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U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0006; Expires February 28, 2014

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 http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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 and Address of Registrant
Development Counsellors International, Ltd.
215 PArk Ave. South, New York, NY 10003

2. Registration No.
4777

3. Name of Foreign Principal
Toruism & Events Queensland

4. Principal Address of Foreign Principal
Level 10, 30 Markerston Street
Brisbane, Queensland 4000

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ 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 _____

6. If the foreign principal is a foreign government, state:
   a) Branch or agency represented by the registrant

   b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:
   a) Principal address

   b) Name and title of official with whom registrant deals

   c) Principal aim

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8. 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.

TEQ is the Queensland Government's lead marketing, experience development and major events agency, representing the state's tourism and events industries.

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 ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

TEQ is under the jurisdiction of the Minister for Tourism, Major Events, Small Business and the Commonwealth Games.

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
9/30/13	Carrie Nepo, CFO	

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Washington, DC 20530

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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 http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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 No.
Development Counsellors International, Ltd.	4777

3. Name of Foreign Principal
Toruism and Events Queensland

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

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

Partner with the Tourism and Events Queensland North America Team to provide a full suite of Public Relations services to promote Queensland as a tourism and event destination.

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

Public Relations activities including media pitching, developing key influencers for Queensland, producing key messages contect, PR campaign management, PR event management, social media management, and providing creative big ideas.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
9/30/13	Carrie Nepo, CFO	CNepo

Footnote: 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.

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Tourism and Events Queensland

Service Level Agreement

For

Public Relations Agency

Tourism and Events Queensland

And

Development Counsellors International (DCI)

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Parties

Tourism and Events Queensland ABN 77 745 152 359 of Level 10, 30 Makerston Street, Brisbane (TEQ)

Development Counsellors International (Contractor)

1 General

The Services

1.1 This document sets out the terms and conditions on which Contractor will provide the Services to TEQ.

2 Term

Term

2.1 This document starts on the commencement date set out in Schedule 1 and will remain in force for the term set out in Schedule 1, unless terminated earlier or extended in accordance with this document.

Extension of term

2.2 At the conclusion of the term set out in Schedule 1, the term of this document has the option to be extended by TEQ (at TEQ's discretion) for two further periods of six months each.

3 The Services

Provision of Services

3.1 Contractor must provide the Services in accordance with this document. At all times during the term of this document, Contractor must provide the Services:

3.1.1 promptly, carefully and to the highest possible standards;

3.1.2 exercising all due care, skill and judgement, in an efficient, professional and cost effective manner and in accordance with accepted professional and business practices;

3.1.3 in accordance with the requirements of the Request For Offer;

3.1.4 pursuant to the warranties and undertakings contained in Contractor's Submission; and

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3.1.3 in accordance with the reasonable instructions and directions of TEQ.

Compliance with laws, policies and directions

3.2 At all times during the term of this document, Contractor must:

3.2.1 hold all authorisations, permits and licences required under any law to perform the Services;

3.2.2 comply with the requirements of all laws of any kind applying to the performance of the Services;

3.2.3 comply with TEQ's standards, operating principles, policies and procedures; and

3.2.4 comply with all directions from TEQ to ensure minimal interference with TEQ's operations.

Continuous improvement and cost reduction initiatives

3.3 TEQ seeks to continuously improve processes and reduce its costs in respect of the Services. Contractor must initiate or contribute to further improvement processes on an ongoing basis and must use its best efforts to increase efficiency in order to reduce TEQ's costs in respect of the Services.

Periodic reviews

3.4 TEQ may conduct periodic reviews of the provision of the Services to assess Contractor's performance, to seek improvements in the provision of the Services and to resolve any issues that may arise. Contractor must cooperate in the review process, supply TEQ with any documents reasonably required by TEQ and comply with all recommendations that result from the review.

Variations

3.5 TEQ may at any time direct Contractor to alter the Services or direct Contractor to carry out any work of a character similar to the Services which TEQ determines as being reasonably necessary. These directions must be in writing. Contractor must comply with any such direction, provided it is within its power to do so.

Redirection of Services

3.6 TEQ may at any time redirect the Services or any part of the Services to any other person. TEQ may do so if delays are experienced in relation to the performance of the Services, if TEQ considers that the Services are not being performed to the required standard or for any other reason.

Delays in delivery of Services

3.7 Contractor must immediately notify TEQ in writing if it believes at any time that it is unlikely to be able to deliver any part of the Services by the date specified for delivery. The notice must contain detailed reasons for the anticipated delay and Contractor's best estimate of the expected delay. Notification will not relieve Contractor from any of its obligations under this document.

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3.8 If Contractor provides TEQ with a notice under clause 3.7, TEQ may, in addition to any other rights it may have and at its discretion, either grant Contractor an extension of time to provide the Services or engage a third party to provide any Services that cannot be provided in accordance with this document.

Conflicts of interest

3.9 Contractor must not undertake any work or perform any Services for other parties which may conflict with its obligations under this document. Contractor warrants that at the date of this document no conflict of interest exists or is reasonably foreseeable in relation to the performance of its obligations under this document.

3.10 Contractor must immediately notify TEQ of any matter which may give rise to an actual or potential conflict of interest at any time. If a conflict of interest arises during the term of this document, or any matter may give rise to an actual or potential conflict of interest, Contractor must:

3.10.1 notify TEQ immediately of the conflict or matter and its plan for resolving or avoiding the conflict; and

3.10.2 take such action as may be necessary to resolve or avoid the conflict of interest, including any action that TEQ may specify to ensure that the conflict is resolved or avoided in a manner satisfactory to TEQ.

4 Representatives, key people and employees

Representatives

4.1 Each party must appoint the Representative named in Schedule 1 as its Representative under this document. The Representatives will be responsible for the day to day administration of this document on behalf of the party appointing them. In the case of Contractor, the Representative will also be responsible for the day to day delivery of the Services and the supervision of all persons employed or engaged by Contractor in providing the Services.

4.2 The Representatives must be available and able to be contacted during normal business hours. A party must notify the other party immediately should its Representative be removed or replaced, together with the contact details of its new Representative, or of any change to its Representative's contact details.

4.3 Each party will be responsible for the acts, omissions and defaults of its Representative. Any direction, instruction, notice, approval or other communication made or given to a Representative will be deemed to have been made or given to the party appointing that person.

Key people

4.4 Contractor must ensure that the key people named in Schedule 1 are directly involved in the provision of the Services at all times. If Contractor engages any people other than the key people to assist with the provision of the Services, they must be appropriately qualified and supervised by and report directly to the key people.

4.5 Contractor must not remove or replace any key people without TEQ's consent. If it is necessary to replace any of the key people, Contractor must immediately notify TEQ and

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arrange for replacement by a person o comparable experience and competence to be approved by TEQ.

4.6 Contractor's Representative must ensure that TEQ's Representative is notified when key people are absent for work for a period of greater than two business days.

4.7 If TEQ's Representative notifies Contractor's Representative of any breach of this document by key people, Contractor's Representative must consider this promptly and notify TEQ's Representative of the outcome of this consideration.

Employees

4.8 Contractor must engage sufficient employees with the necessary skills, expertise, qualifications and training to carry out the Services. Contractor must ensure that its employees perform the Services by exercising due care, skill and judgement and in an efficient, professional and cost effectivemanner.

4.9 TEQ may at any time request Contractor to withdraw any person from providing any part of the Services if TEQ has reasonable grounds for making the request. On request, Contractor must promptly arrange for the person to cease being involved in any way in the provision of the Services. Contractor must replace the person with a person of suitable ability, experience and qualifications within a reasonable time period specified by TEQ.

5 Reports and information

Reports

5.1 All reports generated by Contractor pursuant to this Agreement wil be the property of TEQ. Contractor may retain a copy of the reports for internal record keeping purposes only.

Information

5.2 TEQ may require Contractor to provide it with information concerning any aspect of the Services which TEQ may require. Contractor must provide the information within [5] business days of receiving a request to do so.

Records

5.3 Contractor must keep full records and documentation in relation to the Services in hard copy form. Contractor must do so during the term of this document and for 7 years after the agreement set out in this document ends. On request by TEQ, Contractor must make all documents and records relating to the Services available to TEQ for inspection.

6 Payments

Service payments

6.1 TEQ will pay Contractor for providing the Services. TEQ will make all payments to Contractor in accordance with the rates and charges set out in the Contractor Tender Submission. Unless otherwise provided or as agreed between TEQ and the Contractor, such rates and charges shall be fixedfor the term of this document.

Invoices and payment

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6.2 Contractor must submit monthly invoices to TEQ detailing the payments to be made by TEQ. TEQ will pay all correctly rendered invoices within 30 days of the end of the month in which the invoices are received by TEQ.

Payment for variations

6.3 If TEQ directs Contractor in writing to alter or vary the Services, or directs Contractor to carry out any work of a character similar to the Services, the amount payable by TEQ to Contractor for any variation carried out in accordance with such direction will be determined by:

6.3.1 applying any specific rates or charges which apply to the Services provided; or

6.3.2 if no rates or charges are specified, or if the rates or charges are not applicable, by the parties applying reasonable rates determined jointly with reference to the existing rates and charges.

Disputed Invoices

6.4 TEQ may withhold payment of any amount that it disputes in good faith until the dispute has been resolved.

Contractor costs

6.5 Contractor will be responsible for and pay all fees, charges and costs incurred in the provision of the Services. This clause will not apply to the extent that any payment is expressly stated in this document as being TEQ's responsibility, or if TEQ agrees in writing to be responsible for any payment.

Payments not wages or salary

6.6 Payments made by TEQ to Contractor are not wages or salary. Contractor acknowledges that:

6.6.1 it is responsible for the payment of all income, profit and salary tax payable in respect of the payments received by it;

6.6.2 it is not entitled to payment from TEQ of any annual leave, sick leave, severance pay, long service leave or any other entitlement which an employee has in respect of his or her employment; and

6.6.3 it must pay its employees and must make any taxation or other deductions required by law, and it is responsible for providing superannuation, sickness and leave benefits and workers' compensation cover in respect of its employees.

Set off

6.11 TEQ may set off any amount it owes Contractor under this document against any amount that Contractor owes it under this document or under any other agreement or arrangement with it.

6.12 Contractor must not set off any amount TEQ owes it under this document against any amount that it owes TEQ under this document or under any other agreement or arrangement with TEQ.

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7 Intellectual Property

Ownership of intellectual property

7.1 Contractor acknowledges and agrees that all intellectual property, including but not limited to, copyright, patents, trade marks, designs, brand names, logos, images and Confidential Information discovered, developed or otherwise coming into existence for the purposes of the performance of the Services will vest in, and are assigned to, TEQ on creation. Contractor must execute all documents and do all things required to give effect to this clause.

Contractor's existing material

7.2 If any material, matter or thing is owned by Contractor and such material, matter or thing is incorporated in or attached to any intellectual property owned by TEQ (whether pursuant to clause 7.1 or otherwise), Contractor grants TEQ a perpetual, irrevocable, transferable and royalty free licence including the right to sub-license) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing and using the intellectual property owned by TEQ as referred to in this clause.

Moral rights

7.3 Contractor agrees to procure the irrevocable consent of its employees, contractors and agents not to enforce any and all moral rights that those individuals may have, presently or in the future, arising from the performance of the Services and/or the intellectual property assigned to TEQ under clause 7.1 including by executing any moral rights consent required by TEQ. Without limitation, Contractor warrants that TEQ may:

7.3.1 exercise any and all rights without identifying any person as the individual responsible for creating any particular material; and

7.3.2 modify, alter, adapt, distort or otherwise change any intellectual property or material as permitted under this document.

No infringement

7.4 Contractor must not infringe the intellectual property rights of TEQ or a third party in connection with providing the Services. Contractor continually indemnifies TEQ against any Loss that TEQ incurs or suffers as a direct or indirect result of a breach of the intellectual property rights of TEQ or a third party in connection with providing the Services.

8 Confidentiality

Obligations of confidence

8.1 Where Contractor receives Confidential Information from TEQ under this document or otherwise in connection with the Services, Contractor must:

8.1.1 keep the Confidential Information confidential;

8.1.2 not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this document;

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8.1.3 not, without TEQ's written consent, disclose Confidential Information to any person other than its employees, subcontractors, agents and Representatives who need the information for the purposes of this document; and

8.1.4 establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure.

Further permitted use and disclosure

8.2 Notwithstanding clause 8.1, Contractor may use or disclose Confidential Information to the extent necessary to:

8.2.1 comply with any law, binding directive of a regulator or a court order;

8.2.2 comply with the listing rules of any stock exchange on which its securities are listed; or

8.2.3 obtain professional advice in relation to matters arising under or in connection with this document.

Exclusions

8.3 Clause 8.1 does not apply to Confidential Information:

8.3.1 which is in or becomes part of the public domain otherwise than through breach of an obligation of confidence;

8.3.2 which was known to Contractor at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or

8.3.3 which Contractor acquires from a third party where that third party was entitled to disclose it.

Responsibility for Representatives

8.4 Contractor must ensure that its employees, subcontractors, agents and Representatives do not do, or omit to do, anything, which if done or omitted to be done by Contractor, would breach this clause.

Notification of unauthorised use etc

8.5 Contractor must immediately notify TEQ of any potential, suspected or actual unauthorised use, copying or disclosure of the Confidential Information.

Return of Confidential Information

8.6 Contractor must immediately on demand, or on completion or termination of this document, return to TEQ any documents or materials (in electronic or hard copy form and in any form of storage device) in its possession, power or control containing Confidential Information. Contractor must not retain copies of any Confidential Information in any form.

Obligations to continue after agreement ends

8.7 All obligations of confidence set out in this document continue in full force and effect after the agreement set out in this document ends.

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9 Subcontracting

TEQ's consent

9.1 Contractor must not subcontract the whole or any part of the Services without TEQ's prior written consent.

Conditions

9.2 Without limiting clause 9.1, TEQ's consent to any subcontracting may be conditional on the following:

9.2.1 there being no unremedied breach of this document;

9.2.2 Contractor providing all information required by TEQ;

9.2.3 Contractor demonstrating to TEQ's satisfaction that the proposed subcontractor is responsible, of sound financial standing and intending and capable of providing the Services to be subcontracted; and

9.2.4 Contractor bearing any costs incurred by TEQ in giving its consent.

Contractor will remain liable

9.3 Contractor remains responsible for all subcontracted functions, responsibilities and obligations. Contractor will be liable for all acts, omissions, defaults and neglects of any subcontractor as if they were Contractor's acts, omissions, defaults or neglects.

Rights of subcontractors

9.4 No subcontractor will have any rights under this document against TEQ or be entitled to receive any payment under this document from TEQ.

Removal or replacement of subcontractor

9.5 TEQ may, by reasonable notice to Contractor, require Contractor to replace a subcontractor or cease using a subcontractor. TEQ may only do so if it has reasonable grounds for making the request, including if it considers that the subcontractor is failing to perform the subcontracted obligations.

10 Warranties

General warranties

10.1 Each party represents and warrants to the other on a continuing basis that:

10.1.1 it has full corporate power to enter into and give effect to this document and to complete the transactions contemplated by this document;

10.1.2 it has taken all necessary action to authorise the execution, delivery and performance of this document;

10.1.3 at the date of this document, the execution, delivery and performance of this document by it does not contravene any contractual, legal or other obligations that apply to it;

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10.1.4 on execution of this document, its obligations under this document will be valid, binding and enforceable; and

10.1.5 unless otherwise stated, it does not enter into this document as trustee of any trust.

Performance of Services

10.2 Contractor represents and warrants to TEQ on a continuing basis that:

10.2.1 it holds all licences, permits, consents and authorisations required under any law in relation to the provision of the Services and will continue to do so at all times during the term of this document; and

10.2.2 any goods, equipment or materials provided by it in connection with the Services will be of merchantable quality and fit for the purposes described in this document or otherwise made known to it by TEQ.

11 Liability and Indemnity

Liability and Indemnity

11.1 Contractor will be liable for and continually indemnifies TEQ and its officers, employees, Representatives and agents against all Loss suffered or incurred by any of those indemnified as a result of a breach of this document by Contractor, or anything that Contractor or Contractor's employees, agents, Representatives or subcontractors do or fail to do under or in connection with this document. Without limiting the above, this includes any Loss caused by:

11.1.1 any infringement by Contractor or its employees, agents or subcontractors of the intellectual property rights of TEQ or a third party;

11.1.2 a breach of the obligations of confidence set out in clause 8;

11.1.3 a breach of any of the representations and warranties in clause 10;

11.1.4 any negligent or wrongful acts or intentional misconduct of Contractor or its employees, agents or subcontractors; or

11.1.5 personal injury, death or Loss of or damage to real or personal property caused by Contractor or its employees, agents or subcontractors.

12 Insurance

Insurance

12.1 Contractor must maintain during the term of this document in accordance with industry standards:

12.1.1 public liability insurance in respect of any claim; [this may not be required where the Contractor does not have representatives entering the premises]

12.1.2 professional indemnity insurance in respect of any claim;

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12.1.3 workers' compensation insurance in respect of its employees and subcontractors to cover the maximum liability which may be imposed by law from time to time in each jurisdiction in which the Services are to be provided

12.2 The policies referred to in clause 12.1 must cover Contractor and TEQ against any liability arising out of or in connection with the performance of Contractor's obligations under this document.

Insurer and terms

12.3 Each policy maintained in accordance with this clause must be with an insurer and be on terms reasonably acceptable to TEQ.

TEQ's interest to be noted

12.4 The insurance policies referred to in clause 12.1 must note the interest of TEQ as a customer of Contractor under this document.

Protection of insurance

12.5 Contractor must comply with and observe the terms of all insurance policies referred to in clause 12.1 and must not do anything which could result in any policy being rendered void or voidable.

Evidence of insurance

12.6 Contractor must deliver to TEQ evidence satisfactory to TEQ that Contractor has a particular insurance policy and that the policy is current within 24 hours of a written request by TEQ to do so.

13 Suspension of payments

Default by Contractor

13.1 If Contractor defaults in the performance of its obligations under this document, TEQ may give notice to it to remedy the default specifying details of the default.

Failure to remedy default

13.2 If Contractor fails to remedy the default specified in a notice under clause 13.1 within 5 business days after receipt of the notice, TEQ may suspend payment under this document until the default has been rectified.

13.3 Suspension of payment will not in anyway affect the continuing obligations of Contractor under this document and will be without prejudice to any other rights that TEQ may have against Contractor as a result of the default.

14 Termination

Termination by notice

14.1 TEQ may terminate the agreement set out in this document at any time during the term set out in Schedule 1 by 60 days written notice to Contractor.

Termination by TEQ

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14.2 TEQ may immediately terminate the agreement set out in this document by written notice to Contractor if any of the following occurs:

14.2.1 Contractor is in breach of its obligations under this document and does not remedy the breach (to the extent that it can be remedied) for 30 days after receiving a written notice from TEQ specifying the breach and requiring it to be remedied.

14.2.2 Contractor is in breach of an essential term of this document or Contractor commits a breach of this document which cannot be remedied. The essential terms of this document include clauses 3.2, 3.10, 7, 9, 10 and 12.

14.2.3 Contractor commits multiple or recurring breaches of this document, whether or not remedied.

14.2.4 Contractor is the subject of an Insolvency Event.

14.2.5 Contractor ceases, or indicates that it is about to cease, carrying on its business.

14.2.6 There is a change in the person or persons in effective control of Contractor, including any change in the underlying beneficial ownership of Contractor.

14.2.7 A crime is committed by Contractor's directors, shareholders, employees, agents or subcontractors which TEQ reasonably considers may have the potential to adversely affect TEQ's reputation.

14.2.8 A dispute is not resolved under clause 16.

Termination by Contractor

14.3 Contractor may immediately terminate the agreement set out in this document by written notice to TEQ if any of the following occurs:

14.3.1 TEQ is in breach of its obligations under this document and does not remedy the breach (to the extent that it can be remedied) for 60 days after receiving a written notice from Contractor specifying the breach and requiring it to be remedied.

14.3.2 TEQ is the subject of an Insolvency Event.

14.3.3 A dispute is not resolved under clause 16.

15 Obligations at end of agreement

Return of property

15.1 When the agreement set out in this document ends, whether by expiration of the term of this document or on earlier termination, Contractor must immediately return all of TEQ's equipment, information, documents, records and other property used by it in the provision of the Services or otherwise in Contractor's possession or control.

Consequences of termination

15.2 If the agreement set out in this document is terminated for any reason:

15.2.1 each party retains its rights under this document and at law in respect of any breach of this document by the other party.

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15.2.2 TEQ must make payment to Contractor for Services performed before the date of termination, but Contractor will not be entitled to any other payment or any compensation as a result of termination;

15.2.3 TEQ may employ other persons to complete or perform the Services, and Contractor will be liable for and must pay TEQ all costs of having other persons complete or perform the Services.

Clauses survive expiration or termination of agreement

15.3 The following clauses will survive the expiration or termination (for whatever reason) of this document:

15.3.1 clause 5.4 (Records);

15.3.2 clause 7 (Intellectual Property);

15.3.3 clause 8 (Confidentiality);

15.3.4 clause 11.1 (Liability and indemnity);

15.3.5 clause 15.2 (Consequences of termination); and

15.3.6 any other clauses that make provision or continued operation.

16 Dispute resolution

Meeting to attempt to resolve disputes

16.1 If a dispute arises under this document, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. Nominated senior Representatives of both parties must meet within 2 business days of the notice and endeavour to resolve the dispute in good faith. If such meeting does not take place or if after 3 business days of the meeting (or a longer period if agreed between the parties) the dispute remains unresolved, the dispute may be referred to mediation.

Mediation

16.2 If the parties do not resolve the dispute under clause 16.1, the parties must, in good faith and acting reasonably, do their best to resolve the dispute by participating in a mediation with an independent mediator.

16.3 If the parties cannot agree on a mediator, then the mediator will be appointed by the President of the Queensland Law Society.

16.4 Unless the parties agree otherwise, the mediator's fee and any other costs of the mediation itself (such as for venue hire or refreshments) will be shared equally between the parties, but the parties will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation).

16.5 If, after the conclusion of the mediation, the dispute remains unresolved this document may be terminated with immediate effect.

Performance of obligations

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16.6 During a dispute, each party must continue to perform its obligations under this document.

Interlocutory relief and right to terminate

16.7 Clauses 16.1 to 16.6 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this document where this document provides such a right.

17 Priority

17.1 In the event of any inconsistency, this document must be interpreted in accordance with the following order of priority:

17.1.1 the terms and conditions set out in the body of this document, then

17.1.2 the Schedules, and then

17.1.3 any other documents or information incorporated by reference into this document.

18 Notices

Giving notices

18.1 Any notice, consent, information, application or request that must or may be given or made to a party under this document is only given or made if it is in writing and sent in one of the following ways:

18.1.1 Delivered or posted to that party at its address set out in Schedule 1.

18.1.2 Faxed to that party at its fax number set out in Schedule 1.

Change of address or fax number

18.2 If a party gives the other party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.

Time notice is given

18.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

18.3.1 If it is delivered, when it is left at the relevant address.

18.3.2 If it is sent by post, 2 business days after it is posted.

18.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

18.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5 pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

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19 *Miscellaneous*

Approvals and consent

19.1 Except as otherwise set out in this document, TEO may give or withhold an approval or consent to be given under this document in its absolute discretion and subject to any conditions determined by it. TEO is not obliged to give its reasons for giving or withholding a consent or for giving a consent subject to conditions.

Assignment

19.2 A party must not assign any of its rights or obligations under this document without the prior written consent of the other party.

Costs

19.3 Except as otherwise set out in this document, each party must pay its own costs in relation to preparing, negotiating and executing this document and any document related to this document.

19.4 This document contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by the other party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.

Execution of separate documents

19.5 This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately executed documents are exchanged between the parties.

Further acts

19.6 Each party must promptly execute all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this document and all transactions incidental to it.

Governing law and jurisdiction

19.7 This document is governed by the law of the State of California. The parties submit to the non-exclusive jurisdiction of its courts of that State.

No agency or partnership

19.8 The relationship between the parties is that of principal and independent contractor. No party is an agent, Representative or partner of the other party by virtue of this document. Contractor must not represent itself as an agent, Representative or partner of TEO in any circumstances.

No authority to act

19.9 No party has any power or authority to act for or to assume any obligation or responsibility on behalf of the other party, to bind the other party to any agreement, negotiate or enter into any binding relationship for or on behalf of the other party or

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pledge the credit of the other party except as specifically provided in this document or by express written agreement between the parties.

Severability

19.10 If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

Survival of indemnities

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

Time of essence

19.12 Time is of the essence in relation to all of Contractor's obligations set out in this document.

Variation

19.13 No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

Waiver

19.14 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, the other party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

20 Definitions and interpretation

Definitions

20.1 In this document the following definitions apply:

Confidential Information means any information provided by TEQ or any of its Representatives to Contractor or any of its Representatives, or otherwise obtained by Contractor or any of its Representatives, whether obtained before or after execution of this document, in connection with TEQ, the Services or this document. It includes:

(a) all confidential business information, documents, records, financial information, reports, technical information and forecasts which relate to TEQ or TEQ's business;

(b) TEQ's intellectual property;

(c) the terms and conditions of this document; and

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(d) any information created under or arising out of the provision of Services under this document.

It does not include:

(a) information which is in or becomes part o the public domain, other than through a breach of this document or an obligation of confidence owed to TEQ or any of its Representatives, or

(b) which Contractor can prove by contemporaneous written documentation was independently acquired or developed without breaching any of the obligations set out in this document.

Contractor Submission means the Contractor tender submission for Public Relations Services as set out in Schedule 3.

Insolvency Event in relation to a person means anything that reasonably indicates that there is a significant risk that that person is or will become unable to pay its debts as they fall due. This includes:

(a) a meeting of the person's creditors being called or held;

(b) a step being taken to make the person bankrupt or to wind the person up;

(c) the appointment of a controller or administrator;

(d) the person entering into any type of arrangement with, or assignment for the benefit of all or any of its creditors;

(e) the person being made subject to a deed of company arrangement; or

(f) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the person or any of its assets.

Loss means any loss including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage.

Representative means any director, officer, employee, agent, contractor, financier, professional adviser or related entity of a party.

Request for Offer means TEQ's Request For Offer of Public Relations Services as set out in Schedule 2.

Services means the services to be provided to TEQ under this document as specified in the Request for Offer.

Interpretation

In the interpretation of this document, the following provisions apply unless the context otherwise requires.

20.2.1 Headings are inserted for convenience only and do not affect the interpretation of this document.

20.2.2 A reference in this document to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Brisbane, Queensland.

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20.2.3 If the day on which any act, matter or thing is to be done under this document is not a business day, the act, matter or thing must be done on the next business day.
20.2.4 A reference in this document to dollars or $ means United States dollars and all amounts payable under this document are payable in US dollars.
20.2.5 A reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
20.2.6 A reference in this document to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
20.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
20.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
20.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
20.2.10 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
20.2.11 References to the word 'include' or 'including' are to be construed without limitation.
20.2.12 A reference to this document includes the agreement recorded in this document.
20.2.13 Any schedules and attachments form part of this document.

Execution and date

Executed as an agreement

Date 29 August 2013

Executed by Tourism and Events Queensland:

Signature of authorised person .....

Signature of authorised person .....

Executed by Development Counsellors International:

Signature of authorised person .....

Signature of authorised person .....

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Schedule 1

Term of agreement (Clause 2)
The contract will commence on September 1, 2013 for the period of six months with an option to renew for a further six months.

Fees for services will be retainer of USD$4500 per month (invoiced on the first of the month)

Additional fees may be available on submission of a written quote on a project-by-project basis as requested by TEQ

Commencement date (Clause 2)
September 1, 2013

TEQ's Representative (Clause 4.1)
Name: Kerri Anderson

Position: International Director, Americas

Contact details email: kerri.anderson@queensnz.com
Ph: +1 310 605 3255

Contractor's Representative (Clause 4.1)
Name Karyl Leigh Barnes
Position Senior Vice President/Partner
Development Counsellors International

Contact details:
T 212 444 7123 C 917 501 1497
E karyl.barnes@aboutdci.com

Key people (Clause 4.4)
Name: Malcolm Griffiths
Position Vice President: Tourism – DCI International
Relevant qualifications: Account Manager
Contact details: Malcolm.griffiths@aboutdci.com

Name Brittani Wood
Position: Digital/Media Relations Manager – DCI International
Relevant qualifications: Account supervisor
Contact details: brittani.wood@aboutdci.com

Name: Kate Monahan
Position: Media Relations Specialist – DCI International
Relevant qualifications: Account supervisor
Contact details: kate.monahan@aboutdci.com

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Notices (TEQ) (Clause 18)
Address:
Brisbane office: Level 10, Tourism QueenslandHouse
30 Makerston Street
Brisbane QLD 4000

US office: 6100 Center Drive, Suite 1150
Los Angeles CA 90045, USA
Fax number +1 310 695 3258
Attention Kerri Anderson

Notices (DCI International) (Clause 18)
Address 215 Park Avenue South, 10th Floor, New York, NY 10003
Fax number +1 212 725 2254
Attention Malcolm Griffiths

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Schedule 2 – TEQ Request for Offer

Services See TRIM document No. 290415 for full version of request for proposal

Who we're looking for

As a motivated, highly creative, award-winning organisation, we are seeking a like-minded creative agency partner to help us deliver on these targets. You are invited to submit your pitch to become part of our team in North America providing a full suite of PR services including:

- Media pitching and liaison
- Developing key influencers for Queensland - eg media, bloggers, celebrities, advocates and consumers
- Producing engaging content and distributing through multi-channels
- PR campaign management
- PR event management
- Social media management in association with our Brisbane-based digital team and other creative agency partners
- Creative "big ideas"
- Project management

Length of contract

This is an initial six month contract, with an option to extend for a further six months at the discretion of Tourism and Events Queensland based on performance criteria and other factors determined by TEQ.

Budget

The successful agency will be retained on a base monthly retainer of USD$4500, commencing in August 2013 (upon signing of contract). On top of this retainer, additional budget will be available on a project-by-project basis. You may be required to provide a written quote for some of these additional projects depending on the value and nature of the project.

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Schedule 3 – Contractor Submission

RESEARCH AND STRATEGY

Proposed:	*Finalize "Most Wanted Media List"*
Timeline:	September 2013
Proposed:	*Tailor Key Messages and Document Themelines*
Timeline:	September 2013
Proposed:	Represent Queensland at 2 National Marketplace Events
Timeline:	October 2013

These may include:
- North American Travel Journalists Association (NATJA)
  October 8 – 11, 2013
- Society of American Travel Writers (SATW)
  October 20 – 25, 2013

Proposed:	Develop and Distribute 1 What's New Release
Timeline:	September 2013

REACTIVE ACTIVITIES/PROACTIVE PITCHING/MEDIA VISITS

Proposed:	2 Proactive Pitches That Yield 6 Media Visits Participating in Global Media Famils
Timeline:	Distribution Of Pitches: September 2013; January 2014

Research, pitch and secure five traditional media, new media and/or online influencers to visit Queensland, participating in a TEQ Global Media Famil.

Pitch themes:
- Queensland Wildlife Encounters (Cairns & GBR) Nov 2013
- Learn to Dive (Cairns & GBR) Jun 2014

Global Media Fam Deliverables:
- Queensland Wildlife Encounters (Cairns & GBR)
  1 Canada; 1 U.S.
- Learn to Dive (Cairns & GBR)
  1 Brazil; 1 Canada; 1 U.S.

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MEDIA TOURS

Proposed: Implement 5 – 6 face-to-face desk side media appointments with 'most wanted media'

Timeline: October—November 2013

- New York City, NY November 11 – 12, 2013
- Los Angeles, CA TBA

REPORTING & MEASUREMENT

Proposed: Monthly Work In Progress (WIP) calls

Timeline: Ongoing

Scheduled work in progress alignment calls at the beginning of each month between Tourism and Events Queensland and the day-to-day account team from Development Counsellors International.

Proposed: Monthly activity and clip report

Timeline: Ongoing

Track assisted clips monthly and create report spreadsheet.

Draft monthly activity report that outlines work undertaken by DCI on behalf of Tourism and Events Queensland showing progress against the six month work plan, results as well as measurement of reach, ad equivalency and ROI.

Proposed: DCI Pulse Check

Timeline: At least once during six month contract

Development Counsellors International's Executive Vice President Karyl Leigh Barnes will contact Tourism and Events Queensland three times a year to conduct a pulse check.

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FEES ($US)

PROFESSIONAL FEES

DCI fees for program design, execution and administration ($4,200/month x 6 months)	$25,200	
PROGRAM EXPENSES Ongoing communication expenses and market place representation fee ($300/month x 6 months)	$1,800	
	Subtotal:	$1,800
	TOTAL BUDGET: $27,000 ($4500/month x 6 months)	

ADDITIONAL COSTS

DCI travel in North American media tours and face-to-face client meetings in Los Angeles ($1,200 x 1 staff trip)	$1,200

HOURLY RATE: DAY-TO-DAY ACCOUNT TEAM

• Brittani Wood, Account Supervisor	$160 per hour
• Kate Monohan, Account Executive	$110 per hour

DCI TEAM PERCENTAGE BREAKDOWN OF TIME WORKING ON ACCOUNT

• Karyl Leigh Barnes, Executive Vice President	5%
• Malcolm Griffiths, Vice President	15%
• Brittani Wood, Account Supervisor	30%
• Kate Monohan, Account Executive	35%

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