



Australian Government

Department of Foreign Affairs and Trade

FOI Reference: 11841  
File Reference: 24/41333

12 February 2025

s 11(2)(g)(i)

**Re: Freedom of Information Request**

I refer to your request received by the Department of Foreign Affairs and Trade (the department) on 2 December 2024 for access to documents under the *Freedom of Information Act 1982* (the FOI Act).

I am writing to provide you with a decision about your request.

I have identified documents relevant to your request. After careful consideration, I have decided to grant you access to an edited copy of the documents with irrelevant and exempt material removed.

**Your request**

On 2 December 2024, you made the following request:

*Please supply all documents, including invoices, relating to the commissioning of the composition 'Unbreakable' by Michael Grebla commissioned by the Australian Embassy in Washington D.C. to celebrate the Embassy's 1st anniversary.*

s 11(2)(g)(i)

s 11(2)(g)(i)

### **Authority**

I am an officer authorised under section 23 of the FOI Act to make decisions in relation to FOI requests.

### **Reasons**

In making my decision I have taken into account:

- the terms of your request;
- the documents within the scope of your request;
- consultation undertaken with a third party;
- the FOI Act; and
- the guidelines issued by the Australian Information Commissioner under section 93A of the FOI Act (FOI Guidelines).

The reasons for my decision and for the application of exemptions under the FOI Act to the document are set out below. Where I refer to sections of the FOI Act, these are available at [www.legislation.gov.au](http://www.legislation.gov.au). Where I refer to parts of the FOI Guidelines, these are available at [www.oaic.gov.au](http://www.oaic.gov.au).

### ***Unreasonable disclosure of personal information (section 47F(1) of the FOI Act)***

Under section 47F(1) of the FOI Act, a document is conditionally exempt if its disclosure would involve the unreasonable disclosure of personal information about any person.

### ***Personal information***

Personal information refers to information or opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not; and
- whether the information or opinion is recorded in a material form or not.

The documents contain the contact details of Michael Grebla.

### ***Unreasonable disclosure***

The test of unreasonableness implies a need to balance the public interest in disclosure of government-held information and the private interest in the privacy of individuals (FOI Guidelines, paragraph 6.133).

I have had regard to the following matters in considering whether disclosure of some information would involve an unreasonable disclosure of personal information:

- the extent to which the information is well known;
- whether the individual to whom the information relates is known to be (or to have been) associated with the matters in the documents;
- the availability of the information from publicly accessible sources; and
- any other matters that the agency considers relevant (section 47F(2) of the FOI Act).

Having regard to the nature of the information, and the implications for the identified individual if disclosed, I am satisfied that the disclosure of the personal information in this case would be unreasonable. I am not satisfied that the information is well known or publicly available, or that the disclosure of the relevant information would achieve a public purpose.

For these reasons, I have decided that the information marked up in the documents is conditionally exempt under section 47F(1) of the FOI Act.

***Documents disclosing business information (section 47G(1) of the FOI Act)***

Under section 47G(1)(a) of the FOI Act, a document is conditionally exempt if its disclosure would disclose information concerning a person in respect of their business or professional affairs where that disclosure could reasonably be expected to unreasonably affect that person adversely in respect to their business or professional affairs.

The documents contain details of Michael Grebla's process for creating original music, together with a breakdown of charge rates for components of his work.

I have considered the material to which you seek access and am of the view that the disclosure of the relevant material could reasonably be expected to unreasonably affect Michael Grebla in respect of his lawful business affairs.

For these reasons, I have decided that the information marked up in the documents is conditionally exempt under section 47G(1)(a) of the FOI Act.

***Conditional exemptions - public interest considerations (section 11A(5) of the FOI Act)***

As sections 47F(1) and 47G(1) of the FOI Act are conditional exemptions, I must grant you access to this material unless providing access would, on balance, be contrary to the public interest (section 11A(5) of the FOI Act).

In assessing the public interest, I have considered the FOI Guidelines referred to above and the public interest factors listed in section 11B of the FOI Act as favouring access, including whether granting access to the documents would promote the objects of the FOI Act by providing access to documents held by the department.

I have also considered public interest factors against disclosure, including that disclosure may reasonably be expected to:

- prejudice an individual's right to privacy; and
- harm the interests of an individual.

On balance, I am of the view that the public interest is weighted against the disclosure of the conditionally exempt material. In forming this view, I have not taken into account any of the irrelevant factors specified in section 11B(4) of the FOI Act.

***Irrelevant and excluded material (section 22(1)(a)(ii) of the FOI Act)***

Some of the material excluded from the documents released to you is outside the scope or could reasonably be regarded as irrelevant to your request (section 22(1)(a)(ii) of the FOI Act).

In determining what is relevant to your request, I have taken into account the terms of your request and the email which you received from the department on 4 December 2024, in which you were invited to respond if you required the personal information of junior staff from ministerial offices and government officials not in the Senior Executive Service (SES) or equivalent, including their email addresses and contact numbers, together with all signatures, mobile phone numbers, departmental inboxes and technical transmission details including reference numbers. As you have not stated that you require this information, I have decided to remove it from the documents being released to you.

***Review rights***

Information about your review rights is set out in the **Attachment** for your reference.

***Additional information***

In responding to FOI LEX11841, it is important to clarify that the total cost of the Michael Grebla commission (US\$46,500) was covered by sponsorship funds. No costs were incurred by the Australian Government for the composition: 'Unbreakable'. Planning for the commission began in 2022 under Ambassador Sinodinos, as part of the overall planning of the 2023 Season of Opening Events (for which the Embassy obtained full sponsorship).

***Contact***

Should you have any queries regarding this matter please contact the Freedom of Information Section by email ([foi@dfat.gov.au](mailto:foi@dfat.gov.au)).

Yours sincerely

Nigel Stanier  
Assistant Secretary  
Department of Foreign Affairs and Trade

## **REVIEW AND COMPLAINT OPTIONS**

If you consider the department made the wrong decision, please request a review.

If you are dissatisfied with the way your request was processed, please make a complaint.

### **REVIEW**

#### ***How to seek a review of this decision***

##### *Internal review by the department*

You may apply for internal review of the decision (section 54 of the FOI Act). The internal review application must be made within 30 calendar days from the day you receive this notice. Where possible, please attach reasons why you believe review of the decision is necessary.

A new decision maker, who was not involved in the initial decision, will review your request, and make a new decision within 30 calendar days.

Any request for internal review should be directed via email to [foi@dfat.gov.au](mailto:foi@dfat.gov.au) or addressed to:

Freedom of Information Section  
Department of Foreign Affairs and  
Trade  
R G Casey Building  
John McEwen Crescent  
Barton ACT 0221

##### *External review by the Information Commissioner (IC)*

You may apply to the Australian Information Commissioner to review this decision (section 54L of the FOI Act). To do this, you must contact the IC within 60 calendar days from the day you receive this notice.

Further information on applying for an IC review is available on Office of the Australian Information Commissioners (OAIC) website.

##### *Third party review rights*

Third parties who were consulted by the department are entitled to seek an internal review of the department's decision to grant access to a document.

Further information about third party review rights is available on OAICs website.

You may also apply for an external review by the IC (section 54L of the FOI Act). To do this, you must make your application within 30 calendar days from the day you receive this notice.

### **COMPLAINT**

#### ***How to make a complaint about process***

##### *Complaint to the department*

If you wish to make a complaint about how your FOI request was processed by the department, we welcome you sending an email with the details of your complaint to the department in the first instance via [foi@dfat.gov.au](mailto:foi@dfat.gov.au).

##### *Complaint to the IC*

You may also make a complaint to the IC about the Departments actions in relation to this decision (section 70 of the FOI Act).

Further information about how to make a complaint is available on OAICs website.

s 22(1)(a)(ii)

**From:** Damien Miller  
**Sent:** Thursday, 16 March 2023 12:22 PM  
**To:** s 22(1)(a)(ii)  
**Cc:**  
**Subject:** RE: Seeking your s23 (departmental [non-aid]) Approval to Enter into an Arrangement with Michael Grebla for Musical Work Commission & Performance [SEC=OFFICIAL]

**OFFICIAL**

s 22(1)(a)(ii)

Thank you. I approve your proposal to enter into an arrangement with Michael Grebla for Musical Work Commission and Performance.

I note the expected expenditure of US\$25,000 across two financial years, and approve this under Section 23 of the Public Governance, Performance and Accountability (PGPA) Act, in pursuit of the Embassy's communications and public diplomacy outcomes.

Grateful if you could retain all receipts and ensure they are filed appropriately, in case we need to review or audit any branch expenditure.

Thanks, Damien

Damien Miller  
 Minister Counsellor (Strategic Communications)  
 Australian Embassy, Washington DC  
 m: s 22(1)(a)(ii)

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**From:** s 22(1)(a)(ii) @dfat.gov.au>  
**Sent:** Thursday, 16 March 2023 11:05 AM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>; Damien Miller <Damien.Miller@dfat.gov.au>  
**Cc:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** Seeking your s23 (departmental [non-aid]) Approval to Enter into an Arrangement with Michael Grebla for Musical Work Commission & Performance [SEC=OFFICIAL]

**OFFICIAL**

<< File: DRAFT-Michael Grebla -Australian Government - Artist Contract.docx >> << Message: FW: Seeking your Approval to Approach the Market - Limited Tender - Musical Work Commission for New Embassy Opening 2023 [SEC=OFFICIAL] >>

Title	Musical Work Commission & Performance for New Embassy Opening		
<b>Initial Period</b> (start date – end date)	<u>15 March 2023 – 1 December 2023</u>	<b>Value (GST inclusive)</b>	US\$20,000.00 (2022-2023 FY) Potential US\$5,000.00 (2023-2024 FY)
<b>Extension Period &amp; Estimated Value</b> (For information – a	<u>31 March 2024 extension for additional deliverables</u>	<b>Funding Source</b>	Departmental & Administered (non-aid)

separate s23 Approval will be sought if extension is required)	- professional recording		
<b>Procurement Method</b>	Limited Tender	<b>Cost Centre/GL Code</b>	s 22(1)(a)(ii)
<b>Agreement commencement date</b>	<u>Upon contract signing</u>	<b>Risk – overall assessment</b>	Low

Requirement

DFAT has a requirement for an Australian classical music composer, who represents the Australia-US relationship, to write an original Musical Work which has been created specifically for the Commonwealth and shall be

1. constructed to address the inspired architectural, cultural, and representational elements of the new Bates Smart-designed Australian Embassy in Washington DC,
2. of a quality and standard format that is consistent with similar musical works;
3. written to accommodate performance by at least two musical instruments;
4. approximately of a five to six minute performance length;
5. accompanied by a second musical work of a five to six minute performance length that is either:
  - a. a second part to the commissioned Musical Work; OR
  - b. a separate existing or new Musical Work written by the Composer;
6. formal performance of musical work at New Embassy Opening Gala Event in Washington DC on 18 November 2023.

Procurement Method

The Approval to Approach the Market is attached to this email.

The approach to market was Limited Tender to one supplier:

- Michael Grebla

Evaluation Process

Quotes were received from Michael Grebla.

The evaluation was conducted by s 22(1)(a)(ii) Cultural Arts Program Manager and Damien Miller, Minister Counsellor for Strategic Communications.

Summary of the evaluation outcome

Grebla's rates were competitive but within industry standards. Grebla is based in the US.

There were no other found Australian classical composers living in the area who have existing relationship with the Embassy and proven record of delivering quality music to budget and timeline for government backed projects and grants. He has existing network of musicians working in the US – including Australian musicians - and can work directly with US based musicians to rehearse and perform the musical work.

Value for Money Consideration

Michael Grebla's fee was in the mid to upper range for musical work composition for piano accompanied by instrument. Grebla has been awarded grants and contracts by Australian government organizations with proven track record of delivery, reliability, and quality. Composer will directly arrange and rehearse with two performing musicians and composer and musicians will be based in the US for economical and functional efficiency. At least one of two performers will be Australian to also support Australian musicians in the US.

Agreement/Contract Templates Used

In accordance with the attached Approval to Approach the Market, a Simple Agreement and Invoice will be used.

A draft of this agreement is attached for your approval.

#### Funding breakdown

There is sufficient uncommitted budget available to meet the commitment. The amounts payable in under this commitment, including GST, are detailed below:

Year	2022-2023	2023-2024
Agreement (ex. GST)	20,000.00	5,000.00
GST	0	0
Total (inc. GST) USD	20,000.00	5,000.00

#### Risk

The procurement remains to be low risk.

Option 2 – The risk/s and mitigation remain the same that were outlined in the Approach to Market.

#### Contingent Liability Compliance

Option 1 - The proposed agreement does not contain contingent liabilities.

#### Recommendation

It is recommended you approve to commit and enter into the arrangement with Michael Grebla for US\$20,000.00 (2022-2023 FY) in accordance with the outcome outlined in this approval.

#### Attachments

- Approved Approach to Market
  - Draft Agreement
- .....

#### Declaration by financial Delegate

In approving this proposal, I confirm that it is consistent with required policies and process, including the *Public Governance Performance and Accountability Act 2013* (Section 23) and DFAT's Procurement Policy as relevant. There are sufficient available funds, and is an efficient, effective, economical and ethical use of public resources.



s 22(1)(a)(ii)

**From:** s 22(1)(a)(ii)  
**Sent:** Friday, 17 March 2023 1:09 AM  
**To:** s 22(1)(a)(ii) Damien Miller  
**Subject:** FW: Seeking your Approval to Approach the Market - Limited Tender - Musical Work Commission for New Embassy Opening 2023 [SEC=OFFICIAL]

**OFFICIAL**

Thanks, s 22(1)(a)(ii)

In approving the above proposal, I confirm that this approach to market is consistent with required policies and process, including the *Public Governance Performance and Accountability Act 2013*, DFAT's Financial Framework, and DFAT's Procurement Policy. I am satisfied that the method of procurement is commensurate with the scope, scale and risk of the procurement and will ensure value for money.

Best,  
 s 22(1)(a)(ii)



s 22(1)(a)(ii)  
 Director | Strategic Communications  
 Embassy of Australia  
 t: s 22(1)(a)(ii) m: s 22(1)(a)(ii)  
 1145 17th St NW, Suite GP410, Washington, DC 20036-4707  
[usa.embassy.gov.au](http://usa.embassy.gov.au)  
[Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#)

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**From:** s 22(1)(a)(ii) @dfat.gov.au  
**Sent:** Monday, 13 March 2023 4:58 PM  
**To:** Damien Miller <Damien.Miller@dfat.gov.au>  
**Cc:** s 22(1)(a)(ii) @dfat.gov.au  
**Subject:** Seeking your Approval to Approach the Market - Limited Tender - Musical Work Commission for New Embassy Opening 2023 [SEC=OFFICIAL]

**OFFICIAL**



Statement of Musical Work  
 Requirement-M... Commission an...

<b>Title</b>	<b>Musical Work Commission for New Embassy Opening</b>		
<b>Procurement Method</b>	Limited Tender	<b>Estimated Value (all taxes inclusive – if any)</b>	US\$20,000.00 (2022-2023 FY) Potential US\$5,000.00 (2023-2024 FY)

Initial Agreement Period (e.g. estimated start date - end date)	15 March 2023 – 19 November 2023	Funding Source	Departmental & Administered (non-aid)
Extension Option	n.a.	Cost Centre/GL Code	s 22(1)(a)(ii)
Risk – overall assessment	Low		

Requirement

DFAT has a requirement for an Australian classical music composer, who represents the Australia-US relationship, to write an Musical Work which has been created specifically for the Commonwealth and shall be

1. constructed to address the inspired architectural, cultural, and representational elements of the new Bates Smart-designed Australian Embassy in Washington DC,
2. of a quality and standard format that is consistent with similar musical works;
3. written to accommodate performance by at least two musical instruments;
4. approximately of a five to six minute performance length;
5. accompanied by a second musical work of a five to six minute performance length that is either:
  - a. a second part to the commissioned Musical Work; OR
  - b. a separate existing or new Musical Work written by the Composer;
6. formal performance of musical work at New Embassy Opening Gala Event in Washington DC on 18 November 2023.

Procurement Method

The proposed approach to market will be Limited Tender to one supplier.

- Michael Grebla

Value for Money Consideration

By conducting a Limited Tender to one supplier value for money will be achieved by:

- Calculating appropriate fee range based on industry standard rates for type of commission, length and number of musical works to be created, composer experience and level.
- Composer will also be an Australian government awarded with proven track record of delivery, reliability, and quality.
- Composer will directly arrange and rehearse with two performing musicians.
- Composer and musicians will be based in the US.
- At least one of two performers will be Australian to also support Australian musicians in the US.

ATM/RFQ and Agreement/Contract Templates Proposed

The process will be conducted using the:

Option 2 – Email request/phone request, Simple Agreement and invoice.

Risks

This procurement has been assessed as being low risk.

The following risks have been identified and the proposed mitigation method is:

Risk	Mitigation
Failed delivery within timeline	Choose composer with proven history of delivery to timelines and working with government
Musicians can't perform due to illness or unforeseen circumstances	Request composer arrange for potential back-up musicians

Attachments

- proposed RFQ is attached for your approval

Declaration by financial Delegate

In approving the above proposal, I confirm that this approach to market is consistent with required policies and process, including the *Public Governance Performance and Accountability Act 2013*, DFAT's Financial Framework, and DFAT's Procurement Policy. I am satisfied that the method of procurement is commensurate with the scope, scale and risk of the procurement and will ensure value for money.

s 22(1)(a)(ii)

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**From:** Michael Grebla s 47F(1)  
**Sent:** Wednesday, April 12, 2023 3:30 PM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

**CAUTION:** This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Hi s 22(1)(a)(ii)

s 22(1)(a)(ii)

I reviewed the contract and attached my revised edits with track changes and comments.

There were a couple possible milestone issues s 22(1)(a)(ii)

I have also attached my proposal & budget.

Please let me know if you have any questions,

Cheers,

Michael

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**From:** s 22(1)(a)(ii) @dfat.gov.au>  
**Sent:** Tuesday, April 11, 2023 5:33 PM  
**To:** 'Michael Grebla' s 47F(1)  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Hi Michael,

Thank you! Tracked changes is easiest for me and I'll let you know if there's anything we need to sort. DFAT travel guidelines say contractors follow the same rules as 'non-SES employees' for reimbursement.

They are pretty basic but I'll need to review to see if there are any specifics to highlight. I'll check to see if you have to do the preliminary paperwork like we do but you don't have to list all travel costs yet but general estimates for you (and musicians) would be helpful for me. You might have to fill out the travel acquittal form - I'll also check on that, they've changed a bunch of rules recently.

For future use - I've attached the hotel list (noting that the 'distance' is from the current temporary building). There are some corporate rates available there with the provided codes.

Thanks!  
s 22(1)(a)(ii)

Cultural Arts Program Manager | Strategic Communications  
Embassy of Australia, Washington DC  
m: s 22(1)(a)(ii)

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**From:** Michael Grebla s 47F(1)  
**Sent:** Tuesday, 11 April 2023 3:10 PM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

**CAUTION:** This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Hi s 22(1)(a)(ii)

I've gone through and flagged things s 47G(1)(a)  
s 47G(1)(a)

Best wishes,

Michael

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**From:** Michael Grebla  
**Sent:** Monday, April 10, 2023 11:02 AM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

Oh great! That's helpful information with which to read it. I'll go through it a page at a time and make suggestions.

Will be able to get back to you either tomorrow or Wednesday with proposed edits.

Cheers,

Michael

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**From:** s 22(1)(a)(ii) @dfat.gov.au>  
**Sent:** Monday, April 10, 2023 10:57 AM  
**To:** Michael Grebla s 47F(1)  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Yes, sorry - it's a dfat template that's been somewhat adjusted for arts however I don't know if I caught everything that doesn't work for us, which is definitely why I wanted you to review.

I try to reuse the arts ones but they have slight adjustments based on what we are doing.

Thanks,  
s 22(1)(a)(ii)

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Cultural Arts Program Manager | Strategic Communications  
Embassy of Australia, Washington DC  
m s 22(1)(a)(ii)



© Kim Hill, *Among Women* (2011)

*We acknowledge the Traditional Custodians of Country throughout Australia, and their continuing connection to land, waters and community. We pay our respects to all First Nations peoples, their cultures and to their Elders, past, present and emerging.*

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**From:** Michael Grebla s 47F(1)  
**Sent:** Monday, 10 April 2023 10:39 AM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

**CAUTION:** This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Morning s 22(1)(a)(ii)

Wanted to follow on the contract – it is very substantial! s 22(1)(a)(ii)

I'm going to need a day or two to pick it a part and make my recommendations.

s 47G(1)(a)

Cheers,

Michael

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**From:** Michael Grebla  
**Sent:** Friday, April 7, 2023 4:56 PM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

Yay! Thanks! How exciting! 😊

s 22(1)(a)(ii)

Best wishes,

Michael

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**From:** s 22(1)(a)(ii) @dfat.gov.au>  
**Sent:** Thursday, April 6, 2023 4:48 PM  
**To:** 'Michael Grebla' s 47F(1)  
**Subject:** RE: [EXTERNAL] New Work for Gala [SEC=OFFICIAL:Sensitive]

**OFFICIAL: Sensitive**

Contract draft for review! 😊

s 22(1)(a)(ii)

Cultural Arts Program Manager | Strategic Communications  
Embassy of Australia, Washington DC  
m s 22(1)(a)(ii)

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**From:** Michael Grebla s 47F(1)  
**Sent:** Sunday, 26 February 2023 12:45 PM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** [EXTERNAL] New Work for Gala

**CAUTION:** This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Hi s 22(1)(a)(ii)

It was so wonderful to finally meet you this week in DC! Also, wow, there is lots to do! I'll just bash out all the points I have on my end to follow up on from our meeting, please feel free to add anything that I've missed:

s 47G(1)(a)

s 22(1)(a)(ii)

Is there anything else that should be added or that I have missed?

Very best wishes,



Michael Grebla  
COMPOSER

s 47F(1)

New England Conservatory, Boston MM (Hons)  
University of Western Australia BE(Hons)/BMus(Hons 1)

C: s 47F(1)

E: s 47F(1)

L: <https://linktr.ee/grebla>

FB: [facebook.com/MichaelGrebla/](https://www.facebook.com/MichaelGrebla/)

Inst: [lifeofacomposer](https://www.instagram.com/lifeofacomposer)

W: [michaelgrebla.com](http://michaelgrebla.com)

Y-Tube: [Michael Grebla - Composer](https://www.youtube.com/channel/UC...)

SC: [soundcloud.com/michael-grebla](https://www.soundcloud.com/michael-grebla)



## PROPOSAL | "UNBREAKABLE" | MICHAEL GREBLA

## MUSICAL WORK PROPOSAL

## "UNBREAKABLE"

MICHAEL GREBLA

In November 2023, the Embassy of Australia, Washington, DC will host the grand opening gala of its new embassy, a once in a generation event bringing together representatives at the highest levels of Australian and United States governments in celebration of an 'unbreakable alliance'.

At this event will be the premiere performance of a newly commissioned musical work. *Unbreakable* is my proposed working title for this new work, a tribute to the new Embassy and the Australian/United States alliance upon it which it is built and serves. Why is it unbreakable? I think the alliance is 'unbreakable' because the common ideals it is founded on (freedom, a fair go, democracy to name a few) are in themselves infallible (even if we are) and are at the core of what it is to be an Australian and also an American. When tested, we have both stood by those ideals, and each other, every single time, and have prevailed for over a hundred years doing so.

This is the pretext on which the Embassy exists, and spirit in which the new Embassy is being built. Central to the Embassy's purpose, and its architectural function is serving Australia/US relations by providing a welcoming and enduring symbol of Australia in the United States.

After visiting the new building, I believe the medium of cello and piano would be perfectly suited to the occasion, space and purpose for this Musical Work. The combination allows for enormous expressive possibilities, and colour combinations, while maintaining vast and expansive range of registers and dynamics, allowing me a lot of room to musically respond and compliment various architectural components and themes of the new building, including the expansive warm wood panelling of the main foyer, the idea of bright clear natural light/open skies/vastness and red earthiness of the copper panelling. [Logistically it also works well given logistical constraints of the space and event (footprint, need for amplification/balancing, prompt stage changes etc.)]

I have also elected for a duo for the opportunity it provides to explore the binary dynamic of the partnership in the abstract sense, but also between United States and Australia. While I avoid direct and explicit narratives in my work, the creative rationale I am looking to employ is that you have two instruments working together in counterpoint and harmony to create something greater than the sum of its parts. In this sense, I have been deliberate to try and select duo that has both an Australian and an American to perform the work.

s 47G(1)(a)

In addition to the commissioning and performance of this work at the November 18<sup>th</sup> event, four bound copies of the score will be provided as for presentation as diplomatic gifts.

## PROPOSAL | "UNBREAKABLE" | MICHAEL GREBLA

**PROJECT BUDGET**

Item	Cost (USD)
Commissioning Fee for New Work	s 47G(1)(a)
Rehearsals & performance with Performers & Composer	
Travel & Logistics for 3 from November 17-19 <sup>th</sup> & rehearsals (Accommodation, Amtrak, Ubers, Per Diem + s 47G(1)(a) )	
4x Premium finished scores s 47G(1)(a)	
Project administration, management and compliance	
<b>PROJECT TOTAL</b>	<b>\$25,000</b>

## Statement of Requirement / RFQ

- Purpose: The Embassy of Australia seeks to commission a new Musical Work to formally celebrate the opening of the new Embassy building in Washington, DC.
- Scope of Requirement: Australian Classical music composer, living in the US that can speak to Australia-US relationship with proven history of high quality on time delivery of projects working with Australian Government to create an original Musical Work specifically for the Commonwealth and shall be:
  1. constructed to address the inspired architectural, cultural, and representational elements of the new Bates Smart-designed Australian Embassy in Washington DC,
  2. of a quality and standard format that is consistent with similar musical works;
  3. written to accommodate performance by at least two musical instruments;
  4. approximately of a five to six minute performance length;
  5. accompanied by a second musical work of a five to six minute performance length that is either:
    - a) a second part to the commissioned Musical Work; OR
    - b) a separate existing or new Musical Work written by the Composer.
- Location: The completed commissioned Musical Work will performed at the Embassy's Opening Gala celebration to be held in November 2023. Creation, rehearsal of the Musical Work will happen at sites designated by the Composer and Musicians.
- Contract Period: The contract will commence when both parties have signed the contract and will end upon final milestone payment – after the formal performance of the commissioned Musical Work on 18 November 2023.
- Milestones:

No.	Milestone	Delivery Due Date
1	Contract fully executed and Project Summary received.	Upon Signing
2	Commencement of Musical Work development	By 30 April 2023
3	Performance musicians engaged	By 30 April 2023
4	Evidence of Progress	By 2 June 2023
5	Confirmed Rehearsal Schedule	By 2 June 2023
6	Completion of Musical Work Fabrication	By 6 October 2023
7	Confirmation of Licensing	By 27 October 2023
8	Musical Work Copy	By 17 November 2023
9	Formal Performance of Musical Work	18 November 2023

- Specified/Key Personnel:
  1. Composer to write Musical Work. Travel NYC to DC and Accommodation DC Allowance (17-19 Nov)
  2. Two (2) Musicians to perform Musical Work (17 Nov 2023 Rehearsal, 18 Nov 2023 Event – Travel CT to DC and Accommodation DC Allowance 17-19 Nov)
  3. Production/printing company to produce Hard Copies of Musical Work
- Special Requirements: Technical requirements and needs for performance will be address during Milestone 3.
- Reporting: Detailed progress reporting at Milestone 2, 4, & 6. Reporting of information as specified in Milestones 3, 5, 7.



**CONTRACT FOR THE  
PROVISION OF COMPOSER  
SERVICES**

**CONTRACT NO:** \_\_\_\_\_

**DETAILS SCHEDULE**

**PARTIES**

**COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs ABN 47 065 634 525 (Washington Post) (“DFAT”)

<b>DFAT Representative:</b>	s 22(1)(a)(ii) Cultural Arts Program Manager	
<b>Notice Details:</b>	Address:	Embassy of Australia Washington D.C.
	Phone:	s 22(1)(a)(ii)
	Email:	s 22(1)(a)(ii) <a href="mailto:s 22(1)(a)(ii)@dfat.gov.au">@dfat.gov.au</a>

**The service provider (“Composer”)**

<b>Composer:</b>	Michael Grebla	
<b>Notice Details:</b>	Address:	s 47F(1)
	Phone:	
	Email:	

**DETAILS SCHEDULE**

Item	Information		
<b>Item 1</b>	<b>Services:</b>	Are described in Attachment 1 – Service Requirements to this Contract	
<b>Item 2 (clause 1.1)</b>	<b>Term:</b>	Effective Date:	Date of last Contract signature
		Commencement Date:	Date of last Contract signature
		Expiry Date:	01 December 2023

Item 3 (clause 4.1(a))	<b>Service Requirements:</b>	As per Attachment 1 – Service Requirements	
Item 4 (clause 4.1(a))	<b>Location of Services:</b>	<p>Composer's Premises: s 47F(1)</p> <p>Deliverables to be delivered to: Embassy of Australia, 1601 Massachusetts Ave, NW Washington DC USA.</p>	
Item 5	<b>Timing for Delivery of Services:</b>	The Composer will deliver the Services and associated Deliverables in accordance with Attachment 1 – Service Requirements	
Item 6	<b>Personnel to be used in the Provision of the Services:</b>	Mr Michael Grebla	
Item 7	<b>Contract Price</b>	The total Contract Price will be: USD\$20,000.00 Refer to Attachment 2 - Pricing Schedule for details of payment.	
Item 8	<b>Reimbursable Expenses:</b>	<p>The total Reimbursable Expenses will be up to: USD\$5,000.00 (inclusive of Musicians Reimbursable Expenses).</p> <p>The process for seeking Reimbursable Expenses is set out at clause 11 to this Contract.</p>	
Item 9	<b>Composer Insurance Requirements:</b>	Public liability insurance	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
		Professional indemnity insurance	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
Item 10	<b>Governing Law:</b>	The laws of the Australian Capital Territory (ACT) Australia apply to this Contract.	
Item 11	<b>Composer's personnel</b>	<p>The Composer must engage the following subcontractors (<b>Personnel</b>):</p> <p>a. Two musical performers (<b>Musicians</b>); and</p> <p>b. book printing and binding company</p>	

## General Conditions of Contract

### 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.

### 2. SERVICES

- 2.1. The Composer 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 Composer comprises the General Conditions of Contract (including the Details Schedule) and any Attachments ('**Contract**').
- 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 (including the Details Schedule); and
  - (b) the Attachments.

### 4. PROVISION OF SERVICES

- 4.1. The Composer 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 (if any) or otherwise using appropriately qualified, skilled and experienced Personnel;
  - (c) ensuring that the Services are provided 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;
  - (d) to the satisfaction of DFAT acting reasonably; and
  - (e) in accordance with any other requirements specified in the Contract.
- 4.2. The Composer shall promptly notify DFAT if the Composer or any of its Personnel becomes aware that the Composer will be unable to provide all or part of the Services in accordance with the requirements of this clause 4 and the agreed timeline contained in Attachment 1 - Service Requirements.

### 5. REPLACEMENT SERVICES

- 5.1. In the event that the Composer fails to provide all or part of the Services in accordance with this Contract, DFAT may terminate the Contract in accordance with clause 16 and engage a substitute composer to deliver the Services. Composer will provide reasonable efforts to cooperate with any such transition upon DFAT's reasonable request.

### 6. NATURE OF ENGAGEMENT

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

## 7. REMOVAL OF COMPOSER'S PERSONNEL

7.1. DFAT shall pre-approve any Personnel and may reject Personnel prior to the Composer entering into any agreement with its Personnel.

## 8. PRICE BASIS

8.1. Unless otherwise stated in the Details Schedule, the Contract Price is fixed for the duration of the Contract. The Contract Price is inclusive of:

- (a) all materials required to deliver the Attachment 1 - Service Requirements;
- (b) all taxes, duties and government charges imposed or levied the jurisdiction(s) in which the Services will be, or are, provided;
- (c) remuneration to the Composer'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; and
- (d) costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Composer's Personnel.

## 9. PAYMENT

9.1. Subject to clause 11 and the Details Schedule, DFAT must pay:

- (a) the Contract Price to the Composer within 30 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 Composer within 30 days after receipt of a correctly rendered invoice; or
  - (ii) milestone payments, the amount of the relevant milestone payment to the Composer within 30 days after receipt of a correctly rendered invoice, and
- (c) if the Details Schedule provides for the reimbursement of Reimbursable Expenses as set out in item 8 of the Details Schedule, the amount of those Reimbursable Expenses which have been incurred by the Composer in accordance with the Contract, within 30 days after receipt of a correctly rendered invoice.

## 10. INVOICE

10.1. An invoice is correctly rendered under clause 9 if:

- (a) the amount claimed for payment is calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment;
- (b) the Services meet the requirements of the Contract; and
- (c) the invoice:
  - (i) is set out in a manner that enables the DFAT to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
  - (ii) if the Details Schedule provides for the reimbursement of Reimbursable Expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the Reimbursable Expenses must be attached to the invoice; and
  - (iii) contains the Contract number, the name and phone number of the Composer and is addressed as specified in the Details Schedule.

10.2. The Composer shall promptly provide to DFAT such supporting documentation and other evidence reasonably required by DFAT to substantiate performance of the Contract by the Composer or payment of the Contract Price by DFAT.

## 11. REIMBURSABLE EXPENSES

- 11.1. Except as set out in the Details Schedule, the Composer must perform its obligations under this Contract at its own cost and neither the Composer nor any of its Personnel will be entitled to be reimbursed for any Reimbursable Expenses incurred in providing the Services except in accordance with clause 9.1(c) or this clause 11.
- 11.2. Where DFAT has provided its prior written consent, the Composer 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. All claims for such reimbursement must be submitted on a valid tax invoice showing the tax exclusive price, with tax then being charged on the total amount. The maximum amounts to which the Composer 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.
- 11.3. If the Composer is required to travel under this 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.
- 11.4. If requested by the DFAT Representative, the Composer must provide additional satisfactory evidence to substantiate any specified claim for reimbursement of Reimbursable Expenses 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 Composer as a result of the Composer providing the Services. In doing so, the Composer will be the entity that is taken to be complying with legislative requirements and DFAT will not be seen to be treating the Composer or any of its officers, employees, agents and subcontractors as anything other than an independent contractor.
- 12.2. If the Composer 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 Composer warrants that:
- (a) 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, including application of a reasonably expected level of musical aesthetic skill and judgement;
  - (b) the Services will be provided by appropriately qualified, skilled and experienced Personnel; and
  - (c) the Services will be provided by the Personnel specified in Item 6 of the Details Schedule where direct involvement would be reasonably expected, including but not limited to, the provision of musical elements.

## 14. USE OF DFAT ITEMS

- 14.1. The Composer must not, and must ensure that its Personnel do not, use any DFAT Items for any purpose other than:
- (a) a purpose for which that DFAT Item was designed, manufactured or constructed; and
  - (b) for the provision of the Services.
- 14.2. The Composer 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 Composer's other obligations under this Contract or otherwise at law, the Composer 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

- 15.1. Title in, and ownership of all Intellectual Property Rights associated with any Deliverable or material developed by the Composer in connection with this Contract, including the Musical Work ('**Foreground IP**') vests on its creation in the Composer.
- 15.2. The Composer grants to DFAT (or must ensure the grant of) a royalty free, irrevocable, non-exclusive, non-commercial, perpetual, worldwide public performance licence for use of the Musical Work in connection with the Embassy of Australia in the United States. DFAT must obtain written consent from Composer for any potential use of the Musical Work by any third party or if it wishes to alter the Musical Work. Any share of royalties or residuals earned or collected from use of the Musical Work will belong to the Composer.
- 15.3. The Composer warrants that the Musical Work is an original design which has been created specifically for DFAT and will conform with the requirements of the Attachment 1 - Service Requirements.
- 15.4. As permitted by law, the Composer 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.
- 15.5. The Composer 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

- 16.1. DFAT may terminate the Contract if the Composer:
- (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 (Removal of Composer Personnel);
  - (c) breaches the Contract and the breach is not capable of remedy;
  - (d) does not remedy a breach of the Contract which is capable of remedy within the period reasonably specified by DFAT in a Notice of default issued by DFAT to the Composer requiring the Composer to remedy the breach;
  - (e) becomes bankrupt or insolvent; or
  - (f) breaches any of its obligations under clauses 18 (Security) or 19 (Work Health and Safety).

## 17. TERMINATION FOR CONVENIENCE

Not used.

## 18. SECURITY

- 18.1. If DFAT provides the Composer with access to any DFAT premises, area or facility, the Composer must comply with any security and safety requirements as Notified to the Composer by DFAT of which the Composer is aware and ensure that its Personnel are aware of and comply with such security requirements.

18.2. DFAT must promptly make the Composer aware of any changes in security and safety requirements referred in clause 18.1.

## 19. WORK HEALTH AND SAFETY

19.1. The Composer 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 the *Work Health and Safety Act 2011* (Cth) (**WHS Act**);
- (b) in compliance with the WHS legislation, to the full extent that the WHS legislation applies to the Composer; and
- (c) in accordance with equivalent local work health and safety legislation.

19.2. The Composer agrees, when using the Composer's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety in effect at those premises or in regard to those facilities, as Notified by DFAT or as might be reasonably inferred from the use to which the premises or facilities are being put.

19.3. Without limiting any other provision of this Contract, the Composer agrees, on request, to 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.

19.4. The Composer acknowledges that DFAT may direct it to take specified measures in connection with the Composer'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 Composer must comply with the direction at its own cost.

## 20. INSURANCE

20.1. The Composer shall 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 Composer, providing services similar to the Services, would procure and maintain. Such other insurances shall cover, as a minimum, personal accident, travel, and motor vehicle (where appropriate).

20.2. During the period of the Contract, if requested by DFAT, the Composer shall upon request provide certificates of currency for the relevant insurance policies.

## 21. INDEMNITY

21.1. The Composer 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 solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- (a) a default or any unlawful, wilful or negligent act or omission on the part of the Composer or its Personnel; or
- (b) 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 (or DFAT's use of any Deliverable or material developed or supplied under the Contract).

21.2. To the extent permitted by law, neither party shall be liable to the other party under this Contract for:

- (a) loss of good will;
- (b) loss of business revenue, business opportunity or business profits.

## 22. PRIVACY

22.1. The Composer must during the Term:

- (a) if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the Privacy Act;
- (b) to the extent that different privacy laws apply to DFAT and the Contract, and without limiting clause 22.1(a), conform with the Privacy Act obligations applicable to DFAT, as if they were binding upon the Composer; and
- (c) as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by DFAT, would be a breach of the Australian Privacy Principles.

22.2. The Composer shall 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, in this clause 22, whether by the Composer, its subcontractors or any other of its Personnel to whom the Personal Information has been disclosed for the purposes of the Contract; or
- (b) in relation to Personal Information it or its Personnel 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 Composer 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 Composer's obligations in relation to Personal Information under this Contract, acknowledging DFAT's obligations under the Privacy Act.

22.4. The Composer shall 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 Composer shall 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 Composer shall not disclose any DFAT Confidential Information to any third party without the prior written consent of DFAT. The Composer will not be in breach of this clause 23 in circumstances where it is required by law to disclose any DFAT Confidential Information.

23.2. The Composer shall not participate in any media coverage or make any social media posts relating to this Contract without prior written approval from DFAT.

## 24. CONFLICT OF INTEREST

24.1. The Composer warrants, to the best of its knowledge without making diligent enquiries at the Effective Date, that 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.

24.2. The Composer must Notify DFAT in writing promptly if such a conflict of interest arises, or appears likely to arise.

24.3. Within seven (7) days after giving Notice under clause 24.2, the Composer shall 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 Composer to resolve the issue in a manner proposed by DFAT. If the Composer fails to Notify DFAT in accordance with clauses 24.2 or 24.3 or is unable or unwilling to resolve the issue in the required manner, DFAT may terminate the Contract in accordance with clause 16 (Termination).

## 25. NOTICES

25.1. Any notice, consent, authorisation, approval, or communication under this Contract ('**Notice**') must be given 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 or to the representative's email address.

25.2. A Notice given in accordance with clause 25 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post on the fifth Business 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 (recipient's 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.

25.3. The Parties shall ensure that accurate contact information is maintained at all times.

## 26. SUBCONTRACTING

26.1. Upon request the Composer shall make available to DFAT the details of all subcontractors engaged to provide the Services under this Contract. The Composer acknowledges that DFAT may be required to disclose such information.

## 27. APPROVALS AND COMPLIANCE

27.1. The Composer 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 Composer 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 Commonwealth policies relevant or applicable to the Contract.

27.2. Where relevant, the Composer shall be responsible for seeking any and all authorisation to use any Commonwealth or DFAT branding or logo images to be utilized in the delivery of the Services.

27.3. DFAT shall provide reasonable assistance for the Composer to meet its obligations in this clause 27, where DFAT deems that it is appropriate to do so.

## 28. DFAT ACCESS

Not Used.

## 29. SIGNIFICANT VARIATIONS

29.1. In the event that DFAT requires alteration under section 6 to the Attachment 1 – Service Requirements which requires the use of a significantly different style or method of performance or significantly affects any Milestone date, or acting on an obligation under this Contract ('**Significant Variation**'), such alteration shall be the subject to amendment to this Contract including financial adjustment in accordance with clause 42.

**30. OWNERSHIP**

Not used.

**31. ASSIGNMENT**

31.1. Neither party shall assign any of its rights under the Contract without the prior written consent of the other party.

**32. RISK OF LOSS AND/OR DAMAGE TO THE DELIVERABLES**

32.1. Where the Composer facilitates delivery of the Deliverables, the Composer shall bear the risk of loss of and/or damage to all Deliverables, until that Deliverable is received by DFAT.

**33. DISPUTE RESOLUTION**

33.1. The parties will try to settle any dispute that arises under this Contract by direct negotiation in good faith between their representatives using their best endeavours to resolve the dispute.

33.2. For any dispute that cannot be resolved under clause 33.1, 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 after receipt of that Notice, 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.

33.3. If the senior representatives cannot resolve the dispute within a further 10 Business Days, either party may commence legal proceedings to attempt to resolve the dispute.

33.4. The Composer shall at all times during the dispute continue to fulfil its obligations under the Contract, unless either directed otherwise by DFAT in writing or if such obligations are the subject of the dispute.

33.5. Each party will bear its own costs for dispute resolution.

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

**34. PUBLICITY**

34.1. The Composer 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.

**35. CHILD PROTECTION POLICY**

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

35.2. If the Child Protection Officer finds that the Composer has failed to comply with the Child Protection Policy, the Composer must promptly, and at the cost of the Composer, take such actions as are required to ensure compliance with the compliance standards specified in the Child Protection Policy.

**36. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH)**

36.1. The Composer must comply, and must ensure that its Personnel comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>.

36.2. DFAT may conduct a review of the Composer's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy referred to in clause 36.1. DFAT will give reasonable Notice (at least 14 calendar days) to the Composer and the Composer must participate cooperatively in any such review.

- 36.3. The Composer must report to [seahreports@dfat.gov.au](mailto:seahreports@dfat.gov.au) 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. The Composer must report to DFAT any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) Business Days.
- 36.4. In reporting to DFAT as required pursuant to clause 36.3, the Composer must comply with the Privacy Act and the privacy provisions in the DFAT PSEAH Incident Notification Form, available on DFAT's website stated in clause 36.3.

### 37. COUNTER-TERRORISM AND SANCTIONS

37.1. The Composer must ensure that:

- (a) individuals, persons, entities or organisations involved in activities under the Contract, including it and its Personnel, 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.

37.2. The Composer must immediately inform DFAT if it:

- (a) becomes aware of any link whatsoever between it or its Personnel and any individual, person, entity or organisation involved in Prohibited Dealings;
- (b) becomes aware that it, any of its Personnel or any individual, person, entity or organisation involved in implementing the Contract is involved in Prohibited Dealings;
- (c) discovers that 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) becomes aware that 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) becomes aware that 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.

37.3. Any breach of this clause 37 will entitle DFAT to issue a Notice under clause 16.1 (Termination for Breach) to terminate the Contract immediately.

### 38. ANTI-CORRUPTION

38.1. The Composer 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. Any breach of this clause 38 will entitle DFAT to issue a Notice under clause 16.1 (Termination for Breach) to terminate this Contract immediately.

### 39. FRAUD

39.1. This clause 39 applies to any Fraud which relates to the Services or this Contract.

39.2. The Composer must not, and must ensure that its Personnel do not, engage in any fraudulent activity. The Composer is responsible for preventing and detecting Fraud.

39.3. If the Composer becomes aware of a Fraud, it must report the matter to DFAT in writing within five (5) Business Days. The Composer must investigate the Fraud at the Composer's cost and in accordance with any directions or standards required by DFAT.

39.4. After the investigation is finished, if a suspected offender has been identified, the Composer 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.

39.5. If the investigation finds the Composer or any of its Personnel has engaged in fraudulent activity, the Composer 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, and if the investigation finds that a person other than the Composer or its Personnel has engaged in fraudulent activity, the Composer must, at the Composer's cost:
  - (i) take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through fraudulent activity; and
  - (ii) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.

#### **40. GOVERNING LAW AND JURISDICTION**

40.1. The laws of the jurisdiction specified in the Details Schedule apply to the Contract.

40.2. Both parties submit to the non-exclusive jurisdiction of the jurisdiction specified in the Details Schedule.

#### **41. ENTIRE AGREEMENT AND EXECUTION**

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

41.2. This Contract may be signed electronically or in any number of counterparts which together will constitute one agreement. Each party may communicate its execution of this Contract by successfully transmitting an executed copy of this Contract by electronic means to the other party.

#### **42. AMENDMENT**

42.1. Any amendment to this Contract (including the Services described in Attachment 1) must be in writing and signed by the parties.

#### **43. SEVERABILITY AND WAIVER**

43.1. 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.

43.2. Any failure by a party to compel performance by the other party of any of the terms and conditions of this Contract will not constitute a waiver of those terms or conditions or diminish the rights arising from their breach.

#### **44. SURVIVAL**

44.1. 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 shall survive.

#### **45. DEFINITIONS**

45.1. In this Contract, capitalised terms, abbreviations and acronyms have the meaning given to them in

General Conditions of Contract(V1)

the Details Schedule unless otherwise defined in this clause 45:

**‘Acceptance’** means DFAT has by Notice communicated to the Composer that the Deliverable or Milestone requirement is accepted or met at an appropriate quality and standard.

**‘Musicians’** means the Composer’s Personnel as identified in the Details Schedule.

**‘Musical Work’** means the final written musical score and its performance as detailed in the Attachment 1 – Service Requirements.

**‘Australian Privacy Principles’** has the same meaning as in the *Privacy Act 1988* (Cth).

**‘Business Day’** means a day not being a Saturday, Sunday or declared public holiday in Canberra, New York City, NY or Washington, DC.

**‘DFAT Confidential Information’** means any information provided by DFAT to the Composer or which comes into the possession of the Composer in connection with the Services which DFAT has identified as confidential or the Composer ought reasonably to know is confidential.

**‘DFAT Items’** means any information (including DFAT Confidential Information), property or facilities made available by DFAT to the Composer for the purpose of the Services.

**‘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.

**‘Composer’** means the composer listed in 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/Listedterroristorganisations/Pages/default.aspx>).

**‘Deliverables’** means any and all of the Deliverables listed in Table 1: Milestone Deliverables of Attachment 1 - Service Requirements.

**‘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.

**‘General Interest Charge Rate’** means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

**‘GST’** means a Commonwealth goods and services tax imposed by the *GST Act*.

**‘GST Act’** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**‘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 recordings, and any other rights resulting from intellectual activity in the industrial, scientific, literary, artistic, and musical fields recognised in domestic law anywhere in the world.

**‘Notice’** has the meaning given in clause 25.1.

**‘Notifiable Incident’** has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

**‘Personal Information’** has the same meaning as in the *Privacy Act 1988* (Cth).

**‘Personnel’** means the employees, officers, subcontractors or agents of the Composer.

**‘Privacy Act’** means *Privacy Act 1988* (Cth).

**‘Privacy Commissioner’** has the same meaning as in the *Australian Information Commissioner*



Act 2010 (Cth).

**'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;
- (f) directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act; or
- (g) listed on any of the lists mentioned in (b) to (d) inclusive; and/or
- (h) 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;
  - (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 have been pre-approved in writing by DFAT. For clarity Reimbursable expenses do not comprise part of the Contract Price.

**'Relevant Employer'** means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Composer will continue to be obligated as a Relevant Employer for the period of the Contract until the number of its employees falls below 80.

**'Services'** means the services as detailed in the Attachment 1 – Service Requirements.

**'WHS Act'** means *Work Health and Safety Act 2011* (Cth).

**'WHS Legislation'** means the WHS Act, any regulations made under that Act and any corresponding WHS law as defined in section 4 of that Act.

**'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>

45.2. In this Contract a reference to:

- (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (c) a party to this Contract or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (d) a clause or attachment is to a clause in, or attachment to, this Contract;
- (e) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (f) anything (including a right, obligation or concept) includes each part of it;
- (g) a singular word includes the plural, and vice versa;
- (h) a word which suggests one gender includes the other genders;

- (i) If a word is defined - another part of speech has a corresponding meaning;
- (j) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (k) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)"; and
- (l) headings are for convenience only, and do not affect interpretation

SIGNED as an agreement on the last date appearing below:

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 22(1)(a)(ii)

	<i>Damien Miller,</i>	<i>Strategic Communications</i>
<i>(signature of authorised representative)</i>	<i>(print name and position)</i>	<i>(date)</i>
		<i>17.04.23</i>

In the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

	<i>19 Apr 2023</i>
<i>(print name of witness)</i>	<i>(date)</i>

SIGNED by or on behalf of **MICHAEL GREBLA** by their authorised representative. s 47F(1)

Signature of authorised representative.

**MICHAEL GREBLA**  
Name of authorised representative

**COMPOSER**  
Position of authorised representative

**APRIL 19, 2023**  
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 Washington Post requires the Services of the Composer to provide each of the deliverables as set out in Table 1 below ('the **Services**').
- 1.2. The purpose of this Attachment 1 is to communicate to the Composer DFAT's requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between DFAT and the Contractor.

### 2. BACKGROUND

- 2.1. On 18 November 2023 DFAT will celebrate the opening of the newly constructed Washington Post Embassy building with a formal gala event (**Gala**). To commemorate the opening, DFAT is hosting a number of Australian creatives to take part in the Gala's programs. As a Monash Scholar and resident of New York City, Australian Composer Michael Grebla was approached by DFAT to have one of his works performed during the Gala.
- 2.2. Further discussion and development with DFAT and the Composer led to the proposal of the creation of a new original musical work to commemorate the Embassy opening (**Musical Work**).
- 2.3. The Musical Work will be debuted during a live performance at the Gala at the Australian Embassy on 18 November 2023.
- 2.4. The Musical Work is intended to become an additional identifying artistic element of the new Australian Embassy building.

### 3. SKILL, JUDGMENT, CONCEPT AND SPECIFICATIONS

- 3.1. The Composer warrants that they have the required professional skill and judgment to create the Musical Work and each of the Service requirements as described in section 4 to this Attachment 1.
- 3.2. The Composer shall procure the Musicians as defined in the Details Schedule to the Contract to perform the Musical Work.
- 3.3. The Musical Work shall be constructed to address the inspired architectural, cultural, and representational elements of the new Bates Smart-designed Australian Embassy in Washington DC.
- 3.4. The Musical Work must be:
  - (a) specifically designed for DFAT;
  - (b) of a quality and standard format that is consistent with similar musical works;
  - (c) written to accommodate performance by at least two musical instruments;
  - (d) approximately of a five (5) to six (6) minute performance length;
  - (e) accompanied by a second musical work of a five (5) to six (6) minute performance length that is either:
    - (1) a second piece additional to the commissioned Musical Work; or
    - (2) a separate new or existing musical work written by the Composer.

#### 4. SERVICE REQUIREMENTS

4.1. The Composer shall complete the following Milestones:

- (a) **Milestone 1: Signed Contract and Project Summary.** The Composer shall provide DFAT with a brief Project Summary including timeline and budget breakdown.
- (b) **Milestone 2: Musicians Contracted.** The Composer shall provide to DFAT documentation and details for the contracted Musicians who will perform the Musical Work on 18 November 2023, to include:
  - (1) Musician names, bios, and respective instruments;
  - (2) Proposed rehearsal schedule; and
  - (3) technical requirements that may be required by Musicians for the performance.
- (c) **Milestone 3: Commencement of Musical Work development.** The Composer shall provide to DFAT documentation of the Musical Work in development and disclose any changes to discussed details or concepts for the Musical Work, which shall include, as a minimum, the following:
  - (1) Documentation of development or progress of Musical Work;
  - (2) Any audio samples of current state of Musical Work;
  - (3) Written description of developing concept and any changes that deviate from agreed concept details or specifications;
  - (4) any perceived risks against the completion of the Musical Work or any of section 5 of this Attachment 1 (Deliverables) in accordance with the content of the Project Summary, including timeline.
- (d) **Milestone 4: Evidence of Progress.** The Composer shall provide to DFAT documentation of the Musical Work in development and disclose any changes to discussed details or concepts for the Musical Work, which shall include, as a minimum, the following:
  - (1) documentation of development or progress of Musical Work;
  - (2) any audio samples of current state of Musical Work; and
  - (3) any changes that deviate from agreed concept details or specifications;
- (e) **Milestone 5: Confirmed Rehearsal Schedule.** The Composer shall provide written evidence of Musician confirmation of scheduled rehearsal.
- (f) **Milestone 6: Confirmation of Licensing.** The Composer shall provide details of confirmed licensing that will be provided to DFAT for use of the Musical Work.
- (g) **Milestone 7: Selection of production company for Musical Work hard copies.** The Composer shall select a subcontractor as defined in the Details Schedule to produce four (4) bound copies of the Musical Work. The Composer will receive written approval from DFAT of the production details and materials for the four (4) bound copies.
- (h) **Milestone 8: Completion of Musical Work Fabrication.** Upon completion of the Musical Work, the Composer will provide documentation, digital copy, and audio evidence of the complete Musical Work.
- (i) **Milestone 9:**
  - (1) **Delivery of Four hard copies of Musical Work.** Upon or before arrival to the Embassy for performance rehearsal on 17 November 2023, the Composer shall deliver all four hard copies of the Musical Work to DFAT.
  - (2) **Performance.** The Composer shall present the debut of the Musical Work and introduce the Musicians at the Embassy's Opening Gala Event on 18 November 2023.

4.2. In addition to the above Milestones, the Composer should note that they may be required to undertake media engagement in relation to the Deliverables under this Contract. Any media engagement or social media posts shall be in accordance with clause 23.2 of this Contract and shall only be at the direction or agreement of DFAT.

## 5. DELIVERABLES

5.1. The Composer must provide each of the Deliverables within each Milestone, as set out in Table 1 below.

**Table 1: Milestone Deliverables**

No.	Milestone	Location	Milestone section to this Attachment 1	Delivery Due Date	Price (USD)
1	Contract fully executed and Project Summary received.	via email to: s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(a)	Upon Signing	s 47G(1)(a)
2	Performance musicians engaged	via email to s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(c)	By 31 May 2023	
3	Commencement of Musical Work development	via email to s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(b)	By 2 June 2023	
4	Evidence of Progress	via email to s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(d)	By 30 June 2023	
5	Confirmed Rehearsal Schedule	via email to s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(e)	By 2 June 2023	
6	Completion of Musical Work Fabrication	via email to s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(f)	By 6 October 2023	
7	Confirmation of Licensing	via email to s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(g)	By 27 October 2023	
8	Musical Work Copy	1601 Massachusetts Ave NW, Washington DC USA & via Email to: s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>	4.1(h)	By 17 November 2023	
9	Formal Performance of Musical Work	1601 Massachusetts Ave NW, Washington DC USA	4.1(i)	18 November 2023	

5.2. Before invoicing for payment for any Service Milestone, the Composer must provide evidence to DFAT that such milestones have been completed.

5.3. Where a Deliverable is a plan or report, the Deliverable must be provided in the following format:

- (a) Soft copies: Adobe PDF and Microsoft Word; and appropriate audio files or links; or
- (b) Hard copies: Professionally printed, bound, and signed by the Composer.

## 6. REQUESTED ALTERATIONS

6.1. DFAT may request by Notice, a reasonable number of reasonable alterations, which are not substantially inconsistent with the Service requirements as described in section 4 of this Attachment 1, within 10 Business Days of the Composer's submission of each of the:

- (a) Milestone 3: Commencement of Musical Work Development;
- (b) Milestone 4: Evidence of Progress

6.2. A Notice of request for alteration made pursuant to this section 6 shall include an agreed upon date, proposed by the Composer and accepted by DFAT, by which the Composer shall have completed the required alteration.

6.3. Within 5 Business Days of receipt of the Notice of request, the Composer shall identify to DFAT any issues with respect to the requested alteration, including any particular areas of concern. Within 15 Business Days of receiving the Composer's alteration, DFAT may:

- (a) Accept the alteration;
- (b) request one or more additional alterations, that are not substantially inconsistent with any previous

alterations provided under this Contract, the requirement for which has arisen as a result of a previous alteration; or

- (c) reject the design.
- 6.4. Where DFAT requests one or more additional alterations under section 6.3(b), those alterations shall be undertaken in accordance with the requirements of this section 6.
- 6.5. In the event that DFAT requests an alteration that is inconsistent with the requirements of Attachment 1 - Service Requirements, this Contract shall be subject to a contract change, due to Significant Variations, pursuant to clause 29 of the Contract.

## 7. COMPLETION

- 7.1. The Composer shall complete production of the Deliverables by the Milestone dates specified in Table 1 of this Attachment 1 - Service Requirements.
- 7.2. If in the opinion of DFAT upon receipt of Milestone 4 (Status Report), it is unlikely that the Deliverables will be completed by 27 October 2023, DFAT may, engage an appropriate substitute composer and the Composer will provide reasonable efforts to cooperate with any such transitions upon DFAT's reasonable request.
- 7.3. In the event that DFAT takes over this Contract pursuant to section 7.2 of this Attachment 1, DFAT shall give Notice in writing to the Composer of its termination of the Contract pursuant to clause 25 of the Contract.
- 7.4. The Composer shall not be liable for any delay or failure to perform its obligations under this Contract where such failure is due to an act, omission or circumstance over which the Composer could not reasonably have exercised any control. However, in the event of a delay or failure to perform its obligations under this Contract, the Composer shall use its best endeavours to mitigate the consequences of that delay or failure.

## 8. ACCEPTANCE OR REJECTION OF DELIVERABLES

- 8.1. All Deliverables provided by the Composer shall be subject to Acceptance by DFAT in accordance with this section 8.
- 8.2. The Composer shall, when seeking Acceptance in accordance with this section 8:
  - (a) provide the Deliverable to DFAT; or
  - (b) where the Deliverable is a physical item that is not required to be shipped to DFAT for Acceptance, the Composer will provide sufficient photographic, written, or recorded evidence as appropriate, to the satisfaction of DFAT, of completion of the associated Milestone; and
  - (c) provide any other supporting evidence required by DFAT.
- 8.3. DFAT shall, within 15 Working Days of the offer of Deliverables for Acceptance:
  - (a) Accept the Deliverables, by Notice to the Composer; or
  - (b) reject the Deliverables, in which case DFAT shall notify the Composer by Notice of the reasons for the rejection and the extent of the non-conformance; or
  - (c) reject the Deliverables and provide the Composer by Notice with a request for alterations, in accordance with section 6.

## 9. PERFORMANCE

- 9.1. At the performance times specified in Table 1, DFAT shall ensure that the proposed location is prepared and made accessible to the Composer, personnel, and subcontractors for the purposes of the performance of the Musical Work with the appropriate tools, instruments, amplification, lighting and other logistical responsibilities associated with "Back of House".
- 9.2. The Composer is responsible for requesting the appropriate performance and rehearsal requirements of the Musical Work at the proposed location and will ensure that adequate personnel and their equipment or requirements are maintained overall performance activities.

**10. MAINTENANCE**

10.1. The Composer will not be responsible for maintenance or protection of the Musical Work after its Acceptance by DFAT.

**11. REPAIRS OF DELIVERABLES**

11.1. For all Deliverables which are in the care, custody and control of DFAT, it is acknowledged that:

- (a) any restoration of the Musical Work during the lifetime of the Composer shall require the Composer's written approval. Approval shall be deemed to have been obtained if DFAT provides a Notice of the restoration to the last known address of the Composer and does not receive a reply within ten (10) Business Days; and
- (b) to the extent that it is practical, the Composer shall be given the opportunity to undertake any such restoration for a reasonable fee.

**12. AUTHORSHIP**

12.1. DFAT shall use its best endeavours to ensure that a plaque displaying the Composer name is publicly displayed and identified with the Musical Work, as requested by the Composer and as agreed to in writing by DFAT.

12.2. DFAT shall use its best endeavours, wherever practicable, to acknowledge that the Musical Work is the work of the Composer in any photographs, books, videos, presentations or other promotional material including the Musical Work, which is produced by DFAT. This clause is to be read in conjunction with clause 15 of the Contract.



**ATTACHMENT 2 – PRICING SCHEDULE**

1. Subject to clause 8 (Price Basis) of the General Conditions of Contract, the Contract Price is US\$20,000.00
2. Subject to clause 9 (Payment) of the General Conditions of Contract, the Contract Price is payable by DFAT in the following instalments:
  - a. **s 47G(1)(a)** upon completion of Milestone 1, Contract Fully Executed;
  - b. upon completion of Milestone 2, Musicians Engaged;
  - c. upon completion of Milestone 3, Commencement of Musical Work development;
  - d. upon completion of Milestone 4, Evidence of Progress of Musical Work;
  - e. upon completion of Milestone 6, Completion of Musical Work development;
  - f. upon completion of Milestone 9, Formal Performance of Musical Work November 2023;
3. The Composer may submit a claim for payment of each instalment following completion of the relevant Milestone.
4. Subject to clause 11 (Reimbursable expenses), the Composer is permitted to request reimbursement for travel, accommodation, and associated travel incidentals (as outlined in the provided DFAT travel allowance guidelines) for the Composer and Musicians for up to a total of US\$5,000.00. This amount is in addition to the above noted Contract Price.

## PROPOSAL | "UNBREAKABLE" | MICHAEL GREBLA

## MUSICAL WORK PROPOSAL

## "UNBREAKABLE"

MICHAEL GREBLA

In November 2023, the Embassy of Australia, Washington, DC will host the grand opening gala of its new embassy, a once in a generation event bringing together representatives at the highest levels of Australian and United States governments in celebration of an 'unbreakable alliance'.

At this event will be the premiere performance of a newly commissioned musical work. *Unbreakable* is my proposed working title for this new work, a tribute to the new Embassy and the Australian/United States alliance upon it which it is built and serves. Why is it unbreakable? I think the alliance is 'unbreakable' because the common ideals it is founded on (freedom, a fair go, democracy to name a few) are in themselves infallible (even if we are) and are at the core of what it is to be an Australian and also an American. When tested, we have both stood by those ideals, and each other, every single time, and have prevailed for over a hundred years doing so.

This is the pretext on which the Embassy exists, and spirit in which the new Embassy is being built. Central to the Embassy's purpose, and its architectural function is serving Australia/US relations by providing a welcoming and enduring symbol of Australia in the United States.

After visiting the new building, I believe the medium of cello and piano would be perfectly suited to the occasion, space and purpose for this Musical Work. The combination allows for enormous expressive possibilities, and colour combinations, while maintaining vast and expansive range of registers and dynamics, allowing me a lot of room to musically respond and compliment various architectural components and themes of the new building, including the expansive warm wood panelling of the main foyer, the idea of bright clear natural light/open skies/vastness and red earthiness of the copper panelling. [Logistically it also works well given logistical constraints of the space and event (footprint, need for amplification/balancing, prompt stage changes etc.)]

I have also elected for a duo for the opportunity it provides to explore the binary dynamic of the partnership in the abstract sense, but also between United States and Australia. While I avoid direct and explicit narratives in my work, the creative rationale I am looking to employ is that you have two instruments working together in counterpoint and harmony to create something greater than the sum of its parts. In this sense, I have been deliberate to try and select duo that has both an Australian and an American to perform the work.

s 47G(1)(a)

In addition to the commissioning and performance of this work at the November 18<sup>th</sup> event, four bound copies of the score will be provided as for presentation as diplomatic gifts.

## PROPOSAL | "UNBREAKABLE" | MICHAEL GREBLA

**PROJECT BUDGET**

Item	Cost (USD)
Commissioning Fee for New Work	s 47G(1)(a)
Rehearsals & performance with Performers & Composer	
Travel & Logistics for 3 from November 17-19 <sup>th</sup> & rehearsals (Accommodation, Amtrak, Ubers, Per Diem + s 47G(1)(a) )	
4x Premium finished scores s 47G(1)(a)	
Project administration, management and compliance	
<b>PROJECT TOTAL</b>	<b>\$25,000</b>

**MICHAEL GREBLA**

**NEW YORK**

s 47G(1)(a)  
 New York, NY, 10029 USA  
 Phone: s 47F(1)

**INVOICE**

**DATE** April 24, 2023  
**Invoice #** s 22(1)(a)(ii)  
**PO #**

**Bill To: DFAT**

Embassy of Australia  
 1145 17th St NW  
 Suite GP410  
 Washington DC 20036

**Scope:**

DFAT Representative: s 22(1)(a)(ii) @dfat.gov.au

Commissioning & Performance Project for Embassy opening. Milestones 1 & 2 reached.

Description	AMOUNT
Milestone 1 - Contract fully executed and Project Summary received	s 47G(1)(a)
Milestone 2 - Performance musicians engaged	

**TOTAL (USD)**

If you have any questions concerning this quotation, please reach out to s 47F(1)

**THANK YOU FOR YOUR BUSINESS!**

**PROGRESS REPORT- MILESTONE 4**

4th of June 2023

THE WORK

s 47G(1)(a)

s 47G(1)(a)

#### DELIVERY OF MILESTONE

Despite the change in date of the event and additional administration needing to be carried out, delivery of the work for October 6, 2023, remains on track. Delivery of rehearsal/recording schedule will be delayed until new performers are secured.

# MICHAEL GREBLA

NEW YORK

s 47F(1)

New York, NY, 10029 USA

Phone: s 47F(1)

# INVOICE

DATE June 15, 2023  
Invoice # s 22(1)(a)(ii)

**Bill To: DFAT**

Embassy of Australia  
1145 17th St NW  
Suite GP410  
Washington DC 20036

**Scope:**

DFAT Representative: s 22(1)(a)(ii) @dfat.gov.au

Commissioning & Performance Project for Embassy opening. Milestones 3 & 4 reached + new administration for contract change and recording.

Description	AMOUNT
Milestone 3 -Commencement of Musical Work development	s 47G(1)(a)
Milestone 3 - Administration associated with contract variation/New dates	
Milestone 4 - Evidence of Progress	
Milestone 4 - Contribution towards recording fees Part I	

**TOTAL (USD)**

If you have any questions concerning this quotation, please reach out to s 47F(1)

**THANK YOU FOR YOUR BUSINESS!**

s 22(1)(a)(ii)

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From: Damien Miller <Damien.Miller@dfat.gov.au>  
Sent: Saturday, June 17, 2023 3:29 AM  
To: s 22(1)(a)(ii) @dfat.gov.au  
Cc: s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au  
Subject: FW: Approval to Commit and Enter into an Amendment with Michael Grebla [SEC=OFFICIAL]

**OFFICIAL**

s 22(1)(a)(ii)

Thanks for this. Approved

Declaration by financial Delegate

In approving this proposal, I confirm that it is consistent with required policies and process, including the [Public Governance Performance and Accountability Act 2013](#) (section 23), [DFAT's Financial Framework](#) and [DFAT's Procurement Policy](#). There are sufficient available funds, and is an efficient, effective, economical and ethical use of public resources.

Damien Miller  
Minister Counsellor (Strategic Communications)  
Australian Embassy, Washington DC  
m: s 22(1)(a)(ii)

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From: s 22(1)(a)(ii) @dfat.gov.au  
Sent: Friday, 16 June 2023 10:28 AM  
To: Damien Miller <Damien.Miller@dfat.gov.au>  
Cc: s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au  
Subject: FW: Approval to Commit and Enter into an Amendment with Michael Grebla [SEC=OFFICIAL]

**OFFICIAL**  
**OFFICIAL**

Dear Damien Miller,

I seek your Approval to Commit and Enter into an Amendment with Michael Grebla in accordance with section 23 of the *Public Governance, Performance and Accountability Act 2013*, for the procurement as set out below.

IF APPROVED after noting the declaration below, TYPE "APPROVED" in your email reply and insert your signature block.



Declaration by financial Delegate

In approving this proposal, I confirm that it is consistent with required policies and process, including the [Public Governance Performance and Accountability Act 2013](#) (section 23), [DFAT's Financial Framework](#) and [DFAT's Procurement Policy](#). There are sufficient available funds, and is an efficient, effective, economical and ethical use of public resources.

<b>Title</b>	Contract for the Provision of Composer Services		
<b>Original Procurement Method</b>	Limited Tender	<b>Initial Agreement Value (GST inclusive)</b>	USD \$20,000.00
<b>Date of Prior Approval to Commit and Enter into an Arrangement</b>	19-04-2023	<b>Initial Period</b>	19-04-2023 – 01-12-2023
<b>Amendment Period (Start date until revised end date)</b>	19-04-2023 – 30-03-2024 11 Months	<b>Amendment Value (GST inclusive)</b>	USD \$15,000.00
<b>Remaining Extension Options</b>	n/a	<b>Revised Agreement Value (GST inclusive)</b>	USD \$35,000.00
<b>Cost Centre/GL Code</b>	s 22(1)(a)(ii)	<b>Funding Code</b>	
<b>Funding Source</b>	Departmental		
<b>Risk – overall assessment</b>	Low		

Requirement

DFAT has a requirement for an Australian composer to create a new original musical work to commemorate the Embassy opening.

Agreement Background

On 19-04-2023, DFAT entered into an agreement with Michael Grebla for the creation of a new original musical work to be debuted during a live performance at the Gala at the Australian Embassy.

Amendment Details

Additional costs will be incurred to cover booking fees for the recording studio and associated costs and admin fee for finding and coordinating new musicians due to the event date change. Travel and logistical costs have also been included in the contract price.

This is the first amendment for this agreement. (OR)

The following is a summary of all amendments for this agreement.

Amendment Number	Date	Summary of Amendment	Increase/Decrease in financial limit (GST Inc)	Revised Financial Limit (GST Inc)
	15-06-2023	Addition of booking fees for the recording studio and associated costs and admin fee for finding and coordinating new musicians due to the event date change.	USD \$15,000.00 increase	USD \$35,000.00

A draft of the amendment, using the template available from the [DFAT Agreement Amendment Procedures](#) is attached for your approval.

#### Value for Money Consideration

Due to the nature of the artistic work, a competitive bidding process was not practical. However, the artist's fees are comparable to other fees for similar work. In addition, the artist has undertaken to competitively source subcontractors (musicians) to keep overall contract costs low. Finally, using a US-based Australian composer supports and promotes Australian talent in pursuit of our public diplomacy objectives.

#### Funding breakdown

There is sufficient uncommitted budget available to meet the commitment. The amounts payable in under this commitment, including GST, are detailed below:

Original Contract		New Contract		Delivery Due Date	Paid
Milestone no.	Original Amount (USD)	Additional Amount (USD)	New Amount (USD)		
1	s 47G(1)(a)			Upon signing	x
2				By 31 May 2023	x
3				By 30 June 2023	
4				By 30 June 2023	
5				By June 2 2023	
6				By 6 October 2023	
7				By 27 October 2023	
8				By 13 October 2023	
9.1				10 November 2023	
9.2				11 November 2023	
10				By 30 March 2024	
<b>Total</b>	<b>\$20,000.00</b>	<b>+ \$15,000.00</b>	<b>\$35,000.00</b>		

Risk

The procurement remains to be low risk.

Recommendation

It is recommended you approve the amendment through an approval to commit and enter into the arrangement with Michael Grebla for \$35,000.00 in accordance with the outcome outlined in this approval.

Attachments

- Draft Amendment
  - Prior Approval to Commit and Enter into an Arrangement
  - Original executed contract
- .....

Section 22(1)(a)(ii) - Pages (47-75) removed as they contain a duplicate of Document 1 and Document 4



**Australian Government**  
**Department of Foreign Affairs and Trade**

# DEED OF AMENDMENT

Dated: 09/06/2023

**Commonwealth of Australia** represented by the Department of Foreign Affairs and Trade ('DFAT') ABN 47 065 634 525

**Michael Grebla**  
(**'Contractor'**)

FOR THE PROVISION OF Composer Services

DFAT AGREEMENT NUMBER: [insert number]

**CONTRACT** made 19th day of April to 1<sup>st</sup> day of December 2023

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**THIS DEED OF AMENDMENT** is made this 9<sup>th</sup> day of June 2023

**BETWEEN:**

The **COMMONWEALTH OF AUSTRALIA**, represented by the **DEPARTMENT OF FOREIGN AFFAIRS AND TRADE, ABN 47 065 634 525** (“the Commonwealth”)

**AND**

**Michael Grebla, s 47F(1)**, (“the Contractor”) (respectively ‘the Parties’).

**RECITALS:**

- A. On 19/04/2023 the Commonwealth and the Contractor entered into Contract 4600012289 for the provision of the Services described in the Contract for the Provision of Composer Services.
- B. The Parties have now agreed to amend the Service Requirements for the Services provided by the Contractor as set out in this Deed of Amendment (‘Deed’).

**OPERATIVE PROVISIONS:**

- In this Deed, unless the contrary intention appears, a reference to “the Contract” is to the Contract referred to in **Recital A** above.
- The Contract is amended as set out below:

**Amendment to amount of Contract Price**

Item 7 Contract Price – the Contract Price is amended as follows:

	<b>Amount (GST exclusive)</b>	<b>GST</b>	<b>Total Contract Price (GST Inclusive)</b>
<b>Current Contract Price (USD)</b>	\$20,000.00	\$0.00	\$20,000.00
<b>New Contract Price (USD)</b>	\$35,000.00	\$0.00	\$35,000.00

**Reason for change:**

The reason for the change to the Contract Price is to accommodate the booking fee for recording studio and associated costs and admin fee for finding and coordinating new musicians due to the event date change. Travel costs have also been included in the contract price instead of being separated out.

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**Amendment to Contract Term**

The end date of the Contract is amended as follows:

<b>Current Contract End Date:</b>	01 December 2023
<b>New Contract End Date:</b>	30 March 2024

**Amendment to the Statement of Service Requirements**

Statement of Service Requirements is amended as follows:

<b>Clause/Paragraph Number</b>	<b>Old text</b>	<b>New text</b>
Item 8	The total Reimbursable Expenses will be up to: USD\$5,000.00 (inclusive of Musicians Reimbursable Expenses). The process for seeking Reimbursable Expenses is set out at clause 11 to this Contract.	Refer to Attachment 2 – Pricing Schedule.
9.1 (c)	if the Details Schedule provides for the reimbursement of Reimbursable Expenses as set out in item 8 of the Details Schedule, the amount of those Reimbursable Expenses which have been incurred by the Composer in accordance with the Contract, within 30 days after receipt of a correctly rendered invoice.	
11.2	Where DFAT has provided its prior written consent, the Composer will be entitled to reimbursement for travel, accommodation and living expenses up to the DFAT Non-SES travelling allowance rates, and for	

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**LEX 11841 - Document 8c**

	<p>goods and/or services purchased on behalf of DFAT at DFAT's request. All claims for such reimbursement must be submitted on a valid tax invoice showing the tax exclusive price, with tax then being charged on the total amount. The maximum amounts to which the Composer 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.</p>	
Attachment 1 2.1	<p>On 18 November 2023 DFAT will celebrate the opening of the newly constructed Washington Post Embassy building with a formal gala event (Gala). To commemorate the opening, DFAT is hosting a number of Australian creatives to take part in the Gala's programs. As a Monash Scholar and resident of New York City, Australian Composer Michael Grebla was approached by DFAT to have one of his works performed during the Gala.</p>	<p>On 11 November 2023 DFAT will celebrate the opening of the newly constructed Washington Post Embassy building with a formal gala event (Gala). To commemorate the opening, DFAT is hosting a number of Australian creatives to take part in the Gala's programs. As a Monash Scholar and resident of New York City, Australian Composer Michael Grebla was approached by DFAT to have one of his works performed during the Gala</p>
Attachment 1 2.3	<p>The Musical Work will be debuted during a live performance at the Gala at the Australian Embassy on 18 November 2023.</p>	<p>The Musical Work will be debuted during a live performance at the Gala at the Australian Embassy on 11 November 2023.</p>
Attachment 1 4.1 (b)	<p>Milestone 2: Musicians Contracted. The Composer shall provide to DFAT documentation and details for the contracted Musicians who will perform the</p>	<p>Milestone 2: Musicians Contracted. The Composer shall provide to DFAT documentation and details for the contracted Musicians who will</p>

DFAT initial: \_\_\_\_\_

Contractor initial: mg



**LEX 11841 - Document 8c**

	<p>Musical Work on 18 November 2023, to include:</p> <p>(1) Musician names, bios, and respective instruments;</p> <p>(2) Proposed rehearsal schedule; and</p> <p>(3) technical requirements that may be required by Musicians for the performance.</p>	<p>perform the Musical Work on 11 November 2023, to include:</p> <p>(1) Musician names, bios, and respective instruments;</p> <p>(2) Proposed rehearsal schedule; and</p> <p>(3) Technical requirements that may be required by Musicians for the performance.</p>
Attachment 1 4.1 (f)	<p>Milestone 6:</p> <p>Confirmation of Licensing. The Composer shall provide details of confirmed licensing that will be provided to DFAT for use of the Musical Work.</p>	<p>Milestone 6:</p> <p>Completion of Musical Work Fabrication. Upon completion of the Musical Work, the Composer will provide documentation, digital copy, and audio evidence of the complete Musical Work.</p>
Attachment 1 4.1 (g)	<p>Milestone 7:</p> <p>Selection of production company for Musical Work hard copies. The Composer shall select a subcontractor as defined in the Details Schedule to produce four (4) bound copies of the Musical Work. The Composer will receive written approval from DFAT of the production details and materials for the four (4) bound copies.</p>	<p>Milestone 7:</p> <p>Confirmation of Licensing. The Composer shall provide details of confirmed licensing that will be provided to DFAT for use of the Musical Work.</p>
Attachment 1 4.1 (h)	<p>Milestone 8:</p> <p>Completion of Musical Work Fabrication. Upon completion of the Musical Work, the Composer will provide documentation, digital copy, and audio evidence of the complete Musical Work.</p>	<p>Milestone 8:</p> <p>Selection of production company for Musical Work hard copies. The Composer shall select a subcontractor as defined in the Details Schedule to produce four (4) bound copies of the Musical Work. The Composer will receive written approval from DFAT of the production details and materials for the four (4) bound copies.</p>

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**LEX 11841 - Document 8c**

Attachment 1 4.1 (i)	Milestone 9:  (1) Delivery of Four hard copies of Musical Work. Upon or before arrival to the Embassy for performance rehearsal on 17 November 2023, the Composer shall deliver all four hard copies of the Musical Work to DFAT.  (2) Performance. The Composer shall present the debut of the Musical Work and introduce the Musicians at the Embassy's Opening Gala Event on 18 November 2023.	Milestone 9:  (1) Delivery of Four hard copies of Musical Work. Upon or before arrival to the Embassy for performance rehearsal on 10 November 2023, the Composer shall deliver all four hard copies of the Musical Work to DFAT.  (2) Performance. The Composer shall present the debut of the Musical Work and introduce the Musicians at the Embassy's Opening Gala Event on 11 November 2023.
Attachment 1 4.1 (j)		Milestone 10:  Delivery of final mastered studio recording of Work by 1 March 2024.
Attachment 1 5.1 Table 1 No. 2	No. 2 Performance musicians engaged Via email to s 22(1)(a)(ii)@dfat.gov. 4.1 (c) By 31 May 2023 s 47G(1)(a)	No. 2 Performance musicians engaged Via email to s 22(1)(a)(ii)@dfat.gov. 4.1 (b) By 31 May 2023 s 47G(1)(a)
Attachment 1 5.1 Table 1 No. 3	No. 3 Commencement of Musical Work development Via email to s 22(1)(a)(ii)@dfat.gov.au 4.1(b) By 2 June 2023 s 47G(1)(a)	No. 3 Commencement of Musical Work development Via email to s 22(1)(a)(ii)@dfat.gov.au 4.1(c) By 30 June 2023 s 47G(1)(a)
Attachment 1 5.1 Table 1 No. 4	No. 4 Evidence of Progress Via email to s 22(1)(a)(ii)@dfat.gov.au 4.1(d) By 30 June 2023 s 47G(1)(a)	No. 4 Evidence of Progress Via email to s 22(1)(a)(ii)@dfat.gov.au 4.1(d) By 30 June 2023 s 47G(1)(a)

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**LEX 11841 - Document 8c**

Attachment 1 5.1 Table 1 No. 6	No. 6 Completion of Musical Work Fabrication Via email to <a href="mailto:s 22(1)(a)(ii)@dfat.gov.au">s 22(1)(a)(ii)@dfat.gov.au</a> 4.1 (f) By 6 October 2023 <b>s 47G(1)(a)</b>	No. 6 Completion of Musical Work Fabrication Via email to <a href="mailto:s 22(1)(a)(ii)@dfat.gov.au">s 22(1)(a)(ii)@dfat.gov.au</a> 4.1 (f) By 6 October 2023 <b>s 47G(1)(a)</b>
Attachment 1 5.1 Table 1 No. 8	No. 8 Musical Work Copy 1601 Massachusetts Ave NW, Washington DC USA & via Email to: <a href="mailto:s 22(1)(a)(ii)@dfat.gov.au">s 22(1)(a)(ii)@dfat.gov.au</a> 4.1(h) By 17 November 2023 <b>s 47G(1)(a)</b>	No. 8 Selection of Production Company for Musical Work Hard Copies Via email to <a href="mailto:s 22(1)(a)(ii)@dfat.gov.au">s 22(1)(a)(ii)@dfat.gov.au</a> 4.1(h) 13 October 2023 <b>s 47G(1)(a)</b>
Attachment 1 5.1 Table 1 No. 9	No. 9 Formal Performance of Musical Work 1601 Massachusetts Ave NW, Washington DC USA 4.1(i) 18 November 2023 <b>s 47G(1)(a)</b>	No. 9.1 Delivery of Four Hard Copies of Musical Work 1601 Massachusetts Ave NW, Washington DC USA & via Email to: <a href="mailto:s 22(1)(a)(ii)@dfat.gov.au">s 22(1)(a)(ii)@dfat.gov.au</a> 4.1(i) 10 November 2023 <b>s 47G(1)(a)</b>
Attachment 1 5.1 Table 1 No. 9.2		No. 9.2 Performance of New Work 1601 Massachusetts Ave NW, Washington DC USA 4.1(i) 11 November 2023 <b>s 47G(1)(a)</b>
Attachment 1 5.1 Table 1 No. 10		No. 10 Delivery of Final Mastered Studio Recording of Work Via Email to: <a href="mailto:s 22(1)(a)(ii)@dfat.gov.au">s 22(1)(a)(ii)@dfat.gov.au</a> 4.1 (j) by 1 March 2024 <b>s 47G(1)(a)</b>
Attachment 2 1.	Subject to clause 8 (Price Basis) of the General Conditions of Contract, the	Subject to clause 8 (Price Basis) of the General Conditions of Contract, the Contract Price is US\$35,000.00

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**LEX 11841 - Document 8c**

	Contract Price is US\$20,000.00	
Attachment 2 2. c.	s 47G(1)(a) upon completion of Milestone 3, Commencement of Musical Work development;	s 47G(1)(a) upon completion of Milestone 3, Commencement of Musical Work development;
Attachment 2 2. d.	s 47G(1)(a) upon completion of Milestone 4, Evidence of Progress of Musical Work;	s 47G(1)(a) upon completion of Milestone 4, Evidence of Progress of Musical Work;
Attachment 2 2. e	s 47G(1)(a) upon completion of Milestone 6, Completion of Musical Work;	s 47G(1)(a) upon completion of Milestone 6, Completion of Musical Work Fabrication;
Attachment 2 2. f	s 47G(1)(a) upon completion of Milestone 9, Formal Performance of Musical Work November 2023;	s 47G(1)(a) upon completion of Milestone 9.2, Formal Performance of Musical Work November 2023;
Attachment 2 2. g		s 47G(1)(a) upon completion of Milestone 10, Delivery of Final Mastered Studio Recording of Work;
Attachment 2 4.	Subject to clause 11 (Reimbursable expenses), the Composer is permitted to request reimbursement for travel, accommodation, and associated travel incidentals (as outlined in the provided DFAT travel allowance guidelines) for the Composer and Musicians for up to a total of US\$5,000.00. This amount is in addition to the above noted Contract Price.	

**Reason for change:**

The amendments to the Statement of Service Requirements is required because there is a new date for the event. Booking fees for recording studio and associated costs and admin fee for finding and coordinating new musicians due to the event date change need to be covered.

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**LEX 11841 - Document 8c**

1. The amendment(s) set out in this Deed take effect when this Deed is signed by the parties, or if signed on separate days, the date of last signature.
2. Each party confirms that, except as provided for in this Deed, no other amendments are made to Contract
3. Each party must bear its own costs of the preparation, negotiation, execution and performance of this deed.
4. This Deed is governed by the same law that governs the Contract

DFAT initial: \_\_\_\_\_

Contractor initial: mg

**EXECUTED AS A DEED** by the Commonwealth, by an authorised officer, and by the Contractor by its authorised officer(s).

**SIGNED, SEALED AND DELIVERED**  
for and on behalf of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade by:

in the presence of:

\_\_\_\_\_  
Signature of PGPA Delegate

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of Delegate  
(Print)

\_\_\_\_\_  
Name of witness  
(Print)

\_\_\_\_\_  
Date

**SIGNED, SEALED AND DELIVERED**  
by **Michael Grebla** by:

s 47F(1)

\_\_\_\_\_

in the presence of:

s 47F(1)

s 47F(1)

\_\_\_\_\_  
Name of Witness  
(Print)

\_\_\_\_\_  
Signature of Witness

15 June 2023  
\_\_\_\_\_  
Date

**AMENDMENT SUMMARY**

The Contract has been amended in accordance with the Standard Conditions clause headed **Contract Amendment** of the Contract/Standing Offer on the following dates relating to:

Amendment Number	Date	Brief Summary of Amendment	Increase/Decrease in Contract Price	New Contract Price
	15/06/2023	Addition of studio booking fees, and sourcing new musicians due to event date change, travel.	+ USD\$15,000.00	USD\$35,000.00

Milestone Payment Summary Table

Milestone no.	Original Contract	New Contract		Paid
	Original Amount (USD)	Additional Amount (USD)	New Amount (USD)	
	s 47G(1)(a)			
1				x
2				x
3				
4				
5				
6				
7				
8				
9.1				
9.2				
10				
<b>Total</b>	<b>\$20,000.00</b>	<b>+ \$15,000.00</b>	<b>\$35,000.00</b>	

DFAT initial: \_\_\_\_\_

Contractor initial: mg



**Australian Government**  
**Department of Foreign Affairs and Trade**

# DEED OF AMENDMENT

Dated: 09/06/2023

**Commonwealth of Australia** represented by the Department of Foreign Affairs and Trade (**DFAT**) ABN 47 065 634 525

**Michael Grebla**  
(**Contractor**)

FOR THE PROVISION OF Composer Services

DFAT AGREEMENT NUMBER: [4600012289]

**CONTRACT** made 19th day of April to 1<sup>st</sup> day of December 2023

DFAT initial: **s 22(1)(a)(ii)** Contractor initial: mg



**THIS DEED OF AMENDMENT** is made this 9<sup>th</sup> day of June 2023

**BETWEEN:**

The **COMMONWEALTH OF AUSTRALIA**, represented by the **DEPARTMENT OF FOREIGN AFFAIRS AND TRADE, ABN 47 065 634 525** (“the Commonwealth”)

**AND**

**Michael Grebla, s 47F(1)**, (“the Contractor”) (respectively ‘the Parties’).

**RECITALS:**

- A. On 19/04/2023 the Commonwealth and the Contractor entered into Contract 4600012289 for the provision of the Services described in the Contract for the Provision of Composer Services.
- B. The Parties have now agreed to amend the Service Requirements for the Services provided by the Contractor as set out in this Deed of Amendment (‘Deed’).

**OPERATIVE PROVISIONS:**

- In this Deed, unless the contrary intention appears, a reference to “the Contract” is to the Contract referred to in **Recital A** above.
- The Contract is amended as set out below:

**Amendment to amount of Contract Price**

Item 7 Contract Price – the Contract Price is amended as follows:

	<b>Amount (GST exclusive)</b>	<b>GST</b>	<b>Total Contract Price (GST Inclusive)</b>
<b>Current Contract Price (USD)</b>	\$20,000.00	\$0.00	\$20,000.00
<b>New Contract Price (USD)</b>	\$35,000.00	\$0.00	\$35,000.00

**Reason for change:**

The reason for the change to the Contract Price is to accommodate the booking fee for recording studio and associated costs and admin fee for finding and coordinating new musicians due to the event date change. Travel costs have also been included in the contract price instead of being separated out.

DFAT initial: **s 22(1)(a)(ii)**

Contractor initial: mg

**Amendment to Contract Term**

The end date of the Contract is amended as follows:

<b>Current Contract End Date:</b>	01 December 2023
<b>New Contract End Date:</b>	30 March 2024

**Amendment to the Statement of Service Requirements**

Statement of Service Requirements is amended as follows:

<b>Clause/Paragraph Number</b>	<b>Old text</b>	<b>New text</b>
Item 8	The total Reimbursable Expenses will be up to: USD\$5,000.00 (inclusive of Musicians Reimbursable Expenses). The process for seeking Reimbursable Expenses is set out at clause 11 to this Contract.	Refer to Attachment 2 – Pricing Schedule.
9.1 (c)	if the Details Schedule provides for the reimbursement of Reimbursable Expenses as set out in item 8 of the Details Schedule, the amount of those Reimbursable Expenses which have been incurred by the Composer in accordance with the Contract, within 30 days after receipt of a correctly rendered invoice.	
11.2	Where DFAT has provided its prior written consent, the Composer will be entitled to reimbursement for travel, accommodation and living expenses up to the DFAT Non-SES travelling allowance rates, and for	

DFAT initial: <sup>s 22(1)(a)(ii)</sup>Contractor initial: mg

	goods and/or services purchased on behalf of DFAT at DFAT's request. All claims for such reimbursement must be submitted on a valid tax invoice showing the tax exclusive price, with tax then being charged on the total amount. The maximum amounts to which the Composer 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.	
Attachment 1 2.1	On 18 November 2023 DFAT will celebrate the opening of the newly constructed Washington Post Embassy building with a formal gala event (Gala). To commemorate the opening, DFAT is hosting a number of Australian creatives to take part in the Gala's programs. As a Monash Scholar and resident of New York City, Australian Composer Michael Grebla was approached by DFAT to have one of his works performed during the Gala.	On 11 November 2023 DFAT will celebrate the opening of the newly constructed Washington Post Embassy building with a formal gala event (Gala). To commemorate the opening, DFAT is hosting a number of Australian creatives to take part in the Gala's programs. As a Monash Scholar and resident of New York City, Australian Composer Michael Grebla was approached by DFAT to have one of his works performed during the Gala
Attachment 1 2.3	The Musical Work will be debuted during a live performance at the Gala at the Australian Embassy on 18 November 2023.	The Musical Work will be debuted during a live performance at the Gala at the Australian Embassy on 11 November 2023.
Attachment 1 4.1 (b)	Milestone 2: Musicians Contracted. The Composer shall provide to DFAT documentation and details for the contracted Musicians who will perform the	Milestone 2: Musicians Contracted. The Composer shall provide to DFAT documentation and details for the contracted Musicians who will

DFAT initial: s 22(1)(a)(ii)

Contractor initial: mg

	<p>Musical Work on 18 November 2023, to include:</p> <p>(1) Musician names, bios, and respective instruments;</p> <p>(2) Proposed rehearsal schedule; and</p> <p>(3) technical requirements that may be required by Musicians for the performance.</p>	<p>perform the Musical Work on 11 November 2023, to include:</p> <p>(1) Musician names, bios, and respective instruments;</p> <p>(2) Proposed rehearsal schedule; and</p> <p>(3) Technical requirements that may be required by Musicians for the performance.</p>
Attachment 1 4.1 (f)	<p>Milestone 6:</p> <p>Confirmation of Licensing. The Composer shall provide details of confirmed licensing that will be provided to DFAT for use of the Musical Work.</p>	<p>Milestone 6:</p> <p>Completion of Musical Work Fabrication. Upon completion of the Musical Work, the Composer will provide documentation, digital copy, and audio evidence of the complete Musical Work.</p>
Attachment 1 4.1 (g)	<p>Milestone 7:</p> <p>Selection of production company for Musical Work hard copies. The Composer shall select a subcontractor as defined in the Details Schedule to produce four (4) bound copies of the Musical Work. The Composer will receive written approval from DFAT of the production details and materials for the four (4) bound copies.</p>	<p>Milestone 7:</p> <p>Confirmation of Licensing. The Composer shall provide details of confirmed licensing that will be provided to DFAT for use of the Musical Work.</p>
Attachment 1 4.1 (h)	<p>Milestone 8:</p> <p>Completion of Musical Work Fabrication. Upon completion of the Musical Work, the Composer will provide documentation, digital copy, and audio evidence of the complete Musical Work.</p>	<p>Milestone 8:</p> <p>Selection of production company for Musical Work hard copies. The Composer shall select a subcontractor as defined in the Details Schedule to produce four (4) bound copies of the Musical Work. The Composer will receive written approval from DFAT of the production details and materials for the four (4) bound copies.</p>

DFAT initial: <sup>s 22(1)(a)(ii)</sup>

Contractor initial: mg

Attachment 1 4.1 (i)	Milestone 9:  (1) Delivery of Four hard copies of Musical Work. Upon or before arrival to the Embassy for performance rehearsal on 17 November 2023, the Composer shall deliver all four hard copies of the Musical Work to DFAT.  (2) Performance. The Composer shall present the debut of the Musical Work and introduce the Musicians at the Embassy's Opening Gala Event on 18 November 2023.	Milestone 9:  (1) Delivery of Four hard copies of Musical Work. Upon or before arrival to the Embassy for performance rehearsal on 10 November 2023, the Composer shall deliver all four hard copies of the Musical Work to DFAT.  (2) Performance. The Composer shall present the debut of the Musical Work and introduce the Musicians at the Embassy's Opening Gala Event on 11 November 2023.
Attachment 1 4.1 (j)		Milestone 10:  Delivery of final mastered studio recording of Work by 1 March 2024.
Attachment 1 5.1 Table 1 No. 2	No. 2 Performance musicians engaged Via email to <sup>s 22(1)(a)(ii)</sup> @dfat.gov. 4.1 (c) By 31 May 2023 <sup>s 47G(1)(a)</sup>	No. 2 Performance musicians engaged Via email to <sup>s 22(1)(a)(ii)</sup> @dfat.gov. 4.1 (b) By 31 May 2023 <sup>s 47G(1)(a)</sup>
Attachment 1 5.1 Table 1 No. 3	No. 3 Commencement of Musical Work development Via email to <sup>s 22(1)(a)(ii)</sup> @dfat.gov.au 4.1(b) By 2 June 2023 <sup>s 47G(1)(a)</sup>	No. 3 Commencement of Musical Work development Via email to <sup>s 22(1)(a)(ii)</sup> @dfat.gov.au 4.1(c) By 30 June 2023 <sup>s 47G(1)(a)</sup>
Attachment 1 5.1 Table 1 No. 4	No. 4 Evidence of Progress Via email to <sup>s 22(1)(a)(ii)</sup> @dfat.gov.au 4.1(d) By 30 June 2023 <sup>s 47G(1)(a)</sup>	No. 4 Evidence of Progress Via email to <sup>s 22(1)(a)(ii)</sup> @dfat.gov.au 4.1(d) By 30 June 2023 <sup>s 47G(1)(a)</sup>

DFAT initial: <sup>s 22(1)(a)(ii)</sup>Contractor initial: mg

Attachment 1 5.1 Table 1 No. 6	No. 6 Completion of Musical Work Fabrication Via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:dfat.gov.au">@dfat.gov.au</a> 4.1 (f) By 6 October 2023 <sup>s 47G(1)(a)</sup>	No. 6 Completion of Musical Work Fabrication Via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:dfat.gov.au">@dfat.gov.au</a> 4.1 (f) By 6 October 2023 <sup>s 47G(1)(a)</sup>
Attachment 1 5.1 Table 1 No. 8	No. 8 Musical Work Copy 1601 Massachusetts Ave NW, Washington DC USA & via Email to: <sup>s 22(1)(a)(ii)</sup> <a href="mailto:dfat.gov.au">@dfat.gov.au</a> 4.1(h) By 17 November 2023 <sup>s 47G(1)(a)</sup>	No. 8 Selection of Production Company for Musical Work Hard Copies Via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:dfat.gov.au">@dfat.gov.au</a> 4.1(h) 13 October 2023 <sup>s 47G(1)(a)</sup>
Attachment 1 5.1 Table 1 No. 9	No. 9 Formal Performance of Musical Work 1601 Massachusetts Ave NW, Washington DC USA 4.1(i) 18 November 2023 <sup>s 47G(1)(a)</sup>	No. 9.1 Delivery of Four Hard Copies of Musical Work 1601 Massachusetts Ave NW, Washington DC USA & via Email to: <sup>s 22(1)(a)(ii)</sup> <a href="mailto:dfat.gov.au">@dfat.gov.au</a> 4.1(i) 10 November 2023 <sup>s 47G(1)(a)</sup>
Attachment 1 5.1 Table 1 No. 9.2		No. 9.2 Performance of New Work 1601 Massachusetts Ave NW, Washington DC USA 4.1(i) 11 November 2023 <sup>s 47G(1)(a)</sup>
Attachment 1 5.1 Table 1 No. 10		No. 10 Delivery of Final Mastered Studio Recording of Work Via Email to: <sup>s 22(1)(a)(ii)</sup> <a href="mailto:dfat.gov.au">@dfat.gov.au</a> 4.1 (j) by 1 March 2024 <sup>s 47G(1)(a)</sup>
Attachment 2 1.	Subject to clause 8 (Price Basis) of the General Conditions of Contract, the	Subject to clause 8 (Price Basis) of the General Conditions of Contract, the Contract Price is US\$35,000.00

DFAT initial <sup>s 22(1)(a)(ii)</sup>Contractor initial: mg

	Contract Price is US\$20,000.00	
Attachment 2 2. c.	s 47G(1)(a) upon completion of Milestone 3, Commencement of Musical Work development;	s 47G(1)(a) upon completion of Milestone 3, Commencement of Musical Work development;
Attachment 2 2. d.	s 47G(1)(a) upon completion of Milestone 4, Evidence of Progress of Musical Work;	s 47G(1)(a) upon completion of Milestone 4, Evidence of Progress of Musical Work;
Attachment 2 2. e	s 47G(1)(a) upon completion of Milestone 6, Completion of Musical Work;	s 47G(1)(a) upon completion of Milestone 6, Completion of Musical Work Fabrication;
Attachment 2 2. f	s 47G(1)(a) upon completion of Milestone 9, Formal Performance of Musical Work November 2023;	s 47G(1)(a) upon completion of Milestone 9.2, Formal Performance of Musical Work November 2023;
Attachment 2 2. g		s 47G(1)(a) upon completion of Milestone 10, Delivery of Final Mastered Studio Recording of Work;
Attachment 2 4.	Subject to clause 11 (Reimbursable expenses), the Composer is permitted to request reimbursement for travel, accommodation, and associated travel incidentals (as outlined in the provided DFAT travel allowance guidelines) for the Composer and Musicians for up to a total of US\$5,000.00. This amount is in addition to the above noted Contract Price.	

**Reason for change:**

The amendments to the Statement of Service Requirements is required because there is a new date for the event. Booking fees for recording studio and associated costs and admin fee for finding and coordinating new musicians due to the event date change need to be covered.

DFAT initial: s 22(1)(a)(ii)

Contractor initial: mg

1. The amendment(s) set out in this Deed take effect when this Deed is signed by the parties, or if signed on separate days, the date of last signature.
2. Each party confirms that, except as provided for in this Deed, no other amendments are made to Contract
3. Each party must bear its own costs of the preparation, negotiation, execution and performance of this deed.
4. This Deed is governed by the same law that governs the Contract

DFAT initial: s 22(1)(a)(ii)

Contractor initial: mg



**EXECUTED AS A DEED** by the Commonwealth, by an authorised officer, and by the Contractor by its authorised officer(s).

**SIGNED, SEALED AND DELIVERED**  
for and on behalf of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade by:

s 22(1)(a)(ii)

in the presence of:  
s 22(1)(a)(ii)

\_\_\_\_\_  
Signature of PGPA Delegate

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of Delegate  
(Print)

s 22(1)(a)(ii)  
\_\_\_\_\_  
Name of witness  
(Print)

\_\_\_\_\_  
Date

**SIGNED, SEALED AND DELIVERED**  
by **Michael Grebla** by:

s 47F(1)

\_\_\_\_\_  
Signature

in the presence of:

s 47F(1)

s 47F(1)

\_\_\_\_\_  
Name of Witness  
(Print)

\_\_\_\_\_  
Signature of Witness

15 June 2023  
\_\_\_\_\_  
Date

### AMENDMENT SUMMARY

The Contract has been amended in accordance with the Standard Conditions clause headed **Contract Amendment** of the Contract/Standing Offer on the following dates relating to:

Amendment Number	Date	Brief Summary of Amendment	Increase/Decrease in Contract Price	New Contract Price
	15/06/2023	Addition of studio booking fees, and sourcing new musicians due to event date change, travel.	+ USD\$15,000.00	USD\$35,000.00

### Milestone Payment Summary Table

Original Contract	New Contract
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DFAT initial

contractor initial: \_\_\_\_\_

s 22(1)(a)(ii)

**From:** s 22(1)(a)(ii)  
**Sent:** AM  
**To:** s 22(1)(a)(ii)  
**Cc:**  
**Subject:** RE: [SEC=OFFICIAL]

**OFFICIAL**

s 22(1)(a)(ii) thank you –

Confirming approval of the s.23 request for payment of US\$28,000 to composer Michael Grebla, for delivery on 29 October 2024.

Thank you for all your work over this long period of time to bring this composition and event to fruition,  
 s 22(1)(a)(ii)

Director | Strategic Communications  
 Embassy of Australia  
 T s 22(1)(a)(ii) | C s 22(1)(a)(ii)

**From:** s 22(1)(a)(ii) @dfat.gov.au>  
**Sent:** Friday, May 24, 2024 3:19 PM  
**To:** s 22(1)(a)(ii) @dfat.gov.au>; s 22(1)(a)(ii) @dfat.gov.au>  
**Cc:** s 22(1)(a)(ii) @dfat.gov.au>  
**Subject:** [SEC=OFFICIAL]

**OFFICIAL**

Hi s 22(1)(a)(ii)

May I have S23 approval for the spending of US\$28,000 paid to composer, Michael Grebla, for the commissioning of an original musical piece, a performance, recording, and all arrangements and logistics required to make those items possible. Please see the details outlined below and draft contract attached. The previous contract expired due to move dates and cancelled events and the new scheduled event for 29 October 2024 has new scope as outlined in the new contract.

Title	<u>Musical Work Commission for New Embassy Opening</u>		
<b>Procurement Method</b>	Limited Tender	<b>Estimated Value (all taxes inclusive – if any)</b>	US\$12,000.00 (2023-2024 FY) & US\$16,000.00 (2024-2025 FY)
<b>Initial Agreement Period (e.g. estimated start date - end date)</b>	Upon contract signing – 1 December 2024	<b>Funding Source</b>	Departmental & Administered (non-aid)
<b>Extension Option</b>	n.a.	<b>Cost Centre/GL Code</b>	s 22(1)(a)(ii)
<b>Risk – overall assessment</b>	Low		

**Requirement**

DFAT has a requirement for an Australian classical music composer, who represents the Australia-US relationship, to write an original Musical Work which has been created specifically for the Commonwealth and shall be

1. constructed to address the inspired architectural, cultural, and representational elements of the new Bates Smart-designed Australian Embassy in Washington DC,
2. of a quality and standard format that is consistent with similar musical works;
3. written to accommodate performance by at least two musical instruments;
4. approximately of a five (5) to six (6) minute performance length;
5. accompanied by other musical works equalling an approximately 28-30 minute performance length that is either existing musical works written by the Composer.

**Procurement Method**

The proposed approach to market will be Limited Tender to one supplier.

- Michael Grebla

**Value for Money Consideration**

By conducting a Limited Tender to one supplier value for money will be achieved by:

- Calculating appropriate fee range based on industry standard rates for type of commission, length and number of musical works to be created, composer experience and level.
- Composer will also be an Australian government awarded with proven track record of delivery, reliability, and quality.
- Composer will directly arrange and rehearse with two to five performing musicians.
- Composer and musicians will be based in the US.
- At least one of five performers will be Australian to also support Australian musicians in the US.

**ATM/RFQ and Agreement/Contract Templates Proposed**

The process will be conducted using the:

Option 2 – Email request/phone request, Simple Agreement and invoice.

**Risks**

This procurement has been assessed as being low risk.

The following risks have been identified and the proposed mitigation method is:

Risk	Mitigation
Failed delivery within timeline	Choose composer with proven history of delivery to timelines and working with government
Musicians can't perform due to illness or unforeseen circumstances	Request composer arrange for potential back-up musicians

**Attachments**

- Contract draft attached for your review (currently being reviewed by Grebla)

**Declaration by financial Delegate**

In approving the above proposal, I confirm that this approach to market is consistent with required policies and process, including the *Public Governance Performance and Accountability Act 2013*, DFAT's Financial Framework, and DFAT's Procurement Policy. I am satisfied that the method of procurement is commensurate with the scope, scale and risk of the procurement and will ensure value for money.

s 22(1)(a)(ii)

Cultural Arts Program Manager | Strategic Communications  
Embassy of Australia

Ts 22(1)(a)(ii) | Cs 22(1)(a)(ii)

1601 Massachusetts Avenue NW, Washington DC 20036-2273

[usa.embassy.gov.au](http://usa.embassy.gov.au) | [Twitter](#) | [Facebook](#) | [Instagram](#)



© Kim Hill, *Among Women* (2011)

[We acknowledge](#) the Traditional Custodians of Country throughout Australia, and their continuing connection to land, waters and community. We pay our respects to all First Nations peoples, their cultures and to their Elders, past, present and emerging.

# MICHAEL GREBLA

NEW YORK

s 47F(1)

New York, NY, 10029 USA

Phone: s 47F(1)

# INVOICE

DATE May 31, 2024  
Invoice # s 22(1)(a)(ii)

**Bill To: DFAT**

Embassy of Australia  
1601 Massachusetts Ave, NW

Washington DC USA

**Scope:**

DFAT Representative: s 22(1)(a)(ii) @dfat.gov.au

Commissioning, Performance and Recording Project for Embassy Anniversary  
Celebrations Milestones 1 & 3

Description	AMOUNT
Milestone 1	s 47G(1)(a)
Milestone 3	

**TOTAL (USD)**

If you have any questions concerning this quotation, please reach out to s 47F(1)

**THANK YOU FOR YOUR BUSINESS!**



Australian Government  
Department of Foreign Affairs and Trade

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**CONTRACT FOR PROVISION OF SERVICES OUTSIDE AUSTRALIA**

**CONTRACT NO: (INSERT NUMBER)**

**DETAILS SCHEDULE**

**PARTIES**

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

<b>DFAT</b>	<b>s 22(1)(a)(ii)</b>	
<b>Representative:</b>	<b>Director, Strategic Communications</b>	
<b>Notice Details:</b>	<b>Address:</b>	<b>Embassy of Australia Washington D.C.</b>
	<b>Email:</b>	<b>s 22(1)(a)(ii)@dfat.gov.au</b>

**MICHAEL GREBLA (CONTRACTOR)**

<b>Contractor</b>	<b>Michael Grebla</b>	
<b>Representative:</b>	<b>Composer</b>	
<b>Notice Details:</b>	<b>Address:</b>	<b>s 47F(1)</b>
	<b>Email:</b>	

## INFORMATION TABLE

Item	Information		
Item 1	Services:	<i>Are described in Attachment 1 – Service Requirements to this Contract</i>	
Item 2 (clauses 1.1 and 1.2)	Term:	Effective Date:	<i>Date of last Contract signature</i>
		Commencement Date:	<i>Date of last Contract signature</i>
		Expiry Date:	<i>31 December 2024</i>
		Extension Option/s:	<i>n/a</i>
Item 3 (clause 4.1(a))	Service Requirements:	<i>As per Attachment 1 – Service Requirements</i>	
Item 4 (clause 4.1(a))	Location of Services:	Deliverables to be delivered to: Embassy of Australia, 1601 Massachusetts Ave, NW Washington DC USA	
Item 5 (clause 4.1(a))	Timing for Delivery of Services	<i>As per Attachment 1 – Service Requirements</i>	
Items 6 (clause 4.1(b))	Personnel to be used in the Provision of the Services:	<i>Mr Michael Grebla</i>	
Item 7 (clause 9.1)	Contract Price:	<p>The total Contract Price will be: <b>USD \$28,000.00</b></p> <p>Refer to Attachment 2 - Pricing Schedule for further details of the Contract Price and details of payment.</p>	
Item 8 (clause 11.1)	Reimbursable Expenses:	<b>Refer to Attachment 2 – Pricing Schedule.</b>	
Item 9 (clause 20.1)	Contractor Insurance Requirements:	Public liability insurance	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
		Professional indemnity insurance	<input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
Item 10 (clause 443.1)	Governing Law:	The laws of the Australian Capital Territory (ACT) Australia apply to this Contract.	
Item 11 (clause 23)	Contractor's personnel	<p>The Contractor must engage the following subcontractors (Personnel):</p> <p>a. Musical performers (<b>Musicians</b>);</p> <p>b. recording studio;</p> <p>and</p> <p>c. book printing and binding company.</p>	



## 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.

### 2. SERVICES

- 2.1. The Composer 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 Composer comprises the General Conditions of Contract (including the Details Schedule) and any Attachments ('Contract').
- 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 (including the Details Schedule); and
  - (b) the Attachments.

### 4. PROVISION OF SERVICES

- 4.1. The Composer 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 (if any) or otherwise using appropriately qualified, skilled and experienced Personnel;
  - (c) ensuring that the Services are provided 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;
  - (d) to the satisfaction of DFAT acting reasonably; and
  - (e) in accordance with any other requirements specified in the Contract.
- 4.2. The Composer shall promptly notify DFAT if the Composer or any of its Personnel becomes aware that the Composer will be unable to provide all or part of the Services in accordance with the requirements of this clause 4 and the agreed timeline contained in Attachment 1 - Service Requirements.

### 5. REPLACEMENT SERVICES

- 5.1. In the event that the Composer fails to provide all or part of the Services in accordance with this Contract, DFAT may terminate the Contract in accordance with clause 16 and engage a substitute composer to deliver the Services. Composer will provide reasonable efforts to cooperate with any such transition upon DFAT's reasonable request.

### 6. NATURE OF ENGAGEMENT

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

## 7. REMOVAL OF COMPOSER'S PERSONNEL

7.1. DFAT shall pre-approve any Personnel and may reject Personnel prior to the Composer entering into any agreement with its Personnel.

## 8. PRICE BASIS

8.1. Unless otherwise stated in the Details Schedule, the Contract Price is fixed for the duration of the Contract. The Contract Price is inclusive of:

- (a) all materials required to deliver the Attachment 1 - Service Requirements;
- (b) all taxes, duties and government charges imposed or levied the jurisdiction(s) in which the Services will be, or are, provided;
- (c) remuneration to the Composer'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; and
- (d) costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Composer's Personnel.

## 9. PAYMENT

9.1. Subject to clause 11 and the Details Schedule, DFAT must pay:

- (a) the Contract Price to the Composer within 30 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 Composer within 30 days after receipt of a correctly rendered invoice; or
  - (ii) milestone payments, the amount of the relevant milestone payment to the Composer within 30 days after receipt of a correctly rendered invoice, and
- (c) if the Details Schedule provides for the reimbursement of Reimbursable Expenses as set out in item 8 of the Details Schedule, the amount of those Reimbursable Expenses which have been incurred by the Composer in accordance with the Contract, within 30 days after receipt of a correctly rendered invoice.

## 10. INVOICE

10.1. An invoice is correctly rendered under clause 9 if:

- (a) the amount claimed for payment is calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment;
- (b) the Services meet the requirements of the Contract; and
- (c) the invoice:
  - (i) is set out in a manner that enables the DFAT to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
  - (ii) if the Details Schedule provides for the reimbursement of Reimbursable Expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the Reimbursable Expenses must be attached to the invoice; and
  - (iii) contains the Contract number, the name and phone number of the Composer and is addressed as specified in the Details Schedule.

10.2. The Composer shall promptly provide to DFAT such supporting documentation and other evidence reasonably required by DFAT to substantiate performance of the Contract by the Composer or payment of the Contract Price by DFAT.

## 11. REIMBURSABLE EXPENSES

- 11.1. Except as set out in the Details Schedule, the Composer must perform its obligations under this Contract at its own cost and neither the Composer nor any of its Personnel will be entitled to be reimbursed for any Reimbursable Expenses incurred in providing the Services except in accordance with clause 9.1(c) or this clause 11.
- 11.2. Under this contract the Composer is not entitled to reimbursement for travel expenses as travel costs have been included in the total contract prices based on likely rates and the DFAT Non-SES Travel Policy.
- 11.3. If there are additional travel requirements outside of the items cover on this contract, the Contractor must present this for approval by DFAT prior to booking and must retain all receipts. All claims for such reimbursement must be submitted on a valid itemized tax invoice showing price. The maximum amounts to which the Composer is entitled to reimbursement under this clause 11 will be the amounts to which DFAT non-SES personnel are entitled to when travelling regionally.
- 11.4. If the Composer is required to travel under this 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.
- 11.5. If requested by the DFAT Representative, the Composer must provide additional satisfactory evidence to substantiate any specified claim for reimbursement of Reimbursable Expenses 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 Composer as a result of the Composer providing the Services. In doing so, the Composer will be the entity that is taken to be complying with legislative requirements and DFAT will not be seen to be treating the Composer or any of its officers, employees, agents and subcontractors as anything other than an independent contractor.
- 12.2. If the Composer 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 Composer warrants that:
  - (a) 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, including application of a reasonably expected level of musical aesthetic skill and judgement;
  - (b) the Services will be provided by appropriately qualified, skilled and experienced Personnel; and
  - (c) the Services will be provided by the Personnel specified in Item 6 of the Details Schedule where direct involvement would be reasonably expected, including but not limited to, the provision of musical elements.

## 14. USE OF DFAT ITEMS

- 14.1. The Composer must not, and must ensure that its Personnel do not, use any DFAT Items for any purpose other than:
  - (a) a purpose for which that DFAT Item was designed, manufactured or constructed; and
  - (b) for the provision of the Services.
- 14.2. The Composer 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 Composer's other obligations under this Contract or otherwise at law, the Composer 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

- 15.1. Title in, and ownership of all Intellectual Property Rights associated with any Deliverable or material developed by the Composer in connection with this Contract, including the Musical Work ('**Foreground IP**') vests on its creation in the Composer.
- 15.2. The Composer grants to DFAT (or must ensure the grant of) a royalty free, irrevocable, non-exclusive, non-commercial, perpetual, worldwide public live performance licence for use of the Musical Work in connection with the Embassy of Australia in the United States. For clarity, this refers to licencing of the live performance of the "Musical Work" and does not include licencing of the recorded Musical Work. DFAT must obtain written consent from Composer for any potential use of the Musical Work by any third party or if it wishes to alter the Musical Work. Any share of royalties or residuals earned or collected from use of the Musical Work will belong to the Composer.
- 15.3. The Composer warrants that the Musical Work is an original design which has been created specifically for DFAT and will conform with the requirements of the Attachment 1 - Service Requirements.
- 15.4. As permitted by law, the Composer 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.
- 15.5. The Composer 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

- 16.1. DFAT may terminate the Contract if the Composer:
- (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 (Removal of Composer Personnel);
  - (c) breaches the Contract and the breach is not capable of remedy;
  - (d) does not remedy a breach of the Contract which is capable of remedy within the period reasonably specified by DFAT in a Notice of default issued by DFAT to the Composer requiring the Composer to remedy the breach;
  - (e) becomes bankrupt or insolvent; or
  - (f) breaches any of its obligations under clauses 18 (Security) or 19 (Work Health and Safety).

## 17. TERMINATION FOR CONVENIENCE

Not used.

## 18. SECURITY

- 18.1.If DFAT provides the Composer with access to any DFAT premises, area or facility, the Composer must comply with any security and safety requirements as Notified to the Composer by DFAT of which the Composer is aware and ensure that its Personnel are aware of and comply with such security requirements.
- 18.2.DFAT must promptly make the Composer aware of any changes in security and safety requirements referred in clause18.1.

## 19. WORK HEALTH AND SAFETY

- 19.1.The Composer 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 the *Work Health and Safety Act 2011* (Cth) (**WHS Act**);
  - (b) in compliance with the WHS legislation, to the full extent that the WHS legislation applies to the Composer; and
  - (c) in accordance with equivalent local work health and safety legislation.
- 19.2.The Composer agrees, when using the Composer's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety in effect at those premises or in regard to those facilities, as Notified by DFAT or as might be reasonably inferred from the use to which the premises or facilities are being put.
- 19.3.Without limiting any other provision of this Contract, the Composer agrees, on request, to 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.
- 19.4.The Composer acknowledges that DFAT may direct it to take specified measures in connection with the Composer'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 Composer must comply with the direction at its own cost.

## 20. INSURANCE

- 20.1.The Composer shall 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 Composer, providing services similar to the Services, would procure and maintain. Such other insurances shall cover, as a minimum, personal accident, travel, and motor vehicle (where appropriate).
- 20.2.During the period of the Contract, if requested by DFAT, the Composer shall upon request provide certificates of currency for the relevant insurance policies.

## 21. INDEMNITY

- 21.1.The Composer 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 solicitor and own client basis), compensation or expense arising out of or in any way in connection with:
- (a) a default or any unlawful, wilful or negligent act or omission on the part of the Composer or its Personnel; or
  - (b) 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 (or DFAT's use of any Deliverable or material developed or supplied under the Contract).

21.2. To the extent permitted by law, neither party shall be liable to the other party under this Contract for:

- (a) loss of good will;
- (b) loss of business revenue, business opportunity or business profits.

## 22. PRIVACY

22.1. The Composer must during the Term:

- (a) if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the Privacy Act;
- (b) to the extent that different privacy laws apply to DFAT and the Contract, and without limiting clause 22.1(a), conform with the Privacy Act obligations applicable to DFAT, as if they were binding upon the Composer; and
- (c) as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by DFAT, would be a breach of the Australian Privacy Principles.

22.2. The Composer shall 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, in this clause 22, whether by the Composer, its subcontractors or any other of its Personnel to whom the Personal Information has been disclosed for the purposes of the Contract; or
- (b) in relation to Personal Information it or its Personnel 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 Composer 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 Composer's obligations in relation to Personal Information under this Contract, acknowledging DFAT's obligations under the Privacy Act.

22.4. The Composer shall 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 Composer shall 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 Composer shall not disclose any DFAT Confidential Information to any third party without the prior written consent of DFAT. The Composer will not be in breach of this clause 23 in circumstances where it is required by law to disclose any DFAT Confidential Information.

23.2. The Composer shall not participate in any media coverage or make any social media posts relating to this Contract without prior written approval from DFAT.

## 24. CONFLICT OF INTEREST

24.1. The Composer warrants, to the best of its knowledge without making diligent enquiries at the Effective Date, that 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.

24.2. The Composer must Notify DFAT in writing promptly if such a conflict of interest arises, or appears likely to arise.

24.3. Within seven (7) days after giving Notice under clause 24.2, the Composer shall 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 Composer to resolve the issue in a manner proposed by DFAT. If the Composer fails to Notify DFAT in accordance with clauses 24.2 or 24.3 or is unable or unwilling to resolve the issue in the required manner, DFAT may terminate the Contract in accordance with clause 16 (Termination).

## 25. NOTICES

25.1. Any notice, consent, authorisation, approval, or communication under this Contract ('Notice') must be given 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 or to the representative's email address.

25.2. A Notice given in accordance with clause 25 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post on the fifth Business 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 (recipient's 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.

25.3. The Parties shall ensure that accurate contact information is maintained at all times.

## 26. SUBCONTRACTING

26.1. Upon request the Composer shall make available to DFAT the details of all subcontractors engaged to provide the Services under this Contract. The Composer acknowledges that DFAT may be required to disclose such information.

## 27. APPROVALS AND COMPLIANCE

27.1. The Composer 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 Composer 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 Commonwealth policies relevant or applicable to the Contract.

27.2. Where relevant, the Composer shall be responsible for seeking any and all authorisation to use any Commonwealth or DFAT branding or logo images to be utilized in the delivery of the Services.

27.3. DFAT shall provide reasonable assistance for the Composer to meet its obligations in this clause 27, where DFAT deems that it is appropriate to do so.

## 28. DFAT ACCESS

Not Used.

**29. SIGNIFICANT VARIATIONS**

29.1. In the event that DFAT requires alteration under section 6 to the Attachment 1 – Service Requirements which requires the use of a significantly different style or method of performance or significantly affects any Milestone date, or acting on an obligation under this Contract ('**Significant Variation**'), such alteration shall be the subject to amendment to this Contract including financial adjustment in accordance with clause 42.

**30. OWNERSHIP**

Not used.

**31. ASSIGNMENT**

31.1. Neither party shall assign any of its rights under the Contract without the prior written consent of the other party.

**32. RISK OF LOSS AND/OR DAMAGE TO THE DELIVERABLES**

32.1. Where the Composer facilitates delivery of the Deliverables, the Composer shall bear the risk of loss of and/or damage to all Deliverables, until that Deliverable is received by DFAT.

**33. DISPUTE RESOLUTION**

33.1. The parties will try to settle any dispute that arises under this Contract by direct negotiation in good faith between their representatives using their best endeavours to resolve the dispute.

33.2. For any dispute that cannot be resolved under clause 33.1, 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 after receipt of that Notice, 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.

33.3. If the senior representatives cannot resolve the dispute within a further 10 Business Days, either party may commence legal proceedings to attempt to resolve the dispute.

33.4. The Composer shall at all times during the dispute continue to fulfil its obligations under the Contract, unless either directed otherwise by DFAT in writing or if such obligations are the subject of the dispute.

33.5. Each party will bear its own costs for dispute resolution.

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

**34. PUBLICITY**

34.1. The Composer 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.

**35. CHILD PROTECTION POLICY**

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

35.2. If the Child Protection Officer finds that the Composer has failed to comply with the Child Protection Policy, the Composer must promptly, and at the cost of the Composer, take such actions as are required to ensure compliance with the compliance standards specified in the Child Protection Policy.



**36. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH)**

- 36.1. The Composer must comply, and must ensure that its Personnel comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>.
- 36.2. DFAT may conduct a review of the Composer's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy referred to in clause 36.1. DFAT will give reasonable Notice (at least 14 calendar days) to the Composer and the Composer must participate co-operatively in any such review.
- 36.3. The Composer must report to [seahreports@dfat.gov.au](mailto:seahreports@dfat.gov.au) 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. The Composer must report to DFAT any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) Business Days.
- 36.4. In reporting to DFAT as required pursuant to clause 36.3, the Composer must comply with the Privacy Act and the privacy provisions in the DFAT PSEAH Incident Notification Form, available on DFAT's website stated in clause 36.3.

**37. COUNTER-TERRORISM AND SANCTIONS**

- 37.1. The Composer must ensure that:
- (a) individuals, persons, entities or organisations involved in activities under the Contract, including it and its Personnel, 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.
- 37.2. The Composer must immediately inform DFAT if it:
- (a) becomes aware of any link whatsoever between it or its Personnel and any individual, person, entity or organisation involved in Prohibited Dealings;
  - (b) becomes aware that it, any of its Personnel or any individual, person, entity or organisation involved in implementing the Contract is involved in Prohibited Dealings;
  - (c) discovers that 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) becomes aware that 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) becomes aware that 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.
- 37.3. Any breach of this clause 37 will entitle DFAT to issue a Notice under clause 16.1 (Termination for Breach) to terminate the Contract immediately.

**38. ANTI-CORRUPTION**

- 38.1. The Composer 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. Any breach of this clause 38 will entitle DFAT to issue a Notice under clause 16.1 (Termination for Breach) to terminate this Contract immediately.

**39. FRAUD**

- 39.1. This clause 39 applies to any Fraud which relates to the Services or this Contract.

- 39.2. The Composer must not, and must ensure that its Personnel do not, engage in any fraudulent activity. The Composer is responsible for preventing and detecting Fraud.
- 39.3. If the Composer becomes aware of a Fraud, it must report the matter to DFAT in writing within five (5) Business Days. The Composer must investigate the Fraud at the Composer's cost and in accordance with any directions or standards required by DFAT.
- 39.4. After the investigation is finished, if a suspected offender has been identified, the Composer 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.
- 39.5. If the investigation finds the Composer or any of its Personnel has engaged in fraudulent activity, the Composer 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,
- and if the investigation finds that a person other than the Composer or its Personnel has engaged in fraudulent activity, the Composer must, at the Composer's cost:
- (i) take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through fraudulent activity; and
  - (ii) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.

#### **40. GOVERNING LAW AND JURISDICTION**

- 40.1. The laws of the jurisdiction specified in the Details Schedule apply to the Contract.
- 40.2. Both parties submit to the non-exclusive jurisdiction of the jurisdiction specified in the Details Schedule.

#### **41. ENTIRE AGREEMENT AND EXECUTION**

- 41.1. The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.
- 41.2. This Contract may be signed electronically or in any number of counterparts which together will constitute one agreement. Each party may communicate its execution of this Contract by successfully transmitting an executed copy of this Contract by electronic means to the other party.

#### **42. AMENDMENT**

- 42.1. Any amendment to this Contract (including the Services described in Attachment 1) must be in writing and signed by the parties.

#### **43. SEVERABILITY AND WAIVER**

- 43.1. 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.
- 43.2. Any failure by a party to compel performance by the other party of any of the terms and conditions of this Contract will not constitute a waiver of those terms or conditions or diminish the rights

arising from their breach.

#### 44. SURVIVAL

44.1. 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 shall survive.

#### 45. DEFINITIONS

45.1. In this Contract, capitalised terms, abbreviations and acronyms have the meaning given to them in the Details Schedule unless otherwise defined in this clause 45:

**'Acceptance'** means DFAT has by Notice communicated to the Composer that the Deliverable or Milestone requirement is accepted or met at an appropriate quality and standard.

**'Musicians'** means the Composer's Personnel as identified in the Details Schedule.

**'Musical Work'** means the final written musical score and its performance as detailed in the Attachment 1 – Service Requirements.

**'Australian Privacy Principles'** has the same meaning as in the *Privacy Act 1988* (Cth).

**'Business Day'** means a day not being a Saturday, Sunday or declared public holiday in Canberra, New York City, NY or Washington, DC.

**'DFAT Confidential Information'** means any information provided by DFAT to the Composer or which comes into the possession of the Composer in connection with the Services which DFAT has identified as confidential or the Composer ought reasonably to know is confidential.

**'DFAT Items'** means any information (including DFAT Confidential Information), property or facilities made available by DFAT to the Composer for the purpose of the Services.

**'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.

**'Composer'** means the composer listed in 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/Listedterroristorganisations/Pages/default.aspx>).

**'Deliverables'** means any and all of the Deliverables listed in Table 1: Milestone Deliverables of Attachment 1 - Service Requirements.

**'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.

**'General Interest Charge Rate'** means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

**'GST'** means a Commonwealth goods and services tax imposed by the *GST Act*.

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

**'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 recordings, and any other rights resulting from intellectual activity in

the industrial, scientific, literary, artistic, and musical fields recognised in domestic law anywhere in the world.

**'Notice'** has the meaning given in clause 25.1.

**'Notifiable Incident'** has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

**'Personal Information'** has the same meaning as in the *Privacy Act 1988* (Cth).

**'Personnel'** means the employees, officers, subcontractors or agents of the Composer.

**'Privacy Act'** means *Privacy Act 1988* (Cth).

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

**'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;
- (f) directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act; or
- (g) listed on any of the lists mentioned in (b) to (d) inclusive; and/or
- (h) 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;
  - (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 have been pre-approved in writing by DFAT. For clarity Reimbursable expenses do not comprise part of the Contract Price.

**'Relevant Employer'** means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Composer will continue to be obligated as a Relevant Employer for the period of the Contract until the number of its employees falls below 80.

**'Services'** means the services as detailed in the Attachment 1 – Service Requirements.

**'WHS Act'** means *Work Health and Safety Act 2011* (Cth).

**'WHS Legislation'** means the WHS Act, any regulations made under that Act and any corresponding WHS law as defined in section 4 of that Act.

**'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>

45.2. In this Contract a reference to:

- (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

- (c) a party to this Contract or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (d) a clause or attachment is to a clause in, or attachment to, this Contract;
- (e) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (f) anything (including a right, obligation or concept) includes each part of it;
- (g) a singular word includes the plural, and vice versa;
- (h) a word which suggests one gender includes the other genders;
- (i) If a word is defined - another part of speech has a corresponding meaning;
- (j) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (k) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)"; and
- (l) headings are for convenience only, and do not affect interpretation.

SIGNED AS A CONTRACT on the last date appearing below:

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 22(1)(a)(ii) s 22(1)(a)(ii)

-----  
*(signature of authorised representative)* DIRECTOR, STRAT COMMS 3 June 2024 .  
*(print name and position)* *(date)*

In the presence of:

s 22(1)(a)(ii) s 22(1)(a)(ii)

-----  
*(signature of witness)* *(print name of witness)* 3 June 2024  
*(date)*

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

s 47F(1)

-----  
*(signature of representative)* Michael Grebla 31 May 2024  
*(print name)* *(date)*

In the presence of:

s 47F(1) s 47F(1)

-----  
*(signature of witness)* *(print name of witness)* 5/31/24  
*(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 Washington Post requires the Services of the Contractor to provide each of the deliverables as set out in Table 1 below ('the Services').
- 1.2 The purpose of this Attachment is to communicate, to the Contractor, DFAT's requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between DFAT and the Contractor.

### 2. Background

- 2.1 On 29 October 2024 DFAT will celebrate the first anniversary of the Embassy of Australia's new building in Washington, DC with a concert event (Event). To commemorate the building, DFAT approached Monash Scholar and resident of New York City, Australian Composer Michael Grebla to commission a new Musical work to be performed during the Event and to arrange the presentation of other works of his creation for the concert Event. The event will take place between 6pm and 8pm.
- 2.2 Performance shall equal approximately 40 minutes in total length and include the Musical Work accompanied by other existing musical works written by the composer equalling approximately 28-34 minute in performance length.
- 2.3 As started in the previous, expired contract - Contract no. 4600012289 - the Composer will complete the creation of a new original musical work to commemorate the new Embassy's building (Musical Work).
- 2.4 This contract will therefore outline a new set of milestones to reflect the work required to complete the Musical Work and the Event performances on 29 October 2024, and delivery of the physical Musical Work.
- 2.5 The Musical Work is intended to become an additional identifying artistic element of the new Australian Embassy building.

### 3. Skill, Judgment, Concept and Specifications

- 3.1 The Composer warrants that they have the required professional skill and judgment to create the Musical Work and each of the Service requirements as described in section 4 to this Attachment 1.
- 3.2 The Composer shall procure the Musicians as defined in the Details Schedule to the Contract to perform the Musical Work and the other performances of the Event.
- 3.3 The Musical Work shall be constructed to address the inspired architectural, cultural, and representational elements of the new Bates Smart-designed Australian Embassy in Washington DC.
- 3.4 The Musical Work must be:

- (a) specifically designed for DFAT;
- (b) of a quality and standard format that is consistent with similar musical works;
- (c) written to accommodate performance by at least two musical instruments;
- (d) approximately of a five (5) to six (6) minute performance length;

#### 4. Service Requirements

4.1 The Composer shall provide the following Milestones:

- (a) **Milestone 1: Confirmed Musicians & Rehearsal Schedule.** The Composer shall provide written evidence of Musician confirmation of scheduled rehearsal.
- (b) **Milestone 2: Confirmation of Licensing & Record Excerpt.** The Composer shall provide details of confirmed licensing that will be provided to DFAT for use of the Musical Work and a high quality shareable 30 second excerpt of the musical work recorded from rehearsals.
- (c) **Milestone 3:**
  - (1) **Completion of the Musical Work fabrication.** Upon completion of the Musical work, the Composer will provide documentation and audio evidence of the complete Musical Work.
  - (2) **Selection of production company for Musical hard copies.** The Composer shall select a subcontractor as defined in the Details Schedule to produce four (4) bound copies of the Musical Work. The Composer will receive written approval from DFAT of the production details and materials for the four (4) bound copies.
- (d) **Milestone 4:**
  - (1) **Delivery of Four hard copies of Musical Work.** Upon or before arrival to the Embassy for performance rehearsal on 29 October 2024, the Composer shall deliver all four hard copies of Musical Work to DFAT.
  - (2) **Performances.** The Composer shall present the debut of the Musical Work, other works of the Composer's creation (totalling approximately 40 mins), introduce the Musicians and participate in a discussion at the Embassy's Anniversary Concert Event on 29 October 2024.
- (e) **Milestone 5: Delivery of finished/mastered recording.** The composer will deliver the complete mastered recording of the Musician Work as a digital file by 30 November 2024.

4.2 In addition to the above Milestones, the Composer should note that they may be required to undertake media engagement in relation to the Deliverables under this Contract. Any media engagement or social media posts shall be in accordance with clause 23.2 of this Contract and shall only be at the direction or agreement of DFAT.

#### 5. Deliverables

5.1 The Composer must provide each of the Deliverables within each Milestone, as set out in Table 1 below.



Table 1: Milestone Deliverables

No.	Milestone	Location	Milestone section to this Attachment 1	Delivery Due Date
1	Confirmed rehearsal schedule	Via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (a)	
2	Confirmation of Licensing and recording excerpt	Via email to <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (b)	
3	Selection of company for hard copy production and evidence of Musical work completion	Via email to <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (c) (1) (2)	by 27 September 2024
4	Delivery of Musical Work Hard Copies & Concert Performances	1601 Massachusetts Ave NW, Washington DC USA & via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (d) (1) (2)	29 October 2024
5	Delivery of Finished/ Mastered Recording of Musical Work	Via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (e)	30 November 2024

5.2. Before invoicing for payment for any Service Milestone, the Composer must provide evidence to DFAT that such milestones have been completed.

5.3. Where a Deliverable is a plan or report, the Deliverable must be provided in the following format:

- (a) Soft copies: Adobe PDF and Microsoft Word; and appropriate audio files or links; or
- (b) Hard copies: Professionally printed, bound, and signed by the Composer.

#### 6. Requested Alterations

6.1. DFAT may request by Notice, a reasonable number of reasonable alterations, which are not substantially inconsistent with the Service requirements as described in section 4 of this Attachment 1, within 10 Business Days of the Composer's submission of each of the:

- (a) Milestone 2: Evidence of Progress – recording excerpt
- (b) Milestone 3: Evidence of Completion

6.2. A Notice of request for alteration made pursuant to this section 6 shall include an agreed upon date, proposed by the Composer and accepted by DFAT, by which the Composer shall have completed the required alteration.

- 6.3. Within 5 Business Days of receipt of the Notice of request, the Composer shall identify to DFAT any issues with respect to the requested alteration, including any particular areas of concern. Within 15 Business Days of receiving the Composer's alteration, DFAT may:
- (a) Accept the alteration;
  - (b) request one or more additional alterations, that are not substantially inconsistent with any previous alterations provided under this Contract, the requirement for which has arisen as a result of a previous alteration; or
  - (c) reject the design.
- 6.4. Where DFAT requests one or more additional alterations under section 6.3(b), those alterations shall be undertaken in accordance with the requirements of this section 6.
- 6.5. In the event that DFAT requests an alteration that is inconsistent with the requirements of Attachment 1 - Service Requirements, this Contract shall be subject to a contract change, due to Significant Variations, pursuant to clause 29 of the Contract.

## 7. **Completion**

- 7.1. The Composer shall complete production of the Deliverables by the Milestone dates specified in Table 1 of this Attachment 1 - Service Requirements.
- 7.2. If in the opinion of DFAT upon receipt of Milestone 2 and Milestone 3, it is unlikely that the Deliverables will be completed by dates reflected in Table 1 of this Attachment 1 – Service Requirements, DFAT may, engage an appropriate substitute composer and the Composer will provide reasonable efforts to cooperate with any such transitions upon DFAT's reasonable request.
- 7.3. In the event that DFAT takes over this Contract pursuant to section 7.2 of this Attachment 1, DFAT shall give Notice in writing to the Composer of its termination of the Contract pursuant to clause 25 of the Contract.
- 7.4. The Composer shall not be liable for any delay or failure to perform its obligations under this Contract where such failure is due to an act, omission or circumstance over which the Composer could not reasonably have exercised any control. However, in the event of a delay or failure to perform its obligations under this Contract, the Composer shall use its best endeavours to mitigate the consequences of that delay or failure.

## 8. **Acceptance or Rejection of Deliverables**

- 8.1. All Deliverables provided by the Composer shall be subject to Acceptance by DFAT in accordance with this section 8.
- 8.2. The Composer shall, when seeking Acceptance in accordance with this section 8:
- (a) provide the Deliverable to DFAT; or
  - (b) where the Deliverable is a physical item that is not required to be shipped to DFAT for Acceptance, the Composer will provide sufficient photographic, written, or recorded evidence as appropriate, to the satisfaction of DFAT, of completion of the associated Milestone; and

(c) provide any other supporting evidence required by DFAT.

8.3. DFAT shall, within 15 Working Days of the offer of Deliverables for Acceptance:

(a) Accept the Deliverables, by Notice to the Composer; or

(b) reject the Deliverables, in which case DFAT shall notify the Composer by Notice of the reasons for the rejection and the extent of the non-conformance; or

(c) reject the Deliverables and provide the Composer by Notice with a request for alterations, in accordance with section 6.

## 9. **Performance**

9.1. At the performance times specified in Table 1, DFAT shall ensure that the proposed location is prepared and made accessible to the Composer, personnel, and subcontractors for the purposes of the performance of the Musical Work with the appropriate tools, instruments, amplification, lighting and other logistical responsibilities associated with "Back of House".

9.2. The Composer is responsible for requesting the appropriate performance and rehearsal requirements of the Musical Work at the proposed location and will ensure that adequate personnel and their equipment or requirements are maintained overall performance activities.

## 10. **Maintenance**

10.1. The Composer will not be responsible for maintenance or protection of the Musical Work after its Acceptance by DFAT.

## 11. **Repairs of Deliverables**

11.1. For all Deliverables which are in the care, custody and control of DFAT, it is acknowledged that:

(a) any restoration of the Musical Work during the lifetime of the Composer shall require the Composer's written approval. Approval shall be deemed to have been obtained if DFAT provides a Notice of the restoration to the last known address of the Composer and does not receive a reply within ten (10) Business Days; and

(b) to the extent that it is practical, the Composer shall be given the opportunity to undertake any such restoration for a reasonable fee.

## 12. **Authorship**

12.1. DFAT shall use its best endeavours to ensure that a plaque displaying the Composer name is publicly displayed and identified with the Musical Work, as requested by the Composer and as agreed to in writing by DFAT.

12.2. DFAT shall use its best endeavours, wherever practicable, to acknowledge that the Musical Work is the work of the Composer in any photographs, books, videos, presentations or other promotional material including the Musical Work, which is produced by DFAT. This clause is to be read in conjunction with clause 15 of the Contract.

**ATTACHMENT 2 – PRICING SCHEDULE**

1. Subject to clause 8 (Price Basis) of the General Conditions of Contract, the Contract Price is \$28,000.00 in milestone payments.
2. Subject to clause 9 (Payment) of the General Conditions of Contract, the Contract Price is payable by DFAT in the following instalments.
  - a. **s 47G(1)(a)** upon completion of Milestone 1, Confirmation of all musicians and rehearsal schedule.
  - b. **s 47G(1)(a)** upon completion of Milestone 3, Completion of the Musical Work Fabrication.
  - c. **s 47G(1)(a)** upon completion of Milestone 4, Delivery of Four Hard Copies of Musical Work and Performance.
  - d. **s 47G(1)(a)** upon completion of Milestone 5, Delivery of mastered recording of Musical Work.
3. The composer may submit a claim for payment of each instalment following completion of the relevant milestone.
4. Subject to clause 11 (Reimbursable expenses), travel, accommodation, and associated travel incidentals (as outlined in the provided DFAT travel allowance guidelines) for the Composer and Musicians is included in the Contract price and are not reimbursable.

No.	Milestone	Location	Milestone section to this Attachment 1	Delivery Due Date	Price (USD)
1	Confirmed rehearsal schedule	Via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (a)		<b>s 47G(1)(a)</b>
2	Confirmation of Licensing and recording excerpt	Via email to <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (b)		
3	Selection of company for hard copy production and evidence of Musical work completion	Via email to <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (c) (1) (2)	by 27 September 2024	
4	Delivery of Musical Work Hard Copies & Concert Performances	1601 Massachusetts Ave NW, Washington DC USA & via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (d) (1) (2)	29 October 2024	
5	Delivery of Finished/ Mastered Recording of Musical Work	Via email to <sup>s 22(1)(a)(ii)</sup> <a href="mailto:@dfat.gov.au">@dfat.gov.au</a>	4.1 (e)	30 November 2024	

# MICHAEL GREBLA

# INVOICE

NEW YORK

s 47F(1)

New York, NY, 10029 USA

Phone: s 47F(1)

DATE October 29, 2024  
Invoice # s 22(1)(a)(ii)

**Bill To: DFAT**

Embassy of Australia  
1601 Massachusetts Ave, NW

Washington DC USA

**Scope:**

DFAT Representative: s 22(1)(a)(ii) @dfat.gov.au

Commissioning, Performance and Recording Project for Embassy Anniversary  
Celebrations Milestones 4

Description	AMOUNT
Milestone 4	s 47G(1)(a)
<b>TOTAL (USD)</b>	

If you have any questions concerning this quotation, please reach out to s 47F(1)

**THANK YOU FOR YOUR BUSINESS!**

Column A	Column B	Column C	Column D	Column E	Column F	Column G
<p><b>Include</b> will reveal rows (below) containing some pre-populated mitigation strategies for the risk in the next column. You can edit these strategies to suit your project. <b>Please DO NOT insert or delete rows</b></p> <p><b>Exclude</b> indicates you do not expect the risk in Column B (next) to occur.</p>	<p><b>You cannot change these risks. If you wish to add more, scroll down and enter them in blank sections provided at the end of this table.</b></p> <p>Pre-populated procurement related risk. Select <b>Include</b> from the previous column (column A) if this risk applies to your project OR <b>Exclude</b> if it does not.</p>	<p>If you have <b>Included</b> this risk (Columns A) Select the <b>Likelihood</b> of the risk occurring</p>	<p>If you have <b>Included</b> this risk (Column A) Select the <b>Consequence</b> (Impact) of the risk occurring</p>	<p><b>Cannot Edit - Auto Calculated Initial Risk</b> (Likelihood X Cosequence)</p>	<p><b>Use ONLY if you have included this risk</b> (Column A) Select a <b>Residual Risk</b> after mitigation strategies.</p>	<p>Warnings</p>
<b>Exclude</b>	Quotations / tenders do not address DFAT's requirements (eg. supplier misunderstands/misinterprets the requirement)	s 47E(d)				
<b>Exclude</b>	No responses to the department's request for quotes / tenders					
Include	Non-Compliance with the Commonwealth procurement policies and legislative requirements					
Include	The procurement process has to be discontinued / ceased as a result of a probity incident during the planning stage					
<b>Exclude</b>	The procurement process has to be cancelled due to change of scope after suppliers have been invited to provide quotes / tenders					
<b>Exclude</b>	Non-compliance with procurement policy					
<b>Exclude</b>	Requirements / scope not fully defined due to lack of time to develop the approach to market / statement of requirements / contract					
<b>Exclude</b>	None of the submissions meet the department's requirements					
Include	Inability to obtain and retain necessary level of resources to see through the procurement project					
<b>Exclude</b>	All suppliers do not have the same understanding of the requirements.					
Include	DFAT Confidential information inappropriately disclosed					
Include	Complaints from potential suppliers and/or adverse media coverage					
Include	External influences impact on the procurement process (e.g. change of government, change in policy direction)					
Include	Potential suppliers may not have necessary financial ability to meet costs / damages in the event of future litigation due to non-performance or breach of contract.					
<b>Exclude</b>	The project itself is inherently complex (e.g technically, legally or financially)					
Include	The project is potentially controversial or politically sensitive					
Include	Scope creep / cost blow-out					
Include	Supplier(s) fails to agree to a critical contract clauses (e.g. insurance requirements, limitation of liability etc)					
Include	Supplier non-performance leading to dispute / litigation					
Include	A dispute arises or DFAT is sued based on DFAT's actions					
Include	Failure to establish legal status of contractor / contractor has no legal status required to enter into a contract.					
Include	Inappropriate disclosure of information to suppliers					
Include	Validity of offers / quotes expires because of delays in completing the evaluation					
Include	Inappropriate disclosure of bids / content of bids to other suppliers or staff not involved in the procurement process.					
Include	Complaint from supplier					
Include	Supplier(s) fails to agree to a critical contract clauses (e.g. insurance requirements, limitation of liability etc)					
<b>Exclude</b>	Supplier(s) require DFAT to agree to contingent liabilities (e.g. partially or fully indemnifying the supplier etc).					
Include	Work commencing before a contract is executed					
Include	Unknowingly enter into a contract due to suppliers misunderstanding our position during negotiations					
Include	Contract changes not formalised (e.g. scope, duration, value etc)					
Include	Contractor not prepared to agree to contract variations					
Include	Non-compliance with procurement policy					
<b>Exclude</b>	Supplier's prior poor performance in WHS matters leading to delays in contract delivery					
<b>Exclude</b>	Services procured have inherent risks posing a threat to the health and safety of workers and others					
Include	Contractor is not adhering to health and safety practices leading to an unsafe work environment					
Include	Disputes or misunderstanding regarding WHS obligations leading to contract management / delivery issues					
Include	Failure to deliver the required quality outcome within the forecasted budget and timeline					
Include	Performance failure as a result of the COVID-19 pandemic					
<b>Exclude</b>	Failure to implement appropriate transition from practical completion to full operation and hand-over. Including defects and on-going maintenance					
<b>Exclude</b>	Obtaining all local approvals and completing construction in a manner which will enable local approvals (and others as required) for occupancy to be achieved, i.e. compliance to US codes and standards, including the Australian Disability Discrimination Act (DDA)					
Column A	Column B	Column C	Column D	Column E	Column F	Column G

# MICHAEL GREBLA

NEW YORK

s 47F(1)  
New York, NY, 10029 USA  
Phone: s 47F(1)

# INVOICE

DATE December 16, 2024  
Invoice # s 22(1)(a)(ii)

**Bill To: DFAT**

Embassy of Australia  
1601 Massachusetts Ave, NW

Washington DC USA

**Scope:**

DFAT Representative: s 22(1)(a)(ii) @dfat.gov.au

Commissioning, Performance and Recording Project for Embassy Anniversary  
Celebrations Milestones 5

Description	AMOUNT
Milestone 5	s 47G(1)(a)

**TOTAL (USD)** \_\_\_\_\_

If you have any questions concerning this quotation, please reach out to s 47F(1)

**THANK YOU FOR YOUR BUSINESS!**