



PO Box 2311
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 159 High Street
 Prahran VIC 3181
 ABN: 42 114 669 224 - Incorporating Incisive Edge Solutions

FOI 25-171 - Document 1
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3 August 2023

CONTRACT CONFIRMATION

Details of the engagement between your company and Inform Communicate Motivate International (Australia) Pty Ltd ACN 114 669 224 ("ICMI") are on the Terms & Conditions attached and are confirmed as follows:

Contract Information	
Contract No:	ICMI-36198
Talent:	Celia Pacquola
Client:	s22(1)(a)(ii) Department of Infrastructure, Transport, Regional Development, Communications and Arts ACT Main: 02 62 s22(1)(a) Email: s22(1)(a)(ii) @infrastructure.gov.au
Engagement:	Mental Health Month – Speaker Event – The truth about anxiety
Presentation:	30min Fireside Chat – (questions provided in advance) Topic: Questions will be discussing Celia's journey with depression and anxiety as it affects a lot of us every day in our home and work lives. * To be discussed and confirmed during briefing call
Date:	Wednesday, 4 October 2023
Timings:	Arrival onsite: 12:30pm Presentation: 1:00pm - 1:30pm
Venue:	Department of Infrastructure, Transport, Regional Development, Communications and the Arts (DITRDCA) office Ngilimada room 111 Alinga St Civic, ACT 2601 *A visitor pass and staff member will be there to welcome upon arrival.
Onsite Contact:	Name: s22(1)(a)(ii) Business Mobile: s22(1)(a)(ii) Personal: s22(1)(a)(ii)
Audience:	Approx. 50-80 pax in attendance + more on screen Australian Public service officials, from graduates to Senior Executive including the Secretary Mr Jim Betts A range of ages, demographics, interests and experiences.
Dress:	Business casual attire
Fees & Expenses Payable by client :	
	GST @ 10%
Fee:	AUD \$14,000.00 \$1,400.00
Admin Fee:	AUD \$299.00 \$29.90
Payment Details - please see attached invoice	
Production Requirements:	Client to provide: * Requirements to be discussed and confirmed during briefing call

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<p>Travel & Accommodation:</p>	<p>ICMI to arrange / Client to cover: - Return fully flexible economy class airfares, ex Melbourne</p> <p>Talent to arrange / Client to cover: - All Uber/taxi ground transfers in home port and destination</p> <p>Client to arrange and cover: - Reasonable meals and refreshments</p>
<p>Approximate Travel Costs:</p>	<p>Based on the above requirements, approximate travel costs for this engagement comes to \$1,103.00</p> <p>For more information regarding travel costs, Please click here</p>

Briefing :

<p>Briefing:</p>	<p>Talent to contact client no later than three weeks prior to date of engagement for a detailed briefing.</p>
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<p>Briefing Contact:</p>	<p>Name: s22(1)(a)(ii) Business Mobile: s22(1)(a)(ii) Personal: s22(1)(a)(ii) *Happy to arrange a Microsoft Teams link if easier</p>
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Special Requirements :

Client Notes :
 *** Request to record highlights reel ***
 Client has indicated this event will be filmed for the purpose of producing a highlights reel. Talent has approved for presentation to be recorded on this occasion.

- Purpose of highlights reel: For Departmental staff who are on leave or unwell on the day of the event to listen and participate
- Duration of recording: 30 mins
- Distribution platforms for recording: DITRDCA internal platform (Vimeo)
- Who will have access to recording: only DITRDCA staff
- Additional notes: Live streaming and recording available on a password protected site for a period of up to two weeks through the Department's internal servers has been agreed. Recording will be destroyed after 2 weeks from the date of filming of the event.

Taxi transfers will be invoiced post event.

Important information

On your direction the Talent has now committed to your requirements.

As from the time you verbally confirmed the Engagement, **the Talent will not accept any other work which will conflict with yours, subject to you paying the deposit.** This Contract Confirmation confirms the existing arrangements as agreed between us.

To protect both your interests and those of the Talent, please note in particular clauses 7, 8, 10 and 16 of our standard Terms and Conditions, which are attached. If you have any queries in relation to the Terms and Conditions, please contact us.

Please check all details as they appear in this Contract Confirmation, then sign the copy and return it to ICMI. Retain the original Contract Confirmation for your records. **Failure to sign this Contract Confirmation does not cancel the Contract or relieve you of your obligations.**

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This Contract is entered into on 2 Aug 2023 between Information Communication Motivate International (Australia) Pty Ltd ACN 114 669 224, of 159 High Street, Prahran, Vic, 3181 ("ICMI") and Department of Infrastructure, Transport, Regional Development, Communications and Arts as detailed in the Contract Information ("Client") pursuant to which the client engages ICMI to procure the service of the Specialist for the Engagement as set out above ("Engagement")

ICMI Consultant: s47F

The ICMI support office handles all queries regarding your contract.
For immediate assistance please contact the following:

s47F : Ph: 03 9529 s47F - Email: s47F @icmi.com.au

- Contract queries
- Travel arrangements
- General coordination including production requirements, client briefing & provision of program timings

Accounts Department: Ph: 03 9529 s47F

Email: s22(1)(a)(ii) @icmi.com.au

- Account queries & payments

Authorised Signature For Department of Infrastructure, Transport, Regional Development, Communications and Arts :

TERMS & CONDITIONS

Engagement

1. ICMI is acting in its capacity as an independent contractor in providing the services of the Talent and shall not be responsible for the statements or actions of the Talent in respect of the Presentation.
2. The Client acknowledges that any Special Requirements the Client may have in respect of the Engagement are fully outlined within the Contract Confirmation.
3. The Client agrees that it will not make any private arrangements directly with the Talent for this or any future engagements.

Payment

4. In consideration of ICMI procuring the services of the Talent, the Client agrees to pay:-
 - (a) The Fees as shown in the Contract Information as follows:
 - (i) 50% of fee payable as set out in the ICMI invoice ("Deposit"); and
 - (ii) (the remaining) 50% of the fee payable at least thirty (30) days prior to the date of the Engagement ("Balance").
 - (b) The costs of all:
 - (i) Production Requirements; and
 - (ii) Travel & Accommodation Requirements
 as set out in the Contract Information.
5. If the Client fails to pay:
 - (a) the Deposit in the required timeframe, the Talent may accept other engagements and will not be obliged to appear at the Engagement; and/or
 - (b) the Balance in the required timeframe, ICMI may at its sole discretion cancel the Talent's appearance at the Engagement.

and in either case, ICMI will not be liable for any direct or indirect loss or damage suffered or incurred by the Client. For the avoidance of doubt, the Talent is not confirmed for the Engagement until such time that ICMI receives payment of the Deposit.
6. A surcharge will be made for payments made by credit card.
7. The Client agrees that where ICMI incurs or arranges any expenses on behalf of the Client, the Client will promptly reimburse ICMI or its agents (as ICMI so directs), including without limitation all travel, transfers and accommodation costs incurred. Unless otherwise agreed, all air travel must be on a full flexible fare, whether arranged by ICMI or by the Client.
8. For Contracts taking place outside Australia, and/or for Contracts involving international Talent, the Client is fully responsible for securing all Visa requirements and other associated travel permits and shall be responsible for paying (or otherwise reimbursing ICMI for) all associated costs, local taxes, fees and charges, which shall be in addition to the Fee otherwise payable to ICMI in respect of the Engagement.
9. This Contract is subject to the New Tax System (Goods and Services Tax) Act 1999 and if any payment made by one party to any other party under or relating to this document constitutes consideration or taxable supply for the purposes of GST or similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier

after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on special supplies, and includes payment for supplies and includes payment for supplies relating to the breach or termination of, or any indemnities arising from, this document.

Recording and Appearances

10. The Talent's Presentation or any part of it must not be recorded, broadcast, reproduced or duplicated by any means whatsoever unless specifically agreed in the Contract Confirmation, and the Client:-

(a) acknowledges that the Client is not entitled to receive a copy of the Talent's Presentation or any part of it, in any media whatsoever including without limitation in written or visual form, unless otherwise specifically agreed in writing by ICMI; and

(b) agrees that the Client will use all reasonable endeavours such that no audience member records, broadcasts, reproduces, duplicates or in any way disseminates any part of the Talent's Presentation.

11. No additional appearances, seminars, discussion groups, receptions, dinners, press interviews, television or radio arrangements or the like shall be planned by Client nor expected of the Talent unless particularised in the Contract Confirmation. The Talent's name or image must not be used in any promotion or advertising of any type, or associated with a particular product, brand or service without prior written permission of ICMI.

12. ICMI is not responsible for the content of the Talent's Presentation at the Engagement and shall not be held liable for any material performed by the Talent at the Engagement.

Cancellation

13. If for any reason (including without limitation illness, emergency, accident, war, act of God or if circumstances make travel unsafe or impossible) the Talent cannot fulfil the Engagement, ICMI's sole responsibility shall be to use its best endeavours to provide the services of a comparable Talent for the Engagement to the satisfaction of the Client OR to have the Engagement moved to a mutually acceptable date OR if neither of the foregoing options are available, to refund any fees received by ICMI in full. ICMI will not have any other liability for expenses or losses incurred by the Client whether direct or indirect.

14. In the event of cancellation of the Engagement for any reason whatsoever ICMI and the Talent are not obliged to provide the services of the Talent for a future engagement and/or date unless the parties mutually agree to enter into a further contract for provision of the services of the Talent.

15. In the event that the parties agree to re-schedule the Engagement pursuant to Clause 13, the parties shall document the details of such re-scheduled Engagement in writing as soon as possible ("Re-scheduled Engagement").

16. If the Client cancels the Engagement the following terms apply:

(a) More than 30 days' notice of cancellation prior to the Engagement date – 50% of Fee shall be payable;

(b) Less than 30 days' notice prior to the Engagement date – 100% of the Fee shall be payable;

(c) In the event of a Re-Scheduled Engagement date - 100% of the Fee shall be payable; and

(d) The above is in addition to any disbursements or (non-recoverable) out-of pocket expenses incurred by ICMI and which are payable by the Client.

17. Any amount due to ICMI pursuant to Clause 16 must be paid in full within thirty (30) days of the date of invoice.

18. In the event that due to any Government directives, or where a medical expert advises that the Engagement needs to be suspended due to circumstances caused directly by COVID- 19:

(a) The Client shall be entitled to move the Engagement to an alternative date acceptable to the Talent and the Client.

(b) If a mutually acceptable date cannot be reached pursuant to clause a, the Client will be entitled to receive a credit to be used for a future engagement within 12 months from the Engagement date.

18. The Client warrants that the Engagement (and the Venue) will comply with all Australian Government Department of Health guidelines and recommendations (as amended from time to time) concerning the Coronavirus (COVID-19) pandemic ("COVID-19"). The Client will also ensure to comply with any COVID-19 restrictions imposed by the Government of the State or Territory hosting the Engagement. More information about COVID-19 including safety guidelines for public gatherings can be found [here](#).

Intellectual Property

19. The Client acknowledges that they will not acquire any intellectual property in any material owned or controlled by the Talent including without limitation any intellectual property in the Talent's Presentation, performance, images or recordings (if applicable).

20. The Client acknowledges that the Talent's name and any goodwill and reputation created in respect of any trademarks, name or logo shall remain the Talent's sole property and that the Client does not acquire any interest in the same.

General

21. The representative of the Client who signs (or otherwise approves) this Contract warrants to ICMI that he or she is duly authorised by the Client to sign this Contract on the Client's behalf.

22. This Contract embodies the entire agreement between ICMI and the Client with respect to the subject matter hereof and may not be changed orally, but only by agreement in writing between ICMI and the Client and attached to the Contract at the date hereof

23. This Contract shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.

24. To the extent that there is any conflict between this Contract and ICMI's standard Terms & Conditions, the terms of this Contract shall prevail.



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Department of Infrastructure, Transport, Regional Development, Communications and Arts
 2 Phillip Law Street
 Acton ACT 2601

s22(1)(a)(ii)

s22(1)(a)(ii) @infrastructure.gov.au

Thursday, 3 August 2023

TAX INVOICE A - Deposit

INVOICE NUMBER : ICMI-36198A

FUNCTION : Mental Health Month – Speaker Event – The Truth About Anxiety
DATE : Wednesday, 4 October 2023

Talent/Services :	Fee	GST	Total
Celia Pacquola	\$14,000.00	\$1,400.00	\$15,400.00
Admin Fee	\$299.00	\$29.90	\$328.90
Airfares	\$1,103.00	INC	\$1,103.00
TOTAL			\$16,831.90
DEPOSIT PAYABLE - DUE 10 August 2023			\$8,580.40

PAYMENT OPTIONS

Direct Deposit:

Account:

s22(1)(a)(ii)

Bank:

BSB No.:

Account No.:

Please quote reference : ICMI-36198

Cheque:

Please make cheques payable to :

ICMI Speakers & Entertainers

post to:

ICMI Speakers & Entertainers

PO Box 2311

PRAHRAN VIC 3181

Credit Card:

Visa/Mastercard (1.5% surcharge applies)

American Express (3% surcharge applies)

CREDIT CARD AUTHORISATION:

Please complete the following form, scan and return to s22(1)(a)(ii) @icmi.com.au-
reference : ICMI-36198

Amount to deduct: Full amount Deposit only Balance only
Card type: Master Card Visa American Express

Card Number: _____

Expiration: _____ / _____ **Name on Card:** _____

Cardholder Signature: _____ **Date:** _____

We manage your information in accordance with our Privacy Policy. Visit www.icmi.com.au/privacypolicy or contact us to view.