

American Australian Association Inc.

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**INVOICE**

BILL TO
 Tanya Bennett
 Department of Foreign Affairs and Trade

INVOICE s 22(1)(a)(ii)
DATE 11/22/2024
TERMS Net 30
DUE DATE 12/22/2024

DESCRIPTION	QTY	RATE	AMOUNT
2024/25 G'Day USA Founding Partner Contribution	1	100,000.00	100,000.00

Thank you for your support.

BALANCE DUE

\$100,000.00

All amounts are in USD unless otherwise specified.

s 47G(1)(a), s 47G(1)(b)

G'Day USA**DEED of AGREEMENT**

This Deed of Agreement amends, restates, supersedes and replaces the Deed of Agreement among the parties hereto deemed effective as of 1 December 2019 and that expired on 1 December 2021.

The undersigned parties agree to the formation of an association ("Association") to develop and manage the annual G'Day USA program in the United States as set forth in this Deed of Agreement ("Agreement"). Accordingly, the parties agree as follows:

1. **Name:** The name of the Association is "G'Day USA" and references herein to "G'Day USA" mean the Association.
2. **Principal Place of Business:** The Association's principal office shall be at the New York office of American Australian Association, Inc. (the "AAA"). The principal office may be changed from time to time, and other offices may be established.
3. **Term:** This Agreement shall be deemed effective as of 2 December 2021 and shall continue until 1 December 2023 unless it is terminated earlier. The Association shall be deemed to be created on the date this Agreement becomes effective. The members of the Association shall be those persons designated in Table 1 of Attachment A. The members may agree to extend this Agreement for a further period of two years commencing on 2 December 2023 and ending on 1 December 2025 by mutual agreement in writing, which is to be given prior to the expiration of the current term. Any member may withdraw at any time on sixty (60) days' written notice to the Executive Committee (as constituted pursuant to Clause 7). Each member agrees to continue to comply with Clause 11, notwithstanding its withdrawal, in relation to any event that occurred during its membership which gave rise to a Liability. Additional members may be added at the discretion of the Executive Committee who shall consult all other members of Association prior to the appointment of any additional member. Each additional member will be required to accede to the terms of this Agreement as a condition of membership. The Executive Committee shall amend Table 1 of Attachment A to reflect the withdrawal or addition of members. The Association also may enter into arrangements with individuals or organizations to become Strategic Partners of the Association through Strategic Partnership Agreements. The Executive Committee will consult all other members of the Association on the engagement of a Strategic Partner prior to entering into a Strategic Partnership Agreement. While Strategic Partners have an important role in the development and delivery of the annual G'Day USA program, they are not members of the Association for the purposes of this Agreement.
4. **Purpose:** The purpose of the Association is to develop, manage and advance G'Day USA events aimed at promoting a positive image of Australia in the United States, advancing Australian commercial and investment objectives in the United States, showcasing Australia's innovative and creative economy and society in the United States, and supporting the Australia-United States bilateral relationship and Alliance.
5. **Powers:** The Executive Committee is empowered to do any and all things necessary, appropriate, convenient for or reasonably incidental to the furtherance and

accomplishment of the purpose of the Association, and for the protection and benefit of the Association, including but not limited to the following: (a) recommending the entering into and performing of contracts; and (b) managing the bringing and defending of actions at law or equity. In performing these powers, the Executive Committee must comply with any limitation or restriction set out in this Agreement.

6. Contracting: Where the Executive Committee recommends that a contract be entered into, the contract will be entered into on behalf of the Association by the AAA, in accordance with the requirements applicable to the Association and the AAA.

7. Governance: An Executive Committee, comprised of one or more senior representatives of the members specified in Table 2 of Attachment A, shall provide strategic guidance and oversight of the Association. The Executive Committee shall meet at least quarterly at the times and on dates agreed by the members of the Executive Committee. Executive Committee meetings shall be chaired by a representative of the AAA. All decisions and action by the Executive Committee is to be taken by consensus (i.e., all such decisions shall be unanimous). The Executive Committee may establish, and delegate authority to, Sub-Committees for the day-to-day furtherance and accomplishment of the purposes of the Association. The decisions and deliberations of the Executive Committee shall be informed by the advice and recommendations of the Sub-Committees. The Executive Committee may also delegate authority and responsibilities to the members, and may designate officers and grant to such officers such authority as the Executive Committee deems appropriate, provided that any delegated authority is exercised in accordance with the internal rules and procedures of the AAA. The Executive Committee shall, at least once each quarter, invite all non-Executive Committee members to participate in a meeting of the Executive Committee to discuss G'Day USA activities and events as well as opportunities for private sponsorship. Members of the Association may at any time contribute sponsorship on a case by case basis, in line with their priorities. Strategic Partners may be invited to participate in the Executive Committee as non-decision making members of the Executive Committee.

8. Certain Caveats: Nothing in this Agreement is intended to create a relationship of partnership, trust or agency between the members. Each member acknowledges and agrees that Association funds will be managed on behalf of the Association by the AAA and in accordance with the financial rules and regulations applying to that entity under the relevant laws of the United States of America. Each member further acknowledges and agrees that nothing in this Agreement shall require, and the Executive Committee shall take no action that would require, in each case as determined by the AAA, the AAA to take any action or enter into any contract that would jeopardize the AAA's legal standing or its status as a not-for-profit organization under Section 501(c)(3) of the U.S. Internal Revenue Code, is not permitted by the AAA's corporate governance documents (including its charter, by-laws and corporate resolutions) or is determined by the AAA as not being in the best interests of the AAA.

9. Financial Contribution and Accountability: The Executive Committee is responsible for obtaining financial contributions to fund the Association each year. Financial contributions may be in the form of cash or in-kind resources, and may be sought from each member as co-sponsor, or from private persons (including a company) wishing to sponsor any part of the Association in that year. The AAA will hold all such financial contributions on behalf

of the Association, and any funds carried forward from the preceding financial year (together, 'the Association funds'), exclusively for the purposes as outlined in Clause 4. The Executive Committee shall approve the expenditure of all Association funds, and in approving such expenditure, shall have regard to any financial rules and regulations of the AAA. In approving the expenditure of Association funds the Executive Committee shall seek to ensure that such expenditure is an efficient and effective use of that money and represents value for money. The Executive Committee shall not recommend commitments that extend beyond the Australian financial year (1 July-30 June). The AAA, acting on behalf of the Association, shall promptly bank all receipts of money on behalf of the Association and pay all invoices submitted to the Association against the terms of an agreement or contract with the Association that has been approved for payment by the Executive Committee.

10. The AAA shall provide the Executive Committee with a financial report of all funds received and expended on behalf of the Association on a regular basis (at least monthly) and within 60 days of the end of each year's Association activities and within 60 days of the end of each United States financial year (1 January-31 December), or at such other time and within such timeframe as the Executive Committee requests. Each financial report must be sufficiently detailed to ensure that each member of the Association is able to satisfy its financial and reporting obligations under its financial management and accountability legislation and policy. On the expiration or earlier termination of this Agreement, the AAA shall return any unused Association funds to sponsors that have sponsored an Association activity or event in the preceding 6 months (or within such other timeframe that may be agreed by the Executive Committee) in accordance with the pro-rata share of each sponsor's financial contribution.

11. Liability: In this Agreement, "Liability" means any debt, cause of action, claim, proceeding, suit or demand of any nature howsoever arising and includes the costs and expenses incurred in defending or resolving such debt, cause of action, claim, proceeding, suit or demand. Where financial contributions to the Association are insufficient to satisfy a Liability incurred as a result of activities within the scope of this Agreement, each member agrees to contribute in equal shares to the balance of such Liability for a cause of action that arose whilst a member was part of the Association. However, a member will be solely responsible for any Liability that was incurred as a result of: (i) an act by that member that is not within the scope of this Agreement; (ii) an act by that member within the scope of this Agreement but not authorized by the Executive Committee; or (iii) any act by that member held to be lawfully wrong or illegal, unless the act was authorized by the Executive Committee. In addition, the Executive Committee shall ensure that the Association, or a member, does not indemnify a supplier under any contract or agreement for the purpose of G'Day USA without express written approval of each member. Each member agrees to notify the Executive Committee as soon as possible after it becomes aware of any potential claim which may require other members of the Association to share Liability, and to keep the Executive Committee informed of progress of the matter. A member shall not, without the prior approval of the Executive Committee, make any decision in the course of management of a potential claim which would give rise to a Liability to be shared under this Clause 11.

12. Property: All property, including intellectual property, acquired, leased or brought into existence on behalf of or through the activities of the Association shall be owned at all times by the individual member or members that acquired, leased or caused the creation of

such property. Each member will make available all necessary tangible property to the other members for use as appropriate to achieve the purposes of the Association. Each of the members hereby grants to the other members a nonexclusive, royalty-free license to use the intellectual property of such member set forth opposite such member's name on Attachment B hereto. For avoidance of doubt, the AAA grants to the other members a non-exclusive, royalty-free license to use any intellectual property acquired under any contract entered into on behalf of the Association by the AAA. Each member's license shall be revoked if the owner of the intellectual property ceases to be a member of the Association or upon the dissolution of the Association. A member's license shall be revoked if that member ceases to be a member of the Association. For avoidance of doubt, Austrade, DFAT, Qantas and Tourism Australia license to the AAA the name and logo of G'Day USA for the term of this Agreement. The AAA undertakes to promptly inform Austrade, DFAT, Qantas and Tourism Australia if it becomes aware of any infringement or alleged infringement by any third party of the G'Day USA name and logo to enable action to be taken against that third party for the infringement or alleged infringement.

13. Dispute resolution: The Executive Committee shall, in the first instance, attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement ("dispute"). In the event that such dispute is not resolved by the Executive Committee within a reasonable period of time (which shall not exceed 30 days), a member may give notice to the other members setting out details of the dispute before commencing arbitration or legal proceedings (except for urgent interlocutory relief). During the 14 days after a notice is given (or longer period if the members agree), each member agrees to use its best efforts through a meeting of personnel at not less than First Assistant Secretary (or equivalent) level to resolve the dispute. If members cannot resolve the dispute within that period, any member by notice to the other members can request the dispute to be referred to a mediator. The mediator shall be appointed by agreement of the members, and if not agreed within seven (7) days, the chairperson of the Resolution Institute (ABN 69 008 651 232) or the Resolution Institute chairperson's nominee will appoint a mediator. The role of the mediator is to assist the members in negotiating a resolution of the dispute. A mediator may not make a binding decision on a member except if all members agree in writing. Unless agreed by the mediator and members, the mediation shall be held within 21 days of the request for mediation. The parties shall attend the mediation and act in good faith to genuinely attempt to resolve the dispute. Each party shall pay its own costs of complying with this clause. The members to the dispute agree to equally share the payment of the costs to any mediator.

14. Notices: All notices and other communications hereunder shall be in writing and shall be deemed to have been received only if and when (a) personally delivered, (b) if emailed, when sent to the email address set forth in Table 2 of Attachment A with a request for a 'read receipt', and once the recipient has sent a 'read receipt', (c) if mailed, on the third day after mailing, by United States mail, first class, postage prepaid, by certified mail, return receipt requested or the Australian equivalent (or the eighth day after the date of mailing if posted to or from a place outside the United States or Australia), or (d) delivered by overnight courier addressed in each case to the address set forth on Table 2 of Attachment A (or to such other address as may be specified by like notice).

15. General Provisions: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This Agreement may be executed in counterparts. This Agreement constitutes the full and complete agreement of the parties with respect to the subject matter hereof; and this Agreement supersedes any and all prior oral or written discussion between the parties; and no amendment or modification of this Agreement or the terms hereof shall be made except in writing signed by all of the members.

16. Governing Law: This Agreement will be governed by the laws of the Australian Capital Territory, and each member irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

17. Status of this Agreement: It is the intention of the parties that this Agreement be legally binding.

In witness whereof, the members have executed this Deed of Agreement on the date(s) set out below.

Executed as a deed

SIGNED, SEALED and DELIVERED for and on behalf of the **American Australian Association** [EIN 13-6151807] by its duly authorized representative

s 22(1)(a)(ii)

John Berry
Name of authorized representative

Signature of authorized representative

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

s 22(1)(a)(ii)

Name of witness

Signature of witness

June 21, 2022

Date

SIGNED, SEALED and DELIVERED for and on behalf of the Commonwealth of Australia represented by the **Australian Trade and Investment Commission** (ABN 11 764 698 227)

s 22(1)(a)(ii)

Nick Nichles

Name of delegate

Signature of delegate

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

s 22(1)(a)(ii)

Name of witness

20 June 2022

Date

Signature of witness

G'Day USA
Deed of Agreement

SIGNED, SEALED and DELIVERED for
and on behalf of the Commonwealth of
Australia represented by the **Department of
Foreign Affairs and Trade** (ABN 47 065 634
525)

Name of delegate

Signature of delegate

In the presence of:

Name of witness

Signature of witness

Date

SIGNED, SEALED and DELIVERED for
and on behalf of the **Qantas Airways** (ABN 16
009 661 901) by its duly authorized
representative

Name of authorized representative

Signature of authorized representative

In the presence of:

Name of witness

Signature of witness

Date

SIGNED, SEALED and DELIVERED for
and on behalf of the **Tourism Australia** (ABN
99 657 548 712) by its duly authorized
representative

s 22(1)(a)(ii)

Chris Allison
Name of authorized representative

Signature of authorized representative

In the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)
Name of witness

Signature of witness

23 Aug 2022
Date

ATTACHMENT A**Table 1 – Members and member representatives of the Association (Article 1)**

Member	Representative
American Australian Association, Inc.	Ambassador John Berry (Rtd) President American Australian Association 50 Broadway Ste 2003, New York, NY 10004
Austrade	Mr Nick Nichles Australian Consul-General San Francisco 575 Market St, San Francisco, CA 94105
DFAT	Ms Jane Duke Australian Consul-General Los Angeles Century Plaza Towers - 31st Floor 2029 Century Park East, Century City Los Angeles CA 90067 Mr Damien Miller Minister Counsellor (Communications and Public Diplomacy) Australian Embassy, Washington 1145 17 th St Nw Suite GP410 Washington DC 20036
Qantas	Mr Stephen Thompson Senior Vice Executive, The Americas, New Zealand and Japan 10 Bourke Road, Mascot NSW 2020, Australia
Tourism Australia	Mr Chris Allison Vice President, The Americas Tourism Australia 2029 Century Park East, Suite 3150, Los Angeles 90067, USA

Table 2 – Members of the Executive Committee (Article 7)

Member	Name of representative
American Australian Association, Inc.	<p>Ambassador John Berry (Rtd) President American Australian Association, Inc.</p> <p>Craig Chapman Board Chairman American Australian Association, Inc Partner, Sidley Austin LLP</p>
DFAT	<p>Jane Duke Australian Consul-General Los Angeles</p> <p>Damien Miller Minister Counsellor (Communications and Public Diplomacy) Australian Embassy, Washington</p>

G'Day USA
Deed of Agreement

ATTACHMENT B
(Article 12)

<u>Name of member</u>	<u>Intellectual property</u>
American Australian Association	
Australian Trade and Investment Commission (Austrade)	G'Day USA - name and logo
Department of Foreign Affairs and Trade	G'Day USA - name and logo
Qantas Airways	G'Day USA - name and logo
Tourism Australia	G'Day USA - name and logo






G'Day USA Deed of Agreement - 2021-2023 - Austrade AAA TA Signed

Final Audit Report

2022-08-23

Created:	2022-08-23
By:	Chris Allison (callison@tourism.australia.com)
Status:	Signed
Transaction ID:	s 22(1)(a)(ii)

"G'Day USA Deed of Agreement - 2021-2023 - Austrade AAA T A Signed" History

-  Document created by Chris Allison (callison@tourism.australia.com)
2022-08-23 - 5:26:30 PM GMT
-  Document emailed to s 22(1)(a)(ii) @tourism.australia.com) for signature
2022-08-23 - 5:26:57 PM GMT
-  Email viewed by s 22(1)(a)(ii) @tourism.australia.com)
2022-08-23 - 5:27:38 PM GMT
-  Document e-signed by s 22(1)(a)(ii) @tourism.australia.com)
Signature Date: 2022-08-23 - 5:28:02 PM GMT - Time Source: server
-  Agreement completed.
2022-08-23 - 5:28:02 PM GMT

G'Day USA**DEED of AMENDMENT**

The undersigned parties entered in a Deed of Agreement deemed effective as of 2 December 2021 forming an association to develop and manage the annual G'Day USA program in the United States (**Agreement**). The parties now agree to extend the term of the Agreement, and amend the Agreement, in accordance with this Deed of Amendment.

1. **Term:** This Deed of Amendment shall be deemed effective as of [October 1, 2023] (the "Effective Date").

2. **Extension:** The parties agree to extend the Agreement for a further period of two years commencing on 2 December 2023 and ending on 1 December 2025, in accordance with Clause 3 of the Agreement.

3. **Amendment:** The parties agree that on and from the Effective Date, the Agreement is amended by deleting the text at Attachment A of the Agreement, and replacing it with the text at Attachment A to this Deed of Amendment. The members confirm that, except as provided for in this Deed of Amendment, no other amendments are made to the Agreement.

4. **Costs:** The parties will bear their respective costs and expenses of and incidental to preparing and carrying into effect this Deed of Amendment.

5. **Counterparts:** This Deed of Amendment may be executed in counterparts.

6. **Governing Law:** This Deed of Amendment will be governed by the laws of the Australian Capital Territory, and each member irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

In witness whereof, the parties have executed this Deed of Amendment on the date(s) set out below.

Executed as a deed

SIGNED, SEALED and DELIVERED for and on behalf of the **American Australian Association** [EIN 13-6151807] by its duly authorized representative

s 22(1)(a)(ii)

John Berry
Name of authorized representative

[Signature]
Signature of authorized representative

In the presence of:

s 22(1)(a)(ii)

[Signature]
Name of witness

[Signature]
Signature of witness

[Signature]
Date

SIGNED, SEALED and DELIVERED for and on behalf of the Commonwealth of Australia represented by the **Australian Trade and Investment Commission** (ABN 11 764 698 227)

s 22(1)(a)(ii)

Odette Hampton
Name of delegate

[Signature]
Signature of delegate

In the presence of:

s 22(1)(a)(ii)

[Signature]
Name of witness

[Signature]
Signature of witness

28 / 09 / 23
Date

G'Day USA
Deed of Agreement

SIGNED, SEALED and DELIVERED for
and on behalf of the Commonwealth of
Australia represented by the **Department of
Foreign Affairs and Trade** (ABN 47 065 634
525)

s 22(1)(a)(ii)

Jane Duke
Name of delegate

Signature of delegate

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

s 22(1)(a)(ii)

Name of witness

Signature of witness

28/9/2023
Date

SIGNED, SEALED and DELIVERED for
and on behalf of the **Qantas Airways** (ABN 16
009 661 901) by its duly authorized
representative

s 22(1)(a)(ii)

Oronzo Miccoli
Name of authorized representative

Signature of authorized representative

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

s 22(1)(a)(ii)

Name of witness

Signature of witness

09/14/2023
Date

SIGNED, SEALED and DELIVERED for
and on behalf of the **Tourism Australia** (ABN
99 657 548 712) by its duly authorized
representative

Chris Allison, Vice President Americas
Name of authorized representative

s 22(1)(a)(ii)

Signature of authorized representative

In the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of witness

Signature of witness

Sep 20, 2023

Date

ATTACHMENT A

Table 1 – Members and member representatives of the Association (Article 1)

Member	Representative
American Australian Association, Inc.	Ambassador John Berry (Rtd) President American Australian Association 600 Third Ave, 34 th Floor New York, NY 10016
Austrade	Ms Odette Hampton Australian Consul-General San Francisco 575 Market St, San Francisco, CA 94105
DFAT	Ms Jane Duke Australian Consul-General Los Angeles Century Plaza Towers - 31st Floor 2029 Century Park East, Century City Los Angeles CA 90067 Mr Damien Miller Minister Counsellor (Communications and Public Diplomacy) Australian Embassy, Washington 1145 17 th St Nw Suite GP410 Washington DC 20036
Qantas	Mr Oronzo Miccoli Senior Executive Vice President, The Americas 8000 World Way West, Level 2, Los Angeles, CA 90045
Tourism Australia	Mr Chris Allison Vice President, The Americas Tourism Australia 2029 Century Park East, Suite 3150, Los Angeles 90067, USA

Table 2 – Members of the Executive Committee (Article 7)

Member	Name of representative
American Australian Association, Inc.	Ambassador John Berry (Rtd) President American Australian Association, Inc. Mr Craig Chapman Board Chairman American Australian Association, Inc
DFAT	Ms Jane Duke Australian Consul-General Los Angeles Mr Damien Miller Minister Counsellor (Communications and Public Diplomacy) Australian Embassy, Washington