligence), statute or otherwise.

Commonwealth Supplier Code of Conduct Code or **Code** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

Commencement Date means the date specified in Schedule 1.

Confidential Information means all information that:

(a) is designated either specifically or generally as confidential in the Agreement; or

(b) is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier's information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and TA agrees in writing to treat the information as confidential). Further information on the Confidentiality Test can be found at: Confidentiality throughout the Procurement Cycle | Department of Finance.

Conflict of Interest, includes the following:

(a) the provision of advice to, or the performance of any Services for, a person in a contractual relationship with TA that is connected with the Services; and

(b) any situation which, in the reasonable view of an impartial observer, may hinder or prevent the Supplier from performing the Services in the best interests of TA.

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Consequential Loss means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

Contact means, for a party, the contact person specified in Schedule 1.

Contracted Items means the items, Deliverables, Services and Reports (including any combination of items, Deliverables, Services and Reports) provided or required to be provided by the Supplier to TA under and in accordance with this Agreement.

Contract Material has the meaning given to that term in clause 13.6.

Deliverable means the deliverables specified in Schedule 1.

Delay means a failure by the Supplier to perform an obligation (including a failure to supply a Contracted Item) by the applicable Due Date.

Due Date means the date or time specified in the Agreement by or on which an obligation must be performed, as extended in accordance with the terms of the Agreement.

Eligible Data Breach means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

Expiration Date means the expiration date specified in Schedule 1.

Extension Period means the date specified in Schedule 1.

Fees means the fees specified in Schedule 1.

Force Majeure Event means:

(a) an act of God, fire, lightning, earthquake, explosions, flood, subsidence or other natural disaster, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock outs or other industrial disputes of any kind not relating solely to the party affected, currency restriction, embargo, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of the party seeking relief; and

(b) any other event which is not within the reasonable control of the party affected (which in the case of the Agreement includes the reasonable control of its subcontractors),

but does not include any act or omission of a party or a change in Law, legislation or government policy which from time to time regulates or affects the Services or the activities to which the Services relate during the term of this Agreement which has an increased cost effect on the delivery of the Services.

Grievance Mechanism means a process for handling a complaint or grievance about Modern Slavery practices that is consistent with the criteria set out in the Guiding Principles on Business and Human Rights.

GST means goods and services tax, sales tax or value-added tax, as defined in local applicable legislation.

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Guiding Principles on Business and Human Rights means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf.

Indemnified Persons has the meaning given to that term in clause 30.1.

Insolvency Event means the occurrence of an event or circumstance that TA considers has or may have an adverse effect on the commercial or financial viability of the Supplier, the ability of the Supplier to perform its obligations under the Agreement, or the ability of TA to enforce its rights against the Supplier under or in connection with the Agreement.

Intellectual Property Rights means all present and future rights conferred by statute, common Law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Invoice means an invoice correctly issued in accordance with Schedule 1.

Law means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction and includes any industry codes of conduct.

Loss means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at Law, in equity, or otherwise.

Material means material in any form (whether visible or not), including documents, advertisements (in print, electronic or recorded format), recordings on disc or any other form of storage, photographs, films, sound recordings, creative concepts, artwork, literary works, graphic works, musical works, models, designs, slogans, trade marks, trade names, logos, video tapes, transparencies, reports, products, equipment, information, data, software, software tools and software development methodologies, and includes all releases, updates and amendments to the original Material.

Maximum Aggregate Fee Amount means the amount specified in Schedule 1.

Meetings means the meetings specified in Schedule 1.

Milestones means the milestones specified in Schedule 1.

Modern Slavery Risk Management Plan has the meaning given in clause 20.3.

Modern Slavery has the same meaning as it has in the *Modern Slavery Act 2018* (Cth), as amended from time to time.

Moral Rights means:

(a) for authors, rights of integrity of authorship, rights of attribution of authorship, rights to not have authorship falsely attributed; and

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(b) for performers, rights of integrity of performership, rights of attribution of performership, rights to not have performership falsely attributed,

and rights of a similar nature conferred by statute, that exist or that may come to exist, anywhere in the world in any works or any part of any work in which copyright subsists that is created under this Agreement.

Notifiable Incident has the meaning given to it in clause 19.9.

Notice means an official notice or communication under the Agreement (as relevant) in writing, from one contract to the other contract, at the postal address, or email address, or facsimile number set out in Schedule 1 or as notified by the relevant party.
Personal Information means the definition set out in the relevant Privacy and Data Protection Laws.

Personnel of a party means an employee, contractor, officer, director, auditor or advisor of that party but in the case of TA, does not include the Supplier.

Privacy and Data Protection Laws means in respect of a party, any Law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument relating to the protection of personal data, including:

(a) the Directive 2002/58/EC (as amended) (the "e-Privacy Directive");

(b) the Regulation 2016/679 (the "GDPR");

(c) the *Privacy Act 1988* (Cth); and

(d) any other applicable privacy and data protection Laws.

Professional Indemnity Insurance Amount means the amount specified in Schedule 1.

Professional Indemnity Insurance Period means the period specified in Schedule 1.

Public Liability Insurance Amount means the amount specified in Schedule 1.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Reports means the reports specified in Schedule 1.

Services means the services to be performed by the Supplier for TA in accordance with the provisions of this Agreement, particulars of which are set out in Schedule 1.

Service Standards means the service standards specified in Schedule 1.

Significant Event means:

(a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; and/or

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(b) any other significant matters including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or subcontractors that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

Special Conditions means the special conditions specified in Schedule 1.

Specified Personnel means the personnel specified in Schedule 1 as required to perform all or part of the work constituting the Services.

Subcontractor means:

(a) any person engaged by the Supplier or by any other Supplier Related Body Corporate to perform all or part of any obligation of the Supplier relating to the Agreement; and

(b) any person engaged by any of the people referred to in paragraph (a) to perform all or part of any obligation of the Supplier relating to the Agreement.

Supply Chain means any Subcontractor, agent, supplier or entity which contributes directly or indirectly to the supply or performance of the Contracted Items to TA, including entities in the network of business entities or individuals performing, providing, producing, handling, storing, transmitting or distributing:

(a) an Artificial Intelligence System; or

(b) components of an Artificial Intelligence System.

TA Data means:

(a) data, information and other materials provided to, or obtained or generated by, the Supplier relating to TA or any of its operations, administration, facilities, suppliers, customers, Personnel, strategic or marketing plans, assets and programs (including Personal Information) (**Raw Data**); and

(b) data, information and other materials in any format whatever generated, stored, processed, retrieved, printed or produced by or on behalf of the Supplier utilising the Raw Data.

TA Data Permitted Country means the countries to which the Supplier is permitted to transfer TA Data to or access TA Data from as outlined in Schedule 1.

Term has the meaning given to that term in clause 3.2.

WHS Act means the *Work Health and Safety Act 2011* (Cth).

2. Interpretation

2.1 In this Agreement unless the context otherwise requires:

(a) a capitalised term has the meaning given to that term in the Schedule or as defined in this Agreement, as the case may be;

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(b) clause and subclause headings are for reference purposes only;

(c) the singular includes the plural and vice versa;

(d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;

(e) references to statutes include all statutes amending, consolidating or replacing such statutes;

(f) $ means the lawful currency of Australia;

(g) any reference to a party to this document includes its successors and permitted assigns; and

(h) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it.

(i) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate; and

(j) a reference to a Law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that Law as amended, consolidated or replaced.

2.2 If any conflict arises between:

(a) the Special Conditions in Schedule 1;

(b) the terms and conditions contained in the clauses of this Agreement;

(c) any part of a Schedule (excluding the Special Conditions); and

(d) any part of an attachment,

the earlier named item will prevail.

2.3 No confirmation, shipment or delivery docket, invoice or other similar document issued by or on behalf of the Supplier or any of its Personnel or TA (including the terms on any pre-printed purchase order form) will vary or form part of the Agreement.

2.4 Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

2.5 Headings are for convenience only and do not affect the interpretation of this Agreement.

2.6 This Agreement is not to be interpreted against the interests of a party merely because that party proposed this Agreement or some provision in it or because that party relies on a provision of this Agreement to protect itself.

2.7 A term or expression starting with a capital letter:

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(a) which is defined in this Agreement, has the meaning given to it in this Agreement;

(b) which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) but is not defined in this Agreement, has the same meaning as given to it in that act; and

(c) which is defined in *Tourism Australia Act 2004* (Cth) but is not defined in this Agreement, has the same meaning as given to it in that act.

3. Term

3.1 TA engages the Supplier to provide the Services to TA on the terms and conditions of this Agreement and the Supplier accepts that engagement.

3.2 This Agreement commences on the Commencement Date and will continue until the Expiration Date unless:

(a) TA, at its sole option, elects to extend this Agreement for one or more of the Extension Periods (if any) specified in the Schedule by written notice to the Supplier provided at least 30 days prior to the date of expiration of this Agreement; or

(b) the Agreement is otherwise lawfully terminated pursuant to the terms of this Agreement,

(the **Term**).

3.3 TA is not obliged to extend this Agreement or enter into any further agreement with the Supplier.

4. Supplier obligations

Services

4.1 The Supplier must:

(a) perform the Services as specified in Schedule 1, including the provision of any Deliverables, Reports and any other Contract Material;

(b) prepare for, attend and ensure that relevant Personnel attend the Meetings;

(c) adopt relevant best practice and any industry standards or guidelines specified by TA and meet or exceed the Service Standards;

(d) comply with any reasonable directions given by TA from time to time; and

(e) comply with the timeframe for the performance of the Services specified in Schedule 1, including any Milestones.

4.2 While on any premises occupied by TA, the Supplier will, and will ensure that any of its Personnel, behave in a manner acceptable to TA and must comply with all reasonable directions and procedures relating to security and occupational health and safety in effect at any premises occupied by TA, including the wearing of security passes.

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4.3 The Supplier is responsible for the conduct of its Personnel at all times while engaged in performing the Services.

4.4 Subject to clause 33, neither the Supplier nor its Personnel assigned to perform the tasks are prevented from accepting work from other principals or using their own skill in any business in which they may lawfully be engaged during the Term or after its termination.

Delay and time for performance

4.5 The Supplier must:

(a) use its best endeavours to anticipate any potential failures by the Supplier to perform any of its obligations by the applicable then current Due Dates; and

(b) take any and all steps necessary to avoid any failures of the type referred to in clause 4.5(a), including by implementing appropriate safeguards, systems and processes and, where necessary, reprogramming, expediting and adjusting its activities.

4.6 If the Supplier becomes aware of an actual or potential failure by the Supplier to perform any of its obligations by the applicable Due Date, the Supplier must:

(a) immediately notify TA of that actual or potential delay specifying:

(i) the cause of the delay; and

(ii) the impact of the delay, including any impacts on other Due Dates;

(b) ensure that any steps taken under clause 4.5 do not adversely impact the quality of the Contracted Items or result in any non-compliance with any of the Supplier's obligations under this clause 4.6.

4.7 Nothing in clause 4.6 limits the liability of the Supplier to TA for failure to perform any of its obligations by the applicable Due Date.

Personnel

4.8 The Supplier:

(a) is solely responsible for making all deductions and performing all acts necessary in relation to the Supplier's Personnel under income tax legislation, superannuation legislation, payroll tax legislation, or other legislation which provides for long service leave or annual holidays to be paid; and

(b) must pay and is solely responsible for all entitlements, whether relating to any contract or employment, long service leave, worker's compensation, superannuation, annual holidays or award entitlements of its employees or others who make their services available to the Supplier (including, the Supplier's Personnel in relation to the obligations set out in this Agreement).

4.9 The Supplier is fully responsible for the performance of the Services and for ensuring compliance with this Agreement and will not be relieved of that responsibility because of any:

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(a) subcontracting of the Services;

(b) acceptance by TA of any Specified Personnel or replacement Personnel; or

(c) payment made to the Supplier by TA.

TA's public image

4.10 The Supplier must ensure that the Supplier and its Personnel provide the Services to TA in a manner which will not:

(a) bring TA's name into disrepute; or

(b) otherwise damage TA's reputation or overall public image,

or threaten to do either of these things.

Co-operation with other agents

4.11 Where requested by TA, the Supplier must co-operate with any third party TA directs the Supplier to co-operate with, including another agency or contractor appointed by TA to provide services, to ensure the integrated and efficient carrying out of TA's operations and provide such reasonable assistance to such other person as TA may request.

4.12 If TA directs the Supplier to co-operate with a third party as set out in clause 4.8, TA will provide the Supplier with details of the third party.

Value adding and continuous improvement

4.13 The Supplier must encourage its Personnel to manifest a proactive approach to providing the Services.

4.14 The Supplier must meet with TA as requested by TA at any time during the Term to discuss suggestions from either party for areas of continuous improvement that will improve the Supplier's efficiency, cost and management of the Services.

Compliance with TA policies and procedures

4.15 When providing the Services, the Supplier must comply with TA's policies and procedures as notified from time to time by TA to the Supplier.

Disclosure

4.16 The Supplier must not:

(a) represent or purport to represent TA, or express views or opinions purported to be representative of TA without the prior written agreement of TA;

(b) disclose or make public any information or material acquired or produced in connection with this Agreement or providing the Services; or

(c) engage in any misleading or deceptive conduct in relation to the Services,

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4.17 the obligations of the Supplier under this clause shall survive the termination of this Agreement.

1.1 The Supplier acknowledges that Tourism Australia is an Australian Commonwealth Government entity and statutory authority, and as such, is subject to legislative and administrative accountability and transparency requirements including disclosures to the Australian Parliament and its committees and other disclosures pursuant to Australian legislation or Australian Commonwealth Government policy. Notwithstanding any other clauses in this Agreement, TA may retain, and may publicly disclose, this Agreement, the Supplier's details or other information related to this Agreement, including any fees or payments under or pursuant to this Agreement.

5. Supply of Goods

5.1 Where, as part of the Services, the Supplier supplies parts, consumables or other goods:

(a) the goods will be owned by, and all risk will pass to, TA from the date of delivery of the goods to TA; and

(b) the Supplier must ensure that:

(i) any goods (including consumables) are provided or used for the Services in a manner that minimises packaging waste;

(ii) the goods are fit for their intended purpose and comply with applicable Australian Standards;

(iii) TA obtains the full benefit of any warranties available in respect of the goods; and

(iv) if, when delivered or put into use by TA, the goods are defective in whole or part, they are promptly replaced or repaired at TA's sole discretion at no cost to TA.

6. Personnel

6.1 The Supplier must ensure that any of its Personnel involved in the performance of the Services:

(a) have the necessary expertise, capacity and facilities required to perform the Services; and

(b) will comply with all relevant obligations or conditions binding on the Supplier under this Agreement.

6.2 The Supplier agrees that the Specified Personnel will perform work in relation to the Services. If any Specified Personnel are unable to perform the work, the Supplier must notify TA immediately.

6.3 TA may at any time require the Supplier to cease to permit any particular Personnel (including any Specified Personnel) employed by it to be engaged or continue to be engaged in carrying out the Supplier's duties under this Agreement.

6.4 If clause 6.2 or 6.3 applies, the Personnel will be replaced by the Supplier with the services of an alternative person acceptable to TA, use all reasonable endeavours to ensure continuity of involvement in the Services of all Personnel, and to ensure that new Personnel involved in the

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provision of the Services are properly trained, qualified, suitably skilled and inducted at no additional cost to TA.

7. Standards of performance

7.1 The Services must be performed by the Supplier:

(a) exercising high professional standards of skill, care and diligence consistent with the standards of well managed operations performing services similar to the Services;

(b) to ensure that the Services meet their purposes, are complete and are performed in a manner that achieves all Service Standards and any standards of performance included in or referred to in the Agreement;

(c) to ensure maximum efficiency and effectiveness in the provision of the Services;

(d) to ensure that TA is fully and accurately informed on all matters which are relevant to the Services;

(e) to comply with any applicable or relevant 'Standards Association of Australia Codes'. If there are no 'Standards Association of Australia Codes' applicable, comply with any other industry standards;

(f) to comply with all legal requirements, including statutory and regulatory requirements and safety standards; and

(g) to ensure all obligations, including deadlines, specified in the Agreement are fully satisfied.

7.2 Where the Services include the provision of reports or the production of other documents or information, the Supplier must ensure that all:

(a) reports or other documents or information contain all requested information and are accurate and not misleading in any respect;

(b) working papers are neatly and legibly compiled and contain adequate information to demonstrate the nature and extent of the Services and sufficient evidence to substantiate all conclusions, findings and opinions;

(c) observations, comments, conclusions and recommendations are in English and clearly explained and substantiated;

(d) copies of all supporting documents are retained for review by TA if required; and

(e) all advice provided orally or in writing is fit for purpose and specifically answers all issues and questions specified in or relevant to the Services in accordance with the Agreement.

8. Warranties

8.1 The Supplier warrants that:

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(a) it has and will continue to have, the skills, qualifications and experience to provide the Services in an efficient and controlled manner, with a high degree of quality and responsiveness and to a standard that at a minimum complies with this Agreement;

(b) it will continuously seek to innovate and improve the performance of the Agreement and will inform TA of reduced costs as they occur and of any innovations and improvements; and

(c) it will use adequate resources, including adequate numbers of appropriately qualified personnel, to perform the Services in accordance with this Agreement.

(d) has full corporate power and authority to enter into, perform and observe its obligations under the Agreement and that the execution, delivery and performance of the Agreement has been duly and validly authorised by all necessary corporate action;

(e) it enters into the Agreement on its own behalf and not in its capacity as a trustee for any trust;

(f) it is, or will be at the relevant time, fully entitled to deal with the Intellectual Property Rights in the Contract Material in accordance with the terms of this Agreement; and

(g) the Contract Material does not infringe the Intellectual Property Rights or Moral Rights of any person.

9. Invoices

9.1 The Supplier must provide TA with an Invoice for any amounts payable by TA under the Agreement.

9.2 The Supplier may issue an Invoice at the times and in the manner specified in Schedule 1.

9.3 Each Invoice must:

(a) be calculated in accordance with the Agreement;

(b) contain sufficient detail to enable TA to verify its accuracy; and

(c) be in a form, and include all necessary information, for the Invoice to be a valid tax invoice for GST purposes and otherwise be in a form that complies with all other taxation requirements.

9.4 Subject to clauses 9.5 and Schedule 1 TA may require the Supplier to correct and reissue any incorrect Invoice, or cancel any Invoice not issued in accordance with the Agreement.

9.5 TA will be entitled to set-off any amounts that TA is otherwise legally entitled to recover from the Supplier under the Agreement or at Law against any amounts due by TA to the Supplier under the Agreement with 10 Business Days' notice.

9.6 Any exercise by TA of its rights under this clause will be without prejudice to any other rights or remedies available to TA under the Agreement or otherwise.

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10. Payment

10.1 Subject to clause 9.5 and the Supplier's provision of the Services in accordance with this Agreement (including delivery by any applicable timeframe), TA will pay each Invoice that is correct and issued in accordance with the Agreement within 20 Business Days of the date on which TA receives the Invoice in the manner specified in Schedule 1. The amount payable by TA to the Supplier is capped at the Maximum Aggregate Fee Amount and the Supplier is not entitled to receive any amounts above the Maximum Aggregate Fee Amount.

10.2 The Supplier must perform its obligations under this Agreement at its own cost and may not be reimbursed for any out of pocket expenses or disbursements incurred in connection with its provision of the Services other than as specified in Schedule 1.

10.3 TA may (in addition and without prejudice to any other right it may have) withhold or defer payment of any amount payable under this Agreement for so long as the Supplier has not completed, to the satisfaction of TA, that part of the Services to which the payment relates.

11. Taxes, duties and government charges

11.1 The Supplier acknowledges and agrees that TA makes no representations or warranties as to the amount and types of taxes to which the Supplier may be liable, whether in connection with this Agreement or otherwise.

11.2 Except as provided by this clause 11, the Supplier must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

11.3 Unless otherwise indicated, all consideration for any supply made under this Agreement is inclusive of any GST imposed on the supply.

11.4 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Agreement, on receipt of a tax invoice from the supplier, the recipient must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

11.5 No party may claim or retain from the other party under this Agreement any amount in relation to a supply made under this Agreement for which the first party may claim an input tax credit or decreasing adjustment.

12. Status of Supplier

12.1 For the purposes of this Agreement, the Supplier is an independent contractor and nothing in this Agreement constitutes a partnership between the parties, or makes either party the agent or employee of the other.

13. Intellectual property

Ownership of Pre-Existing IP

13.1 Each party (or its licensors) will retain ownership of all Intellectual Property Rights subsisting in any material it provides or makes available to the other party under or in connection with the Agreement which is not Contract Materials (**Pre-existing IP**).

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License to use Pre-Existing IP

13.2 Each party grants to the other party a non-exclusive, royalty free licence to use, reproduce, modify and adapt its Pre-existing IP only to the extent necessary for the purpose of:

(a) performing its obligations or exercising its rights under this Agreement; and

(b) in the case of TA:

(i) receiving the Services (including through use of the Contract Materials); and

(ii) exercising its rights in the Contract Materials.

13.3 The licence granted to TA under clause 13.2:

(a) is perpetual and irrevocable and will survive the termination or expiry of the Agreement for any reason; and

(b) includes a right to sub-license the relevant licence rights to any agent, contractor, consultant, supplier or customer of TA for the purpose of enabling TA to enjoy the benefit of the Agreement.

13.4 The licence granted to the Supplier under clause 13.2 is only granted for the Term and will immediately come to an end if the Agreement expires or is terminated for any reason.

13.5 No term, condition or warranty (whether express or implied) as to the nature, quality or fitness of TA's Materials shall form part of, or be a collateral term of, any contract between the parties.

Contract Material

13.6 Ownership of all Intellectual Property Rights newly created or newly developed by or on behalf of the Supplier:

(a) to meet TA's requirements under the Agreement;

(b) in the course of providing the Services,

(**Contract Material**) vests in TA from its creation. The Supplier absolutely and unconditionally assigns, and must ensure that each of its Personnel assigns, all of its right, title and interest in all Intellectual Property Rights in the Contract Material to TA and must do all things necessary to ensure that all rights and title in the Intellectual Property Rights in Contract Material passes to TA on the date of its creation.

13.7 TA grants to the Supplier a non-exclusive, royalty free licence to use, reproduce, modify and adapt the Intellectual Property Rights in the Contract Materials only to the extent necessary for the Supplier to provide the Services and perform its other obligations under the Agreement. The licence granted to the Supplier under this clause is only granted for the term and will immediately come to an end if the Agreement expires or is terminated for any reason.

13.8 To the extent that any Contract Material is created by a third party:

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(a) the Supplier must, at its expense, ensure that the relevant third party absolutely and unconditionally assigns all of its right, title and interest in the Intellectual Property Rights in the Contract Material to TA;

(b) the Supplier must immediately notify TA in writing before the creation of any Contract Material if it is unable to comply in any respect with clause 13.8(a); and

(c) where the Supplier notifies TA under clause 13.8(b) that it is unable to obtain an assignment required by clause 13.8(a) and TA consents, in its absolute discretion, to the provision of a licence in respect of those unassignable Intellectual Property Rights, the Supplier must procure a licence in TA's favour that provides TA with the right to exercise all rights comprised in the copyright of the Contract Material (including the right to use, reproduce, adapt, perform and communicate that material to the public) for a period, and on terms, nominated by TA.

Moral Rights

13.9 The Supplier must procure the irrevocable consent of each creator of any part of any Contract Material in which copyright subsists or any performer who participates in or performs in any Contract Material in which copyright subsists, to allow TA in its absolute discretion to do or allow any third party to do any act or omission which would otherwise infringe any Moral Rights in the Contract Material.

13.10 The Supplier must obtain the consents and releases described in clause 13.9 in writing in substantially the same form as the form provided in Schedule 2. The Supplier must provide TA with copies of each written consent obtained by the Supplier.

13.11 If the Supplier subcontracts any of its obligations under this Agreement in accordance with clause 34, the Supplier must procure that all subcontractors obtain written consents to all acts and omissions described in clause 13.9.

Trade marks

13.12 The Supplier will not, and will ensure that its Personnel and subcontractors do not, use TA's name or any trade mark owned or licensed by TA (**TA Trade Marks**) without the prior written consent of TA, and will submit a sample of the proposed use to TA for prior approval.

13.13 The Supplier must comply with all of TA's directions and guidelines concerning use of the TA's name or any TA Trade Mark, notified to the Supplier from time to time.

13.14 The Supplier must not use TA's name or any TA Trade Marks in a way likely to deceive or cause confusion or prejudice its distinctiveness or value or TA's goodwill or reputation.

13.15 The Supplier must provide all Contract Material to TA on request but may retain a copy of the Contract Material where it is necessary for it to do so for its own bona fide record keeping purposes.

14. Use of Artificial Intelligence Systems

Approval required for use of Artificial Intelligence Systems

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14.1 Where the Supplier intends to use an Artificial Intelligence System in relation to the provision of the Contracted Items, it must, prior to the provision of the Contracted Items:

(a) notify TA with details of the proposed Artificial Intelligence System technology and functionality relevant to the provision of the Contracted Items; and

(b) obtain TA's prior written approval for such use.

Use of Artificial Intelligence Systems

14.2 Any use of an Artificial Intelligence System in connection with this Agreement, or provision of the Contracted Items, must at all times comply with:

(a) all applicable Laws, regulations, policies and best practice relevant to responsible governance and use of Artificial Intelligence Systems, including:

(i) the 'Policy for Responsible Use of AI in Government' as published, updated or replaced by the Commonwealth Digital Transformation Agency from time to time;

(ii) the 'Voluntary AI Safety Standard' as published by the Australian Government Department of Industry, Science and Resources, or otherwise updated or replaced from time to time; and

(iii) all new Laws and regulations introduced during the term of this Agreement that apply the Supplier's use of an Artificial Intelligence System;

(b) TA's approval and any conditions to the approval, if given; and

(c) TA Policies,

and any other requirements advised by TA from time to time.

14.3 The Supplier is fully responsible for the performance of this Agreement regardless of any use of an Artificial Intelligence System at any point in the Supply Chain used to provide the Contracted Items, including where the use of an Artificial Intelligence System is approved by TA.

14.4 Without limiting any other clause of this Agreement, if the Supplier uses any Artificial Intelligence System in the course of providing the Contracted Items, the Supplier must:

(a) ensure the results, outputs or workings of the Artificial Intelligence System used in the course of providing the Contracted Items are accurate, transparent, explainable and justifiable, including by conducting quality assurance checks; and

(b) provide, upon TA's request, a detailed explanation of how the Artificial Intelligence System generated specific outputs and the rationale behind them.

14.5 Where TA approves the use of an Artificial Intelligence System in the supplier of the Contracted Items, the Supplier must ensure that it retains, and provides to the Customer on request, detailed records of:

(a) the Artificial Intelligence System used;

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(b) the scope of the Artificial Intelligence System's use in providing the Contracted Items;

(c) any data collected, processed and stored by the Artificial Intelligence System; and

(d) any systems that the Artificial Intelligence System interacts with in connection with providing the Contracted Items.

14.6 Notwithstanding anything other provision of this Agreement, the Supplier is prohibited, without TA's prior written consent, from reproducing, publishing, communicating, or otherwise using, in whole or in part, TA Pre-existing IP, Contract Material or TA Trade Marks to develop, train or direct, Generative Artificial Intelligence technology or models, including the mining or scraping of text, images or data from the TA Pre-existing IP, Contract Material or TA Trade Marks, whether undertaken by the Supplier or by third parties authorised, licensed or directed by the Supplier.

15. Privacy and information security

15.1 This clause 15 applies only to the extent that the Supplier deals with Personal Information in providing Services under this Agreement.

15.2 The Supplier must:

(a) not input or disclose Personal Information into any form of Generative Artificial Intelligence System without TA's prior written consent;

(b) use or disclose Personal Information obtained in the course of providing Services under this contract only for the purposes of this Agreement;

(c) carry out and discharge the obligations contained in the Privacy and Data Protection Law as if it were bound by them;

(d) not do any act or engage in any practice which would be a breach of, or would cause TA to breach, Privacy and Data Protection Law;

(e) not use or disclose Personal Information for direct marketing, unless that use or disclosure is explicitly required under this Agreement;

(f) not engage in an act or practice that would breach a Privacy and Data Protection Law, unless that act or practice is explicitly required under this Agreement;

(g) comply with any directions, guidelines, determinations or recommendations referred to and provided to the Supplier, to the extent that they are consistent with the requirements of this clause 15; and

(h) ensure that all Personnel required to deal with Personal Information for the purposes of this Agreement are made aware of the obligations of the Supplier set out in this clause 15.

15.3 The Supplier agrees to provide TA, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to the Agreement. When providing personal information of a natural person under this

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clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth). Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

15.4 The Supplier agrees to notify TA immediately if it becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause 15, whether by the Supplier or a subcontractor, or the Personnel of the Supplier or subcontractor.

15.5 The Supplier agrees to ensure that any subcontract entered into by the Supplier for the purpose of fulfilling its obligations under this Agreement imposes on the subcontractor the same obligations that the Supplier has under this clause 15 (including this requirement in relation to subcontracts).

15.6 Each party acknowledges and agrees that:

(a) it must notify the other party as soon as reasonably practicable upon becoming aware of any unauthorised access to information, including Personal Information, it stores and handles and the extent and nature of that access (whether incidental or accidental access, or by any of its Personnel or subcontractors), and must comply with any reasonable directions of the other party in order to rectify the security incident; and

(b) it must, and must ensure that its Personnel and subcontractors, store and handle the Personal Information and information and its resources in premises and facilities that meet the minimum standards set by the Commonwealth under the Protective Security Policy Framework for storage and handling of such information, as applicable, of the relevant security classification level.

16. Information protection

16.1 This clause 16 applies where the Supplier is provided with or obtains through other means, TA Data in the course of providing the Services.

16.2 The Supplier must not, and must ensure that its Personnel do not:

(a) store or access TA Data at, or from, locations outside of Australia or any TA Data Permitted Country, or any locations other than the Sites, without the prior written consent of TA;

(b) use TA Data for any purpose other than in connection with its supply of the Services;

(c) purport to sell, let for hire, assign rights in or otherwise dispose of TA Data; and

(d) alter TA Data in any way, other than to provide the Contracted Items in accordance with this Agreement.

16.3 The Supplier must:

(a) ensure that all TA Data is signified as the property of TA and must not cause or have caused any pledge, lien, charge, mortgage, encumbrance of a third party or any other security interest to be placed on TA Data or any database (whether electronic or otherwise) in which such TA Data is stored;

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(b) establish and maintain safeguards against the destruction, loss or alteration of TA Data in the possession, custody or control of the Supplier that comply with all Laws; and

(c) maintain and back-up TA Data during the term of this Agreement in accordance with TA's instructions, as applicable. The Supplier must perform any data restoration services forming part of the Services to meet or exceed the applicable Service Standards.

16.4 The Supplier must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement imposes on the approved subcontractor the same obligations that the Supplier has under this clause 16.

16.5 Upon request from TA, or otherwise pursuant to clause 28.1(c), the Supplier will return all TA Data to TA at no extra cost to TA in the manner and format reasonably required by TA.

16.6 Throughout the Term of the Agreement, the Supplier will regularly advise TA of any system, configuration or other requirements and instructions necessary for receipt and restoration of TA Data in the manner and format required pursuant to clause 16.5.

17. Notifiable Data Breach

17.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Agreement, the Supplier must:

(a) immediately report it to Tourism Australia and provide a written report within 3 Business Days; and

(b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).

17.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Agreement, the Supplier must:

(a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates;

(b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and

take any other action as reasonably directed by Tourism Australia.

18. Confidential Information

18.1 The Supplier agrees not to disclose to any person, other than TA, any Confidential Information of TA other than in accordance with clause 18.2, without prior written approval from TA.

18.2 The Supplier may disclose Confidential Information of TA with its Personnel who have a need to know the information for the purposes of performing the Services, provided that the Supplier must ensure that its Personnel are aware of, and comply with, the obligations in this clause **Error! Reference source not found.**. The Supplier agrees, on request by TA, to arrange for its Personnel to give a written undertaking relating to nondisclosure of the TA's Confidential Information in a form acceptable to TA. Inputting Confidential Information into, or disclosing to, any Artificial Intelligence System, will constitute disclosure for the purposes of this agreement.

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18.3 TA will keep any information in connection with the Agreement confidential to the extent it has agreed in writing with the Supplier to keep such specified information confidential.

18.4 TA will not be in breach of any confidentiality agreement if TA discloses Confidential Information of the Supplier to its Personnel in connection with this Agreement or related activities, within TA's organisation or with another agency where this serves the Commonwealth's legitimate interests, or if it is required to disclose the information by a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

18.5 The obligations in this clause **Error! Reference source not found.** will not be breached where the relevant information:

(a) is publicly available (other than through breach of a confidentiality or non disclosure obligation), or

(b) is required to be disclosed by law, an order of a court or a stock exchange but in the case of disclosure by the Supplier, any such request must be reported by Notice to TA without delay and the text of the disclosure provided in writing to TA as soon as practicable.

18.6 The Supplier must return the Confidential Information to TA immediately on request or on the termination of this Agreement. The obligations of the Supplier under this clause survive the termination of the Agreement.

18.7 The Supplier acknowledges and must ensure that the Supplier's Personnel acknowledge that if the Supplier or its Personnel breach the obligations in clause 18, TA will suffer damage and an award of damages would be inadequate relief for a breach by the Supplier or its Personnel of the obligations in clause 18. The Supplier consents to TA obtaining an ex parte interlocutory injunction to restrain the Supplier or its Personnel from breaching the obligations in clause 18.

18.8 Nothing in this clause 18 derogates from any obligation which the Supplier may have either under the *Privacy Act 1988* (Cth) or under this Agreement in relation to the protection of personal information.

19. Work Health and Safety

19.1 The Supplier must ensure that the Services and the work conducted by the Supplier and any of the Supplier's Personnel complies with all applicable legislative requirements, standards and policies, and requirements of this Agreement, that relate to the health and safety of the Supplier, the Supplier's Personnel, TA's Personnel and third parties, along with TA's workplace sexual harassment policies, complaints protocols and codes of conduct as notified to the Supplier from time to time.

19.2 The Supplier must comply with its obligations under any Applicable WHS Law, and must ensure, so far as is reasonably practicable, that its officers (as defined by Applicable WHS Law) and workers comply with their obligations under Applicable WHS Law. The other provisions of clause 18.1 do not limit this sub-clause.

19.3 The Supplier must ensure, so far as is reasonably practicable, the health and safety of:

(a) workers engaged, or caused to be engaged by the Supplier; and

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(b) workers whose activities in carrying out work are influenced or directed by the Supplier,

while the workers are at work in relation to this Agreement.

19.4 The Supplier must ensure, so far as is reasonably practicable, that the health and safety of other persons (including TA's Personnel) is not put at risk from work carried out under this Agreement.

19.5 The Supplier must consult, cooperate and coordinate with TA in relation to its work health and safety duties.

19.6 Without limiting this Agreement, the Supplier must, on request, give all reasonable assistance to TA, by way of provision of information and documents, to assist TA and its officers (as defined in the WHS Act) to comply with the duties imposed under the WHS Act.

19.7 The Supplier must give all reasonable assistance to TA to assist TA in consulting with workers who carry out work for it (including, but not limited to, the Supplier's Personnel) who are, or are likely to be, directly affected by a matter relating to work health and safety.

19.8 TA may direct the Supplier to take specified measures in connection with the Supplier's work under this Agreement or otherwise in connection with the Services that TA considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Supplier must comply with the direction. The Supplier is not entitled to an adjustment to the Fees, or to charge additional allowances or expenses, merely because of compliance with the direction.

19.9 If an event occurs in relation to the Supplier's work under this Agreement that leads, or could lead, to the death or, or an injury or illness to, a person (**Notifiable Incident**), the Supplier must:

(a) immediately report the matter to TA, including all relevant details that are known to the Supplier;

(b) as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:

(i) its cause; and

(ii) what adverse effects (if any) it will have on the Supplier's work under this Agreement, including adverse effects on risks to health and safety;

(c) as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;

(d) as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;

(e) within 3 Business Days after the Notifiable Incident, give TA a written report giving further details of the Notifiable Incident, including the results of the investigations required by

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clause 19.9(b) and a statement of the steps the Supplier has taken or that the Supplier proposes to take as required by clauses 19.9(c) and (d); and

(f) within 3 months after the Notifiable Incident, give TA a written report giving full details of its actions in relation to the Notifiable Incident.

The Supplier's obligations under this clause 19.9 are in addition to any reporting obligation that the Supplier has under a written Law.

19.10 The Supplier must fully co-operate, at its own cost, with any investigation by any government agency (including the Commonwealth) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.

19.11 The Supplier must not enter into any subcontract for the purpose of directly or indirectly fulfilling its obligations under this Agreement unless such a subcontract obliges the subcontractor to comply with equivalent provisions to those contained in this clause 18.1.

19.12 A word or expression in this clause 18.1 that is:

(a) used or defined in an Applicable WHS Law; and

(b) is not otherwise defined in this clause 18.1 or elsewhere in this Agreement,

has, for the purposes of this clause 18.1, the meaning given to it under the Applicable WHS Law.

20. Modern Slavery

20.1 The Supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.

20.2 The Supplier will ensure Personnel responsible for managing the operations and supply chains used in the performance of the Agreement have undertaken suitable training to be able to identify and report Modern Slavery.

20.3 Within one month of the Commencement Date, the Supplier will prepare and implement a plan for Modern Slavery risk management in relation to its performance of this Agreement (**Modern Slavery Risk Management Plan**) and, if requested by TA, provide a copy of this plan to TA. The Modern Slavery Risk Management Plan should at a minimum detail:

(a) the Supplier's steps to identify and assess risks of Modern Slavery practices in the operations and supply chains used in the performance of the Agreement;

(b) the Supplier's processes for addressing any Modern Slavery practices of which it becomes aware in the operations and supply chains used in the performance of the Agreement;

(c) the content and timing of training for Personnel about Modern Slavery; and

(d) the Grievance Mechanism/s available to Personnel.

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20.4 The Supplier must comply with the Modern Slavery Risk Management Plan in its performance of this Agreement. For the avoidance of doubt, nothing in this clause derogates from the Supplier's other obligations arising under this Agreement or otherwise in relation to the provision of the Services.

20.5 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Agreement, the Supplier must as soon as reasonably practicable:

(a) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains; and

(b) take all reasonable steps to remediate any adverse impacts caused or contributed to by the Supplier from these practices in accordance with the Guiding Principles on Business and Human Rights.

20.6 Without limiting clause 20.5, in performing the Agreement, the Supplier must:

(a) not require Personnel to pay fees, charges, expenses or financial obligations incurred in order for the Personnel to secure their employment or placement, regardless of the manner, timing or location of the imposition or collection of these recruitment fees;

(b) not destroy or exclusively possess, whether permanently or otherwise, the travel or identity documents of Personnel; and

(c) ensure Personnel can access a Grievance Mechanism to safely report any instances of Modern Slavery in the operations and supply chains used by the Supplier in its performance of this Agreement.

21. Sustainability

21.1 Where the Supplier's activities are owned, managed or affiliated with TA, the Supplier must comply with the 'Animal Welfare Policy' of TA as notified from time to time by TA to the Supplier. TA can also request, and the Supplier must provide information about its sustainability policies.

21.2 A failure by the Supplier to comply with its obligations under this clause 21 will be a material breach of the Agreement. TA's rights under this clause 21 are in addition to and do not otherwise limit any other rights TA may have under the Agreement. The performance by the Supplier of its obligations under this clause 21 will be at no additional cost to TA.

22. Compliance with Anti-bribery and Anti-corruption

22.1 The Supplier understands that TA is committed to strict compliance with Anti-Corruption Laws and represents and warrants that:

(a) it is in compliance with all anti-money laundering, anti-terrorism, anti-bribery or anti-corruption Laws of Australia or any other jurisdiction by which the Supplier or TA is bound (**Anti-Corruption Laws**), and will remain in compliance with the Anti-Corruption Laws; and

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(b) it will not authorise, offer or make payments directly or indirectly to any Australian Government official or third party that would result in a violation of any applicable Anti-Corruption Law; and no part of the payment received by it from TA will be used for any purpose that could constitute a violation of any applicable Anti-Corruption Laws.

1.2 Notwithstanding any other provisions to the contrary, TA may withhold payments under the Agreement and/or suspend or terminate the Agreement, without liability and without notice or at any time upon forming a reasonable belief that the Supplier may have violated, or may have caused Tourism Australia to violate, any applicable Anti-Corruption Laws.

22.2 The Supplier understands that the National Anti-Corruption Commission (**NACC**) which is established by the *National Anti-Corruption Commission Act 2022* (Cth) has powers to investigate and report on serious or systemic corrupt conduct affecting the federal public sector. If the NACC commences an investigation of TA, or its officers, directors or employees, the NACC may compel the production of documents and oral evidence and override protections for privilege (including legal professional privilege and the privilege against self-incrimination). The Supplier represents and warrants it will comply with all relevant directions from the NACC in relation to any investigations of TA, its officers, directors and employees.

23. Compliance with other Laws

23.1 The Supplier agrees, in carrying out this Agreement, to comply with all legislation of the Commonwealth or of any State, Territory or local authority, and in particular:

(a) the *Crimes Act 1914* (Cth);

(b) the *Racial Discrimination Act 1975* (Cth);

(c) the *Sex Discrimination Act 1984* (Cth);

(d) the *Disability Discrimination Act 1992* (Cth); and

(e) the *Equal Opportunity for Women in the Workplace Act 1999* (Cth) (**EOWW Act**).

23.2 The Supplier must not enter into a subcontract under this Agreement with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the EOWW Act.

23.3 The Supplier must:

(a) ensure that all Contracted Items comply with applicable Laws; and

(b) not perform any of its obligations in a way that causes TA to contravene any Law.

24. Compliance with the Commonwealth Supplier Code of Conduct

24.1 The Supplier must comply with, and ensure that it's officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Agreement.

24.2 The Supplier must:

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(a) periodically monitor and assess its, and its officers', employees, and agents compliance with the Code; and

(b) on request from TA promptly provide information regarding:

(i) the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and

(ii) the Supplier's compliance with clause 24.1.

24.3 The Supplier must immediately issue TA a Notice on becoming aware of any breach of clause 24.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

24.4 Where TA identifies a possible breach of clause 24.1 it may issue the Supplier a Notice, and the Supplier must, within 3 Business Days of receiving the Notice, either:

(a) where the Supplier considers a breach has not occurred: advise TA that there has not been a breach and provide information supporting that determination; or

(b) where the Supplier considers that a breach has occurred: issue a Notice under clause 24.3 and otherwise comply with its obligations under this clause 24.

24.5 Notwithstanding clause 24.4(b), TA may notify the Supplier in writing that it considers that the Supplier has breached clause 24.1, in which case the Supplier must issue a Notice under clause 24.3 and otherwise comply with its obligations under this clause 24.

24.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Agreement.

24.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Agreement. TA's rights under this clause are in addition to and do not otherwise limit any other rights TA may have under the Agreement. The performance by the Supplier of its obligations under this clause will be at no additional cost to TA.

24.8 The Supplier agrees that TA or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.

25. Notification of Significant Events

25.1 The Supplier must immediately issue TA a Notice on becoming aware of a Significant Event.

25.2 The Notice issued under clause 25.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the goods and/or Services were involved.

25.3 TA may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Supplier must issue a Notice under clause 25.1 in relation to the event within 3 Business Days of being notified by TA..

25.4 Where reasonably requested by TA, the Supplier must provide TA with any additional information regarding the Significant Event within 3 Business Days of the request.

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25.5 If requested by TA, the Supplier must prepare a draft remediation plan and submit that draft plan to TA's Contact for approval within 10 Business Days of the request

25.6 A draft remediation plan prepared by the Supplier under clause 25.5 must include the following information:

(a) how the Supplier will address the Significant Event in the context of the goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the goods and/or Services or compliance by the Supplier with its other obligations under the Agreement, and

(b) how the Supplier will ensure events similar to the Significant Event do not occur again, and

(c) any other matter reasonably requested by TA.

25.7 TA will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by TA and resubmit the draft remediation plan to TA for approval within 3 Business Days of the request unless a different timeframe is agreed in writing by TA. This clause 25.7 will apply to any resubmitted draft remediation plan.

25.8 Without limiting its other obligations under the Agreement, the Supplier must comply with the remediation plan as approved by TA. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by TA.

25.9 A failure by the Supplier to comply with its obligations under this clause 25 will be a material breach of the Agreement. TA's rights under this clause 25 are in addition to and do not otherwise limit any other rights TA may have under the Agreement. The performance by the Supplier of its obligations under this clause 25 will be at no additional cost to TA.

26. Default and termination

26.1 If the Supplier fails to satisfy any of its obligations under this Agreement, TA may:

(a) immediately by notice in writing terminate this Agreement if it considers that the breach of the Supplier's obligation is not capable of remedy; or

(b) if it considers that the failure is capable of remedy, by notice require that the failure be remedied within 7 Business Days or such other time specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice,

and TA may recover from the Supplier any loss or damage suffered by TA.

26.2 TA may also by notice terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which TA has or may have) if an Insolvency Event occurs in relation to the Supplier except to the extent the right to terminate is stayed by sections 415D, 434J or 451E of the *Corporations Act 2001* (Cth).

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27. Termination for convenience and reduction in scope

27.1 TA may at any time and at is discretion terminate this Agreement or reduce the scope of the Services by giving 30 Business Days written notice to the Supplier. Upon receipt of a notice under this clause, the Supplier must:

(a) as soon as practicable cease providing the Services as specified in the notice; and

(b) continue work on any part of the Services not affected by the notice.

27.2 The Supplier acknowledges and agrees that, except as provided for in clauses 27.3, the Supplier is not entitled to any damages or compensation arising out of the termination of this Agreement by TA pursuant to this clause.

27.3 In the event that this Agreement is terminated under clause 27.1, TA will:

(a) pay to the Supplier a proportion of the Fees representing that portion of the Services that have been duly completed; and

(b) reimburse any expenses the Supplier unavoidably incurs relating entirely to Services not covered under clause 27.3(a).

27.4 TA shall not be liable to pay under the provisions of this clause any sum which, additional to any sums paid or due to or becoming due to the Supplier under the Agreement, would together exceed the full price of the Services ordinarily payable under this Agreement.

27.5 In the event of a reduction in the scope of the Services under clause 27.1, TA's liability to pay Fees and any other allowances or costs under this Agreement will, unless there is agreement in writing to the contrary, reduce proportionately with the reduction in the Services.

28. Return or destruction of TA Data

28.1 On termination or expiry of this Agreement or any part of it, the Supplier must:

(a) cease using all TA Data (or, in the case of partial termination or expiry, any part of the TA Data that relates solely to the terminated or expired part of the Agreement);

(b) promptly deliver to TA that TA Data in accordance with clause 16.5; and

(c) if requested by TA, securely destroy any copies of that TA Data in the Supplier's possession or control (or in the possession or control of the Supplier's Personnel) following TA's receipt of that TA Data.

28.2 The Supplier will provide TA with written confirmation that no TA Data, or any part thereof, has been retained or destroyed by the Supplier without the express written consent of TA. If requested by TA, the Supplier will provide proof of secure destruction of TA Data pursuant to this clause 28.

29. Recovery of overpayments

Where, prior to the expiration or earlier termination of this Agreement or any reduction in scope pursuant to clause 27, TA has made any initial or advance payment to the Supplier, and any

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amount of such payment has not been expended in provision of the Services in accordance with this Agreement, then the Supplier must repay such amount to TA within 7 days of the date of such expiration or earlier termination or reduction in scope, and if that amount remains unpaid after that date, the amount shall be a debt due by the Supplier to TA and may be:

(a) set off against any other amount due to the Supplier under this or any other Agreement between TA and the Supplier, or

(b) recovered from the Supplier by TA in any court of competent jurisdiction.

30. Supplier indemnity

30.1 The Supplier at all times indemnifies TA and its Personnel (**Indemnified Persons**) and, holds the Indemnified Persons harmless from and against the full amount of any Loss (including any indirect or consequential loss, legal costs, expenses and damages) or liability incurred by Indemnified Persons, arising out of or in connection with:

(a) the Supplier's breach of any provision of this Agreement;

(b) a contravention of Law:

(i) by the Supplier or any of its Personnel; or

(ii) by TA as a result of an act or omission of the Supplier or any of its Personnel;

(c) a Claim by a third party (whether or not that Claim is against TA or another person) relating to:

(i) the Contracted Items s; or

(ii) an act or omission of the Supplier or its Personnel in connection with the Agreement, whether negligent, fraudulent or not;

(d) the Supplier's breach of its confidentiality obligations;

(e) any claim or action against an Indemnified Person that the receipt of the Services (including through the use of the Contract Materials and/or output of the Services) by TA infringes the rights (which may include the Intellectual Property Rights) of any third party; and/or

(f) any willful misconduct, fraudulent, unlawful or negligent act or conduct, or omission of the Supplier in connection with this Agreement.

30.2 The Supplier's liability to indemnify TA under clause 30.1 will be reduced proportionately to the extent that any negligent or unlawful act or omission of TA contributed to the relevant Loss.

31. Limitation on TA’s liability

31.1 Notwithstanding any other provision of this agreement and to the fullest extent permitted by Law:

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(a) TA is not liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any special, indirect or Consequential Loss, indirect, incidental, punitive or special Losses of any kind (including loss of profits, opportunities, use or goodwill loss of opportunities or business interruption); and

(b) TA's maximum aggregate liability in connection with this Agreement will not exceed the Maximum Aggregate Fee Amount specified in Schedule 1.

32. Insurance

Insurance cover

32.1 The Supplier must at its cost, take out and maintain for the Term:

(a) public liability insurance written on an occurrence basis for an insured amount of not less than the Public Liability Insurance Amount per occurrence which covers the liability of the Supplier, and Personnel (including to TA) in respect of:

(i) loss of, damage to, or loss of use of, any real or personal property; and

(ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person (other than an employee of the insured),

arising out of the performance of the Services or the performance of this Agreement. The insurance must include cover for TA's property in the care, custody or control of the Supplier with a sub-limit acceptable to TA;

(b) professional indemnity or 'errors and omissions' insurance for an insured amount of not less than the Professional Indemnity Insurance Amount for each claim and in the aggregate any 12 month policy period, with one automatic right of reinstatement, which covers the liability of the Supplier arising from a breach of duty owed in a professional capacity or an error or omission in judgement by reason of any act or omission of the Supplier or the Supplier's Personnel. The professional indemnity or 'errors and omissions' insurance must include cover for unintentional breaches of intellectual property and of trade practices related legislation;

(c) workers compensation as required by Law; and

(d) the Additional Insurance Policies (if any) or any other insurance policies TA may otherwise reasonably require,

on terms acceptable to TA. In the case of professional indemnity insurance, the Supplier must also maintain this insurance for Professional Indemnity Insurance Period.

Insurance requirements

32.2 The Supplier must ensure that each insurance policy required to be taken out by it under the Agreement:

(a) is taken out with an insurer with a Standard & Poor's financial strength rating of A or higher (or an equivalent, for example, AM Best's "A"); and

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(b) complies with the Laws of the relevant jurisdictions in which the Supplier's obligations are to be performed.

Evidence of insurances

32.3 The Supplier must, upon TA's request, in respect of each insurance referred to in this clause 32 give TA:

(a) acceptable proof of currency and coverage of the insurances before the commencement of this Agreement;

(b) copies of all cover notes, certificates of currency, renewal certificates and endorsement slips, as soon as the Supplier receives them; and

32.4 other evidence of the insurances which TA reasonably requires, including a copy of the policies.

Compliance with policy

32.5 The Supplier must:

(a) comply with all of the terms and conditions of any insurance policy taken out by it under this clause, including by punctually paying all premiums, commissions, stamp duties, charges, taxes and other expenses necessary for effecting and maintaining in force each such insurance policy;

(b) not do or omit to do anything which may prejudice any insurance policy taken out by the Supplier under this clause;

(c) reinstate an insurance policy if it lapses and not cancel, vary or allow an insurance policy to lapse without the prior written consent of TA;

(d) immediately notify TA of any event which may result in an insurance policy lapsing or being cancelled; and

(e) takes all reasonable steps to avoid and mitigate losses or liabilities otherwise insured under the policies.

32.6 If the Supplier fails to satisfy any of its obligations under clause 32.1, after TA gives notice of the failure to the Supplier and the Supplier has had a reasonable opportunity (in the opinion of TA) to cure the failure, TA may effect and maintain (and the Supplier must provide all reasonable assistance and information to allow TA to effect and maintain) such insurance policies and pay the premiums as necessary and, in relation to insurances required by clause 32.1, and recover the amount from the Supplier.

32.7 Nothing in this clause prevents TA from taking out insurance and exercising its rights under clause 32.6 without notice to the Supplier if TA becomes aware that an insurance policy required under clause 32.1 has lapsed, or will soon lapse.

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33. Conflict of interest

33.1 The Supplier warrants at the date of this Agreement and continues to warrant during the Term that no Conflict of Interest exists or is likely to arise in the performance of its obligations under this Agreement that has not been disclosed and consented to by TA in writing.

33.2 The Supplier must use best endeavours to ensure that a situation does not arise which may result in a Conflict of Interest. The Supplier must not engage in any activity, subject to clause 33.3, that may result in a Conflict of Interest arising or continuing.

33.3 Where a Conflict of Interest arises or is likely to arise in the performance of the Supplier's obligations under this Agreement, the Supplier must immediately notify TA in writing and must follow all reasonable directions from TA to resolve or otherwise deal with the conflict.

34. Subcontracting

34.1 The Supplier must not subcontract the whole, or any part of the Services except:

(a) with the prior written consent of TA; and

(b) on such conditions as TA in its absolute discretion thinks fit.

34.2 TA may revoke its consent to a subcontractor on reasonable grounds at any time, without obtaining the Supplier's agreement to an amendment to this Agreement.

34.3 Despite any consent given by TA, the Supplier:

(a) must ensure the work performed by any subcontractor meets the requirements of this Agreement in full;

(b) is liable to TA for the acts or omissions (including negligent acts or omissions) of that subcontractor as if they were the acts or omissions of the Supplier;

(c) must ensure that the subcontractor is immediately terminable if this Agreement is terminated; and

(d) must ensure that the subcontract entered into contains clauses which impose obligations on the subcontractor and grants rights the same as the obligations imposed on and the rights granted by the Supplier in relation to:

(i) Intellectual Property Rights;

(ii) Confidential Information;

(iii) privacy;

(iv) audit;

(v) an indemnity;

(vi) compliance with legislation;

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(vii) termination;

(viii) subcontracting;

(ix) assignment;

(x) conflict of interest; or

(xi) resolution of disputes.

35. Child Safety

35.1 If any part of the Services involves a party employing or engaging a person (whether as Personnel, or as a volunteer) who is required by applicable Law to have a 'working with children check' to undertake any part of the Services, each party must:

(a) comply with all applicable Law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks; and

(b) if requested by the other party, provide an annual statement of compliance with this clause, in the form specified by the requesting party at the requesting party's cost.

35.2 When child safety obligations may be relevant to a subcontract, the Supplier must ensure that any subcontract entered into by it for the purposes of fulfilling its obligations under the Agreement imposes on the subcontractor the same obligations regarding child safety that the Supplier has under this Agreement (including this requirement in relation to subcontracts).

36. Variations

36.1 Either party may propose a change to the agreement or to any of the Services (**Change**) by submitting a notice to the other party describing the proposed Change in enough detail to enable initial consideration of the impact of that Change (**Change Notice**). A Change Notice must state that it is a Change Notice under this clause.

36.2 A Change will be a **Material Change** if it will or is likely to have a material impact on:

(a) the provision or receipt of the Services;

(b) either party's reasonable commercial expectations under the Agreement; or

(c) the costs or expenses incurred by either party under or in connection with the Agreement.

36.3 A Change that is not a Material Change will be a **Minor Change** and a Minor Change will take effect when agreed in writing between authorised representatives of the parties.

36.4 If the Change is a Material Change then, Supplier will provide a proposal to TA (**Change Proposal**) that may set out:

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(a) details of the activities required to implement the proposed Change including any specifications, special conditions and any amendments to the agreement required as a result of the proposed Change;

(b) revised deliverables and timeframes;

(c) a statement of the estimated cost of implementing the Change and any variations to the fees; and

(d) the impact, if any, of the Change on the charges and Supplier's ability to deliver Services or achieve any Service Standards.

36.5 The relevant Change will take effect when TA notifies Supplier that TA accepts the Change Proposal and unless that occurs, the parties will continue to perform their respective obligations under the agreement as if the Change had not been proposed.

36.6 Each party will prepare and review Change Notices and Change Proposals, at its own cost and expense.

37. Disputes

37.1 A party claiming that a dispute has arisen must give written notice (**Dispute Notice**) to the other party setting out the nature of the dispute and all information relevant to the dispute, within 10 Business Days of becoming aware of the grounds for the dispute.

37.2 Within 5 Business Days of recipe of a Dispute Notice, the receiving party must respond outlining a proposed solution. At all times the parties must negotiate in good faith to resolve the dispute.

37.3 The parties must continue to perform their obligations under this Agreement during the period in which any dispute is being resolved under clause 37.2.

37.4 Subject to clause 37.5 each party will not initiate any action in court or take any other action in respect of a dispute until the parties have reasonably sought to resolve the dispute in accordance with clause 37.2 and no sooner than 30 Business Days from notification of the dispute.

37.5 Nothing in this clause 35 prevents a party from:

(a) seeking urgent interlocutory relief from an appropriate court; or

(b) undertaking action under or purportedly under any clause relating to termination or reduction in scope.

38. Public Interest Disclosures

38.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth). Information for disclosers is available at https://www.ombudsman.gov.au/Our-responsibilities/making-adisclosure.

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39. Assignment

39.1 TA may dispose of, declare a trust over, or otherwise create an interest in its rights under this Agreement without the consent of the Supplier, and may disclose to any potential holder of the right or interest any information relating to this Agreement or any party to it.

39.2 The Supplier cannot assign, encumber, declare a trust over or otherwise create an interest in its rights under this Agreement without the prior written consent of TA.

39.3 The Supplier must not consult with any other person or body for the purpose of entering into an agreement which will require novation of the Agreement, without first consulting TA.

40. Audit and access

40.1 The Supplier must keep adequate accounts, documents and records in sufficient detail to allow TA to determine the Supplier's compliance with the Agreement and the accuracy of its Invoices.

40.2 The Supplier agrees:

(a) TA may conduct audits from time to time to confirm the Supplier's compliance with the Agreement and to enable TA to meet applicable contractual, regulatory and internal management requirements;

(b) to give TA, its Personnel (including internal and external auditors and advisors), or any persons authorised in writing by TA, full access at all reasonable times to the Supplier's Personnel, premises, books, records, documents, information, computer systems, equipment and other property, and data in the possession or control of the Supplier or any Supplier Personnel (other than any data or information containing the Supplier or its subcontractor's costs and margins or of a financially sensitive nature), for the purposes of obtaining information in relation to the Agreement; and

(c) to permit those persons to inspect and take copies of any material relevant to the Agreement.

40.3 The rights referred to in clause 40.1 are subject to:

(a) TA providing reasonable prior notice;

(b) TA and its Personnel complying with the Supplier's reasonable security procedures; and

(c) if appropriate, execution of a deed of confidentiality relating to non-disclosure of the Supplier's Confidential Information.

40.4 For the purpose of complying with this clause 40, the Supplier must promptly and efficiently give TA and its Personnel any assistance they reasonably require.

40.5 Without in any way affecting the statutory powers of the Auditor-General under the *Auditor-General Act 1997* (Cth), and subject to the provisions of that Act, the Auditor-General is a person authorised for the purposes of this clause 40.

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41. Notice

41.1 Any notice under this Agreement must be given in writing and be addressed as set out in the Schedule.

41.2 Any notice given under clause 41.1 is deemed to have been received:

(a) if delivered personally - on the actual date of delivery if delivered before 5:00pm on a Business Day to either party's address specified herein, or on the Business Day following the actual date of delivery if delivered after 5:00pm on a Business Day or on a non-Business Day to either party's address specified herein;

(b) if sent by domestic mail - on the third Business Day after posting, or if sent by international mail – on the seventh Business Day after posting; or

(c) by email - if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or if it is transmitted after 5.00 pm (Sydney time) on the Business Day, or on a day that is not a Business Day – on the next Business Day.

42. Force majeure

42.1 If the Supplier is wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event then:

(a) as soon as reasonably practicable (and in any event no later than 10 days) after the Force Majeure Event arises, the Supplier must notify TA and advise:

(i) the full particulars of the Force Majeure Event;

(ii) an estimate of its likely duration;

(iii) the obligations affected by it and the extent to which the Supplier is unable to perform those obligations;

(iv) the steps taken to rectify it; and

(b) the Supplier's obligations under this Agreement will be suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

42.2 The Supplier must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. However, this does not require the Supplier to settle any industrial dispute in any way it does not want to.

42.3 If a delay by the Supplier arising directly out of a Force Majeure Event exceeds 30 days, TA may immediately terminate the Agreement on providing written notice to the Supplier and clause 27 will apply as though the Agreement were terminated pursuant to that clause.

43. Waiver

43.1 A failure or delay by a party to exercise any right or remedy it holds under this Agreement or at Law does not operate as a waiver of that right.

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43.2 A single or partial exercise by a party of any right or remedy it holds under this Agreement or at Law does not prevent the party from exercising that right again or to the extent it has not fully exercised that right.

44. Survival

44.1 Unless the contrary intention appears, the expiry or earlier termination of this Agreement will not affect the operation of any provision relating to:

(a) Intellectual Property Rights;

(b) Confidential Information;

(c) Privacy;

(d) Audit;

(e) Compliance with other Laws;

(f) Representations made by the Supplier;

(g) an indemnity; or

(h) any other provision which expressly or by implication from its nature is intended to continue.

45. General

45.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

45.2 This Agreement may not be amended or varied unless the amendment or variation is in writing and signed by all parties

45.3 This Agreement is governed by, and constructed in accordance with the Laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

45.4 This Agreement constitutes and contains the entire agreement between the parties with respect to the Services, and supersedes, any prior or contemporaneous agreements, oral or written. There are no promises, terms, condition or obligations, oral or written, expressed or implied, other than those contained herein.

45.5 In the event of any inconsistency between the English language version of this Agreement and any other language translation, the English language drafting shall take precedence.

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Schedule 2 : Sample Moral Rights Consent Form

DATE:

I, _____, [position], at [company], of [address] unconditionally and irrevocably, to the extent permitted by Law:

(a) consent to any acts or omissions (that may occur before or after this consent is given), that would otherwise infringe my Moral Rights in the Works created by me **[in the course of my employment with] / [in the provision of the Services to]** [company], including:

(i) any alteration to or deletion from the Works;

(ii) any use of the Works that does not identify me as the author of the Works;

(iii) any use of the Works that may falsely attribute authorship of the Works to any other person;

(b) waive all Moral Rights I might hold outside of Australia, in the Works created by me [in the course of my employment with] / [in the provision of the Services to] [company],

for the benefit of Tourism Australia ABN 99 657 548 712, its licensees, successors in title and anyone authorised by Tourism Australia to do any acts comprised in the copyright throughout the world.

In this deed:

"**Moral Rights**" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute, that exist, or that may come to exist, anywhere in the world in the Works and includes Performers' Moral Rights.

"Performers' Moral Rights" means rights of integrity of performership, rights of attribution of performership, rights not to have performership falsely attributed, and rights of a similar nature conferred by statute, that exist, or that may come to exist, anywhere in the world in relation to the Works.

"Services" means [***insert description of services performed***].

"**Works**" means any copyright work created, produced or reproduced by me, specifically relating to the [***provide brief description of works created***].

SIGNED, SEALED AND DELIVERED
by _____
in the presence of:

_____
Signature of party

_____
Signature of witness

_____
Name

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Execution

Executed as an agreement

Signed and agreed by the Supplier by its authorised representative:	
Name:	Victor De Vita
Position:	Partner
Date:	17 November 2026

DocuSigned by:
Victor De Vita
B76C1E7E19D343A...
Signature

Signed and agreed by Tourism Australia by its authorised representative:	
Name:	Kathryn O'Brien
Position:	EGM Global Markets
Date:	17 November 2026

Signed by:
Kathryn O'Brien
56DE25FE614F4D3...
Signature

DS GB Initial P

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