



Australian Government

Austrade

Agreement for Services

**for brand development and creative services
for Australia's nation brand**

The Commonwealth of Australia as represented by the Australian
Trade and Investment Commission (ABN 11 764 698 227)
("Austrade")

Clemenger BBDO (Sydney) Pty Ltd (ABN 61 000 357 648)
("Contractor")

Agreement for Services

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Agreement for Services

Details

Interpretation – definitions and rules of interpretation are contained in clause 1.

Parties	Austrade and the Contractor	
Austrade	Name	COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE AUSTRALIAN TRADE AND INVESTMENT COMMISSION (AUSTRADE)
	ABN	11 764 698 227
	Address	Level 2 Nishi Building, 2 Phillip Law Street, New Acton, ACT 2601, Australia
	Telephone	02 9392 2315
	Fax	N/A
	Attention	Fiona de Jong, Head of Australia's Nation Brand
Contractor	Name	CLEMENGER BBDO (SYDNEY) PTY LTD
	ABN	61 000 357 648
	Address	Level 3, Pier 8/9, 23 Hickson Rd, Walsh Bay 2000
	Telephone	02 9925 5333
	Fax	N/A
	Attention	s 47F
Purpose	The Contractor has agreed to provide the Services set out in Schedule 1 to the Commonwealth of Australia (Commonwealth) represented by the Australian Trade and Investment Commission (Austrade)	
Commencement Date	The date of this Agreement	
Term	To 30 June 2021	
Further Term	N/A	
Services	Means the services described in Schedule 1 and any Additional Requirements required by Austrade under a Work Order.	

Insurance	<p>Public liability: \$20 million per event or in the aggregate.</p> <p>Property damage: Not applicable</p> <p>Professional indemnity: \$10 million per event or in the aggregate.</p> <p>Workers compensation: as required by law.</p> <p>(see clause 18)</p>
Clauses of this Agreement that are confidential	<p>None</p> <p>(see clause 19)</p>
Executive escalation for disputes	<p>Austrade – Kelly Ralston, Chief Client Officer</p> <p>Contractor – s 47F Managing Director</p> <p>(see clause 30)</p>
Governing law	<p>Australian Capital Territory</p>
Date of Agreement	<p>See Signing page</p>

Agreement for Services

General terms

1. Definitions and Interpretation

1.1. Definitions

In this Agreement:

Additional Requirements has the meaning given in clause 6.

Agreement means this contract for the provision of Services and any Work Orders issued under this Agreement.

Austrade Material means any material provided by Austrade to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.

Austrade Premises means

- (a) Level 2, Nishi Building, 2 Phillip Law Street, New Acton, ACT 2604;
- (b) Level 23 Aon Tower, 201 Kent Street, Sydney NSW 2000; and
- (c) other State offices and other overseas posts as notified by Austrade from time to time.

Austrade Representative means the person nominated by Austrade under clause 4.1.

Austrade Supplied Items means any items of equipment and facilities provided by Austrade for the performance of the Services including but not limited to normal office services and facilities as are reasonably required for the performance of the Services.

Austrade Travel Policy means Austrade's policy for the organisation and undertaking of travel to interstate and overseas locations as amended by Austrade and notified to the Contractor from time to time.

Authority includes any Australian ministry, department, government, governmental or semi-governmental authority, agency, instrumentality, council, corporation, utility or other legal entity.

Business Day means a day other than a Saturday, Sunday or a NSW gazetted public holiday.

Commonwealth Protective Security Policy Framework or PSPF means the Commonwealth's Protective Security Policy Framework, at <https://www.protectivesecurity.gov.au/Pages/default.aspx>, or any replacement framework in place from time to time.

Commencement Date has the meaning given in the Details.

Confidential Information means, subject to clause 19.3, all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between (or on behalf of) the parties before, on or after the

date of this Agreement relating to the business, technology, customers or other affairs of a party to this Agreement, excluding information which:

- (a) is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the owner of the information; or
- (b) the disclosing party can prove by contemporaneous written documentation was already known to it at the time of disclosure (unless that knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the recipient acquires from another source entitled to disclose it.

Conflict of interest means in relation to a party, or as far as that party is aware, after making all appropriate enquiries, in respect of its Personnel, any circumstances which:

- (a) constitute a conflict;
- (b) constitute a known risk of conflict; or
- (c) may objectively be perceived to constitute a conflict;

between the interests of Austrade and those of the Contractor or its Personnel in relation to the Agreement.

Contract Material means all material, other than material created by the Contractor for its own internal administrative purposes, brought or required to be brought into existence by the Contractor, or any subcontractor, in the course of the Contractor's performance of this Agreement, including documents, equipment, information and data stored by any means.

Contractor Representative means the person nominated by the Contractor under clause 4.1.

Control of a corporation means having:

- (a) more than 49.9% of the votes eligible to be cast in the election of directors or any similar matter; or
- (b) the right to appoint or remove directors (or members of a governing body having functions similar to a board of directors) or any similar matter representing more than 49.9% of the votes exercisable by all the directors (or persons having similar functions); or
- (c) an interest of more than 49.9% in any category of the profits, distributions or net liquidation proceeds of that corporation.

Corporations Act means the *Corporations Act 2001*.

Designated Purpose means the use of the Contract Materials for the Nation Brand campaign as referred to in Request for Tender C18/0270 for the provision of brand development and creative services for Australia's nation brand.

Force Majeure Event means any of the following causes:

- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning storm, tempest, drought or meteor; or
- (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; and
- (e) strikes, blockades, lock out or other industrial disputes,

provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps.

Further Term has the meaning given in the Details.

GST has the meaning it has under the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999*.

Insolvent means being an insolvent under administration or insolvent or having a controller appointed (each as defined in the Corporations Act), or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

Intellectual Property means copyright, inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs and patents, circuit layouts and all rights in relation thereto and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Moral Rights means any of the rights described in Article 6bis of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the *Copyright Act 1968* or any other law of the Commonwealth of Australia), that exists or that may come to exist, anywhere in the world.

Personnel means the Contractor's officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel).

Pricing Schedule means the schedule for the payment of Services at Schedule 3 or as varied in accordance with a Work Order.

Quarter means a three month period commencing on either 1 July, 1 October, 1 January or 1 April.

Schedule means a schedule to this Agreement.

Services means the services described in Schedule 1 and any Additional Requirements required by Austrade under a Work Order.

Specified Personnel means the personnel listed as specified personnel in Schedule 1 or a Work Order, as varied in accordance with this Agreement.

Taxable Supply has the meaning it has under the GST Act.

Tax Invoice means a tax invoice which complies with the requirements under the GST Act.

Term has the meaning given in the Details.

Use means to use, copy, modify, enhance, maintain, prepare derivative works and (in the case of software or data) load, execute, store, transmit and display.

Web Content Accessibility Guidelines (WCAG) 2.0 means the international guidelines setting a standard for web content accessibility, at <https://www.w3.org/WAI/standards-guidelines/wcag/>.

Work Order means a separate order for Additional Requirements in the form of Schedule 2, submitted by Austrade and accepted by the Contractor in accordance with clause 6.4.

1.2. Rules of interpretation

1.2.1. In this Agreement unless the contrary intention appears:

- (a) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (b) a reference to a clause is a reference to a clause of this Agreement;
- (c) a reference to a clause number is a reference to the clause including its subclauses;
- (d) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference;
- (e) the recitals to this Agreement do not form part of this Agreement;
- (f) words in the singular include the plural and vice versa;
- (g) words importing a gender include any other gender;
- (h) a reference to a person includes bodies corporate, unincorporated associations and partnerships;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (k) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

- (l) a reference to Australian dollars, dollars, AUD, A\$ or \$ is a reference to the lawful currency of Australia;
- (m) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- (n) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.2.2. Headings are inserted for convenience and do not affect the interpretation of this Agreement.

2. Inconsistency

2.1. Agreement and Schedule

2.1.1. If there is any inconsistency between the body of this Agreement and a Schedule, the body of this Agreement prevails to the extent of the inconsistency.

2.2. Schedules

2.2.1. If there is any inconsistency between Schedules, the following order of priority in interpretation applies:

- (a) Services (Schedule 1);
- (b) the Pricing Schedule (Schedule 3); and
- (c) other Schedules have equal status.

2.3. Other documents

2.3.1. If there is any inconsistency between the contents of a Schedule in circumstances where the Schedule is made up of a number of sub-documents, the body of the Schedule will take priority over the sub-documents. The sub-documents have equal status.

Part 1 - Introduction

3. Term

3.1. Initial term

3.1.1. This Agreement commences on the Commencement Date and continues for the Term.

3.2. No obligation to extend

3.2.1. Austrade is not obliged to extend this Agreement or to enter into any further agreement with the Contractor on the same or different terms.

4. Contract Management

4.1. Representatives

- 4.1.1. Each party must nominate one person with appropriate skills, qualifications and experience as its representative, to be responsible for the operational co-ordination and management between the parties of the performance of this Agreement. Either party may change its representative by notice to the other from time to time.

4.2. Management committee

- 4.2.1. If required by Austrade, the parties must form a management committee to:
- (a) monitor and review each party's performance of this Agreement;
 - (b) consider ways in which the provision of the Services may be improved or delivered more efficiently;
 - (c) assess any deficiencies in the processes established by this Agreement and, if appropriate, develop changes to those processes for the parties to consider; and
 - (d) resolve promptly any complaints or issues raised by either party.

4.3. Meetings

- 4.3.1. If required by Austrade, the committee will meet:
- (a) on a weekly basis for the first two months of the Term; and then
 - (b) on a fortnightly basis.

4.4. Composition

- 4.4.1. The committee will comprise two representatives from each party, as nominated by the relevant party from time to time, and will be chaired by a representative of Austrade.

4.5. Expected knowledge

- 4.5.1. Each party must ensure that their representatives attending committee meetings have suitable skills, qualifications and experience, are suitably informed about the matters to be considered by the committee and are able to provide sufficient information on those matters to enable the committee to properly perform its functions.

Part 2 - Provision of Services

5. Services

5.1. General

- 5.1.1. In consideration of Austrade paying the Contractor in accordance with the Pricing Schedule, the Contractor will provide Austrade with the Services.

5.2. Other Services

- 5.2.1. The Contractor must provide any services which are necessary or incidental to the Services, or the proper performance of the Services.

5.3. Service standards

- 5.3.1. The Contractor must provide the Services:
- (a) in accordance with applicable law;
 - (b) in accordance with applicable Australian standards, and Web Content Accessibility Guidelines 2.0 level AA for digital content;
 - (c) with due skill, care and diligence; and
 - (d) to a high professional standard, in a timely manner and in accordance with the professional standards of conduct applying to the relevant industry.

6. Additional Requirements

6.1. General

- 6.1.1. If Austrade requires additional services not described or contemplated in Schedule 1 (**Additional Requirements**), Austrade may issue a Work Order for those Additional Requirements.

6.2. Payment for Additional Requirements

- 6.2.1. The Contractor must not commence performance of, or charge Austrade for, any Additional Requirements unless Austrade has approved the performance of those Additional Requirements under a Work Order authorised by the Austrade Representative.
- 6.2.2. Austrade will have no liability to pay for, and the Contractor has no obligation to provide, any Additional Requirements not authorised by such a Work Order.

6.3. Details in a Work Order

- 6.3.1. A Work Order for Additional Requirements must include, as a minimum:
- (a) details of the Additional Requirements to be performed;
 - (b) a price for the Additional Requirements;
 - (c) the process for the issuing of invoices for the Additional Requirements; and
 - (d) a due date for the completion of the Additional Requirements.

6.4. Acceptance of a Work Order

- 6.4.1. The Contractor must notify Austrade within 5 Business Days of receipt of a Work Order if it accepts the Work Order. If accepted, the Contractor

must perform the Additional Requirements in accordance with the terms of this Agreement and the accepted Work Order.

- 6.4.2. If the Contractor does not accept a Work Order, the parties may agree to negotiate variations to the proposed Work Order.
- 6.4.3. Nothing in this clause limits Austrade's right to engage a third party to perform Additional Requirements.

7. Directions

- 7.1.1. Austrade may give the Contractor directions about any aspect of the Contractor's performance of this Agreement, or any of the Contractor's obligations under clauses 16 (Record keeping and Audit), 17 (Reports) and 18 (Insurance).
- 7.1.2. The Contractor must comply, and must ensure that Personnel comply, with directions given by Austrade under this clause.

8. Performance outside Australia

- 8.1.1. If the Contractor is performing any part of this Agreement outside Australia (other than in a country where the Contractor is normally resident), the Contractor must:
 - (a) not engage in any political activity in the relevant country during the provision of the Services;
 - (b) observe all laws and respect all religions and customs of that country; and
 - (c) otherwise not do anything that would damage the reputation of Austrade.

9. Conflict of interest

- 9.1.1. The Contractor warrants that no Conflict of Interest exists, or is anticipated, relevant to its performance of this Agreement.
- 9.1.2. If such a conflict arises, the Contractor must notify Austrade immediately. Austrade may decide in its absolute discretion whether the Contractor may undertake the conflicting work or not.

10. False or misleading information

- 10.1.1. The Contractor acknowledges that it is a serious offence under the *Criminal Code Act 1995* to provide false or misleading information to the Commonwealth.

Part 3 - Personnel

11. Personnel

11.1. Standard

- 11.1.1. The Contractor must ensure that the Services are provided by Personnel with appropriate skills, qualifications and experience.

11.2. Personnel to comply with this Agreement

- 11.2.1. The Contractor must ensure that Personnel comply with the obligations of the Contractor under this Agreement.

11.3. Conduct of personnel

- 11.3.1. The Contractor must, if using or accessing Austrade's premises or facilities, comply with all reasonable directions and procedures relating to work, health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

11.4. Austrade's right to remove

- 11.4.1. If Austrade is dissatisfied with the performance of particular Personnel, Austrade may request that the Contractor remove those Personnel from their involvement in the provision of the Services. Subject to any applicable law, the Contractor must immediately comply with such a request.
- 11.4.2. Subject to clause 12, the Contractor must promptly replace the relevant Personnel at no additional cost to Austrade with another person who has the appropriate skills, qualifications and experience.

11.5. Austrade property

- 11.5.1. Austrade will supply Austrade Material and Austrade Supplied Items to the Contractor as appropriate for the provision of the Services.
- 11.5.2. The Contractor warrants that the Contractor and its Personnel will:
- (a) use in a proper manner and maintain in good order all Austrade Supplied Items and Austrade Material; and
 - (b) promptly return all Austrade Supplied Items and Austrade Material upon completion of use or otherwise upon expiry or termination of this Agreement, in good condition, apart from reasonable wear and tear.

11.6. Responsibility of Contractor

- 11.6.1. The Contractor is responsible for ensuring the adequacy of any workers' compensation for its Personnel and is responsible for the payment of any sick pay, holiday pay, PAYG tax, fringe benefit tax, payroll tax,

superannuation, other statutory charges and any other amount payable to the Personnel. The Contractor may not recover any of these amounts from Austrade.

11.7. Indemnity

- 11.7.1. If any fine, penalty or other charge is imposed on Austrade as a result of non-compliance with clause 11.6, the Contractor indemnifies Austrade in respect of that fine, penalty or other charge.

12. Specified Personnel

12.1. Specified Personnel

- 12.1.1. The Contractor must at all times ensure that the Specified Personnel perform their designated roles in the provision of the Services as detailed in Schedule 1.
- 12.1.2. The Contractor warrants that the Specified Personnel possess the skills and knowledge necessary to perform those designated roles.
- 12.1.3. The Contractor must not remove (temporarily or permanently) or replace Specified Personnel, or appoint a person as Specified Personnel, without Austrade's consent.

12.2. Replacement of Specified Personnel

- 12.2.1. If any Specified Personnel are:

- (a) no longer employed by the Contractor;
- (b) removed in accordance with clause 11.4; or
- (c) otherwise unavailable to provide the Services as required under this Agreement,

(Unavailability Circumstance), the Contractor must present Austrade with an appropriately qualified and experienced proposed replacement for that Specified Personnel within 10 Business Days after the Unavailability Circumstance occurs.

- 12.2.2. The proposed replacement must be in a position to commence providing the Services immediately after Austrade's consent to the proposed replacement.
- 12.2.3. The Contractor acknowledges that the quality of the Specified Personnel offered was a key reason for Austrade selecting the Contractor to provide the Services. Austrade may, at its complete discretion, by written notice:
- (a) accept the proposed replacement personnel; or
 - (b) reject the proposed replacement personnel, and is not required to provide reasons for its rejection.

12.2.4. If under clause 12.2.3 Austrade rejects the offered personnel, the Contractor must present Austrade with a different appropriately qualified and experienced proposed replacement for that Specified Personnel within 5 Business Days of Austrade providing the written notice.

12.2.5. Austrade may:

- (a) accept the further proposed replacement Specified Personnel; or
- (b) at its complete discretion, by written notice reject the further proposed replacement personnel, and is not required to provide reasons for its rejection.

12.2.6. If under clause 12.2.5:

- (a) Austrade rejects the further proposed replacement personnel; or
- (b) the Contractor does not present Austrade with further proposed replacement personnel within the time required under clause 12.2.4,

Austrade may terminate the Agreement for breach by the Contractor, in accordance with clause 24.1.1.

Part 4 - Charges

13. Charges and Invoicing

13.1. Charges

13.1.1. Austrade agrees to pay the Contractor for the Services in accordance with the Pricing Schedule (and for Additional Requirements, any amendment to the Pricing Schedule in a Work Order), subject to Austrade being reasonably satisfied with the provision of the Services.

13.1.2. The charges quoted in the Pricing Schedule are inclusive of all taxes and duties (excluding GST) payable in connection with the Services.

13.2. Invoicing

13.2.1. The Contractor will invoice Austrade for the provision of the Services on a monthly basis, as described in the Pricing Schedule.

13.2.2. An invoice must:

- (a) be in the form of a Tax Invoice (or, where the relevant supply is not a Taxable Supply, in the form of an invoice approved by Austrade);
- (b) be in Australian dollars;
- (c) be addressed to Austrade in accordance with this Agreement;
- (d) be accompanied by supporting documentation in respect of the Services, in the form, and containing the information, reasonably required by Austrade; and

- (e) comply with any specific requirements in the Pricing Schedule.

13.3. Payment of invoices

- 13.3.1. Austrade agrees to pay a correctly rendered invoice within 30 days of receipt of the invoice, subject to Austrade being satisfied with the provision of the Services.

13.4. Disputed invoices

- 13.4.1. If Austrade considers in good faith that an invoice exceeds the amount properly payable, Austrade must:
 - (a) notify the Contractor of the amount in dispute within 10 Business Days after receipt of the invoice; and
 - (b) pay the balance of the invoice in accordance with clause 13.3.

- 13.4.2. The Contractor must continue to comply with its obligations under this Agreement, notwithstanding that there is a disputed invoice.

13.5. Payment of suppliers and subcontractors

- 13.5.1. Where an invoice from the Contractor includes an amount on account of goods or services provided by a supplier or a subcontractor, that amount must first have been paid by the Contractor to the supplier or subcontractor before inclusion in the invoice. Any such inclusion constitutes a warranty by the Contractor that the amount has been paid in full to the relevant supplier or subcontractor.

14. Goods and services tax

14.1. Exclusive

- 14.1.1. Unless otherwise indicated, any consideration for a supply under this Agreement is exclusive of any GST (Goods and Services Tax) imposed on the supply.

14.2. Recovery

- 14.2.1. Where the consideration for a supply by one party (**Supplier**) to another (**Recipient**) under or in connection with this Agreement is stated to be exclusive of GST, the Recipient must pay to the Supplier an additional amount equal to the GST imposed (without deduction or set-off) in addition to the consideration the Recipient is required to provide the Supplier for the supply in question. However, no amount is payable by the Recipient under this clause unless and until the Supplier provides a Tax Invoice to the Recipient.

14.3. Adjustment

- 14.3.1. If the additional amount under clause 14.2 differs from the amount of the GST payable by the Supplier, the additional amount must be adjusted between the parties.

14.4. Claim back

- 14.4.1. If a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount attributable to the GST which the party is entitled to claim back by way of an input tax credit or otherwise.

Part 5 - Contractor Obligations

15. Security

15.1. Compliance

- 15.1.1. The Contractor must comply with the security requirements for the protection of official information:

- (a) detailed in the Commonwealth Protective Security Policy Framework and Austrade's Security Instructions to the degree that they are relevant to provision of the Services, as minimum standards; and
- (b) as advised by Austrade from time to time during the term of this Agreement.

The Contractor agrees to perform its security obligations to the highest professional standards described or indicated in the requirements of the Commonwealth Protective Security Policy Framework.

15.2. Subcontractors and personnel

- 15.2.1. The Contractor must ensure that all Personnel, when using Austrade's premises or facilities, comply with all Austrade procedures and directions relating to security.

- 15.2.2. If required by Austrade, each of the officers, employees, agents and subcontractors engaged by or on behalf of the Contractor, must meet all necessary security assessments and standards required by Austrade including:

- (a) an identity check;
- (b) a National Police Clearance check or equivalent;
- (c) signing any forms notified to the Contractor by Austrade prior to the Commencement Date; and
- (d) holding relevant Australian Government security clearances to the level requested by Austrade in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by Austrade.

15.3. Security clearances

- 15.3.1. If security clearances are required, Austrade will facilitate the obtaining of security clearances and the cost of security clearances for Personnel will be borne by Austrade.

15.4. Security awareness

15.4.1. All Personnel, where Austrade considers this appropriate, must:

- (a) attend and complete an Austrade security awareness course prior to or as soon as possible after the Commencement Date at the Contractor's cost; and
- (b) comply with any other security awareness requirements reasonably requested by Austrade.

15.5. Security breaches

15.5.1. The Contractor acknowledges that if any Personnel loses their security clearance or causes a security breach, Austrade may:

- (a) after consultation with the Contractor, require the replacement of Personnel; or
- (b) terminate this Agreement for breach.

15.5.2. The Contractor agrees to notify Austrade immediately on becoming aware of any security incident or security breach. The Contractor agrees that if a security incident or a security breach occurs, the Contractor will comply with all directions of Austrade in order to rectify the security problem.

15.6. Reviews

15.6.1. The Contractor agrees to participate in security reviews of the procedures implemented in performance of this Agreement at least annually, if requested by Austrade. The Contractor agrees to participate in any audit conducted of the operation of the security requirements specified in this Agreement and to provide full co-operation to Austrade or its independent auditors, including the Australian National Audit Office, for this purpose.

16. Record keeping and Audit

16.1. Records

16.1.1. The Contractor must comply with the record keeping obligations described in Schedule 4.

16.2. Audit

16.2.1. Austrade has the inspection and audit rights described in Schedule 4.

17. Reports

17.1.1. The Contractor must provide Austrade with the reports described in Schedule 5 in a form and content reasonably satisfactory to Austrade.

17.1.2. The Contractor must comply with Austrade's reasonable directions as to the form and content of reports or other written information required under this Agreement. Austrade must give the Contractor at least 2 weeks

notice of a change in the requirements for reports, unless otherwise agreed with the Contractor.

- 17.1.3. All costs associated with the preparation of any reports are to be borne by the Contractor.

18. Insurance

18.1. Required insurance

- 18.1.1. The Contractor must take out and maintain throughout the term of this Agreement:

- (a) the insurances specified in the Details;
- (b) any other insurance required by law; and
- (c) any other insurance reasonably required by Austrade from time to time relevant to the performance of this Agreement, on reasonable notice to the Contractor.

- 18.1.2. Records of any claims made under any required insurance policy must also be maintained for a period of 7 years after the expiry or termination of this Agreement.

18.2. Evidence of insurance

- 18.2.1. The Contractor must give Austrade evidence of the currency of any required insurance policy, promptly on request.

18.3. Avoid insurance voiding events

- 18.3.1. The Contractor must use all reasonable endeavours to prevent any required insurance policy from becoming void, invalid, vitiated or ineffective.

18.4. Termination on loss of insurance

- 18.4.1. If any required insurance policy becomes void, invalid, vitiated or otherwise ineffective, Austrade may terminate this Agreement immediately by notice to the Contractor.

19. Confidentiality

19.1. Obligation

- 19.1.1. Neither party may disclose the Confidential Information of the other (or Confidential Information disclosed by or on behalf of the other), or use that information for any purpose, except:

- (a) to officers, employees, agents, advisers or approved subcontractors requiring the information for the purposes of this Agreement;
- (b) with the consent of the other party;

- (c) if required to do so by any law or a stock exchange; or
- (d) to the extent necessary in connection with legal proceedings relating to this Agreement.

19.1.2. When disclosing information under clauses 19.1.1(a) or (b), a party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not disclose the information except in the circumstances permitted in clause 19.1.1.

19.1.3. Where a party is required to disclose the Confidential Information of the other party under clauses 19.1.1(c) or (d), the disclosing party must give to the other party reasonable notice of the required disclosure.

19.2. Undertaking from personnel

19.2.1. If required by Austrade, the Contractor must obtain from Personnel a written undertaking not to disclose Confidential Information in the form notified by Austrade from time to time.

19.3. Exception

19.3.1. Notwithstanding clause 19.1, Austrade may disclose Confidential Information of the Contractor if required or requested to do so by any judicial, parliamentary or governmental committee, member, house, body, agency or Authority. If appropriate, Austrade must give reasonable notice to the Contractor of the relevant disclosure.

19.4. Confidentiality of this Agreement

19.4.1. The terms of this Agreement are not Confidential Information of the Contractor, except for any terms listed as confidential in the Details.

20. Privacy

20.1.1. The Contractor agrees, in respect of personal information held in connection with this Agreement:

- (a) to comply with the Australian Privacy Principles in the *Privacy Act 1988* applicable to this Agreement, as if it were a "record-keeper" as defined in the *Privacy Act 1988*, the Australian Privacy Principles, and any other applicable privacy law;
- (b) to use personal information only for the purposes of fulfilling its obligations under this Agreement;
- (c) not to disclose the information without the written authority of Austrade except for the purposes of fulfilling its obligations under this Agreement. The Contractor must immediately notify Austrade where it becomes aware that a disclosure of personal information may be required by law;

- (d) not to transfer the personal information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of Austrade;
- (e) to maintain a privacy policy on access to and correction of the personal information, and other matters, that complies with the Australian Privacy Principles (as defined in the *Privacy Act 1988*);
- (f) to ensure Personnel requiring access to any personal information are under a legal obligation not to access, use, disclose or retain the information except in performing their duties of employment or engagement (as applicable) and is informed that failure to comply with this undertaking may be a criminal offence and may also require the Contractor to take disciplinary action against the relevant Personnel;
- (g) to include equivalent provisions in any subcontract, including this subclause (g); and
- (h) to notify Austrade immediately if the Contractor becomes aware of a breach of this clause by itself or by any subcontractor (including any breach to which mandatory breach reporting obligations apply).

21. Publicity

21.1.1. The Contractor may not make media or other announcements or releases relating to this Agreement or the provision of the Services, without Austrade's consent to the form, content and manner of the announcement or release, except to the extent that the announcement or release is required to be made by law or by a stock exchange.

22. Intellectual property

22.1. General principle

22.1.1. Subject to this clause, the title to and Intellectual Property in or in relation to all:

- (a) Austrade Materials remains with Austrade; and
- (b) Contract Material vests on their creation in Austrade.

22.1.2. With respect to any Contract Material, irrespective of where it is created, if requested by Austrade, the Contractor must:

- (a) sign, execute or otherwise deal with; and
- (b) ensure that any third party that creates any Contract Material signs, executes or otherwise deals with,

any document which may be necessary to vest all rights in and title to the Intellectual Property in the Contract Material with Austrade.

22.2. Non Derogation

22.2.1. The Contractor must not and must ensure that any third party who deals with any Austrade Materials or the Contract Material does not do, cause or authorise the doing of anything which may adversely affect or jeopardise, anywhere in the World, any of Austrade's rights or ownership of any Intellectual Property in those materials including challenging the validity of Austrade's:

- (a) ownership of the Intellectual Property; or
- (b) right to register any unregistered Intellectual Property, whether or not an application for registration has been made.

22.3. Exceptions to general principle

22.3.1. Clause 22.1 does not apply to:

- (a) any Intellectual Property rights existing at the Commencement Date, or developed independently of the Contractor's performance of this Agreement; or
- (b) the Contractor's internal management, financial records and working papers created in the course of the Contractor's performance of this Agreement.

22.4. Licence

22.4.1. The Contractor grants Austrade a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence (including the right to sublicense) to Use any Contractor or third party Intellectual Property rights embodied in any of the Contract Material, for any purpose other than commercial exploitation.

22.4.2. Austrade grants the Contractor a non-exclusive licence to use the Contract Material and any Austrade Material solely for the purpose of performing the Services.

22.5. Warranty

22.5.1. The Contractor warrants that:

- (a) the Contractor's performance of this Agreement; and
- (b) subject to clause 22.8, Austrade's and its employees', agents', advisers' and subcontractors' Use of the Contract Material, will not infringe the Intellectual Property rights of any person.

22.6. Indemnity

22.6.1. The Contractor indemnifies Austrade against direct loss, liability or expense arising out of or in connection with a claim by a third party that the Contractor's performance of this Agreement, or Austrade's or its

employees', agents', advisers' or subcontractors' Use of the Contract Material, infringes their Intellectual Property rights.

22.6.2. For the purposes of this clause, "infringement" includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990*, section 100 of the *Designs Act 2003*, section 183 of the *Copyright Act 1968* and section 25 of the *Circuit Layouts Act 1989* constitute an infringement.

22.7. Moral Rights

22.7.1. The Contractor:

- (a) agrees not to enforce any Moral Rights that it may have; and
- (b) must use its reasonable endeavours to procure from each author their express agreement, that they not enforce any Moral Rights that they may have, presently or in the future, in any works or material produced in accordance with this Agreement, including by executing any Moral Rights consents required by Austrade. If the Contractor is unable to procure from an author the consent or agreement referred to above, the Contractor must:
 - (i) notify Austrade as soon as possible; and
 - (ii) not use that author's work, items or material without Austrade's approval.

22.7.2. The Contractor must ensure that any agreement or consent is genuinely given and not obtained by duress or by the making of any false or misleading statement. The Contractor must give Austrade the signed agreements and consents, promptly on request.

22.8. Third Party Rights

22.8.1. Where, in the reasonable opinion of Austrade, any Contract Material does or is likely to infringe the rights of any 3rd party's Intellectual Property which does or may prevent Austrade from using the Contract Material for its Designated Purpose, the Contractor will, where requested by Austrade and to Austrade's reasonable satisfaction obtain such consents from the relevant third party that will allow Austrade to use the Contract Material for its Designated Purpose without infringing that 3rd party's Intellectual Property.

Part 6 - Legal Provisions

23. Warranties

23.1. General Warranty

23.1.1. The Contractor warrants that all Services performed under this Agreement will be performed or supplied:

- (a) in accordance with standards and practice recognised by the relevant industry body or the industry generally from time to time;
- (b) in accordance with all applicable laws and regulations; and
- (c) with due care, skill, diligence and in a proper and professional manner.

23.2. Fit for Purpose

23.2.1. The Contractor warrants that all work produced as a result of the Services will be fit for the purpose for which it is supplied.

24. Termination

24.1. Termination for breach or insolvency

24.1.1. Austrade may terminate this Agreement by notice to the Contractor if:

- (a) the Contractor commits a breach of clause 15 (Security);
- (b) Austrade gives notice under clause 12.2.6 for failure by the Contractor to provide acceptable replacement personnel or further replacement personnel; or
- (c) the Contractor commits any other breach of this Agreement where the breach can be remedied, and the Contractor fails to remedy it within 10 Business Days of receipt of a notice from Austrade specifying the breach and requiring it to be remedied; or
- (d) the Contractor becomes Insolvent.

24.1.2. Austrade may also terminate this Agreement as provided elsewhere in this Agreement.

24.2. Termination for Convenience

24.2.1. Either party may at any time, by notice, terminate this Agreement in whole or in part, by giving 60 days' notice in writing.

24.2.2. If it does so, Austrade will pay the Contractor any fees for Services provided to the effective date of termination, but is not liable for any loss of profit, or other losses or costs, suffered or incurred by the Contractor as a result.

24.2.3. For the avoidance of doubt, either party has an unfettered discretion to terminate this Agreement in accordance with this clause.

25. Obligations on expiry or termination

25.1. Obligations

25.1.1. Upon receipt of a notice of termination the Contractor must:

- (a) stop work as specified in the notice;

- (b) take all available steps to minimise loss resulting from that termination and to protect Austrade Supplied Items, Austrade Material and Contract Materials; and
- (c) continue work on any of the Services not affected by the notice.

25.2. Partial Termination

- 25.2.1. In the event of partial termination, Austrade's liability to pay the fees to the Contractor in accordance with the Pricing Schedule will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services being provided.

25.3. Return of material on termination

- 25.3.1. On the expiry or termination of this Agreement, the Contractor must promptly return all Austrade Material and Contract Material to Austrade, if requested to do so.

25.4. Preservation of rights

- 25.4.1. The expiry or termination of this Agreement will not extinguish or affect:
 - (a) any rights of either party against the other which:
 - (i) accrued prior to the time of the expiry or termination; or
 - (ii) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Agreement which arose prior to the time of the expiry or termination; or
 - (b) clauses 5.3, 11.5, 11.6, 11.7, 15, 16, 18, 19, 20, 21, 22, 23, 25, 26, 27, 33.7, 33.11 and 33.12, and any other provisions of this Agreement which by their nature survive expiry or termination.

25.5. Reimbursement for prepayment

- 25.5.1. The Contractor must reimburse Austrade on a pro rata basis in the form of a one-off payment for any prepayments made by Austrade for Services that were to be provided after the effective date of termination.

26. Liability and Indemnity

26.1. Liability for Damage to Property

- 26.1.1. The Contractor is liable for and indemnifies Austrade against direct liability, damage, loss, claim or expense in respect of:
 - (a) any injury, loss or damage whatsoever to any property, real or personal; and
 - (b) any personal injury to, or death of, any person, arising out of, or in any way connected with, the provision of the Services.

26.2. Indemnity for loss

26.2.1. The Contractor is liable for and indemnifies Austrade against direct liability, damage, loss, claim or expense arising from, or incurred in connection with:

- (a) a breach of this Agreement by the Contractor or any of its officers, employees, agents or subcontractors;
- (b) the negligence or default of the Contractor or any its officers, employees, agents or subcontractors (including any Specified Personnel); or
- (c) Austrade doing anything which the Contractor must do under this Agreement but it has not done or which Austrade considers the Contractor has not done properly.

26.3. Contribution

26.3.1. Any liability a party has to the other for breach of this Agreement is reduced to the extent the other party caused or contributed to the breach.

26.4. Limitation of liability

26.4.1. Subject to clause 26.4.2, the liability of the Contractor arising out of or in connection with the Agreement (including any indemnity) is limited to the total amount of the fees received by the Contractor in the last 12 months.

26.4.2. Any limit on the liability of the Contractor under clause 26.4.1 does not apply in relation to liability relating to:

- (a) personal injury (including sickness and death);
- (b) loss of, or damage to, tangible property;
- (c) an infringement of Intellectual Property Rights;
- (d) a breach of any obligation of confidentiality, security or privacy;
- (e) fraud; or
- (f) any breach of statute or any unlawful or wilfully wrong act or omission including, any act or omission that constitutes a deliberate refusal by the Contractor to honour the majority, or all, of its obligations under the Agreement.

27. Archives Act 1983

27.1. No transfer without approval

27.1.1. The Contractor must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983*) without the prior approval of Austrade and the National Archives of Australia.

27.2. Compliance with Act

27.2.1. If Austrade authorises the transfer of custody of Commonwealth records to the Contractor, the Contractor must comply with the requirements of the *Archives Act 1983*.

27.3. Compliance with directions

27.3.1. The Contractor must comply with any direction given by Austrade for the purpose of transferring Commonwealth records to the custody of the National Archives of Australia or providing the National Archives of Australia with full and free access to those records.

28. Australian Government requirements

28.1. Compliance with Laws

28.1.1. The Contractor must, and must ensure Personnel, when performing any obligation under this Agreement, comply with:

- (a) applicable laws of the Commonwealth, any State, Territory or local authority;
- (b) the *Workplace Gender Equality Act 2012*; and
- (c) the following laws as if the Commonwealth provisions applied to the Contractor:
 - (i) *Crimes Act 1914*;
 - (ii) *Racial Discrimination Act 1975*;
 - (iii) *Sex Discrimination Act 1984*;
 - (iv) *Disability Discrimination Act 1992*.

28.2. Commonwealth policies

28.2.1. The Contractor must comply, and must ensure that Personnel comply, with applicable Commonwealth policies notified to the Contractor from time to time.

29. Force Majeure

29.1.1. A party is released from its obligations under this Agreement to the extent it is unable to perform those obligations due to a Force Majeure Event.

30. Dispute Resolution

30.1.1. Either party may give the other a notice of dispute under this Agreement.

30.1.2. The parties will use all reasonable endeavours to resolve any dispute notified under this clause promptly, including by escalation where appropriate.

30.1.3. Nothing in this clause affects either party's rights.

31. Notices

31.1. Requirements

31.1.1. A notice, approval, consent, instruction or other communication in connection with this Agreement:

- (a) must be in writing;
- (b) must be marked for the attention of the person set out below; and
- (c) must be:
 - (i) left at the address of the addressee;
 - (ii) sent by express post (for Australian domestic mail) or air mail (for international post) to the street address of the addressee; or
 - (iii) sent by e-mail to the e-mail address of the addressee,
 - (iv) where the street address and e-mail address of each addressee are those specified in this clause, or if the addressee notifies another street address or e-mail address then that street address or e-mail address.

The addresses of the parties are:

Austrade

Attention: Fiona de Jong, Head of Australia's Nation Brand

Address: Australian Trade and Investment Commission (Austrade)
Level 2 Nishi Building
2 Phillip Law Street
New Acton ACT 2601
Australia

E-mail: fiona.dejong@austrade.gov.au

Contractor

Attention: **s 47F** Managing Director

Address: Level 3, Pier 8/9, 23 Hickson Road,
Walsh Bay, NSW 2000

E-mail: **s 47F** @clemenger.com.au]

A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

31.2. Deemed Receipt

31.2.1. A communication is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if posted by express post in Australia, on the first Business Day after posting;
- (c) if posted other in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting;
- (d) if emailed, at the time that would be the time of receipt under the *Electronic Transactions Act 1999*.

32. Subcontractors

32.1. General Principle

32.1.1. The Contractor may not subcontract its obligations under this Agreement (or any part of them) without Austrade's prior consent in writing.

32.1.2. In order to consider its consent, Austrade may require that the Contractor provide Austrade with a copy of the proposed contract to be entered into with the subcontractor. The Contractor must provide Austrade with a copy of the executed contract promptly on request by Austrade.

32.2. Specific Subcontracts

32.2.1. The Contractor may not enter into a subcontract with a subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012*.

32.2.2. The Contractor acknowledges that Austrade may publicly disclose the names of any sub-contractors engaged by the Contractor and shall inform relevant sub-contractors that participation in fulfilling this Agreement may be publicly disclosed.

32.3. Effect of Subcontract

32.3.1. The Contractor entering into a subcontract does not:

- (a) create any contractual relationship between Austrade and the subcontractor; or
- (b) relieve the Contractor from liability for the performance of any of its obligations under this Agreement.

33. Miscellaneous

33.1. No agency or partnership

33.1.1. Nothing in this Agreement constitutes either party as the agent, partner or joint venturer of the other.

33.1.2. The Contractor acknowledges that it has no authority to bind Austrade without Austrade's specific consent in writing.

33.2. No employment relationship

33.2.1. This Agreement does not constitute a relationship of employer and employee between Austrade and the Contractor or any Personnel.

33.2.2. The Contractor enters into this Agreement as an independent contractor and retains the sole responsibility for the management and direction of Personnel in relation to the performance of this Agreement.

33.2.3. The Contractor must not, and must ensure that its Personnel do not, represent itself or themselves as being Austrade's employees, partners or agents.

33.3. Assignment by Contractor

33.3.1. The Contractor may not assign any of its rights or obligations under this Agreement without Austrade's prior consent in writing.

33.3.2. A change in Control of the Contractor constitutes an assignment requiring Austrade consent under this clause, unless the Contractor is listed on a stock exchange at the time.

33.4. Costs

33.4.1. The Contractor and Austrade each agree to bear their own legal and other costs of and incidental to the preparation, execution and completion of this Agreement.

33.5. Discretion in exercising rights

33.5.1. A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

33.6. Partial exercising of rights

33.6.1. If a party does not exercise a right or remedy fully at a given time, the party may still exercise it later.

33.7. No liability for loss

33.7.1. Austrade is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.

33.8. Approvals and consents

33.8.1. By giving its approval or consent Austrade does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

33.9. Remedies cumulative

33.9.1. The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.

33.10. Variation and Waiver

33.10.1. The provisions of this Agreement may not be varied either in law or in equity except in writing signed by both Austrade and the Contractor.

33.10.2. A waiver by either party in respect of a breach of a provision of this Agreement by the other party does not operate as a waiver in respect of any other breach, and the failure of either party to enforce at any time a provision of this Agreement is not to be interpreted as a waiver of the provision.

33.11. Survival of indemnities

33.11.1. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the indemnifying party and survives termination of this Agreement.

33.12. Enforcement of indemnities

33.12.1. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

33.13. Entire agreement

33.13.1. This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

33.14. Further steps

33.14.1. Each party will promptly do and perform all further acts and executions and deliver all further documents (in form and content reasonably satisfactory to that party) required by law, or reasonably requested by the other party to give effect to this Agreement.

33.15. Counterparts

33.15.1. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one agreement.

34. Governing law, jurisdiction and service of process

34.1. Governing law

34.1.1. This Agreement and the transactions contemplated by this Agreement are governed by the law in force in the Australian Capital Territory.

34.2. Submission to jurisdiction

- 34.2.1. Each party submits to the exclusive jurisdiction of the courts of the Australian Capital Territory, and courts of appeal from them, for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement. Each party waives any right it has to object to an action being brought in those courts, including claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

34.3. Service of notices

- 34.3.1. Without preventing any other method of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 31.

Agreement for Services

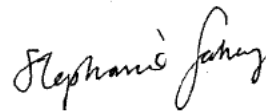
Signing page

EXECUTED as a contract

DATED: 14 December 2018

SIGNED by:

Dr Stephanie Fahey, CEO of the
Australian Trade and Investment
Commission representing the
Commonwealth of Australia in the
presence of:



S 47F

Name or witness (block letters)

By executing this Agreement the
signatory warrants that the
signatory is duly authorised to
execute this Agreement on behalf of
the Commonwealth of Australia
as represented by the Australian
Trade and Investment
Commission

EXECUTED by Clemenger BBDO
(Sydney) Pty Ltd in accordance
with section 127(1) of the
Corporations Act by authority of its
Directors:

S 47F

Name of witness (block letters)

S 47F

Name of Director (block letters)

Agreement for Services

Schedule 1 – Services

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- | | |
|----------|-----------------|
| 1 | Services |
|----------|-----------------|
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- | | |
|-----|---|
| 1.1 | The key task of the Contractor is to develop a contemporary and unifying nation brand for Australia. This will include (but not be limited to) developing and implementing: <ul style="list-style-type: none">(a) A brand strategy;(b) Brand narrative;(c) Visual Identity;(d) Brand Architecture;(e) Communications Strategy;(f) Brand guidelines; and(g) Associated creative material and brand assets. |
| 1.2 | Details of the Services required for the development and implementation of the visual identity, brand strategy, architecture, and associated creative resources and other Services required are to be provided in writing to the Contractor by Austrade in the form of a Work Order from time to time for the duration of the Term and are taken to form part of this Agreement. |
| 1.3 | In addition, the Contractor will be required to develop and implement innovative and cost effective ways to activate the brand in international markets utilising new and emerging technology where possible. |
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- | | |
|----------|----------------------------|
| 2 | Specified Personnel |
|----------|----------------------------|
-
- | | |
|-----|---|
| 2.1 | The Contractor must ensure that the Services are undertaken by the following individuals: |
|-----|---|

Specified Person	Role
s 47F	Managing Director
	Chief Strategy Officer
	Chief Creative Officer
	Planning Director
	Comms Strategy Director
	Group Account Director
	Account/Project Director
	Account Manager
	Creative Director
Creative Teams x 3+	Art Directors
Creative Teams x 3+	Copywriters
s 47F	Senior Designer
	Print Producer
	Integrated Producer
	Studio manager
	Finished Artist
	Retoucher

Agreement for Services

Schedule 2 - Pro-forma Work Order

WORK ORDER		
<p style="text-align: center;">Between The Commonwealth of Australia as represented by the Australian Trade and Investment Commission (Austrade) and Clemenger BBDO (Sydney) Pty Ltd Dated [insert]</p>		
	Description	Required Information
1	Work Order Number	
2	Date of Work Order	
3	Contractor Name	
4	Services (Including Scope of Work, goods and/or services, specific tasks to be performed)	
5	Specified Personnel (if any) (Names, designated roles and specific tasks to be performed)	

6	Service Fee	Specified Person	Role	Hourly Rate (GST Incl)
		s 47F	Managing Director	s 47G
			Chief Strategy Officer	
			Chief Creative Officer	
			Planning Director	
			Comms Strategy Director	
			Group Account Director	
			Account/Project Director	
			Account Manager	
			Creative Director	
			Art Directors	
			Copywriters	
			Senior Designer	
			Print Producer	
			Integrated Producer	
			Studio manager	
			Finished Artist	
			Retoucher	
7	Additional Payments	Applicable / Not Applicable		
8	Due date for completion			
9	Invoices			
10	Other Austrade requirements (if applicable)			
11	Additional Requirements (Including a detailed description of all other requirements to be provided by the Contractor under this Work Order)			

12	Contractor Contact details	
13	Austrade Contact details	

**SIGNED FOR AND ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA AS
REPRESENTED BY THE AUSTRALIAN TRADE AND INVESTMENT COMMISSION** by
its authorised representative:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Name of Authorised Representative

.....
Name of Witness

Date:

SIGNED FOR AND ON BEHALF OF CLEMENGER BBDO (SYDNEY) PTY LTD by its
authorised representative:

S **S 47F**

Name of Authorised Representative

Name of Witness

Date: 14th Dec 2018

Agreement for Services

Schedule 3 - Pricing Schedule

1 Pricing Schedule

1.1 Overview

This Schedule sets out the pricing for the Services to be provided by the Contractor under this Agreement.

The total cost of Services invoiced under this Agreement, including Expenses, must not exceed \$3 million exclusive of GST.

1.2 Complete Pricing

All amounts payable by Austrade for the provision of the Services and the fulfilment of all of the Contractor's other obligations under this Agreement are set out in this Schedule. Except where this Agreement expressly provides to the contrary, no other amounts are payable to the Contractor for the performance of any obligation imposed on the Contractor under or in connection with this Agreement.

1.3 Other Expenses

The Contractor may recover travel and accommodation expenses from Austrade where those expenses have been incurred with the prior approval of Austrade

1.4 Review of Pricing

Not applicable.

1.5 Pricing - Services

Specified Person	Role	Hourly Rate	GST	Hourly Rate
		(GST Excl)		(GST Incl)
s 47F	Managing Director		s 47G	
	Chief Strategy Officer			
	Chief Creative Officer			
	Planning Director			
	Comms Strategy Director			
	Group Account Director			
	Account/Project Director			
	Account Manager			
	Creative Director			
Creative Teams x 3+	Art Directors			
Creative Teams x 3+	Copywriters			
s 47F	Senior Designer			
	Print Producer			
	Integrated Producer			
	Studio manager			
	Finished Artist			
	Retoucher			

Agreement for Services

Schedule 4 - Access and Records

1 Records and Accounts

- 1.1 The Contractor must at all times to the satisfaction of Austrade:
- (a) keep complete accounts and records relating to the performance of its obligations under this Agreement in a manner that enables them to be conveniently and properly audited;
 - (b) keep such other records and accounts as Austrade reasonably requires from time to time;
 - (c) comply with any standards prescribed by Austrade from time to time for the creation, care, access, storage, preservation and return or legal destruction of its accounts and records (including Contract Material) and any Austrade Material;
 - (d) provide all reasonable assistance requested by Austrade for any administrative or statutory review, audit or inquiry, any request for information directed to Austrade and any inquiry conducted by Parliament or any Parliamentary Committee concerning the Services or this Agreement; and
 - (e) retain for a period of 7 years after termination or expiration of this Agreement or completion of any legal action arising out of or in connection with this Agreement, whichever occurs later, copies of all accounts and records.

2 Access to Contractor's premises and records

2.1 Obligation to provide access

The Contractor must:

- (a) permit each of Austrade, the Auditor-General and Privacy Commissioner at reasonable times and on reasonable notice, through their officers, agents or advisers authorised on their behalf, to:
 - (i) access the Contractor's premises;
 - (ii) examine, inspect, audit and copy any accounts and records relating to this Agreement or the Services; and
 - (iii) provide all necessary facilities for this purpose;
- (b) comply with subclause (a) however and wherever the records and accounts are stored or located, whether in the Contractor's or its subcontractors' custody, possession or control; and
- (c) in the case of documents or records stored on a medium other than in writing, make available to Austrade on request reasonable facilities necessary to enable a legible reproduction to be created.

The Contractor must do all things necessary to comply with the requirements of the Auditor-General, the Privacy Commissioner, Austrade or their delegates in the exercise of their rights under this Schedule.

Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General, the Privacy Commissioner or their delegates. The rights under this Agreement are in addition to any other such power, right or entitlement.

2.2 Costs and Responsibility

Subject to any express provision in this Agreement to the contrary each party must bear its own costs of any audit.

The requirement for access and participation in audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Agreement.

2.3 No unreasonable interference

In the exercise of the rights granted by this Schedule, Austrade must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Agreement in any material respect.

2.4 Subcontracts

The Contractor must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause permitting Austrade and its representatives to have access as specified in this clause.

Agreement for Services

Schedule 5 - Reports

Report Type	Indicative Content	Due Date
Activity / Progress Report	<p>A summary of the following information for the reporting period:</p> <ul style="list-style-type: none">• the Services provided;• the amounts invoiced to Austrade;• any problems encountered and the actions taken to resolve those problems and prevent re-occurrence;• updates and issues relating to the future delivery of Services; and• tasks or jobs not completed in accordance with the Agreement.	<p>The report must be provided to the Austrade Representative within 5 Business Days of the completion of each work order.</p>
Other reports	n/a.	

