

Background

1. Flights are required to carry Australian citizens, their families and other approved foreign nationals who the Australian Government may assist to depart Cyprus (**safe transit location**) (suitable airport, preferably Larnaca) following assisted departures from Lebanon.
2. As you are aware, the situation and DFAT's operations are fluid, and we do not yet have certainty on the total number of passengers, the exact dates such services may be required or the specifics of the operation. As the operation may be activated at short notice, DFAT is seeking to arrange flights with the ability to be activated quickly, should they be required.

Scope of Requirement

3. Through this procurement, DFAT requires:
 - a. a supplier's capability to deliver either a single charter flight (i.e. one (1) flight) **or** multiple charter flights to depart Cyprus to Australia. The primary requirement will be one (1) flight in the evening per day (see point 3b). This may be directly from Cyprus or via a transit country to Australia. DFAT will also consider flight options that include travel to transit countries, or from transit countries to Australia.
 - b. flight options to be available on 5,6,7,8 and 9 October 2024 (dates inclusive), preferably departing Cyprus in late afternoon or evening.
 - c. when providing responses to the specific options above, suppliers should indicate the capacity of each of the proposed options. There may be a requirement to carry up to 600 passengers per day, noting on some days we may need to move smaller passenger cohorts.
 - d. an agreement with the successful supplier for the option to secure additional regular flights on an ongoing basis as required and as negotiated at the time. The agreement between DFAT and the successful supplier will include an option to extend the services (noting separate approvals for DFAT will need to be sought if an extension period is to be applied).
4. DFAT is seeking to procure the services of a supplier that must demonstrate how it will:
 - a. provide adequate luggage capacity, catering, crew, and allow for security and medical facilities.
 - b. coordinate with relevant authorities and agencies to obtain all necessary approvals, permits, and clearances for the flights and the passengers;
 - o Note: DFAT will continue to work to seek diplomatic clearances as required.
 - c. compliance with all applicable laws, regulations, standards and policies related to aviation safety, security, health and environmental protection;
 - d. arrange ticketing, check-in, boarding, disembarkation and baggage services at the departure and arrival airports and if required, demonstrate how passengers will move through transit locations, including where the supplier has code sharing arrangements in place with other subcontracted airlines;
 - e. provide ground services, such as airport fees, fuel, catering, and security, at the origin, destination, and transit airports;
 - f. provide in-flight services and customer service by assisting passengers before, during and after flights, and providing meals, beverages and medical assistance to passengers;
 - g. manage contingencies flexibly and proactively, such as delays, diversions and unforeseen issues; and
 - h. ensure qualified personnel and prioritise staff that are trained and experienced in handling emergency situations and dealing with vulnerable passengers.

In the supplier's response to this RFQ, the supplier may submit a joint bid with another airline or service provider to deliver the charter services required (including if the airline is proposing to offer the entire route back to Australia). If a joint bid is submitted, there must be a main supplier detailed that will enter into a contract with DFAT.

Supplier response

Given the above parameters, we would like to invite you to provide a **response to the table below, and a proposed agreement between DFAT and you by no later than 10.00am AEST on 3 October 2024.**

Due to the emerging and priority nature of this procurement, please submit documentation to DFAT as it becomes available.

***Note:** This request is urgent, and we would welcome your early response (including sequential information as and when it is available) to inform our efforts to assist Australians in need overseas.*

Quote request details	Response
The supplier's legal name, ABN (if an Australian entity) and any relevant information as it relates to the supplier's legal identity.	
Proposed cost per flight	
Aircraft Type/s	
Passenger capacity	
Confirmation that your airline will handle clearances and permits?	
Coverage of ground handling arrangements? Including passenger check-in and boarding.	
Arrangements for booking and ticketing?	
Confirm what logistical support you would require from DFAT?	
Assurance on the safety of your flight service	
What baggage allowance limit would be set for potential passengers?	
How does your airline propose to contractually manage contingent liabilities?	
How does your airline manage contingencies, including delays, diversions and other unforeseen issues?	
What is the validity period of the quote?	
Are you submitting a joint bid? If yes: <ul style="list-style-type: none"> Identify the primary supplier – all documentation must be submitted by the primary supplier. Describe the services that will be delivered by your airline and the separate service provider. Have you confirmed that the other airline (if relevant) has the ability to 	

meet the requirements as described in this scope of requirements.	
Any other detail you wish to provide?	
How will your airline meet the Scope of Requirements as set out at paragraph 3 above? Provide evidence of being able to meet those requirements.	

Agreement

When providing your response, you must provide a draft copy of your airline's proposed terms and conditions to engage your airline for charter services.

Note: When evaluating your airline's response to this RFQ, DFAT will consider the terms of conditions of engagement against the potential legal risk to the Department.

In your response, please also outline:

- Assumptions used to provide pricing; and
- Inclusions and exclusions for the quoted price.

Evaluation Criteria

The evaluation criteria that DFAT will use to assess your airline's response to this RFQ as follows:

1. Extent to which the potential supplier's response meets DFAT's requirements as listed within the 'Scope of Requirement' within this RFQ, and per the supplier response table.
2. Whole of life costs to be incurred by DFAT.
3. Legal risk to the Commonwealth.

We will consider your submission against the evaluation criteria, how it compares to other potential suppliers, risks to DFAT and whether it provides overall value for money to the Commonwealth.

This RFQ is not a contract between the Department and the supplier, nor an offer to contract.

Nothing in this RFQ or any conduct or statement made before or after the issue of this RFQ is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity. There is no binding agreement, express or implied between the DFAT and the supplier in relation to the RFQ until a written contract is executed by DFAT and the supplier. The final contract will contain the entire agreement between DFAT and the supplier.

You should note that your ability to provide the services required under this RFQ will be subject to the operational environment.

Please treat this enquiry in confidence. We look forward to hearing from you.



AIRCRAFT CHARTER AGREEMENT

AGREEMENT NO. DFAT 19034

AGREEMENT DATE: Sunday 6th October 2024

BETWEEN: ADAGOLD AVIATION PTY LTD A.B.N. 73 102 146 725 of Building 108.3 Da Vinci Business Park, 6 Leonardo Drive, Brisbane Airport, Queensland 4008, Australia

("Adagold")

AND: THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE DEPARTMENT OF FOREIGN AFFAIRS AND TRADE A.B.N. 47 065 634 525 of RG Casey Building, John McEwen Crescent, Barton, Australian Capital Territory 0221 Australia

("the Client")

BACKGROUND

- A. Adagold has the right to charter the Aircraft to the Client.
- B. The Client has requested Adagold to charter the Aircraft to the Client.
- C. Adagold agrees to charter the Aircraft to the Client and the Client agrees to accept the charter of the Aircraft upon the terms and conditions set out or referred to in this Agreement.

OPERATIVE PART

s 47G(1)(a)



SCHEDULE 1 - Specific Terms and Conditions

Item 1	The Charter Period	
	<p>From Sunday 6th October 2024 to Thursday 10th October 2024, or such other period as shall be agreed in writing by the Parties up until 31st December 2024.</p> <p>Individual flight details are to be agreed in writing by the Parties, including the agreed Charter Schedule consistent with the process at Item 4 below. Once individual flight details are accepted by the Client in writing, that Charter flight will operate under the terms of this Agreement.</p>	
Item 2	<p>Charter Price Consistent with Simon Llewellyn's email of 6 October 2024, the Charter Price is as set out below unless another Charter Price is subsequently agreed in writing by the Parties. All prices are shown in US Dollars</p>	
	Total Charter cost per flight	USD 1,560,000
	<p><i>Plus a Standing Charge per day in the event that the aircraft is delayed pending approvals, crew position, flights and min rest requirements or per DFAT request to change the day.</i></p> <p><i>The standing charge is not payable by DFAT if the delay is caused by Adagold.</i></p>	USD 195,000.00
	Inclusions:	<p>The Charter Price includes the following:-</p> <ul style="list-style-type: none"> • Standard Catering • Providing the Aircraft, to be based in Cypress • Providing the Aircrew, to be based in Cypress • Aircraft and Crew Positioning and De-positioning to/from Cypress • Standard Ground handling • Aircraft Parking • Air navigation charges • Fuel • Insurance • Overflight charges



	Exclusions:	<p>The Charter Price excludes the following:</p> <ul style="list-style-type: none"> • Passenger Ground Transport • War insurance • Any variation to the Insurance premium due to changing risk assessment for operations into Lebanon. <p>For the avoidance of doubt, Adagold must inform the Client immediately if War Insurance is required before proceeding.</p>
Item 3	Aircraft Type	
	Aircraft Type:	Aircraft: A340 or such other Aircraft as may be agreed in writing by the Parties.
	Description:	Proposed Route: LCA-CMB-BNE or LCA-CMB-SYD Aircraft to operate via Columba (CMB) (crew swap / tech stop, subject to change.
	Aircrew:	1 x full crew set as required for the safe operation of the Aircraft
	Passengers:	Up to 285 passengers on the Flight subject to actual route and operational requirements, or such other number as may be agreed by the Parties.
	Baggage Allowance:	Up to 23Kg of checked baggage plus up to 7 kilograms of carry-on baggage per Passenger or such other allowance as may be agreed in writing by the Parties.
Item 4	<p>Charter Schedule - <i>All times are subject to change and subject to availability of slots and compliance with the requirements of the relevant regulatory authorities.</i></p> <p>The Charter Schedule to be agreed in writing by the Parties. Adagold will write to the Client's Nominee with the proposed Charter Schedule and the Client's Nominee will confirm by return email that the Charter Schedule is agreed.</p> <p>The proposed aircraft is available to be on stand-by in Cyprus from the 7th to the 8th of October 2024, subject to available parking and necessary permits and approvals.</p> <p>All Flights subject to approvals and final risk assessment prior to departure.</p>	
Item 5	<p>Cancellation Charge</p> <p>100% of the Standing Charge if the Agreement is cancelled by the Client at any time commencing with the date of this Agreement.</p>	
Item 6	Payment Date and Payment Terms	

	100% of the Total Charter Cost plus any Standing Charge payable for applicable flights or Exclusions (excluding War Insurance) must be paid within 14 days of the date of Adagold's Tax Invoice/Invoice.
Item 7	Payment Method
	By electronic funds transfer or telegraphic transfer, as cleared funds, to the Bank Account set out below. Credit Card facilities are available.
	<i>Name of Bank:</i> s 47G(1)(a)
	<i>Account Name:</i>
	<i>AUD Account:</i>
	<i>SWIFT Code:</i>
Item 8	<p>The Client's Nominee is: Alan Copeland Assistant Secretary Crisis Preparedness and Management Branch alan.copeland@dfat.gov.au s 22(1)(a)(ii)</p>

SCHEDULE 2 – The Special Conditions

s 47G(1)(a)



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8.

- (1) Adagold agrees, in performing this Agreement, to comply with its obligations under the *Privacy Act 1988* (Cth)(Privacy Act) and not to do any act or engage in any practice that would be a breach of an Australian Privacy Principle, if done or engaged in by the Client.
- (2) If Adagold becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by Adagold as a result of performing this Agreement, Adagold agrees to:
 - (a) notify the Client in writing as soon as possible, which must be no later than within three (3) days; and
 - (b) unless otherwise directed by the Client, carry out an assessment in accordance with the requirements of the Privacy Act.
- (3) Where Adagold is aware that there are reasonable grounds to believe there has been, or where the Client notifies Adagold that there has been, an Eligible Data Breach in relation to any Personal Information held by Adagold as a result of its performing this Agreement, Adagold must:
 - (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - (b) unless otherwise directed by the Client, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (c) take any other action as reasonably directed by the Client.
- (4) Adagold agrees to notify the Client immediately if it becomes aware of a breach or possible breach of any of its obligations under this **Special Condition 11**.
- (5) For the purpose of this **Special Condition 11**, 'Australian Privacy Principle', 'Eligible Data Breach' and 'Personal Information' have the meaning given to them in section 6 of the Privacy Act.
- (6) Adagold and the Client agree to provide each other such information, consultation, co-operation and coordination as is reasonably required to comply with obligations under the Work Health and Safety Act 2011 (Cth), the Work Health and Safety Act 2011 (Qld) and any other laws or requirements related to health and safety applicable to either Adagold and the Client from time to time.

9. Commonwealth Supplier Code of Conduct

- (1) For the purposes of this clause, 'Commonwealth Supplier Code of Conduct' or 'Code' means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.
- (2) Adagold must comply with, and ensure that it's officers, employees, agents and subcontractors comply with, the Code in connection with the performance of this Agreement.



- (3) Adagold must:
- a. periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b. on request from the Client, promptly provide information regarding:
 - i. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
 - ii. the Contractor's compliance with clause 7.2.2.
- (4) Adagold must immediately issue the Client a Notice on becoming aware of any breach of clause 9(2). The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- (5) Where the Client identifies a possible breach of clause 9.2, it may issue the Contractor a Notice, and Adagold must, within three (3) Business Days of receiving the Notice, either:
- a. where Adagold considers a breach has not occurred: advise the Client that there has not been a breach and provide information supporting that determination; or
 - b. where Adagold considers that a breach has occurred: issue a Notice under clause 9.2 and otherwise comply with its obligations under this clause.
- (6) Notwithstanding clause 9.5, the Client may notify Adagold in writing that it considers that Adagold has breached clause 9.2, in which case Adagold must issue a Notice under clause 9.4 and otherwise comply with its obligations under this clause.
- (7) A failure by Adagold to comply with its obligations under any part of this clause will be a material breach of the Agreement.
- (8) Nothing in this clause or the Code limits, reduces, or derogates from Adagold's other obligations under the Agreement. The Client's rights under this clause are in addition to and do not otherwise limit any other rights the Client may have under the Agreement. In the event of an inconsistency between:
- a. a term in this Agreement; and
 - b. the Code,
- the term in the Agreement, as relevant, prevails to the extent of any inconsistency.
- (9) The performance by Adagold of its obligations under this clause will be at no additional cost to the Client.
- (10) Adagold agrees that the Client or any other Commonwealth agency may take into account Adagold's compliance with the Code in any future approach to market or procurement process.

10. Notification of Significant Events

- (1) For the purposes of this clause, 'Significant Event' means:
- a. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of Adagold or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
 - b. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving Adagold or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Client's reputation.

- (2) Adagold must immediately issue the Client a Notice on becoming aware of a Significant Event.
- (3) The Notice issued under clause 10.2 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- (4) The Client may notify Adagold in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs Adagold must issue a Notice under clause 10.2 in relation to the event within three (3) Business Days of being notified by the Client.
- (5) Where reasonably requested by the Client, Adagold must provide DFAT with any additional information regarding the Significant Event within three (3) Business Days of the request.
- (6) If requested by the Client, Adagold must prepare a draft remediation plan and submit that draft plan to the Client's contract manager for approval within ten (10) Business Days of the request.
- (7) A draft remediation plan prepared by Adagold under clause 10.6 must include the following information:
 - a. how Adagold will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by Adagold with its other obligations under the Agreement; and
 - b. how Adagold will ensure events similar to the Significant Event do not occur again; and
 - c. any other matter reasonably requested by the Client.
- (8) The Client will review the draft remediation plan and either approve the draft remediation plan or provide Adagold with the details of any changes that are required. Adagold must make any changes to the draft remediation plan reasonably requested by the Client and resubmit the draft remediation plan to the Client for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Client. This clause 10.8 will apply to any resubmitted draft remediation plan.
- (9) Without limiting its other obligations under the Agreement, Adagold must comply with the remediation plan as approved by the Client. Adagold agrees to provide reports and other information about Adagold's progress in implementing the remediation plan as reasonably requested by the Client.
- (10) A failure by Adagold to comply with its obligations under this clause will be a material breach of the Agreement. The Client's rights under this clause are in addition to and do not otherwise limit any other rights DFAT may have under the Agreement. The performance by Adagold of its obligations under this clause will be at no additional cost to the Client.

11. Preventing Sexual Exploitation, Abuse and Harassment (PSEAH Policy)

- (1) Adagold must comply, and must ensure that its Personnel comply, with DFAT's PSEAH Policy, including the reporting obligations, accessible on the DFAT website at <http://www.dfat.gov.au/pseah>.
- (2) Without limiting clause 11.1 Adagold must report:
 - a. any alleged case of sexual exploitation, abuse and harassment that relates to Adagold's performance of this to the Client contract manager and to seah.reports@dfat.gov.au within 2 Business Days of becoming aware of the case; and
 - b. any alleged incidents of non-compliance with DFAT's PSEAH Policy to the Client contract manager and to seah.reports@dfat.gov.au within 5 Business Days of becoming aware of the incident.

- (3) The Client may conduct a review of Adagold's compliance with DFAT's PSEAH Policy. The Client will give reasonable notice (at least 14 Business Days) to Adagold and Adagold must participate co-operatively in any such review.
- (4) In reporting to the Client as required by this clause, Adagold must comply with the *Privacy Act* and the privacy provisions in the DFAT Sexual Exploitation, Abuse and Harassment Incident Notification Form, available on DFAT's website.

12. CHILD PROTECTION

- (1) Adagold must comply, and must ensure that its officers, employees, agents and subcontractors comply with DFAT's 'Child Protection Policy', accessible at <http://www.dfat.gov.au/childprotection/> (**Child Protection Policy**).
- (2) Adagold must immediately report in writing any suspected or alleged case of child exploitation, abuse, harm or policy non-compliance arising in connection with Adagold's performance of the Agreement to the Client contractor manager and to childwelfare@dfat.gov.au.
- (3) The Client may conduct a review of Adagold's compliance with the Child Protection Policy. The Client will give reasonable notice to Adagold and Adagold must participate co-operatively in any such review.
- (4) If the Client finds that Adagold has failed to comply with the Child Protection Policy, Adagold must promptly, and at the cost of Adagold, take such actions as are required to ensure compliance with the Child Protection Policy.
- (5) This clause is a material term of a Contract and survives the termination or expiry of the Agreement.

13. COUNTER-TERRORISM AND PROHIBITED DEALINGS

- (1) Adagold must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
 - a. organisations and/or individuals associated with terrorism; and
 - b. organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act, or the World Bank List, DFAT Consolidated List or a Relevant List.
- (2) Adagold must ensure that it and any individuals, persons, entities or organisations involved in delivering goods and/or services under this Agreement, including Adagold personnel, are not:
 - a. directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
 - b. listed terrorist organisations for the purposes of the *Criminal Code Act 1995* (Cth) (details of listed terrorist organisations are available at <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>);
 - c. subject to sanctions or similar measures under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth) (details of individuals and entities are available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>);
 - d. listed on the 'World Bank's Listing of Ineligible Firms and Individuals' (posted at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>) or on the DFAT Consolidated List;
 - e. owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in clauses a to d above; or
 - f. providing direct or indirect support, resources or assets (including any grant monies) to individuals, persons, entities or organisations referred to in clauses (a) to (e) above.
- (3) Where Adagold becomes aware that there are reasonable grounds to suspect it or Contractor Personnel has, or may have, contravened any part of this clause, Adagold must:
 - a. notify the Client and confirm that information in writing as soon as possible, which must be no later than within 24 hours;



- b. immediately take all reasonable action to mitigate the risks; and
 - c. take any other action required by the Client.
- (4) Adagold must ensure that any subcontract entered into by Adagold for the purposes of fulfilling its obligations under the Deed or Contract imposes on the subcontractor the same obligations that Adagold has under this clause, including this requirement to impose obligations on any further subcontractor.

14. ANTI-CORRUPTION

- (1) In this clause, 'Corrupt Conduct' means corrupt conduct as defined in the *National Anti-Corruption Commission Act 2022* (Cth) or conduct that would satisfy that definition if any party involved in the conduct were a 'public official' as defined in that Act.
- (2) Adagold warrants that, to the best of its knowledge, it has disclosed to the Client:
- a. all allegations of, or investigations in relation to, Corrupt Conduct involving it, or its officers, employees, agents and subcontractors, that may substantially impact on compliance with Commonwealth policy and legislation or the Client's reputation; and
 - b. any substantiated instances of Corrupt Conduct in the past 3 years, involving it, or its officers, employees, agents and subcontractors, that may substantially impact on compliance with Commonwealth policy and legislation or the Client's reputation.
- (3) Adagold must not, and must ensure that its officers, employees, agents and subcontractors do not, engage in Corrupt Conduct, or any practice that, if engaged in within Australia, could constitute the offence of bribing a foreign public official under the *Criminal Code Act 1995* (Cth) in relation to the performance of the Agreement. If Adagold becomes aware of any actual or potential Corrupt Conduct or relevant practice, it must report the matter to the Client in writing within five (5) business days, investigate the matter at its own cost, and report on the progress and outcomes of the investigation.
- (4) Where Corrupt Conduct or the foreign bribery offence is found to have occurred in relation to this Contract, Adagold must use reasonable efforts to recover any funds lost as a result of the conduct or practice, refer the matter to the appropriate governmental authorities, and reimburse to the Client any funds misappropriated through the conduct or practice that are recovered by Adagold.
- (5) Adagold must comply with any reasonable request, policy or direction issued by the Client, and cooperate with the Client, at its own cost, in relation to any action taken by the Client required or authorised by the *National Anti-Corruption Commission Act 2022* (Cth).
- (6) Adagold must ensure that any subcontract entered into for the purpose of this Contract contains a substantially equivalent clause granting the rights specified in this clause.
- (7) This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement. Nothing in this clause is intended to limit Adagold's obligations under the Significant Events clause or the

Supplier Code of Conduct clause above or any other clause of the Deed or this Contract which imposes a reporting or notification requirement on Adagold.

15. FRAUD

- (1) For the purposes of this clause, 'Fraud' means, in delivering the goods and/or services under the Agreement, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.
- (2) Adagold must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract.
- (3) Subject to clause 7.8.4, if Adagold becomes aware of any Fraud, it must report the matter to the Client in writing within five (5) Business Days.
- (4) If Adagold is under a legal obligation not to report a Fraud to the Client, but local police or other law enforcement agencies provide an exception to permit reporting, Adagold must report a Fraud to the Client within five (5) Business Days of the exception being granted.
- (5) Adagold must investigate all Fraud at Adagold's expense and in accordance with any reasonable directions or standards required by the Client. After the investigation is finished, Adagold must promptly report full details of any Fraud to:
 - a. the Client (unless Adagold is under a legal obligation not to report a Fraud to the Client); and
 - b. the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Client agrees otherwise in writing.
- (6) If the investigation finds Fraud by Adagold or its officers, employees or agents, or Adagold has failed to take reasonable steps to prevent Fraud by a subcontractor, Adagold must, if directed by the Client, promptly reimburse or compensate the Client in full.
- (7) This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement.

<p>SIGNED for and on behalf of <u>Adagold</u> by its duly authorised signatory: s 47F(1)</p> <hr/> <p>Signature of authorised person</p> <p><u>Simon Llewellyn</u></p> <hr/> <p>Full name of authorised person</p> <p><u>Director</u></p> <hr/> <p>Position of authorised person</p>	<p>SIGNED for and on behalf of <u>the Client</u> by its duly authorised signatory: s 22(1)(a)(ii)</p> <hr/> <p>Signature of authorised person</p> <p><u>PAULA GANLY</u></p> <hr/> <p>Full name of authorised person</p> <p><u>First Assistant Secretary</u></p> <hr/> <p>Position of authorised person</p>
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TAX INVOICE

Department of Foreign Affairs and Trade
 RG Casey Building
 John McEwen Crescent
 BARTON ACT 0221
 AUSTRALIA
 ABN: 47 065 634 525

Invoice Date

9 Oct 2024

Adagold Aviation Pty Ltd

PO Box 454

Invoice Number

 DFAT19034 Dated
 06OCT2024

HAMILTON QLD 4007

Phone: 07 3622 8260

Email:

s 47G(1)(a)

Reference

Cyprus to Australia

ABN

73 102 146 725

Description	Quantity	Unit Price	GST	Amount USD
Tasking Statement: Cyprus to Australia				
Departure Date: 7th of October 2024				
Charter Route: Larnaca - Colombo - Brisbane				
Aircraft: Airbus A340 (9H-SUN)				
Charter Sale Amount (USD):	1.00	1,560,000.00	GST Free	1,560,000.00
Point of Contact: Paula Ganley				
Contract payment terms: 14 days from the date of the invoice				
			Subtotal	1,560,000.00
			TOTAL USD	1,560,000.00

Due Date: 23 Oct 2024

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