



# Request

---

**Request Title:**

**Media and Creative Services Common Use Arrangement**

**Request Number:**

**CUAMCS2025**

**Closing Time:**

**2:30 PM Friday 19 September 2025, Western Australia**

**Deadline for Enquiries:**

**2:30 PM Friday 5 September 2025, Western Australia**

**Issued by:**

**The State of Western Australia acting through the Department of Treasury and Finance, for use by State Agencies and Authorised Bodies described as Potential Customers in Clause 2.1 of the General Conditions**

## Table of Contents

|                                                                                |           |
|--------------------------------------------------------------------------------|-----------|
| <b>Part A – Request No CUAMCS2025 .....</b>                                    | <b>4</b>  |
| 1. Introduction .....                                                          | 4         |
| 1.1 Background .....                                                           | 4         |
| 1.2 Submission of Offer .....                                                  | 5         |
| 1.3 Offer Validity Period .....                                                | 6         |
| 1.4 Tenders WA .....                                                           | 6         |
| 1.5 Briefing .....                                                             | 6         |
| 1.6 Contact Persons .....                                                      | 6         |
| 1.7 Request Conditions .....                                                   | 7         |
| 1.8 Tendering Resources .....                                                  | 7         |
| 1.9 Definitions .....                                                          | 7         |
| 2. Selection Process .....                                                     | 10        |
| 2.1 Selection Process .....                                                    | 10        |
| 2.2 Western Australian Procurement Rules and Government Policies .....         | 10        |
| 2.3 Supplier Debarment Regime .....                                            | 11        |
| <b>Schedule 1 - Head Agreement Details and Customer Contract Details .....</b> | <b>12</b> |
| <b>Schedule 2 - Specification / Statement of Requirements .....</b>            | <b>20</b> |
| 1. Statement of Requirements .....                                             | 20        |
| 1.1 Scope .....                                                                | 20        |
| 1.2 Out of Scope .....                                                         | 21        |
| 1.3 Number of Contractors .....                                                | 21        |
| 2. Specification .....                                                         | 21        |
| 2.1 Category A – Media Strategy and Trading (Campaign) .....                   | 21        |
| 2.2 Category B – Creative Services .....                                       | 28        |
| 2.3 Category C – Non-Campaign Advertising .....                                | 31        |
| 2.4 Additional Services .....                                                  | 33        |
| 3. General Requirements .....                                                  | 35        |
| 3.1 Principles of Engagement .....                                             | 35        |
| 3.2 Government Campaign Advertising Policy .....                               | 36        |
| 3.3 Collaboration and Integrated Delivery .....                                | 37        |
| 3.4 Account Management .....                                                   | 37        |
| 3.5 Service Standards .....                                                    | 38        |
| 3.6 Transition Requirements .....                                              | 38        |
| 4. Contract Management Requirements .....                                      | 41        |
| 4.1 Reporting .....                                                            | 41        |
| 4.2 Key Performance Indicators .....                                           | 42        |

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| <b>Part B – Content Requirement and Respondent’s Offer .....</b>     | <b>45</b> |
| 1. Note to Respondent .....                                          | 45        |
| 2. Identity of Respondent .....                                      | 45        |
| 3. Pre-Qualification Requirements .....                              | 45        |
| 4. Compliance and Disclosure Requirements .....                      | 45        |
| 5. Qualitative Requirements .....                                    | 46        |
| 6. Head Agreement and Customer Contract Insurance Requirements ..... | 46        |
| <b>Schedule 3 – Pricing .....</b>                                    | <b>47</b> |
| <b>Schedule 4 – Not Applicable.....</b>                              | <b>48</b> |
| <b>Schedule 5 – Order Form .....</b>                                 | <b>49</b> |
| <b>Schedule 6 – Buying Rules.....</b>                                | <b>56</b> |
| <b>Schedule 7 to 15 – Not Applicable .....</b>                       | <b>57</b> |
| <b>Schedule 16 – Additional Documents.....</b>                       | <b>58</b> |
| <b>Schedule 17 – Not Applicable.....</b>                             | <b>64</b> |
| <b>Schedule 18 – Not Applicable.....</b>                             | <b>65</b> |

## Part A – Request No CUAMCS2025

### 1. Introduction

#### 1.1 Background

In Western Australia (WA), State Agencies require advertising services to communicate information to the public. Generally, this advertising falls into two areas: campaign messages, such as public health and safety announcements, and non-campaign communications, such as job postings and public notices.

To support this function, the WA Government requires expert providers of media services to plan and secure advertising space and time across various communication channels. State Agencies have accessed these services via a Common Use Arrangement (CUA) for many years.

While the availability of media strategy, planning and buying through CUAs has been long-standing, creative services have traditionally been contracted separately by individual agencies.

The Contract Authority now seeks to establish a new CUA for Media and Creative Services (CUAMCS2025). This will replace the current CUA for [Media Booking, Buying and Planning Services for Advertising CUAMBBP2018](#) and will include both media and creative services under one arrangement.

The new CUA will comprise three categories:

- **Category A** – Media Strategy and Trading (Campaign)
- **Category B** – Creative Services
- **Category C** – Non-Campaign Advertising

Respondents may submit an Offer for one or more of the above categories. A full statement of the Services required is provided at [Schedule 2 – Specification/Statement of Requirements](#).

State Agencies will purchase in accordance with the Buying Rules located at [Schedule 6 – Buying Rules](#). The Buying Rules set the minimum buying process requirements for State Agencies procuring CUA Services.

Historical expenditure data for Categories A and C is provided at [Schedule 16 - Appendix 1 - Historical CUA Expenditure](#). This is supplied for Respondents' information only and is not a guarantee of future spend or work volumes.

### 1.1.1 Structure of this Request

The CUAMCS2025 Request incorporates several documents as outlined in the table below.

In submitting an Offer to this Request, Respondents are to **read and retain** or **complete and return** the attachments as outlined below.

| Electronic File Name                                                      | Instructions               |
|---------------------------------------------------------------------------|----------------------------|
| CUAMCS2025 – Request                                                      | <b>Read and Retain</b>     |
| CUAMCS2025 – <b>Attachment A</b> – Electronic Response Form               | <b>Complete and Return</b> |
| CUAMCS2025 – <b>Attachment B</b> – Qualitative Response Form              | <b>Complete and Return</b> |
| CUAMCS2025 – <b>Attachment C</b> – Price Response Form                    | <b>Complete and Return</b> |
| CUAMCS2025 – <b>Attachment D</b> – Quarterly Sales Reporting Requirements | <b>Read and Retain</b>     |

## 1.2 Submission of Offer

### 1.2.1 Hand and Post Lodgement

The Respondent may not submit the Offer by hand or post.

### 1.2.2 Electronic Lodgement

The Respondent may submit their Offer electronically by uploading file(s) in an approved format (**TWA Approved File Format**) at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au).

If uploading Offer file(s) at Tenders WA, the Respondent must ensure that:

- the lodgement is made in accordance with the [Tenders WA Terms of Use](#);
- the Respondent is registered on Tenders WA to submit an offer electronically;
- the Offer is lodged against the correct Request Number;
- each file name is no more than 125 characters in length;
- each file upload request is equal to or less than 100MB per upload request; and
- each file is uploaded in one of the following TWA Approved File Formats:

| TWA Approved File Formats                       |       |                       |       |
|-------------------------------------------------|-------|-----------------------|-------|
| Adobe Reader File #                             | .pdf  | Image File            | .jpeg |
| Microsoft Excel File *                          | .xls  | Image File            | .jpg  |
| Microsoft Excel File *                          | .xlsx | Image File            | .png  |
| Microsoft Excel File *                          | .csv  | Media File            | .mp4  |
| Microsoft PowerPoint File *                     | .ppt  | Media File            | .mpp  |
| Microsoft PowerPoint File *                     | .pptx | Rich Text Format File | .rtf  |
| Microsoft Publisher File *                      | .pub  | Text File             | .txt  |
| Microsoft Word File *                           | .doc  |                       |       |
| Microsoft Word File *                           | .docx |                       |       |
| Microsoft Word File *                           | .docm |                       |       |
| TWA Approved File Formats – Compression Formats |       |                       |       |

|           |      |            |     |
|-----------|------|------------|-----|
| ZIP File  | .zip | Unix File  | .z  |
| gzip File | .gz  | 7-zip File | .7z |
| RAR File  | .rar |            |     |

# PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible.

Notwithstanding paragraph (f) above, if the Respondent uploads Offer file(s) to Tenders WA:

- a) in a file format that is not listed in the table above; or
- b) uses one of the compression file formats listed above, and the underlying compressed file(s) is saved in a format not listed in the table above,

the Contract Authority or Customer may exclude the content of that file(s) from their consideration of the Respondent's Offer at their discretion.

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au). Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) by following the links 'Help' > 'Help Guides' > 'Business Help Guides'.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the 'Advice on using Tenders WA' contact person listed in Part A, section 1.6 of this Request.

### **1.2.3 Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in the Request Conditions.**

## **1.3 Offer Validity Period**

The Offer Validity Period is for a period of 12 months.

## **1.4 Tenders WA**

The Respondent may register (free) for the Tenders WA website to ensure that the complete Tender has been downloaded including any and all addenda.

## **1.5 Briefing**

A non-mandatory briefing to Respondents will be conducted at:

Date: Thursday, 14 August 2025

Time: 10:00 AM Western Australia

The briefing will be held via Microsoft Teams. Please register attendance via the event link: [Briefing Registration - Media and Creative Services Common Use Arrangement](#).

## **1.6 Contact Persons**

Different enquiries can be best dealt with by the most appropriate contact, shown below.

The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

**Contractual, Technical and Routine Enquiries:**

Name: Lauren Watson  
Title: Procurement Manager  
Telephone: (08) 6551 1526  
E-mail: [lauren.watson@dtf.wa.gov.au](mailto:lauren.watson@dtf.wa.gov.au)

**Advice on Delivering Offers:**

Name: Tendering Services  
Telephone: (08) 6551 2345

**Advice on Using Tenders WA:**

Name: Procurement Systems Support  
Telephone: (08) 6551 2020

**1.6.1 Deadline for Enquiries**

All enquiries regarding the content of this Request and attachments must be submitted by the time stipulated on the front page of this Request.

Enquiries related to using Tenders WA or the lodgement of Offers may be made up to the Closing Time.

**1.7 Request Conditions**

The “Request Conditions” are contained in the Part A of the *Request Conditions and General Conditions of Contract* [July 2025] located at [www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-july-2025](http://www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-july-2025) and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

**1.8 Tendering Resources**

The following tendering resources are available and may be of assistance to Respondents:

- 30 minute online training module offered by the Department of Treasury and Finance: [Supplying Goods and Services to the WA Government](#)
- Information for Aboriginal Businesses:
  - [Aboriginal Businesses Supplying to Government](#)
  - [Aboriginal Business Capability Building](#)

**1.9 Definitions**

**Account Manager:** An individual designated by the Contractor who serves as the primary point of contact for the Contract Authority and Customers for all service-related matters under this CUA. The appointed Account Manager may be the same person as or different to the Contractor's Representative.

**Additional Services:** The services described in [Schedule 2, Section 2.4](#).

**Campaign:** Advertising that is promotional in nature and generally runs over a sustained period to encourage behaviour change, educate or promote ongoing activities of Government.

**Campaign Booking Number:** A unique identifier assigned by the Department of the Premier and Cabinet (DPC) to advertising campaigns requiring review under the Government Campaign Advertising Policy.

**CUA Fee:** Percentage of the Net Media Cost paid to the CUA Contractor for Media Trading services, distinct from fees associated with strategy and planning, and Additional Services.

**Contractor Affiliate:** Any entity within the Contractor's corporate structure, including but not limited to parent companies, holding companies, sister companies, subsidiaries, affiliates, or any entity sharing common ownership or control with the Contractor, regardless of whether such entities operate under different brand names, in different geographic locations, or with different management structures.

**Contractor Fee:** The remuneration paid to the Contractor for the delivery of the Services, excluding Subcontractor Costs and on-costs not retained by the Contractor.

**Contractor Incentives:** Any financial or non-financial benefits that are offered to, or received by, the Contractor, Contractor Personnel, or Contractor Affiliates in connection with the Services. These benefits may be of personal or commercial benefit, including commissions, rebates, margins, incentives, bonuses (including but not limited to bonus media space), gifts, inducements, discounts, credits, which are offered/received from Media Suppliers, other subcontractors or third parties as a result of Customer expenditure.

**Customer Benefits:** Negotiated advantages secured by the Contractor for the Customer's benefit, including but not limited to discounts, bonus inventory, preferred positioning, or other added value that directly reduces costs or increases value for the Customer.

**Digital Media:** Media content and advertising delivered through digital channels, including but not limited to websites, mobile applications, social media platforms, connected TV, streaming services, digital out-of-home displays, and other emerging digital technologies. Digital Media may be purchased through various methods including direct digital buying (procurement of Digital Media directly from the publisher, platform owner, or content provider without intermediaries), Programmatic, and paid search.

**Media Plan:** A plan developed by the Contractor that contains specific details including the media channels used in an advertising campaign, insertion or broadcast dates, positions, and all applicable costs including Net Media Cost, Contractor Fees and Media Supplier costs.

**Media Supplier:** A company or individual that sells advertising space or time across various platforms such as television, radio, print publications, outdoor displays, social networks and other Digital Media to advertisers or media agencies.

**Media Trading:** The comprehensive process of negotiating rates, purchasing advertising inventory, managing placements, and optimising advertising performance across media channels. It includes all activities related to the

commercial exchange of advertising space or time between Customers and Media Suppliers.

**Net Media Cost:** The actual cost paid to Media Suppliers for media placement, excluding any Contractor Incentives and/or Customer Benefits.

**Optimisation:** Improvements to attain the most cost effective and highest achievable performance. This may include adjustments of a Media Plan in real time to ensure maximised effectiveness.

**Programmatic:** The automated purchase and Optimisation of Digital Media facilitated through technology platforms and algorithms.

**Subcontractor Costs:** Expenses paid to subcontractors engaged by the Contractor for the delivery of Goods and/or Services in connection with the Customer Contract.

**Traditional Media:** Advertising placed through established non-digital channels including television, radio, newspapers, magazines, out-of-home, and cinema, typically involving direct negotiation with Media Suppliers.

## 2. Selection Process

### 2.1 Selection Process

Achieve Value for Money is a key Western Australian Procurement Rule. It ensures that when purchasing Goods and/or Services, State Agencies achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining Value for Money, the Contract Authority or the Customer will:

- a) apply relevant [Western Australian Procurement Rules](#) and Government policies and priorities, including those referenced in the [Western Australian Social Procurement Framework](#), to the assessment of Offers;
- b) assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- c) assess Offers against the Qualitative Requirements in Section 5 in Part B;
- d) assess Offers against the Insurance Requirements in Section 6 in Part B; and
- e) assess the Offered Prices which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of Value for Money will require a consideration of all of the above factors and any other matters that the Contract Authority or Customer considers relevant.

#### 2.1.1 Optional Further Evaluation Processes

The Contract Authority may, in its absolute discretion, undertake further evaluation activities to support the assessment of Offers. These may include:

- a) shortlisting Offers for further consideration, which may involve Respondents providing supplementary written submissions, responding to a brief, or other activities;
- b) conducting meetings, workshops, presentations, question and answer sessions, and/or briefings with one or more Respondents during the evaluation; and/or
- c) demonstrations of Respondent booking systems or other technology and platforms proposed for use in the delivery of the Services.

Any information obtained through these processes may be considered by the Contract Authority in determining Value for Money.

### 2.2 Western Australian Procurement Rules and Government Policies

The following apply to this Request:

- a) The Western Australian Procurement Rules, as applicable

The [Western Australian Procurement Rules](#) can be viewed at and downloaded from [wa.gov.au](http://wa.gov.au).

- b) The WA Buy Local Policy 2022

The [WA Buy Local Policy 2022](#) can be viewed at and downloaded from [wa.gov.au](#).

c) Western Australian Industry Participation Strategy (WAIPS)

The [WAIPS](#) can be viewed at and downloaded from [wa.gov.au](#).

This Request is a Covered Procurement as defined in the [Western Australian Procurement Rules](#).

## 2.3 Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from [WA.gov.au](#) and [Tenders WA](#).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Contract Authority or Customer must exclude from consideration any Offer received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

# Schedule 1 - Head Agreement Details and Customer Contract Details

## Head Agreement Details

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <b>Contract Authority</b>             | The Contract Authority is the Chief Executive Officer of the Department of Treasury and Finance (the Under Treasurer) exercising powers conferred by the <i>Procurement Act 2020</i> (WA).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2. <b>The Term of the Head Agreement</b> | The Term of the Head Agreement is four years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3. <b>Commencement Date</b>              | The Contract Authority will notify the Contractor of the Commencement Date in the Letter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4. <b>Extensions</b>                     | The Contract Authority has three options to extend the Term, each having a two-year duration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5. <b>Notice of Extension</b>            | Clause 3.8 of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6. <b>Price Variation</b>                | <p>The Contractor shall apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Head Agreement. Twenty-one (21) days prior notice is required for a Price Variation request.</p> <p>Documentation will be required to justify applications for revised Head Agreement prices during the term of the Head Agreement.</p> <p>No price variation is payable unless and until approved by the Contract Authority.</p> <p>Any request by the Contractor for back-payment of price variations will not be considered.</p> <p>Prices will be revised as follows:</p> <p><b>a. CUA Fee (Category A and C only)</b></p> <p>CUA Fees are fixed for the Term.</p> <p>Contractors may decrease the CUA Fee at any time during the Term.</p> <p><b>b. Maximum Hourly Rates</b></p> <p>The Price is fixed for the first year of the Term.</p> <p>On each anniversary of the Commencement Date, Maximum Hourly Rates will be varied by the Wage Price Index (Wage Price Index, Australia: (Cat No. 6345.0): Table 3b. Total Hourly Rates of Pay Excluding Bonuses: Private Sector by State – Western Australia).</p> <p>Contractors may decrease the Maximum Hourly Rates at any time during the Term.</p> <p><b>c. Prices other than CUA Fee and Maximum Hourly Rates</b></p> <p>On each anniversary of the Commencement Date, Other Fees will be varied upon request to the Contract Authority by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).</p> <p>Contractors may decrease Other Fees at any time during the Term.</p> |
| 7. <b>Public Liability</b>               | <p>Public liability insurance covering:</p> <p>a. the legal liability of the Contractor and the Contractor Personnel arising out of the Services for an amount of not less than <b>\$20 million</b> for any one occurrence and unlimited in the number of occurrences happening in any one period of insurance; and</p> <p>b. indemnification of the Contract Authority as principal to the extent of its liability arising out of the Services.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8. <b>Workers' Compensation</b>          | Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 2023</i> (WA) (the <b>WCIM Act</b> ).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             | <p>The insurance policy must include:</p> <ol style="list-style-type: none"> <li>common law liability cover for an amount of not less than <b>\$50 million</b> for any one event in respect of workers of the Contractor; and</li> <li>principal's indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal's indemnity described in section 217 of the WCIM Act.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>9. Insurance Review</b>                  | <ol style="list-style-type: none"> <li>The Contract Authority reserves the right, from time to time, to review the adequacy and appropriateness of the policies of insurance effected by the Contractor in relation to the Head Agreement. As part of the review, the Contract Authority may ascertain whether, in the Contract Authority's reasonable opinion, any additional insurance policies are required, or whether any insurance policies effected by the Contractor in relation to the Head Agreement and maintained at the time of the review are still required or require amendment.</li> <li>The Contractor must commence negotiations to obtain insurances or amend the policies of insurance effected by the Contractor in relation to the Head Agreement within 10 Business Days of receiving notice from the Contract Authority to do so, and must, as soon as practicable thereafter, obtain insurances or amend the policies of insurance effected by the Contractor in relation to the Head Agreement to reflect the recommendations made by the Contract Authority following its review.</li> <li>The Contractor must promptly notify the Contract Authority if it is unable to, or it becomes apparent that it will be unable to, comply with the recommendations arising in connection with the Contract Authority review. The parties must determine what action, if any, is to be taken following receipt of this notice.</li> <li>Each party warrants to the other that it will act reasonably and in good faith with respect to any action taken under or in connection with this Item.</li> </ol> |
| <b>10. Evidence of Insurance</b>            | <p>Part B, 26.5 of the General Conditions is supplemented by the following:</p> <p><b>Clause 26.5.1</b></p> <p>Contractors must provide new certificates of currency of insurance to the Contract Authority at least 30 days prior to expiry of the previous certificate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>11. Contract Management Requirements</b> | <p><b>a. Reporting</b></p> <p>Refer to <a href="#">Schedule 2, Section 4.1</a> for detailed reporting requirements.</p> <p>The reporting requirements will survive termination of this Head Agreement. The Contractor must continue to report in accordance with its obligations until the expiry of all Customer Contracts.</p> <p>The Contract Authority may amend the reporting requirements at any time, at its absolute discretion.</p> <p><b>b. Meetings</b></p> <p>Contractors must meet with the Contract Authority according to the following schedule:</p> <ul style="list-style-type: none"> <li>Within 30 days of Head Agreement Commencement Date, unless otherwise specified by the Contract Authority.</li> <li>On a quarterly basis, unless an alternative frequency is specified by the Contract Authority's Representative.</li> <li>As required, within a reasonable timeframe of receiving a request from the Contract Authority.</li> </ul> <p>The Contract Authority may reduce the meeting frequency for Category B Contractors initially due to anticipated gradual uptake of Services.</p> <p>All meetings must be attended by the Contractor's Account Manager. If the Account Manager is unavailable, attendance is required by either:</p> <ul style="list-style-type: none"> <li>A representative of equal or higher seniority within the Contractor's organisation.</li> </ul>                                                                                                                                                                                                                  |

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                 | <ul style="list-style-type: none"> <li>A designated proxy mutually agreed upon by the Account Manager/Contractor's Representative and the Contract Authority.</li> </ul> <p>Meetings will be conducted at the Contract Authority's premises or via virtual platform, as mutually agreed. Meetings may include State Agency representatives at the Contract Authority's discretion.</p> <p><b>c. Key Performance Indicators</b></p> <p>Refer to <a href="#">Schedule 2, Section 4.2</a> for details of Key Performance Indicators (KPIs).</p> <p>Non-compliance with one or more KPIs constitutes a breach of obligation under the Head Agreement.</p> <p><b>d. Contract Authority's Representative</b></p> <p>The CUA contract manager as specified in the Letter or as advised by the Contract Authority.</p> <p><b>e. Contract Authority's address and email details</b></p> <p>Department of Treasury and Finance<br/> Djookanup Building, 16 Parkland Road<br/> Osborne Park WA 6017<br/> Phone: (08) 6551 1000<br/> Mailing Address: Locked Bag 11, Cloisters Square, Perth WA 6850<br/> <a href="mailto:cuafinanceandcommunications@dtf.wa.gov.au">cuafinanceandcommunications@dtf.wa.gov.au</a></p> |
| <b>12. Confidential Information</b>                             | For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Contract Authority as confidential.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>13. Panel Arrangement</b>                                    | This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>14. Police Clearance</b>                                     | Clause 18.4 of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>15. Confidential Declaration – Prevention of Paedophilia</b> | Clause 18.5 of the General Conditions does not apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>16. Warranties</b>                                           | For the purposes of clause 19.5 of the General Conditions, no warranties are specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>17. Intellectual Property Owner</b>                          | The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>18. Publicity</b>                                            | For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>19. Government Policies</b>                                  | <p>The following obligations are obligations relating to Government procurement policies for the purposes of clause 32 of the General Conditions:</p> <ul style="list-style-type: none"> <li>The Western Australian Industry Participation Strategy requirements mentioned and/or described in Item 21 of the Head Agreement Details</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>20. Termination Without Cause</b>                            | <p>a. Unless stated to the contrary in the Head Agreement Details, the Contract Authority may, in its absolute discretion and for its sole benefit, terminate this Head Agreement without cause in whole or in part at any time by 30 days (or such other period as may be agreed between the parties) prior written notice to the Contractor. The Contractor will immediately comply with any directions given by the Contract Authority in the notice. No compensation will be payable by the Contract Authority to the Contractor in the event of termination pursuant to this clause 20.</p> <p>b. Termination of the Head Agreement under sub-clause (a) does not have any effect on any Customer Contracts entered into prior to the date of</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                      | <p>termination of the Head Agreement, but for the avoidance of doubt the Contractor may not enter into any new Customer Contracts after the date of termination of the Head Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>21. Western Australian Industry Participation Strategy (WAIPS) – Reporting Requirements for CUA and Panel Arrangements</b></p> | <p><b>a Participation Plan Exemption Reporting</b></p> <p>i The Contractor must submit a completed WAIPS Participation Plan Exemption Report for Common Use Arrangements and agency panel contracts upon the termination or expiry of the Head Agreement (<b>Participation Plan Exemption Report</b>).</p> <p>ii The Contractor must ensure that the Participation Plan Exemption Report:</p> <p>(A) is prepared using the Participation Plan Exemption Report form available on the WAIPS Portal, at <a href="https://waips.industrylink.wa.gov.au">waips.industrylink.wa.gov.au</a>;</p> <p>(B) complies with the WAIPS Portal report submission and content requirements, including with respect to authority, accuracy, currency and detail; and</p> <p>(C) is submitted via the WAIPS Portal no later than two months after the termination or expiry of the Head Agreement.</p> <p>WAIPS Portal information for businesses, including information on exemption reporting, is available on <a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">WA.gov.au</a> (<a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses</a>).</p> <p><b>b Use of Information</b></p> <p>The Contract Authority and the State may use or disclose the Participation Plan Exemption Report provided under this clause, and information related thereto, for the legitimate purposes of or relating to government or the business of government.</p> <p><b>c Clause survives</b></p> <p>This clause survives the termination or expiration of the Head Agreement.</p> |
| <p><b>22. Category A Specific Audit Provisions</b></p>                                                                               | <p>a. The Contract Authority may commission audits to validate:</p> <ul style="list-style-type: none"> <li>• Negotiated rates against market benchmarks.</li> <li>• No Incentives from Media Suppliers have been received by the Contractor.</li> <li>• Transparency of Programmatic buying and cost models and accuracy of disclosed cost components.</li> </ul> <p>b. The Contractor must provide the Contract Authority and its appointed auditors with full access to all relevant media buying systems, including Demand Side Platforms (DSPs), ad servers, third party verification tools, and other systems used to execute media purchases on behalf of Customers.</p> <p>c. Access must include login credentials for direct inspection and reporting purposes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

***Customer Contract Details***

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Customer</b>                          | The Customer will be specified in the Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>2. The Term of the Customer Contract</b> | <p><b><u>Categories A and B</u></b></p> <p>The Term of the Customer Contract will be specified in the Order.</p> <p><b><u>Category C</u></b></p> <p>The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with Clause 6 of the General Conditions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>3. Commencement Date</b>                 | The Customer will notify the Contractor of the Commencement Date in the Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>4. Extensions</b>                        | <p><b><u>Categories A and B</u></b></p> <p>Any options to extend the Term will be specified in the Order.</p> <p><b><u>Category C</u></b></p> <p>Not applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>5. Notice of Extension</b>               | <p><b><u>Categories A and B</u></b></p> <p>Clause 3.4 of the General Conditions applies.</p> <p><b><u>Category C</u></b></p> <p>Not applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>6. Price Variation</b>                   | Clause 21.2 of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>7. Public Liability</b>                  | <p>Public liability insurance covering:</p> <ol style="list-style-type: none"> <li>the legal liability of the Contractor and the Contractor Personnel arising out of the Services for an amount of not less than <b>\$20 million</b> for any one occurrence and unlimited in the number of occurrences happening in any one period of insurance; and</li> <li>indemnification of the Customer as principal to the extent of its liability arising out of the Services.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>8. Professional Indemnity</b>            | <p><b><u>This clause is applicable to Category A only.</u></b></p> <p>Professional indemnity insurance covering the civil liability of the Contractor and the Contractor Personnel under the Customer Contract, arising out of a breach of professional duty in the performance of the Services under the Customer Contract for an amount not less than <b>\$5 million</b> for any one claim and in the annual aggregate, with a provision of <b>one automatic reinstatement</b> of the full sum insured in any one period of insurance.</p> <p>Any monetary value(s) in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Customer Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item.</p> <p>The Contractor's professional indemnity insurance must include cover commonly described as cover for:</p> <ol style="list-style-type: none"> <li>fraud and dishonesty;</li> <li>defamation;</li> <li>intellectual property infringement;</li> <li>loss of or damage to documents, data and electronic records;</li> <li>breach of Australian Consumer Protection Legislation; and</li> <li>vicarious liability for acts of agents and consultants.</li> </ol> <p>The reference to "Australian Consumer Protection Legislation" in this Item means the <i>Competition and Consumer Act 2010</i> (Cth), <i>Corporations Act 2001</i></p> |

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | (Cth), <i>National Consumer Credit Protection Act 2009</i> (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>9. Workers' Compensation</b>  | <p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 2023</i> (WA) (the <b>WCIM Act</b>).</p> <p>The insurance policy must include:</p> <ol style="list-style-type: none"> <li>common law liability cover for an amount of not less than <b>\$50 million</b> for any one event in respect of workers of the Contractor; and</li> <li>principal's indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal's indemnity described in section 217 of the WCIM Act.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>10. Cyber Liability</b>       | <p><b><u>This clause is applicable to Categories A and C only.</u></b></p> <p>Cyber insurance covering the financial loss and legal liability of the Contractor for costs, expenses, loss or claims arising from any:</p> <ol style="list-style-type: none"> <li>disclosure of personal or corporate information;</li> <li>ransomware and extortion;</li> <li>business interruption;</li> <li>lost, damaged or destroyed data/records including software and hardware and recovery of such data/records;</li> <li>computer virus and hacking including denial of service;</li> <li>media liability; or</li> <li>regulatory fines and penalties,</li> </ol> <p>for an amount not less <b>\$2 million</b> for any one claim and in the aggregate in any one period of insurance.</p> <p>Any monetary value(s) in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Customer Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item.</p> <p>The cyber insurance required under this Item must be maintained throughout the Term and for a period of at least 6 years after termination or expiration of the Customer Contract.</p> <p><b>Survival</b></p> <p>The Contractor's obligations under this Item are continuing obligations that survive the termination or expiration of the Customer Contract for so long as the obligations of the Contractor under this Item continue.</p> |
| <b>11. Additional Insurances</b> | The Customer may require the Contractor to hold additional insurances based on the scope and assessed risks of the Customer Contract. Any additional insurances will be specified in the Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>12. Insurance Review</b>      | <ol style="list-style-type: none"> <li>The Customer reserves the right, from time to time, to review the adequacy and appropriateness of the policies of insurance effected by the Contractor in relation to the Customer Contract. As part of the review, the Customer may ascertain whether, in the Customer's reasonable opinion, any additional insurance policies are required, or whether any insurance policies effected by the Contractor in relation to the Customer Contract and maintained at the time of the review are still required or require amendment.</li> <li>The Contractor must commence negotiations to obtain insurances or amend the policies of insurance effected by the Contractor in relation to the Customer Contract within ten (10) Business Days of receiving notice from the Customer to do so, and must, as soon as practicable thereafter at the Contractor's own cost, obtain insurances or amend the policies of</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                 | <p>insurance effected by the Contractor in relation to the Customer Contract to reflect the recommendations made by the Customer following its review.</p> <p>c. The Contractor must promptly notify the Customer if it is unable to, or it becomes apparent that it will be unable to, comply with the recommendations arising in connection with the Customer review. The parties must determine what action, if any, is to be taken following receipt of this notice.</p> <p>d. Each party warrants to the other that it will act reasonably and in good faith with respect to any action taken under or in connection with this Item.</p>                                                                     |
| <b>13. Contract Management Requirements</b>                     | <p><b>a. Customer's Representative</b><br/>As specified in the Order.</p> <p><b>b. Customer's address and email details</b><br/>As specified in the Order.</p> <p><b>c. Reporting</b><br/>As specified in the Order.</p> <p><b>d. Meetings</b><br/>As specified in the Order.</p> <p><b>e. Key Performance Indicators</b><br/>The KPIs at <a href="#">Schedule 2, Section 4.2</a> apply unless modified or replaced in the Order.</p>                                                                                                                                                                                                                                                                             |
| <b>14. Payment Arrangements</b>                                 | <p>a. Unless otherwise specified in the Order, the Contractor must provide valid tax invoices to Customers, monthly, in arrears for Services delivered.</p> <p>b. The Contractor must maintain transparency of all charges and is solely responsible to subcontractors for payment of Subcontractor Costs.</p> <p>c. In addition to the requirements included in clause 21.4 of the General Conditions, each invoice must specify (as the case requires):</p> <ul style="list-style-type: none"> <li>• Contractor Fees;</li> <li>• Net Media Costs (Categories A and C);</li> <li>• Subcontractor Costs;</li> <li>• applicable on-costs; and</li> <li>• exchange rate used (for overseas advertising).</li> </ul> |
| <b>SPECIAL CONDITIONS</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>15. Confidential Information</b>                             | <p>a. For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential unless otherwise specified in the Order.</p> <p>b. The Contractor must not use or disclose the Customer's Confidential Information except as permitted under clause 24.2 (Confidentiality) of the General Conditions.</p>                                                                                                                                                                                                                                                                              |
| <b>16. Police Clearance</b>                                     | Clause 18.4 of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>17. Confidential Declaration – Prevention of Paedophilia</b> | Clause 18.5 of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>18. Warranties</b>                                           | For the purposes of clause 19.5 of the General Conditions, no warranties are specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>19. Intellectual Property Owner</b>                          | Clause 23.1 (a) of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>20. Working Papers</b>                                       | Clause 23.1 (e) of the General Conditions applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>21. Publicity</b>           | For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>22. Government Policies</b> | For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>23. Internet Security</b>   | <p>a. When the provision of Services under the Customer Contract are supported by an IT system, the Contractor is required to maintain the adequacy of the security of their online computer system.</p> <p>b. Adequate security should address the following:</p> <ul style="list-style-type: none"> <li>• Integrity of data – security measures designed to ensure that data transmitted or stored electronically is neither accidentally nor deliberately altered, defaced or lost.</li> <li>• Confidentiality – the characteristics of data and information being disclosed only to authorised persons, entities and processes.</li> <li>• Authentication – security measures designed to establish the validity of a transmission, message, or originator or a means of verifying an individual's eligibility to receive specific categories of information.</li> <li>• Availability of service – the characteristics of data, information and information systems being accessible and usable on a timely basis in the required manner.</li> </ul> <p>c. Technology and management control mechanisms may include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Antivirus tools;</li> <li>• Firewalls;</li> <li>• Back-ups;</li> <li>• Encryption / SSL;</li> <li>• Password controls;</li> <li>• Business continuity plans;</li> <li>• Electronic IDs; and</li> <li>• Change controls.</li> </ul> |

## Schedule 2 - Specification / Statement of Requirements

### 1. Statement of Requirements

The Media and Creative Services Common Use Arrangement (CUAMCS2025) will enable State Agencies and approved buyers<sup>1</sup> to access comprehensive advertising services, including media strategy and planning, media trading, and creative services for both campaign and non-campaign advertising.

The strategic objectives of the CUA are to:

- Deliver data-driven, customer-centric communications through contemporary media strategies and innovative creative solutions that resonate with target audiences.
- Maximise value for Government through competitive media rates, transparent trading practices, compelling creative development, and comprehensive performance reporting.
- Ensure access to high-quality expertise across the Services.
- Foster innovation in communication strategies, creative approaches, and technologies to enhance audience engagement, message effectiveness, and operational efficiency.
- Ensure access to a range of Contractor capabilities to meet diverse WA Government Customer needs – from nimble, personalised, and efficient services to large-scale, complex campaign delivery requiring access to advanced technologies.

Government advertising expenditure requires accountability which is dependent on transparent media trading and strategy. Successful Contractors must demonstrate a strong, ongoing commitment to this transparency.

#### 1.1 Scope

The CUA will comprise three categories:

- **Category A – Media Strategy and Trading**

Development and implementation of effective media strategies, plans and Media Trading for government campaigns across all channels.

- **Category B – Creative Services**

Strategic planning and creative development services for campaign and brand communications. Covers end-to-end creative services from concept development through to production and execution across all media formats.

- **Category C – Non-Campaign Advertising**

Routine, often statutorily mandated advertisements including public notices and job vacancies.

The scope also encompasses other advertising services, including, third-party spot monitoring, Search Engine Optimisation (SEO), and partnership and

---

<sup>1</sup> Refer to the [Approved Register of Common Use Arrangement Buyers](#).

sponsorship negotiation. These Additional Services are described in [Schedule 2, Section 2.4](#).

Specifications are contained in [Schedule 2, Section 2](#) of this Request.

## 1.2 Out of Scope

The following services are excluded from the CUA scope. These can be sourced by Customers through individual arrangements:

- **Media Monitoring:** Access to an online media clipping database or portal that is searchable within the keyword parameters of the monitoring brief with clippings that can be categorised and sorted.
- **Market Research:** Standalone research services such as commissioned surveys, focus groups or studies.

### 1.2.1 Direct Media Purchasing

Categories A and C of this CUA are intended for the engagement of media agencies who transact with Media Suppliers on behalf of Government. This arrangement does not provide a direct procurement pathway for Media Suppliers to be appointed to the CUA.

## 1.3 Number of Contractors

As a result of this Request, the Contract Authority anticipates appointing multiple Contractors to Categories A and B, and one Contractor to Category C.

In accordance with the General Conditions Part B, clause 4.18, the Contract Authority may appoint as many Panel Members as it deems appropriate.

## 2. Specification

### 2.1 Category A – Media Strategy and Trading (Campaign)

Category A comprises the delivery of media strategy, planning and Media Trading services for Campaign advertising across Traditional Media and Digital Media channels.

Contractors appointed to this category must be capable of providing an end-to-end campaign services described in this Section 2.1, either across both Traditional Media and Digital Media channels or within the scope of Digital Media only.

If appointed to this Category, Digital Media suppliers may be engaged to deliver services for digital-only campaigns or for the digital components of integrated campaigns, in a manner determined by the Customer.

Creation of advertising content and associated strategy services are outside the scope of this category.

#### 2.1.1 Media Strategy and Planning

The Contractor must provide comprehensive media strategy and planning services to achieve communication objectives through strategic selection and use of media

channels (including owned and earned, where relevant), audience targeting, and message delivery.

The Contractor role focuses on consumer identification, audience segmentation, media channel selection, and delivery guidance. Strategies must be relevant, effective, cost-efficient, evidence-based, and channel-agnostic.

These Services include the development of detailed Media Plans that, identify target audiences, guide advertisement delivery, optimise media performance, and align with campaign objectives and budget constraints.

Media Plans must include:

- timings and flightings;
- recommended channels and buying methods;
- media weightings and budget allocations;
- sizes and lengths of placements;
- detailed and transparent cost breakdowns, including all Contractor Fees, Subcontractor Costs, and disbursements; and
- comparative benchmarks (e.g. estimated reach, CPM), where applicable.

The Contract Authority may introduce a standard Media Plan template during the Term to support consistency, transparency, and alignment with reporting requirements.

The Contractor must:

- utilise appropriate media research data and planning tools to inform strategy and recommendations;
- incorporate findings from past campaigns to foster continuous improvement;
- remain up to date with emerging media channels, trends, and technologies, and evaluate new channels for effectiveness and value for money;
- work proactively with Customers to understand annual activities and develop forward plans in order to maximise value;
- manage media strategy requests in a prompt and responsive manner, ensuring that planning activities are progressed without unnecessary delay; and
- communicate expected timeframes to the Customer following receipt of a request or brief and make all reasonable efforts to accommodate urgent or time sensitive requests.

### 2.1.2 Media Trading

The Contractor must deliver Media Trading services that are transparent, strategically driven, and achieve value for money outcomes across all relevant media channels.

All trading activity must:

- be conducted in accordance with full fee disclosure, for cost transparency;
- apply the contracted CUA fee structure consistently; and

- present media costs net of commission, with no Contractor costs embedded in media inventory pricing.

The Contractor must:

- demonstrate a robust and accountable approach to Media Trading;
- negotiate rates and seek to secure added value and Customer Benefits at time of booking;
- manage all media bookings within the allocated budget and ensure all bookings are accurate and delivered in accordance with the approved Media Plan; and
- confirm placements with Media Suppliers.

No advertising may be booked until the Customer has approved the media booking. Any bookings made before receiving this approval are at the Contractor's own financial risk.

Where Programmatic trading is used, the Contractor must:

- operate under a fully disclosed model, including disclosure of all fees and margins associated with both in-house and externally managed Programmatic services;
- distinguish between fees charged by their own organisation other providers;
- itemise all trading desk fees, data charges, and technology costs separated from media inventory costs.

Where digital media is purchased through Contractor held accounts, the Contractor must ensure that all campaign data, including audience insights, performance metrics, and targeting parameters, relevant to that Customer can be made available in a transferrable format upon request. Where feasible, the Customer may request the use of a Customer owned or Customer specific account, with ownership data retained by the Customer.

### 2.1.3 Monitoring

The Contractor must conduct monitoring of all campaigns as part of the CUA Fee. This monitoring includes tracking whether advertisements appear as scheduled and confirmation that placements match the approved Media Plan.

The Contractor must provide the Customer with regular monitoring reports and access to monitoring data through an online dashboard or other agreed method.

Monitoring is conducted to substantiate payments to Media Suppliers and ensure campaign delivery is as planned. The Contractor must immediately report any missed placements or delivery issues to the Customer.

### 2.1.4 Verification

The Contractor must verify advertising placements by providing evidence that advertisements appeared correctly in terms of timing, position, and quality as specified in the Media Plan.

Verification will involve collecting and maintaining documentation of actual ad placements which may include, as the case requires:

- tearsheets from publications;

- broadcast logs from television or radio outlets;
- photos of outdoor advertising; and/or
- logs and reports from ad servers, DSPs, or other platforms confirming delivery of digital advertisements.

The Contractor must provide verification documentation to the Customer upon request or at intervals agreed with the Customer.

Without limiting the Contractor's monitoring and verification obligations, the Customer may require independent third-party spot monitoring services to provide additional verification. Third-party spot monitoring may be arranged by the Contractor on behalf of the Customer (as an Additional Service – refer to [Section 2.4 Additional Services](#)) or engaged directly by the Customer independent of the Contractor.

#### **2.1.5 Optimisation**

The Contractor will analyse campaign performance data and identify opportunities for improvement through real-time Optimisation across all media channels. The frequency and scope of Optimisation activities must be agreed with the Customer at the commencement of each campaign, taking into account campaign objectives, duration, and media mix.

The Contractor must obtain Customer approval before implementing any Optimisation recommendations or campaign adjustments, unless prior authorisation has been granted.

Should media delivery performance issues arise (such as missed placements, viewability concerns, or failure to achieve agreed delivery metrics), the Contractor must promptly notify the Customer, outline specific remedial actions being undertaken, and provide regular updates on resolution progress until the issue is resolved.

#### **2.1.6 Amendments and Cancellations**

Customers may cancel, suspend, or amend campaigns/projects or specific media placements by written notice to the Contractor.

The Contractor must:

- negotiate with Media Suppliers to secure the most favourable outcome for the Customer, which may include a full refund, partial refund, or postponement;
- avoid forfeiture of media value where possible;
- align the outcome with the Customer's preference and timing requirements;
- provide written documentation detailing any fees, charges, and postponement or forfeiture arrangements established with Media Suppliers.

Where Media Suppliers issue credits or refunds, these must be returned to the Customer and not applied to other campaigns without the Customer's written agreement. For postponements, the Contractor must assist the Customer to use the allocated media value within the timeframe designated by the Media Supplier.

The Customer will reimburse the Contractor for reasonable fees incurred up to cancellation, suspension, or amendment, provided the Contractor has taken all reasonable steps to mitigate costs. Reimbursement costs are to be negotiated between the Customer and the Contractor on a case-by-case basis.

If a campaign is cancelled prior to media booking and placement, the Contractor may charge the Customer for the strategy and planning component only.

For the purposes of this subclause:

- Postponement means advertising that has been cancelled after the cancellation deadline, with the monetary value retained as a credit for future use with the Media Supplier.
- Forfeiture means advertising cancelled after the deadline, with no credit retained and the Customer still charged.

### 2.1.7 Annual Negotiations

The Contractor will conduct annual rate and trading term negotiations with relevant Media Suppliers to secure optimal baseline rates, discounts, terms and conditions, and value-added benefits for all forms of Government advertising. These negotiations must deliver the best commercial and strategic outcomes for Government.

The existing process for annual media rate negotiations is outlined in [Schedule 16, Appendix 2 - Annual Media Rate Negotiation Guidelines](#). This process will be the default method unless an alternative is agreed. The Contract Authority welcomes recommendations from Contractors regarding more effective and contemporary approaches and may work with Contractors during the Term to develop a new negotiation framework. The Contract Authority reserves the right to abolish annual media rate negotiations in favour of another approach if deemed appropriate.

Contractors must:

- conduct negotiations in a rigorous and transparent manner;
- ensure trading agreements with Media Suppliers do not conflict with the terms and conditions of this CUA;
- compile and issue complete and accurate copies of media rate cards to the Contract Authority, including circulation, readership, distribution, specifications, publication dates, booking and material deadlines, and other relevant information;
- make recommendations to Government about rates offered; and
- provide a detailed summary of negotiation outcomes, including savings to Government compared to the previous year.

No additional fees will be payable to the Contractor for conducting these negotiations. All costs must be incorporated into the Contractor's CUA Fee.

The following additional requirements apply:

- Category A Contractors will alternate negotiations year-on-year and make rates available to their Category A counterpart(s).
- Negotiated rates must also be made available to the Category C Contractor, regardless of whether they are also appointed to Category A.
- Contractors must not agree to any rates or enter into any contracts with Media Suppliers in relation to work under the CUA without the explicit agreement of the Contract Authority.

### 2.1.8 Media Performance Reports

The Contractor must provide the Customer with comprehensive Media Performance Reports to evaluate advertising effectiveness against campaign objectives and identify opportunities for improvement.

For each campaign, the Contractor must deliver a post-campaign Media Performance Report that includes:

- analysis and strategic advice on all media purchased or placed;
- comparison of planned versus actual media value, with explanations for any significant variances;
- evaluation of campaign efficiency and effectiveness against benchmarks and objectives;
- lessons learnt and recommendations for future improvements; and
- standard media measurements as outlined in [Schedule 16, Appendix 3 - Standard Metrics for Media Performance Reports](#)<sup>2</sup>;

Post-campaign Media Performance Reports must be:

- delivered no later than two months following campaign completion, unless otherwise agreed with the Customer; and
- provided as part of the CUA fee.

Customers may also require advanced post-campaign research and analysis advertising strategy effectiveness as an Additional Service (refer to [Section 2.4 Additional Services](#)).

### 2.1.9 Brand Safety

The Contractors must ensure adherence to best practices in brand safety and actively mitigate risks and reputational damage to State Agencies and the Government. To this end, the Contractor must employ all reasonable efforts to ensure government advertising does not appear alongside inappropriate content or on any websites, apps, or platforms that:

- promote illegal activities or content;
- host pirated or copyright-infringing material<sup>3</sup>;
- contain offensive, discriminatory, or inflammatory content;
- disseminate misinformation or disinformation;
- operate scams or fraudulent schemes;
- engage in predatory practices; and/or
- otherwise pose a risk to government brand integrity or reputation.

The Contractor must establish, maintain and review on an ongoing basis, Inclusion and Exclusion lists of websites, apps or other platforms where advertising may or

---

<sup>2</sup> The standard media measurements may be updated during the Term by mutual agreement between the Contract Authority and the Contractor.

<sup>3</sup> Not intended to exclude entire user-generated content platforms but applies to environments within those platforms where pirated or infringing content is prevalent or inadequately moderated.

must not appear. The Contractor must supply a copy of the up-to-date Whitelist and/or Blacklist at the request of the Contract Authority or Customer within five Business Days of receiving a request.

For the purposes of this subclause, an:

- Exclusion list details websites on which advertising is prohibited and for which Customer will not pay any Subcontractor Costs or Contractor Fees.
- Inclusion list details approved websites on which advertising is permitted and for which the Contract Authority or Customer agrees to pay Subcontractor Costs and Contractor Fees.

#### **2.1.10 Sponsorship**

Media placements associated with sponsorships and partnerships must be made through the CUA in accordance with the Buying Rules and must be transparently detailed at the bottom of the Media Plan at the negotiated rates, including any related CUA Fee charges. Negotiation of sponsorships and partnership arrangements on behalf of Customers are an Additional Service (refer [Schedule 2, Section 2.4](#)).

#### **2.1.11 Buyer Education**

The Contractors, in collaboration with the Contract Authority, are expected to support education and engagement activities to promote the CUA and build capability across Government.

The Contractors must:

- establish ongoing training and engagement programs throughout the Term;
- deliver six sessions per year to Customers and Potential Customers, unless otherwise directed by the Contract Authority;
- ensure all sessions are approved by the Contract Authority, including any supporting materials (e.g. slides, handouts), which must be submitted at least 48 hours prior to session delivery;
- work collaboratively with other Contractors and the Contract Authority to avoid duplication of training content.

The content of the training and engagement programs may include, but is not limited to:

- innovative ways to reduce costs while increasing advertising effectiveness;
- techniques for developing efficient and effective advertising briefs;
- market intelligence on developments and trends in the media industry, including new and emerging media; and
- information on Media Plan costs, bookings, accounts and billing services.

The Contract Authority may conduct post-session surveys to assess relevance and effectiveness of the training. Survey results will be monitored as part of the KPI process.

## 2.2 Category B – Creative Services

Category B covers creative strategy and execution services to support a range of government communication needs, including advertising campaigns, creative projects, and strategic or creative partnerships. Contractors appointed to this category must be capable of delivering the end-to-end creative services described in Section 2.2, either across both Traditional Media and Digital Media formats or within the scope of Digital Media only.

This category is not intended for suppliers offering limited components of the creative process (e.g. graphic design, photography, or production services). While Customers may engage these services directly, outside of the CUA, Contractors appointed to Category B must be able to deliver complete creative solutions, either through in-house capability or subcontractor coordination.

### 2.2.1 Strategic Planning and Development

Based on Customer requirements, the Contractor may be required to provide:

(i) Strategic planning services

- Development of creative strategies aligned with, as the case requires, Customer objectives, Media Plans, and target audience insights.
- Strategic planning for integrated campaigns across Traditional Media and Digital Media channels, with appropriate adaptation for different target markets and audience segments.

Note: Strategic planning services excludes media strategy and planning which must be delivered by Category A Contractors.

(ii) Market and audience insight services

- Research, analysis, and interpretation of audience behaviour, market trends, and competitive activity to inform creative strategy.
- Identification of communication opportunities based on consumer trends, audience segmentation, and media consumption patterns.
- Input into research projects and translation of findings into effective marketing communications solutions.
- Development or application of frameworks to evaluate creative effectiveness and brand impact, including interpretation of results to inform future strategy.

(iii) Brand management

- Brand strategy development including brand architecture, identity creation, positioning, and narrative development that support the Customer's organisational objectives.
- Implementation of style guides and processes to ensure consistency.
- Brand activation strategies to build engagement and meaningful connections with target audiences.
- Development of sub-brand architectures and brand extensions.

(iv) Creative concept development

- Development of creative briefs and visual treatments to support concept articulation.
- Development of original creative concepts that address communication objectives, target audience needs and align with brand positioning.
- Development of creative concepts and overarching frameworks that support consistent brand messaging across multiple channels, campaigns, and audience segments, with flexibility to adapt to varied communication needs and formats.
- Presentation and articulation of creative concepts with supporting strategic rationale.

### 2.2.2 Implementation and Production

The Contractor will be required to provide implementation of creative strategies and production services including but not limited to:

#### (i) Audio-visual production

- Television, cinema, and video production services including concept development, filming, and post-production for various formats and channels.
- Photography services including commercial, portrait, location, and aerial photography with retouching and image manipulation.
- Radio and audio production including script development, recording, music selection, and audio mixing.
- Animation, motion graphics, and visual effects including animations, interactive presentations, and special effects.
- Illustration, infographic design, data visualisation, and other visual communication elements.
- Management of talent, music rights, intellectual property, and required licenses.

#### (ii) Digital Media production

- Creation of digital content and assets for websites, social media platforms, online advertising, and interactive experiences.
- Development of email marketing, mobile content, rich media advertisements, and other digital campaign elements.
- Production of social media assets including static images, GIFs, short-form videos, and interactive content.

#### (iii) Print and physical media

- Design and production of all materials, including but not limited to press advertisements (e.g. newspaper and magazine ads), publications, brochures, posters, signage, stakeholder toolkits and all forms of printed collateral.
- Out-of-home advertising production including static and digital billboards, transit advertising, and environmental graphics.

- Print management, brokering, and distribution services for all physical marketing materials including promotional items and direct mail campaigns.
- (iv) Content and copy development
- Development of persuasive copy and messaging for all communication channels and campaign elements.
  - Content adaptation, editing, and proofreading services for different platforms while maintaining message consistency.
  - Development and adaptation of messaging for diverse audience groups with consideration for accessibility standards and inclusive communication practices.
  - Script development, technical writing, and specialised content creation including multi-language adaptations.

Additionally, the Customer may require the Contractor to:

- manage dispatch of creative materials to Media Suppliers in accordance with the approved Media Plan; and/or
- coordinate and resolve creative queries arising from trafficking.

The Contractor must ensure that all creative assets meet the technical specifications provided by Media Suppliers and are delivered within required timeframes.

### 2.2.3 Service Delivery and Price Models

The CUA supports a wide range of delivery models, provided that they are transparent, well-managed, and meet the required standards of quality and accountability.

Engagements under this CUA may vary significantly in scale and scope – from one-off assignments to long-term strategic partnerships. Customers may contract services for discrete projects or establish ongoing arrangements for creative leadership and strategic advisory.

Customers may establish alternative pricing models suited to their needs, provided they are transparent. Examples include, but are not limited to:

- retainer models – for ongoing access to dedicated resources,
- fixed-fee pricing – for clearly scoped projects;
- deliverable-based pricing – tied to specific outputs or milestones; and
- blended models – combining hourly rates with capped or fixed components.

The specific scope, deliverables, and pricing arrangements will be defined in the Order, with any additional services and charges subject to the rates and conditions outlined in the Head Agreement.

### 2.2.4 Subcontractor Management

Without limiting clauses 36.1 and 36.2 of the General Conditions, the following conditions apply where the Contractor subcontracts any part of the Services:

- (i) The Contractor remains fully accountable and responsible for:

- a. subcontractor management, liaison and coordination, including quote and selection processes, negotiation, and budget management; and
  - b. the quality, timeliness, and compliance of all deliverables.
- (ii) For all subcontracted work:
- a. The Contractor must obtain and present a minimum of three quotes from competitive and capable suppliers for Customer approval where work valued at \$50,000 (including GST) or above. Where reasonably available, at least one quote must be obtained from a supplier whose principal place of business is in Western Australia.
  - b. Subcontractor Costs must be passed to the Customer at net cost, with no mark-up or margin applied by the Contractor, other than the fees in the Head Agreement price list. Customers may request subcontractor invoices as evidence that no hidden mark-ups have been applied.
  - c. All discounts, rebates, subsidies, or similar benefits arising from Subcontractor Costs and accruing to the Contractor must be fully disclosed when presenting quotes to the Customer. The Contractor must remit the value of any discounts, rebates, or similar benefits it has received from subcontractors to the Customer within 30 days of receipt.
  - d. The Contractor may charge an hourly rate for management and coordination of subcontractors. An upfront estimate of hours and cost must be provided to the Customer. The Contractor must monitor actual hours against the estimate and notify the Customer promptly if the hours are likely to exceed the original estimate. All hours must be transparently recorded, itemised on invoices, and reported in the Quarterly Sales Report.

## 2.3 Category C – Non-Campaign Advertising

Category C covers routine standalone advertisements of a functional nature that typically have low or no creative content, are for immediate and short-term appearance, and seek to impart specific information in a direct manner.

The Contractor must provide a comprehensive end-to-end service for non-campaign advertising, including an online booking system that enables efficient management of the advertising process from order placement through to reporting. In some cases, hourly rates may be charged for additional manual processing requirements (refer [Section 2.3.3 Additional Manual Processing](#)).

### 2.3.1 Types of Non-Campaign Advertising

The Contractor must provide Advertising Services when required by a Customer for the following types of advertising:

1. **Recruitment Advertising** – Advertising job vacancies or employment opportunities. This can be for one or more positions advertised at the same or different levels, generally similar in nature.

Please note that the Public Sector Commission is undertaking a project to establish a new centralised WA Government Jobs Board. The outcome of this project may impact on the number of Orders for Recruitment Advertising over

time. Further information is detailed in [Section 2.3.4 Digital Recruitment Advertising](#) below.

2. **Public Notices** – Generally one-off or short term clear, simple messages or announcements. Includes, but not limited to, public transport notices, road closures, changes to services, tender notices, availability of funds or grants, community consultations, statutory/regulatory notices, state funeral communication, and urgent public health or safety announcements.

In certain circumstances, recruitment related advertising may meet the definition of campaign advertising (e.g. large-scale recruitment drives) and must be delivered under Category A.

### 2.3.2 Online Booking System

The Contractor must provide and maintain a secure Online Booking System for delivering non-campaign advertising services. At a minimum, this system must:

- be available to Customers 24 hours a day, seven days a week, except for agreed scheduled maintenance periods;
- have pre-approved templates and artwork for all non-campaign advertising categories;
- facilitate end-to-end management of the advertising process from placing orders to reporting;
- provide capacity for proofing, amending, and approving advertisements via a one-step process with minimal intervention;
- enable users to provide feedback and indicate required changes if an advertisement is rejected;
- allow for amendment of advertisements after approval but before dispatch to Media Suppliers;
- include search functionality that enables easy retrieval of documents and files by reference number, advertising type, Customer name, and other relevant information; and
- create cost estimates and media schedules without submitting a booking, while maintaining an audit trail.

The Contractor must provide helpdesk support to Customers to enable their use of the Online Booking System.

### 2.3.3 Additional Manual Processing

The CUA Fee is expected to cover the majority of Services provided under this category. However, the Contractor may charge an additional hourly rate for manual processing work in situations where the Customer:

- requires creation of a new advertisement template beyond those standardly available in the Online Booking System;
- requests design services that fall outside standard template modifications;
- requires more than two rounds of revisions, excluding instances where revisions are necessitated by the Contractor's own error or failure to meet the specifications; and

- complex non-campaign briefs.

The Contractor must clearly communicate to the Customer in advance when these additional charges will apply and must itemise these charges on invoices and Quarterly Sales Reports.

### **2.3.4 Digital Recruitment Advertising**

The Public Sector Commission (PSC) is undertaking a project to establish a new centralised WA Government Jobs Board.

If required, the successful Contractor must work collaboratively with PSC and the Contract Authority to explore and implement integration possibilities between the Contractor's Online Booking System and the new Jobs Board once it is operational.

In addition, the WA Government's current Recruitment Advertising Management System may be retired in favour of a decentralised approach whereby State Agencies will establish their own solutions for candidate management and applicant tracking. Some agencies may implement software solutions which offer functionality to post directly to external job boards, a service provided under this category.

While this transition may impact the volume of digital recruitment advertising requirements through the CUA in future, the extent of this impact is currently unknown.

### **2.3.5 Service Delivery Timeframes**

Unless otherwise agreed in writing, the Contractor must meet the following timeframes for actioning media placements:

- Standard placements: The Contractor must respond and action standard media placement requests within three Business Days from receipt of the request.
- Urgent requirements: In emergency situations, the Contractor must accommodate same-day requests where reasonably possible. In other time sensitive cases, the Contractor must respond and action the media placement within one to two Business Days from receipt of request.

### **2.3.6 Production and Dispatch**

The Contractor must provide the Customer with:

- material advice instructions, including publication schedules and deadlines;
- material specifications, including sizes, column widths, and other technical requirements;
- non-campaign advertising templates that are reviewed and refined annually or as required; and
- dispatch services if requested by the Customer.

The Contractor is responsible for coordinating with the Customer to ensure all advertisements meet the required specifications and are delivered to Media Suppliers on time.

## **2.4 Additional Services**

Customers may require Additional Services to support campaign objectives beyond standard media strategy, trading, and creative development. These Additional

Services may be procured under specific categories as outlined below, however it is not mandatory to use the CUA to procure these Additional Services.

| Additional Service                      | Description                                                                                                                                                                                                                                                                                                                                                             | Category |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Third-party spot monitoring             | The verification of media placements by an independent party (not the Contractor or Media Supplier) that confirms advertisements appeared as scheduled and in the correct format. This service tracks and documents when and where advertisements ran across various media channels, providing impartial verification that purchased media was delivered as contracted. | A        |
| Research and insights                   | Advanced post-campaign research and analysis of media strategy effectiveness for significant campaigns.                                                                                                                                                                                                                                                                 | A        |
| Search Engine Optimisation (SEO)        | Improving a website's visibility in unpaid SEO results through methods including technical optimisation and quality content creation to increase organic traffic.                                                                                                                                                                                                       | A or B   |
| Social media planning and strategy      | Specialised strategy development for engagement on the Customer's owned and controlled social media platforms or sites.                                                                                                                                                                                                                                                 | A or B   |
| Social media management and moderation  | Monitoring, classifying, replying to and, if necessary, removing content from a Customer's owned and controlled social media platforms or sites. This includes preparing and delivering a report summarising social media activity monitored.                                                                                                                           | A or B   |
| Partnership and Sponsorship negotiation | Negotiation of sponsorships / partnerships with or on behalf of the Customer.<br><br>Does not include media placements associated with sponsorships / partnerships which must be executed under Category A (where required in accordance with the Buying Rules).                                                                                                        | A or B   |

If the Customer requires Additional Services not specifically listed in this section, these must be clearly scoped and agreed in writing prior to the services commencing. Such services must be transparently quoted, itemised on invoices, and reported in the Quarterly Sales Report.

The specific scope of the required Additional Services will be detailed in the Order.

### 3. General Requirements

The following requirements are applicable across all Categories unless otherwise stated.

#### 3.1 Principles of Engagement

All Contractors are expected to adhere to high standards of ethical conduct, integrity, transparency and accountability for taxpayers' funds. For the purposes of clause 40.2 (b) of the General Conditions, a breach of these principles of engagement is considered a Probity Event.

##### 3.1.1 Neutrality

All media and creative strategy developed must not preference any specific channels, platforms, media types, or production approaches. Recommendations must be based solely on effectiveness, audience reach, and campaign objectives rather than the Contractor's financial benefit, preferences, or legacy arrangements.

##### 3.1.2 Transparency

The Contractors must:

- (i) Act solely as the Customer's agent in transactions with Media Suppliers and are prohibited from operating as a principal re-selling media inventory to Customers.
- (ii) Maintain complete transparency regarding all media transactions, fees, and costs associated with delivering media placements. All such costs must be clearly expressed on Media Plans, invoices, and related financial documents, including Quarterly Sales Reports.
- (iii) Provide full and complete transparency and disclosure in respect to Programmatic fees and charges and other on-costs, including but not limited to technology platform fees, trading desk fees, and data costs.
- (iv) Where Programmatic services are delivered via Contractor Affiliates, the Contractor must disclose the nature of the relationship and any financial benefit received. This includes any margin, rebate, or incentive received from the use of proprietary or affiliated platforms.
- (v) Acknowledge that including undisclosed fees on purchased media is strictly prohibited under this arrangement.
- (vi) Provide a fee breakdown in relation to Customer media investment purchased via Programmatic in Quarterly Sales Reports.
- (vii) Include a standard disclosure statement at the base of every Media Plan, confirming the plan is free from undisclosed Conflicts of Interest and Incentives. This disclosure text will be provided by the Contract Authority upon Head Agreement commencement, and additional declarations may be required as specified by the Contract Authority.

##### 3.1.3 Incentives

Revenue earned by the Contractor or Contractor Affiliates from Customer Contracts must be solely derived from the applicable fees paid in accordance with this CUA and reported in the Quarterly Sales Reports.

Contractor Incentives are prohibited under this arrangement and must be declined when offered. This does not include Customer Benefits which the Contractors are expected to actively negotiate, as they are for sole purpose of enhancing value for the Customer.

Where a subcontractor's trading terms make a Contractor Incentive unavoidable (such as automatic rebates built into supplier systems), the Contractor must fully disclose the Incentive received and credit the full monetary value back to the Customer.

### 3.1.4 Conflict of Interest

Without limiting clauses 19.1(a) and 30 of the General Conditions, the Contractor must:

- (i) Refrain from entering any arrangements, whether directly or indirectly, which could lead to Conflicts of Interest without prior written approval from the Contract Authority or Customer. This includes any consulting, research, or other service agreements between the Contractor or Contractor Affiliates and a Media Supplier.
- (ii) Notify the Customer in writing if a recommended Media Supplier is also a Contractor Affiliate. Written approval must be obtained from the Customer, on a case-by-case basis, before procuring services from any affiliated Media Supplier.
- (iii) In addition to clause 36.2 of the General Conditions, ensure that contracts between the Contractor and subcontractors for the provision of Services do not conflict with the Contractor's obligations to Customers, and maintain transparency in all dealings with subcontractors.
- (iv) Ensure, where a Contractor is engaged for multiple categories, that services in one category are not unduly influenced by profits and interests from another category. For example, if a Contractor is appointed to both Category A and B, the Contractor must not allow interests (pecuniary or otherwise) in delivering creative services to influence media planning decisions. This requirement extends to Contractor Affiliates working across multiple categories.

## 3.2 Government Campaign Advertising Policy

Government advertising campaigns in Western Australia are currently authorised under the [Government Campaign Advertising – Premier's Circular 2021/08](#) and associated [Government Campaign Advertising Policy](#) (the GCA Policy), administered by the DPC. A priority of this CUA is to support compliance with the GCA Policy for advertising activities within its scope.

Under the GCA Policy, certain campaigns must be reviewed by the DPC or an independent review committee before receiving final authorisation from the State Agency's Accountable Authority or delegate. This review includes assessment of a draft Media Plan, proposed creative, and associated costings against the GCA Policy requirements.

The GCA Policy does not apply to non-campaign advertising procured under Category C. Similarly, creative services under Category B may fall outside the scope of the GCA Policy if not associated with a campaign at the time of procurement.

Where there is ambiguity about whether an advertising activity falls within the scope of the GCA Policy, the Contractor must seek advice from the Contract Authority.

For campaigns requiring review under the GCA Policy, a Campaign Booking Number will be allocated to the Customer. The Contractor must obtain this number from the Customer and include it in the Quarterly Sales Report to support central oversight and effective tracking of campaign expenditure across Government.

Contractors appointed to this CUA acknowledge that the GCA Policy may be updated at any time, including prior to the Commencement Date. If changes to Government advertising policy or direction occur, the Contractor must promptly implement any necessary modifications to processes and procedures to maintain compliance with current requirements.

### 3.3 Collaboration and Integrated Delivery

Government campaigns often require iterative development and refinement across both media and creative elements.

Contractors must work collaboratively with other CUA Contractors, Customer-appointed suppliers, and the Customer as required to ensure cohesive and successful outcomes.

Contractors are expected to actively engage in integrated planning and delivery processes, ensuring alignment between media strategy, creative development, campaign objectives, and audience insights. This may include participating in joint planning sessions, sharing relevant information, and adapting approaches to support multi-phase or complex requirements.

### 3.4 Account Management

The Contractor must:

- (i) Provide account management services to support the contract management of the Head Agreement and deliver responsive, efficient, and effective services to the Contract Authority and Customers.
- (ii) Appoint an Account Manager to serve as the primary point of contact for the Contract Authority and Customers.
- (iii) Establish and maintain efficient business processes for managing and coordinating, as the case requires:
  - briefs, Orders and quotation;
  - account set-up;
  - campaign and job management/authorisation;
  - contractors and subcontractors;
  - issue escalation and dispute resolution; and
  - Contract Authority and Customer relationship management; and
  - general enquiries.
- (iv) Ensure response to enquiries and requests from the Contract Authority or Customer within two Business Days. For more complex requests, the

Contractor must acknowledge the request within two Business Days and provide an estimated timeframe for response.

- (v) Provide the Contract Authority with after-hours contact details for the Account Manager and ensure these details are kept current. These details are for use in case of urgent situations and will not be shared broadly with Customers unless agreed.
- (vi) Consult with and obtain agreement from the Contract Authority regarding any changes to the Account Manager or other personnel supporting the account management. Agreement will not be unreasonably withheld.

### 3.5 Service Standards

The Contractor must:

- (i) Maintain consistently high customer service levels and adequate resourcing throughout the Term. This includes:
  - Providing equitable levels of service to Customers with varying budgets and from geographically and operationally diverse organisations.
  - Maintaining capability to provide services under complex or urgent conditions. This is particularly crucial during State-related emergencies, disaster recovery, and emergency relief operations.
  - Ensuring adequate coverage during staff leave periods.
- (ii) Be available at all times during Business Hours and maintain capability for both scheduled after-hours activities to support peak demand periods and unscheduled out-of-hours activities to support emergency requirements.
- (iii) Maintain appropriate business continuity and disaster recovery strategies.
- (iv) Provide to the Contract Authority a comprehensive plan for the Christmas and New Year period that addresses how necessary and/or urgent/emergency communications will be handled over this period (Category A and C only).

### 3.6 Transition Requirements

#### 3.6.1 Transition In – Categories A and C

Should this Request process result in new Contractors appointed to Category A and C, the following requirements are applicable to those Contractors:

- (i) The Contractor and Contract Authority will agree on a timeframe for the Contractor to deliver an Implementation Plan. The Implementation Plan must demonstrate how the Contractor will achieve operational readiness by the Commencement Date.
- (ii) The Implementation Plan must detail the strategies and processes for:
  - Ensuring continuity and accessibility of existing Government information and data.
  - Managing the handover from incumbent service providers.
  - Implementing required systems and processes.

- Conducting stakeholder engagement and training activities.
- (iii) The Contractor must participate in regular implementation progress meetings with the Contract Authority. These meetings may be conducted weekly or more frequently as required, either face-to-face or via video conference.
- (iv) If requested by the Contract Authority, the Contractor must complete the following prior to the Commencement Date:
  - Establish and test all electronic systems and processes.
  - Develop operational and business continuity plans.
  - Create incident and problem resolution procedures.
  - Prepare Customer guidelines and documentation.
  - Conduct information sessions for Customer organisations.
  - Complete any additional requirements specified by the Contract Authority.
- (v) If requested by the Contract Authority, provide a summary of lessons learnt from the Transition In at the conclusion of the implementation activities.

**Note:** For Category A, the management of most campaigns in progress at the Head Agreement Commencement Date are not expected to transition. These activities will typically be finalised by the outgoing Contractor(s). However, there may be circumstances where the incoming Contractor is required to take over campaigns already underway, with agreement between the relevant parties.

### 3.6.2 Transition In – Category B

Services within the scope of Category B have not previously been available through a CUA. Consequently, State Agencies may have existing contracts or panels for these services.

The commencement of the CUA does not affect or override any existing State Agency contracts or panels. Agencies may continue to use these arrangements until they expire or are otherwise concluded.

It is anticipated that use of the CUA for Category B services will increase over time, as agency specific arrangements expire or are concluded. Contractors should note that this process will be gradual, and uptake may vary across State Agencies.

### 3.6.3 Transition Out

If a Contractor is notified that, for any reason, it:

- (i) has been replaced or terminated as a Panel Member; or
- (ii) will not be providing services under any replacement arrangement to CUAMCS2025,

the outgoing Contractor must ensure an orderly and timely transfer of responsibilities to the Successor(s). Successors are defined as the person(s) designated by the Contract Authority to undertake requirements identical or similar to the current scope of services.

At the absolute discretion of the Contract Authority, the Contractor must:

- (i) Provide a Transition Out Plan documenting how services will be transitioned to a Successor(s) within 30 days of receiving a request from the Contract Authority, including:
  - current work orders and outstanding actions;
  - client information;
  - key personnel and communication channels;
  - information and data transfer processes;
  - documentation and reporting requirements;
  - outstanding financial matters;
  - system access and security considerations; and
  - knowledge transfer activities.
- (ii) Negotiate in good faith with any appointed Successor(s) and the Contract Authority (as applicable) regarding transition requirements.
- (iii) Comply with reasonable directions of the Contract Authority in relation to transition requirements.
- (iv) Provide a Transition Out pack containing operational documentation, contact points, and service history to support onboarding of the Successor(s).
- (v) Deliver Services for up to an additional six (6) months under this Head Agreement to implement the Transition Out Plan and facilitate an efficient transition of services for the benefit of Customers, and during the transition period:
  - continue to provide Services at contracted rates specified in the Head Agreement;
  - maintain service delivery at required levels of proficiency;
  - provide experienced personnel to support the transition;
  - comply with all reasonable directions from the Contract Authority; and
  - work collaboratively with the Successor and Contract Authority.
- (vi) Transfer all Customer data to the Contract Authority or the Successor(s) in a usable and widely compatible format. This includes all historical data and campaign specific information, such as Programmatic audience and performance metrics, to ensure service continuity, enable performance analysis, and minimise transition costs.
- (vii) Facilitate transfer of access credentials to Customer owned systems or accounts used to deliver services.
- (viii) Provide the Successor(s) with requested information concerning the operation of the Head Agreement and Customer Contracts, excluding confidential business information such as profit levels, ownership structures, or preferential supply arrangements.

## 4. Contract Management Requirements

The requirements in this section apply to the Contractor's obligations under the Head Agreement, unless Customer Contract requirements are specified.

Contractors must note that no fees will be paid by the Contract Authority for the fulfilment of Head Agreement obligations.

### 4.1 Reporting

| Report Name                                                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Reporting Frequency |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Quarterly Sales Report                                         | <p>The Contractor must accurately record and maintain all transactions made through the Head Agreement and report these transactions to the Contract Authority via the Quarterly Sales Report template supplied.</p> <p>The Quarterly Sales Report is due within 20 Business Days following the end of each quarter i.e. September, December, March and June. The report is to be provided in a .csv or MS Excel format submitted into the Contract Authority's portal.</p> <p>The Contract Authority will issue a standardised template for the Media Performance Report Completions report following Head Agreement commencement.</p> <p>Detailed requirements for Quarterly Sales Reports are specified in Attachment D to this Request.</p>                                                                                                                                                                                                                                                              | Quarterly           |
| <b>Category A only</b><br>Media Performance Report Completions | <p>The Contractor is required to provide a summary of post campaign Media Performance Reports that fall due within the reporting quarter. For example, if a report is due to be submitted on 15 July, it must appear in the September quarter report.</p> <p>Media Performance Completions Reports must include:</p> <ul style="list-style-type: none"> <li>a) Campaign Booking Number and campaign name;</li> <li>b) the due date of the post campaign Media Performance Report; and</li> <li>c) the actual date the Media Performance Report was submitted to the Customer (or if not yet submitted, a note to this effect).</li> </ul> <p>The Contract Authority may conduct spot checks to verify the accuracy of reported information.</p> <p>The Media Performance Report Completions report is due 20 Business Days following the end of each quarter i.e. September, December, March and June.</p> <p>The Contract Authority will issue a standardised template for the Media Performance Report</p> | Quarterly           |

| Report Name                               | Description                                                                      | Reporting Frequency                                  |
|-------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------------|
|                                           | Completions report following Head Agreement commencement.                        |                                                      |
| WAIPS Participation Plan Exemption Report | As described at clause 21, <a href="#">Schedule 1 – Head Agreement Details</a> . | Upon the termination or expiry of the Head Agreement |

The Contractor may be required to provide Customer-specific and/or ad-hoc reports to the Contract Authority or Customer. Specific Customer Contract reports will be detailed in the Order.

## 4.2 Key Performance Indicators

### 4.2.1 Head Agreement KPIs

| KPI                                                               | Target and Measurement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Category | Frequency                                |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------|
| Customer satisfaction                                             | <p><b>Target:</b></p> <ul style="list-style-type: none"> <li>- 80% overall satisfaction with Contractor performance.</li> <li>- 80% satisfaction with timeliness of services.</li> <li>- 80% satisfaction with budget management.</li> <li>- 80% satisfaction with outcomes and value.</li> </ul> <p><b>Measure:</b> Percentage of satisfied or very satisfied responses from Customer surveys.</p> <p><b>Remediation:</b> For ratings under 80 per cent, the Contractor must submit an improvement plan to the Contract Authority within five Business Days of receiving a request from the Contract Authority.</p> | All      | Annually or as required                  |
| Timeliness and Accuracy of Reports                                | <p><b>Target:</b> 100% submitted on time.</p> <p><b>Measurement:</b> Sales and other reports are accurate and submitted within 20 calendar days from the end of the quarter.</p> <p>NOTE: "Submitted" means fully loaded with no missing data and without errors into the system and does not refer to the date in which the report was first submitted on the Contract Authority's portal.</p>                                                                                                                                                                                                                      | All      | Reported quarterly and measured annually |
| CUA fees correctly applied, and refunds issued (where applicable) | <p><b>Target:</b> 98% accuracy (each quarter). Rates charged do not exceed CUA contracted rates.</p> <p><b>Measure:</b> Quarterly Sales Reports compared to CUA contracted rates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                | All      | Reported quarterly and measured annually |

| KPI                                                                                                                  | Target and Measurement                                                                                                                                                                                                                                                                                                                                                                                             | Category | Frequency                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------|
|                                                                                                                      | Minor rounding issues will not impact on this KPI.                                                                                                                                                                                                                                                                                                                                                                 |          |                                                                                                |
| Training, workshops and seminars                                                                                     | <b>Target:</b> <ol style="list-style-type: none"> <li>Six workshops per year.</li> <li>80% overall satisfaction with training provided.</li> </ol> <b>Measure:</b> <ol style="list-style-type: none"> <li>Number of workshops, training and seminars provided to Potential Customers.</li> <li>Post Training Survey = Number of satisfied attendees divided by total number of completed surveys x 100.</li> </ol> | A        | Annually or as required.                                                                       |
| Delivery of Media Performance Reports                                                                                | <b>Target:</b> 95% of Media Performance Reports delivered on time and complete.<br><b>Measure:</b> Number of Media Performance Reports submitted to the Customer on time and complete (containing all required elements) divided by total number of Media Performance Reports due x 100.                                                                                                                           | A        | Measured annually through quarterly review of report submissions verified through spot checks. |
| <b>Note:</b> The Contract Authority may at any time opt to monitor the Contractors performance using the below KPIs. |                                                                                                                                                                                                                                                                                                                                                                                                                    |          |                                                                                                |
| Achievement of savings and value                                                                                     | <b>Target:</b> 90% of negotiated rates are equal to or better than benchmark media rates for other sectors.<br><b>Measurement:</b> Independent audit to benchmark negotiated media rates against: <ul style="list-style-type: none"> <li>Private sector rates.</li> <li>Other government sector rates.</li> </ul>                                                                                                  | A        | Annually or as required                                                                        |
| Transparency                                                                                                         | <b>Target:</b> Zero undisclosed fees, margins and/or revenue streams identified through audit.<br><b>Measurement:</b> Independent audit to verify complete disclosure of: <ul style="list-style-type: none"> <li>Technology/platform fees.</li> <li>Agency margins.</li> <li>Third-party costs.</li> <li>Data costs.</li> <li>Other revenue or margins.</li> </ul>                                                 | A        | Annually or as required                                                                        |
| Implementation of audit recommendations                                                                              | <b>Target:</b> 100% of agreed audit recommendations are implemented within the agreed timeframe, unless an extension is approved by the Contract Authority.                                                                                                                                                                                                                                                        | A        | Annually or as required                                                                        |

| KPI | Target and Measurement                                                                                                                                                                                                                                                            | Category | Frequency |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
|     | <p><b>Measurement:</b> Recommendations resulting from audits to be implemented are to be agreed between the Contract Authority and the Contractor.</p> <p>Agreed audit recommendations are implemented to the Contract Authority's satisfaction, within the agreed timeframe.</p> |          |           |

#### 4.2.2 Customer Contract KPIs

A Customer may establish its own KPIs for each Customer Contract established under the Head Agreement.

The below KPIs will apply unless the Customer modifies, replaces, or deletes them in the relevant Order.

| KPI                                       | Target                                                                                                                                                                                                                                                                                                             | Category |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Contract rates correctly applied          | <p>Charges do not exceed the CUA rates for 98% of transactions.</p> <p>Any overcharges are corrected via a complete refund to the Customer within 30 days of notification to the Contractor.</p>                                                                                                                   | All      |
| Timeliness and accuracy of invoicing      | 98% of invoices submitted without material errors (e.g. incorrect rates, missing information).                                                                                                                                                                                                                     | All      |
| Timeliness of Media Performance Reports   | <p>95% of ongoing and interim Media Performance Reports supplied to the Customer within the timeframes agreed with the Customer.</p> <p>95% of post-campaign Media Performance Reports supplied to the Customer no later than two months post campaign end or within the timeframe stipulated by the Customer.</p> | A        |
| Application of brand guidelines           | <p>Brand guidelines correctly applied to a minimum of 95% of jobs.</p> <p>For resubmitted jobs, brand guidelines correctly applied to 100% of jobs.</p>                                                                                                                                                            | B        |
| Timely processing of advertising requests | <p>95% of advertising requests processed within the timeframe specified by the Customer.</p> <p>100% of delays communicated and documented.</p>                                                                                                                                                                    | C        |
| Timely delivery of services               | <p>95% of campaigns/projects delivered in accordance with the agreed project schedule (excludes delays outside of the Contractor's control or resulting from the actions of the Customer).</p> <p>100% of variations from the original project schedule are documented and agreed.</p>                             | A, B     |
| Expenditure management                    | <p>100% of campaigns/projects delivered at or below approved budget.</p> <p>100% of variations from original budget are documented and agreed.</p>                                                                                                                                                                 | A, B     |

## Part B – Content Requirement and Respondent's Offer

*Part B should be completed by the Respondent and returned to the Contract Authority or Customer (refer 'submission of offer' requirements of clause 2.1 in the Request Conditions).*

### 1. Note to Respondent

In preparing its Offer, the Respondent must:

- a). address each requirement in the form set out in this Part B;
- a). take into account the Head Agreement Customer Contract requirements, as explained in the Head Agreement Details and Customer Contract Details. The Respondent must read these in conjunction with the General Conditions;
- b). in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples. No detail is to be referenced to any website (refer '(no reference to information on websites)' under clause 2.7 of the Request Conditions);
- c). assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other State Agency; and
- d). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

### 2. Identity of Respondent

**Respondent to complete the 'Identity of Respondent' tab of CUAMCS2025 – Electronic Response Form – Attachment A.**

**NB: The Offer does not require the Respondent's signature.**

### 3. Pre-Qualification Requirements

There are no pre-qualification requirements for this Request.

### 4. Compliance and Disclosure Requirements

The Contract Authority or Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Head Agreement Details, Customer Contract Details and/or General Conditions.

- a). Compliance

- (i) Head Agreement Details
  - (ii) Customer Contract Details
  - (iii) General Conditions / Schedules
- b). Disclosures
- (i) Participants (including subcontractors)
  - (ii) Criminal Convictions
  - (iii) Conflict of Interest
  - (iv) Small Business, Australian Disability Enterprise (ADE), Aboriginal Business and/or ACCO
  - (v) Work Health and Safety
  - (vi) Credit Card/Purchasing Card Payment
  - (vii) Disclosure of Information between State Revenue (RevenueWA) and the Contract Authority
  - (viii) Gender Equality in Procurement

**Note:** In accordance with clause 2.3 of the Request Conditions, the Contract Authority may request information from the Respondent regarding its financial capacity to perform the Head Agreement and Customer Contracts. If requested, any such information must be provided by the Respondent at its own cost.

**Respondent to complete the 'Compliance and Disclosures' tab of CUAMCS2025 – Electronic Response Form – Attachment A.**

## 5. Qualitative Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements.

**Respondent to complete CUAMCS2025 – Qualitative Response Form – Attachment B applicable to the categories offered.**

## 6. Head Agreement and Customer Contract Insurance Requirements

The Respondent must demonstrate that it has the insurances required under Schedule 1.

**Respondent to complete the 'Insurances' tab of CUAMCS2025 – Electronic Response Form – Attachment A.**

## Schedule 3 – Pricing

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

### a) Offered Price and Price Schedule

- (i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.
- (ii) The Respondent must state the basis of its Offered Price in Australian Dollars.
- (iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Head Agreement Details, Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Head Agreement and Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
- (iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.
- (v) The Offered Prices of the successful Respondents will be made available online for viewing by Potential Customers upon Head Agreement commencement. This information will be publicly accessible.
- (vi) Respondents must provide their best and final price.
- (vii) **Alternative Offers:**
  - a. A conforming Offer must be submitted using the prescribed response forms and must respond to the requirements as specified in this Request.
  - b. If desired, a Respondent may also submit an Alternative Offer. Any Alternative Offers must include any supplementary material, together with associated pricing, that demonstrates in detail how the alternative will fully achieve or exceed the functional and performance requirements and deliver value for money.
  - c. The Alternative Offer must be clearly cross-referenced to the relevant sections of Schedule 2 – Statement of Requirements and include justification for any proposed variation, including references to any additional features or benefits.
  - d. Submission of an Alternative Offer without a conforming Offer will not be accepted.
  - e. The Contract Authority may, in its absolute discretion, accept or reject any Alternative Offer.

**Respondent to complete CUAMCS2025 – Price Response Form – Attachment C.**

## Schedule 4 – Not Applicable

This Schedule is not applicable.

## Schedule 5 – Order Form

The below is a template Order Form for Category B services. The Order Form will be amended for Customer use by the Commencement Date of the Head Agreement.

The Contract Authority may amend or replace the Order Form at any point throughout the Term of the Head Agreement.

### Media and Creative Services Common Use Arrangement CUAMCS2025

#### Order Form – Category B Services

This Order Form is in three parts:

- Part A – Quotation (to be completed by the Customer)
- Part B – Response (to be completed by the CUA Contractor)
- Part C – Acceptance (to be completed by the Customer and issued to the successful Contractor)

| PART A – QUOTATION               |                               |  |
|----------------------------------|-------------------------------|--|
| Customer                         |                               |  |
| Quotation or Contract No.        |                               |  |
| Quotation or Contract Title      |                               |  |
| Contact Name                     |                               |  |
| Contact Details                  |                               |  |
| RESPONSE REQUIREMENTS            |                               |  |
| RESPONSE DUE BY                  |                               |  |
| RESPONSE SUBMISSION REQUIREMENTS |                               |  |
| 1                                | CUSTOMER CONTRACT DETAILS     |  |
| (a)                              | TERM OF THE CUSTOMER CONTRACT |  |
| (b)                              | COMMENCEMENT DATE             |  |
| (c)                              | EXTENSIONS                    |  |
| (d)                              | NOTICE OF EXTENSION           |  |
| (e)                              | ADDITIONAL INSURANCES         |  |

## Schedule 5 - Order Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                          |                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (f)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CONFIDENTIAL INFORMATION                 |                                                                                                                                                                                                                                                                                                                                                                      |
| <b>2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>SPECIAL CONDITIONS</b>                |                                                                                                                                                                                                                                                                                                                                                                      |
| (a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | RECIPIENT CREATED TAX INVOICES           | <p>Is a Recipient Created Taxation Invoice required for this engagement?</p> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/></p>                                                                                                                                                                                                                    |
| (b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | SPECIAL CONDITION/S                      |                                                                                                                                                                                                                                                                                                                                                                      |
| <b>3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>PRICING AND PAYMENTS</b>              |                                                                                                                                                                                                                                                                                                                                                                      |
| (a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ALTERNATIVE PRICING MODEL                | <p><i>[The Head Agreement pricing schedule applies as the default pricing model for all services provided under this Order.</i></p> <p><i>If an alternative pricing arrangement (such as a retainer, fixed fee, or deliverable-based model) is required, specify the complete details below. If the Head Agreement pricing is to apply, delete this clause.]</i></p> |
| (b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | PAYMENT METHOD                           |                                                                                                                                                                                                                                                                                                                                                                      |
| (c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | PAYMENT SCHEDULE (IF APPLICABLE)         |                                                                                                                                                                                                                                                                                                                                                                      |
| <b>4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>CONTRACT ADMINISTRATION</b>           |                                                                                                                                                                                                                                                                                                                                                                      |
| (a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CONTRACT MANAGEMENT REQUIREMENTS         |                                                                                                                                                                                                                                                                                                                                                                      |
| (b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | PERFORMANCE MANAGEMENT REQUIREMENTS      |                                                                                                                                                                                                                                                                                                                                                                      |
| <b>5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>STATEMENT OF REQUIREMENTS / BRIEF</b> |                                                                                                                                                                                                                                                                                                                                                                      |
| <p><i>[Use this section to either reference a separate brief or provide a detailed description of the services required under this Customer Contract. The information provided here will form the basis of the Contractor's quotation and response.</i></p> <p><i>Include the following elements where applicable:</i></p> <ul style="list-style-type: none"> <li>- <i>Scope: Clearly define the parameters of the engagement, including any limitations or exclusions.</i></li> <li>- <i>Description: Outline the specific services required, including relevant background, context, or campaign objectives.</i></li> <li>- <i>Service Levels: Specify any expectations regarding responsiveness, quality standards, or performance benchmarks.</i></li> <li>- <i>Deliverables: Detail required outputs, including formats, quantities, and delivery timeframes.</i></li> </ul> |                                          |                                                                                                                                                                                                                                                                                                                                                                      |

- *Additional Information: Include any other relevant details that will assist the Contractor in preparing a tailored and accurate proposal.*

*Where relevant to the objectives of the engagement, Customers may also request suppliers to describe how their proposed approach supports local economic participation and community objectives.]*

|          |                                          |
|----------|------------------------------------------|
| <b>6</b> | <b>QUOTATION EVALUATION REQUIREMENTS</b> |
|----------|------------------------------------------|

*[Ensuring compliance with minimum buying process requirements in the CUA Buying Rules, Customers should use this section to outline how supplier responses will be evaluated. Evaluation may be based on:*

- *Quotation only;*
- *Quotation supported by case studies or examples of previous work; or*
- *Quotation and qualitative assessment (most suitable for longer-term or strategic engagements) or response to a specific campaign brief.*

*Customers should clearly define what the Contractors will be assessed on. These may include, but are not limited to team composition and experience, innovation and value-add elements, proposed methodology.*

*Regardless of the value of the engagement, Customers are encouraged to consider the extent to which the Contractor's proposal supports the achievement of local economic participation and community objectives. Examples may include consideration of:*

- *Use of WA subcontractors or suppliers*
- *Aboriginal businesses or talent engagement*
- *Local employment or training*
- *Community or regional engagement]*

| PART B – CONTRACTOR RESPONSE     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customer                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Quotation or Contract No.        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Quotation or Contract Title      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>CONTRACTOR DETAILS</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Contractor Name:                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Contractor ACN / ABN:            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Contractor Contact Person:       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Contractor Contact Person Phone: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Contractor Contact Person Email: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>1</b>                         | <b>DECLARATION OF INTERESTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (a)                              | <p>The Consultant has identified actual or perceived conflicts of interest:</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Describe the conflicts (if any) and the actions that the Consultant will take to manage the conflict(s):</p>                                                                                                                                                                                                                          |
| <b>2</b>                         | <b>SUBCONTRACTORS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (a)                              | <p>Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, provide details:</p>                                                                                                                                                                                                                  |
| (b)                              | <p>Has the Respondent obtained consent from each of the above-named subcontractor/s permitting the Respondent to receive information from the Customer and the Contract Authority as to whether the subcontractor/s is a suspended supplier within the meaning of the Procurement (Debarment of Suppliers) Regulations 2021, for the purposes of this Customer Contract (if awarded).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If No, provide details:</p> |
| (c)                              | <p>For each subcontractor listed, please indicate the location from which the subcontracted services will be delivered. Where applicable, please identify if the subcontractor has a principal place of business in Western Australia.</p>                                                                                                                                                                                                                                               |

## Schedule 5 - Order Form

|                                                                                                                                            |                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                            | Provide details:                                                                                                                                                                                                   |
| <b>3</b>                                                                                                                                   | <b>CUSTOMER CONTRACT REQUIREMENTS</b>                                                                                                                                                                              |
| (a)                                                                                                                                        | <p>If applicable, does the Contractor agree to the additional insurances outlined in section of Part A?</p> <p>Yes <input type="checkbox"/>      No <input type="checkbox"/>      N/A <input type="checkbox"/></p> |
| <b>4</b>                                                                                                                                   | <b>EVALUATION REQUIREMENTS RESPONSE</b>                                                                                                                                                                            |
|                                                                                                                                            |                                                                                                                                                                                                                    |
| <b>5</b>                                                                                                                                   | <b>PRICING RESPONSE</b>                                                                                                                                                                                            |
| <b>(a) Hourly Rates (exclusive of GST)</b>                                                                                                 |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
| <b>(b) Service Costs / Additional Services (exclusive of GST)</b>                                                                          |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
| <b>(c) Other charges (if applicable) (exclusive of GST)</b>                                                                                |                                                                                                                                                                                                                    |
| <p><i>For example, subcontractor costs and disbursements. Detail each additional cost as a separate line item and provide details.</i></p> |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
|                                                                                                                                            |                                                                                                                                                                                                                    |
| <b>Total (exclusive of GST)</b>                                                                                                            |                                                                                                                                                                                                                    |
| <b>Total (inclusive of GST)</b>                                                                                                            |                                                                                                                                                                                                                    |

## Schedule 5 - Order Form

### (d) Alternative Pricing Model

*[If the Customer has requested an alternative pricing model under Part A, provide a quotation in the format provided by the Customer]*

| <b>PART C – ACCEPTANCE</b>                        |  |
|---------------------------------------------------|--|
| <b>Customer</b>                                   |  |
| <b>Quotation or Contract No.</b>                  |  |
| <b>Quotation or Contract Title</b>                |  |
| <b>Contractor Name:</b>                           |  |
| <b>Contractor ACN / ABN:</b>                      |  |
| <b>CONTRACT DETAILS</b>                           |  |
| Customer's Representative:                        |  |
| Customer's Representative Contact Details:        |  |
| Commence Date:                                    |  |
| <b>ACCOUNTABLE / DELEGATED AUTHORITY APPROVAL</b> |  |
| The Order is issued on behalf of the Customer by: |  |
| Name:                                             |  |
| Position Title:                                   |  |
| Signature:                                        |  |
| Date:                                             |  |

## Schedule 6 – Buying Rules

The Buying Rules set the mandatory status and minimum approach to market requirements for State Agencies procuring CUA Services. Requirements are determined by the total estimated value (GST inclusive) of the procurement and its corresponding monetary threshold.

State Agencies will purchase the Services in accordance with the following Buying Rules:

### 1. Category A – Media Strategy and Trading

Customers may pick and buy from any CUA Contractor.

Category A is mandatory statewide for services of any value, except when:

- buying media placements overseas; and
- for paid search and social media ad placements when purchased directly from social media channels or search engines.

### 2. Category B – Creative Services

Category B is non-mandatory for services of any value.

Customers must comply with the applicable process outlined below when engaging Contractors under this category.

| Monetary Threshold<br>(GST Inclusive)                             | Minimum Buying Process                                                                                                                     |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Services valued below \$250,000                                   | Customers must obtain a written quote from at least one CUA Contractor.                                                                    |
| Services valued at \$250,000 and above, but less than \$1,000,000 | Customers must seek written quotes from at least three Contractors and consider relevant case studies of past work (refer to <b>NB1</b> ). |
| Services valued at \$1,000,000 and above                          | Customers must invite at least three Contractors to quote and participate in a formal qualitative assessment (refer to <b>NB2</b> ).       |

**NB1** – Case studies must be no more than five years old.

**NB2** – A formal qualitative assessment may involve responding to a creative brief, addressing qualitative requirements, and/or presenting strategic or conceptual proposals. This process will be defined by the Customer and communicated to invited Contractors.

### 3. Category C – Non-Campaign Advertising

Use of the CUA Contractor is mandatory statewide for services of any value, except for recruitment advertisements where they are booked directly with an online job platform.

## **Schedule 7 to 15 – Not Applicable**

These Schedules are not applicable.

## **Schedule 16 – Additional Documents**

This Schedule contains the following Appendices:

- Appendix 1 – Historical CUA Expenditure
- Appendix 2 – Annual Media Rate Negotiation Guidelines
- Appendix 3 – Standard Metrics for Media Performance Reports

## Schedule 16 – Additional Documents

### Appendix 1 – Historical CUA Expenditure

#### Campaign – Net Media (GST exclusive)

| Financial Year | Digital              | % Digital | Traditional          | % Traditional | Subtotal             |
|----------------|----------------------|-----------|----------------------|---------------|----------------------|
| 2019           | \$11,895,980         | 34%       | \$23,027,274         | 66%           | \$34,923,254         |
| 2020           | \$10,117,116         | 31%       | \$22,167,606         | 69%           | \$32,284,722         |
| 2021           | \$12,588,775         | 29%       | \$30,830,507         | 71%           | \$43,419,282         |
| 2022           | \$15,665,704         | 32%       | \$33,985,943         | 68%           | \$49,651,647         |
| 2023           | \$28,104,869         | 45%       | \$33,796,604         | 55%           | \$61,901,473         |
| 2024           | \$29,551,911         | 54%       | \$25,415,716         | 46%           | \$54,967,627         |
| 2025           | \$26,138,586         | 48%       | \$28,316,801         | 52%           | \$54,455,387         |
| <b>Total</b>   | <b>\$134,062,941</b> |           | <b>\$197,540,451</b> |               | <b>\$331,603,392</b> |

#### Non-Campaign – Net Media (GST exclusive)

| Financial Year | Recruitment         | % Recruitment | Public Notices     | % Public Notices | Subtotal            |
|----------------|---------------------|---------------|--------------------|------------------|---------------------|
| 2019           | \$1,559,812         | 52%           | \$1,439,779        | 48%              | \$2,999,592         |
| 2020           | \$1,796,950         | 56%           | \$1,385,320        | 44%              | \$3,182,269         |
| 2021           | \$1,796,950         | 62%           | \$1,407,501        | 38%              | \$3,696,065         |
| 2022           | \$2,204,950         | 63%           | \$1,302,578        | 37%              | \$3,507,528         |
| 2023           | \$2,406,066         | 65%           | \$1,292,437        | 35%              | \$3,698,503         |
| 2024           | \$2,500,780*        | 68%           | \$1,151,504        | 32%              | \$3,652,374         |
| 2025           | \$2,593,529*        | 74%           | \$911,240          | 26%              | \$3,504,770         |
| <b>Total</b>   | <b>\$15,350,741</b> |               | <b>\$8,890,359</b> |                  | <b>\$24,241,101</b> |

\* Figures include media that is booked with Seek via the current contractor and media that is booked directly with Seek under the buying rules of CUAMBBP2018.

## Appendix 2 – Annual Media Rate Negotiation Guidelines

A CUA Contractor will be required to negotiate with Media Suppliers on behalf of the Contract Authority on an annual basis to secure favourable baseline Government rates.

The following section provides an outline of the essential components of the process to be followed by Contractors, which may be varied during the term of the Head Agreement at the discretion of the Contract Authority. The final rate negotiation methodology will be documented as agreed with the nominated Contractor.

1. Contractors submit net media expenditure reports to the Contract Authority or its nominated representative within seven days of request.
2. Issues with print media outlets and any concerns about the rates, including those from clients, must be submitted at the same time as item 1 to assist in the rate negotiation process.
3. The Contract Authority and/or its nominated representative will consolidate the expenditure reports from each of the Contractors.
4. The Contractor nominated by the Contract Authority will initiate, coordinate, negotiate, invite and host meetings with the Media Suppliers to submit their media rate proposal for consideration. A representative from the Contract Authority and/or the Department of the Premier and Cabinet (DPC) may participate in or observe the negotiations.
5. The Contractor will provide the Contract Authority and its nominated representative with market trends in relation to media rates and assist with negotiation strategies as required.
6. It is expected that the nominated Contractor will have undertaken the appropriate analysis of all data such as but not limited to, expenditure (current and historical), price comparisons of Media Suppliers existing and proposed media rates, trends, commercial costs (rack rates). Analysis shall also include a summary of benefits for the medium overall and issues that may impact negotiations with a view to positioning the Contract Authority to gain the most beneficial media rate outcomes.
7. Once the negotiations are complete, the nominated Contractor must document the proposed agreements with each Media Supplier, for written endorsement by the Contract Authority and/or its nominated representative.
8. The nominated Contractor must then formalise the endorsed agreements and provide copies to the Contract Authority and/or its nominated representative. In addition, the Contractor must provide an executive overview of the negotiation process and its outcomes, supported by a table showing each Media Suppliers expenditure, the agreed percentage of their annual media rate increase/decrease and the subsequent savings/cost to government when compared to their market rate increases.
9. A consolidated document of the final approved Media Supplier rate cards must be distributed to the Contract Authority, its nominated representative and other Contractors in Category A and C.

## Appendix 3 – Standard Media Measurements for Media Performance Reports

### 1. Traditional Media Metrics

#### a. Television

| Core Metrics                                   | Verification Metrics                 | Audience Metrics                        |
|------------------------------------------------|--------------------------------------|-----------------------------------------|
| Total paid vs total value (incl. bonus/filler) | Nielsen media auditing (if relevant) | Weekly reach and frequency build        |
| Value of bonus and filler                      | Position in break                    | Reach and frequency booked vs delivered |
| Number of spots booked vs delivered            | Prime/fringe ratios delivered        | TARPs booked vs actual                  |
|                                                | Billboard inclusion by network       |                                         |

#### b. Cinema

| Core Metrics                                   | Verification Metrics  | Audience Metrics                          |
|------------------------------------------------|-----------------------|-------------------------------------------|
| Total paid vs total value (incl. bonus/filler) | Number of screens     | Booked audience vs delivered audience     |
|                                                | Film breakdown report | Reach and frequency                       |
|                                                |                       | Market delivery split (Metro vs Regional) |

#### c. Radio

| Core Metrics                                   | Verification Metrics                | Audience Metrics            |
|------------------------------------------------|-------------------------------------|-----------------------------|
| Total paid vs total value (incl. bonus/filler) | Duration                            | Overall reach and frequency |
|                                                | Number of spots booked vs delivered | Breakdown by station        |

#### d. Out of Home

| Core Metrics                                   | Verification Metrics | Audience Metrics                                                                             |
|------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------|
| Total paid vs total value (incl. bonus/filler) | Proof of posting     | Measurement of Outdoor Visibility and Exposure (MOVE) reach and frequency (where applicable) |

#### e. Print/Magazine

| Core Metrics                    | Verification Metrics | Audience Metrics    |
|---------------------------------|----------------------|---------------------|
| Total paid vs total paid actual | Electronic tearsheet | Reach and frequency |

### 2. Digital Media Metrics

#### a. Display – Brand

| Core Metrics | Reporting Dimensions |
|--------------|----------------------|
| Media cost   | Performance by week  |

## Schedule 16 – Additional Documents

|                          |                      |
|--------------------------|----------------------|
| Impressions              | Performance by site  |
| Clicks                   | Creative performance |
| Click-Through Rate (CTR) |                      |
| Reach and frequency      |                      |

### b. Display – Performance

| Core Metrics | Reporting Dimensions |
|--------------|----------------------|
| Media cost   | Performance by week  |
| Impressions  | Performance by site  |
| Clicks       | Creative performance |
| CTR          |                      |
| Conversions  |                      |

### c. Video

| Core Metrics    | Reporting Dimensions |
|-----------------|----------------------|
| Media cost      | Performance by week  |
| Impressions     | Performance by site  |
| Clicks          | Creative performance |
| CTR             |                      |
| Completed views |                      |

### d. Social

| Core Metrics   | Engagement Metrics | Reporting Dimensions |
|----------------|--------------------|----------------------|
| Media cost     | Social page likes  | Performance by week  |
| Impressions    | Social post likes  | Creative performance |
| Website clicks | Post comments      |                      |
| CTR            | Post shares        |                      |
|                | Video views        |                      |

### e. Search (Adwords)

| Core Metrics         | Engagement Metrics         | Reporting Dimensions            |
|----------------------|----------------------------|---------------------------------|
| Spend                | Conversions                | Performance by day, week, month |
| Impressions          | Cost Per Acquisition (CPA) | Performance by creative         |
| Clicks               | Return on Ad Spend (ROAS)  | Performance by site             |
| CTR                  | Conversion rate            |                                 |
| Cost Per Click (CPC) |                            |                                 |
| Impression share     |                            |                                 |
| Average position     |                            |                                 |

### **3. Cross Channel Analysis**

Contractors will provide consolidated reporting that enables:

- Channel comparison on common metrics (reach, frequency, engagement).
- Cost efficiency analysis across all channels.
- Unified view of campaign performance against KPIs.
- Integration of traditional and digital performance data.

## Schedule 17 – Not Applicable

This Schedule is not applicable.

## Schedule 18 – Not Applicable

This Schedule is not applicable.