

Request for Tender

Public Relations Services– North
America – Reference no. 2018/1

Introduction

The Opportunity

Visit Victoria is Victoria's tourism and events company, responsible for marketing to visitors from within the state, across Australia and around the world and attracting more sporting, cultural and business events to Victoria's world class event calendar.

Visit Victoria is seeking Offers to this Request for Tender (the Invitation) for the Supply of Goods and/or Services as outlined in Part A.2 - Specifications.

The successful agency will develop and implement a fully comprehensive PR and media plan which influences targeted print, broadcast, online/social, media/mobile, influencers/tastemakers, celebrities, lifestyle/retail brands to ensure coverage of Melbourne and Victoria as a destination and meets set KPIs for the region.

Structure of the Request for Tender (the Invitation)

This Request for Tender referred to as the Invitation from here on, comprises the following documents:

- **Introduction** – contains an overview of the opportunity presented;
- **Part A – The Invitation:**
- **A.1 – About this Invitation:** provides details about the procurement opportunity;
- **A.2 – Specifications:** provides the technical requirements for the Goods and/or Services in respect of which Visit Victoria Invites Offers;
- **Part B – Conditions of Participation:** sets out the conditions applying to the Invitation and the Invitation Process;
- **Part C – Proposed Contract:** sets out the proposed terms and conditions that will apply to the provision of the Goods and/or Services as set out in Part A.2 – Specifications; and
- **Part D – The Offer:** specifies the information to be provided in an Offer and may also specify any information to be provided by an Invitee by other means. This part may be in a template format for completion.

Conditions

a) All Invitees wishing to participate in this Invitation Process for the supply of Goods and/or Services must comply with the conditions contained within this Invitation, including the conditions in:

- i) Part A.1 – About this Invitation; and
- ii) Part B – Conditions of Participation.

b) By submitting an Offer, the Invitee agrees to be bound by the conditions contained within this Invitation.

c) The conditions contained in this Invitation apply to:

- i) The Invitation and any other information given, received or made available in connection with the Invitation, including any Additional Materials, revisions and addenda;
- ii) the Invitation Process; and
- iii) any communications (including any briefings, presentations, meetings or negotiations) relating to the Invitation or the Invitation Process.

PART A – THE INVITATION

A.1 – About this Invitation

1. Establishment details	
Procurement name:	Public Relations Services – North America
Invitation reference number:	2018/1

2. Visit Victoria details	
Organisation name:	Visit Victoria (ACN 611 725 270) Consumer Markets – International
Address:	2029 Century Park East, Suite 3150, Los Angeles CA 90067

3. Visit Victoria Contact	
Project Manager	
Name:	David Evans
Position title:	Regional Manager – Americas
Business unit:	Consumer Markets – International
Contact details:	Phone: +1 310 695 3246 Email: david.evans@visitvictoria.com.au
Alternate Contact	
Name:	Carmen Smith
Position title:	Head of International
Business unit:	Consumer Markets – International
Contact details:	Phone: +61 3 9002 2235 Email: carmen.smith@visitvictoria.com.au

4. Registration	
Registration location:	Not applicable

5. Closing Time	
Pacific Standard time time: (PST)	12/JUN/2018 (5.00PM PST)

6. Lodgement	
<p>Invitees should familiarise themselves with the process and requirements for the lodgement of their Offer to ensure that they submit their Offer prior to the Closing Time</p>	
Electronic lodgement:	
Website address:	www.tenders.net/visitvictoria
Access restrictions (if any):	Invitees are responsible for ensuring that their Offer is submitted via the internet and lodged with sufficient time to allow receipt by Visit Victoria prior to the Closing Time.
Other requirements:	<p>Invitees may only submit documentation in pdf version that has been virus checked and is free from viruses.</p> <p>Invitees should submit their response well before the Closing Time and allow time to transfer. It is recommended that the Invitee's Offer be lodged at least 2 hours early.</p>

7. Briefing session	
No Briefing sessions are planned for this Invitation	

8. Indicative timetable	
<p>This timetable is an indication of the timing of the Invitation Process and may be changed by Visit Victoria in accordance with clause 5.1(c) of Part B – Conditions of Participation.</p>	
Activity	Indicative Date
Invitation issued:	Tuesday 29 May, 2018
End of period for questions or requests for information (see clause 2.2 of Part B):	Tuesday 5 June, 2018
Closing Time for Offers: (AEST) and (PST)	10.00AM AEST Wednesday 11 June, 2018 5.00PM PST Tuesday 12 June, 2018
Completion of evaluation of Offers:	Wednesday 20 June 2018
Negotiations with preferred Invitee(s) (if applicable):	Monday 2 July 2018
Execution of Proposed Contract(s):	Friday 13 July, 2018

8. Indicative timetable	
Commencement date of the Proposed Contract:	Monday 16 July, 2018

10. Evaluation Criteria

Offers will be assessed in accordance with clause 5 - Part B – Conditions of Participation.

In evaluating Offers, Visit Victoria will have regard to:

- a) specific Evaluation Criteria identified in the list below, including mandatory requirements, if applicable;
- b) the particular weighting assigned to any or all of the criteria in the table below (noting that any criteria for which a weighting has not been assigned should be assumed to have equal weighting); and
- c) the overall value for money proposition presented in the Offer.

Invitees must meet the following mandatory compliance criteria, which are not weighted or scored. Invitees either meet the standard or they do not.

10.1 Mandatory requirements	Complies
(a) Agencies must have proven experience with Australian product or tourism entities	Yes

Invitees that meet the mandatory requirements above will then be evaluated against the weighted and non-weighted Evaluation Criteria set out in the table below.

10.1 Evaluation Criteria	Weighting
d) Professional competence	40%
<ul style="list-style-type: none"> • Compliance with Specifications 	
<ul style="list-style-type: none"> • Capability 	
<ul style="list-style-type: none"> • Past performance and current work 	
<ul style="list-style-type: none"> • Assessment of the quality of proposed strategies and creativity, and evaluation of case study 	30%
e) Commercial	10%
<ul style="list-style-type: none"> • Financial viability 	
<ul style="list-style-type: none"> • Compliance with Proposed Contract 	
<ul style="list-style-type: none"> • Conflict of interest 	
f) Financial	20%
<ul style="list-style-type: none"> • Costing 	

As part of the Evaluation Process, Visit Victoria may conduct a pricing assessment based on the Invitee's Offer in Part D and may include risk analysis adjustments. The overall value for money evaluation of the Offer will combine the evaluation score and the pricing assessment outcome to determine which Offer provides the best value for money outcomes for Visit Victoria.

11. Complaints Procedure

Any complaint about this Invitation or the Invitation Process must be submitted in writing to the Project Manager by the means set out in Item 3 of Part A.1 immediately upon the cause of the complaint arising or becoming known to the Invitee. The written complaint must set out:

- a) the basis for the complaint (specifying the issues involved);
- b) how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint;
- c) any relevant background information; and
- d) the outcome desired by the person or organisation making the complaint.

Any complaint submitted to the Project Manager that relates to the conduct or performance of the Project Manager or the manner in which the Project Manager has handled the Invitation Process must also be copied to the Alternate Contact by the means set out in Item 3 of Part A.1

A.2 – Specifications

1. Introduction

Visit Victoria is the State of Victoria's primary tourism, business and major events company that leads the sector in creating, curating and communicating Victoria's inspiring experiences to maximise visitation.

Established as a company limited by guarantee in July 2016, Visit Victoria brings the best of Visit Victoria, Victorian Major Events Company and Melbourne Convention Bureau under one brand that capitalises on commercial opportunities in an increasingly competitive and dynamic global tourism market. The team operates in a collaborative and agile environment that informs, connects and partners with industry and the Victorian State Government to amplify Victoria's profile.

Visit Victoria's objective is to build Melbourne and Victoria into Australia's number one tourism destination by delivering strong and sustainable growth across priority markets. Its purpose is to revitalise the visitor economy, by generating **\$36.5 billion** in visitor spending by 2025 and support more than **320,700 jobs**.

The strategy identified the importance of traditional markets such as the United States (US) and to a lesser extent Canada to ensure the significant long-term growth opportunity for the State.

2. Scope

Visit Victoria has a Los Angeles based office managing tourism promotion for North and South America. For the purpose of this tender the scope of the RFT for Public Relations services only covers the United States of America and Canada.

Visit Victoria (Americas Office) is seeking to retain a qualified agency to act as the Visit Victoria Public Relations representative in the North American market, promoting Victoria as a desired travel destination and the gateway destination for travel to Australia. Visit Victoria seeks a company that can develop and execute a comprehensive, targeted, creative and brand-aligned PR strategy using a variety of channels and leveraging Visit Victoria's advertising and marketing initiatives.

The successful contractor will act on behalf of Visit Victoria to maximise and market Brand Melbourne/Victoria as the destination of choice to North Americans.

The successful agency will develop and implement a fully comprehensive PR and media plan which influences targeted print, broadcast, online/social media/mobile, influencers/tastemakers, celebrities, lifestyle/retail brands to ensure coverage of Melbourne and Victoria as a destination meets set KPIs for the region.

The duration of the initial contract between Visit Victoria and the successful contractor is expected to begin in July 2018, and will be based on a maximum three-year term (1 + 1 + 1 years).

The Visit Victoria budget is established in July of each year and operates on a Financial year from 1 July – 30 June.

Scope of work includes:

Strategic Planning

The successful agency will be required to:

- develop and implement an integrated communications plan (annually) to actively support Visit Victoria’s strategic marketing objectives in the United States and Canada;
 - ensure that all communications activities proposed should aim to increase awareness, aspiration and intention to travel among target audiences;
- ensure that all plans align with brand Melbourne and Victoria; and be focused on maintaining and increasing Victoria’s share of voice against competitor destinations; and
- agree to and ensure delivery of all activities in accordance with Visit Victoria’s annual KPI’s. The successful agency must agree under the applicable Contract that all activities delivered will be assessed against Visit Victoria’s annual KPI’s.

Account Management

The successful agency will be required to provide full client services including but not limited to:

- Delivery of regular work-in-progress reports and facilitation and attendance at work-in-progress meetings
- Third party liaison where required
- Delivery of monthly activity reports including:
 - political/economic climate update and developments on the media landscape;
 - consumer insights and intelligence;
 - activities undertaken by the Agency on behalf of Visit Victoria during the period; and
 - on-going media relations activities.

Media relations

- The successful agency will be required to:
 - maintain strong contacts and influence with top tier travel and lifestyle media;
 - develop proactive media pitching plans leveraging news cycles and seasonal editorial opportunities to communicate Melbourne and Victoria brand pillars; and
 - manage and evaluate all US and Canada media enquiries and opportunities throughout the contract period

Media materials/content

- The successful agency will be required to:
 - ensure that all agency staff are required to keep abreast of Victorian product knowledge and trends;
 - develop and distribute destination content to generate favourable media coverage about Victoria’s key destinations, experiences, news and events in line with Visit Victoria’s brand pillars and strategic marketing plans;
 - develop media kits/fact sheets/key messaging where required for trade and consumer events, campaigns and other activities; and
 - work with Visit Victoria, The Americas on leveraging trade campaigns by aligning messaging with pitches to media, which could be in conjunction with partners.

Media familiarisations

- The successful agency will be required to:

- Target and accredit appropriate candidates for inclusion in media familiarisation(s);
- Briefing and debriefing of journalists, liaising with Visit Victoria's regional office in detailing story angles, designing itineraries and organising international air flights (ground arrangements are booked by Visit Victoria);
- Maintain contact with journalists who have previously visited Melbourne, Victoria and where possible maximise use of material resulting from such visits; and
- adhere to Visit Victoria's familiarisations processes and timelines.

Media/consumer events/activation

- The successful agency will be required to:
 - coordinate media, influencer, and/or consumer event(s)/activation(s) on behalf of Visit Victoria to maximise publicity for the destination – Melbourne and Victoria. This includes:
 - Event conceptualisation, production and management;
 - Guest list management;
 - Drafting all necessary written materials for the event (speeches, press releases); and
 - coordinate and conduct other events as required (which may include: press conferences, media meetings, industry events and speaking engagements for senior Visit Victoria executives).

Reporting

- The successful agency will be required to:
 - deliver to Visit Victoria a monthly clippings spreadsheet by the 25th of every month;
 - upload monthly clippings on the media results website; and
 - deliver to Visit Victoria a bi-weekly report to Regional Manager on existing activity.

**Please refer to Attachment A for the Media Reporting Manual for further details of required reporting. The successful agency will be required to comply with the Media Reporting Manual which shall form part of the scope of services to be provided by the Agency.*

3. Background

Visit Victoria looks to PR and earned media to generate demand for the destination experience of Victoria through credible third party editorial content including traditional media outlets and key influencers. PR generated editorial enables Visit Victoria to continue its brand storytelling around the diversity of the destination experience and highlighting the breadth of tourism products throughout Melbourne and the state of Victoria.

Importance of the North American Market to Victoria's visitor economy

The US market is the 4th largest inbound travel market to Victoria and a considerable performer for visitor arrivals and spend. The US outbound travel market is mature and Australia continues to be the #1 aspirational destination for US travellers. Victoria is well positioned as a safe and secure destination featuring, great food and wine, and nature and wildlife being among the top motivating factors for US travellers when making their decision on a travel destination.

For the US market, visitors to Victoria for the year ending June 30, 2017 increased 10.4% to 217,000 visitors, with visitor nights increasing by 24.1% to an average of 13 nights per stay. Spend in Victoria from US travelers had a slower growth of 0.4% for the 12-month period ending June 17 (\$338M), which highlights an increased focus on attracting high-yield luxury travelers to the destination in the coming years.

In 2017, Canada was the 14th largest inbound market to Australia for visitor arrivals, and 13th largest for total visitor spend and 15th for visitor nights.

Key factors for Canadians when traveling include safety and security, value for money, friendly and open citizens, good food and wine and rich history and heritage.

In the year ending June 2017, there were an estimated 51,000 Canadian visitors to Victoria, up 12.1% on YE JUN 2016. Spend in 2016-17 was significantly up for Victoria increasing by 28.5%.

Strategic Objectives of Visit Victoria's North American office

- Increasing visitation and visitor spend from United States & Canada to Melbourne and regional Victoria
- Increased length of stay by North American visitors to Victoria
- Ensuring Melbourne and Victoria are top of mind amongst key travel decision makers
- Leveraging traditional and non-traditional media and partnerships to ensure maximum value & impact

Destination Positioning

Melbourne has, for the seventh consecutive year, been voted the 'world's most liveable city' according to the Economic Intelligence Unit (EIU) liveability survey 2017. The survey scores 140 cities from 0-100 on 30 factors spread across five areas; stability, health care, culture and environment, education, and infrastructure.

The Melbourne city experience has proven popular for North American visitors, with world-class food and wine, events and key tourism attractions as the drawcard experiences.

Melbourne is renowned for its superb restaurants, café culture, theatre and diverse art and cultural offerings and is promoted to the North American market as a stylish and contemporary city and a gateway to world class unique nature based experiences.

Melbourne offers can't miss food and wine experiences. Melbourne is home to a unique and inventive food and wine culture. The unique blend of people, place and produce gives Melbourne/Victoria an approach to food and wine experiences that are based in creativity and unencumbered by tradition.

Melbourne is the events capital of Australia, with a year-round calendar of world-class events including the Australian Open Tennis (Grand Slam of the Asia Pacific), Grand Prix, Spring Racing Carnival (Melbourne Cup), President's Cup (2019) Golf and the Melbourne Food & Wine Festival.

Victoria's compact size allows ease of travel for consumers around the state. A variety of tourism experiences are all within close proximity to Melbourne, including wineries, regional gourmet experiences and spectacular natural attractions.

Phillip Island, Yarra Valley, Great Ocean Road and associated touring routes and Mornington Peninsula are the key regional destinations for the North American market and a key focus in the strategic marketing plan to have visitors explore regional areas of the State in addition the city of Melbourne.

Victoria offers one of the most multicultural and harmonious communities in the world. Victorians originate from more than 200 countries, speak over 230 languages and dialects and more than 120 faiths are followed. This diversity has shaped a city open to new ideas and people and formed a dynamic, vibrant and creative community.

Key experience pillars for Melbourne, Victoria

- **Sport** - The ultimate sports city, where the event is only part of the experience
- **Creative Industries** – Theatre, Live Music, The Arts
- **Epicurean experiences** - Coffee culture, Australia's best small bars, Breadth and depth of quality food and wine (Yarra Valley, Mornington Peninsula)
- **Design, fashion and retail** - High end to bespoke and local.
- **Natural experiences** – Great Ocean Road, Mornington Peninsula, Phillip Island
- **Events and Festivals**

Visit Victoria sees this as the city's opportunity to dial up the elements that make up the Melbourne brand story. Visit Victoria's opportunity is to impress upon our target audiences why Melbourne is:

- Creative
- Passionate
- Intriguing
- Eclectic

- Entrepreneurial

Who we want to talk to

- **Baby Boomers** – 80M+ consumers, aged 55yrs, HHI\$U110K+ with time and money to travel overseas. Recent AARP Travel Survey reveals, 45% plan to travel internationally in next 2-3 years.
- **Millennials** – aged 30yrs+ HHI \$U100K+ strong interests in local, cultural experiences and want to experience the real destination not commercial tourism product. They are nature lovers, active and like to explore a destination. They are price sensitive, love deals and plan their vacations intensively both by word of mouth and online.

4. Service Conditions and Environmental Factors

Responding Agencies must be based in the United States with an office in Los Angeles. Responding Agencies must be registered to operate business within the United States (and within Los Angeles) and comply with all relevant laws relating to the conduct of their business operations.

5. Statement of Requirements

All Agencies responding to this Invitation must provide details in Part D of their response to the capabilities and requirements set out below. Only Agencies with proven experience with Australian tourism and product will be considered in this Invitation process.

General Agency overview & capabilities

1. A brief executive summary of the company detailing the history of the Agency.
2. An overview of the Agency's size, total number of employees, range of services provided by the Agency and the level of staff's skills and expertise the Agency can bring to the account.
3. Outline the Agency's top five client list and years of service.
4. Provide details regarding the proposed key personnel who would be involved in the account including their relative expertise, skillset and clearly identify the account manager and other project team roles.

Travel & tourism experience

5. Outline the knowledge and experience of working within the travel/tourism/destination promotion sector
6. An indication of the Agency's knowledge and experience of Melbourne and Victoria, its tourism product, culture; and knowledge and experience of the tourism industry and details of how the agency will deliver against the objectives detailed above

Public Relations agency – engagement specific capabilities

7. Please provide a recommendation for an annual public relations program for Visit Victoria
8. Recommendation for broadcast, influencer, content or third-party partnership. Please outline the recommendation in detail. The Agency should explain rationale for the recommendation and how it translates to Visit Victoria's objectives., how it would be leveraged, approximate budget and how the opportunity would be measured.
9. A summary statement of knowledge and experience in print, broadcast and online mediums.

10. Outline a successful major PR campaign that the Agency has implemented in the past two years. Provide details on the strategy developed, the creative idea used to launch the campaign, the PR tactics implemented and the key results delivered.
11. Please provide a case study detailing a successful digital PR campaign that was conducted by personnel within your Agency. It is preferable that the case study would be in destination promotion, travel, tourism or a relevant service campaign. If detailing a relevant service campaign, please provide an explanation as to why the Agency believes it is relevant to Visit Victoria.

Include the following detail in the case study:

- (i) All steps in the creative development process, relevant timelines and budget.
 - (ii) The strategic planning process and insights identified to develop the campaign.
 - (iii) The final creative campaign
 - (iv) Detail the metrics used to evaluate the total campaign results,
12. Provide a brief assessment of Victoria's current position in the market place and the opportunities and problems, which are likely to be encountered in implementing the Media/PR program.
 13. Details of the Agency's skills and experience in working with clients and with managing stakeholders.

Financial & commercial considerations

14. Provide details of any interests, relationships or clients which may or do give rise to conflict of interest. If applicable, detail the area of expertise and strategy that would be employed to mitigate the conflict risk.
15. Provide details of any existing or previous client relationships which may be beneficial to Visit Victoria and explain why.
16. Please detail the proposed structure for account management by completing the Pricing Schedule contained in Part D of this Invitation.

References: please provide the following contact details for three client references

- Company Name
- Years of Service
- Description of Services
- Contact Name
- Contact Number

6. Outputs

The successful Agency will be required a minimum level of output in each fiscal year of the Contract as per the following:

- A minimum of 8 x IMHP visits per annum coordinated in consultation with Tourism Australia
- 12 x VIMP per annum (trips instigated by the agency exclusively visiting Victoria)
- 1 x media/consumer event/activation per annum
- All relevant agency staff to undertake training of the famils database system
- Pitch a minimum of 4 media stories per month, which may be in the form of:
 - Media release
 - Multimedia content
 - Social influencer engagement
- Timely development of media kits/fact sheets/key messaging
- Produce a media pitching plan (annually) based on the overarching integrated communications plan
- Monthly media relations updates
- Pitch for major broadcast initiatives in travel + lifestyle category

- Develop an annual overarching integrated communications plan as agreed with Regional Manager
- Further campaign plans are required based on the overarching integrated communications plan.
- Bi-weekly face-to-face/conference calls
- Monthly review meetings

7. Performance Measures

- The successful Agency will be measured on the following quantifiable performance measures:
 - Timely reporting provided as per section A2 (Section 2)
 - Targets as indicated in A2 (Section 8)

8. Targets

Visit Victoria’s annual Public Relations KPI’s from the aforementioned outputs include:

- Advertising Value Equivalent (AUD\$)
- Volume of coverage in agreed A-list media outlets
- No. of Visiting Journalists (IMHP* v VIMP) per fiscal year
- Unique reach
- Media Influence Index**
- Message Penetration

It is intended that KPI’s be measured twice a year (every 6 months) once reports are made available and periodically by Visit Victoria throughout the term of the Contract. If Visit Victoria exercises the option to extend the Contract, Visit Victoria will notify the Agency of the applicable KPI’s for the further term and these KPIs will be binding as between the parties.

*IMHP is the International Media Hosted Program that are visits in conjunction and partnership with Tourism Australia. VIMP are the Victorian International Media Program visits that are pitched for and initiated by the Agency solely visiting Melbourne, Victoria.

Media Influence Index MII is used to calculate the impact of an item of coverage in the media. If an article has a shared focus on multiple regions, the score is shared across the regions. An item in a medium with a large audience, such as **Conde Nast in the US, would get a high score, generally up to a score of 100* for a single item. An item in a medium with a smaller audience would get a lower score. The size/length of an item as well as the prominence of an article within its publication also affect the score given to the item. The scores for each item are added together to get a total MII score. The higher the number, the greater MII the article, topic, destination or publication achieved. In summary, MII is a number which combines a measurement of how many people could have been exposed to the coverage AND how prominent the coverage was.

For reference, the PR KPI’s for the Americas in 2018-19 will be as follows (subject to negotiation at contract phase)

- **Volume of coverage:** 20% in A-list media target list of 120-140 outlets. (24 pieces of coverage) A-list targets agreed by Visit Victoria and Agency.
- **Unique Reach:** 100 million impressions
- **AVE (AUD\$)** AUD\$3.7M for 18-19 fiscal year / reviewed for years 2 and 3 of the contract.
- **No. of visiting journalists** 20 journalists per fiscal year. This will include visits in conjunction with Tourism Australia through their IMHP program as well as visits initiated and managed by the agency.
- **Media Influence Index** 2210-2435
- **Message penetration** 90% per quarter

Part B – Conditions of participation

1. Invitation

1.1. Status of Invitation

- a) This Invitation is an Invitation to submit an Offer for the provision of the Goods and/or Services as set out in **Part A.2 – Specifications**.
- b) Nothing in this Invitation is to be construed, interpreted or relied upon, whether expressly or implied, as an Offer capable of acceptance by any person, or as creating any form of contractual, promissory, restitutionary or other rights.
- c) No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the supply of the Goods and/or Services will exist between Visit Victoria and any Invitee unless and until Visit Victoria has signed a formal written contract as contemplated in **clause 6.1 of this Part B**.
- d) Participation in the Invitation Process is subject to compliance with the rules contained in **Part A.1 - About this Invitation** and **Part B - Conditions of Participation**.
- e) All entities (whether or not they submit an Offer) having obtained or received this Invitation may only use it, and the information contained in it, in compliance with the conditions contained in **Part A.1 - About this Invitation** and **Part B - Conditions of Participation**.
- f) All Invitees are deemed to accept the rules contained in **Part A.1 - About this Invitation** and **Part B - Conditions of Participation** from the date that the Invitee receives this Invitation.

1.2. Accuracy of Invitation

- a) Visit Victoria does not warrant the accuracy of the content of this Invitation and will not be liable for any omission from the Invitation documents.
- b) If an Invitee finds any discrepancy, ambiguity, error or inconsistency in this Invitation or any other information provided by Visit Victoria (other than minor clerical matters), the Invitee must immediately notify the Project Manager in writing of such discrepancy, ambiguity, error or inconsistency, so that there is fair opportunity to consider what corrective action is necessary (if any).
- c) If there is any inconsistency between any of the documents, or parts of the documents, constituting this Invitation, the Project Manager will determine the order of precedence. The Project Manager will notify all Invitees in writing where a determination is made pursuant to this **clause 1.2(d)**.

1.3. Additions and amendments

Visit Victoria reserves the right to change or remove any information and/or to issue addenda to this Invitation before the Closing Time. Where Visit Victoria exercises its right to change information in accordance with this **clause 1.3**, Visit Victoria may, at its discretion:

- a) seek amended Offers from Invitees; and/or
- b) amend the Closing Time to allow Invitees sufficient time to amend their Offer.

1.4. Availability of Additional Materials

Additional Materials (if any) may be accessed in the manner set out in Item 9 of Part A.1 - About this Invitation. Invitees should familiarise themselves with the Additional Materials.

1.5. Representation

No representation made by or on behalf of Visit Victoria or its Representatives in relation to this Invitation will be binding on Visit Victoria unless the representation is expressly incorporated into the contract(s) ultimately entered into between Visit Victoria and an Invitee.

1.6. Licence to use Intellectual Property Rights

- a) Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for the purpose of preparing an Offer.
- b) Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the Invitees by or on behalf of Visit Victoria in connection with the Invitation Process are owned by or licensed to (and will remain the property of) Visit Victoria except to the extent expressly provided otherwise.

1.7. Confidentiality

- a) Visit Victoria may require persons and organisations wishing to access or obtain a copy of this Invitation or certain parts of it, or any Additional Materials, to execute a deed of confidentiality (in a form required by or satisfactory to Visit Victoria) before or after access is granted or a copy is provided.
- b) Regardless of whether a deed of confidentiality is executed in relation to this Invitation, Invitees obtaining or receiving this Invitation must keep the content of the Invitation and such other information confidential and not disclose or use that information except as required for the purpose of developing an Offer in response to the Invitation.

1.8. Others to be bound

The Invitee shall ensure that any of its Representatives, or any other person to whom it supplies this Invitation and any other documents issued in relation to the Invitation Process, will, in relation to use of, return of and liability for that material and documentation, be bound by the same terms in or to the same effect as those contained in this Invitation.

1.9. Continuing obligations

The obligations of the Invitee under this clause 1 survive the termination or expiration of the Invitation Process.

2. Communication

2.1. Communication protocol

All communications relating to this Invitation and the Invitation Process must be directed to the Project Manager referred to in **Item 3 of Part A.1 – About this Invitation**.

2.2. Requests for clarification or further information

- a) Any questions or requests for clarification or further information regarding this Invitation or the Invitation Process must be asked during the Briefing Session referred to in **Item 7 of Part A.1 - About this Invitation** (if any) or submitted to the Project Manager in writing by the date specified in **Item 8 of Part A.1 - About this Invitation**.
- b) Visit Victoria is not obliged to respond to any question or request.
- c) Visit Victoria may make available to other prospective Invitees details such a question or request together with any response, in which event those details shall form part of this Invitation.

2.3. Briefing session

There will be no Briefing Session in relation to this Invitation.

2.4. Unauthorised communication and improper assistance

- a) Communications (including promotional or lobbying activities) with Visit Victoria, its Representatives or other related stakeholders or government body are not permitted during the Invitation Process except as provided in clause 2.1 above, or otherwise with the prior written consent of the Project Manager.
- b) Nothing in this clause 2.4 is intended to prevent communications with Visit Victoria's Representatives to the extent that such communications do not relate to this Invitation or the Invitation Process.
- c) Invitees must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the Invitation Process in any way. Such activities or assistance may, in the absolute discretion of Visit Victoria, lead to disqualification of an Invitee from further participating in the Invitation Process.

2.5. Anti-competitive conduct

- a) Invitees and their Representatives, including proposed subcontractors and suppliers, must not engage in any collusive, anti-competitive or similar conduct with any other Invitee or person in relation to:
 - b) the preparation, content or lodgement of their Offer;
 - c) the evaluation and clarification of their Offer;
 - d) the conduct of negotiations with Visit Victoria; or
 - e) the Invitation Process.
- f) In addition to any other remedies available to it under Law or contract, Visit Victoria may, in its absolute discretion, immediately disqualify an Invitee that it believes has engaged in, or whose Representatives it believes has engaged in, such collusive, anti-competitive or similar conduct.

2.6. Unlawful inducements

- a) Invitees and their Representatives must, at all times during the Invitation Process, comply with any applicable Laws regarding the offering of unlawful inducements in connection with the preparation of their Offer.
- b) The Invitee must not, and must ensure that its Representatives do not, make or provide any inducement, payment or promise to Visit Victoria or any of its personnel in connection with this Invitation or the Goods and Services requested under it.

2.7. Legal entities and consortia

- a) Visit Victoria will only enter into the Proposed Contract with a legal entity which has the capacity to enter into a binding contract. Invitees must provide proof of their legal status if requested by Visit Victoria.
- b) Where the Invitee is a member of a consortium, the Offer must stipulate which part(s) of the Goods and/or Services that each entity comprising the consortium would provide and how the entities would relate to each other to ensure full provision of the required Goods and/or Services. All consortium members are to provide details relating to their legal structure, and where applicable, provide details of any special purpose vehicle established to meet the requirements of this Invitation.
- c) Where the Invitee consists of more than one entity, each of these entities will be jointly and severally liable to provide the Goods and/or Services.

2.8. Complaints about this Invitation

An Invitee with a complaint about this Invitation or the Invitation Process which has not been resolved in the first instance with the Project Manager must follow the complaints process of Visit Victoria as detailed in Item 10 – Complaints Procedure of Part A.2.

2.9. Conflict of interest

- a) Invitees must not, and must ensure that their Representatives do not, place themselves in a position that may give rise to an actual, potential or perceived conflict of interest between the interests of Visit Victoria's or the State (on one hand) and the Invitee's interests during the Invitation Process.
- b) Invitees are required to disclose any conflicts of interest in their Offer in accordance with the requirements in **Part D - The Offer** and also notify the Project Manager referred to in **Item 3 of Part A.1 – About this Invitation**, if any conflict of interest arises after lodgement of their Offer.
- c) Visit Victoria may disqualify an Invitee from the Invitation Process if the Invitee fails to notify the Project Manager of any conflict of interest or if Visit Victoria determines that a conflict (whenever and howsoever arising) cannot be managed to Visit Victoria's satisfaction.

3. Submission of Offers

3.1. Lodgement

- a) Offers must be lodged by the Closing Time set out in **Item 5 of Part A.1 – About this Invitation** and only by the means set out in **Item 6 of Part A.1 - About this Invitation**. The Closing Time may be extended by Visit Victoria in its absolute discretion. Where Visit Victoria extends the Closing Time, it will provide written notice to all Invitees.
- b) All Offers lodged after the Closing Time will be recorded by Visit Victoria. The determination of Visit Victoria as to the actual time that the Invitee's Offer is lodged is final.
- c) Where this Invitation requires or permits Offers to be lodged via the internet through the website nominated in Item 6 of Part A.1 - About this Invitation, Invitees may only submit documentation that has been virus checked and is free from viruses.
- d) Where this Invitation requires or permits Offers to be lodged in hard copy, packages containing the Offer must be marked with the information set out in Item 6 of Part A.1 - About this Invitation and must be placed in the Tender Box at the address which is set out in Item 6 of Part A.1 - About this Invitation.
- e) If there is any inconsistency between the documents that comprise an Invitee's Offer, the hardcopy "Original" version of the document will take precedence.
- f) Offers lodged at a location or in a manner that is contrary to that specified in this Invitation may be disqualified from the Invitation Process and may be ineligible for consideration.

3.2. Late Offers

- a) Tenders must be lodged by the Closing Time. The Closing Time may be extended by Visit Victoria in its absolute discretion by providing written notice to all Invitees
- b) Invitee's response lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this Invitation will be disqualified from the Invitation Process and will be ineligible for consideration, except where the Invitee can clearly demonstrate (to the reasonable satisfaction of Visit Victoria) that late lodgement of the Invitee's response:
 - i. resulted from mishandling of the Invitees responses by Visit Victoria; or
 - ii. was hindered by a major incident and the integrity of the Invitation Process will not be compromised by accepting an Invitee's response after the Closing Time.
- c) Subject to paragraphs 3.2 (b) above, all Invitee Offers lodged after the Closing Time will be recorded by and will only be opened for the purposes of identifying a business name and address of the Invitee. Visit Victoria will inform an Invitee whose Offer was lodged after the Closing Time of its ineligibility for consideration. All such Invitee Offers will be returned to the Invitee, or in the case of an Invitee Offer lodged electronically, will be registered as being received after the Closing Time and then deleted by Visit Victoria.
- d) The determination of Visit Victoria as to the actual time that an Invitee Offer is lodged and whether Visit Victoria accepts late Offers based on the above considerations is final.

3.3. Providing an Offer

It is the responsibility of all Invitees to:

- a) understand the requirements of this Invitation, the Invitation Process and any reference documentation or other information in relation to this Invitation;
- b) examine this Invitation and any documents referenced or attached to this Invitation and any associated or Additional Material or documentation;
- c) fully inform themselves in relation to all matters arising from this Invitation, including all matters regarding Visit Victoria's requirements for the supply of the Goods and/or Services;
- d) make their own enquiries and assess all risks regarding this Invitation and the Invitation Process;
- e) ensure that they comply with all applicable Laws with regard to preparing their Offer and participating in the Invitation Process (including Chapter 2 of the Australian Consumer Law and Fair-Trading Act 2012 (Vic));

- f) ensure that Offers remain valid and open for acceptance for a minimum of 120 days from the Closing Time (or such other period agreed between Visit Victoria and the Invitee);
- g) ensure that the Offer is not conditional on:
 - i. any type of board, committee, third party or regulatory approval or consent;
 - ii. the Invitee (or any other party) obtaining any regulatory approval or consent or the consent or approval of any third party;
 - iii. the Invitee conducting due diligence or any other form of enquiry or investigation; or
 - iv. the Invitee stating that it wishes to discuss or negotiate any commercial terms of the Proposed Contract.

Visit Victoria may, in its absolute discretion, disregard any Offer that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other conditions);
- h) ensure the Offer includes a GST exclusive price, the GST payable and the total cost for the Goods and/or Services; and
- i) provide additional information in a timely manner as requested by Visit Victoria.

3.4. Illegible content, alteration and erasures

Incomplete Offers may, at Visit Victoria's discretion, be disqualified or evaluated solely on the information contained in the Offer. Visit Victoria may disregard any content in an Offer that is illegible and will be under no obligation whatsoever to seek clarification from the Invitee.

3.5. Errors in an Offer

If an Invitee identifies an error in its Offer after the Closing Time (excluding clerical errors which would have no bearing on the evaluation), it must promptly notify Visit Victoria.

Visit Victoria may, in its discretion, permit an Invitee to correct an unintentional error in its Offer after the Closing Time, but in no event, will any correction be permitted if Visit Victoria reasonably considers that the correction would materially alter the Offer.

3.6. Use of an Offer

Upon submission, all Offers become the property of Visit Victoria. The Invitee will retain all ownership rights in any Intellectual Property Rights contained in its Offer, however each Invitee, by submission of its Offer, is deemed to have granted a licence to Visit Victoria to reproduce the whole, or any portion of, its Offer for the purposes of enabling Visit Victoria to evaluate the Offer and for the purpose of disclosing it under clause 7.1 of this Part B.

3.7. Status of Offer

Each Offer constitutes an irrevocable Offer by the Invitee to Visit Victoria to provide the Goods and/or Services required under, and otherwise to satisfy the requirements of, the Specification (Part A.2 of this Invitation) on the terms and conditions of the Proposed Contract (Part C of this Invitation), subject to the statement indicating the Invitee's compliance with the Specification and the Proposed Contract contained in the Offer.

3.8. Responsibility for costs

An Invitee's participation or involvement in any stage of the Invitation Process is at the Invitee's sole risk, cost and expense. Visit Victoria will not be responsible for, nor pay for, any expense or loss that may be incurred by Invitees in relation to the preparation or lodgement of their Offers, any subsequent negotiations or any future process connected with or related to the Invitation Process.

4. Compliance with Specifications and Proposed Contract

4.1. Compliance statement

- a) Invitees are required to provide a statement of its compliance with **Part A.2 – Specification** and **Part C – Proposed Contract**. Further instructions regarding requirements of the Compliance Statement are contained within **Part D – the Offer**.
- b) For the purpose of the Invitee's preparation of the compliance statements required under this **clause 4.1**, indefinite responses such as "noted", "to be discussed" or "to be negotiated" are not acceptable. Whilst Visit Victoria may conduct negotiations with one or more Invitees, Invitees are required to indicate specifically why they do not comply with a provision of the Specifications or the Proposed Contract, or the conditions surrounding their compliance.

5. Evaluation

5.1. Evaluation process

- a) Visit Victoria will evaluate all Offers complying with the conditions of this Invitation, including Late Offers where Visit Victoria is satisfied of the matters referred to in **clause 3.2 of this Part B**, in accordance with the Evaluation Process described in this **clause 5**.
- b) Visit Victoria will evaluate Offers in accordance with the Evaluation Criteria stipulated in **Item 10 of Part A.1 - About this Invitation**. In the event that one or more of the Evaluation Criteria are subjective, then Visit Victoria reserves the right to exercise discretion as to evaluation against that Evaluation Criteria.
- c) An Offer from an Invitee will not be deemed to be unsuccessful until such time as the Invitee is formally notified of that fact by Visit Victoria.
- d) Visit Victoria may, in its absolute discretion:
- e) reject an Offer that does not include all the information requested or is not in the format required;
- f) after concluding a preliminary evaluation, reject any Offer that in its opinion is unacceptable;
- g) disregard any content in an Offer that is illegible without any obligation whatsoever to seek clarification from the Invitee;
- h) disqualify an incomplete Offer or evaluate it solely on the information contained within the Offer;
- i) alter the structure and/or the timing of the Invitation or the Invitation Process;
- j) vary or extend any time or date specified in the Invitation for any or all Invitees;
- k) elect not to appoint any Invitee or enter into a contract with any Invitee;
- l) cease to proceed with or suspend the Invitation Process prior to the execution of a formal written contract;
- m) consider Alternative Offers; or
- n) call for new Offers.

5.2. Clarification of an Offer

- a) If, in the opinion of Visit Victoria, an Offer is unclear in any respect, Visit Victoria may, in its discretion, seek clarification from an Invitee. Failure to provide clarification to the satisfaction of Visit Victoria may render the Offer liable to disqualification.
- b) Visit Victoria is under no obligation to seek clarification and reserves the right to disregard any clarification that Visit Victoria considers to be unsolicited or otherwise impermissible in accordance with the conditions set out in **Part A – About this Invitation** and **Part B – Conditions of Participation**.

5.3. Discussion with Invitees

Visit Victoria may:

- a) negotiate with one or more Invitees and allow any Invitee to vary its Offer;
- b) interview, negotiate or hold discussions with any Invitee or prospective Invitee on any matter contained (or proposed to be contained) in an Offer to the exclusion of others; or
- c) request some or all Invitees to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews.

6. Shortlisted or preferred Invitee(s)

6.1. No legally binding contract

Selection as a shortlisted or preferred Invitee does not give rise to a contract (express or implied) between the shortlisted or preferred Invitee and Visit Victoria for the supply of Goods and/or Services. No legal relationship will exist between Visit Victoria and the shortlisted or preferred Invitee until such time as a binding contract in writing is executed by both parties.

6.2. Pre-contractual negotiations

- a) Visit Victoria may in its absolute discretion decide not to enter into pre-contractual negotiations with a successful Invitee.
- b) The Invitee is bound by its Offer and if selected as the successful Invitee, must enter into a contract on the basis of the Offer without negotiation.

6.3. No obligation to enter into contract

- c) Notwithstanding the outcome of any evaluation conducted in accordance with clause 5 of this Part B and without limiting any other rights Visit Victoria may have, Visit Victoria is under no obligation to appoint a successful Invitee or to enter into a contract with a successful Invitee or any other person, including where it is unable to identify an Offer that complies in all relevant respects with Visit Victoria's requirements, or to do so would otherwise not be in the public interest.
- d) Irrespective of whether Visit Victoria selects a successful Invitee, if Visit Victoria decides not to enter into a contract, Visit Victoria will be free to proceed via any Alternative Process.

7. Disclosure requirements

7.1. Disclosure of Offer contents and Offer information

Offers will be treated as confidential by Visit Victoria. Visit Victoria will not disclose Offer contents and information except:

- a) as required by Law;
- b) for the purpose of investigations by the Australian Competition and Consumer Commission;
- c) to other government authorities having relevant jurisdiction or where Visit Victoria has an obligation to report or otherwise provide information; or
- d) to Representatives (including external consultants and advisers to Visit Victoria) engaged to assist with the Invitation Process.

8. Invitee warranties

By submitting an Offer, an Invitee warrants that:

- a) in lodging its Offer, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Visit Victoria or its Representatives other than any statement, warranty or representation expressly contained in this Invitation;
- b) it did not use the improper assistance of Visit Victoria or its Representatives or information unlawfully obtained from Visit Victoria or its Representatives in compiling its Offer;
- c) it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by Visit Victoria to Invitees for the purposes of submitting an Offer;
- d) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Offer;
- e) it has made proper allowance for all matters contained in or capable of inference from the information contained in this Invitation or obtained as part of the Invitation Process;
- f) it has made proper allowance for all matters which might impact upon the Invitee's ability to provide the Goods and/or Services or provide the Goods and/or Services within any particular time, cost or quality constraints;
- g) it has, and will maintain, the necessary skill, qualification and experience to enable it to provide the Goods and/or Services or carry out the works in accordance with the Proposed Contract;
- h) it has, or will be able to, obtain all the necessary consents, permits and authorities necessary in order for it to provide the Services or carry out the works;
- i) it is satisfied as to the correctness and sufficiency of its Offer;
- j) it is responsible for all costs and expenses related to the preparation and lodgement of its Offer, any subsequent negotiation, and any future process connected with or relating to the Invitation Process;
- k) its Offer has been prepared in accordance with all relevant Laws and mandatory codes of conduct;
- l) no inducement, payment or promise has been made by the Invitee or any of its Representatives to any personnel of Visit Victoria in connection with this Invitation or the Goods and/or Services requested under it;
- m) it does not, and will ensure that its Representatives do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with, or might appear to be created in conflict with, the interests of Visit Victoria or the State during the Invitation Process;
- n) all statements made by the Invitee with respect to its Offer are true, not misleading and can be substantiated;
- o) it is not insolvent within the meaning of Section 95A of the Corporations Act 2001 (Cth) or otherwise and there is no unfulfilled or unsatisfied judgement or court order outstanding against the Invitee;
- p) it otherwise accepts and will comply with the rules set out in Part A.1 – About this Invitation and Part B – Conditions of Participation; and
- q) it will provide additional information in a timely manner as requested by Visit Victoria to clarify any matters contained in its Offer.

9. Visit Victoria's rights

Notwithstanding anything else in this Invitation, and without limiting its rights at Law or otherwise, Visit Victoria reserves the right, in its absolute discretion at any time, to:

- a) cease to proceed with or suspend the Invitation Process;
- b) alter the structure and/or timing of this Invitation or the Invitation Process;
- c) vary or extend any time or date specified in this Invitation for all or any Invitees;
- d) terminate the participation of any Invitee or any other person in the Invitation Process;
- e) require additional information or clarification from any Invitee or any other person or provide additional information or clarification;
- f) negotiate with any one or more Invitees and allow any Invitee to alter its Offer;
- g) call for new Offers;
- h) reject any Offer received after the Closing Time, specified at Item 5 of Part A.1;
- i) reject any Offer that does not comply with the requirements of this Invitation; and/or
- j) consider and accept or reject any Alternative Offer.

10. Law

10.1. Governing Law

This Invitation and the Invitation Process are governed by the Laws.

10.2. Compliance with Law

Invitees must comply with all applicable Laws in preparing and lodging their Offers and in taking part in the Invitation Process.

Any Invitee, if requested by the Project Manager, must submit evidence of its compliance with any relevant Laws.

11. Interpretation

11.1. Definitions

	Definition
Additional Materials	means any or all of the materials as specified at Item 9 of Part A.1 - About this Invitation.
Alternate Contact	means the person identified as the Alternate Contact in Item 3 of Part A.1 - About this Invitation.
Alternative Offer	means an Offer made by an Invitee as an alternative to its primary Offer in accordance with clause 3.4 of this Part B – Conditions of Participation.
Closing Time	means the time specified in Item 5 of Part A.1 - About this Invitation by which Offers must be received by Visit Victoria.
Evaluation Criteria	means the criteria set out at Item 10 of Part A.1 - About this Invitation.
Goods	means the Goods or other products required by Visit Victoria as set out in the Specifications.
Intellectual Property Rights	includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets, know how, registered designs and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
Invitation	means the opportunity set out in each of the documents identified in the Introduction to this Invitation, including this Part B – Conditions of Participation, any Additional Materials and any other documents so designated by Visit Victoria.
Invitation Process	means the process commenced by the issuing of this Invitation and concluding upon formal announcement by Visit Victoria of the selection of a preferred Invitee(s) or upon the earlier termination of the process.
Invitee	means any entity that submits an Offer in response to this Invitation. An Invitee may also be known as a tenderer, provider, registrant, bidder or supplier.
Item	means an Item in Part A.1 - About this Invitation.
Late Offer	means an Offer deemed to be a Late Offer under clause 3.2(a) of Part B – Conditions of Participation.
Laws	means: <ul style="list-style-type: none"> a) the Law in force in Victoria, including common Law, legislation and subordinate legislation; and b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities.
Offer	means a document lodged by an Invitee in response to this Invitation containing an Offer to provide Goods and/or Services in accordance with this Invitation. This may also be referred to as a quote, tender, submission, registration, proposal or bid.
Part	means a part of this Invitation.
Project Manager	means the person identified as the Project Manager in Item 3 of Part A.1 - About this Invitation.

	Definition
Proposed Contract	means the agreement and any other terms and conditions contained in or referred to in Part C – Proposed Contract.
Representative	means a party and its directors, officers, agents, servants, employees, contractors, associates, consultants, advisors, secondees, Invitees and anyone else for whom that party is responsible and, in respect of an Invitee, includes any Related Body Corporate of the Invitee (as that term is defined in the <i>Corporations Act 2001</i> (Cth)) and any proposed subcontractors, suppliers and consortia members.
Services	means the services required by Visit Victoria as set out in the Specifications.
Specifications	means any Specifications or description of Visit Victoria’s requirements contained in Part A.2 – Specifications.
State	means the Crown in right of the State of Victoria.
Tender Box	means the secure location within which Offers must be lodged as described in Item 6 of Part A.1 - About this Invitation.

11.2. Interpretation

In this Invitation, unless expressly provided otherwise:

- a) the singular includes the plural and vice versa;
- b) a reference to:
- c) ‘includes’ or ‘including’ means includes or including without limitation;
- d) any legislation (whether primary or subordinate) is to legislation of the Commonwealth of Australia, or the State of Victoria as amended or replaced from time to time; and
- e) ‘\$’ or dollars is a reference to the lawful currency of the Commonwealth of Australia;
- f) time or date, is a reference to the Australian Eastern Standard time in Melbourne, Victoria.
- g) if a word or phrase is defined, its other grammatical forms have corresponding meanings; and
- h) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

11.3. Inconsistency

If there is any inconsistency between the documents that comprise this Invitation (**Parts A to D**), the documents will be interpreted in the following, descending order of precedence:

- a) the Conditions of Participation in **Part A.1 and Part B** of this Invitation and any appendices, annexures or attachments;
- b) the Specification in **Part A.2** of this Invitation;
- c) the Proposed Contract in **Part C** of this Invitation; and
- d) **Part D** of this Invitation and any annexures or attachments,

so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

Part C – Proposed Contract (Draft)

Date [Insert Date]

Public Relations Services Contract

Visit Victoria Limited

ACN 611 725 270

(**Visit Victoria**)

and

[Insert Contractor's Legal Entity Name]

[Insert Contractor's Entity Number (ABN or alternative)]

(**Contractor**)

Public Relations Services Contract

1. Definitions

In this Contract unless otherwise indicated:

Additional Services means the provision of additional public relations services in the categories described in Schedule Four, which for the avoidance of doubt do not include the Core Services..

Additional Services Fees means the fees payable by Visit Victoria to the Contractor for the provision of the Additional Services.

Additional Services Statement of Work has the meaning given in clause 6.2.

Business Days means Monday to Friday, excluding public holidays in the State of Victoria.

Claim includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgments either at law (including negligence) or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

Confidential Information means all information and Materials, in any form, which are disclosed by or on behalf of a party under this Contract, or of which a party becomes aware or acquires in connection with this Contract and includes the Contract Terms and Contract Details, all information and Materials about or relating to a party or its business, operations or strategies and all information or Materials marked by or on behalf of a party as confidential. For the avoidance of doubt, Confidential Information includes any information that Visit Victoria notifies the Contractor is 'confidential'.

Conflict of Interest includes any perceived or actual conflict between the duties of the Contractor or any of its Personnel under this Contract and any duties of the Contractor or any of its Personnel to any third party or any personal, business, financial or other interest that the Contractor or any of its Personnel may have in relation to the Services (or any part of the Services).

Contact Person means the contact person for each party in relation to this Contract, as set out in the Contract Details or varied by any written notice.

Contract means the Contract for the provision of Services between Visit Victoria and the Contractor, consisting of these Contract Terms and the Contract Details and the Tender Documentation.

Contract Details means the details set out in Schedule 1.

Contract Materials means all Materials and Intellectual Property Rights created by or on behalf of the Contractor or any Personnel in connection with this Contract.

Contract Terms means these Contract Terms for provision of Services.

Contractor means [*insert name of Contractor*].

Core Services means the provision of public relations services in accordance with Schedule Two.

Core Services Fees means the fees payable by Visit Victoria to the Contractor for the provision of the Core Services as specified in Schedule Three.

CPI means the All Groups Consumer Price Index Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics on its website at www.abs.gov.au.

Currency means the currency specified in Schedule 1.

Dispute means a dispute in relation to this Contract.

Dispute Notice means a written notice setting out details about a Dispute.

End Date means the Initial End Date, unless extended by the parties under clause 2.2.

Existing Material means all Material other than Contract Materials, which is made available by a party under this Contract, including any Third Party Material.

Expenses means the expenses listed in the Contract Details or approved in writing by Visit Victoria.

Extension Notice means a notice in writing provided by Visit Victoria to the Contractor in accordance with clause 2.2.

Initial End Date means the date described as such in the Contract Details.

Initial Term has the meaning given to that term in clause 2.1.

Intellectual Property Rights means all and any patents, patent applications, trade marks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Key Personnel means Contractor's Personnel described in the Schedule 1 or replacements approved by Visit Victoria (if any).

Laws includes any law in force applying to the provision of the Services or this Contract, including the common law and equity.

Loss means loss or damage however caused whether based in tort, contract or otherwise.

Materials includes documents, papers, models, drawings, materials, transcripts, computer software and programs and consumables.

Non Conforming Services has the meaning given in clause 10.

Overdue Amount means an amount (or part thereof) that is, or is no longer, disputed and is due and owing to the Contractor under an invoice validly issued under this Contract and has been outstanding for more than 20 Business Days from the invoice date or the date the invoice ceased to be disputed as the case may be.

Parties means Contractor and Visit Victoria, each as defined in the Contract Details and '**Party**' means either one of them.

Payment Milestones means the Payment Milestones specified in Schedule Three.

Personnel includes all employees, officers, agents, consultants, contractors, subcontractors and other personnel and, in the case of the Contractor, includes Key Personnel and subcontractors approved by Visit Victoria under clause 8.2.

Policies means Visit Victoria's business policies and codes as notified to the Contractor from time to time.

Privacy and Data Protection Act means the *Privacy & Data Protection Act 2014* (Vic).

Request for Tender means the request for tender for provision of the Services issued by Visit Victoria dated [insert date]

Services means the provision of public relations services including the Core Services and any Additional Services.

Start Date means the date described as such in the Contract Details.

Tender Documentation means:

- (a) Request for Tender; and
- (b) the Tender Response,

copies of which are attached to this Contract as Schedule Six and form part of this Contract.

Tender Response means the tender for the provision of the Services in response to the Request for Tender submitted by the Contractor to, and accepted by, Visit Victoria.

Term means the period from the Start Date until the End Date, unless terminated earlier in accordance with clause 21.

Third Party Material means any Existing Material in which a third party has Intellectual Property Rights.

Third Party Restrictions means, in respect of any Materials (including, without limitation, any Developed Materials), any and all restrictions, embargoes, rights of approval or other conditions on the use of such Materials that are:

- (a) imposed by any third party having Intellectual Property Rights or other rights in or to the relevant Materials; and
- (b) communicated to the Contractor in writing by Visit Victoria,

it being acknowledged that:

- (i) where Third Party Restrictions are to be communicated in writing under this Contract, email communication shall be acceptable; and
- (ii) Third Party Restrictions may include a requirement for the Contractor to execute a separate sub-licence agreement.

Visit Victoria means Visit Victoria Limited ACN 611 725 270.

2. Term

2.1 Initial Term

This Contract will commence on the Start Date and will end automatically on the End Date, unless extended pursuant to clause 2.2 or terminated pursuant to clause 21 (the **Initial Term**).

2.2 Visit Victoria option to extend

2.2.1 Visit Victoria acting in its absolute discretion may extend this Contract beyond the Initial Term, by notifying the Contractor in writing no later than the End Date of its wish to extend the Term (together with details of the Key Performance Indicators that will apply for the extension period) (an **Extension Notice**). Delivery of a first Extension Notice will extend the End Date to the first anniversary of the Initial End Date.

2.2.2 Visit Victoria acting in its absolute discretion may extend this Contract for a further 12 months, by delivering to the Contractor a second Extension Notice. Delivery of a second Extension Notice will extend the End Date to the second anniversary of the Initial End Date.

2.2.3 Following receipt of an Extension Notice, Visit Victoria and the Contractor agree to meet promptly and use their reasonable endeavours to agree any changes to the obligations of the

parties. In the absence of any agreement to changes, the obligations of the parties in any successive year of the Term shall be the same as in the Initial Term.

- 2.2.4 For the avoidance of doubt, the Core Services Fees and Additional Services Fees payable to the Contractor for any extension period will remain the same amount as the Service Fees payable to the Contractor for the Initial Term (unless otherwise mutually agreed by Visit Victoria and the Contractor in writing).

3. Non exclusive appointment

3.1 Nothing in this Contract is to be taken to imply that Visit Victoria:

- 3.1.1 may not acquire services that are the same as or the same kind as the Services at any time from any other person;
- 3.1.2 is obliged to acquire any minimum volume of Services from the Contractor.

4. Services

4.1 The Contractor must perform the Services for Visit Victoria in accordance with the terms and conditions in this Contract and must:

- 4.1.1 complete each element of the Services by all relevant due dates specified in this contract and complete all of the Services by the End Date;
- 4.1.2 provide the Services with due skill, diligence, care and consistent with the highest professional and industry standards;
- 4.1.3 supply the Services so that the Services are fit for their intended purpose and in accordance with the Key Performance Indicators as set out in Schedule Two or any agreed Additional Services Statement of Work;
- 4.1.4 act in good faith and in the best interests of Visit Victoria;
- 4.1.5 comply with all Laws; and
- 4.1.6 comply with all directions of Visit Victoria.

5. Core Services Fees

5.1 The Core Service Fees payable by Visit Victoria for the provision of the Core Services are set out in Schedule Two.

5.2 Except as expressly stated in Schedule Three the Core Services Fees are:

- 5.2.1 fixed for the Term; and
- 5.2.2 include all applicable taxes and all labour, materials, resource and other costs incurred by the Contractor to supply the Services.

5.3 The Contractor must ensure at all times during the Term that the Core Services Fees are no less favourable than any price at which the Contractor provides or offers to provide services that are equivalent or similar to the Services to any other customer of the Contractor whose orders of services are of a comparable volume to those received by Visit Victoria.

- 5.4 The Contractor must only seek reimbursement of the Expenses listed in the Contract Details.
- 5.5 The total Core Services Fees payable by Visit Victoria for Services provided under this Contract are capped at \$[insert figure] per annum (excl GST).
- 5.6 The Core Services Fee is deemed to cover:
- 5.6.1 the cost of all labour, materials, equipment, parts, consumables, tools and work that are necessary for and incidental to carrying out and completing the Services in accordance with the requirements of this Contract;
 - 5.6.2 design, development and documentation costs;
 - 5.6.3 all costs associated with compliance with Laws, codes of practice, standards (including standards of the Standards Association of Australia as applicable to the Services) and other requirements referred to in this Contract, including all costs arising from a change to those requirements;
 - 5.6.4 the risks expressly or impliedly accepted by the Contractor under the Contract;
 - 5.6.5 the warranties given under this Contract and any other warranties required under the operation of law;
 - 5.6.6 the cost of obtaining and maintaining insurance policies as are required to be obtained and maintained under the Contract; and
 - 5.6.7 all other obligations on the Contractor and tasks carried out by the Contractor arising out of or in any way in connection with the Contract.

6. Additional Services

- 6.1 During the Term, Visit Victoria may procure any of the Additional Services by agreeing an Additional Services Statement of Work with the Contractor in accordance with this clause 6.
- 6.2 Each Additional Services Statement of Work must be agreed in the following manner:
- 6.2.1 Visit Victoria may request the Contractor, in writing via email, to provide any or all of the Additional Services. Visit Victoria will when requesting the provision of Additional Services provide the Contractor with information in order to prepare a draft Additional Services Statement of Work for the Additional Services requested (including any relevant key performance indicators);
 - 6.2.2 The Contractor must promptly review any request submitted by Visit Victoria and prepare and submit to Visit Victoria within 5 Business Days of receipt of the request a draft Additional Services Statement of Work for the Additional Services which includes:
 - (a) a description of the Additional Services to be performed by the Contractor;
 - (b) the Contractor's Additional Services Fees for performing the Additional Services. The Additional Services Fees must be calculated using the rates set out in Schedule Five. The Additional Services Fees are fixed for the Term of this Contract and no indexation or CPI will be applied. The Additional Services Fee is deemed to include all royalties, taxes, labour costs and on-costs, and costs associated with travel and accommodation; and
 - (c) a proposed timetable (including the timing of payment of Additional Services Fees with such payment to be linked to the satisfactory achievement of relevant milestones).

- 6.3 Any draft Additional Services Statement of Work provided to Visit Victoria by the Contractor under this clause must include the information specified at clause 6.2.2 above, as relevant.
- 6.4 Visit Victoria must notify the Contractor within 5 Business Days after receipt of the draft Additional Services Statement of Work if it:
- (a) accepts the draft Additional Services Statement of Work, in which case each party will sign and date the Additional Services Statement of Work;
 - (b) wishes to renegotiate the Additional Services Statement of Work; or
 - (c) rejects the Additional Services Statement of Work.
- 6.5 An Additional Services Statement of Work will not be binding on either Party unless signed and dated in accordance with clause 6.4(a).
- 6.6 Each Additional Services Statement of Work for Additional Services, once signed by both parties in accordance with clause 6.4(a), will be part of this Contract and will not form a separate contract to it. The Contractor must provide the Additional Services from the date specified in the relevant Additional Services Statement of Work once signed by both parties in accordance with clause 6.4(a).
- 6.7 If there is an inconsistency between the terms set out in this Contract and the terms set out in an agreed Additional Services Statement of Work, this Contract prevails to the extent of the inconsistency.

7. Payment

- 7.1 The Contractor may invoice Visit Victoria for payment of the Core Services Fees and the Additional Services Fees in respect of the Services:
- 7.1.1 upon achievement by the Contractor of the relevant Milestone or deliverable as specified in Schedule Three (in the case of the Core Services Fee) or the relevant approved Additional Services Statement of Work (in the case of any Additional Services); and
 - 7.1.2 where Visit Victoria has confirmed in writing that the relevant Milestone or deliverable has been delivered in accordance with the requirements of this Contract.
- 7.2 Invoices issued by the Contractor under this Contract must:
- 7.2.1 include the full amount payable by Visit Victoria;
 - 7.2.2 reference the relevant approved Purchase Order number;
 - 7.2.3 provide a description of the relevant Payment Milestone or deliverables and a breakdown of the Core Services Fee or Additional Services Fee being invoiced;
 - 7.2.4 attach evidence of remittance of fees related to any third parties subcontractors or services providers relevant to the Services;
 - 7.2.5 be sent to the Visit Victoria Contact Person (or such other person nominated in writing by Visit Victoria); and
 - 7.2.6 comply with the requirements of GST Law.
- 7.3 The Contractor may seek reimbursement of Expenses at the same time as invoices are issued for payment of Core Service Fees or Additional Service Fees or within 20 Business Days of termination or expiry of this Contract. Visit Victoria will only reimburse the Contractor for Expenses that are necessarily incurred to provide the Services and where the Contractor has obtained prior written approval from Visit Victoria before

incurring the Expense. The Contractor must attach a copy of the invoice from the applicable third party confirming that the Contractor has paid for the Expense.

- 7.4 Visit Victoria will pay each invoice within 20 Business Days of receipt, unless the invoiced amount is disputed. In that case, Visit Victoria will pay the undisputed amount (if any) and notify the Contractor of the amount Visit Victoria believes is due for payment. If Visit Victoria and Contractor cannot agree on the balance of the invoiced amount, the dispute will be managed under clause 20.
- 7.5 Payment of an invoice by Visit Victoria is not to be taken as evidence that the Services have been satisfactorily provided as required by this Contract, but is only to be taken as payment on account.
- 7.6 Visit Victoria may set off any amount owed to the Contractor by Visit Victoria against any amount payable or claimed to be payable by the Contractor to Visit Victoria whether under this Contract or otherwise. Visit Victoria will notify the Contractor if making a set off under this clause.

8. Personnel

- 8.1 The Contractor must ensure that the Key Personnel (if any) personally provide, or oversee provision of, the Services. Visit Victoria may, by providing written notice, require the Contractor to immediately replace any of the Key Personnel with another suitably experienced member of its Personnel.
- 8.2 The Contractor must not subcontract the performance of any of its obligations under this Contract without the prior written consent of Visit Victoria (which may be granted or withheld in Visit Victoria's absolute discretion and be subject to any such conditions as deemed appropriate by Visit Victoria). The Contractor will not, as a result of any subcontracting arrangement, be relieved of any of its obligations under this Contract and is liable to Visit Victoria for the acts, omissions, defaults and negligence of any subcontractor as though they were acts, omissions, defaults and negligence of the Contractor itself.

9. Cancelling Services

- 9.1 Visit Victoria may at any time cancel all or any part of the Services for any reason by giving written notice to the Contractor. On receipt of such notice, the Contractor must do everything possible to mitigate its Loss arising in connection with the cancelled Services.
- 9.2 Visit Victoria must pay for all Services provided in accordance with this Contract before the cancellation date but is not liable for any other costs in connection with the cancelled Services (including any loss of profits suffered by the Contractor).

10. Non Conforming Services

- 10.1 The Contractor must immediately notify Visit Victoria if it becomes aware of (or suspects) any error or omission in the provision of the Services and must promptly rectify such error or omission at its own cost.
- 10.2 Without limiting any other remedy available to Visit Victoria, if the Contractor fails to provide the Services in accordance with this Contract (**Non Conforming Services**), Visit Victoria may direct the Contractor to correct the Non Conforming Services within the period stated in the direction and the Contractor must comply with the direction at its own cost.
- 10.3 If the Non Conforming Services are not able to be corrected under clause 10.2, Visit Victoria may correct itself, or have corrected by a third party, the Non Conforming Services and the Contractor must reimburse Visit Victoria all costs Visit Victoria incurs to correct the Non Conforming Services.
- 10.4 Visit Victoria is not required to pay for any Non Conforming Services unless and until those services are corrected by the Contractor.

11. Access, safety and equipment

- 11.1 The Contractor must, and must ensure that its Personnel, comply with all directions given by Visit Victoria, and all Visit Victoria Policies when on Visit Victoria's premises.
- 11.2 When providing the Services, the Contractor must comply with all occupational health and safety Laws and occupational health and safety policies published by the Victorian WorkCover Authority or the equivalent regulator in the place where the Services are being provided.
- 11.3 Unless otherwise stated in the Contract Details, the Contractor must supply all equipment, facilities and other items and Materials necessary to provide the Services. All equipment must be properly maintained by the Contractor and must be appropriate for the purpose for which it used or intended to be used.

12. Records and Audit

- 12.1 The Contractor must keep detailed and proper records and books of account relating to the performance of its obligations under this Contract and must retain those books and records for a minimum period of 7 years after expiry or termination of this Contract.
- 12.2 During the period of this Contract and for 7 years after its expiry or termination, the Contractor must provide Visit Victoria and its nominated representatives with access to (and permission to take copies of) its books and records as required to verify the Contractor's compliance with this Contract. Each party must pay its own costs of the audit.
- 12.3 The Contractor must provide Visit Victoria and its nominated representatives with all assistance needed to allow Visit Victoria and its nominated representatives to access and copy the books and records and to interview the Contractor's personnel, including providing access to photocopiers, office space, computers and telephone facilities.
- 12.4 If an audit under clause 12.2 demonstrates to Visit Victoria's satisfaction that the Contractor has invoiced Visit Victoria for amounts exceeding its entitlements under this Contract, the Contractor must, within 10 Business Days of receiving notice from Visit Victoria, reimburse Visit Victoria the full amount of the overpayment.
- 12.5 Visit Victoria must give at least 10 Business Days notice of an audit under clause 12.2.

13. Confidentiality and Privacy

- 13.1 Each party must keep confidential, and maintain proper and secure custody of, all Confidential Information of the other party except for disclosures permitted under clause 13.3 and, in the case of Visit Victoria, clause 13.2 and 13.4, and must use and reproduce Confidential Information of the Owner only to exercise its rights and perform its obligations under this Contract.
- 13.2 Visit Victoria may disclose Confidential Information of the Contractor to its legal advisors, auditors or other advisors who require this information to provide advice to the Visit Victoria in relation to this Contract and to its Personnel on a 'need to know' basis, provided that, before disclosure, those persons are directed to retain the confidentiality of the information.
- 13.3 The Contractor may disclose Confidential Information of Visit Victoria to its legal advisors, auditors or other advisors who require this information to provide advice to the Contractor in relation to this Contract and to its Personnel on a 'need to know' basis, provided that before disclosure, those persons:
 - 13.3.1 are directed to retain the confidentiality of the information; and
 - 13.3.2 execute a non disclosure in favour of Visit Victoria (in a form approved by Visit Victoria).

- 13.4 The Contractor consents to Visit Victoria at any time using and disclosing its Confidential Information as may be required:
- 13.4.1 in the course of Visit Victoria performing its functions; and
 - 13.4.2 to satisfy the requirements of parliamentary accountability, pursuant to policies of the government or by the Department of Treasury and Finance or any other government department or agency in Victoria.
- 13.5 The Contractor must inform its Personnel of its obligations under this clause and ensure its Personnel do not do or omit to do anything which would place the Contractor in breach of its obligations under this clause.
- 13.6 If the Contractor becomes aware of a suspected or actual breach of this clause 13 by the Contractor or its Personnel, the Contractor must immediately notify Visit Victoria and take all reasonable steps required to prevent or stop the suspected or actual breach.
- 13.7 The Contractor must immediately on request or on expiry or termination of this Contract return all Confidential Information of Visit Victoria to Visit Victoria or at Visit Victoria's election, destroy all copies of the Confidential Information of Visit Victoria (stored in any medium) in its or its Personnel's possession.
- 13.8 The obligations in this clause do not apply to any Confidential Information which:
- 13.8.1 Visit Victoria or the Contractor is required by Law to disclose; or
 - 13.8.2 at the time of its first disclosure under this Contract, was already in the public domain or, after disclosure under this Contract, comes into the public domain other than by disclosure in breach of this Contract.
- 13.9 The Contractor will provide to Visit Victoria all data collected by the Contractor in relation to any promotions or advertising that are specifically related to the Services. The Contractor must, before collecting any data on behalf of Visit Victoria, ensure that an appropriate 'opt in' or data collection statement is included in compliance with all relevant data privacy and data collection laws that apply to the data.
- 13.10 Any data managed by the Contractor in relation to this Contract must be Handled in accordance with the *Privacy and Data Protection Act 2014* (Vic) and any other applicable privacy laws relevant to the jurisdiction in which the Services are being provided.
- 13.11 For the purposes of this Contract, 'Handling' means collecting, using, disclosing, holding, storing, organising, adapting, retrieving, consulting, making available, combining, blocking, erasing and destroying. 'Handle' and 'Handled' have equivalent meanings.
- 13.12 The Contractor must:
- 13.12.1 comply with the *Privacy and Data Protection Act 2014* (Vic) and the *Spam Act 2003* (Cth) in the course of Handling any Personal Information received by the Contractor from or on behalf of Visit Victoria in connection with this Contract;
 - 13.12.2 take all reasonable steps to ensure that Personal Information in connection with this Contract is protected against misuse, interference and loss, or unauthorised access, modification or disclosure;
 - 13.12.3 not use or disclose Personal Information received from or on behalf of Visit Victoria in connection with this Contract other than for the purposes of performing its obligations under this Contract, unless required or authorised by law;
 - 13.12.4 ensure that their personnel who Handle Personal Information in connection with this Contract are made aware of, and comply with, the obligations under this clause; and

- 13.12.5 upon request from Visit Victoria, include a privacy collection statement prepared by Visit Victoria and a link to Visit Victoria's privacy policy in any electronic direct mail in connection with this Contract.

14. Publicity

- 14.1 The Contractor must not make any public statements, including issue any media release, about Visit Victoria or in connection with this Contract without the prior written consent of Visit Victoria.
- 14.2 The Contractor must not use or reproduce Visit Victoria's name, logo or other trademarks without the prior written consent of Visit Victoria.

15. Intellectual Property Rights

- 15.1 Visit Victoria owns all Contract Materials with effect from the date of their creation and the Contractor irrevocably and unconditionally assigns to Visit Victoria, including by way of an assignment of future Intellectual Property Rights, all of its Intellectual Property Rights in the Contract Materials on creation.
- 15.2 Subject to clause 13, Visit Victoria grants the Contractor a non-exclusive, royalty-free, non-transferable licence to use the Contract Materials solely for the purpose of providing the Services to Visit Victoria. This licence automatically expires on expiry or termination of this Contract.
- 15.3 On request or on expiry or termination of this Contract, the Contractor must promptly provide Visit Victoria with a complete copy of all Contract Material and return all of Visit Victoria's Existing Material to Visit Victoria.
- 15.4 The Contractor grants Visit Victoria a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence (including the right to sub-license) to use, reproduce, publish, modify, adapt and communicate any Existing Material in the Services to the extent necessary to allow Visit Victoria the full use and enjoyment of the Services.
- 15.5 The Contractor warrants and represents to Visit Victoria that:
- 15.5.1 it has the right to assign the Contract Materials and licence any Existing Material that forms part of those Contract Materials to Visit Victoria in accordance with this clause; and
 - 15.5.2 it is entitled to use any Intellectual Property Rights used by it in connection with providing the Services.
- 15.6 The Contractor warrants that it has or will procure from all Personnel who have Intellectual Property Rights in the Contract Materials and the Existing Material a written assignment of all of those Intellectual Property Rights as necessary to give effect to this clause 15 and an irrevocable written consent to Visit Victoria doing, or omitting to do, any act or omission in relation to any copyright works in the Contract Materials and the Existing Material (including any act or omission which might have otherwise affected the 'Moral Rights' of the authors of the 'Works' (as those terms are defined in the *Copyright Act 1968* (Cth)).
- 15.7 Before using any Third Party Material in the performance of Services under this Contract, the Contractor must obtain all necessary copyright, and other Intellectual Property Right permissions required from either Visit Victoria or the relevant third party. Nothing in this Contract confers any right of ownership in respect of Third Party Material.
- 15.8 Without limiting clause 15.7, to the extent that the Contractor needs to use any of Visit Victoria's Existing Material for the purpose of performing its obligations under this Contract, Visit Victoria grants to the

Contractor a revokable, non-exclusive, royalty-free, non-transferable licence to use its Existing Material solely for the purpose of performing its obligations under this Contract. This licence:

- 15.8.1 may be subject to such Third Party Restrictions as notified to the Contractor by Visit Victoria (which for the avoidance of doubt may include a requirement to execute a sub licence on terms to be approved by a third party and any other requirements as may be reasonable or necessary to protect the interests of a third party who has an interest in the Existing Material);
- 15.8.2 automatically expires on termination or expiry of this Contract.

16. Conflict of Interest

The Contractor must promptly notify Visit Victoria if any actual or potential Conflict of Interest arises relating to the provision of any part of the Services by the Contractor or its Personnel and must comply with Visit Victoria's reasonable directions in relation to the management of that Conflict of Interest.

17. Liability

17.1 To the fullest extent permitted by Law, the Contractor indemnifies and agrees to keep Visit Victoria and its Personnel (together, the '**Indemnified**') indemnified from and against all Losses incurred or sustained by the Indemnified (including Losses incurred or sustained in connection with a third party Claim against any of the Indemnified) arising directly or indirectly out of or otherwise in connection with:

- 17.1.1 personal injury to, or the death of any person caused by or contributed to by the Contractor or its Personnel;
- 17.1.2 any Loss of, or damage to, any property caused by or contributed to by the Contractor or its Personnel;
- 17.1.3 any breach of this Contract or any Law by the Contractor or its Personnel (including any breach of clause 14 or 15);
- 17.1.4 any liability to make payments to any of the Contractor's Personnel engaged in the provision of the Services;
- 17.1.5 any Claim by any person against the Indemnified alleging that the Contract Materials or their use infringes the Intellectual Property Rights of any person; and
- 17.1.6 any fraudulent, unlawful, reckless, wilfully wrongful or negligent act or omission of the Contractor or any of its Personnel,

except to the extent that the Loss was directly caused by any negligent act or omission or wilful misconduct of Visit Victoria.

17.2 Each indemnity in this Contract is a continuing obligation separate and independent from the other obligations of the Contractor and does not limit any other right of Visit Victoria or require Visit Victoria to incur a cost or expense or make any payment before enforcing the right of indemnity.

17.3 Notwithstanding any other provision of this Contract and to the fullest extent permitted by Law, in no circumstances will either party be liable to the other party for any consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss of revenue, loss or corruption of data, business interruption or indirect costs).

18. Insurance

The Contractor must effect and maintain, during the period of this Contract and for 7 years after it expires or is terminated, the insurances stated in the Contract Details and must, on request, provide Visit Victoria with a certificate of currency evidencing those insurance policies are being maintained.

19. Warranties

19.1 The Contractor represents and warrants to Visit Victoria that:

- 19.1.1 it will be available to provide the Services as required by this Contract and will not owe obligations to a third party that may or are likely to adversely affect its capacity to provide the Services;
- 19.1.2 where Visit Victoria has, either expressly or by implication, made known to the Contractor any particular purpose for which the Services are required, the Services will be provided in such a way as to achieve that purpose;
- 19.1.3 while on premises owned or controlled by Visit Victoria, it will comply with Visit Victoria's lawful directions and all Visit Victoria Policies; and
- 19.1.4 it and its Personnel do not have any Conflicts of Interest relating to the provision of any part of the Services.

19.2 The Contractor represents and warrants to Visit Victoria that as at the date of execution of this Contract:

- 19.2.1 it has the power under its constitution to enter into and comply with its obligations under this Contract and it is not and has never been in default under such relevant constitution;
- 19.2.2 it is not in liquidation or receivership or subject to any event which under the laws of any relevant jurisdiction have a similar or analogous effect to a liquidation or receivership;
- 19.2.3 it has and will continue to have the funding required to meet its undertakings in this Contract; and
- 19.2.4 it has and will continue to comply with its constitutional documents.

19.3 If any change in the above representations and warranties set out in clause 19.1 or 19.2 occurs after the date of execution of this Contract, the Contractor will provide notice in writing to Visit Victoria of the change.

20. Dispute Resolution

- 20.1 A party claiming that a Dispute has arisen must promptly give the other party a Dispute Notice.
- 20.2 Subject to clause 20.5, the parties must attempt to resolve all Disputes under this clause before starting any court proceedings, other than court proceedings for interlocutory relief.
- 20.3 The parties must attempt to resolve all Disputes within one month of the Dispute Notice date by negotiation between the parties' senior managers and, if required, the parties' Chief Executive.
- 20.4 If a Dispute cannot be resolved under clause 20.3, Visit Victoria may elect, within 1 month of the Dispute Notice date, to refer the Dispute for attempted resolution by mediation administered by the Australian Disputes Centre (**ADC**) according to its mediation guidelines. Each party will pay its own costs of the mediation and the cost of ADC and the appointed mediator will be shared equally between the parties.

20.5 If a Dispute remains unresolved 3 months after the Dispute Notice date, either party may commence court proceedings in relation to the Dispute.

21. Termination

21.1 Visit Victoria may terminate this Contract immediately by notice in writing to the Contractor if:

- 21.1.1 any insolvency event occurs in relation to the Contractor, if the Contractor is wound up, dissolved, becomes insolvent or has a liquidator, provisional liquidator, administrator, receiver, manager or receiver and manager appointed;
- 21.1.2 the Contractor breaches any term of this Contract and fails to remedy that breach (if the breach is capable of remedy) within 10 Business Days of receiving written notice from Visit Victoria; or
- 21.1.3 Visit Victoria considers (in its absolute discretion) that the Contractor or any of its Personnel have engaged in conduct which is dishonest, fraudulent, deceitful or abusive.

21.2 If this Contract is terminated under clause 21.1 Visit Victoria must pay for all Services provided in accordance with this Contract before the effective termination date but is not liable for any other costs in connection with termination of this Contract (including any Loss or consequential, indirect or special losses or damages of any kind including loss of profits incurred or suffered by the Contractor).

21.3 Visit Victoria may in its absolute discretion terminate this Contract for convenience, without cause, by giving the Contractor the period of notice stated in the Contract Details.

21.4 If this Contract is terminated under clause 21.3, Visit Victoria will not be liable to the Contractor for any costs in connection with termination (including any Loss or consequential, indirect or special losses or damages of any kind including loss of profits incurred or suffered by the Contractor).

21.5 If this Contract is terminated under this clause 21, the Contractor must do everything possible to mitigate its Losses arising in connection with termination of this Contract.

22. GST

22.1 Words and expressions used in this clause that are not defined in this Contract have the defined meanings given in the GST Law.

22.2 Unless expressly stated otherwise, all consideration payable under this Contract in relation to any supply is inclusive of GST.

22.3 If GST is payable in respect of any supply made under this Contract, Visit Victoria must pay to the Contractor an amount equal to the GST payable on the supply, subject to Visit Victoria receiving a tax invoice in respect of the supply. Payment will be made at the same time and in the same manner as the consideration for the supply is provided.

23. Contract Management

23.1 The parties must act in close consultation and cooperation with each other in relation to the performance of this Contract.

23.2 The Contractor must attend meetings as reasonably required by Visit Victoria at a time and place nominated by Visit Victoria.

24. General

- 24.1 Time is of the essence for the Contractor meeting all due dates and Milestones specified in this Contract.
- 24.2 This Contract may only be varied or replaced by a document duly executed by the parties.
- 24.3 This Contract contains the entire understanding between the parties as to the subject matter contained in it. All previous Contracts, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Contract and have no effect.
- 24.4 A right relating to this Contract may only be waived by a written notice signed by the party waiving the right. A single or partial exercise or waiver of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.
- 24.5 The Contractor must not assign, novate or otherwise transfer or encumber any of its rights or obligations under this Contract without the prior consent of Visit Victoria, which must not be unreasonably withheld.
- 24.6 Visit Victoria may assign, novate or otherwise transfer or encumber any of its rights or obligations under this Contract without the consent of the Contractor. The Contractor must execute such documents and do such things as Visit Victoria may reasonably require to give effect to any such assignment, novation or transfer by Visit Victoria.
- 24.7 No party to this Contract has the power to obligate or bind any other party. Nothing in this Contract is to be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between Visit Victoria and the Contractor. Nothing in this Contract is to be deemed to authorise or empower the Contractor to act as an agent of Visit Victoria.
- 24.8 The rights and remedies conferred on a party by this Contract are in addition to all other rights and remedies of that party.
- 24.9 The following provisions of this Contract survive its termination or expiry and may be enforced at any time: clauses 1, 7, 9, 10, 12, 13, 15, 17, 18, 19, 20, 21, 24, 25, 26 and this clause 24.9 any other provision which is stated, or by its context is required, to survive termination.

25. Notices

All notices and communications given under this Contract must be given in writing and directed to the recipient's Contact Person at the address stated in the Contract Details (or varied by any notice in writing).

26. Interpretation

- 26.1 This Contract is governed by, and is to be construed under, the laws of Victoria.
- 26.2 In this Contract, a reference to:
- 26.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body and any government agency;
 - 26.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
 - 26.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

26.3 If a party consists of more than one person, this Contract binds them jointly and each of them severally.

26.4 In this Contract:

26.4.1 a reference to '\$' or 'dollars' is a reference to Australian dollars;

26.4.2 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;

26.4.3 a reference to a statute, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

26.4.4 a reference to a clause or party is a reference to a clause or party to this Contract;

26.4.5 a reference to the singular includes the plural and vice versa;

26.4.6 a reference to a gender includes the other genders;

26.4.7 headings and sub-headings are inserted for convenience only and do not affect the interpretation of this Contract;

26.4.8 where a word is defined, its other grammatical forms have a corresponding meaning; and

26.4.9 the words including or includes mean 'including but not limited to' or 'including without limitation'.

26.5 If a provision in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

26.6 This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

26.7 To the extent that there is any inconsistency between the provisions of this Contract and the other relevant documentation, the following order of priority shall apply:

26.7.1 the terms of this Contract (clauses 1 to 26);

26.7.2 the Contract Details;

26.7.3 any attachments or Schedules to this Contract; and

26.7.4 Tender Documentation

END OF CONTRACT TERMS

Schedules

Schedule 1 – Contract Details

Contractor	[entity name] [entity address] ABN or [Company Registration Number depending on local legal status]:
Start Date (clause 2)	[date]
Initial End Date (clause 2)	[date]
Expenses (clause 5.4)	Schedule 2 [list any expenses that Visit Victoria has agreed to reimburse the Contractor for in connection with the performance of the Services. If there are no reimbursable Expenses, insert 'Not Applicable'.]
Key Personnel (clause 8.1)	Contractor's Key Personnel [name] [job title] [contractor company name] [contractor office address] T: [contact number] [contact email address] [multiple Key Personnel may be inserted here]
Equipment/ facilities to be provided by Visit Victoria (clause 11.3)	Not applicable

<p>Contact Persons (clause 25)</p>	<p>Visit Victoria Contact Person: [name] [job title] Visit Victoria [VV office address] T: [contact number] [contact email address]</p> <p>Contractor's Contact Person: [name] [job title] [contractor company name] [VV office address] T: [contact number] [contact email address]</p>
<p>Insurance (clause 18)</p>	<p>Professional indemnity insurance: a minimum of \$10 million</p> <p>Public liability insurance: a minimum of \$10 million</p> <p>Workers compensation insurance: as required by Law.</p>
<p>Termination for convenience (clause 21.3)</p>	<p>Period of notice Visit Victoria is required to give:</p> <p>20 Business Days</p>

Schedule 2 Core Services

[This Schedule should contain a complete description of the work to be performed by the Contractor and expected outcomes, including a description of any material (e.g. reports, recommendations, plans etc) required to be produced and delivered by the Contractor.]

This Schedule should set out the Key Performance Indicators applicable to the Core Services (including any basis for measurement of the KPIs and corresponding abatement for failure to meet the KPIs).

If applicable, please also insert the timetable that the Contractor must perform the Services in accordance with. Milestones and due dates must match the payment table in Schedule 3.

Schedule 3 Core Services Fees

[This Schedule should contain a complete description of all fees payable by the Contractor for the performance of the Core Services. Abatement for failure to achieve KPIs should also be reflected in this Schedule.]

Always describe when the Contractor may invoice Visit Victoria for Core Services Fees. E.g. 'the Contractor may invoice Visit Victoria monthly in arrears' or 'the Contractor may invoice Visit Victoria as follows' and then insert a table of dates with Fee amounts attached to those dates. Also, please specify whether the amounts listed are GST inclusive or GST exclusive (or equivalent tax on services in local jurisdiction).]

Schedule 4 Additional Services

[This Schedule should contain a complete description of any additional work which could be required of the Contractor but which does not form the Core Services. Any Additional Services should relate to the provision of PR services only.]

Schedule 5 Additional Services Fees

For the avoidance of doubt the Additional Services Fees are fixed for the Term of this Contract and no indexation or CPI will be applied. The Additional Services Fees are deemed to include all royalties, taxes, labour costs and on-costs, costs associated with travel and accommodation.

[Insert copy of Contractor's rate card. Also, please specify whether the amounts listed are GST inclusive or GST exclusive (or equivalent tax on services in local jurisdiction)]

Schedule 5 Tender Documentation

[Insert copy of Tender Documentation (RFT and Response)]

Signing page

Executed by the parties as an agreement

Signed for and on behalf of **Visit Victoria Limited ACN 611 725 270** by its authorised representative in the presence of:

In the Presence of

.....
Signature of authorised representative

.....
Signature of witness

.....
Name and Title of authorised representative
(BLOCK LETTERS)

.....
Name of Witness
(BLOCK LETTERS)

Date:

Date:

By executing this Contract, the authorised person warrants that he or she is duly authorised to execute this Contract for and on behalf of Visit Victoria.

Executed by the Contractor by its authorised Officer:

In the presence of

.....
Signature of authorised representative

.....
Signature of witness

.....
Name and Title of authorised representative
(BLOCK LETTERS)

.....
Name of Witness
(BLOCK LETTERS)

Date:

Date:

By executing this Contract, the authorised person warrants that he or she is duly authorised to execute this Contract for and on behalf of the Contractor.

Part D – the Offer

Public Relations Services – North America – 2018/1

Instructions to Invitees for completing this Offer template.

12. All responses must be provided within the specified fields of Part D and must respond to the Specification (Part A.2) and Proposed contract (Part C) in accordance with the conditions as set out in About this invitation (Part A.1) and the Conditions of participation (Part B).
13. Invitees must respond to all sections of this template and include their trading name, the Invitation title and reference number in the footer of the template.
14. Invitees may provide supplementary material to support their offer. All supplementary material must be cross referenced to the relevant section of this template.

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Invitee information	
Trading name:	
Registered name:	
Australian Company Number:	Date of issue:
Australian Business Number:	Date of issue:
Address of registered office:	
Principal office in Victoria (if applicable):	

Contact details	
Name of contact person:	
Position title:	
Address:	
Postal address (if different to above):	
Email:	
Website:	
Telephone number:	Mobile:

Signed for and on behalf of the invitee

I warrant that in submitting this offer, I have read and accept the conditions of the Invitation and have the authority to do so.

Invitee: _____

Name: _____

Position: _____

Address: _____

Email: _____

Signature of Invitee's authorised officer: _____

Date of signing: _____

12. Executive summary

Provide an overview of your offer.

13. Methodology

Detail the methodology to be used to deliver the required goods or services.

14. Capabilities

Detail your knowledge and experience relevant to the required procurement including previous experience and any further information which supports your Offer. Please ensure that you address all of the capabilities and requirements appearing in Item 5 of **A2 – Specifications Part A**.

Detail your business's resources and systems to support the delivery of the required procurement.

Detail any value adding factors, e.g. environmental or social benefit, innovation.

Detail your financial capability to deliver the goods or services.

15. Value

Detail how your organisations provides best value.

16. Insurance

Public liability			
Insurance company:		Policy number:	
Amount (\$):		Expiry date:	

Professional indemnity			
Insurance company:		Policy number:	
Amount (\$):		Expiry date:	

Work cover			
Insurance company:		Policy number:	
Amount (\$):		Expiry date:	

17. Compliance statement

As part of the Invitee's response to this Invitation, the Invitee is required to demonstrate their compliance with **Part A.2 – Specification** and **Part C – Proposed Contract**. Where the Invitee 'will not comply' or 'will only partially comply', the Invitee must cross reference the specific clause and state either 'will not comply' or 'will only partially comply' in their Offer. Where the Invitee complies with all requirements, the Invitee is to provide a statement affirming that they understand and comply with **Part A.2 – Specifications and/ or Part C Proposed Contract** the in full.

Compliance with Part A.2 – Specification

[Invitee is to only use this table for instances of non-compliance or partial compliance]

Compliance with Part C – Proposed Contract

[Invitee is to only use this table for instances of non-compliance or partial compliance]

18. Conflict of Interest

Provide details of any actual or perceived interests, relationships or clients which may cause a conflict of interest and actions to prevent or manage the conflicts of interest.

--

19. Pricing schedule

Services fee	[Invitees are required to provide a monthly fee for the provision of the Services together with hourly rates for the relevant roles as listed below (titles may be adjusted to suit Invitee agency structure)]				
	<i>*All fees must be fully costed head hour rates</i>	Units/hrs	Rate (excl. GST)	GST	Total
Account Director					
Account Manager					
Account Executive					
PR Strategist/Planner					
Monthly retainer fee					

Other expenses	[Invitees are required to provide a breakdown of any expenses that will be incurred in providing the Services (that are not included in the monthly fee). An indication of the proposed annual level of expenses is also required.]			
Item	Description of expense	Rate (excl. GST)	GST	Total
Travel				
Subsistence				
Entertainment				
Communication				
Proposed annual level of expenses				

Rate card	[Invitees are to provide a rate card for any Additional Services (as defined in the Contract) that will apply for the Term of the Agreement (maximum 3 years). Titles may be adjusted to suit Invitee agency structure.]			
	<i>*All fees must be fully costed head hour rates</i>	Rate (excl. GST)	GST	Total
Account Director				
Account Manager				
Account Executive				
PR Strategist/Planner				

Attachment A – Media Reporting Manual

VISITING INFLUENCERS AND MEDIA PROGRAM

MEDIA REPORTING MANUAL

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OVERVIEW

Visit Victoria, in conjunction with media analysts Millward Brown Precise (MBP), has created a standardised Microsoft Excel spreadsheet to log media clippings generated by our offices and PR agencies as part of the Visiting Influencers and Media Program (VIMP).

The information provided on this spreadsheet, combined with the matching press clippings, is used by MBP to produce quarterly reports on the media coverage generated.

These reports show Visit Victoria what key messages, regions and experiences are being generated in the media by each office or agency, and whether the coverage supports the marketing and PR strategies designed for that market.

Visit Victoria representatives or offices who generate their own independent media coverage without a PR agency must also use this spreadsheet and instruction manual when submitting their monthly reports to the International Marketing team, regardless of whether MBP produces a media analysis report for that market.

AUSTRALIAN FINANCIAL YEAR

The Australian Financial Year, which runs from July 01 to June 30, is divided into quarters.

Q1 = July, August, September

Q2 = October, November, December

Q3 = January, February, March

Q4 = April, May, June

Millward Brown produces quarterly Media Analysis reports based on the above monthly breakdowns. Visit Victoria also reports to Government on its KPIs on a quarterly basis.

To assist this process, please provide rolling numbers for your clippings for the entire financial year. Begin numbering the clips at No.1 from the start of Q1 (July) and continue this numbering system until the end of Q4 (June) the following year.

MONTHLY REPORTING DEADLINES

In order to ensure Millward Brown reports are produced within a month of the quarter end, we will be supplying the clippings to them on a monthly basis. Agencies should have all clippings listed in the spreadsheet by the end of each month with the corresponding clipping uploaded into the media results website.

This deadline will mean that clippings published very late in the month will need to be logged in the following monthly report. This is perfectly fine. **ONLY CLIPPINGS THAT ARE LISTED ON THE SPREADSHEET WILL BE USED FOR THE REPORTS AND AGENCIES SHOULD ONLY INCLUDE A CLIPPING IN THE SPREADSHEET IF IT IS UPLOADED INTO MEDIA RESULTS.**

Visit Victoria's Head Office will send the completed spreadsheets and clippings to MBP for analysis on the 10th of each month for the previous month's clippings. Those markets that have not managed to make the deadline should be held over until the following month.

If there are substantial delays in receiving clippings or missing clippings cannot be found, Visit Victoria's Head Office, in discussion with the relevant Regional Manager, may decide to proceed with the quarterly analysis without the missing coverage. This will have a negative impact on the PR company's media results.

Once Millward Brown has analysed the clips and produced their quarterly report, Head Office will forward the report to the relevant Regional Manager.

WHAT YOU CAN CLAIM AND WHAT YOU CAN'T

For analysis purposes you can only claim genuine media coverage that has been generated by a publication or program in response to PR work you have done - e.g. stories directly generated from famils, media pitches, events held-in market, media releases or newsletters.

You cannot claim the \$ value of sending out a media release or newsletter; however if a story is generated from that media release or newsletter then you can claim that. Similarly, you cannot claim the \$ value of placing an advertisement on TV; however if someone writes a story about that advertisement then you can claim that story. You cannot claim the \$ value for things that you directly paid for - even if you only paid a small amount. That includes an advertorial-style article in a magazine, a cooperative marketing advertisement, or a custom-published booklet inserted into a newspaper or magazine.

Our media analysis reports aim to tell us what "free" coverage you have achieved, through PR means alone. This includes coverage generated from a family; while a family does incur costs to us we still claim the resulting coverage as we have little or no control over what the journalist will write, how much they will write and whether they will ultimately write anything positive at all.

MEDIA ANALYSIS SPREADSHEET

Please use only the Excel spreadsheet provided by Visit Victoria to log your clippings and update this spreadsheet on a monthly basis.

Please do not alter the spreadsheet or its columns in any way as this makes it difficult for MBP to analyse. It also makes it difficult for Visit Victoria to compile all its market information into one document, which we are required to do for our own reporting procedures.

This spreadsheet should only be used to list media results independently and genuinely generated by the PR agency, marketing representative or office doing their own media relations.

It should not include items generated by a third party. It should not include coverage gained through working with Tourism Australia on their IMHP (International Media Hosting Program). All IMHP coverage and results are supplied using a different spreadsheet supplied by Visit Victoria Head office and should be submitted to Head Office on a quarterly basis. See separate section on this.

Coverage solely generated by our contracted PR agencies or overseas offices is to be referred to as VIMP coverage.

FILLING IN THE SPREADSHEET

You will see that the spreadsheet has tabs along the bottom which list the months of the Australian financial year.

Please enter details about the media clips you have generated for the month under the relevant monthly tab. At the end of the month, once all clips have been entered, please send the updated spreadsheet to your Business Development Manager who will check the spreadsheet against the clips uploaded onto the system before inputting into the master spreadsheet.

When the next month commences, please click the relevant monthly tab on the bottom of the spreadsheet and begin entering the next batch of clips, *continuing the numbering system from the previous month*. When that month ends and all clips have been entered, please send the spreadsheet again, now containing all the new information.

This enables Visit Victoria to have all the financial year's clips for each market available on one Excel spreadsheet. The numbering system should start with No. 1 at the start of the financial year (July) and continue to roll on until the end of that financial year (June).

Please DO NOT alter/add clippings information for previous months once that quarter has been sent to us for analysis as the new information/articles will not be processed. Add any clips which were missed to the next month's report.

While ideally all clips submitted for a particular quarter would have been published in that quarter, we understand that this is not always possible.

Please do take extra care to check that your clippings on the spreadsheet correspond exactly to the clips uploaded into media results, that the numbers are the same, that there are no missing number sequences and that all are labelled the same.

Step-by-Step Guide to filling in the Spreadsheet columns

Market

Please list your market (country) name, e.g. France, China, UK etc choosing from the drop-down list.

Item #

Please give each clip a unique item number, which rolls on for the entire Australian financial year (July 01-June 30). Make sure you match this with the number given to the generated clipping. E.g. number your clips for the whole year from 1 to 100 and give them exactly the same number on the spreadsheet.

Category

Tell us how the clip was generated. Choose the appropriate category from the drop-down menu, e.g. Famil, Event In-market, Media Relations, Newsletter, Press Release.

Media Type

Select a media type from the drop-down menu: Newspaper, Magazine, Radio, TV or Online.

Publication

State the publication, program name or website. For websites, provide the full URL address.

Frequency

Select frequency of the publication or program from our drop-down menu, e.g. daily, weekly, monthly, bi-monthly, quarterly. For online we will presume that the article is on the website for a maximum of one month, unless told otherwise (use the Comments column please).

Headline

Write the full headline, exactly as it appears on the clipping.

If your language uses the same characters as English, please write the full headline in your own language. Do not translate the headline. E.g. write "Melbourne al negozio in ascensore".

If your language uses different characters to English, please write the headline using your own script if possible, AND also include an English translation.

Journalist

State the journalist's name or leave it blank if the author is unknown.

Date of Publication

When did the article/program appear? Monthly publications may be put down as the first day of the month. Enter the date using this format exactly: dd/mm/yyyy; or 08/11/2011. Failure to do this causes formatting problems and potential crashing of the spreadsheet.

Do not use full stops/points between days, months and years as this is not recognised by Excel.

Page Number and Section

Please specify the page number and which section of magazine or newspaper the item appeared. This is relevant to print only.

Page Size

Please list the Page Size as a numeric value and do not use any text/words as this makes it more difficult for MBP to add it up. E.g. simply write 1 or 2 or 0.5 or 0.25 or 0.10. ** Note: please use a full stop/point for percentages (e.g. 0.25) and do not use a comma (e.g. 0,25) as Excel does not recognise this.

If there are several items on one page, clearly mark which parts of the page you are claiming. This is relevant to print only.

Circulation

Print: List the circulation figures as provided by the publication. Please specify if daily, weekly, monthly or quarterly figures. Please confirm if publication is audited and the name of the auditing bureau.

Broadcast: List the size of the audience that has watched (TV) or listened (radio) to the program. Repeated or syndicated programs can be included.

Online: Provide the monthly unique browsers. This applies to commercial websites as well as blogs. For podcasts, try to source the number of times the podcast has been downloaded for the month – but if this isn't available provide us with unique monthly browsers for the site.

If the circulation is unknown, please enter 0 in the column. A note about this can be included in the Comments column if necessary. In order to retain a level of consistency and to ensure circulation for online is kept to a realistic figure, we will be using google ad planner (<http://www.google.com/adplanner>) via Millward Brown to check any numbers which seem particularly high. This tool can be used by anyone and includes most online media and blogs with more than 10K visits a month.

Please DO NOT use the overall monthly users for an entire network (e.g. MSN, Sina Weibo, Yahoo) but endeavour to obtain the specific details for the section in which your article appears. There is often a massive difference in monthly unique browsers between the two. Should the breakdown not be available, as a rule of thumb divide the entire audience viewers by 4 to obtain a more realistic reader number.

Readership

This applies to print only. Please provide readership figures if you have them available. Readership is readers per copy multiplied by circulation.

If the number of readers per copy is unknown, use the following to calculate:

Daily press x 2.7

Consumer Magazines x 3.5

Free newspapers x 1.4

Trade press x 5

Inflight magazines x 8

Full Page AVE Rate in Local Currency

Please provide the full-page Advertising Value Equivalency (AVE) rate in your local currency. AVE figures should never include multipliers, such as readers per copy. It is simply the full-page advertising rate as provided by the publication in question.

For broadcast, please provide the cost of a 30 second advertising spot.

Full Page AVE Rate in \$AUD

Please provide the full-page Advertising Value Equivalency (AVE) rate for the publication in Australian dollars. Use numbers only – do not include the words "\$AUD" in the column.

Item AVE in Local Currency

Please calculate the advertising value for the specific clip in your local currency, based on the size of the item.

Print: Use the full-page AVE (see above) to calculate the value of the clipping. For example, if the article is 0.5 of a page and a full-page ad costs \$1000, then the item AVE value is \$500. If the article is two pages long, the AVE value is \$2000.

Broadcast: Please use the cost of a 30-second advert to calculate the AVE value, based on the length of the broadcast. For example, if the TV segment is two minutes' long and the cost of a 30-second ad is \$50,000, the AVE for the segment is \$200,000.

Item AVE in \$AUD

Using the Average Exchange Rate function on Oanda – see www.oanda.com/currency/average

please calculate the average advertising rate at the beginning of each financial year to find your annual exchange rate and then calculate the advertising equivalent rate for the specific clip in Australian dollars. Use numbers only in this field – do not include the words "\$AUD".

** For ease of processing and simplicity we will use the same exchange rate for the entire year.

Item Delivery Method

All items should be delivered using the media results website. Please select Media Results in this column. Large broadcast items not able to be uploaded into media results may be sent on a disk to your BDM. Please see below for further information on how to do this.

Strategic Partners

Public Relations Services – North America – Reference no 2018/1

This column has been added so that we can clearly identify publicity achieved for our key partners and report back accordingly. There are three strategic partners identified, these are the only partners that we are recording information for. List either one or all of the three partners listed formatted exactly as specified in the instructions separated by a comma if necessary.

Comments

Use this column to write any extra comments you have about the specific clip. Do not write comments in any other column. Also use this column to record any URL links for video or audio files that are not able to be uploaded into media results.

MEDIA RESULTS WEBSITE UPLOAD CLIPPINGS PROCEDURE

Every single clipping must be clearly labelled with a unique number that matches the number you have given that clipping on the Excel spreadsheet. Items should be given *rolling numbers for the entire financial year*, starting with Number 1 at the beginning of Q1 (July) and ending the numbering at the completion of Q4 (the following June).

* First save the clip and name it using the following file-naming convention:

Item number-Headline-Appearance Date (YYYYMMDD)

E.g.: 23-Beautiful Melbourne-20091107

* Next, please zip all the correctly named files into one folder and name the folder using the following file-naming convention: Country Name-Month - Year

E.g.: USA clips-August 2010

* Upload the zipped folder/s containing your clippings to the dedicated Media Analysis section of Visit Victoria's Media Results website. See below for more details on how to do this.

Video and Audio Files

Video and audio files should ideally be submitted to us as a compressed file uploaded to the dedicated Media Analysis section of the Media Results website. See below for more details on how to do this.

Should this not be possible, files can be submitted in the following ways:

* On a clearly labelled CD or DVD which you will need to send to Head Office. Millward Brown prefers that the files are in a compressed format (such as mp4 or avi), as they often on-send the clips to their analysts electronically.

* Via a weblink/URL that is clearly noted on the monthly spreadsheet – use the Comments column to specify the URL. If the item is archived for a substantial length of time on the program's website this is often the easiest way to get the information to us. E.g. radio stations often make mp3s available through their website via live audio streams.

It is essential that the files uploaded to Media Results are compressed because full-length video takes up a huge amount of space on the site. Acceptable formats are mp4, mpeg, wmv, compressed mov and compressed avi. For audio files (e.g. radio broadcasts), mp3 is the best format as Microsoft formats tend to be big and often have embedded digital rights management (DRM) to enforce copyright.

MEDIA RESULTS WEBSITE

Visit Victoria has a dedicated website called Media Results which allows media coverage to be shared internally as well as with our tourism industry partners.

The website is used for two distinct - and completely separate - purposes:

* To upload electronic clippings for Media Analysis purposes – i.e., for Millward Brown to analyse

* To upload electronic clippings from all famil activity and other noteworthy articles for "Show & Tell" purposes – for tourism industry and Visit Victoria only

The URL for the website is: <http://mediaresults.tourismvictoria.com.au>

To register, simply hit the Register key on the home page and follow the prompts. You will need to remember your login and password for future use.

Using the website for Media Analysis uploads

All clippings to be analysed by Millward Brown should be processed via the Media Results website. A dedicated section exists on the Media Results website for this purpose.

- * First, name all your files according to the instructions detailed in the Clippings Procedure section above.
- * Then zip the files into correctly named folders – refer to Clippings Procedure, above.
- * Log on to Media Results website.
- * Select “Media Analysis Files” from the blue toolbar, then hit Upload Another File.
- * You will then be presented with a small form to fill in. For Title, enter the exact same name as the zip file you are about to upload, e.g. USA clips August 2010
- * Enter your name, and then hit Browse to search your desktop to find the zipped file containing your clips. When you have selected the correct file, click Upload. The file will automatically be uploaded to the Media Analysis Files section of the website.

Using the website for industry famil and notable clip uploads

In addition to supplying Visit Victoria with ALL clippings independently generated by your office or agency for reporting/analysis purposes, we also require that all clippings resulting from famil activity, and any other clippings of note are uploaded on a regular basis to the Press Clippings section of our Media Results website to be shared with our tourism industry partners.

The aim of uploading these clips is to provide our industry partners with the end results of familis that they may have been involved in and any publicity that we have generated on their behalf. This is important to demonstrate how their investment in our media familis program translates into coverage and to secure their continued support of our programs.

All famil clippings should be uploaded here as well as clippings of real value and/or relevance to our industry partners. Please use judgement to in deciding which clips should be upload into this section, quality is better than quantity.

Please upload clippings into the Press Clippings section on at least a monthly basis.

To upload a clip into the Press Clippings section, simply select Press Clippings from the toolbar, click on your market from the list (e.g. New Zealand) and then hit the Upload Press Clipping prompt. Fill in all the details required and click on Browse to select and upload the clip from your desktop.

Keywords - it is really important to list all the key product mentioned in the article in the Keywords section. Please check the article before uploading and make a note of which products or business names need to be listed.

Some rules for keywords:

- Be specific. Do not use generic words like ‘hotel’, ‘winery’, ‘walking tour’ – i.e., if the article mentions the Langham Hotel, enter Langham; if it features Domaine Chandon put the full name; if Hidden Secrets is mentioned, list that specific product name
- Please be careful with spelling! If it is not spelt correctly, our industry friends cannot find the article.
- If you think it’s likely that people will use an ‘s’ on the end of their search query, please include it in your keywords – e.g.: Queen Victoria Markets (if they type in Queen Victoria Market it will still come up, but if you only have Queen Victoria Market in the keywords and they type in Markets, it won’t come up).

At the end of each quarter, Head Office will generate a pdf report of all of the key print clippings that you have uploaded into the Press Clipping section of the Media Results Website. This report will be used for highlighting key achievements to senior management and for distributing to key partners where appropriate. If you do not use this section to upload your monthly clips your achievements will not be shared with key staff at Visit Victoria Head Office.

COVERAGE GENERATED BY TOURISM AUSTRALIA'S IMHP

From July 1st, 2012, publicity generated in conjunction with Tourism Australia as part of the International Media Hosting Program will also be recorded by Visit Victoria regional offices / PR agencies and submitted to head office.

A separate spreadsheet has been developed to collect this data. The spreadsheet is called the IMHP Master Spreadsheet. Clippings will need to be recorded into the spreadsheet and submitted to Head Office on a quarterly basis on the following dates.

Q1 – 30 September

Q2 – 31 December

Q3 – 31 March

Q4 – 30 June

Clippings should only be included on the spreadsheet AFTER the item has already been published or broadcast in market. This information should generally be available from your in-market Tourism Australia PR representative or directly from the media in question.

Information can also be obtained via Tourism Australia's publicity website should you not have regular reports from your in-market rep, however it is the responsibility of each market to ensure that the information provided on this website is accurate in terms of providing coverage on Victoria plus circulation, AVE and other details.

Tourism Australia's publicity website is www.publicity.australia.com

The username is: tourismvictoria

The password is: victoria

The IMHP Master Spreadsheet template is a streamlined version of the VIMP spreadsheet. As MBP will not be undertaking full media analysis of the publicity generated by IMHP we do not need to record the same level of detail for these clippings. These clippings do NOT need to be collected and uploaded onto Media Results as they are available on www.publicity.australia.com and we do not have legal rights to re-publish these articles.

Step-by-Step Guide to filling in the Spreadsheet columns

Market

Please list your market (country) name, e.g. France, China, UK etc choosing from the drop-down list.

Category

Tell us how the clip was generated. Choose the appropriate category from the drop-down menu, e.g. Famil, Event In-market, Media Relations, Newsletter, Press Release.

Media Type

Select a media type from the drop-down menu: Newspaper, Magazine, Radio, TV or Online.

Media Name

State the publication, program name or website. For websites, provide the full URL address.

Headline

Write the full headline, exactly as it appears on the clipping.

If your language uses the same characters as English, please write the full headline in your own language. Do not translate the headline. E.g. write "Melbourne al negozio in ascensore".

If your language uses different characters to English, please write the headline using your own script if possible, AND also include an English translation.

Journalist/ Producer

State the journalist / production company name or leave it blank if the author is unknown.

Date of Publication

When did the article/program appear? Monthly publications may be put down as the first day of the month. Enter the date using this format exactly: dd/mm/yyyy; or 08/11/2011. Failure to do this causes formatting problems and potential crashing of the spreadsheet.

Do not use full stops/points between days, months and years as this is not recognised by Excel.

Public Relations Services – North America – Reference no 2018/1

Date of Visit

Dates that IMHP media visit started and ended. E.g. 01/02/2012 - 4/02/2012. Please use date format consistent with this example.

Date of Publication / Broadcast

Please enter a date in a valid date format - dd/mm/yyyy: for example 01/07/2011 (1 July 2011). Monthly publications can be shown as the first day of the month.

Circulation

Print: List the circulation figures as provided by the publication. Please specify if daily, weekly, monthly or quarterly figures.

Broadcast: List the size of the audience that has watched (TV) or listened (radio) to the program. Repeated or syndicated programs can be included.

Online: Provide the monthly unique browsers. This applies to commercial websites as well as blogs. For podcasts, try to source the number of times the podcast has been downloaded for the month – but if this isn't available provide us with unique monthly browsers for the site.

If the circulation is unknown, please enter 0 in the column. A note about this can be included in the Comments column if necessary. Google ad planner (<http://www.google.com/adplanner>) can be used to find unique monthly browser should you not have these details. This tool can be used by anyone and includes most online media and blogs with more than 10K visits a month.

Please DO NOT use the overall monthly users for an entire network (e.g. MSN, Sina Weibo, Yahoo) but endeavour to obtain the specific details for the section in which your article appears. There is often a massive difference in monthly unique browsers between the two. Should the breakdown not be available, as a rule of thumb divide the entire audience viewers by 4 to obtain a more realistic reader number.

Item AVE in \$AUD

Using the Average Exchange Rate function on Oanda – see www.oanda.com/currency/average please calculate the average advertising rate at the beginning of each financial year to find your annual exchange rate and then calculate the advertising equivalent rate for the specific clip in Australian dollars. Use numbers only in this field – do not include the words "\$AUD".

** For ease of processing and simplicity we will use the same exchange rate for the entire year.

Regions Covered

As we will not be analysing this coverage for regional information using MBP, please use this column to identify which regions the IMHP has included in the publicity. List all regions included in the publicity using the name of the region EXACTLY as specified in the below list separated by a comma. Melbourne, DMR, Gippsland, Goldfields, Grampians, GOR, High Country, Phillip Island, Murray, YV&DR, Mornington Peninsula.

Strategic Partners

This column has been added so that we can clearly identify publicity achieved for our key partners and report back accordingly. There are three strategic partners identified, these are the only partners that we are recording information for. List either one or all of the three partners listed formatted exactly as specified in the instructions separated by a comma if necessary.

Comments

Use this column to write any extra comments you have about the specific clip. Do not write comments in any other column. Also use this column to record any URL links for video or audio files that are not able to be uploaded into media results.