

**Chris Evans**

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**From:** David Barbagallo  
**Sent:** Friday, 30 June 2017 11:33 AM  
**To:** Daniel Cheverton  
**Subject:** Re: QIC info

Thanks Daniel. Yes we would like to take up the kind offer of you hosting a lunch. Will give you a call on how that might work for both QIC and Govt. Also am interested in the update. Thanks db

Sent from my iPhone

On 29 Jun 2017, at 5:07 pm, Daniel Cheverton CTPI - Personal Information wrote:

Hi David

Damien tells me he had a very positive lunch with the Premier and yourself today. I just wanted to introduce myself as the best contact for anything you might need at QIC. I send an update on QIC to shareholding ministers generally every 6-8 weeks. These have gone to Tim Linley but I will send to you as well and if you want more information on anything, just let me know. I will also add you to the distribution list for our weekly economic report.

Damien also said that he'd offered to host the Premier for a business lunch in our office at any time that was convenient for her. If this is something you'd like to pursue, just let me know and we can make the arrangements.

Regards

Daniel

Daniel Cheverton  
Head of External Affairs & Office of the CEO

Level 5 Central Plaza Two, 66 Eagle Street  
GPO Box 2242 Brisbane, Qld 4001 Australia

CTPI - Personal Information

CTPI - Personal Information [www.qic.com](http://www.qic.com)

<image001.jpg>

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important information about the consequences of overseas disclosure.

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Released under RTI - DPC

**Chris Evans**

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**From:** Daniel Cheverton CTPI - Personal Information  
**Sent:** Thursday, 29 June 2017 5:06 PM  
**To:** David Barbagallo  
**Subject:** QIC info

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Regards

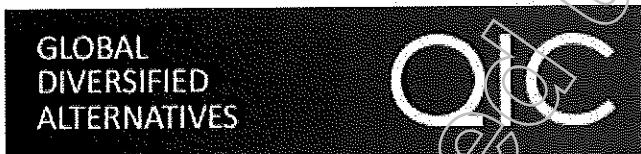
Daniel

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## Chris Evans

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**From:** Daniel Cheverton CTPI - Personal Information  
**Sent:** Tuesday, 11 July 2017 2:33 PM  
**To:** David Barbagallo; Denise Spinks; Tim Linley; Jason Humphreys; George Hasanakos  
**Cc:** 'jim.murphy@treasury.qld.gov.au'; Damien Frawley; Gregory Tonks; Cameron McLeod  
**Subject:** Commercial-in-confidence: shareholding ministers update  
**Attachments:** DATSIP MOU.pdf; George St precinct overview.pdf

Hi all

Please see below latest update for shareholding ministers on QIC activities. As always, this is commercial-in-confidence. If you would like further information on anything, please let me know.

### George St precinct

Our proposed \$250m new office tower and urban laneway in the George St precinct is still being considered through the MLP framework (see map attached). This is reaching a critical point – to ensure the project stays on track, we need to start lodge a DA with BCC in the next few weeks, at which point the project will become public. We are told by Treasury that a decision on the MLP is due soon, but if government wants to proceed with this as an announcement, we probably need an indication soon so we can hold off on the DA.

### DATSIP MOU

Further to the Treasurer's approval of our proposed Indigenous initiatives, we have executed an MOU with DATSIP (copy attached). We're in the final stages of organising a secondee from DATSIP to help us with implementation. We have already implemented our first initiative, with a \$300,000 investment into the Newpin Social Benefit Bond.

### Cross River Rail

Following the meeting you arranged for us, we've had some further meetings with members of the Cross River Rail Delivery Authority. We've provided further information about our proposed partnership and have been very clear that we are not presenting a funding solution, but we do think there is an alignment of interests and that QIC could bring skills to the procurement and delivery that don't currently reside in government. We are meeting with Graeme Newton this afternoon to continue discussing.

### Affordable housing

We are continuing to develop our proposal for a major affordable housing development on land we own adjacent to Logan Hyperdome. We intend to have a proposal for government by the end of July.

CTPI - Business Affairs

Victorian Treasurer and VFMC

Just an FYI, Tim Pallas is travelling through London on 19 July with James McKenzie, the Chair of Victorian Funds Management Corporation (VFMC). VFMC is an existing client of ours and we are bidding for an expanded mandate from them, so they are visiting our London office and meeting some of our staff.

**QTC Roadshow**

I'm talking to QTC about a potential meeting for the Treasurer in Singapore with the founders of Icon, the Brisbane-based cancer care provider that we purchased (as part of a consortium) earlier this year. Damien is also available to support the Treasurer in London and New York in September.

**Potential business engagement**

As Damien discussed with the Premier, we're happy to organise any sort of business engagement function for her or the Treasurer after Estimates at a time that suits.

If there's anything else you need, just let me know.

Cheers

Daniel

Daniel Cheverton  
Head of External Affairs & Office of the CEO

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GPO Box 2242 Brisbane, Qld 4001 Australia

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# MEMORANDUM OF UNDERSTANDING

between

QIC Limited

and

the State of Queensland, acting through the Department of  
Aboriginal and Torres Strait Islander Partnerships

to

Increase employment and procurement opportunities for  
Indigenous people

2017 – 2018

THIS MEMORANDUM OF UNDERSTANDING IS MADE BETWEEN

**THE STATE OF QUEENSLAND** acting through the Department of Aboriginal and Torres Strait Islander Partnerships (ABN 73 882 262 700) (**'the Queensland Government'**)

**AND**

**QIC Limited** (ACN 130 539 123) (**'QIC'**)

### **INTERPRETATION**

**'DATSIP'** means the Department of Aboriginal and Torres Strait Islander Partnerships in the Queensland Government.

**'Indigenous'** means Aboriginal and Torres Strait Islander peoples of Queensland and is used interchangeably within the MOU.

**'MOU'** means this Memorandum of Understanding.

**'Parties'** means the Queensland Government, QIC and 'Party' means any of them.

### **CONTEXT**

This MOU provides a formal agreement for improving communication and coordination between parties and an agreed way of identifying the responsibilities of each party. The purpose of this document is to set out the agreed framework for the operation of MOU.

### **RECITALS**

- A. The Department of Aboriginal and Torres Strait Islander Partnerships, acting as the State Government, commenced discussions with QIC during 2016.
- B. The parties wish to set out the terms and conditions of the understanding in this MOU.
- C. The Parties agree to implement the MOU through the development of an agreed Action Plan that sets out key measurable strategies and actions to achieve the outcomes of the MOU.
- D. The MOU is not intended to be legally binding, but is intended to operate as an administrative agreement between the Parties.
- E. By executing this MOU each party acknowledges and agrees to the terms, conditions as detailed in the MOU and supporting documentation.

### **INTENTION OF PARTIES**

The MOU is applicable Queensland-wide. It will focus particular attention on creating employment and procurement opportunities for Aboriginal and Torres Strait Islander peoples and their communities through the investments QIC manages on behalf of clients and through QIC's corporate activities.

## **1. Term**

- 1.1. The MOU is deemed to commence on the date of signing by both Parties and will terminate on 31 December 2018, or as otherwise agreed in writing by the Parties.
- 1.2. The MOU supersedes all communications, negotiations, and agreements, either oral or written, between the Parties with respect to the subject matter of the MOU or previous MOUs between the Parties.

## **2. Option to Renew**

- 2.1. Parties recognise that increasing Aboriginal and Torres Strait Islander employment and procurement opportunities is a key outcome that will require sustained effort and commitment by all stakeholders.
- 2.2. Parties commit to working together to explore models and options for the sustainability of the partnership between QIC and the Queensland Government beyond 31 December 2018.
- 2.3. Should either Party wish to renew the MOU they must express this, in writing, to the other Party by 31 October 2018.

## **3. Parties' Responsibility**

- 3.1. The Parties agree to implement the MOU through the development of an agreed Action Plan that sets out key measurable strategies and actions to achieve the outcomes of the MOU. In signing the MOU, the Parties agree to collectively ensure that necessary resources are obtained for the successful implementation of the action plan.
- 3.2. The Action Plan can include the following core deliverables but is not limited to:
  - 3.2.1. Employment targets;
  - 3.2.2. Training targets;
  - 3.2.3. Education targets;
  - 3.2.4. Procurement targets;
  - 3.2.5. Business development opportunities;
  - 3.2.6. Government collaboration;
  - 3.2.7. Policy and program design;
  - 3.2.8. Research opportunities; and
  - 3.2.9. Other broad economic participation opportunities.
- 3.3. A MOU Implementation Working Group (Working Group) may be established to oversee the MOU's implementation. The Working Group will develop a Terms of Reference which will reflect the role of Parties.
- 3.4. The Action Plan will be agreed between the Parties within two months of the signing of the MOU.
- 3.5. If a Working Group is formed, the Terms of Reference will be agreed between the Parties within two months of the signing of the MOU.
- 3.6. Regular updates on the implementation of the Action Plan will be provided to representatives of the Parties by way of Progress Report. The Progress Report template will be distributed to Parties within two months of the signing of the MOU.

## **4. DATSIP Responsibility**

- 4.1. DATSIP will use its best endeavours to:
  - 4.1.1. Collaborate with QIC to identify and increase economic participation opportunities for Indigenous Queenslanders.



- 4.1.2. Assist QIC with matters relating to Indigenous peoples;
- 4.1.3. Provide advice on the ways that opportunities in the action plan can be implemented; and
- 4.1.4. Make resources, including staff, available to provide the optimal opportunity to achieve the deliverables under the action plan.

## **5. QIC Responsibility**

5.1. QIC will use its best endeavours to:

- 5.1.1. Provide advice on the ways that the opportunities in the action plan can be implemented;
- 5.1.2. Make resources, including staff, available to provide the optimal opportunity to achieve the deliverables under the action plan;
- 5.1.3. Subject always to the fiduciary and commercial obligations owed to its clients:
  - 5.1.3.1. Identify employment and procurement opportunities through QIC's investments and corporate activities for inclusion in the action plan; and
  - 5.1.3.2. Commit to the ongoing improvement in employment and procurement outcomes of Indigenous Queenslanders where QIC carries out its activities.

## **6. Links to Government Priorities**

- 6.1. Parties recognise that the MOU links with Whole of Government priorities.
- 6.2. DATSIPs 2016 – 2020 Strategic Plan; outlines the key priorities for the department which includes creating more jobs and opportunities for Indigenous Queenslanders. This includes maximising employment and procurement opportunities; providing post-job placement and support for industry, students existing Year 12 and skilled workers.
- 6.3. *Moving Ahead 2016 – 2022: A strategic approach to increasing the participation of Aboriginal and Torres Strait Islander people in Queensland's economy (Moving Ahead)*
  - 6.3.1. Partner with industries to increase the economic participation of Aboriginal and Torres Strait Islander peoples.
  - 6.3.2. Assist Indigenous small business to develop and grow.
  - 6.3.3. Build the capability and capacity of Indigenous businesses through mentoring.
  - 6.3.4. Convene forums that bring together Indigenous business leaders, chambers of commerce representatives, research and thought leaders to help design a new approach to encourage greater Indigenous entrepreneurship, business growth and innovation.

## **7. Variation**

- 7.1. This MOU may be varied at any time provided the amendment is in writing, agreed to and signed by all Parties.

## **8. Dispute Resolution**

- 8.1. If any dispute or issue arises between the Parties in relation to the MOU, the Parties will endeavour in good faith to resolve the issue reasonably, expeditiously and amicably, using the following procedures:

- 8.1.1. The Parties will seek to negotiate a resolution to the dispute at the operational level by the Contact Officers to the MOU;
- 8.1.2. Where representatives of the Parties are not able to agree upon a matter concerning the MOU, each Party agrees that the matter will be escalated to an appropriate level to ensure prompt resolution of the matter;
- 8.1.3. The Parties will continue to meet their obligations under the MOU until the dispute is resolved.

**9. Termination**

9.1. A Party may terminate this MOU if another Party fails to perform or observe any of its obligations under this MOU and if the Party at fault does not take any reasonable steps to remedy the failure within an agreed timeframe.

SIGNED for and on behalf of  
**State of Queensland** acting through the  
 Department of Aboriginal and Torres Strait  
 Islander Partnerships  
 by Clare O'Connor, Director General,  
 Aboriginal and Torres Strait Islander  
 Partnerships

CTPI - Personal Information  
 [Redacted]

Signed

27/6/17

Date

In the Presence of:

CTPI - Personal Information  
 [Redacted]

[WITNESS' SIGNATURE]

MARU-ELLEN LANE

[PRINTED NAME OF WITNESS]

CTPI - Personal Information  
 [Redacted]

SIGNED for and on behalf of  
**QIC Limited**  
 by its duly authorised attorneys on  
 19 June 2017

Signed  
 Damien John Lawley  
 Chief Executive Officer - QIC

Name

CTPI - Personal Information  
 [Redacted]

Signed

**Bill Burton**  
 Head of Corporate Secretariat

Name

In the Presence of:

CTPI - Personal Information  
 [Redacted]

[WITNESS' SIGNATURE]

Deborah Barnes

[PRINTED NAME OF WITNESS]

