



TO: **Minister for Innovation and Tourism Industry Development and
 Minister for the Commonwealth Games**

TITLE Queensland Chief Entrepreneur term extension
ACTION REQUIRED For approval
PRIORITY Routine
CRITICAL DATE N/A


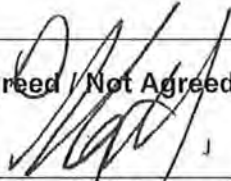
EXPLANATION OF CRITICAL DATE AND ROLE OF SIGNATORY

N/A

RECOMMENDATIONS

That you:

- a. **Approve** the extension of Ms Leanne Kemp as Queensland Chief Entrepreneur to 31 December 2020.
- b. **Sign** the letter to the Honourable Annastacia Palaszczuk MP, Premier and Minister for Trade, informing her of Ms Kemp's extension (**Attachment 3**).

<p>Agreed / Not Agreed</p>  <p>Matthew Julsum Chief of Staff Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games Date: / /</p>	<p>Agreed / Not Agreed</p>  <p>The Honourable Kate Jones MP Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games Member for Cooper Date: 30/4/19.</p>
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MINISTER'S COMMENTS

KEY ISSUES

1. The Office of the Queensland Chief Entrepreneur (OQCE) was established in 2015–16 and is led by the Queensland Chief Entrepreneur who plays a vital role in building and promoting the importance and contribution of entrepreneurship and investment in Queensland.
2. On 11 September 2018, you approved the appointment of Ms Leanne Kemp, founder and Chief Executive Officer of Everledger, as Queensland Chief Entrepreneur (**Attachment 1**). Prior to this approval, a process short listing candidates was undertaken by a selection panel along with a due diligence process.
3. The Queensland Chief Entrepreneur is appointed on a rotational basis with Ms Kemp's appointment secured for one year through a Volunteer Deed of Agreement signed by Mr Damien Walker, Director-General, Department of Innovation, Tourism Industry Development and the Commonwealth Games (DITID) (**Attachment 2**). The agreement expires on 31 December 2019.
4. In January 2019, Ms Kemp was the only Australian representative at the World Economic Forum held in Davos, Switzerland. She has a strong global presence and is keen to use her networks and knowledge to grow the Queensland innovation ecosystem as well as drive innovation in Government. Ms Kemp will be assisting DITID to deliver the new Advance Queensland Building a Future Economy strategy.
5. For Ms Kemp to deliver on her planned strategy to better connect the Queensland ecosystem globally, it is proposed her tenure as Queensland Chief Entrepreneur be extended from a one-year term to a two-year term, concluding on 31 December 2020. The specific aims cited by Ms Kemp during this additional tenure are to:
 - recalibrate the role of the Queensland Chief Entrepreneur to more intentionally support and offer counsel to the Queensland Government whilst aligning OQCE with the Advance Queensland Building our Innovation Economy strategy
 - encourage and foster an increase in the deliberate intentions from corporate businesses to engage with startups in regional Queensland
 - stimulate and develop greater cross-departmental, joined-up innovation projects within Queensland Government, working with DITID's Innovation in Government team and agencies such as Trade and Investment Queensland
 - identify four key market scale-up countries where OQCE can develop more robust and efficient global pathways as a foundation for the next Queensland Chief Entrepreneur
 - ensure startups are educated sufficiently in relation to future industries and the importance of environment and social initiatives
 - work with DITID to develop a richer innovation ecosystem database including startup location mapping, expansions and contract wins
 - ensure the startup ecosystem is more robust and self-sufficient, with access to a greater number of industry partners and collaborators, reducing reliance on government funding.
6. Ms Kemp would serve the extended tenure period under the same arrangements, without remuneration, as agreed under her original appointment through a Volunteer Deed of Agreement.
7. Operational aspects of this extension were discussed with Ms Brooke Carroll, Management Accountant, Innovation Division, DITID and Mr Craig O'Kane, Operations Director, OQCE, DITID.

8. Upon your approval of this extension, the Deed of Variation will be signed by Ms Kemp and Mr Walker, Director-General, DITID.
9. A letter informing the Premier and Minister for Trade of this extension is provided at **Attachment 3** for your signature.

SENSITIVITY

10. N/A

CONSULTATION – INTERNAL STAKEHOLDERS

11. Ms Paige Heather, Acting Director, People and Engagement, Office of the Director-General, DITID.
12. Mr Drew Koppe, Principal Lawyer, In House Legal, Department of Natural Resources, Mines and Energy, advising DITID has been consulted. Access refused under section 47(3)(a) of the RTI Act (Information subject to legal professional privilege)

CONSULTATION – EXTERNAL STAKEHOLDERS

13. N/A

EMPLOYMENT OPPORTUNITIES

14. N/A

RESOURCE IMPLICATIONS

15. Funding is available within the OQCE budget and any associated costs Ms Kemp may have in relation to this position will be drawn from this budget.
16. Ms Kemp has not sought remuneration.

COMMUNICATIONS STRATEGY

17. There is an opportunity to announce Ms Kemp's extension upon finalisation of contractual arrangements.
18. Any media opportunities will be progressed via the DITID Communications team.

PREVIOUS BRIEF REF

19. CTS 25677/18 – Appointment of Queensland Chief Entrepreneur.

ATTACHMENTS

- Attachment 1 – CTS 25677/18—Ministerial briefing note approving the original appointment of Ms Kemp as Queensland Chief Entrepreneur
- Attachment 2 – Volunteer Deed of Agreement for the period 2018–2019
- Attachment 3 – Letter to the Premier and Minister for Trade

Business Group:	Innovation Division		Office of the Director-General
Endorsed:	Author	EMG member	Director-General
Name:	Sandra McLean	Nicolle Kelly	Damien Walker
Position:	A/Executive Director, Governance and Strategy	A/Deputy Director-General, Innovation	Director-General
Telephone:	3565 9252	3565 9240	3333 5120
Date:	04/04/2019	08/04/2019	08/04/2019



**TO: Minister for Innovation and Tourism Industry Development and
 Minister for the Commonwealth Games**

TITLE	Queensland Chief Entrepreneur October 2018–19
ACTION REQUIRED	For approval
PRIORITY	Urgent
CRITICAL DATE	7 September 2018

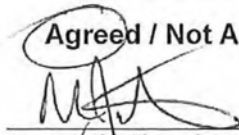
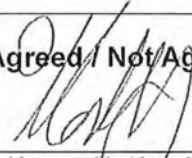
EXPLANATION OF CRITICAL DATE AND ROLE OF SIGNATORY

Brief must be considered by 7 September 2018 to allow negotiation of contract with preferred candidate as the current Chief Entrepreneur's term expires in October 2018.

RECOMMENDATIONS

That you:

- a. **Note** the shortlisted candidates for the next Queensland Chief Entrepreneur term (**Attachment 5**).
- b. **Approve** a preferred candidate for the role. Ms Leanne Kemp or Access refused under (resumes are at **Attachments 3** and **4**).
- c. **Note** representatives from the Department of Innovation, Tourism Industry Development and the Commonwealth Games (DITID) will commence negotiations with the preferred candidate to finalise a contract prior to 31 October 2018.

<p>Agreed / Not Agreed</p>  <p>Matthew Jutsum Chief of Staff Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games Date: 10/9/2018</p>	<p>Agreed / Not Agreed</p>  <p>The Honourable Kate Jones MP Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games Member for Cooper Date: 10/9/2018</p>
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MINISTER'S COMMENTS



KEY ISSUES

1. The Office of the Queensland Chief Entrepreneur (OQCE) was established in 2015–16 and is funded by the Queensland Government operating under a Terms of Reference **(Attachment 1)**.
2. The OQCE is led by the Queensland Chief Entrepreneur and is an Australian first. It plays a vital role in building and promoting the importance and contribution of entrepreneurship and investment in Queensland.
3. The Queensland Chief Entrepreneur is engaged on a rotational basis under a professional services contract arrangement approved by the Public Service Commission in 2016.
4. Mr Steve Baxter is the current Queensland Chief Entrepreneur and has a term that expires in October 2018.
5. The Honourable Kate Jones MP, Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games approved the formation of a panel of industry and government representatives to shortlist potential candidates **(Attachment 2)**.
6. Three candidates were shortlisted by the selection panel in order of preference below **(Attachment 5)**:
 - Ms Leanne Kemp, Founder and Chief Executive Officer, Everledger, a leading emerging technology enterprise that tracks the provenance of high-value assets on a global digital ledger in an authenticated immutable manner
 - Access refused under section 47(3)(b) of the RTI Act
 - [REDACTED]
 - [REDACTED]
7. Access refused has withdrawn her name from consideration due to time pressures.
8. A decision is sought on the preferred recommended candidate.
9. Experience suggests a personal meeting with a preferred candidate to discuss expectations is highly desirable.
10. DITID requested the State Library of Queensland undertake due diligence searches on all three shortlisted candidates **(Attachments 6 to 12)**.
11. Key findings from the Due Diligence Reports are:
 - Ms Kemp had a listing on the National Personal Insolvency Index but the attempt to bankrupt her was dismissed in 2004 **(Attachment 6)**
 - Access refused under section 47(3)(b) of the RTI Act**(Attachment 7)**.

SENSITIVITY

12. N/A

CONSULTATION – INTERNAL STAKEHOLDERS

13. N/A

CONSULTATION – EXTERNAL STAKEHOLDERS

14. The industry representatives on the selection panel are:

- Ms Monica Bradley, Director, Purposeful Capital, and Advance Queensland Expert Panel Member
- Mr Wayne Gerard, Founder and Chief Executive Officer, RedEye, and Advance Queensland Expert Panel Member
- Mr Brian Ruddle, Chief Executive, Impact Innovation Group.

15. Mr Baxter was consulted and supports the above names as worthy of consideration for the role.

EMPLOYMENT OPPORTUNITIES

16. N/A

RESOURCE IMPLICATIONS

17. Funding is available within the OQCE and any remuneration for the Queensland Chief Entrepreneur is drawn from this budget.

18. Irrelevant information deleted under section 73 of the RTI Act

19. Irrelevant information deleted under section 73 of the RTI Act

Irrelevant information deleted under section 73 of the RTI Act

COMMUNICATIONS STRATEGY

20. There is an opportunity to announce the appointment of the next Queensland Chief Entrepreneur upon finalisation of contractual arrangements.

21. Media and event opportunities will be determined and progressed via the Innovation Communications business unit, Innovation Division, DITID.

PREVIOUS BRIEF REF/S

22. Appointment of the next Queensland Chief Entrepreneur (**Attachment 2**).

ATTACHMENTS

Attachment 1 – Terms of reference for the OQCE

Attachment 2 – Briefing note approving process to shortlist potential candidates (CTS 11801/18)

Attachment 3 – Resume Kemp

Attachment 4 – Resume Access re

Attachment 5 – Shortlisted candidates BIODs

Attachment 6 – Kemp National Personal Insolvency Index

Attachment 7 – Access refused un

Attachment 8 – Access National Personal Insolvency Index

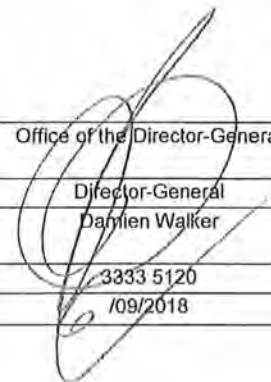
Attachment 9 – Access ASIC

Attachment 10 – Kemp ASIC

Attachment 11 – Access National Personal Insolvency Index

Attachment 12 – Access ASIC

Business Group	Innovation Division		Office of the Director-General
Endorsed:	Author	EMG member	Director-General
Name:	Tamara Scharneck	Paul Martyn	Danien Walker
Position:	Principal Advisor	Deputy Director-General	
Telephone:	3565 9235	3565 9240	3333 5120
Date:	03/09/2018	03/09/2018	/09/2018



ATTACHMENT 1

Terms of Reference Queensland Chief Entrepreneur

Office of the Queensland Chief Entrepreneur

The Office of the Queensland Chief Entrepreneur is a temporary initiative funded through the Advance Queensland Startup Queensland Program.

The Office is located in The Precinct, Fortitude Valley, Brisbane.

Responsibilities of the Queensland Chief Entrepreneur

The overarching responsibilities of the position are:

- act as Queensland's startup ambassador working with local, national and international entrepreneur communities to foster growth of Queensland's startup ecosystems
- identify and profile opportunities for Queensland startups in domestic and international markets
- provide advice to the Queensland Government on policies that may help to increase entrepreneurship and provide a better environment for businesses and startups to thrive
- promote Queensland as an attractive destination for startups and entrepreneurs, and support inbound and outbound missions and delegations as agreed
- use startup ecosystem standing and influence to attract high profile talent
- work to coordinate and harness the strengths of different players in the startup ecosystem to better promote entrepreneurship, and support the formation and growth of innovative businesses
- run and participate in startup related events and industry activities at The Precinct and across regional Queensland
- report on the achievements and advancements in the startup ecosystem and startup community to the Minister for Innovation, Science and the Digital Economy and Minister for Small Business
- uphold independence in decision making and recommendations for policy change or government investment in the startup ecosystem
- agree with the Minister on an approach and protocols for engagement with the media while discharging the duties of the Queensland Chief Entrepreneur
- formalise with the Minister, in writing, expectations of the Queensland Chief Entrepreneur's role and how those expectations will be delivered
- declare conflicts of interest that may be perceived to influence decisions while executing the requirements of the role.



**TO: Minister for Innovation and Tourism Industry Development and
Minister for the Commonwealth Games**

TITLE	Process to identify candidates for the next Queensland Chief Entrepreneur
ACTION REQUIRED	For decision
PRIORITY	Routine
CRITICAL DATE	Routine


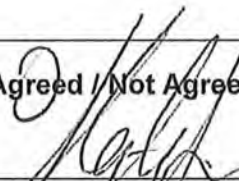
EXPLANATION OF CRITICAL DATE AND ROLE OF SIGNATORY

N/A

RECOMMENDATIONS

That you:

- a. **Approve** the proposed process to select and engage the next term's Queensland Chief Entrepreneur.

<p>Agreed / Not Agreed</p>  <hr style="width: 80%; margin: auto;"/> <p>Matthew Jutsum Chief of Staff Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games Date: / /</p>	<p>Agreed / Not Agreed</p>  <hr style="width: 80%; margin: auto;"/> <p>The Honourable Kate Jones MP Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games Member for Cooper Date: 2 / 17 / 2018</p>
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MINISTER'S COMMENTS

Do we have \$
 pay deloitte??
 Can't we do it house

KEY ISSUES

1. The Office of the Queensland Chief Entrepreneur (OQCE) was established in 2015/16 and funded by the Queensland Government operating under a Terms of Reference **(Attachment 1)**.
2. The OQCE is led by the Queensland Chief Entrepreneur and is an Australian first. It plays a vital role in building and promoting the importance and contribution of entrepreneurship and investment in Queensland.
3. The Queensland Chief Entrepreneur is engaged on a rotational basis under a professional services contract arrangement. This arrangement was approved by the Public Service Commission (PSC) in 2016.
4. In 2016, departmental representatives consulted with the PSC on an appropriate process of engagement for the Queensland Chief Entrepreneur. It is proposed to employ the same process for this appointment:
 - Compile a broad pool of potential applicants
 - Establish a panel of industry and government representatives to shortlist potential candidates
 - Submit a shortlist to the Honourable Kate Jones MP, Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games for consideration and approval of a preferred candidate
 - Invite preferred candidate to fill the role.
5. The proposed selection panel members are:
 - Access refused under section 47(3)(b) of the RTI Act
 - Access refused under section
 - Ms Monica Bradley, Director, Purposeful Capital and Advance Queensland Expert Panel Member
 - Mr Wayne Gerard, Founder and Chief Executive Officer, RedEye and Advance Queensland Expert Panel Member
 - Mr Paul Martyn, Deputy Director-General, Innovation, Department of Innovation, Tourism Industry Development and the Commonwealth Games (DITID) (Chair).
6. The panel will consult on potential candidates, including with the current Queensland Chief Entrepreneur. Mr Steve Baxter's agreed one-year term in office ends in October 2018.
7. A strong emphasis will be placed on including the names of qualified female candidates for the Minister's consideration.
8. Deloitte is conducting an analysis of options for the future governance of the Office of the Queensland Chief Entrepreneur. This analysis, which is due to be completed by the end of May 2018, will inform consideration of how best to structure the OQCE in the future.
9. DITID recommends that a set of agreed expectations are reached with the preferred candidate prior to the person's appointment.

SENSITIVITY

10. N/A

CONSULTATION – INTERNAL STAKEHOLDERS

11. N/A

Brian Delella

CONSULTATION – EXTERNAL STAKEHOLDERS

- 12. The establishment of the OQCE was developed through consultation with industry stakeholders.
- 13. The PSC was consulted regarding the engagement process in 2016.

EMPLOYMENT OPPORTUNITIES

- 14. N/A

RESOURCE IMPLICATIONS

- 15. Funding certainty over the forward estimates for the OQCE was provided as part of the Government’s election commitments.
- 16. Development of a budget strategy and priorities would be an important part of any future governance model.

COMMUNICATIONS STRATEGY

- 17. There is an opportunity to announce the appointment of the next Queensland Chief Entrepreneur on the completion of contractual arrangements.
- 18. Media and event opportunities will be considered by the Communications and Engagement Unit, Innovation Division, DITID.

PREVIOUS BRIEF REF/S

- 19. N/A

ATTACHMENTS

Attachment 1 – Terms of Reference – Queensland Chief Entrepreneur

Business Group	Innovation		Office of the Director-General
Endorsed:	Author	EMG member	Director-General
Name:	Tamara Scharneck	Paul Marlyn	Damien Walker
Position:	Principal Advisor	Deputy Director-General	
Telephone:	33719 7844	33719 7849	3333 5120
Date:	30/04/2018	30/04/2018	4 /05/2018

Terms of Reference

Queensland Chief Entrepreneur

Office of the Queensland Chief Entrepreneur

The Office of the Queensland Chief Entrepreneur is a temporary initiative funded through the Advance Queensland Startup Queensland Program.

The Office is located in The Precinct, Fortitude Valley, Brisbane.

Responsibilities of the Queensland Chief Entrepreneur

The overarching responsibilities of the position are:

- act as Queensland's startup ambassador working with local, national and international entrepreneur communities to foster growth of Queensland's startup ecosystems
- identify and profile opportunities for Queensland startups in domestic and international markets
- provide advice to the Queensland Government on policies that may help to increase entrepreneurship and provide a better environment for businesses and startups to thrive
- promote Queensland as an attractive destination for startups and entrepreneurs, and support inbound and outbound missions and delegations as agreed
- use startup ecosystem standing and influence to attract high profile talent
- work to coordinate and harness the strengths of different players in the startup ecosystem to better promote entrepreneurship, and support the formation and growth of innovative businesses
- run and participate in startup related events and industry activities at The Precinct and across regional Queensland
- report on the achievements and advancements in the startup ecosystem and startup community to the Minister for Innovation, Science and the Digital Economy and Minister for Small Business
- uphold independence in decision making and recommendations for policy change or government investment in the startup ecosystem
- agree with the Minister on an approach and protocols for engagement with the media while discharging the duties of the Queensland Chief Entrepreneur
- formalise with the Minister, in writing, expectations of the Queensland Chief Entrepreneur's role and how those expectations will be delivered
- declare conflicts of interest that may be perceived to influence decisions while executing the requirements of the role.

LEANNE KEMP

Access refused under section 55(1)(b)

With extensive experience in emerging technology, business, jewellery and insurance, Leanne is pushing boundaries with Everledger, addressing real-world challenges through driving transparency and trust along global supply chains using emerging technology. Having a rich history in innovation, Leanne previously founded three Australian startups and has over 20 years of experience as a serial entrepreneur.

PROFESSIONAL EXPERIENCE

Everledger, April 2015 - Present

Founder & CEO

Phenix Jewellery, September 2007 - June 2016

Director of International Strategy, Marketing & Operations

Absoft Holdings Pty. Ltd, January 1996 - December 2014

Founder & Managing Director

*** The Great Australian Survey, Oct 2004 – Dec 2011**

Co-Founder and Technology

*** Fastcards Pty Ltd Trading as Multicard, Mar 2003 – Jul 2011**

Co-Founder and Key Technical Person

Absoft Queensland Pty. Ltd.

Founder & Managing Director, Sep 1996 – Dec 2003

BOARD MEMBERSHIPS

ESCI Blockchain in Supply Chain, September 2018 - Present

Thought Leadership Board Member

IBM Blockchain Platform Board of Advisors, May 2018 - Present

Board Member

World Trade Symposium, February 2017 - Present

Board Member

EDUCATION & QUALIFICATIONS

Harvard Business School Executive Education

2017 - 2018

Leadership Program

Computer Software and Media Applications

Chartered Institute of Loss Adjusters (London)

2014 - 2016

Certificate of Loss Adjusters

Gemological Institute of America - New York

2014 - 2015

Accredited Jewellery Consultant - Diamond Essentials

Pages 15 through 17 redacted for the following reasons:

Access refused under section 47(3)(b) of the RTI Act



Leanne Kemp

Founder & CEO at Everledger

Access refused under section 47(3)(b)

Access refused under section 47(3)(b)

Leanne Kemp is the Founder & CEO of Everledger, a leading emerging technology enterprise that tracks the provenance of high-value assets on a global digital ledger in an authenticated immutable manner.

Using her extensive background in emerging technology, business, jewellery and insurance, Leanne is pushing boundaries with Everledger in building a global verification system that asserts transparency along the entire supply chain process. This enables the tracking and protection of high-value assets, consequently mitigating risk and fraud in global marketplaces.

Her leadership role in technology has been recognised, winning awards including Innovator of the Year 2018 at the Women in IT Awards (London) as well as being named in UK Business Insider's 26 Coolest Women in UK Tech 2016 and Brummell Magazine's Top 30 Female Innovators 2016 in Brummell Magazine. She has also been named an IBM Champion for 2018.

Leanne is an appointed member of the World Economic Forum's Blockchain Council and a Co-Chair for the World Trade Board's Sustainable Trade Action Group. She is also on the IBM Blockchain Platform Board of Advisors.

Pages 19 through 77 redacted for the following reasons:

Access refused under section 47(3)(b) of the RTI Act

Access refused under section 47(3)(f) of the RTI Act (Other access available)



Volunteer Deed

Between State of Queensland acting through the Department of Innovation, Tourism Industry Development and the Commonwealth Games ABN 83 481 966 722

(Department)

Ms Leanne Kemp

(Volunteer)

Background

- A. The Volunteer is an individual who has agreed to carry out the Volunteer Work without payment for the Department, and reporting to the Department, the Report Officer or other authorised Representative of the Department.
- B. The parties wish to record the terms and conditions of their agreement in this deed, which consists of:
 - (a) this cover page and the signing page;
 - (b) Schedule 1 – Deed details;
 - (c) Schedule 2 – Terms and conditions; and
 - (d) Schedule 3 – Role Description.
- C. Capitalised words and phrases have the meanings specified in clause 17 of Schedule 2.



Volunteer Deed

Schedule 1 – Deed details

Item 1 Party details

Department:

Party Name: State of Queensland acting through the Department of Innovation, Tourism Industry Development and the Commonwealth Games

ABN: 83 481 966 722

Street Address: Level 37, 1 William Street, Brisbane Qld 4000

Report Officer: Damien Walker, Director-General

Report Officer Postal Address: PO Box 15168, City East, Qld 4002

Report Officer Telephone: 07 3333 5123

Report Officer Facsimile: n/a

Report Officer Email (not to be used for giving notices under clause 13): Damien.walker@ditid.qld.gov.au

Volunteer:

Party Name: Ms Leanne Kemp

ABN/ACN: -

Street Address:

Postal Address:

Telephone:

Facsimile:

Email (not to be used for giving notices under clause 13):

Access refused under section 47(3)(b) of the RTI

Item 2 Term: (clause 17.1)

Commencement Date: 22 October 2018

Expiry Date: 31 December 2019

Item 3 Volunteer Work: (clauses 3.1 and 17.1)

Role of Queensland Chief Entrepreneur as specified in Schedule 3

- Set strategy to promote entrepreneurship, support improved startup and SME formation and growth, and improve access to finance for businesses with high growth potential in Queensland
- Work to better coordinate activity and harness the strengths of different players in the startup ecosystem to support the formation and growth of innovative businesses
- Act as an ambassador for the Queensland's entrepreneurial community

- Identify and profile opportunities for Queensland startups and SMEs in domestic and international markets
- Provide advice to the Queensland Government on policies that could help to increase entrepreneurship and innovation, and provide a better environment for businesses and startups to thrive
- Promote Queensland as an attractive destination for startups and entrepreneurs, and support investment into Queensland by engaging with inbound missions and delegations
- Support the Visiting Entrepreneurs Program and use influence to attract high profile entrepreneurial and investment talent
- Participate in key innovation, entrepreneurial and startup related events at the Precinct and across Regional Queensland
- Report on achievements to the Minister for Innovation and Tourism Industry Development and Minister for the Commonwealth Games
- Uphold independence in decision making and recommendations for policy change of government investment in the startup ecosystem
- Agree with the Minister an approach and protocols for engagement with the media while discharging duties of the Chief Entrepreneur
- Declare any real or perceived conflicts of interest that may be perceived to influence decisions while executing the requirements of the role.

Item 4 Premises: (clauses 3.1, 5 and 17.1)

Premises: The Precinct, Level 2, TC Beirne Building, 315 Brunswick Street, Fortitude Valley

Fee to be paid by the Volunteer: Nil

Item 5 Training: (clauses 3.7 and 17.1)

Induction and governance training within 60 days of Commencement Date

Item 6 Other documents: (clause 3.2)

Queensland Public Service Code of Conduct;
Relevant departmental policies and procedures

Item 7 Out-of-Pocket Expenses: (clause 3.3)

The Department provides dedicated staff and an annual budget to support your work as the Chief Entrepreneur. Any agreed additional out-of-pocket expenses will be reimbursed.

Item 8 Special Conditions: (clauses 2 and 17.1)

Nil

IMPORTANT: Special Conditions take precedence over the terms of this deed. Legal advice should be sought on any Special Conditions that are inconsistent with the terms of the deed or which are significant (e.g. involve intellectual property, warranties, indemnities or liability). If no Special Conditions insert "NIL".

Item 9 Conflicts of Interest (clause 10(h))

As specified in the Declaration of Interests form completed and signed by the Volunteer.



Volunteer Deed

Schedule 2 – Terms and conditions

1. Precedence

Where any inconsistency exists between:

- (a) the Special Conditions;
- (b) this Schedule 2;
- (c) Schedule 1 (except the Special Conditions); or
- (d) any other schedules or annexures of this deed,

the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

2. Special Conditions

The parties agree to be bound by any Special Conditions.

3. Obligations of the Department and Volunteer

3.1 Volunteer Work

The Volunteer will carry out the Volunteer Work at the Premises during the Term.

3.2 Volunteer to comply with deed

The Volunteer must:

- (a) carry out the Volunteer Work, reporting periodically to the Department, the Report Officer or other authorised Representative of the Department;
- (b) take all steps, execute all documents and do everything reasonably required by the Department to allow the Volunteer to carry out the Volunteer Work and give effect to this deed; and
- (c) comply with:
 - (i) the terms of this deed;
 - (ii) all training, security and other requirements of the Department, including the provisions of any documents specified in Item 6 of Schedule 1; and
 - (iii) all relevant legislation, rules and regulations.

3.3 Volunteer responsible for costs

Subject to the out-of-pocket expenses listed in Item 7 of Schedule 1 (if any) that the Department agrees to reimburse to the Volunteer, the Volunteer is responsible for all costs incurred by the Volunteer during the Term, including living and travel costs, if applicable, in relation to the Volunteer's provision of and participation in the Volunteer Work.

3.4 Volunteer to provide reports

The Volunteer must provide the Department with written reports on the progress of the Volunteer Work in the form and at the times reasonably directed by the Department.

3.5 Insurance

- (a) On written request by the Department, the Volunteer will effect and maintain appropriate and sufficient worker's compensation insurance or equivalent insurance from an insurer registered to operate in Australia by the Australian Prudential Regulation Authority for the Term.

- (b) Upon the Department's request the Volunteer must promptly produce evidence to the Department's satisfaction that the insurances where required under clause 3.5(a) have been effected and maintained.
- (c) The Department may terminate this deed if the Volunteer fails to effect and maintain the insurance required by clause 3.5(a).

3.6 Visa requirements

- (a) If the Volunteer is not a permanent resident or citizen of Australia, the Volunteer is responsible, at its own expense, for obtaining the visa necessary to allow the Volunteer to carry out the Volunteer Work prior to the Commencement Date.
- (b) The Volunteer must provide a copy of this visa to the Department on or before the Commencement Date.
- (c) If requested by the Volunteer, the Department will provide a letter of invitation to the Volunteer to support his/her visa application.

3.7 Department responsibility for Training

The Department will provide the Volunteer with the Training.

4. Acknowledgements

The Volunteer acknowledges that:

- (a) the Volunteer is not employed by the Department;
- (b) the Volunteer is not entitled to any payment for the Volunteer Work; and
- (c) the Department is not obliged to offer any paid employment or other remuneration or consideration to the Volunteer during the Term or after the termination of this deed.

5. Access to Premises and conduct

- (a) The Department will give the Volunteer reasonable access to the Premises during normal working hours and provide adequate working space, materials and such other facilities reasonably necessary for the Volunteer to undertake the Volunteer Work.
- (b) The Volunteer will pay the Department the fee (if any) specified in Item 4 of Schedule 1 for access to the Premises and provision of facilities under clause 5(a).
- (c) The Department may deny the Volunteer access to the Premises at its sole discretion and without reason.

6. Intellectual Property

- (a) This deed does not affect ownership of Background IP.
- (b) The Volunteer grants to the Department a non-exclusive, royalty-free and irrevocable licence to use the Volunteer's Background IP solely for the purposes of the Volunteer Work and using the Volunteer Work Results.
- (c) The Department grants to the Volunteer a non-exclusive, royalty-free and irrevocable licence to use the Department's Background IP solely for the purposes of undertaking the Volunteer Work and to use and disclose the Volunteer Work Results in accordance with clause 7.
- (d) The parties acknowledge that in undertaking the Volunteer Work, a party may contribute Background IP which includes IP Rights which that party has licensed from third parties.
- (e) In consideration of the Department consenting to the Volunteer carrying out the Volunteer Work at the Premises, the Volunteer:
 - (i) acknowledges and agrees that all rights including IP Rights in and relating to the Volunteer Work Results (Project IP) will vest upon their creation in the Department;
 - (ii) irrevocably consents to the Department exercising the Project IP in a manner that would otherwise infringe the Volunteer's Moral Rights; and

- (iii) to the extent permitted by law, waives his/her rights to bring a claim against the Department for infringement of the Volunteer's Moral Rights.

7. Publications

- (a) Where the Volunteer wishes to disclose or publish information which uses or contains, any document or information (excluding the Volunteer's Background IP) related to the Volunteer Work Results or any Confidential Information, the Volunteer must seek the Department's prior written consent to do so and must provide a copy of the proposed Publication to the Department at least 45 days before the date of the proposed Publication.
- (b) Within 30 days of receipt by the Department of the proposed Publication under clause 7(a), the Department must either:
 - (i) provide written consent to the proposed Publication; or
 - (ii) request that the Volunteer delay or amend the proposed Publication as is reasonable in the circumstances and in any event no longer than six months from the date the Volunteer provided a copy of the proposed Publication to the Department under clause 7(a).
- (c) The Volunteer warrants that he/she has:
 - (i) observed the Moral Rights of any individuals in the Volunteer Work Results, including as at the time of supply of the Volunteer Work Results to the Department; and
 - (ii) obtained all the consents, permissions and assignments required to enable the Department to exercise in full, without cost or impediment to the Department, the rights granted under this clause 7.

8. Confidentiality

8.1 Confidential Information

Subject to clause 8.2, a party must not:

- (a) disclose Confidential Information to a third party; or
- (b) use Confidential Information other than for the purposes of performing this deed.

8.2 Exceptions

A party may disclose Confidential Information:

- (a) with the other party's prior written consent;
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) solely in order to comply with its obligations, or to exercise its rights, under this deed;
- (e) to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange);
- (f) to the extent necessary to enforce its rights or defend a claim or action under this deed; or
- (g) where that party is the Department:
 - (i) to the responsible Minister administering the Department and their personal and departmental advisers;
 - (ii) in response to a request by the Parliament or a Committee of the Parliament of the State of Queensland; or
 - (iii) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

8.3 Breach of confidentiality

If a party becomes aware of a suspected or actual breach of this clause, the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.

8.4 Return of Confidential Information

A Recipient will return or destroy (at the Discloser's discretion) material containing Confidential Information of the Discloser when it is no longer required by the Recipient or when otherwise directed by the Discloser.

9. Privacy and Personal Information

- (a) This clause 9 applies where this deed amounts to a "service arrangement" under the Information Privacy Act 2009 (Qld).
- (b) For the purpose of this clause 9, **Personal Information** has the meaning given in the Information Privacy Act 2009 (Qld).
- (c) If the Volunteer collects or has access to Personal Information in order to undertake the Volunteer Work, the Volunteer must:
 - (i) comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) in relation to the discharge of its obligations under this deed, as if the Volunteer was the Department;
 - (ii) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (iii) not use Personal Information other than for the purposes of undertaking the Volunteer Work, unless required or authorised by law;
 - (iv) not disclose Personal Information without the consent of the Department, unless required or authorised by law;
 - (v) not transfer Personal Information outside of Australia without the consent of the Department;
 - (vi) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
 - (vii) comply with such other privacy and security measures as the Department reasonably advises the Volunteer in writing from time to time.
- (d) The Volunteer must immediately notify the Department on becoming aware of any breach of clause 9(c).

10. Warranty

The Volunteer warrants and represents to the Department that:

- (a) the Volunteer has the power, authority and ability, and has obtained all necessary consents to enter into this deed and perform its obligations under this deed;
- (b) the Volunteer is appropriately skilled and qualified to perform the tasks to be undertaken under this deed;
- (c) the Volunteer will discharge its obligations under this deed with all due skill, care and diligence and in accordance with the Department's established internal procedures and directions, including those listed in Item 6 of Schedule 1;
- (d) where the use of any of the Volunteer's Background IP requires a licence from a third party, such licence has been obtained;
- (e) except for this deed and any licence required under clause 10(d), the Volunteer has not entered into any deed, contract, arrangement or understanding with any person dealing in any way with the Volunteer's Background IP or the Confidential Information in a manner inconsistent with the rights and obligations under this deed;

- (f) the Volunteer is not subject to any obligation of confidence to any person (other than the Department) in relation to the Volunteer's Background IP and the Confidential Information; and
- (g) the Volunteer has had the opportunity to obtain independent legal advice prior to entering into this deed.
- (h) the Volunteer does not hold any office or possess any property, is not engaged in any business or activity and does not have any obligations where a Conflict of Interest is created, or may be perceived to be created, in conflict with the Volunteer's obligations under this deed, except as disclosed in item 9 of Schedule 1. The Volunteer must immediately notify the Department of any Conflict of Interest which occurs during the Term, and comply with the Department's requirements to manage, mitigate or eliminate the Conflict of Interest.

11. Volunteer's liability and indemnity

11.1 Release

The Volunteer releases to the full extent permitted by law, the Department and its Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) that the Volunteer has, or may have in the future, against the Department or its Representatives in respect of or in any way arising out of the Volunteer Work or this deed.

11.2 Indemnity

- (a) The Volunteer indemnifies the Department and its Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:
 - (i) any default by the Volunteer under this deed;
 - (ii) any unlawful, wilful or negligent act or omission of the Volunteer or any person for whose conduct the Volunteer is liable; or
 - (iii) personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or purported performance or non-performance) of this deed or a breach of this deed by the Volunteer; or
 - (iv) any infringement or alleged infringement of any IP Rights or Moral Rights in respect of the Volunteer Work.
- (b) The Volunteer's liability to indemnify the Department under clause 11.2(a) will be reduced proportionally to the extent that any negligent act or omission or breach of this deed by the Department caused the loss or liability.
- (c) The indemnity granted in clause 11.2(a) is in addition to and not exclusive of any other remedies the Department may have against the Volunteer at law.
- (d) It is not necessary for the Department to incur expense or to make a payment before enforcing a right of indemnity conferred by this deed.
- (e) For the avoidance of doubt, the Department may at its absolute discretion elect to waive the indemnity granted in clause 11.2(a) in accordance with clause 16.7.

11.3 No liability for consequential or indirect loss

The Department and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation, or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this deed.

12. GST

- (a) Words defined in the GST Law have the same meaning in this clause 12.

- (b) If a party is required under this deed to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or an entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- (c) If GST is payable by an entity (**Supplier**) in relation to any supply that it makes under or in connection with this deed, the parties agree that:
 - (i) any consideration (including the value of any non-monetary consideration) provided for that supply under or in connection with this deed other than under this clause 12 (**Agreed Amount**) is exclusive of GST;
 - (ii) an additional amount will be payable by the party providing consideration for that supply (**Receiver**) equal to the amount of GST payable by the Supplier on that supply;
 - (iii) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a tax invoice to the Receiver in respect of that supply, no later than that time; and
 - (iv) to the extent, if any, that any consideration (or part thereof) is specified in this deed to be inclusive of GST, that consideration (or the relevant part) will be excluded from the Agreed Amount for the purposes of calculating the additional amount under clause 12(c)(ii).
- (d) If the Receiver is not registered for GST and does not have an Australian Business Number, the Receiver must complete the Australian Taxation Office's Statement by a Supplier if it is eligible to do so, and return the completed and signed statement (satisfactory to the Australian Taxation Office) to the Department on or before the Commencement Date.
- (e) If the Statement by a Supplier required in clause 12(d) is not received by the Department or the Volunteer is not eligible to complete the Statement by a Supplier and an Australian Business Number is not provided on any Tax Invoice, the Volunteer acknowledges and accepts that the Department may be required to withhold 46.5% of the payment to the Volunteer for submission to the Australian Taxation Office on behalf of the Volunteer.

13. Notices

Each communication (including each notice, consent, approval, request and demand) in connection with this deed to be given by either party to the other:

- (a) must be in writing;
- (b) must be signed by the party making it (or by a person duly authorised by that party);
- (c) must be addressed in accordance with Item 1 of Schedule 1 (or as otherwise notified from time to time);
- (d) must be delivered by hand, or posted by pre-paid post to the address, or sent by facsimile or email transmission to the number of the addressee, in accordance with clause 13(c); and
- (e) is taken to have been received by the addressee:
 - (i) where sent by pre-paid post – on the fifth day after the date of posting;
 - (ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent;
 - (iii) where hand delivered – on delivery,
 - (iv) where sent by email transmission – upon successful transmission and confirmation of receipt by the addressee to the other party,

but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

14. Dispute Resolution

14.1 Dispute Resolution Process

- (a) Subject to clause 14.3, the parties will adhere to the following procedure in relation to disputes arising from this deed, prior to the commencement of litigation or other external dispute resolution procedure.
- (b) The Report Officer or the Volunteer may notify the other party in writing of the occurrence of a dispute (**Dispute Notice**) and the Report Officer and the Volunteer will try to resolve the dispute through negotiation.
- (c) If the parties are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute is to be referred to the Deputy Director General or the Director General of the Department for negotiation with the Volunteer.
- (d) If the dispute is not resolved within 15 Business Days after its referral to the representatives of each of the parties listed in clause 14.1(c), either party may refer the dispute to a mediator agreed by the parties with costs to be shared equally between the parties.
- (e) If the parties cannot agree upon a mediator, either party may request the President of the Queensland Law Society to nominate a mediator.

14.2 Continuity during dispute

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this deed.

14.3 Urgent interlocutory relief

Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from this deed at any time where that party seeks urgent interlocutory relief.

15. Termination

15.1 Termination for convenience

- (a) Either party may, at any time, by reasonable written notice, terminate this deed including with respect to the Department for a Machinery of Government Change.
- (b) If this deed is terminated by the Department under clause 15.1(a), the Volunteer will be entitled to the reasonable costs (if any) that have been or will be incurred by the Volunteer as a direct result of the termination of the deed and which the Volunteer cannot recoup or avoid and which would not otherwise have been incurred by the Volunteer if the deed had continued until the expiry of the Term.

15.2 Termination for breach

- (a) Either party may terminate this deed by written notice with immediate effect if the other party:
 - (i) breaches a term of this deed which is not capable of being remedied; or
 - (ii) breaches a term of this deed which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so.
- (b) The Department may terminate the deed immediately as a result of:
 - (i) any act of serious misconduct by the Volunteer during the Term; or
 - (ii) the Volunteer's refusal or failure to carry out a reasonable direction given to the Volunteer by the Department or an authorised Representative of the Department.

15.3 Pre-existing rights and survival

- (a) Termination in accordance with this clause 15 is without prejudice to any rights of any party under this deed existing at the date of termination.
- (b) Clauses 3.5, 4, 6, 7, 8, 9, 10, 11, 14, 15.3 and 16 survive expiration or termination of this deed for any reason.

16. General

16.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

16.2 No relationship

Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.

16.3 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

16.4 Assignment

A party must not assign, novate or subcontract the whole or any part of this deed without the prior written consent of the other party.

16.5 Amendments

This deed may only be varied by a deed signed by or on behalf of each party.

16.6 Further acts and documents

Each party must promptly do all acts and deliver all documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this deed.

16.7 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or any other term of this deed.

16.8 Severance

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

16.9 Counterparts

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart. The deed is entered into and delivered upon exchange of executed counterparts between the parties. In addition to any other valid method, executed counterparts may be exchanged by successful electronic transmission.

16.10 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

16.11 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

16.12 Continuing obligation

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.

16.13 Governing law

This deed is governed by and will be construed according to the law applying in Queensland.

16.14 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 16.14(a).

17. Definitions and interpretation

17.1 Definitions

In this deed:

Background IP means IP Rights which are made available by a party for the purpose of carrying out the Volunteer Work and that are:

- (a) in existence at the Commencement Date; or
- (b) brought into existence after the Commencement Date other than as a result of the performance of the Volunteer Work.

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

Commencement Date means the commencement date specified in Item 1 of Schedule 1.

Confidential Information means all information, trade secrets and knowledge of or disclosed by a party (the **Discloser**) to another party (the **Recipient**) that:

- (a) is by its nature confidential;
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Recipient knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation; or
- (e) is independently developed by a party while having no knowledge of or access to the other party's Confidential Information.

Conflict of Interest includes an actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.

Declaration of Interests means the declaration of interests form for senior executive service officers and equivalent employees and volunteers.

Expiry Date means the expiry date specified in Item 1 of Schedule 1.

GST means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.

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

Intellectual Property or IP Rights means all intellectual property rights, whether created before or after the Commencement Date, including:

- (a) plant breeder's rights, patents, copyright, rights in circuit layouts, trade marks, registered designs and any right to have Confidential Information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

Machinery of Government Change means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined by and granted under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws.

Premises means the premises specified in Item 4 of Schedule 1.

Publication means any information, including an article, journal, report, book, press release or other work in electronic or other form, intended for publication, that discloses the Volunteer Work Results.

Report Officer means the Department's representative specified in Item 1 of Schedule 1 responsible for receiving reports and liaising with the Volunteer in performing the Volunteer Work.

Representative means an employee, agent, officer, director, contractor, sub-contractor or other authorised representative of a party.

Special Conditions means any special conditions specified in Item 8 of Schedule 1.

Term means the period commencing on the Commencement Date and ending on the Expiry Date, unless terminated earlier in accordance with clause 15.

Training means the training (including the place and times for the conduct of the training), if any, specified in Item 5 of Schedule 1.

Volunteer Work means the services specified in Item 3 of Schedule 1 and any additional work agreed on by the Department and the Volunteer from time to time.

Volunteer Work Results means all material including any Intellectual Property Rights brought or required to be brought into existence by the parties in and from the performance of the Volunteer Work.

17.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;
- (g) **includes** in any form is not a word of limitation;
- (h) a reference to **\$** or **dollar** is to Australian currency;
- (i) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (k) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

Schedule 3 - Role Description of the Queensland Chief Entrepreneur



Volunteer Deed

Executed as a deed

Signed, sealed and delivered for and on behalf of the State of Queensland acting through the Department of Department of Innovation, Tourism Industry Development and the Commonwealth Games ABN 83 481 966 722 by

Damien Walter Director-General

(name and position)

a person duly authorised to act in that behalf in the presence of:

Access refused u

Signature of Witness

Access refused under section 47(3)(b) of

Name of Witness in full

Signed, sealed and delivered by Ms Leanne Kemp

in the presence of:

Access refused under section 47(3)(b) of the

Signature of Witness

Access refused under section 47(3)(b) of the RTI A

Name of Witness in full

Signature
Date: 9/10/2018

Access refused under section 47(3)(b)

Signature Access refused

Date: 10/10/2018



Minister for Innovation and
Tourism Industry Development and
Minister for the Commonwealth Games

Ref: CTS 08559/19

30 APR 2019

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1 William Street Brisbane 4000
PO Box 15168 City East
Queensland 4002 Australia
Telephone +61 7 3719 7530
Email innovation@ministerial.qld.gov.au

The Honourable Anastacia Palaszczuk MP
Premier and Minister for Trade
thepremier@premiers.qld.gov.au

Dear Premier

In December 2018, I appointed Ms Leanne Kemp as the new Queensland Chief Entrepreneur. Ms Kemp is the first woman to hold such a position in Australia and is the founder and Chief Executive Officer of Everledger. Ms Kemp's company has a global footprint with offices in Brisbane, the United Kingdom and the United States of America.

I am writing to inform you that I have extended Ms Kemp's tenure as Queensland Chief Entrepreneur from a one-year to a two-year term, which will conclude on 31 December 2020.

This extension has been granted to enable Ms Kemp to deliver on her strategy to better connect the Queensland ecosystem globally and use her networks and knowledge to grow the Queensland innovation ecosystem as well as drive innovation in government. Ms Kemp will be assisting the Department of Innovation, Tourism Industry Development and the Commonwealth Games (DITID) to deliver the new Advance Queensland Building our Innovation Economy strategy.

Ms Kemp has a strong global presence. She was the only Australian representative at the World Economic Forum held in Davos, Switzerland in January 2019.

Her tenure as Queensland Chief Entrepreneur will continue to be in a voluntary capacity under a Volunteer Deed of Agreement with DITID.

I am excited by what Ms Kemp can do for Queensland as we work towards a transformative, innovation economy that will create jobs now and for generations to come.

If your office has any queries about the work of the Office of the Queensland Chief Entrepreneur, I invite them to contact my Chief of Staff, Mr Matthew Jutsum on telephone (07) 3719 7530.

Yours sincerely

HON KATE JONES MP
Minister for Innovation and
Tourism Industry Development and
Minister for the Commonwealth Games

Premier

The ecosystem would love to
have continuity of leadership
to help implement our Advance
QLD agenda. Kate