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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

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

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

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

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

1. Name of Registrant
MMGY Global, LLC

2. Registration Number
6492

3. Primary Address of Registrant
7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal
South Australian Tourism Commission

5. Address of Foreign Principal
Level 9 250 Victoria Square
Tarntanyangga, Adelaide
AUSTRALIA 5000

6. Country/Region Represented
AUSTRALIA

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

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

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

a) Branch or agency represented by the registrant
Tourism Branch

b) Name and title of official with whom registrant engages
Martin Kaesler, Manager, Global Markets

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

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

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

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

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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

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

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EXECUTION

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

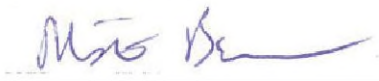
Date	Printed Name	Signature
02/16/2023	Misti Borchers	/s/Misti Borchers

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EXECUTION

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Date	Printed Name	Signature
02/16/2023	Misti Borchers	

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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
MMGY Global, LLC	6492

3. Name of Foreign Principal
South Australian Tourism Commission

Check Appropriate Box:

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

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

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

7. What is the date of the contract or agreement with the foreign principal? 07/01/2022

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

Provide public relations and promotion services, including coordinating media relations and marketing efforts, to promote South Australia as a travel destination to U.S. visitors.

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

Provide public relations and promotion services, including coordinating media relations and marketing efforts, to promote South Australia as a travel destination to U.S. visitors.

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

Yes ☐ No ☒

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

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

Yes ☐ No ☒

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

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

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

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

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

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix for Response			
			$ 84,746.66
			Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies or things of value in connection with activity on behalf of the foreign principal or transmitted monies or things of value on behalf of the foreign principal or transmitted monies or things of value to the foreign principal?

Yes ☒ No ☐

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

Date	Recipient	Purpose	Amount/Thing of Value
10/01/2022-02/14/2023	South Australian Tourism Commission	Travel/Expense Reimbursement	$ 25,233.54
10/01/2022-02/14/2023	South Australian Tourism Commission	Publication/Clipping Expense	$ 868.39
10/01/2022-02/14/2023	South Australian Tourism Commission	Production/Printing Expense	$ 169.72
10/01/2022-02/14/2023	South Australian Tourism Commission	Postage Expense	$ 26.80
			$ 26,298.45
			Total

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

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

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EXECUTION

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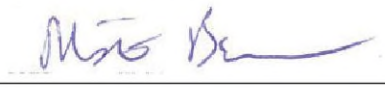
Date	Printed Name	Signature
02/16/2023	Misti Borchers	/s/Misti Borchers

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EXECUTION

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Date	Printed Name	Signature
02/16/2023	Misti Borchers	

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Appendix
Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
10/01/2022-02/14/2023	South Australian Tourism Commission	Professional Services	$ 18,300.00
10/01/2022-02/14/2023	South Australian Tourism Commission	Expense Reimbursement	$ 9,301.52
10/01/2022-02/14/2023	South Australian Tourism Commission	Professional Services	$ 18,300.00
10/01/2022-02/14/2023	South Australian Tourism Commission	Professional Services	$ 18,300.00
10/01/2022-02/14/2023	South Australian Tourism Commission	Professional Services	$ 18,300.00
10/01/2022-02/14/2023	South Australian Tourism Commission	Expense Reimbursement	$ 468.75
10/01/2022-02/14/2023	South Australian Tourism Commission	Expense Reimbursement	$ 1,776.39

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STANDARD GOODS AND SERVICES AGREEMENT

Government of South Australia

AGREEMENT

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 (**"the Government Party"**)

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 (**"the Supplier"**)

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5), the Pricing and Payment (Attachment 6), the Tasking Statement (Attachment 7) and the Purchase Order (Attachment 8) will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

SIGNED by a duly authorised officer for and on behalf of **THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1**))

Erik de Roos

Authorised officer signature

Erik de Roos

Authorised officer name

Date: 25 September 2022 | 9:01 AM ACST

SIGNED by **THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1**))

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Gary Knight

Authorised officer signature

Gary Knight

Authorised officer name

Date: 24 September 2022 | 2:23 AM ACST

Reference No: 2

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Attachment 1 - Agreement Details

Item 1	**Government Party**	South Australian Tourism Commission A body corporate pursuant to the *South Australian Tourism Commission Act 1993* (SA) ABN: 80 485 623 691 Level 9 250 Victoria Square/Tarntanyangga Adelaide SA 5000
Item 2	**Supplier**	Wagstaff Worldwide Public Relations Inc EIN: 52-2181944 5443 Fountain Avenue Los Angeles CA 90029 United States of America Where trustee: Not Applicable
Item 3	**Commencement Date**	1 July 2022
Item 4	**Expiry Date**	30 September 2023
Item 5	**Extension Period**	Not Applicable
Item 6	**Supplier's ABN**	Not Applicable
Item 7	**Contract Managers**	Government Party: Martin Kaesler, Manager, Global Markets, Marketing Supplier: Maite Conway Ross, Managing Partner
Item 8	**Named Persons**	Maite Conway Ernst Flach Shannon Crosby
Item 9	**Details of Goods**	Not Applicable
Item 10	**Delivery Date** **Delivery Point**	Not Applicable Not Applicable
Item 11	**Installation Date**	Not Applicable
Item 12	**Warranty Period**	Not Applicable
Item 13	**Details of Services**	Marketing and public relations services in the North American market as described in Attachment 5.
Item 14	**Delivery Date** **Delivery Point**	From the Commencement Date to the Expiry Date Los Angeles, United States of America Vancouver, Canada

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Item 15	**Reports and Manuals**	As described in Attachment 5
Item 16	**Milestone Dates**	15 July 2022: Implementation of approved 2022/23 annual operating plan ("**Annual Operating Plan**") September 2022: Participation in the SATC's annual Industry Forum held in Adelaide December 2022: Performance Review Performance reviews to be conducted every six (6) months throughout the duration of this Agreement March 2023: Development of 2023/24 operating plan
Item 17	**Price and Payment (including address for invoices)**	Price: USD$18,300 per month The Price is inclusive of all rates, taxes, charges, levies and other costs related to the supply of the Goods and Services. Manner of Payment: Subject to clause 11 (Price and Payment) and the Services meeting the warranties in clause 9, the Government Party must pay the Supplier the Price in accordance with Attachment 6. The Contractor must provide a correctly rendered invoice to the Government Party for the Price monthly in arrears. The Government Party must make payment of a correctly rendered invoice within 30 days invoice after receiving the invoice. Address for invoices: Attn: Martin, Kaesler Manager, Global Markets Marketing South Australian Tourism Commission GPO Box 1972 ADELAIDE SA 5001
Item 18	**Insurances** Public Liability Insurance Professional Indemnity Insurance	 Not less than USD $10,000,000 Not less than USD $1,000,000
Item 19	**Liability Limit**	Losses claimable under required insurances up to the value of the insured amount. All other losses limited to five (5) x the aggregated value of the Agreement
Item 20	**Other Termination Rights**	Any conduct which, in the reasonable opinion of the Government Party, brings or may be likely to bring disrepute, contempt, scandal or ridicule to the Government Party.
Item 21	**Approved Subcontractors**	Not Applicable
Item 22	**Additional Personnel Checks**	Not Applicable
Item 23	**Notice Period for Termination for Convenience**	30 days

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Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.

1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

3.1 If Goods are being supplied under this Agreement, then the Supplier must:

(a) supply the Goods in accordance with this Agreement;

(b) sell the Goods without encumbrance;

(c) deliver the Goods to the Delivery Point on or before the Delivery Date;

(d) comply with the Government Party's reasonable directions and delivery instructions;

(e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;

(f) provide test evidence for the Goods if required; and

(g) if indicated in Attachment 1, install the Goods on or before the Installation Date.

3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.

4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.

4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:

(a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or

(b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.

4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.

4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:

(a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or

(b) repair the Goods.

4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.

4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

(a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or

(b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

6.1 If Services are being supplied under this Agreement, then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.

6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.

6.3 The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.

6.4 The Supplier must ensure that Services are delivered:

(a) to a standard that meets or exceeds the Service Levels;

(b) in accordance with the warranties in clause 9.4; and

(c) by any Milestone Dates.

6.5 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

8.1 If the Government Party wishes to vary the scope of the Services ("**Variation**"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("**Quote**") setting out:

(a) any impacts on the timing of or completion of tasks;

(b) the varied price and payment arrangements; and

(c) any changes to the terms that apply to the performance of the Services.

8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.

8.3 If the Parties agree in writing to the terms of the Variation, then:

(a) the Supplier must perform the Services as varied by the Variation;

(b) the Government Party must pay the varied price;

(c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

9.1 If Goods are being supplied under this Agreement, then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:

(a) conform with any description applied and any sample provided by the Supplier;

(b) are new (unless otherwise specified);

(c) are free from defects in materials, manufacture and workmanship;

(d) conform to any applicable Australian Standards or other standards nominated in this Agreement;

(e) conform to the Specifications and any technical Specifications provided by the Supplier;

(f) are of merchantable quality;

(g) are installed correctly (if the Supplier is responsible for installation);

(h) are fit for their intended purpose; and

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(i) are manufactured and supplied without infringing any person's Intellectual Property Rights.

9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.

9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.

9.4 If Services are being supplied under this Agreement, then the Supplier warrants that the Services will:

(a) comply with the description of the Services in Attachment 1;

(b) be provided with due care and skill;

(c) be provided in a timely and efficient manner;

(d) be provided in accordance with the best practices current in the Supplier's industry;

(e) be supplied without infringing any person's Intellectual Property Rights;

(f) be performed by the Supplier and/or the Supplier's Personnel; and

(g) be supplied in the most cost-effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.

10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.

10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.

11.2 Unless otherwise expressly stated the Price is inclusive of all rates, taxes levies and other costs.

11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

12. INSURANCE

12.1 The Supplier must affect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.

12.2 The policies of insurance referred to in clause 12.1 must be held until the expiry of the Agreement.

13. LIABILITY LIMIT

13.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

14. CONFIDENTIAL INFORMATION

14.1 Subject to this clause 14, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.

14.2 A Party may disclose Confidential Information belonging to the other Party:

(a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;

(b) as required by law or a court order;

(c) in accordance with any Parliamentary or constitutional convention;

(d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or

(e) for the purposes of prosecuting or defending proceedings.

14.3 The Parties may mutually agree to disclose Confidential Information.

15. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

16. DISPUTE RESOLUTION

16.1 Subject to clause 16.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.

16.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.

16.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.

16.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

17. ENDING THIS CONTRACT

17.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:

(a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;

(b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;

(c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;

(d) the Supplier fails to comply with a notice issued under clause 10.2; or

(e) the Supplier fails to disclose a conflict of interest;

(f) any Other Termination Right occurs; or

(g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

17.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").

17.3 If the Government Party terminates this Agreement in accordance with clause 17.2:

(a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and

(b) the Supplier must comply with all reasonable directions given by the Government Party.

17.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Government Party requiring the rectification of such breach.

18. EFFECT OF ENDING THIS CONTRACT

18.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.

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18.2 Despite termination or completion of this Agreement, this clause 18 and clauses 9, 12, 13, 14, 15 and those Special Conditions that by their nature remain in force, shall survive.

19. SUBCONTRACTING

19.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.

19.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.

20. CONFLICT OF INTEREST

20.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.

21. COMPLIANCE WITH LAWS

The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement is governed by the laws in the State of South Australia.

22.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

23. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

24. NO ASSIGNMENT

24.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.

24.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

25. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

26. SEVERANCE

26.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

26.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

27. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

28. WORK HEALTH & SAFETY

28.1 The Supplier must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.

28.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

29. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

30. INTERPRETATION

30.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.

30.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:

(a) Special Conditions (Attachment 4);

(b) Standard Terms and Conditions (Attachment 2); and

(c) the other Attachments.

30.3 In this Agreement (unless the context requires otherwise):

(a) a reference to any legislation includes:

(i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and

(ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;

(b) a word in the singular includes the plural and a word in the plural includes the singular;

(c) a reference to two or more persons is a reference to those persons jointly and severally;

(d) a reference to dollars is to Australian dollars;

(e) a reference to a Party includes that party's administrators, successors and permitted assigns.

31. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

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Attachment 3 - Glossary of Defined Terms

In this Agreement:

(a) "**Acceptance Date**" means the date that the Goods are accepted by the Government Party;

(b) "**Always On (Retainer Services)**" means the base level monthly services specified in Annexure 2;

(c) "**Approved Subcontractors**" means those subcontractors specified in Attachment 1;

(d) "**Auxiliary Material**" means any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes:

(i) Third Party Material;

(ii) error corrections or translations to that Material; or

(iii) derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material;

(e) "**Business Day**" means any day that is not a Saturday or Sunday or a public holiday in South Australia;

(f) "**Cartel Conduct**" means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);

(g) "**Claim**" means all claims, actions, cause of action, notice, demand, disputes, proceedings, litigation, losses, liabilities, costs or expenses, whether present, unascertained, immediate, future or contingent, whether arising in contact, tort (including breach of statutory duty and negligence), equity or otherwise, and whether involving a third party of a party to this Agreement;

(h) "**Code of Ethics for the South Australian Public Sector**" is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);

(i) "**Confidential Information**" means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;

(j) "**Contract Material**" means any Material created by the Supplier on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Agreement;

(k) "**Deliverables**" means the reports and any data or other Material specified in the Specifications required to be delivered throughout the performance of the Services;

(l) "**Delivery Date**" means the date and time specified in Attachment 1 for delivery of the Goods;

(m) "**Delivery Point**" means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;

(n) "**Event**" means the Tasting Australia wine and food festival;

(o) "**Extension Period**" means the period by which the Agreement is extended as specified in Attachment 1;

(p) "**Foreground IP**" means Intellectual Property Rights which are created under or otherwise in connection with the Agreement, other than Third- Party IP;

(q) "**Goods**" means the goods specified in Attachment 1;

(r) "**Government Party Material**" means any Auxiliary Material provided to the Supplier by the Government Party;

(s) "**Installation Date**" means the date specified in Attachment 1 for the installation of the Goods;

(t) "**Intellectual Property Rights**" means all intellectual property rights, including but not limited to:

(i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and

(ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),

but for the avoidance of doubt excludes moral rights and performers' rights;

(u) "**Liabilities**" means all direct liabilities, losses, damages, costs and expenses, including legal costs and expenses on a full indemnity basis, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence), statute or otherwise including where arising under any Claim;

(v) "**Machinery of Government Change**" means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;

(w) "**Material**" means any software, firmware, documented methodology or process, tolls, object libraries, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any Intellectual Property Rights;

(x) "**Measurement Period**" means the period over which the performance of a Service Level is measured;

(y) "**Milestone Dates**" means dates by which Services must be delivered as specified in Attachment 1;

(z) "**Moral Rights**" means each and every 'moral right' as defined in the *Copyright Act 1968* (Cth);

(aa) "**Named Persons**" means the persons specified in Attachment 1;

(bb) "**Notice Period for Termination for Convenience**" means the time period specified in Attachment 1;

(cc) "**Other Termination Right**" means the termination rights specified in Attachment 1;

(dd) "**Party**" means a party to this Agreement;

(ee) "**Personal Information**" means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion;

(ff) "**Price**" means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;

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(gg) "**Purchase Order**" means an order in the form set out in Attachment 8 for Goods and/or Services submitted by the Government Party to the Supplier;

(hh) "**Quotation**" means the Supplier's response to a Tasking Statement;

(ii) "**Service Levels**" means the service levels (if any) specified in the Specifications;

(jj) "**Services**" means the services specified in Attachment 1 and includes the Always On (Retainer Services), Special Project Services and any Deliverables;

(kk) "**Special Conditions**" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;

(ll) "**Special Project Services**" means services specified in Attachment 5 that may be ordered by the Government Party in accordance with SC 9;

(mm) "**Specifications**" means the detailed description of the Goods/Services in Attachment 5;

(nn) "**Specified Acts**" means:

(i) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));

(ii) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material or infringing copies (within the meaning of the *Copyright Act 1968* (Cth));

(iii) reproducing, communicating, adapting, publishing or exhibiting any Contract Material including dealing with infringing copies, within the meaning of the *Copyright Act 1968* (Cth), without attributing the authorship; and

(iv) adding any additional content or information to the Contract Material;

(oo) "**Supplier Personnel**" means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;

(pp) "**Tasking Statement**" means the form set out in Attachment 7;

(qq) "**Transition-out**" means the transition from the provision of the Services by the Supplier to the Government Party under this Agreement to performance of such Services by the Government Party or a third party designated by Government Party;

(rr) "**Term**" means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension;

(ss) "**Third Party Material**" means Auxiliary Material in which a third party holds Intellectual Property Rights;

(tt) "**Warranted Materials**" means the Auxiliary Material provided by the Supplier, the Deliverables and Contract Material; and

(uu) "**Warranty Period**" means the period specified in Attachment 1.

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Attachment 4 - Special Conditions

1. NON-EXCLUSIVITY

1.1 This Agreement is entered into on a non-exclusive basis.

1.2 The Government Party may purchase other goods and services similar to the Goods and Services from other providers.

2. CONTRACT DISCLOSURE

2.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

2.2 Nothing in this clause derogates from:

(a) the Supplier's obligations under any provisions of this Agreement; or

(b) the provisions of the *Freedom of Information Act 1991* (SA).

3. SUPPLIER AS TRUSTEE

3.1 If the Supplier is acting as trustee of a trust, then in relation to this Agreement:

(a) the Supplier is liable both personally and in its capacity as a trustee of that trust;

(b) it must not assign, transfer, mortgage, charge, release, waive, encumber or compromise its right of indemnity out of the assets of that trust (but, for the avoidance of doubt, may apply its right of indemnity out of the assets of the trust to any of its liabilities including those arising in relation to this Agreement);

(c) it must not retire, resign nor by act or omission effect or facilitate a change to its status as the sole trustee of that trust; and

(d) it represents and warrants that:

(i) such trust has been duly established and currently exists;

(ii) it is the duly appointed, current and only trustee of that trust;

(iii) as trustee it has the power to enter into and perform its obligations under this Agreement;

(iv) it has an unqualified right of indemnity out of the assets of that trust in respect of its obligations;

(v) it either has no conflict of interest affecting it as trustee (and/or its directors, if any) or such conflict is otherwise overcome by the terms of the relevant trust Agreement; and

(vi) no breach of the relevant trust Agreement exists or would arise.

4. IF NAMED PERSONS ARE NOT AVAILABLE

4.1 Where one or more of the Named Persons is or will become unable or unwilling to be involved in providing the Services, the Supplier must notify the Government Party immediately. The Supplier must:

(a) if requested by the Government Party, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and

(b) obtain the Government Party's written consent prior to appointing any such replacement person. The Government Party's consent will not be unreasonably withheld.

5. EXPENSES

5.1 The Supplier must not charge the Government Party for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Price, unless otherwise agreed by the Government Party in writing. The Government Party is under no obligation to pay any amount in excess of Price.

5.2 The Government Party will not pay any airfare expenses for business travel between Vancouver and Los Angeles.

5.3 The Supplier must submit an invoice for any expenses approved pursuant to clause 5.1, and the Government Party will reimburse the Supplier in accordance with the invoicing procedures set out in Attachment 2.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 **Auxiliary Material**

(a) The Government Party grants the Supplier a limited non-exclusive, royalty free licence to use the Government Party Material solely for performing the Services and subject to any conditions specified by the Government Party.

(b) This SC 5.1 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material.

6.2 **Third- Party Material**

(a) The Supplier must obtain all necessary copyright and other Intellectual Property Right permissions before making any Third-Party Material available as Auxiliary Material for the purpose of this Agreement.

(b) Rights and permissions referred to in SC 6.2(a) must be on terms pre-approved in writing by the Government Party.

6.3 **Contract Material**

(a) All Intellectual Property Rights in the Contract Material vest in the Government Party.

(b) To the extent that:

(i) the Government Party needs to use any of the Auxiliary Material provided by the Supplier to receive the full benefit of the Services (including the Contract Material), the Supplier grants to, or must obtain for, the Government Party, a

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perpetual world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Auxiliary Material; and

(ii) the Supplier needs to use any of the:

(A) Government Party Material; or

(B) Contract Material, for the purpose of performing its obligations under this Contract,

the Government Party grants to the Supplier for the Term a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Material solely for the purpose of providing the Services.

7. WARRANTED MATERIALS

7.1 The Supplier warrants that:

(a) the Warranted Materials and the Government Party's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and

(b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in SC 6.

7.2 If someone claims, or the Government Party reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Supplier must, in addition to any other rights that the Government Party may have against it, promptly, at the Supplier's expense:

(a) use its best efforts to secure the rights for the Government Party to continue to use the affected Warranted Materials free of any claim or liability for infringement; or

(b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

8. MORAL RIGHTS

8.1 The Supplier warrants that, to the extent permitted by applicable laws and for the benefit of the Government Party, the Supplier must:

(a) give, where the Supplier is an individual; and

(b) use its best endeavours to ensure that each of the Supplier Personnel used in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to the Government Party, to the Specified Acts, even if such an act would otherwise be an infringement of their Moral Rights.

9. SPECIAL PROJECT SERVICES

9.1 The range of Special Project Services which the Supplier offers the Principal are detailed in Attachment 5.

9.2 If the Government Party requires any Special Project Services, the Government Party may invite the Supplier to submit a Quotation based on the Prices set out in or determined in accordance with Attachment 6 by issuing a Tasking Statement to the Supplier.

9.3 The Supplier shall provide either a Quotation in writing or a notice declining the invitation by the date that the Quotation is required as specified in the Tasking Statement. The Quotation shall contain all the information required by the Tasking Statement.

9.4 Quotations will be evaluated based on best value for money consistent with Government Party procurement policies. Neither the lowest priced Quotation nor any Quotation will necessarily be accepted by the Government Party.

9.5 If the Government Party is agreeable to the Quotation submitted by the Supplier, the Government Party may deliver a Purchase Order to the Supplier for the Special Project Services at the prices in the Quotation.

9.6 No Special Project Services shall be carried out by the Supplier, and no amount shall become payable to the Supplier in respect of the Special Project Services, unless and until:

(a) a Quotation has been submitted by the Supplier to the Government Party in relation to a relevant Tasking Statement; and

(b) a Purchase Order has been issued by the Government Party for the provision of the Special Project Services to which the Quotation relates.

9.7 The Supplier shall, for the Prices, and any other payment required under any Purchase Order, provide the Special Project Services in accordance with this Agreement, and fulfil all other obligations as specified in that Purchase Order.

9.8 The Supplier is not to respond to any directions in relation to Tasking Statements or Purchase Orders unless those directions are issued by the Government Party's Contract Manager.

10. TRANSITION-OUT

On completion of the Term or termination of this Agreement for any other reason, the Supplier must provide the Government Party the Transition-out Deliverables set out in Attachment 5 within seven 7 days of completion or termination.

11. AUDIT

11.1 The Government Party may direct that the financial accounts of the Supplier be audited at the Government Party's cost, for the purpose of reviewing, auditing or certifying the Supplier's compliance with its obligations under this Agreement.

11.2 The Supplier must provide the Government Party and its auditors and other advisers with all reasonable co-operation, access and assistance in relation to each audit.

11.3 If an audit identifies:

(a) that the Supplier has failed to perform its obligations under this agreement, without prejudice to the other rights and remedies of the Government Party, the Supplier must take the necessary steps to comply with its obligations at no additional cost to the Government Party; or

(b) that there has been an overpayment in respect of the period covered by the audit, the Supplier must pay that amount due to the Government Party within 30 days from the date of receipt of an invoice or notice to do so.

11.4 The cost and expenses of any audit are to be paid by the Government Party, except where the audit identifies that the Government Party has made an overpayment equal to 5% or more of the actual amount owed to the Supplier in respect of the period covered by the audit, in which case the costs and expenses of the audit are to be paid by the Supplier and are payable on demand.

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12. TERMINATION OF 2020 AGREEMENT

The Parties agree and acknowledge that:

(a) the Government Party entered into a Standard Goods and Services Agreement with the Supplier on 21 August 2020 and varied by deed dated 9 March 2021, 3 August 2021 and 1 October 2021 to provide marketing and public relations services in the North American market to the Government Party (**2020 Agreement**); and

(b) as at 1 July 2022, the 2020 Agreement is deemed to have been terminated and the parties:

(i) are relieved from future performance;

(ii) will only remain obligated for any obligations that were intended to survive the expiration of the term of the 2020 Agreement as provided therein; and

(iii) mutually remise, release and forever discharge each other and their respective administrators, executors, representatives, successors and assigns, from any and all actions, causes of action, suits, debts, accounts, covenants, disputes, agreements, promises, damages, judgments, executions, claims, and demands whatsoever in law or in equity that they ever had, now has, or hereafter can or may have, by reason of any act, omission, matter, cause or thing whatsoever occurring at any time prior to the execution of this Agreement, whether known or unknown, suspected or unsuspected, foreseen or unforeseen.

13. ELECTRONIC EXECUTION

This Agreement may be executed by any and all Parties by way of electronic signature, and if so, must be considered an original. This Agreement may be executed and delivered by email and the Parties agree that such scanned execution and email delivery must have the same force and effect as delivery of an original document with original signatures, and that each Party may use such scanned signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

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Attachment 5 - Specifications

The Services include the Always On (Retainer Services) and Special Project Services. The Services must be provided in accordance with the Annual Operating Plan.

ALWAYS ON (RETAINER SERVICES)

The Government Party requires the provision of Always On (Retainer Services) to promote and market South Australia as a tourist destination to the North American market. Always On (Retainer Services) include but are not limited to the following:

1. CONSUMER MARKETING

1.1 Consumer Marketing activities associated with raising the profile of South Australia as a tourism destination amongst North American consumers including but not limited to:

(a) Undertaking campaigns including tactical and brand campaigns with a focus on South Australia, in all available media channels including print, television, online, social, digital, mail and electronic direct mail.

(b) Support and implement the Government Party's global digital marketing strategy.

(c) Attendance at consumer shows for the purpose of promoting South Australia.

(d) Conduct cooperative campaigns with one or more trade partners and Tourism Australia (TA) that highlight South Australian product, usually in a tactical environment. From time to time this may also include working with other Australian State and Territory Tourism Organisations.

(e) Promoting South Australia in conjunction with complementary, non-tourism organisations.

(f) Maintain a close working relationship with TA Marketing, Trade Partnerships, Trainer, and Public Relations teams to ensure that the profile and interest of South Australia are maximised, and South Australia achieves acceptable representation in TA's International Media Hosting and marketing programs, and One Voice training.

2. TRADE MARKETING

2.1 Trade Marketing activities associated with raising the profile of South Australia amongst the North American travel trade including but not limited to:

(a) Attendance at trade shows and roadshows, either in person or virtually.

(b) Trade and media functions for the purpose of Chief Executive / Senior Management / Ministerial / Governmental visits.

(c) Preparing and delivering training to the travel trade and ensuring that South Australian product is well represented and featured extensively in North American wholesaler and retail programs.

(d) Plan famils for relevant and targeted travel trade personnel to visit South Australia to experience destinations and products.

(e) Maintain relationships and undertake campaigns as required with key airline partners in the North American market.

(f) Maintain a close working relationship with TA Trade Partnerships team to ensure that the profile of and interest in South Australia are maximised, and South Australia achieves acceptable representation in TA's Aussie Specialists Program, Key Distribution Program and One Voice training.

3. PUBLIC RELATIONS

3.1 Activities associated with raising the profile of South Australia as a tourism destination through media activities in the North America market that generates positive publicity. Ensure that public relations, communications and visiting journalist and influencer activities support the Government Party's strategic requirements and market specific PR and marketing campaign objectives including:

(a) General media and influencer management, including handling of media enquiries, public affairs, development of media kits (if required) and media monitoring and research into editorial schedules.

(b) Developing new and fresh story angles (outside media familiarisation trips/opportunities) on South Australia followed up with proactive pitching and feature placement initiatives.

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(c) Secure positive media coverage in the North American market that raises the profile of South Australia as a must-visit travel destination in Australia. Increase results on a yearly basis based on the Government Party's performance requirements.

(d) Proactively pitch and secure large-scale broadcast opportunities that result in significant brand awareness and audience reach. This may be in line with the activity of TA and TA's IMHP.

(e) Media functions for the purpose of Chief Executive / Senior Management / Ministerial / Governmental visits, partner events/activations, South Australia industry trade shows and other purposes deemed necessary and approved by the Government Party.

(f) Development and organisation of media and influencer familiarisations trips to obtain targeted and relevant exposure for South Australia in consumer and trade media.

(g) Develop and conceptualise creative media events, activations, PR driven campaigns and initiatives, cross- promotional brand partnerships and activities in-market.

(h) Identify appropriate regional social media influencers (macro and micro). Engage with influencers with a view to increase social media influencer activity within the market.

(i) Development and organisation of social media influencer familiarisations trips to obtain targeted and relevant exposure for South Australia.

4. PR AND ADVOCACY

4.1 Activities associated with the development and ongoing support of a fully integrated advocacy program that engages influential and persuasive opinion leaders that share a passion for South Australia, act as storytellers and content creators who use their own channels to inspire travel to South Australia.

(a) Assist with the development of a fully integrated advocacy program for South Australia that includes PR and social media.

(b) Identify suitable advocates that align to the Government Party's strategic brand pillars and target audience.

(c) Work with advocates to develop inspirational destination content for distribution across owned, earned, shared and paid platforms.

(d) Identify opportunities to maximise advocacy program across owned, earned, shared and paid platforms.

(e) Leverage TA's Friends of Australia and IMHP program.

5. MARKETING SUPPORT

5.1 Marketing Support activities associated with raising the profile of South Australia as a tourism destination amongst North American consumers including but not limited to:

(a) Producing material that will be distributed for marketing purposes, for both trade and consumers.

(b) Entertaining clients, including individual dinners and broader functions.

(c) Storage and distribution of South Australian collateral and promotional material, and subsequent fulfilment activity.

(d) Travelling for Government Party business purposes.

6. BUDGET AND FINANCIAL MANAGEMENT

6.1 All Budget and Financial Management activities associated with management of the Government Party's North American budget.

(a) Developing a cashflow budget before the start of the Financial Year (by a date decided by the Government Party).

(b) Ensuring budget is on track against cashflow with monthly updates, ensuring budget will be allocated and spent.

(c) Avoiding budget underspends and overspends.

(d) Liaise with suppliers to ensure all relevant details are included on invoices for payment, including:

(i) A complete and accurate description of the goods and services supplied;

(ii) Supplier's contact details;

(iii) Supplier's taxation identification number, and

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(iv) Whenever possible enough banking information to allow payment by wire transfer.

(e) Receive invoices from suppliers.

(f) Certify supplier invoices to ensure they accurately reflect the goods and/or services received.

(g) Forward invoices to the Government Party for payment authorisation.

(h) The Supplier will work to the Government Party's financial year period of 1 July to 30 June.

7. DEDICATED BANK ACCOUNT

7.1 The Government Party will maintain a bank account in the Government Party's name which will be used for all transactions for marketing expenditure.

7.2 The Supplier will designate at least two employees to be approved by the Government Party to be authorised signatories on the dedicated bank account.

7.3 The Government Party will pay accounts by electronic funds transfer/wire payment.

7.4 The Supplier will pay accounts for marketing services by check upon authorisation received from the Government Party.

7.5 Within seven days of the end of each month the Supplier will provide the Government Party with a listing of all checks drawn on the dedicated bank account for the preceding month.

7.6 The Supplier will forward copies of all communication received from the bank to the Government Party upon receipt, including bank statements.

8. PROCUREMENT AND CONTRACTING

8.1 Assist the Government Party to meet its administrative, procurement and contracting requirements by:

(a) Working collaboratively with the Government Party to ensure that all procurement requirements associated for the purchase of resources/media required for projects are met including the drafting of contracts and agreements.

(b) Ensuring that the most suitable contract arrangement is in place with partners or suppliers before marketing activity commences. All contracts must be executed by the Government Party and not the in-market representative.

9. PLANNING AND REPORTING

9.1 All activities associated with accurate and timely reporting.

(a) Submit a proposed Annual Operating Plan for mutual agreement which, without limitation, must contain:

(i) An outline of the activities proposed, including travel related, to be undertaken in the forthcoming financial year.

(ii) Details of any trade, consumer marketing campaigns and public relations campaigns to be undertaken.

(iii) An outline of the broad strategies and objectives of the proposed campaigns.

(iv) The proposed performance measures that will apply to the Services to be provided based on head office standardised requirements.

(b) A campaign brief must be submitted in a form approved by the Government Party, with respect to each campaign referred to in the operating plan. The campaign brief must be submitted for approval before work on the campaign begins and must include but not limited to:

(i) An outline of the specific objectives of each campaign specified in the operating plan, including the proposed strategies, actions, cooperative partners, costs, proposed media timetables and performance measures which are to be agreed between the parties; and

(ii) Such other information as may be relevant.

(c) Ensure the appropriate contract or partnership agreement is in place for each campaign prior to the campaign starting.

(d) Campaign reports must be supplied within thirty days of the end of each campaign referred to in the campaign brief. The report must outline the results of that campaign and the extent to which the performance measures have been met.

(e) Monthly marketing reports are to be provided in a format, and by a due date, as advised by the Government Party. The marketing report will cover all trade and consumer marketing campaign activity and market intelligence and trends relevant to the Government Party.

(f) Monthly public relations reports are to be provided in a format, and by a due date, as advised by the Government Party. The report will cover all public relations activities, media coverage, work in progress report and trends relevant to the Government Party.

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SPECIAL PROJECT SERVICES

Special Project Services include but are not limited to:

(a) Development and execution of additional ad hoc trade and / or media engagement events for South Australia beyond the usual annual in-market events or those approved in the Annual Operating Plan.

(b) Additional marketing projects in the event the Government Party is provided with significant additional marketing funds to stimulate the North American market; and

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Attachment 6 – Pricing and Payment

FIXED PRICE

The Government Party will pay monthly fixed charges for supply of Always On (Retainer Services) set out below:

Always On (Retainer Services)	Total (inclusive of all taxes and charges)
Marketing Representation	USD $10,980
Public Relations Representation	USD $7,320
TOTAL	USD $18,300

HOURLY RATES

The Government Party will pay an hourly rate of USD $175 for supply of Special Project Services on a time and materials basis.

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Attachment 7 – Tasking Statement

Note: The format of this Tasking Statement is provided as an example only and may be amended to address Government Party requirements.

To Wagstaff Worldwide Public Relations Inc (EIN: 52-2181944) of 5443 Fountain Avenue, Los Angeles CA 90029, United States of America

Please provide a Quotation for the provision of Special Project Services as per the following:

Project Number/Title (If Applicable)

Background

Special Project Services Description

Special Project Services Objective

Required Start Date

Required Completion Date

Deliverables

Special Conditions

Documents Enclosed

Date Quotation Required

Payment Basis

Government Party's Contract Manager

Name

Appointment

Telephone

E-mail

Address

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SIGNED by a duly authorised officer for and on behalf of **SOUTH AUSTRALIAN TOURISM COMMISSION**:)
)
)
)

.....

Authorised officer signature

.....

Authorised officer name

Date

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Attachment 8 – Purchase Order

Note: The Purchase Order will consist of this attachment and the Supplier Quotation for Special Project Services. The format of this Purchase Order is provided as an example only and may be amended to address Government Party requirements.

The Purchase Order, once executed by the Government Party and delivered in accordance with the Standard Goods and Services Agreement for marketing and public relations services dated [INSERT DATE] ("**Agreement**"), will constitute acceptance by the Government Party of the Supplier's offer to supply the Special Project Services specified in this Purchase Order.

The Supplier shall provide the Special Project Services in accordance with the Agreement, this Purchase Order and any other documents expressly referred to in this Purchase Order as forming part of the Purchase Order.

Purchase Order Number

[INSERT NUMBER]

Date

(Purchase Order will be in accordance with SC 9 of the Agreement)

[INSERT DATE]

Supplier Details

WAGSTAFF WORLDWIDE PUBLIC RELATIONS INC (EIN: 52-2181944) of 5443 Fountain Avenue, Los Angeles CA 90029, United States of America

Government Party's Representative

Name

Appointment

Telephone

E-mail

Address

1 INTRODUCTION

1.1 [INSERT SUMMARY OF SPECIAL PROJECT SERVICES REQUIREMENT]

1 2 [INSERT BACKGROUND TO SPECIAL PROJECT SERVICES REQUIREMENT]

2 STATEMENT OF WORK

2.1 The Supplier shall:

(a) [INSERT DETAILS AS APPROPRIATE (e.g., "develop an overarching campaign plan and creative platform for the Event")], and

(b) provide Deliverables including:

(i) [INSERT DETAILS AS APPROPRIATE (e.g. "a completed campaign plan and creative platform, supported by campaign phasing plans")], and

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(ii) [INSERT DETAILS]

2.2 The Supplier shall commence the Special Project Services on [INSERT DELIVERY DATE] and continue until [INSERT DATE].

2.3 The Supplier shall perform the Special Project Services at [INSERT DELIVERY POINT]

3 **DELIVERABLES**

3.1 The Supplier shall provide [INSERT NUMBER] hard copies and [INSERT NUMBER] soft copies of the Deliverables in accordance with the schedule detailed below [INSERT MILESTONE DATES]

3.2 The Supplier shall provide the Deliverables by [INSERT DATE] in the following format

(a) Soft copies [INSERT FORMAT], and

(b) Hardcopies [INSERT FORMAT]

4 **PERSONNEL**

4.1 The Supplier Personnel identified for the performance of the Special Project Services are

Name

Task Title/ Duties

5 **BASIS OF PAYMENT**

5.1 The Price is [INSERT DOLLAR AMOUNT PRIOR TO PURCHASE ORDER SIGNATURE].

5.2 Subject to clause 11 (Price and Payment) and the Special Project Services meeting the warranties in clause 9 of the Agreement, the Government Party must pay the Supplier the Price.

5.3 The Government Party must make payment of a correctly rendered invoice within 30 days invoice after receiving the invoice.

5.4 The address for invoices:

Attn: [GOVERNMENT PARTY'S REPRESENTATIVE]

South Australian Tourism Commission

GPO Box 1972

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SIGNED by a duly authorised officer for and on behalf of **SOUTH AUSTRALIAN TOURISM COMMISSION**:)
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)

.....

Authorised officer signature

.....

Authorised officer name

Date

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