

DC JAZZ FESTIVAL
1101 Sixth Street, SW
Washington, DC 20024
Tel: 202-600-4101

COLLABORATION AGREEMENT

This Collaboration Agreement (“*Agreement*”) is made as of May 10, 2024 by and between DC Jazz Festival, a District of Columbia nonprofit corporation (“*DCJF*”), and The Embassy of Australia in the United States (“*Collaborator*” or “*Embassy*”) for DC Jazz Festival Opening Night (“*Event*”), part of the 2024 DC Jazz Festival (“*Festival*”).

Collaborator: **The Embassy of Australia in the United States**
s 22(1)(a)(ii) Director, Strategic Communications
1601 Massachusetts Avenue, NW, Washington, DC 20036
Email: s 22(1)(a)(iii) [@dfat.gov.au](mailto:dfat.gov.au), s 22(1)(a)(ii)

DCJF Contacts: Executive Producer, Sunny Sumter, s 47F(1)
Contracts, Asha Moses, s 47F(1)
Event Coordinator, Kelly Silver, s 47F(1)
Marketing, Josh Brown, s 47F(1)
Public Relations, Lydia Liebman, s 47F(1)
Social Media, Lois Gilbert, s 47F(1)
Producer, Wanda Edmonds, s 47F(1)

Type of Engagement: 2024 DC Jazz Festival Opening Night at the Embassy of Australia (“*Event*”)

DAY(S)/DATE(S)	Wednesday, August 28, 2024
VENUE NAME	Embassy of Australia
VENUE ADDRESS	1601 Massachusetts Ave NW, Washington, DC 20036
SETUP/SOUND CHECK	Load-In & Soundcheck: To be determined
SHOW TIME	Performance: 7:30 – 8:45 PM

As part of the collaboration, DCJF and the have agreed to the following partnership terms:

The DCJF will:

- Produce a concert featuring American jazz artist Lakecia Benjamin and Australian artist James at DC JazzFest Opening Night at the Embassy of Australia, on Wednesday, August 28
- Include Embassy logo prominently on all appropriate promotional items.
- Include content sharing between all appropriate social media channels of DC JazzFest and the Embassy (Twitter, Facebook, Instagram, Medium, etc)
- Provide two (2) VIP complimentary tickets to DC JazzFest at the Wharf on Saturday August 31, 2024 and Sunday, September 1, 2024
- Provide four (4) VIP complimentary tickets to DC JazzFest 6 at the Anthem on August 30

The Embassy will:

- Provide sponsorship of \$10,000 to support artist performance at DC JazzFest Opening Night at the Embassy of Australia.
- Provide Embassy of Australia venue for the DC JazzFest Opening Gala
- Provide complimentary food and drink for 300 people.
- Promote the DC JazzFest in the Embassy calendar
- Provide content sharing between all appropriate social media channels of DC JazzFest and the Embassy (Twitter, Facebook, Instagram, Medium, etc..)

Artist Fees - DCJF will be responsible for all performances fees associated with the Artists.

Venue Fees – Collaborator will be responsible for the payment of all costs associated with venue rental, ushers, security, and custodial duties.

Reception – Collaborator will be responsible for providing a pre-concert cocktail reception, and food and drink for up to 300 guests maximum at the Event, and for providing tables and chairs as needed.

Attendees: DCJF will be responsible for managing the invitation and marketing of the Event; and guest registration. DCJF will provide a list of attendees to the Collaborator each week beginning July 26 and will provide a final list no later than forty-eight (48) hours in advance of the Event.

Artist Travel/Hospitality Expenses: DCJF will be responsible for travel and lodging for the Artist. Collaborator will be responsible for the green room and hospitality for the Artist for the Event.

Sound/Backline/CD Sales: DCJF will be responsible for the sound and backline, including providing a sound engineer to work with the artists on the artists' sound requirements. Collaborator will be responsible for working closely with DCJF in implementing all audio and visual services during the artists' performances.

Artist Ground Transportation Expenses: DCJF will be responsible for the payment of all ground transportation expenses for artists associated with the Event. Ground transportation shall be defined as the following: pick-up at artists' DC area hotels and drop-off at the venue prior to the performance, and pick-up at the venue following the performance and drop-off at artists' DC area hotels.

Promotion: DCJF will design and distribute the Event invitation and be responsible for managing registration. Collaborator and DCJF will be responsible for the major marketing, promotion, and advertising in its schedule, on its website, in its social media networks, and other promotional channels as follows.

During the Event, Collaborator agrees to (i) prominently display the DCJF logo, (ii) display DC Jazz Festival banners and (iii) acknowledge the Event as collaboration between Collaborator and DCJF.

DCJF Information Table and Merchandise: The Collaborator agrees to provide a minimum of one 8' table at the Event for the purpose of greeting guests and promoting DCJF festival programs.

Photographer/Recording: DCJF photographers, who may be employees or contractors of DCJF, may be onsite at the Event(s) taking photographs for promotional and archival purposes. The Collaborator hereby agrees to allow DCJF to photograph and record the Event for archival purposes only. DCJF shall not use any images or recordings for merchandising purposes without written permission in advance from Artist and, to the extent required, other copyright owners and other parties in interest. The Collaborator pre-approves all uses of images and recordings solely as it concerns the Collaborator. The Collaborator hereby acknowledges and agrees that DCJF shall, throughout the universe in perpetuity, be the sole and exclusive owner of (and DCJF hereby reserves all rights not herein waived with respect thereto) any and all material which displays, duplicates or reproduces all or any part of the activities of the Artist and/or other persons in connection with the performance.

Collaborator will be responsible for obtaining any so-called "name, image and likeness releases" (as such term is commonly understood in the entertainment industry) from each artist (including, without limitation, the Artist) for the Event. Collaborator and DCJF will provide copies of any photographs taken by DCJF as mutually agreed upon by DCJF and the Collaborator.

Sponsorships: Venue acknowledges that DCJF shall have the exclusive right to solicit sponsorships and enter into sponsorship agreements with third-party companies solely with respect to the Event at the venue and/or the Festival ("Performance Sponsorships"). DCJF will be obtaining sponsors for the Festival, including but not limited to sponsorship, branding for stages, signage in the stage area and on the stage video screens. Artist further

acknowledges that DCJF has multiple sponsors and that such Performance Sponsorships will be publicized in a variety of ways prior to, during and after the Festival, including, without limitation, in the advertising and promotion of the Festival. Any sponsorship fees or other consideration paid by sponsors in connection with the Performance Sponsorships will be the sole property of DCJF. In no event shall Collaborator staff conduct, publicize or display, or authorize the conduct, publication or display of, any signage, sponsorships or endorsements of any type whatsoever in or around the venue during the Festival, or in connection with Artist's performance at the Festival, without the prior express written consent of DCJF, which DCJF may withhold for any reason and in its sole discretion. DCJF agrees to inform the Collaborator of Event sponsors in advance.

Checks, if applicable, should be made payable to: DC Jazz Festival: DCJF, the organization that provides the DC Jazz Festival, is a 501(c)(3) non-profit organization. Tax ID # 20-1799842.

Insurance: DCJF maintains general liability insurance that covers DCJF, the members of DCJF with respect to the conduct of DCJF's business and the managers of DCJF with respect to their duties as managers of DCJF's business. Collaborator is responsible for obtaining its own liability insurance with respect to the conduct of the Collaborator's business and the managers of Collaborator with respect to their duties as managers of the Collaborator's business. Collaborator is responsible for providing comprehensive event insurance for the Embassy events with the DCJF named as additionally insured, at Collaborator's sole cost and expense and endorsed for the benefit of DCJF, with an insurance company acceptable to DCJF. Collaborator will provide DCJF with evidence acceptable to DCJF that such insurance has been obtained and will cover the Embassy event at least ninety (90) days prior to the date of the Event. Each artist is responsible for obtaining his or her own liability insurance. Collaborator hereby agrees to indemnify and hold harmless DCJF, its officers, directors, and employees from and against all third-party actions, costs, claims, charges, expenses and damages whatsoever, which may be brought or made against them arising out of or in connection with the Event.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

DC Jazz Festival

Embassy of Australia in the United States

s 47F(1)

s 22(1)(a)(ii)

Signature (Date)
Sunny Sumter
President and CEO

8/25/2024
(Date)
Director, Strategic Communications



Australian Government
Department of Foreign Affairs and Trade

CONTRACT FOR PROVISION OF SERVICES OUTSIDE AUSTRALIA

CONTRACT NO: DFAT FINANCE INSERT SAP CONTRACT NUMBER

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ABN 47 065 634 525 acting through Embassy of Australia, Washington DC (**DFAT**)

DFAT Representative: s 22(1)(a)(ii), Director, Strategic Communications

Notice Details: Address: Embassy of Australia
1601 Massachusetts Avenue NW
Washington DC 20063
Email: s 22(1)(a)(ii)@dfat.gov.au

DC JAZZ FESTIVAL – VENDOR NO. 4095506

Contractor Representative: Sunny Sumter, President and CEO

Notice Details: Address: DC Jazz Festival
1101 Sixth Street SW
Washington, DC 20024
Email: s 47F(1)

INFORMATION TABLE

Item	Information				
Item 1	Services: DC JazzFest Opening Night				
Item 2 (clauses 1.1 and 1.2)	Term: Effective Date: 28 August 2024 Commencement Date: 28 August 2024 Expiry Date: 15 September 2024 Extension Option/s: N/A				
Item 3 (clause 4.1(a))	Service Requirements: 501c not for profit partnering with the Embassy of Australia to host DC JazzFest. Embassy making a contribution to DC JazzFest costs (performance payments for artists, travel, accommodation, staffing, AV provision). The Embassy is hosting the opening night of DC JazzFest 2024 in partnership with DC JazzFest.				
Item 4 (clause 4.1(a))	Location of Services: Washington, DC (at Embassy of Australia, Washington)				
Item 5 (clause 4.1(a))	Timing for Delivery of Services 28 August 2024				
Items 6 (clause 4.1(b))	Personnel to be used in the Provision of the Services: To be determined by the contractor				
Item 7 (clause 9.1)	Contract Price: The total Contract Price will be: USD 10,000.00 Refer to Attachment 2 - Pricing Schedule for further details of the Contract Price and details of payment.				
Item 8 (clause 11.1)	Reimbursable Expenses: N/A				
Item 9 (clause 20.1)	Contractor Insurance Requirements: <table border="0"> <tr> <td>Public liability insurance</td> <td>No</td> </tr> <tr> <td>Professional indemnity insurance</td> <td>Yes – Evidence of indemnity insurance provided to Embassy</td> </tr> </table>	Public liability insurance	No	Professional indemnity insurance	Yes – Evidence of indemnity insurance provided to Embassy
Public liability insurance	No				
Professional indemnity insurance	Yes – Evidence of indemnity insurance provided to Embassy				
Item 10 (clause 43.1)	Governing Law: Australian Capital Territory				
Item 11 (clause 23)	Confidential Information: DFAT: N/A Contractor: N/A				

TABLE OF CONTENTS

	Page
<u>1. TERM</u>	<u>5</u>
<u>2. SERVICES</u>	<u>5</u>
<u>3. CONTRACT DOCUMENTS</u>	<u>5</u>
<u>4. PROVISION OF SERVICES</u>	<u>5</u>
<u>5. REPLACEMENT SERVICES</u>	<u>5</u>
<u>6. NATURE OF ENGAGEMENT</u>	<u>5</u>
<u>7. CONTRACTOR'S PERSONNEL</u>	<u>6</u>
<u>8. PRICE BASIS</u>	<u>6</u>
<u>9. PAYMENT</u>	<u>6</u>
<u>10. INVOICE</u>	<u>7</u>
<u>11. REIMBURSABLE EXPENSES</u>	<u>7</u>
<u>12. DEDUCTION / SET-OFF</u>	<u>8</u>
<u>13. WARRANTY</u>	<u>8</u>
<u>14. USE OF DFAT PROPERTY</u>	<u>8</u>
<u>15. INTELLECTUAL PROPERTY RIGHTS</u>	<u>8</u>
<u>16. TERMINATION FOR BREACH</u>	<u>9</u>
<u>17. TERMINATION FOR CONVENIENCE</u>	<u>9</u>
<u>18. SECURITY</u>	<u>9</u>
<u>19. WORK HEALTH AND SAFETY</u>	<u>10</u>
<u>20. INSURANCE</u>	<u>11</u>
<u>21. INDEMNITY</u>	<u>11</u>
<u>22. PRIVACY</u>	<u>11</u>
<u>23. CONFIDENTIALITY</u>	<u>12</u>
<u>24. CONFLICT OF INTEREST</u>	<u>12</u>
<u>25. NOTICES</u>	<u>12</u>
<u>26. ASSIGNMENT AND NOVATION</u>	<u>13</u>

<u>27.</u>	<u>SUBCONTRACTING</u>	<u>13</u>
<u>28.</u>	<u>APPROVALS AND COMPLIANCE</u>	<u>13</u>
<u>29.</u>	<u>RECORDKEEPING, AUDIT AND ACCESS</u>	<u>13</u>
<u>30.</u>	<u>CHILD PROTECTION POLICY</u>	<u>14</u>
<u>31.</u>	<u>PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT</u>	<u>14</u>
<u>32.</u>	<u>COUNTER-TERRORISM AND SANCTIONS</u>	<u>14</u>
<u>33.</u>	<u>ANTI-CORRUPTION</u>	<u>15</u>
<u>34.</u>	<u>FRAUD</u>	<u>15</u>
<u>35.</u>	<u>GENDER EQUALITY</u>	<u>16</u>
<u>36.</u>	<u>MODERN SLAVERY</u>	<u>16</u>
<u>37.</u>	<u>DISPUTE</u>	<u>16</u>
<u>38.</u>	<u>PUBLICITY</u>	<u>17</u>
<u>39.</u>	<u>ENTIRE AGREEMENT</u>	<u>17</u>
<u>40.</u>	<u>AMENDMENT</u>	<u>17</u>
<u>41.</u>	<u>SEVERABILITY</u>	<u>17</u>
<u>42.</u>	<u>SURVIVAL</u>	<u>17</u>
<u>43.</u>	<u>GOVERNING LAW</u>	<u>17</u>
<u>44.</u>	<u>DEFINITIONS</u>	<u>17</u>
	<u>ATTACHMENT 1 – SERVICE REQUIREMENTS</u>	<u>21</u>
	<u>ATTACHMENT 2 – PRICING SCHEDULE</u>	<u>22</u>

General Conditions of Contract for the Supply of Services outside Australia

1. TERM

- 1.1 The Contract takes effect on the Effective Date. The Services commence on the Commencement Date and unless terminated earlier in accordance with the Contract or otherwise, end on the Expiry Date or completion of the Services if no Expiry Date is specified.
- 1.2 DFAT may, in its sole discretion, extend the Contract for a further period as specified in Item 2 of the Details Schedule by giving written notice to the Contractor at least 30 days before the end of the then current Term or such other period as may be agreed in writing by the parties. The Contract, if extended, will continue under the same terms and conditions.

2. SERVICES

- 2.1 The Contractor agrees to provide the Services to DFAT and DFAT agrees to purchase the Services in accordance with the terms of the Contract.

3. CONTRACT DOCUMENTS

- 3.1 The Contract between DFAT and the Contractor comprises the General Conditions of Contract for the Supply of Services outside Australia (including the Details Schedule) and any Attachments.
- 3.2 If there is any ambiguity or inconsistency between the documents comprising the Contract, the following order of precedence is to be given to the extent of any ambiguity or inconsistency:
- (a) the General Conditions of Contract for the Supply of Services outside Australia (including the Details Schedule); and
 - (b) the Attachments (if any).

4. PROVISION OF SERVICES

- 4.1 The Contractor must provide the Services to DFAT:
- (a) for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
 - (b) using the Personnel identified in the Details Schedule or Attachment 1 (if any) or otherwise using appropriately qualified, skilled and experienced Personnel;
 - (c) in a manner which meets any performance standards specified in Attachment 1;
 - (d) to a standard of quality not less than industry best practice for services of the same type as those Services and, without limiting clause 4.1(a), in a timely manner;
 - (e) to the satisfaction of the DFAT Representative; and
 - (f) in accordance with any other requirements specified in the Contract.
- 4.2 The Contractor must promptly notify DFAT if the Contractor or any of its Personnel becomes aware that the Contractor will be unable to provide all or part of the Services in accordance with the requirements of this clause 4.

5. REPLACEMENT SERVICES

- 5.1 If the Contractor fails to provide the Services in accordance with the Contract, the Contractor must, at its cost, provide replacement Services or take any other action required by DFAT to rectify any aspect of the Services which do not comply with the Contract, as directed by DFAT.

6. NATURE OF ENGAGEMENT

- 6.1 DFAT engages the Contractor to provide the Services as an independent contractor and not as DFAT's agent or employee. The Contractor has no authority to bind DFAT or act on DFAT's behalf at any time. The Contractor is not entitled to any benefit from DFAT usually attributable to an employee. The Contractor must not, and must ensure that its Personnel do not, represent itself or themselves as being DFAT's employees, partners or agents.

7. CONTRACTOR'S PERSONNEL

7.1 If specific Personnel are identified in the Details Schedule or Attachment 1 as providing the Services, the Contractor must:

- (a) use those Personnel to provide the Services; and
- (b) notify DFAT if those Personnel become unable to provide the Services.

7.2 DFAT, acting reasonably, may give notice requiring the Contractor to remove any Personnel from work in respect of the Services.

7.3 If:

- (a) Personnel described in clause 7.1 become unable to provide the Services; or
- (b) DFAT gives notice to the Contractor under clause 7.2 to remove Personnel from work in respect of the Services,

the Contractor must promptly arrange for their replacement with personnel of appropriate qualifications, skills and experience, as deemed acceptable by DFAT in writing, at no additional cost to DFAT.

8. PRICE BASIS

8.1 The Contract Price is the agreed price for provision of the Services specified in the Details Schedule and Attachment 2. The Contract Price is inclusive of, and the Contractor is responsible for paying:

- (a) all taxes, duties and government charges imposed or levied in the jurisdiction(s) in which the Services will be, or are, provided;
- (b) remuneration to the Contractor's Personnel, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Contractor or under any award, statute or local law;
- (c) costs in respect of procuring and maintaining the insurances required under clause 20; and
- (d) costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Contractor's Personnel.

8.2 Unless otherwise stated in Attachment 2, all prices and rates listed in the Contract are fixed for the duration of the Contract

9. PAYMENT

9.1 Subject to clause 10 and the Details Schedule, DFAT will pay:

- (a) the Contract Price to the Contractor within 20 days after receipt of a correctly rendered invoice; or
- (b) if the Details Schedule provides for the payment of the Contract Price by way of:
 - (i) instalments, the amount of the relevant instalment to the Contractor within 20 days after receipt of a correctly rendered invoice; or
 - (ii) milestone payments, the amount of the relevant milestone payment to the Contractor within 20 days after receipt of a correctly rendered invoice; and
- (b) if the Details Schedule provides for the reimbursement of Reimbursable Expenses, the amount of those Reimbursable Expenses which have been incurred by the Contractor in accordance with the Contract, within 20 days after receipt of a correctly rendered invoice.

9.2 Under this Contract, interest on the late payment of invoices is not applicable.

10. INVOICE

- 10.1 An invoice is correctly rendered under clause 10 if:
- (a) the amount claimed for payment is correctly calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment;
 - (b) the Services to which the invoice relates have been completed to the satisfaction of DFAT and meet the requirements of the Contract; and
 - (c) the invoice:
 - (i) is set out in a manner that enables DFAT to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
 - (ii) is in the form of a valid tax invoice under GST Law; and
 - (iii) contains the date of issue of the invoice, the Contract number or purchase order number, the name and phone number of the Contractor Representative and is addressed as specified in the Details Schedule.
- 10.2 In addition to the requirements of clause 10.1, if an invoice contains a claim for Reimbursable Expenses, to be correctly rendered:
- (a) the Reimbursable Expenses must have already been incurred and paid for by the Contractor;
 - (b) the invoice must separately itemise all Reimbursable Expenses for which reimbursement is being sought; and
 - (c) the invoice must be submitted together with copies of invoices substantiating the Reimbursable Expenses.
- 10.3 The Contractor must promptly provide to DFAT such supporting documentation and other evidence reasonably required by DFAT to substantiate performance of the Contract by the Contractor or payment of the Contract Price by DFAT.

11. REIMBURSABLE EXPENSES

- 11.1 Except as provided for in the Details Schedule, the Contractor must perform its obligations under the Contract at its own cost and neither the Contractor nor any of its Personnel will be entitled to be reimbursed for any expenses incurred in providing the Services.
- 11.2 Where Reimbursable Expenses are specified in the Details Schedule, and where DFAT has provided its prior written consent, the Contractor will be entitled to reimbursement for travel, accommodation and living expenses up to the DFAT Non-SES travelling allowance rates, and for goods and/or services purchased on behalf of DFAT at DFAT's request.
- 11.3 All claims for Reimbursable Expenses must be submitted on a correctly rendered invoice in accordance with the requirements of clause 10.
- 11.4 The maximum amounts to which the Contractor is entitled to reimbursement under this clause 11 will be the amounts to which DFAT non-SES personnel are entitled to when travelling in Australia or overseas.
- 11.5 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours. Time spent travelling for the purposes of this Contract does not constitute a reimbursable expense.
- 11.6 If requested by the DFAT Representative, the Contractor must provide satisfactory evidence to substantiate any specified claim for reimbursement prior to DFAT making any payment of the related claim.

12. DEDUCTION / SET-OFF

- 12.1 DFAT may deduct from any payment of the whole or part of the Contract Price any taxes, charges, insurance premiums or levies imposed by law upon DFAT which are ordinarily required to be paid by the Contractor as a result of the Contractor providing the Services. In doing so, the Contractor will be the entity that is taken to be complying with legislative requirements and DFAT will not be seen to be treating the Contractor or any of its Personnel as anything other than an independent contractor.
- 12.2 If the Contractor owes any debt to DFAT under or in connection with the Contract, DFAT may deduct the amount of the debt from payment of the Contract Price, or seek to recover the amount as a debt due to DFAT.

13. WARRANTY

- 13.1 The Contractor warrants that:
- (a) the Services will be provided with due care and skill;
 - (b) the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by DFAT; and
 - (c) the Services will be provided by appropriately qualified, skilled and experienced Personnel and be done to a high standard in accordance with best practice.

14. USE OF DFAT PROPERTY

- 14.1 The Contractor must not, and must ensure that its Personnel do not, use any DFAT Property for any purpose other than:
- (a) a purpose for which that DFAT Property was designed, manufactured or constructed; and
 - (b) for the provision of the Services.
- 14.2 The Contractor must protect all DFAT Property from loss or damage, maintain DFAT Property in good order and promptly return DFAT Property to DFAT upon request by DFAT, when they are no longer required to provide the Services or otherwise upon expiration or termination of the Contract.
- 14.3 The Contractor acknowledges that it may be provided with the ability to access DFAT-held information in connection with its performance of the Services, including through access to DFAT information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor must not seek to access or use DFAT-held information except to the extent strictly required for the provision of the Services.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Title in, and ownership of all Intellectual Property Rights associated with any deliverable or material developed by the Contractor in connection with this Contract ('**Foreground IP**') vests on its creation in the Contractor.
- 15.2 The Contractor grants to DFAT (or must ensure the grant of) a royalty free, irrevocable, non-exclusive, perpetual, worldwide licence (including the right to sub licence) to use, copy, adapt, expand, develop, publish or otherwise change:
- (a) the Foreground IP;
 - (b) any pre-existing material (including software, documentation or data) which is incorporated or embedded into the Foreground IP; and
 - (c) any other pre-existing material which is embodied in, or attaches to, or is otherwise necessary for DFAT to obtain full benefit of the Services]
- 15.3 As permitted by law, the Contractor unconditionally and irrevocably:
- (a) consents, and will obtain all other necessary unconditional and irrevocable consents, to any act or omission that would otherwise infringe any moral rights in any work that is included in a deliverable or material comprised in the Services, whether occurring before or after a

consent is given; and

- (b) waives, and will obtain all other necessary unconditional and irrevocable written waivers of, moral rights,

for the benefit of DFAT, its licensees and anyone authorised by any of them.

- 15.4 The Contractor warrants the provision of the Services (and DFAT's use of any deliverable or material developed or supplied under the Contract) will not infringe the Intellectual Property or moral rights of any person.

16. TERMINATION FOR BREACH

- 16.1 DFAT may terminate the Contract immediately by notice if the Contractor:

- (a) breaches the Contract and the breach is not capable of remedy;
- (b) does not remedy a breach of the Contract which is capable of remedy within the period specified by DFAT in a notice of default issued by DFAT to the Contractor requiring the Contractor to remedy the breach; or
- (c) becomes bankrupt or insolvent.

- 16.2 For the purpose of 16.1(a), a breach which is not capable of remedy includes a circumstance where the Contractor:

- (a) does not provide, or notifies DFAT that it will be unable to provide, all of the Services for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
- (b) does not provide replacement personnel acceptable to DFAT in accordance with clause 7 (Contractor Personnel); or
- (c) breaches any of its obligations under clauses 18 (Security) or 19 (Work Health and Safety).

17. TERMINATION FOR CONVENIENCE

- 17.1 In addition to any other rights it has under the Contract, DFAT may at any time terminate the Contract by notifying the Contractor in writing.

- 17.2 If DFAT issues such a notice, the Contractor must:

- (a) stop work in accordance with the notice;
- (b) comply with any directions given by DFAT; and
- (c) mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected Subcontracts.

- 17.3 DFAT will only be liable for payments to the Contractor for Services provided to DFAT before the effective date of termination and any reasonable costs unavoidably incurred by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of DFAT.

- 17.4 The Contractor will not be entitled to any other loss or damage, including the costs of redundancies, the costs of terminating any Subcontracts, the costs of mitigating losses, loss of profits or any other forms of expectation loss.

- 17.5 DFAT will not be liable to pay amounts under this clause 17 which would, added to any fees already paid to the Contractor under this Contract, together exceed the Contract Price.

18. SECURITY

- 18.1 If DFAT provides the Contractor with access to any DFAT place, area or facility, the Contractor must comply with any security and safety requirements notified to the Contractor by DFAT or of which the Contractor is aware and ensure that its Personnel, Subcontractors, and Subcontractor Personnel are aware of and comply with such security requirements.

- 18.2 The Contractor must:
- (a) notify DFAT immediately on becoming aware of any security incident or security breach and comply with all DFAT directions to rectify the security;
 - (b) if required by DFAT, participate in security reviews of its procedures at least annually as requested by DFAT; and
 - (c) participate in any security audit in relation to the Contract, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.
- 19. WORK HEALTH AND SAFETY**
- 19.1 The Contractor must perform its, and must ensure that its Personnel perform their, obligations under this Contract:
- (a) in a manner which ensures that DFAT meets its obligations under WHS Laws; and
 - (b) in compliance with the WHS Laws, to the full extent that the WHS Laws apply to the Contractor.
- 19.2 If required by DFAT, the Contractor must, for the Term of the Contract, maintain a work health and safety management plan which:
- (a) contains policies and procedures that are necessary to enable the Contractor and DFAT to comply with WHS Laws;
 - (b) identifies potential work health and safety risks and issues, and identifies controls the Contractor will implement to manage each risk and issue;
 - (c) contains a process and timetable for critical incident management; and
 - (d) is updated if there is any change in circumstances which may materially affect work health and safety.
- The Contractor must provide a copy of the work health and safety management plan to DFAT on request.
- 19.3 If a Notifiable Incident occurs in connection with work carried out under the Contract:
- (a) on DFAT premises;
 - (b) which involves DFAT personnel; or
 - (c) which involves a DFAT specified system of work,
- the Contractor must:
- (d) immediately report the incident to the DFAT;
 - (e) promptly provide DFAT with copies of any notices or other documentation provided to, or issued by, the relevant regulator in relation to the Notifiable Incident;
 - (f) provide DFAT with such other information as may be required by DFAT to facilitate the notification to or investigation by the regulator of the Notifiable Incident in accordance with WHS Laws; and
 - (g) provide other reasonable assistance required by DFAT to undertake mandatory incident reporting.
- 19.4 The Contractor agrees, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put.
- 19.5 Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the

WHS Act.

- 19.6 The Contractor acknowledges that DFAT may direct it to take specified measures in connection with the Contractor's work under this Contract that DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost.

20. INSURANCE

20.1 The Contractor must procure and maintain:

- (a) workers compensation insurance or registration as required by law;
- (b) the insurances specified in the Details Schedule (if any); and
- (c) such other insurances and on such terms and conditions as a prudent contractor, providing services similar to the Services, would procure and maintain.

20.2 The Contractor must provide DFAT with a copy of certificates of currency for each insurance policy on request.

21. INDEMNITY

21.1 The Contractor indemnifies DFAT, its officers, employees and agents against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a legal counsel and own client basis), compensation or expense arising out of or in any way in connection with:

- (a) a breach by the Contractor or its Personnel of the Contract;
- (b) a default or any unlawful, wilful or negligent act or omission on the part of the Contractor or its Personnel; or
- (c) any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's Intellectual Property or moral rights in connection with the Services.

21.2 The Contractor's liability to indemnify DFAT under clause 21.1(a) is reduced to the extent that any wilful, unlawful, or negligent act or omission of DFAT, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.

22. PRIVACY

22.1 The Contractor must ensure that all of its dealings with Personal Information in connection with this Contract:

- (a) conform with its obligations under applicable Privacy Laws;;
- (b) to the extent that different Privacy Laws apply to DFAT and the Contract, and without limiting clause 22.1(a), conform with the obligations applicable to DFAT (including its obligations under the *Privacy Act 1988* (Cth)), as if they were binding upon the Contractor; and
- (c) conform, to the extent relevant to this Contract, with the requirements of DFAT's published privacy policies (as amended from time to time).

22.2 The Contractor must notify DFAT as soon as reasonably practicable if:

- (a) it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 22, whether by the Contractor, Subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
- (b) in relation to Personal Information obtained in the course of performing the Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.

22.3 The Contractor must:

- (a) investigate any breach or possible breach of its obligations in relation to Personal Information under this Contract and report the substance and outcome of that investigation to DFAT within 14 calendar days of becoming aware of the breach or possible breach; or
 - (b) assist DFAT with its own investigation into the breach or possible breach of any of the Contractor's obligations in relation to Personal Information under this Contract, acknowledging DFAT's obligations under the Privacy Act.
- 22.4 The Contractor must ensure that its Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 22.
- 22.5 The Contractor must ensure that any Subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the Subcontractor complies with this clause 22.

23. CONFIDENTIALITY

- 23.1 The Contractor must not disclose any DFAT Confidential Information to any third party without the prior written consent of DFAT. The Contractor will not be in breach of this clause in circumstances where it is required by law to disclose any DFAT Confidential Information. The parties acknowledge and agree that the terms of this Contract are not confidential, except for any clause or information identified by a party in the Details Schedule as being confidential to that party.
- 23.2 If required by DFAT, the Contractor must ensure that its Personnel (including subcontractor personnel) engaged in the performance of the Services under this Contract give a written undertaking in a form required by DFAT prior to the disclosure of DFAT Confidential Information.

24. CONFLICT OF INTEREST

- 24.1 In this clause 24, conflict of interest means any matter, circumstance, interest, or activity affecting the Contractor, Contractor Personnel or Subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to DFAT diligently and independently.
- 24.2 The Contractor warrants that, to the best of its knowledge after making diligent enquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its Personnel.
- 24.3 If required by DFAT, the Contractor must:
- (a) obtain conflict of interest declarations from Contractor Personnel;
 - (b) maintain a register of conflict of interest declarations received;
 - (c) ensure that the register is updated every 12 months; and
 - (d) make this register available upon request by DFAT.
- 24.4 The Contractor must notify DFAT in writing promptly if a conflict of interest arises, or appears likely to arise.
- 24.5 Within seven (7) days after giving notice under clause 24.4, the Contractor must notify DFAT in writing of the steps it will take to resolve the issue. If DFAT considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by DFAT. If the Contractor fails to notify DFAT in accordance with clause 24.4 or this clause 24.5 or is unable or unwilling to resolve the issue in the required manner, DFAT may terminate the Contract in accordance with clause 16 (Termination for Breach).

25. NOTICES

- 25.1 A party giving notice under this Contract must do so in writing that is:
- (a) directed to the party's address specified in the Details Schedule and marked for the attention of the other party's representative; and
 - (b) hand delivered, sent by pre-paid post to that address or to the representative's email address.
- 25.2 A notice given in accordance with clause 25.1 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post on the fifth day after the date of posting;
- (c) if sent by email, when the email enters the addressee's information system, unless the sender's information system receives a message within one (1) business day that the email has not been delivered to the addressee,
- (d) but, if the receipt, transmission or entry into the information system is not on a business day or is after 5.00 pm (recipients local time) on a business day, the notice is taken to be received at 9.00 am (recipient's local time) on the next business day.

26. ASSIGNMENT AND NOVATION

- 26.1 The Contractor must not assign any of its rights, or transfer any of its obligations, under the Contract without the prior written consent of DFAT.

27. SUBCONTRACTING

- 27.1 The Contractor must not Subcontract the whole or part of its obligations under the Contract without the prior written consent of DFAT. In granting its consent, DFAT may impose any conditions it considers appropriate.

- 27.2 Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract. The Contractor remains liable for the acts, defaults and omissions of any Subcontractor as if they were the Contractor's acts, defaults and omissions.

- 27.3 Any Subcontract entered into by the Contractor for the performance of any part of the Contract must contain clauses under which the Subcontractor:

- (a) authorises DFAT to publish details of the name of the Subcontractor and the nature of the Services that the Subcontractor is subcontracted to perform;
- (b) gives all warranties which the Contractor gives under this Contract, to the extent they are relevant to the portion of the Services the Subcontractor is Subcontracted to provide or perform; and
- (c) has the same obligations that the Contractor has under clauses 30, 31, 32, 33 and 34.

28. APPROVALS AND COMPLIANCE

- 28.1 The Contractor must obtain and maintain in full force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the provision of the Services. The Contractor must comply with and ensure its Personnel comply with the laws from time to time in force in the jurisdictions in which any part of the Contract is to be carried out and all DFAT policies relevant or applicable to the Contract.

29. RECORDKEEPING, AUDIT AND ACCESS

- 29.1 The Contractor must:

- (a) keep full and accurate records relating to its performance of and compliance with any of its obligations under this Contract and any other matters specified in Attachment 1, as applicable; and
- (b) maintain the records in a manner that enables them to be conveniently and properly audited; and for a period of at least 7 years from the date on which the records were created; and
- (c) give DFAT access to those records on request.

- 29.2 The Contractor must permit DFAT, the Commonwealth Auditor-General and their nominees timely and sufficient access to its premises, records or accounts relevant to the Contract to conduct audits of the Contractor's performance of and compliance with this Contract. DFAT, the Commonwealth Auditor-General and their nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for this purpose.

30. CHILD PROTECTION POLICY

30 1 The Contractor must comply with the DFAT Child Protection Policy accessible on the DFAT website <http://www.dfat.gov.au/childprotection>. DFAT may audit the Contractor's compliance with the Child Protection Policy. The Contractor must participate cooperatively in any reviews conducted by DFAT.

30 2 The Contractor must immediately report in writing any suspected non-compliance with the Child Protection Policy, including suspected or alleged case of child exploitation, abuse, harm or policy non-compliance arising in connection with the Contractor's performance of the Contract to the DFAT Representative and to childwelfare@dfat.gov.au.

30 3 In reporting to DFAT as required pursuant to clause 30 2, the Contractor must comply with Privacy Laws and the privacy provisions in the 'DFAT Child Protection Incident Notification Form', accessible at www.dfat.gov.au/childprotection.

30 4 If DFAT finds that the Contractor has failed to comply with the Child Protection Policy, the Contractor must promptly, and at the cost of the Contractor, take such actions as DFAT deems necessary to ensure compliance with the Child Protection Policy.

31. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

31 1 The Contractor must comply, and must ensure that its Personnel comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, including the reporting obligations, accessible at <http://www.dfat.gov.au/pseah>.

31 2 Without limiting the Contractor's obligations under clause 31 1, the Contractor must report to the DFAT Representative and to seahreports@dfat.gov.au

(a) any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Services within 48 hours of becoming aware of the case, and

(b) any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) business days of becoming aware of the incident.

31 3 DFAT may conduct a review of the Contractor's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy referred to in clause 31 1. DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must participate co-operatively in any such review.

31 4 In reporting to DFAT as required pursuant to clause 31 1, the Contractor must comply with Privacy Laws and the privacy provisions in the DFAT PSEAH Incident Notification Form, available on DFAT's website.

31 5 If DFAT finds that the Contractor has failed to comply with the Preventing Sexual Exploitation, Abuse and Harassment Policy, the Contractor must promptly, and at the cost of the Contractor, take such actions as DFAT deems necessary to ensure compliance with the Preventing Sexual Exploitation, Abuse and Harassment Policy.

32. COUNTER-TERRORISM AND SANCTIONS

32 1 The Contractor must ensure that

(a) it and individuals, persons, entities or organisations involved in activities under the Contract, including its Personnel and Subcontractors, do not engage in any Prohibited Dealings, and

(b) none of the funds provided under this Contract (whether through a Subcontract or not) are used in any way to directly or indirectly provide support, resources or assets to individuals, persons, entities or organisations involved in any Prohibited Dealings.

32 2 Where the Contractor becomes aware, or there are reasons to suspect, that

(a) there is a link between it or its Personnel and any individual, person, entity or organisation involved in Prohibited Dealings,

(b) any of its Personnel or any individual, person, entity or organisation involved in implementing the Contract is involved in Prohibited Dealings;

- (c) any or all of the funds provided under the Contract (whether through a Subcontract or not) have been used in any way to directly or indirectly provide support, resources or assets to an individual, person, entity or organisation involved in Prohibited Dealings;
- (d) it or any of its Personnel have been suspended from tendering for World Bank grants by the World Bank or from tendering by a donor of development funding other than the World Bank; or
- (e) it or any of its Personnel are the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding,

the Contractor must:

- (f) immediately inform DFAT in writing of the circumstances, and in all cases within 24 hours of becoming aware of the circumstances;
- (g) immediately take all reasonable action to mitigate the circumstance; and
- (h) take any other action reasonably required by DFAT to mitigate the circumstance.

32.3 Any breach of this clause 32 will entitle DFAT to issue a notice under clause 16.1(a) to terminate the Contract immediately.

33. ANTI-CORRUPTION

33.1 The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any party, in relation to the execution of this Contract.

33.2 The Contractor must not, and must ensure that its Contractor Personnel do not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to this Contract.

33.3 Any breach of this clause 33 will entitle DFAT to issue a notice under clause 16.1(a) (Termination for Breach) to terminate this Contract immediately.

34. FRAUD

34.1 This clause applies to any Fraud which relates to the Services or this Contract.

34.2 The Contractor must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by Contractor Personnel.

34.3 The Contractor is responsible for preventing and detecting Fraud, including Fraud within those functions performed by any Subcontractor relating to the performance of this Contract.

34.4 The Contractor must ensure that Contractor Personnel are responsible and accountable to the Contractor for preventing, detecting and immediately reporting any Fraud as part of their routine responsibilities. The Contractor must ensure that Contractor Personnel who are not employed by the Contractor report suspected Fraud to the Contractor within 5 Business Days.

34.5 If the Contractor becomes aware of Fraud, it must report the matter to DFAT in writing within five (5) business days of becoming aware of the Fraud. The report must contain the following information:

- (a) a chronology of facts which are relevant to the Fraud;
- (b) the names of Contractor Personnel and other persons suspected of engaging in the Fraud;
- (c) copies of any documents which are relevant to the Fraud;
- (d) the current status of any inquiries commenced by the Contractor into the Fraud; and
- (e) any other information reasonably required by DFAT.

34.6 The Contractor must investigate the Fraud at the Contractor's cost and in accordance with any directions or standards required by DFAT.

- 34 7 After the investigation is finished, if a suspected offender has been identified, the Contractor must promptly report the Fraud to the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Director of DFAT's Fraud Section agrees otherwise in writing
- 34 8 If the investigation finds the Contractor or its Personnel have engaged in Fraud, the Contractor must
- (a) if DFAT funds have been misappropriated, pay to DFAT the full value of the DFAT funds that have been misappropriated,
 - (b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged so that it is no longer usable, replace the property with property of equal quality, and
 - (c) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action
- 34 9 If the investigation finds that a person other than the Contractor or its Personnel has engaged in Fraud, the Contractor must, at the Contractor's cost
- (a) take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through Fraud, and
 - (b) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action
- 34 10 Any breach of this clause 34 will entitle DFAT to issue a notice under clause 16 1(a) (Termination for Breach) to terminate this Contract immediately
- 34 11 This clause 34 survives the termination or expiration of this Contract, including with respect to any Fraud which is not detected until after the Contract has expired
- 35. GENDER EQUALITY**
- 35 1 The Contractor must comply with its obligations, if any, to promote gender equality in the workplace under the *Workplace Gender Equality Act 2012 (Cth)* (WGE Act)
- 35 2 If the Contractor is subject to the WGE Act and becomes non-compliant with the WGE Act during the Term, the Contractor must notify DFAT, and DFAT reserves the right to provide the Contractor with directions regarding compliance
- 35 3 If the Term exceeds 18 months and the WGE Act applies to the Contractor, the Contractor must provide a current letter of compliance with the WGE Act within 18 months after the Commencement Date and following this, annually, to DFAT
- 36. MODERN SLAVERY**
- 36 1 The Contractor must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services
- 36 2 If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, the Contractor must as soon as reasonably practicable
- (a) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains, and
- 37. DISPUTE**
- 37 1 The parties will try to settle any disputes that arise under this Contract by direct negotiation at the working level
- 37 2 For any dispute that cannot be resolved at the working level, the party claiming that there is a dispute will give the other party a notice setting out the details of the dispute Within five (5) business days, each party will nominate a senior representative, not having prior direct involvement in the dispute The senior representatives will try to settle the dispute by direct negotiation

37 3 If the senior representatives cannot resolve the dispute within a further 10 business days, either party may commence legal proceedings

37 4 Each party will bear its own costs for dispute resolution

37 5 The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief

38. PUBLICITY

38 1 The Contractor may not make media or other announcements or releases relating to this Contract without DFAT's prior written approval except to the extent that the announcement or release is required to be made by law

39. ENTIRE AGREEMENT

39 1 The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all submitted offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing

40. AMENDMENT

40 1 Any amendment to this Contract must be in writing and signed by the parties

41. SEVERABILITY

41 1 A provision or part of a provision of this Contract that is void, illegal or unenforceable may be severed from this agreement and the remaining provisions or parts of the provision of this agreement continue in force

42. SURVIVAL

42 1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration will survive

43. GOVERNING LAW

43 1 The laws of the jurisdiction specified in the Details Schedule apply to the Contract, and the parties submit to the non-exclusive jurisdiction of its courts

44. DEFINITIONS

44 1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Details Schedule or this clause 44

'**Business Day**' means any day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory

'**Consolidated List**' means the list of all persons and entities who are subject to targeted financial sanctions or travel bans under Australian sanctions laws which is maintained by DFAT accessible at <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>

'**Contract**' has the meaning given in clause 3

'**Contractor**' means the entity specified in the Details Schedule

'**Criminal Code Act List**' means the list of organisations that are specified as a "terrorist organisation" by regulations made under the *Criminal Code Act 1995* (Cth) (this list is currently available at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>)

'**DFAT**' means the Department of Foreign Affairs and Trade

'**DFAT Property**' means any information (including DFAT Confidential Information), property equipment, materials or facilities made available by DFAT to the Contractor for the purpose of the Contract

'Expiry Date' means the date specified in Item 2 of the Details Schedule as the expiration date of this Contract.

'Fraud' means dishonestly obtaining a benefit or causing a loss by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

'GST Law' has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any regulations made pursuant to that Act and also includes any applicable law relating to the imposition of a goods and services tax, value-added tax or similar tax in a jurisdiction other than Australia.

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

'Intellectual Property Rights', 'Intellectual Property' or 'IP' means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

'Modern Slavery' has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).

'Notifiable Incident' has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth) and includes any incident which triggers a reporting obligation under any WHS Laws.

'Personnel' means the employees, officers, subcontractors or agents of a party to this Contract.

'Personal Information' has the meaning given in any applicable Privacy Law.

'Privacy Commissioner' has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth)

'Privacy Laws' means the *Privacy Act 1988* (Cth) and any other applicable legislation imposing an obligation in relation to the collection, use, disclosure, storage or transmission of personal information (including without limitation health information), including any regulations, rules, codes, principles or guidelines contained in or arising out of such legislation.

'Prohibited Dealings' means:

- (a) being directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act;
- (b) being listed on the Criminal Code Act List;
- (c) being listed on the Consolidated List;
- (d) being listed on the World Bank List, or subject of an investigation or temporary suspension which may lead to becoming so listed;
- (e) acting on behalf of, or at the direction of, individuals, persons, entities or organisations:
 - (i) directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act; or
 - (ii) listed on any of the lists mentioned in (b) to (d) inclusive; and/or
- (f) being owned or controlled by individuals, persons, entities or organisations:
 - (i) directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act; or

(ii) listed on any of the lists mentioned in (b) to (d) inclusive.

'Reimbursable Expenses' means any consumables used in the delivery of the Services or travel expenses that are specified in the Details Schedule or Attachment 2 and have been pre-approved in writing by DFAT.

'Services' means the services as detailed in the Details Schedule.

'Subcontractor' means any person, other than DFAT, that for the purposes of the Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and **Subcontract** has a corresponding meaning.

'WHS Laws' means the *Work Health and Safety Act 2011* (Cth) and all other laws, statutes, regulations, statutory instruments, subordinated legislation, codes of practice and standards (including those of the Commonwealth of Australia, of a State or Territory of Australia or of a foreign state) which deal with or are relevant to health and safety in workplaces and of workers and others who may be affected by the carrying out of work and which apply to the Contractor's work, or the delivery of the Services, under this Contract.

'World Bank List' means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at:

<http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

SIGNED AS AN CONTRACT

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by the Department of Foreign
Affairs and Trade (ABN 47 065 634 525)
[acting through the Embassy of Australia, Washington DC]
by its authorised representative:

s 47F(1)

	<i>Sunny Sinter</i>	<i>8/28/2024</i>
(signature of authorised representative)	(print name and position)	(date)

In the presence of:

s 47F(1)

		<i>8/28/24</i>
(signature of witness)	(print name of witness)	(date)

SIGNED for and on behalf of the
CONTRACTOR by its authorised
representative:

s 47F(1)

	<i>Ion Gerard</i>	<i>29 August 2024</i>
(signature of authorised representative)	(print name)	(date)

In the presence of:

s 47F(1)

		<i>29 August 2024</i>
(signature of witness)	(print name of witness)	(date)

ATTACHMENT 1 – SERVICE REQUIREMENTS**1. Introduction**

- 1.1 The Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade (DFAT) [acting through the Embassy of Australia, Washington DC] is partnering with a 501c not for profit to host the opening night of DC JazzFest. The Embassy is making a contribution to DC JazzFest costs (performance payments for artists, travel, accommodation, staffing, AV provision).

2. Background

- 2.1 The Embassy of Australia Washington DC is hosting the opening night of DC JazzFest 2024 in partnership with DC JazzFest. The Embassy is making a contribution to DC JazzFest costs (performance payments for artists, travel, accommodation, staffing, AV provision).

3. Service Requirements

- 3.1 The Contractor must undertake the work in line with proposal issued to the Embassy of Australia, Washington DC in relation to the opening night of DC JazzFest being held on 28 August 2024.

ATTACHMENT 2 – PRICING SCHEDULE**1. BASIS OF PAYMENT**

- 1.1 Subject to clause 8 (Price Basis) of the General Conditions of Contract, the Contract Price is USD10,000.
- 1.2 Subject to clause 9 (Payment) of the General Conditions of Contract, the Contract Price is payable by DFAT upon delivery of the final deliverable and completion of the Services.
- 1.3 The Contractor may submit a claim for payment of the Contract Price upon delivery of the final deliverable and completion of the Services.

2. REIMBURSABLE EXPENSES

- 2.1 No expenses shall be reimbursable under the Contract.

DC Jazz Festival

1101 Sixth Street S.W.
 Washington, DC 20024
 Phone 202.600-4101
 s 47F(1)@dcjazzfest.org

INVOICE

INVOICE: 0829EA

DATE: August 29, 2024

TO:

The Embassy of Australia Washington DC
 1601 Massachusetts Avenue, NW
 Washington DC 20024

Quantity	DESCRIPTION	UNIT PRICE	TOTAL
	Contribution to Performance Costs – DC JazzFest Opening Night		\$10,000.00
	Update Our Address: In 2022, we moved to: DC Jazz Festival 1101 Sixth Street S.W. Washington, DC 20024		
		SUBTOTAL	
		SALES TAX	
		TOTAL DUE	\$10,000.00

Make all checks payable to DC Jazz Festival (EIN: 20-1799842)

For questions concerning this invoice, contact s 47F(1)

[@dcjazzfest.org](mailto:s 47F(1)@dcjazzfest.org)

Thank you for your business!

DC Jazz Festival is a 501(c)3 nonprofit service organization *CFC #17778*



[Home](#) [Keyword Search](#) [Contract Notice View - CN4093124](#)

Contract Notice View - CN4093124

AusTender holds Contract and Standing Offer Notices for the 07/08 financial year forward. For information related to previous years, please refer to <https://data.gov.au/dataset/historical-australian-government-contract-data>.

Subcontractors: For Commonwealth contracts that started on or after 1 December 2008, agencies are required to provide the names of any associated subcontractors on request. Information on subcontractors can be sought directly from the relevant agency through the Agency Contact listed in each Contract Notice.

Event Management

Agency Details

Contact Name:

CONTRACTS OFFICER

Phone:

02 6261 1111

Email Address:

Branch:

Budget and Policy Branch

Division:

FINANCE DIVISION

Office Postcode:

2600

CN ID: CN4093124

Agency: Department of Foreign Affairs and Trade

Publish Date: 5-Sep-2024

Category: Professional artists and performers

Contract Period: 28-Aug-2024 to 15-Sep-2024

Contract Value (AUD): \$14,729.70

Description: Event Management

Procurement Method: Limited tender

Confidentiality - Contract: No

Confidentiality - Outputs: No

Consultancy: No

Agency Reference ID: 4600019592

Supplier Details

Name: DC JAZZ FESTIVAL

Town/City: WASHINGTON

Postcode: 20003

State/Territory: Outside Australia

Country: UNITED STATES

ABN: Exempt

[Return to top](#)



With the exception of the Commonwealth Coat of Arms, this site is licensed under a [Creative Commons Attribution 3.0 licence](#) (CC BY 3.0 AU). The Department of Finance is not responsible for AusTender content sourced elsewhere.