



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI Reference: CMTEDDFOI 2022-380

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Documents and schedule	Published
4. Additional information identified	No
5. Fees	Waived
6. Processing time (in working days)	15
7. Decision made by Ombudsman	N/A
8. Additional information identified by Ombudsman	N/A
9. Decision made by ACAT	N/A
10. Additional information identified by ACAT	N/A



FREEDOM OF INFORMATION REQUEST

I refer to your request submitted under section 30 of the Freedom of Information Act 2016 (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 30 November 2022.

A revised scope was received on 13 December 2022, seeking:

“Any draft, or related information, held by CMTEDD for and about ACT Creative Industries Research. Refer <https://researchprofiles.canberra.edu.au/en/projects/act-creative-industries-research>”

Authority

I am an Information Officer appointed by the Director-General of CMTEDD under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD was required to provide a decision on your access application by 28 December 2022. However, once the scope was clarified, the due date for a decision is now 13 January 2023.

Decision

Searches were completed for relevant documents based on information provided by you. Twenty-eight documents were found as in-scope to your access application.

I have included as **Attachment A**, a schedule of relevant documents. This schedule provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

I have decided to grant full access to nine documents, partial access to 15 documents. I have decided to refuse access to three documents as I consider these documents to be:

- contrary to the public interest information under schedule 1; or
- information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act.

A further document is exempt as it is a copy of a document already available in the binder.

My access decisions are detailed further in the following statement of reasons, in accordance with section 54(2) of the Act. The documents released to you are provided as **Attachment B** to this letter.

Statement of Reasons

In reaching my access decisions, I have taken the following into account:

- the Act;
- the content of the documents that fall within the scope of your request;
- the *Human Rights Act 2004*.

Exemption claimed

My reasons for deciding not to grant access to the identified documents and components of those documents are as follows:

Contrary to the public interest information under Schedule 1 of the Act

Folio 7 of the identified documents contains information that is considered to be contrary to the public interest under Schedule 1 of the Act. This document contains information specific to:

1.2 Information subject to legal professional privilege

Information that would be privileged from production or admission into evidence in a legal proceeding on the ground of legal professional privilege.

Information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act

Public Interest

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interest lies. As part of this process, I must consider factors favouring disclosure and nondisclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when ‘used in a statute, the term [public interest] derives its content from “the subject matter and the scope and purpose” of the enactment in which it [public interest] appears’. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within the documents is within the ‘public interest’.

Factors favouring disclosure in the public interest under Schedule 2, section 2.1:

(a) *disclosure of the information could reasonably be expected to do any of the following:*

- (i) *promote open discussion of public affairs and enhance the government’s accountability.*

- (ii) *contribute to positive and informed debate on important issues or matters of public interest.*
- (iv) *oversight of expenditure of public funds.*
- (xvi) *contribute to innovation and facilitate research.*

Having considered the factors identified as relevant in this matter, I consider that release of the information contained in the documents may contribute to positive and informed debate on important issues of public interest, including how the government is seeking to innovate and/or support the creative industries within the community.

Commissioning research is a public expenditure, and oversight of expenditure of public funds is a factor for disclosure that carries serious weight. The community has a right to understand how public funds are being spent.

I am satisfied that the above factors are relevant considerations favouring disclosure in this case, and in the interests of enhancing transparency and accountability, I afford them significant weight.

Release of research information could reasonably be expected to lead to innovation or facilitate further research. However, where research is yet to be completed, in *Abbot and Marohasy and Central Queensland University [2017] QICmr 54*, this factor was given moderate weight by the Queensland Information Commissioner as it was found that *'the capacity of the Information in Issue to contribute to or facilitate further research is necessarily limited, when compared with information relating to completed, peer reviewed research'*.

As this report is yet to be finalised, I have decided to give the factor concerning innovation and facilitation of research some weight in this instance.

I also note the FOI Act has an express pro-disclosure bias which reflects the importance of public access to government information for the proper working of a representative democracy. This concept is promoted through the objects of the FOI Act. I have considered this overarching concept in making my decision in relation to access.

Factors favouring nondisclosure in the public interest under Schedule 2 section 2.2:

(a) disclosure of the information could reasonably be expected to do any of the following:

- (ii) *prejudice the protection of an individual's right to privacy or other rights under the Human Rights Act 2004.*
- (xvi) *prejudice a deliberative process of government.*

Having reviewed the documents, I consider that the protection of an individual's right to privacy, is a significant factor. This, in my opinion, outweighs the benefit which may be derived from releasing the personal information of the individual's involved in this matter.

Individuals are entitled to expect that the personal information they have supplied as part of this process will be dealt with in a manner that protects their privacy. Considering the type of information to be withheld from release, I am satisfied that the factors in favour of release can still be met while protecting the personal information of the individuals involved. I therefore weight the factor for nondisclosure more highly than the factor in favour of release in this instance. As a result, I have decided that release of this information could prejudice their right to privacy under the *Human Rights Act 2004*.

Draft reports which are yet to be reviewed and finalised or seen by the responsible minister, have the potential to jeopardise the findings of the research. Until the report has been finalised, it would not be in the public interest to release it as it would be prejudice to the deliberative process of the government. Considering this factor, including that the report is to be finalised early 2023, I give this factor significant weighting. Folios 13, 28 are withheld based on this factor when weighed against the factors for disclosure.

Having applied the test outlined in section 17 of the Act and deciding that release of personal information contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent of the Act is met and will provide you with access to the majority of the information held by CMTEDD within the scope of your request.

Charges

Pursuant to *Freedom of Information (Fees) Determination 2017 (No 2)* processing charges are waived for this request.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log. Your original access application and my decision in response to your access application will be published in the CMTEDD disclosure log. Your personal contact details will not be published.

You may view CMTEDD disclosure log at <https://www.cmtedd.act.gov.au/functions/foi>.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in CMTEDD disclosure log, or a longer period allowed by the Ombudsman.

We recommend using this form [Applying for an Ombudsman Review](#) to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601

Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT:

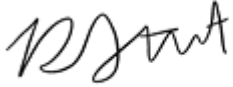
ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601

Telephone: (02) 6207 1740

<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact me by telephone on 6207 7754 or by email at CMTEDDFOI@act.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'K Stuart'.

Katharine Stuart
Information Officer
Chief Minister, Treasury and Economic Development Directorate

12 January 2023



ACT
Government

Chief Minister, Treasury and
Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

WHAT ARE THE PARAMETERS OF THE REQUEST

Reference NO.

Any draft, or related information, held by CMTEDD for and about ACT Creative Industries Research. Refer <https://researchprofiles.canberra.edu.au/en/projects/actcreative-industries-research>

CMTEDDFOI 2022-380

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1-9	[Email] Foi request and email trail with Caroline Fulton	14/11/2022-13/12/2022	Full		
2	10-11	[Email] RE: Final draft of creative industries report	15/12/2022	Partial	Sch 2 s2.2 (a)(ii)	
3	12-16	[Email] RE: Deed of Agreement - Creative Industries Report	14/10/2022-16/12/2022	Partial	Sch 2 s2.2 (a)(ii)	
4	17-19	[Email] FW: Invitation I Creative spaces symposium at Dairy Road	28/10/2022-31/10/2022	Partial	Sch 2 s2.2 (a)(ii)	
5	20-21	[Email] RE: Deed of Agreement Creative Industries Report UC	12/10/2022-13/10/2022-	Partial	Sch 1 s1.2 Sch 2 s2.2 (a)(ii)	
6	22	[Email] Updated Deed of Agreement for Creative Industries Report	10/01/2023	Partial	Sch 2 s2.2 (a)(ii)	
7	23-28	Draft Deed of Agreement Creative Industries Report UC prepared by ACT Government Solicitors	Undated	Exempt	Sch 1 s1.2	
8	29-56	ACT Creative Industries Research - UC Funding Agreement.PDF	24/06/2021	Partial	Sch 2 s2.2 (a)(ii)	
9	57-59	[Email] RE: ACT Creative Industries Report	28/07/2022	Full		
10	60	[Email] Creative industries research contract and acquittal	01/07/2022	Full		
11	61	[Email] ACT Creative Industries Research Steering Committee: Reminder: Final Report Feedback	16/05/2022	Partial	Sch 2 s2.2 (a)(ii)	
12	62-63	[Email] RE: Creative Industries Draft Report Commentary	12/04/2022-04/05/2022	Partial	Sch 2 s2.2 (a)(xvi)	
13	64-66	Feedback dot points Creative Canberra.docx	12/04/2022	Exempt	Sch 2 s2.2 (a)(xvi)	

14	67-71	[Email] RE: First Nations Participation in the ACT Creative Industries	28/03/2022-8/04/2022	Partial	Sch 2 s2.2 (a)(ii)	
15	72-73	[Email] Canceled: Creative Industries Study: Next Steps	30/03/2022	Partial	Sch 2 s2.2 (a)(ii)	
16	74	[Email] Connections between ACT Government and UC Faculty of Arts and Design	28/03/2022	Partial	Sch 2 s2.2 (a)(ii)	
17	75	[Email]Creative Industries Project Update	07/03/2022	Partial	Sch 2 s2.2 (a)(ii)	
18	76-78	[Email att] ACT Creative Industries Research Steering Committee_MINUTES_22.02.22.pdf	22/02/2022	Full		
19	79-80	[Email]RE: Prep for UC Creative Industries Steering Committee	23/06/2021-14/02/2022	Partial	Sch 1 s1.2	
20	81-83	[Email att] artsACT feedback - UC Analysis Arts and Cultural Activities.docx	14/02/2022	Full		
21	84-86	[Email]ACT Creative Industries Research Steering Committee: 8/2021: Feedback on the presentation	10/02/2022-11/02/2022	Partial	Sch 2 s2.2 (a)(ii)	
22	87	[Email att]ACT Creative Industries Research Steering Committee_AGENDA_22.02.22.pdf	22/02/2022	Full		
23	88-89	[Email]Papers for the meeting of the ACT Creative Industries Research Steering Committee: Fri 4 Feb at 2pm via Teams: Attached	03/02/2022	Partial	Sch 2 s2.2 (a)(ii)	
24	90-98	[Email att]ACT Creative Industries Research Steering Committee_AGENDA_04.02.22.pdf, ACT Creative Industries Research Steering Committee MINUTES 15.12.21.pdf	15/12/2022-04/02/2022	Full		
25	99	[Email]ACT Creative Industries Research Steering Committee: Minutes from the meeting held 15 December 2021:	23/12/2021	Full		
26	100-107	[Email att]ACT Creative Industries Research Steering Committee_MINUTES_15.12.21.pdf	15/12/2021	Exempt	Copy of folio 91 to folio 98	
27	108	[Email]Creative Canberra Final Draft Report.pdf, Appendix 4 Overview of national state and territory creative industries policies.pdf	30/03/2022	Full		
28	109-282	[Email att]Creative Canberra Final Draft Report.pdf	30/03/2022	Exempt	Sch 2 s2.2 (a)(xvi)	
Total No of Docs						
28						

From: [REDACTED]
To: [CMTEDD FOI](#)
Subject: Re: 2022-380 - Fwd: FW: University of Canberra ::: Creative Industries Research ::: Request for Research Report.
Date: Tuesday, 13 December 2022 9:57:08 PM

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Dear Ms Pupulkovski,

RE: FOI REQUEST ::: CLARIFICATION

Thank you for contacting me to clarify my FOI request.

The scope of the FOI relates to information held by the Directorate that is related to information to be incorporated into a report on the creative industry (**see below bold**) from the University of Canberra:--

CCCR Annual Report, page 18, link: <https://www.canberra.edu.au/research/faculty-research-centres/cccr/about-us/annual-reports/CCCR-AnnualReport-2021-web.pdf>

"ACT Creative Industries Research Chief Minister Treasury and Economic Development Directorate ACT Govt.

\$121,500.00

Researchers: Professor Jason BAINBRIDGE (lead CI), Professor Jen WEBB, Associate Professor Cathy HOPE, Dr Denise THWAITES, Dr Ben ENNIS BUTLER, Dr Vahri MCKENZIE, Tanton, R., Dare, L., Pearson, L., Vidyattama, Y., Cassidy, S., Lee, J. Y.

Associated research link:-- <https://researchprofiles.canberra.edu.au/en/projects/act-creative-industries-research>

The purpose of this research is to identify the current state, scope and potential of the creative industries in the ACT to identify the ACT's competitive advantage and future opportunities for, and constraints to, growing jobs in this sector. The Organisation shall achieve this through a sector-leading, interdisciplinary model of research and analysis, incorporating extensive and inclusive consultation with the ACT creative industries - including First Nations practitioners - to inform policy development, sector uplift and resilience. Along with a comprehensive assessment of the ACT creative industries the Organisation will produce a sector map that

- (i) provides a platform for rich, longitudinal sector data collection and analysis to reveal sectoral strengths, gaps, complexities and opportunities;**
- (ii) lays the foundations for a multi-use 'map' interface as a capacity-building resource for industry, government and community, and**
- (iii) innovates knowledge generation for Canberra's creative industries to position the ACT as a national and international sector leader."**

Please note that according to the research portal that this research is

complete.

It is my understanding that while the Directorate does not have a complete 'report', it may and does have material information, a draft report, that directly relates to the FOI request. Information that directly relates to the report's development is important and relevant. I am seeking any draft, or related information, held by the CMTEDD for and about this research.

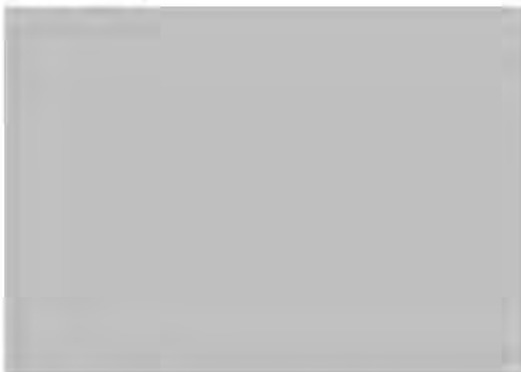
CMTEDD and the relevant line-areas involved would have, and will be, liaising with the employees of the University of Canberra about the development/creation of the report. The creation of this material item, which the ACT Government may rely on, is very significant as it goes toward any possible policy formation about the 'creative' sector going forward. It reflects the significant concern of industry fixing.

The CCCR has member staff that are active in-industry commercial operators. Such a report, with commercial ties embedded in the University of Canberra is contested due to these individuals's in-market activities as a result of substantial conflicts-of-interest.

I will make note now that I am contesting that the University of Canberra is in a conflict of interest position. I suggest it cannot conduct such a report. It has recently commissioned courses and other work from 3rd party businesses, and has staff members who are commercial operators, within creative industry segments. I suggest it is a mis-use of its position. It is a beneficiary of any report that is developed.

If this does not make sense, or again if you feel it is too broad a scope, given the significance of activity, please contact me to seek more clarity. Given it is directly about a singular commission, for a report, I hope that this puts a boundary around my FOI request.

Sincerely



On Tue, 13 Dec 2022 at 13:25, CMTEDD FOI <CMTEDDFOI@act.gov.au> wrote:

OFFICIAL

Good afternoon [REDACTED]

Thank you for your time over the phone just now.

During our phone call, we discussed the scope of your request in more detail.

I am aware that you have approached Arts ACT directly (details of email conversations between yourself and Caroline Fulton we provided in your request) and you have been advised no final report is available as of yet.

Can you please respond to this email, and clearly define the parameters your request and outline exactly what kind of documentation you are seeking as part of this request.

You also mentioned you would like to raise a Conflict of Interest matter, please also include this in your reply.

Thank you in advance.

Kind regards.

Jess Pupulkovski | Freedom of Information Coordinator | Information Access Team

Phone: 02 6207 7754 | Email: CMTEDDFOI@act.gov.au

Corporate | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Level 5, 220 London Circuit, Canberra ACT 2601 | GPO Box 158 Canberra ACT 2601 | act.gov.au

Please note, I work part-time hours (Available Monday – Wednesday)

From: [REDACTED] >

Sent: Wednesday, 30 November 2022 2:21 PM

Subject: 2022-380 - Fwd: FW: University of Canberra ::: Creative Industries Research

::: Request for Research Report.

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Subject: University of Canberra ::: Creative Industries Research ::: FOI Request for Research Currently held.

Please find attached my letter of a Freedom of Information request. The below body text mirrors my letter.

FREEDOM OF INFORMATION REQUEST (Freedom of Information Act 2016.)

ACT Creative Industries Research commissioned by the Chief Minister Treasury and Economic Development Directorate ACT Govt. ARTACT & CHIEF MINISTER'S DIRECTORATE.

I write to the Freedom of Information section, as a material request for FOI to access information that relates to a research commission by the ACT government, CMTEDD, of the University of Canberra to produce a 'report' and other linked information about the creative sector.

The Directorate and University of Canberra are both agencies subject to the Freedom of Information Act 2016 (FOI Act) and open to requests to access information. This report is using substantial, high public monies, that relates to the commission a 'report', and other information, about the ACT creative sector market economy.

That this information is requested on significant public interests grounds.

There is a clear written expressions that there is a direct suggestion the material will influence, I suggest unduly, the Canberra Creative industry economic market.

I quote:--

*"scope and potential of the creative industries in the ACT to identify the ACT's **competitive advantage** and **future opportunities** for, and constraints to, growing jobs in this sector. The Organisation shall achieve this **through a sector-leading, interdisciplinary model of research and analysis, incorporating extensive and inclusive consultation with the ACT creative industries.**"*

There is an implication that this research will have a market effect on the "Creative Industries". This is very significant.

Further I contest what would be a rationale of "sector-leading", what is conduct that is "extensive" and "inclusive" in terms of creating output research that suggests providing commercial in-market economic power advantage. There are very significant Trade Practices issues that suggest any recommendations being provided by such research.

Further, the entity conducting this report's development I contest is in a direct conflict-of-interest position with staff members actively working in the economy, having commercial vested business interests operating within the University of Canberra--and are in-market participants.

Therefore the information collated and any related material that goes to the creation or manufacture of a position of providing economic benefit to a business, a person, needs to be divulged.

2. REQUEST ON CONTRACTING INFORMATION

In this context I also ask for the contracting and other related detail that the ACT Government has asked for, or is holding, to do research expressed in the University of Canberra Annual Report (below) and was recently promoted by [REDACTED] an employee of the University of Canberra, who recently promoted the research currently conducted at Dairy Road, on the 'creative industries'.

Please confirm receipt of this FOI request.

Sincerely

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

Dear [REDACTED]

The Creative Industries Research project that you refer to is jointly funded by the University of Canberra and the ACT Government. The project is anticipated to be completed within the first quarter of 2023, once a final report has been provided to the ACT Government for consideration. At this time the ACT Government does not have the report that you are seeking.

You may wish to contact the University of Canberra to seek information about what was presented at Dairy Road.

Regards

Caroline

Caroline Fulton

Executive Branch Manager, artsACT

Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Phone: 02 6207 6809 | Mobile: 0481 059 623 | Email: CarolineM.Fulton@act.gov.au

Level 3, 220 London Crt, Canberra City ACT 2601

GPO Box 158 Canberra City ACT 2601 | www.act.gov.au

www.arts.act.gov.au | Follow us on [Twitter](#) and [Instagram](#)



I acknowledge the traditional custodians of the ACT the Ngunnawal people, and their continuing connection to land and community. I pay my respect to them, and to the Elders both past and present.



From: [Redacted]
Sent: Monday, 14 November 2022 12:16 PM
To: Fulton, CarolineM <CarolineM.Fulton@act.gov.au>
Cc: [Redacted]
Subject: Fwd: FW: University of Canberra ::: Creative Industries Research ::: Request for Research Report.

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Dear Ms Fulton,

RE: CREATIVE INDUSTRY RESEARCH?

I have had some information communicated to me that you will be able provide the research that has now become public from the request that I made to the CMDTEDD. I would like to read the report and more importantly how they sort information to construct the report.

It was not my understanding that ArtsACT, within the directorate, had much to do with the 'commission'. You had indicated and admitted to this in your email to me that that was the case. Irrespective, I do now ask to be provided this information.

██████████, from the University of Canberra, has promoted and delivered an event with this research information to a business group via the Molonglo group of businesses at Dairy Road. It is quite unsatisfactory that this has happened without other entities, practitioners with other interests in the trade economic space be provided with the same opportunity. And more to the point interigate the research. I would now request the material research that has been developed, as per the first initial and original request. The below is extracted from the UC Annual Report.

If businesses at the Dairy Road precinct have had an opportunity to examine the commission, get a detailed session of the findings and make enquiries, then I request the report at minimum.

I do not need the ABS information, you had indicated, as I already have up to date primary information about the sector from this entity.

Can I please get a response to my request by Wednesday; to ascertain what further steps, if needed, I need to take to get the material in question.

Sincerely

██████████

I am requesting access to CMTEDD commissioned research on the ACT Creative Industries in the ACT. This research, I understand, was conducted by the University of Canberra.

I extracted the below details from an Annual Report published by the University of Canberra:--

**ACT Creative Industries Research Chief Minister Treasury and Economic
Development Directorate ACT Govt,**

\$121,500.00

Researchers: Professor Jason BAINBRIDGE (lead CI), Professor Jen WEBB, Associate Professor Cathy HOPE, Dr Denise THWAITES, Dr Ben ENNIS BUTLER, Dr Vahri MCKENZIE, Tanton, R., Dare, L., Pearson, L., Vidyattama, Y., Cassidy, S., Lee, J. Y.

The purpose of this research is to identify the current state, scope and potential of the creative industries in the ACT to identify the ACT's competitive advantage and future opportunities for, and constraints to, growing jobs in this sector. The Organisation shall achieve this through a sector-leading, interdisciplinary model of research and analysis, incorporating extensive and inclusive consultation with the ACT creative industries - including First Nations practitioners - to inform policy development, sector uplift and resilience. Along with a comprehensive assessment of the ACT creative industries the Organisation will produce a sector map that (i) provides a platform for rich, longitudinal sector data collection and analysis to reveal sectoral strengths, gaps, complexities and opportunities; (ii) lays the foundations for a multi-use 'map' interface as a capacity-building resource for industry, government and community and (iii) innovates knowledge generation for Canberra's creative industries to position the ACT as a national and international sector leader.

I request access to the research please. It would be beneficial to get this information reasonably quickly as I would like to see if there is any information in it that may be relevant to the current national cultural policy being developed by the Commonwealth Government.

Sincerely



This communication is communicated within the guidelines and limits provided under the privacy provisions of the Privacy ACT. It is only to be used for the purposes of the intent of communications.

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

From: [REDACTED]
Sent: 15/12/2022 12:26 PM
To: "Bromley, Guy" <Guy.Bromley@act.gov.au>
Cc: "Hassett, Glen" <Glen.Hassett@act.gov.au>; "Weber, Cornelius" <Cornelius.Weber@act.gov.au>
Subject: RE: [UNCLASSIFIED] RE: Final draft of creative industries report

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Thanks
Guy.
Looking

forward to submitting it tomorrow.

Cheers,
[REDACTED]

From: Bromley, Guy <Guy.Bromley@act.gov.au>
Sent: Thursday, 15 December 2022 12:25 PM
To: [REDACTED]
Cc: Hassett, Glen <Glen.Hassett@act.gov.au>; Weber, Cornelius <Cornelius.Weber@act.gov.au>
Subject: RE: [UNCLASSIFIED] RE: Final draft of creative industries report

OFFICIAL

Hi [REDACTED]

Superb – looking forward to it. Thanks for your hard work in getting it this far!

Guy

Guy Bromley | T: +61 (0) 2 620 73271

From: [REDACTED]
Sent: Thursday, 15 December 2022 12:24 PM
To: Bromley, Guy <Guy.Bromley@act.gov.au>
Cc: Hassett, Glen <Glen.Hassett@act.gov.au>; Weber, Cornelius <Cornelius.Weber@act.gov.au>
Subject: [UNCLASSIFIED] RE: Final draft of creative industries report

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Hi Guy,
You
certainly

will. Our aim is to have the report to you before lunch but it will certainly be in your inboxes by COB.

Cheers,
[REDACTED]

From: Bromley, Guy <Guy.Bromley@act.gov.au>
Sent: Thursday, 15 December 2022 12:22 PM
To: [REDACTED]

Cc: Hassett, Glen <Glen.Hassett@act.gov.au>; Weber, Cornelius <Cornelius.Weber@act.gov.au>
Subject: Final draft of creative industries report

OFFICIAL

Hi [REDACTED]

Checking in to see if we might receive a near final draft of the creative industries report tomorrow? I know we're heading for a final deadline of 31 January, but we'd be keen to start reviewing and next week looks like a good opportunity to start that process.

Do let me know if there are any issues – and happy to chat regardless.

Many thanks,

Guy

Guy Bromley | Business and Key Sectors | Business & Innovation
Chief Minister, Treasury and Economic Development Directorate
A: 220 London Circuit, Canberra City, ACT 2601 |
T: +61 (0) 2 620 73271 | **M:** [REDACTED]
He/him

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

From: [REDACTED]
Sent: 16/11/2022 2:47 PM
To: "Weber, Cornelius" <Cornelius.Weber@act.gov.au>
Cc: "Bromley, Guy" <Guy.Bromley@act.gov.au>; [REDACTED]
"Hassett, Glen" <Glen.Hassett@act.gov.au>; [REDACTED]
Subject: [UNCLASSIFIED] RE: Deed of Agreement - Creative Industries Report

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Great,
thank you
Cornelius.

Kind regards

[REDACTED]
Faculty of Arts and Design | University of Canberra
Building 20/Level B/Room 7 | [REDACTED]
11 Kirinari Street, Bruce, ACT 2617

From: Weber, Cornelius <Cornelius.Weber@act.gov.au>
Sent: Wednesday, 16 November 2022 2:28 PM
To: [REDACTED]
Cc: Bromley, Guy <Guy.Bromley@act.gov.au>; [REDACTED] Hassett, Glen <Glen.Hassett@act.gov.au>
Subject: RE: Deed of Agreement - Creative Industries Report

OFFICIAL

[REDACTED]
Please find attached a scanned copy of the executed agreement.

I'll drop off a hard copy tomorrow.

Cornelius

From: Hassett, Glen <Glen.Hassett@act.gov.au>
Sent: Tuesday, 1 November 2022 2:56 PM
To: [REDACTED]
Cc: Weber, Cornelius <Cornelius.Weber@act.gov.au>; Bromley, Guy <Guy.Bromley@act.gov.au>; [REDACTED]
Subject: RE: Deed of Agreement - Creative Industries Report

OFFICIAL

Hi [REDACTED]
We agree to the proposed timeline and approach. Cornelius can you work with [REDACTED] to adjust the draft deed accordingly so that we can execute agreement.

Thanks very much everyone

Glen

Glen Hassett | Senior Director | M [Sch 2.2\(a\)\(ii\)](#)

Business and Innovation, Economic Development Division

☎ 02 6205 5346 | **Chief Minister, Treasury & Economic Development Directorate** | ACT Government220 London Circuit | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

From: [REDACTED]
Sent: Friday, 28 October 2022 8:05 PM
To: Hassett, Glen <Glen.Hassett@act.gov.au>
Subject: Re: Deed of Agreement - Creative Industries Report
Importance: High

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Hi Glen,

Apologies for a late

email on a Friday.

[REDACTED] has just reached out, [REDACTED] only got your message this evening as [REDACTED] e's been holed up working on the Report stats today.

I wrote to [REDACTED] re: the agreement last Thursday (please find below) and now we're wondering if [REDACTED] might be away? Essentially I'm asking for an extension until 16 December for the reasons outlined below – and some flexibility in the final report deliverable of Jan 30 depending on how long it takes to receive/work through feedback.

Happy to discuss further via email or offline – and apologies again for sending this on so close to the weekend.

Message follows:

Dear [REDACTED]

Many thanks for preparing this Deed of Agreement – and for your kind words regarding our work to date. Having reviewed and discussed this draft with [REDACTED] I wanted to raise the possibility of amending the Deed of Agreement for the following reasons. I'm writing directly to you in the first instance but please feel free to circulate as necessary to the wider group.

- We would request an extension of two weeks with a delivery date of 16 December 2022.

Since the much-appreciated workshop on September 9 we have been reworking the document to reinsert clear recommendations linking back to the robust evidence base that we have built. As you are aware, we can now undertake and integrate an analysis of the recently released 2021 census data, as well as some possibilities that have arisen with the 6 digit table builder capability (eg. like select city data for a couple of the key data sets you asked for). We are excited that we can provide you with this more recent analysis of the ACT creative industries than the 2016 census data enabled, as part of our partnership and beyond the scope of our original contract. All three of us agree that we will need until 16 December to produce this fully integrated final draft, which will include graphs, tables and some design elements. This would mean that you would no longer receive a Part A (which is a revision of the first draft) on November 30, and then a Part B (analysis of new 2021 data and First Nations data) which, in the proposed contract, would be submitted as part of an integrated 31 January final draft as, we assume, you would also like the opportunity to provide feedback on this data set too.

This is also in line with our reporting obligations back to UC as the 50/50 financial partner on this project.

- We will reinsert clear recommendations backed by a robust evidence base, and this is currently in train.
- We will ensure the report contains an Analysis of First Nations participation in the ACT Creative Industries by:
 - Providing a first phase environmental scan on available data about First Nations participation in the creative industries in the Territory within the context of relevant city and state level strategies and policies (the use of the term 'available data' here implying census data).
 - Including feedback provided by First Nations practitioners from a community roundtable conducted by the University (including the observations made by the facilitators of that roundtable).

We appreciate the acknowledgement of the pandemic restrictions on First Nations engagement during the original term of the report. As we have previously flagged and as is required of all UC projects involving First Nations engagement, there is a clear requirement that such projects be First Nations led. As part of our partnership, we sought direction from the ACT Aboriginal and Torres Strait Islander Arts Network through artsACT's Assistant Director for Aboriginal and Torres Strait Islander Cultural Arts Engagement. The event was facilitated by a young female ACT First Nations artist, and was closed to non-First Nations people.

We will provide an analysis of the First Nations 2016 census data, and a 2021 update of this analysis, including more data on First Nations occupations and the industries within which they work to contribute to our knowledge about First Nations participation. 2% of responses from our survey and 6% of our interviewees are from Aboriginal and Torres Strait Islander people, which is commensurate with, or above, the ACT Aboriginal and Torres Strait Islander proportion of creatives in the ACT, and we can ensure that this data is better represented in the Report. We will also incorporate feedback received from the facilitators of the First Nations-led community roundtable.

With the provision of this more detailed First Nations participation data, along with the integration of 2021 First Nations data, we will again require until 16 December to do this.

- We will provide an Executive Summary to aid navigation of the full report.
- We will provide the Final Version on 31 January 2023, or 30 days after receiving feedback from you, incorporating any feedback received and final formatting of the text.

Acknowledging that one reason for requiring an extension on this project has been delays in receiving agreed upon directives based on feedback from the Steering Committee (and additionally acknowledging that neither yourself nor Glen were members of this Committee during the period in question), we would flag that depending on the timeliness and nature of the feedback received following our requested 16 December submission extension we would require up to 30 days to incorporate this feedback and undertake final formatting of the text. This is predicated on the assumption that feedback can take up to 30 days to receive. We would therefore flag that the final submission date of 31 January 2023 needs to be flexible enough to take this into account, hence the suggested addition of 'or 30 days after receiving feedback from you'.

Once again, I'd like to thank you for your ongoing support and appreciation of our work to date. We are very much looking forward to working with yourself and colleagues across B&I on the finalisation of this partnered report and do hope our suggestions for amendment can be enacted.

Many thanks

[REDACTED]
[REDACTED]
Faculty of Arts & Design | University of Canberra
Building 20, Level B, Room 4 | T +61 [REDACTED] Sch 2.2(a)(ii)
11 Kirinari St, Bruce ACT 2617

From: Priest, Jenny <jenny.priest@act.gov.au>

Date: Friday, 14 October 2022 at 5:42 pm

To: [REDACTED]

Cc: [REDACTED] Hassett, Glen <Glen.Hassett@act.gov.au>, Bromley, Guy <Guy.Bromley@act.gov.au>, Lemmon, Peta <Peta.Lemmon@act.gov.au>, Weber, Cornelius <Cornelius.Weber@act.gov.au>, Fulton, CarolineM <CarolineM.Fulton@act.gov.au>, Ching, Mia <Mia.Ching@act.gov.au>

Subject: Deed of Agreement - Creative Industries Report

Dear [REDACTED],

I'm writing to enclose the draft Deed of Agreement for the Creative Industries Report as discussed at our recent meeting. Our original Funding Agreement is attached for reference.

This facilitates our agreed continuation of work, as required by UC to enable the ongoing allocation of resources for completion of the final report.

The Deed of Agreement:

- Provides for an extension of delivery date until 30 November 2022;
- Clarifies the need for clear recommendations backed up by a robust evidence base;
- Reiterates the need to ensure a clear First Nations Voice creative industries voice is incorporated in the report (we acknowledge that pandemic related restrictions and understandable hesitancy for face to face interaction limited UC's ability to conduct thorough research over the original term of the report);
- Clarify the requirement for an Executive Summary to aid navigation of the full report and aid readers short on time.

If you can confirm you are happy with the draft agreement, we can arrange for signing. This need not be 'wet ink' initially – can be done through a scan, but we need to exchange 'wet ink' versions before 30 November. My colleague Cornelius Weber will organise the logistics for this.

[REDACTED] earlier this week asked a question as to whether we would like to see '*computer system design and related services*' included within the creative industries definition for the ACT. It would be good to get a clearer understanding of what this might include or exclude before we firm up a position.

My team will reach out next week to have a further discussion with [REDACTED] about this.

I and colleagues across B&I look forward to working with you as the report is finalised. I'd like to thank you for the considerable work undertaken so far, your ongoing goodwill and for the work the UC team is now undertaking to finalise the report.

Kind regards

Jenny Priest

Jenny Priest

Executive Branch Manager | Business and Innovation | Economic Development

PF Sch 2.2(a)(ii) or 02 6207 2070

jenny.priest@act.gov.au

W: canberra.com.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government

Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



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From: "Priest, Jenny" <jenny.priest@act.gov.au>
Sent: 31/10/2022 8:28 AM
To: "Fulton, CarolineM" <CarolineM.Fulton@act.gov.au>; "Hassett, Glen" <Glen.Hassett@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>
Cc: "Round, Jessica" <Jessica.Round@act.gov.au>
Subject: FW: Invitation | Creative spaces symposium at Dairy Road

OFFICIAL

Hi Glen, Guy and Caroline

Did you receive an invitation to this event and are you planning on attending?

Jess – will you please assist with my registration and add to diary.

Kind regards

Jenny

Jenny Priest
 Executive Branch Manager | Business and Innovation | Economic Development
 Ph [Sch 2.2\(a\)\(ii\)](tel:0262072070) or 02 6207 2070
jenny.priest@act.gov.au
 W: canberra.com.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
 Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



From: [REDACTED]
Sent: Friday, 28 October 2022 6:24 PM
To: Priest, Jenny <jenny.priest@act.gov.au>
Subject: Invitation | Creative spaces symposium at Dairy Road

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Dear Jenny

You may have seen that Molonglo released details this week of [Terrestrial Urbanism](#), a month-long exhibition and program exploring the future of Dairy Road. One of the key events is [Creative Work](#), a symposium on the evening of 8 November in partnership with the University of Canberra. Speakers include Gordon Seabright ([Creative Land Trust](#), London), Michelle Tabet ([Left Bank Co](#), Sydney) and Dr Cathy Hope ([University of Canberra](#)).

The event will present an overview of space-related findings from the research the University of Canberra recently completed as part of the creative industries assessment for the ACT government, and explore innovative models that have enabled the delivery and sustainable operation of affordable creative spaces internationally that might address identified gaps locally. Our hope is that the symposium can contribute to conversations about new approaches in Canberra, including potentially at Dairy Road.

While the event is open to the public, we are directly inviting creative practitioners and representatives from government, cultural organisations and academia that we feel have an important perspective to share. I hope that you might consider joining us, including for drinks afterwards. Registration is via [this link](#).

Best wishes

A symposium in partnership with the University of Canberra exploring new models for the provision of creative space from around the world.

CREATIVE WORK

Speakers include Gordon Seabright (Creative Land Trust, London), Michelle Tabet (Left Bank Co, Sydney) and Dr Cathy Hope (University of Canberra).

Tuesday, 8 November 2022
5PM-8PM

Dairy Road
1 Dairy Road, Canberra

IG:DAIRY_ROAD
IG:MOLONGLO

DAIRYROAD.COM.AU/TERRESTRIAL-URBANISM

Terrestrial Urbanism – a month-long program and exhibition exploring the future vision for Dairy Road.

Marble in Metamorphosis – contemplating the physical and cultural life of marble. Rachel Cusk. Chris Kontos. Pre-order now.

Molonglo's business operations are certified carbon neutral by Climate Active.

From: "Weber, Cornelius" <Cornelius.Weber@act.gov.au>
Sent: 13/10/2022 9:28 AM
To: "Priest, Jenny" <jenny.priest@act.gov.au>; "Round, Jessica" <Jessica.Round@act.gov.au>; "Hassett, Glen" <Glen.Hassett@act.gov.au>
Cc: "Bromley, Guy" <Guy.Bromley@act.gov.au>
Subject: RE: Deed of Agreement Creative Industries Report UC

OFFICIAL

Hi Jenny –

So my inclusion of the Objectives for the original agreement was aimed at providing some clarity/specificity that was suggested by ACTGS.

Both Glen and Guy has reviewed this document.

The Objectives (item 2) and Outcomes (item 3) are very similar. The wording in Objectives I felt gave a bit more flexibility.

I have added that these items are from Schedule 2 for clarity.

C.

From: Priest, Jenny <jenny.priest@act.gov.au>
Sent: Thursday, 13 October 2022 12:09 AM
To: Weber, Cornelius <Cornelius.Weber@act.gov.au>; Round, Jessica <Jessica.Round@act.gov.au>; Hassett, Glen <Glen.Hassett@act.gov.au>
Cc: Bromley, Guy <Guy.Bromley@act.gov.au>
Subject: RE: Deed of Agreement Creative Industries Report UC

OFFICIAL

Hi there

I've reviewed and looks largely ok, although I have queried the clarification you have made Cornelius.

See comments in the document in WIRE that need checking.

JP

Jenny Priest
Executive Branch Manager | Business and Innovation | Economic Development
Ph [02 6207 2070](tel:0262072070) or 02 6207 2070
jenny.priest@act.gov.au
W: canberra.com.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



From: Weber, Cornelius <Cornelius.Weber@act.gov.au>

Sent: Wednesday, 12 October 2022 9:49 AM

To: Round, Jessica <Jessica.Round@act.gov.au>; Hassett, Glen <Glen.Hassett@act.gov.au>

Cc: Priest, Jenny <jenny.priest@act.gov.au>; Bromley, Guy <Guy.Bromley@act.gov.au>

Subject: Deed of Agreement Creative Industries Report UC

OFFICIAL

Jess – I have dropped the agreement document into the container **Sch 1 1.2**

This was the one I used for the legal advice. I am just keeping all the stuff for this process in the one container.

C.

From: "Bromley, Guy"
Sent: 14/10/2022 5:02 PM
To: "Priest, Jenny" <jenny.priest@act.gov.au>
Cc: "Weber, Cornelius" <Cornelius.Weber@act.gov.au>; "Hassett, Glen" <Glen.Hassett@act.gov.au>; "Lemmon, Peta" <Peta.Lemmon@act.gov.au>; "Round, Jessica" <Jessica.Round@act.gov.au>
Subject: Updated Deed of Agreement for Creative Industries Report
Attachments: Updated Deed of Agreement for Creative Industries Report

OFFICIAL

Hello Jenny,

You'll see I've drafted an email for you to send both with the original UC Creative Industries Funding Agreement and the new Deed of Agreement extending their contract and clarifying expectations around output.

In conversation with Cornelius, I understand that Caroline suggested that computing and associated services be excluded from definitions. I agree with that – I think there is a real risk of double counting with other industries e.g. cyber, professional services and diluting the core intent of any future policies/programs that ACT Government or UC might direct at the sector. As such, I have also included an explanation for the UC team on why we would wish to see that excluded.

Do let me know if all this makes sense. Will of course Teams you as requested too!

Guy

Guy Bromley | Business and Key Sectors | Business & Innovation
Chief Minister, Treasury and Economic Development Directorate
A: 220 London Circuit, Canberra City, ACT 2601
T: +61 (0) 2 620 73271 | **M:** 04 221 1111
He/him

Sch 1 1.12

Sch 1 1.12

Sch 1 1.12

Sch 1 1.12

Sch 1 1.12

Sch 1 1.12



ACT
Government

FUNDING AGREEMENT

Dated

24 JUNE 2021

Parties

AUSTRALIAN CAPITAL TERRITORY

UNIVERSITY OF CANBERRA

Title

ACT CREATIVE INDUSTRIES RESEARCH

Prepared by

Business and Innovation
Economic Development
Chief Minister, Treasury and Economic Development
Directorate
GPO Box 158
CANBERRA ACT 2601

Version

Draft version dated 10/06/2021

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate.

University of Canberra ABN 81 633 873 422, the body corporate established by section 4 of the *University of Canberra Act 1989* (ACT) of 11 Kirinari St, Bruce ACT 2617 (**Organisation**).

BACKGROUND

- A. The Organisation submitted to the Territory, the Application being a proposal for a research program on the Territory's creative industries (**Research Program**) to be jointly funded by the Organisation and the Territory.
- B. The proposed Research Program aims to conduct an environmental, social and policy assessment of the creative industries in the Territory as a necessary step in building capability in the creative industries sector in the Territory.
- C. The proposed Research Program will cost \$267,300 (incl GST) and the Territory has agreed to contribute 50 per cent of the cost at \$133,650 (incl GST) on the terms and conditions set out in this Agreement.
- D. This Agreement sets out the terms and conditions upon which:
 - (1) the Territory will provide the Funds to the Organisation; and
 - (2) the Organisation will perform the Funded Activity.

OPERATIVE PROVISIONS

1. Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement	means this agreement and includes the schedules and annexure to this agreement.
Agreement Material	means all Material which the Organisation or any of its Associates prepare, use or provide to the Territory or any of its Associates in the course of performing the Funded Activity or otherwise in connection with this Agreement and includes all Intellectual Property Rights in that material, but excludes Existing Material.
Application	means the proposal titled "ACT Creative Industries - An Environmental, Economic and Policy Assessment" submitted by, for or on behalf of the Organisation for funding for the Program in relation to the Funded Activity.

Asset	means item of tangible property purchased, leased, created or otherwise brought into existence either wholly or in part with use of the Funds.
Associate	means, in relation to a person, any officer, agent, adviser, consultant, contractor or employee of that person.
Australian Accounting Standards	refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
Business Day	means a day in the Territory that is not: <ul style="list-style-type: none"> (1) a Saturday or Sunday; (2) a public holiday for the Territory pursuant to the <i>Holidays Act 1958</i> (ACT); or (3) the 27th, 28th, 29th, 30th or 31st of December.
Claim	means any claim, action, demand, suit or proceeding (including by way of contribution or indemnity) made: <ul style="list-style-type: none"> (1) under or in connection with this Agreement; or (2) at Law or for specific performance, restitution, payment of money (including damages) or any other form of relief.
Commencement Date	means the commencement date of this Agreement set out in Item 1 of Schedule 1 .
Confidential Information	means information that: <ul style="list-style-type: none"> (1) is by its nature confidential; (2) is designated by a party as confidential; (3) is listed in Item 6 of Schedule 1, which may be added to from time to time following execution of this Agreement; or (4) a party knows, or ought to know, is confidential, but does not include: <p>information that is or becomes public knowledge otherwise than by breach of this Agreement or any other confidentiality obligations.</p>
Contact Officer	means, in relation to each party, the representative whose name and contact details are specified in Item 4 of Schedule 1 , or as notified in writing from time to time by one party to the other.
Existing Material	means any and all Material in existence prior to the date of this Agreement:

	<ul style="list-style-type: none"> (1) incorporated in, (2) supplied with, or as part of; or (3) required to be supplied with, or as part of, <p>the Agreement Material.</p>
Funded Activity	means the funded activity described in Item 1 of Schedule 2 .
Funding Period	means the period set out in Item 2 of Schedule 1 .
Funds	means the funding paid by the Territory to the Organisation under this Agreement and includes any interest accruing on that amount.
GST	has the meaning given in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST Law	has the meaning given in the GST Act.
Invoice	means an invoice that: <ul style="list-style-type: none"> (1) clearly sets out the amount that is due for payment and is correctly calculated; (2) is rendered at the times specified in Item 2 of Schedule 4 (if any) and addressed to the Territory's Contact Officer; and (3) if GST applies, complies with the requirements set out in clause 19.
Intellectual Property Rights	means: <ul style="list-style-type: none"> (1) all copyright and analogous rights; (2) all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs (whether or not registrable), confidential information (including trade secrets and know-how), circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific or artistic fields; and (3) all rights to register, rights in applications for the registration of and rights to extend or renew the registration of any of the foregoing, <p>whether created or in existence before, on or after the Commencement Date and whether existing in Australia or otherwise.</p>
Law	means:

	(1) those principles of common law and equity established by decisions of courts; and
	(2) all legislation, statutes, rules, regulations, by-laws, ordinances and subordinate legislation of the Commonwealth or the Territory.
Liability	means any debt, obligation, claim, action, cost, (including legal costs, deductibles or increased premiums) expense, loss (whether direct or indirect), damage, compensation, charge or liability of any kind (including fines or penalties), whether it is: <ol style="list-style-type: none"> (1) actual, prospective or contingent; or (2) currently ascertainable or not, and whether under or arising out of or in any way in connection with this Agreement or arising at Law.
Material	means tangible and intangible information, documents (including any document within the meaning of the <i>Evidence Act 2011</i> (ACT)), reports, software (including source and object code), inventions, discoveries, designs, innovations, technology, processes, methods, techniques, know-how, data and other materials in any media whatsoever.
Minister	means the ACT Assistant Minister for Economic Development and includes his or her successors and assigns, and the Minister's authorised delegate.
Moral Rights	has the meaning given to that term in the <i>Copyright Act 1968</i> (Cth) and includes any corresponding or similar rights granted under any other laws anywhere in the world.
Program	means the Research Program referred to in paragraphs A, B and C of the Background.
Objectives	means the objectives for the Funded Activity, as set out in Item 2 of Schedule 2 .
Organisation Contributions	means the financial or in-kind contributions (if any) specified in Item 4 of Schedule 2 .
Other Contributions	means the financial or in-kind contributions specified in Item 5 of Schedule 4 (if any) or notified from time to time under clause 7 .
Outcomes	means the outcomes for the Funded Activity, as set out in Item 3 of Schedule 2 .
Report	means a report to be provided by the Organisation under clause 11.1 .
Territory	means: <ol style="list-style-type: none"> (1) when used in a geographical sense, the

Australian Capital Territory; and

- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Material means any and all Material provided by the Territory to the Organisation for the purposes of this Agreement or which is copied or derived from that Material, except for Agreement Material.

Total Funding means the amount specified in **Item 1 of Schedule 4**.

1.2 General

In this Agreement, headings are for convenience only and do not affect interpretation, and unless the context otherwise requires:

- (1) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any determinations, notifiable instruments or other subordinate legislation issued under that legislation or legislative provision;
- (2) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (3) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (4) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Agreement;
- (5) a recital, schedule, annexure or description of the parties forms part of this Agreement;
- (6) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
- (7) a reference to any party to this Agreement, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (8) where an expression is defined anywhere in this Agreement it has the same meaning throughout;
- (9) a reference to "dollars" or "\$" is to an amount in Australian currency;
- (10) the word "include" and its derivations are not to be construed as words of limitation; and
- (11) the expression "this Agreement" includes the agreement, arrangement, understanding or transaction recorded in this Agreement.

1.3 Precedent regime

The following order of precedence applies in the event of any inconsistency, ambiguity or discrepancy between the various documents comprising this Agreement:

- (1) clauses 1 to 20 of this Agreement;
- (2) the Schedules to this Agreement; and
- (3) documents incorporated by reference in this Agreement.

2. Funding Period

This Agreement commences on the Commencement Date and, unless terminated earlier pursuant to its terms or at Law, ends on the expiry of the Funding Period.

3. Payment of Funds

3.1 Payment of Funds

Provided that the Organisation:

- (1) performs the Funded Activity; and
- (2) otherwise complies with all of the terms of this Agreement,

to the satisfaction of the Territory, the Territory will, subject to the terms of this Agreement, pay the Organisation the Funds following its receipt of an Invoice and otherwise in accordance with **Item 2 of Schedule 4**.

3.2 Suspension of Funds

- (1) Without limiting any other right or remedy of the Territory, the Territory may suspend payment of the Funds in whole or in part:
 - (a) if any Organisation Contributions or Other Contributions due to be used for the Funded Activity before the date for payment have not been used, until those Organisation Contributions or Other Contributions have been used;
 - (b) if the Organisation has not provided a Report due to be provided before the date for payment, until the Report is provided;
 - (c) subject to **clause 3.2(2)**, if a Report provided by the Organisation is not accurate or complete, until an accurate and complete replacement Report is provided;
 - (d) if the Organisation has not achieved a Milestone that was due to be achieved before the date for payment, until the Milestone is achieved;
 - (e) subject to **clause 3.2(2)**, if the Organisation has not otherwise undertaken the Funded Activity to the satisfaction of the Territory, until the Organisation remedies its performance;
 - (f) if the Organisation has not spent Funds, until the Organisation has done so; or

- (g) if the Organisation is in breach of this Agreement, until that breach is remedied.
- (2) Prior to the Territory exercising its rights under any of **clauses 3.2(1)(c)** or **3.2(1)(e)**, the Territory must notify the Organisation that the circumstances in either of those clauses (as the case may be) have arisen, and give the Organisation no less than 15 Business Days to remedy those circumstances.
- (3) Despite any suspension under this **clause 3.2**, the Organisation must continue to perform its obligations under this Agreement.

3.3 Reduction of Funds

Without limiting any other right or remedy of the Territory, the Territory may reduce the amount of any instalment of the Total Funding:

- (1) if by the date for payment of the instalment the Organisation has not spent Funds, by the amount that has not been spent;
- (2) if, in the Territory's opinion, Funds have been spent other than in accordance with this Agreement, by the amount that, in the Territory's opinion, was spent other than in accordance with this Agreement; or
- (3) if any Organisation Contributions or Other Contributions due to be used for the Funded Activity before the date for payment of the instalment have not been used, by an amount that represents the same proportion of the Total Funding as those Organisation Contributions or Other Contributions are of the total Organisation Contributions and Other Contributions.

3.4 No additional Territory Funding

The Territory is not responsible for the provision of additional funds to meet any expenditure in excess of the Total Funding.

3.5 Taxes, duties and government charges

Subject to **clause 19**, the Organisation must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

4. Performance of Funded Activity

The Organisation must:

- (1) undertake the Funded Activity to achieve the Objectives and Outcomes;
- (2) undertake the Funded Activity diligently, to a high professional standard;
- (3) comply with:
 - (a) all applicable Laws;
 - (b) any guidelines and principles specified in **Item 8 of Schedule 1**;
 - (c) any Territory policies set out in this Agreement and specific requirements agreed between the Territory and the Organisation; and

- (4) complete the Funded Activity by the end of the Funding Period.

5. Variation to Funded Activity

5.1 Variation to Funded Activity

- (1) If the Organisation wants to seek a variation to the Funded Activity, it must submit a notice to the Territory in writing setting out:
 - (a) details of the proposed variation to the Funded Activity;
 - (b) the impact the variation will have on:
 - (i) the Funded Activity budget; and
 - (ii) the Organisation Contributions and Other Contributions.
- (2) The Territory will give the Organisation a written notice accepting or rejecting the Organisation's request for a variation within 20 Business Days after receiving the request.
- (3) If the Territory accepts the Organisation's request, the parties will amend this Agreement in accordance with **clause 20.4**.

5.2 Variation to budget

Notwithstanding **clause 5.1**, the Organisation:

- (1) may vary the Funded Activity budget by re-allocating expenditure to items specified in the budget; and
- (2) is not required to seek approval for changes to the Funded Activity budget,

unless the value of an item of expenditure or quantum of the budget increases or decreases by more than 10 percent of the Total Funding.

6. Management of Funds

6.1 Use of Funds

The Organisation must use the Funds only for Funded Activity.

6.2 Separate account for Funds

The Organisation must:

- (1) deposit and hold the Funds in an account:
 - (a) in the Organisation's name, and which the Organisation solely controls; and
 - (b) with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
- (2) promptly notify the Territory of:
 - (a) the details of that account; and

- (b) any change to that account; and
- (3) maintain a separate income account within its accounting records for the purpose of accounting for, and administering, the Funds; and
- (4) identify the receipt and expenditure of the Funds separately within its accounting records to ensure, at all times, the Funds and all transactions relating to the Funds are identifiable and ascertainable.

7. Organisation's Contributions and Other Contributions

7.1 Organisation Contributions

- (1) The Organisation is responsible for securing and providing all money necessary to complete the Funded Activity, other than the Funds provided by the Territory under this Agreement.
- (2) Without limitation, the Organisation must use the Organisation Contributions for the Funded Activity as set out in **Item 4 of Schedule 4**.
- (3) If the Organisation is not able to provide the Organisation Contributions or provide them in time to enable any Funded Activity to be conducted, then the Territory may, at its absolute discretion:
 - (a) suspend payment of the Funds or an instalment of the Funds (as the case may be) until the Organisation Contributions are provided; or
 - (b) terminate or reduce the scope of this Agreement in accordance with **clause 17.3**.

7.2 Other Contributions

- (1) The Organisation must ensure that the Other Contributions are provided to the Organisation and used for the Funded Activity as set out in **Item 5 of Schedule 4**.
- (2) The Organisation must notify the Territory within 10 Business Days after entering into any arrangement (whether contractual or statutory) under which it is entitled to receive any contributions to the Funded Activity which are not specified in **Item 5 of Schedule 4**.
- (3) If the Organisation receives any contribution to the Funded Activity from the Commonwealth or a State, Territory or local government other than the Funds or contributions specified in **Item 5 of Schedule 4**, the Territory may, at its discretion reduce the Total Funding payable under this Agreement by the amount of the contribution.

8. Account and Records

8.1 Obligation to keep records

The Organisation must:

- (1) keep proper books of account and other records (**Accounts and Records**) that:

- (a) detail and document the conduct and management of the Funded Activity and all other activities undertaken by the Organisation;
 - (b) identify the receipt and expenditure of the Funds separately within the Organisation's accounts so that at all times the Funds are identifiable; and
 - (c) enables all receipts and payments related to the Funded Activity to be identified and reported in accordance with this Agreement;
- (2) ensure that its Accounts and Records are prepared in accordance with the Australian Accounting Standards, and fairly represent its operations and financial condition; and
 - (3) retain its Accounts and Records for at least 7 years following the expiration or earlier termination of this Agreement, whichever occurs first.

9. Audit and access

9.1 Access to premises

- (1) The Territory may, at reasonable times and on reasonable notice for the purpose of auditing the Organisation's compliance with this Agreement and to otherwise ensure the financial and operational capacity of the Organisation to continue to perform its obligations under this Agreement, enter the Organisation's premises and inspect its Accounts and Records.
- (2) The Organisation must:
 - (a) give the Territory access to those facilities and such assistance as may reasonably be required to enable the Territory to conduct an audit under **clause 9.1(1)**; and
 - (b) permit the Territory, at its own cost, to take copies of any Accounts and Records which the Territory, acting reasonably, considers relevant to its audit.

9.2 Territory's Auditor-General

The Territory's rights under **clause 9.1** do not derogate from any of the rights of the Territory's Auditor-General at Law and may be exercised by:

- (1) any agent, employee or contractor appointed by the Territory;
- (2) the Territory's Auditor-General;
- (3) delegate of the Auditor-General; or
- (4) any other relevantly qualified person engaged by the Territory to perform any functions of the Auditor-General.

10. Steering Committee

- (1) The Territory and the Organisation must establish a joint steering committee within 10 days of the Commencement Date (**Steering Committee**).
- (2) The Steering Committee will be comprised of:
 - (a) 2 representatives of the Territory, namely:
 - (i) the Executive Branch Manager of Business and Innovation; and
 - (ii) the Executive Branch Manager of artsACT;
 - (b) 3 representatives of the Organisation, namely:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED] (or another member of NATSEM as required).
- (3) The composition of the Steering Committee may be altered by the mutual agreement of the parties in writing.
- (4) The role and responsibilities of the Steering Committee include:
 - (a) to oversee and guide the implementation of this Agreement, with particular regard to the finalisation of the design and implementation of the Program; and
- (5) The Steering Committee must meet at least on contract signing, at mid-program review and on submission of final report.

11. Reports

11.1 Reports

The Organisation must provide written reports to the Territory in the manner and at the times specified in **Item 1 and Item 2 of Schedule 3** to report in relation to the outcome of the Funded Activity and the expenditure of the Funds.

11.2 Provision of reports

- (1) If the Organisation does not provide the reports to the Territory within the timeframe specified in **Item 1 and Item 2 of Schedule 3**, or the reports are not satisfactory to the Territory, the Territory will advise the Organisation of this in writing and require those issues to be satisfactorily addressed within 30 days of the date of the notice (**Reporting Notice**).
- (2) If the Territory is not satisfied with the Organisation's response to the Reporting Notice, in the Territory's sole discretion, the Territory may, without limiting any of its other rights under this Agreement or at Law, reduce or suspend payment of the Funds or terminate this Agreement.

11.3 Other notifications

The Organisation must keep the Territory reasonably informed about all matters that are likely to materially or adversely affect the timing, scope or cost of the Funded Activity or the Organisation's ability to carry on the Funded Activity in accordance with this Agreement.

12. Ownership and use of Material

12.1 Ownership of Material

- (1) Subject to this **clause 12**, ownership of all:
 - (a) Agreement Material vests on its creation in the Organisation;
 - (b) Territory Material remains vested in the Territory.
- (2) Nothing in this **clause 12** affects the ownership of, including any Intellectual Property Rights in, any Existing Material of the Territory or the Organisation.

12.2 Licence to Territory

- (1) Subject to **clauses 12.2(2)** and **15**, the Organisation grants to the Territory, or must arrange the grant to the Territory of, a worldwide, irrevocable, non-exclusive, royalty-free licence to use the Agreement Material and the Organisation's Existing Material for the purposes of reporting on, evaluating, monitoring, communicating and publicising the Funded Activity.
- (2) For the purpose of this **clause 12.2**, "use" means:
 - (a) the reproducing, communicating to the public, adapting, storing, modifying and copying of the Agreement Material and the Organisation's Existing Material,

but does not include the right, without the prior written consent of the Organisation, for the Territory to:

 - (b) use (or permit any third party to use) any logo, design, trademark or business name of the Organisation; or
 - (c) use Agreement Material or the Organisation's Existing Material for the primary purpose of making financial gain or advantage.

12.3 Licence to the Organisation

The Territory grants to the Organisation a limited, non-exclusive, royalty-free licence (including a right to sub-licence) to use, copy and reproduce Territory Material and the Territory's Existing Material for the purpose of undertaking the Funded Activity and complying with the Organisation's obligations under this Agreement.

12.4 Moral Right

The Organisation must, unless otherwise agreed in writing with the Territory in relation to a particular case, procure from every person who is an author for the purposes of Part IX of the *Copyright Act 1968* (Cth) of Material forming part of

the Agreement Material, a written consent which is valid and effective under the *Copyright Act 1968* (Cth) and signed by that person by which that person irrevocably and unconditionally consents to the Territory and its Associates, any person nominated or authorised by the Territory and the Organisation and its Associates (**Beneficiaries**):

- (1) using, disclosing, reproducing, transmitting, exhibiting, communicating, adapting, publishing or otherwise exercising its rights in relation to the Material anywhere in the world in whatever form any of the Beneficiaries thinks fit (including the making of any distortions, additions or alterations to the Material or any adaptation thereof, or to any part of the Material in a manner which, but for the consent, infringes or may infringe that person's Moral Rights in the Material); and
- (2) taking any action referred to in **clause 12.4(1)** without making any identification of the author of the Material.

12.5 Sale or disposal

If the Organisation sells or otherwise disposes of an Asset during the Funding Period, the Territory, at its discretion:

- (1) is entitled to recover from the Organisation the proportion of the value of the Asset following depreciation calculated as at the date of sale or disposal which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds; or
- (2) is entitled to recover from the Organisation the proportion of the market value of the Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds.

13. Acknowledgement of Funding

13.1 Acknowledgement of Territory support

- (1) The Organisation must, in relation to the Funded Activity:
 - (a) acknowledge the support of the Territory in any public event, media release or media coverage; and
 - (b) include an acknowledgement in the form set out in **Item 5 of Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising produced or created, or caused to be produced or created by the Organisation and which are made available to the public.
- (2) Notwithstanding **clause 13.1(1)**, the Territory reserves the right to publicise and report on the rewarding of the Funds, and may do this by, amongst other means, including the Organisation's name, the amount of the Total Funding and the title and a brief description of the Funded Activity in media releases and general announcements about the Program.

13.2 Other obligations

The Organisation must:

- (1) in relation to the material referred to in **clause 13.1(1)**, promptly provide to the Territory:
 - (a) if requested by the Territory in sufficient time, a draft of the material prior to publishing or printing; and
 - (b) a copy of that material as published or printed; and
- (2) on reasonable notice, invite the Minister to participate in any public event (including the opening of any facility), media release or media coverage related to the Funded Activity.

14. Insurance

The Organisation must effect and maintain for the Funding Period:

- (1) all insurance coverage required to be effected by it by Law;
 - (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 3(1) of Schedule 1** in respect of each occurrence; and
 - (3) any other insurance specified in **Item 3(2) of Schedule 1**,
- and must (if requested) produce evidence of that insurance.

15. Confidential Information

15.1 Prohibition on disclosure

Subject to **clause 15.3**, the Territory and the Organisation must not, without the prior written consent of the other party, disclose the other party's Confidential Information to a third party.

15.2 Conditions of approval

In giving written consent to use or disclose a party's Confidential Information, that party may impose such conditions as it thinks appropriate in all the circumstances.

15.3 Exceptions to obligations

The obligations of each party under **clause 15.1** will not be taken to have been breached to the extent that the Confidential Information of the other party:

- (1) is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (2) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of activities related to this Agreement;
- (3) is disclosed by the Territory to the Minister;
- (4) is shared within the Territory, or with another Territory agency, where this serves the Territory's legitimate interests; or
- (5) is in the public domain other than by a breach of this Agreement.

15.4 Return of Confidential Information

On the expiry or termination of this Agreement, each party must promptly return all of the other party's Confidential Information in a form reasonably requested by the other party. Alternatively, if requested by the other party, a party must destroy such items in the manner specified and promptly certify in writing that it has done so.

16. Subcontracting

- (1) The Organisation must notify and liaise with the Territory as soon as practicable if it intends to subcontract the performance of any of its obligations under this Agreement including any aspects of the Funded Activity.
- (2) The Organisation must ensure that any subcontractor complies with all Laws and:
 - (a) clause 9 (Audit and access);
 - (b) clause 14 (Insurance); and
 - (c) clause 20.2 (Conflict of interest).
- (3) Notwithstanding **clause 16(1)**, the Organisation remains fully responsible for undertaking the Funded Activity and performing its obligations under this Agreement even if the Organisation subcontracts any aspect of the Funded Activity and or the performance of all of the Organisation's obligations under this Agreement.

17. Termination

17.1 Termination for default

The Territory may terminate this Agreement at any time by written notice to the Organisation if:

- (1) the Territory is satisfied that any statement made in the Application is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the provision of funding under this Agreement; or
- (2) the Organisation:
 - (a) fails to undertake the Funded Activity diligently and in a timely manner, having regard to any timeframes specified in this Agreement;
 - (b) commits any serious or persistent breach of this Agreement;
 - (c) engages in fraud, collusion or dishonest conduct in performing its obligations under this Agreement; or
 - (d) commits any other breach of this Agreement, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory (which

must be a reasonable period having regard to the nature of the breach); or

- (ii) is not capable of being remedied.

17.2 Consequences of termination for default

If this Agreement is terminated pursuant to **clause 17.1**:

- (1) the Organisation must comply with **clause 18**;
- (2) the Territory will not be liable to pay any compensation or other money to the Organisation except as expressly provided for in this Agreement; and
- (3) the rights and obligations of the parties under this Agreement will cease except for:
 - (a) any obligations arising or rights accrued as a result of a breach of this Agreement existing prior to termination; and
 - (b) any obligations which are expressed to survive termination of this Agreement or by their nature continue in accordance with this Agreement.

17.3 Termination with cost and reduction in scope

- (1) The Territory may, at any time, and for any reason, by providing 30 days' written notice to the Organisation, terminate this Agreement or reduce the scope of this Agreement without prejudice to the rights, liabilities or obligations of either party accruing prior to the date of termination.
- (2) On receipt of a notice of termination or reduction in scope under **clause 17.3(1)**, the Organisation agrees to:
 - (a) stop or reduce the performance of its obligations as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination or reduction in scope;
 - (c) continue performing any part of the Funded Activity or this Agreement not affected by the notice if requested to do so by the Territory; and
 - (d) comply with its obligations under **clause 18** or otherwise deal with any such Funds as the Territory may direct in writing.
- (3) If there is a reduction in scope under this **clause 17.3**, the Territory's liability to pay any part of the Funds will, in the absence of the written agreement of the parties to the contrary, abate proportionately to the reduction in the Organisation's obligations under this Agreement.
- (4) Where the Territory terminates this Agreement under this **clause 17.3**, the Territory will be liable only to:
 - (a) pay any part of the Funds due and owing to the Organisation under this Agreement at the date of the notice; and

- (b) reimburse any reasonable and substantiated expenses the Organisation unavoidably incurs that relate directly and entirely to the termination of this Agreement.
- (5) The Territory's liability to pay any amount under this **clause 17.3** is subject to the Organisation's compliance with this Agreement.

17.4 No prejudice

Nothing in this **clause 17** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

18. Repayment of Funds

18.1 Repayment of unacquitted Funds

At the end of the Funding Period or termination of this Agreement, the Organisation must, unless otherwise required under this Agreement, within 30 days:

- (1) provide the Territory with a statement of expenditure for the Total Funding; and
- (2) promptly repay to the Territory any or all of the Funds that remain unacquitted.

18.2 Meaning of unacquitted Funds

For the purposes of **clause 18.1(2)**, the Funds remain unacquitted if:

- (1) they are not spent or contractually committed to be spent for the Funded Activity in accordance with this Agreement; or
- (2) they have been spent in breach of this Agreement.

19. GST

19.1 Definitions

In this **clause 19**, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law, have the same meaning as in the GST Law.

19.2 Consideration GST exclusive

Unless otherwise expressly stated, all sums payable or consideration to be provided under this Agreement are exclusive of GST.

19.3 Payment of GST

If GST is payable by a party (**Supplier**) on any Taxable Supply made under this Agreement, the party which is the recipient of the Taxable Supply (**Recipient**) will pay to the Supplier an amount equal to the GST payable on the Taxable Supply.

19.4 Timing of GST payment

The Recipient will pay the amount referred to in **clause 19.3** in addition to and at the same time that the consideration for the Taxable Supply is to be provided under this Agreement.

19.5 Tax Invoice

- (1) The Supplier must deliver a Tax Invoice or an Adjustment Note (as the case may be) to the Recipient before the Supplier is entitled to payment of an amount under **clause 19.3**.
- (2) The Recipient can withhold payment of the amount until the Supplier provides a Tax Invoice or an Adjustment Note, as appropriate.

20. General

20.1 No assignment

The Organisation must not assign the whole or any part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

20.2 Conflict of interest

- (1) The Organisation warrants that at the date of this Agreement no conflict of interest exists or is likely to arise in the performance of the Funded Activity or its other obligations under this Agreement.
- (2) If a conflict or risk of a conflict of interest arises during the Funding Period, the Organisation must notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk of a conflict of interest.
- (3) For the purpose of this **clause 20.2**, "conflict of interest" means having an interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with the Organisation's ability to perform its obligations under this Agreement fairly, objectively and independently.

20.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Organisation or its Associates as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose, and the Organisation must not represent itself, and must ensure its Associates do not represent themselves, as being employees, partners or agents of the Territory.

20.4 Variation to Agreement

No amendment or variation of this Agreement is valid or binding on a party unless made in accordance with the provisions of this Agreement or otherwise in writing executed by both parties.

20.5 Entire agreement

This Agreement comprises the entire agreement between the parties about its subject matter and supersedes any prior representations, negotiations, writings, memoranda and agreements on that subject matter.

20.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

20.7 No waiver

- (1) Failure or omission by either party at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that party may have in respect of that provision.
- (2) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (3) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

20.8 Compliance with laws and governing law

This Agreement is governed by and construed in accordance with the Law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. Each party must comply with the Laws from time to time in force in the Territory in performing its obligations under this Agreement.

20.9 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent; or
- (3) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgement of receipt by any means;
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (c) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (3) occurring.

20.10 Survival of clauses

- (a) All provisions of this Agreement which, expressly or by implication from their nature, are intended to survive rescission, termination or expiration of this Agreement will survive the rescission, termination or expiration of this Agreement, including any provision in connection with:
 - (i) confidentiality;
 - (ii) intellectual property rights;
 - (iii) any obligation to make any Accounts and Records available to the Territory;
 - (iv) any indemnity, release or financial security given under this Agreement;
 - (v) any limitation on liability; and
 - (vi) any right or obligation arising on termination or expiry of this Agreement.
- (b) No provision of this Agreement which is expressed to survive the termination, rescission or expiration of this Agreement will prevent any other provision of this Agreement, as a matter of interpretation, also surviving the termination, rescission or expiration of this Agreement.
- (c) No right or obligation of any party will merge on completion of any transaction under this Agreement. All rights and obligations under this Agreement survive the execution and delivery of any transfer or other document which implements any transaction under this Agreement.

Schedule 1 – Agreement Details

Item 1. Commencement Date <i>See clauses 1.1 and 2</i>	The date of the execution of the Agreement.
Item 2. Funding Period <i>See clauses 1.1 and 2</i>	12 months commencing on the Commencement Date of the Agreement.
Item 3. Insurance requirements <i>See clause 14</i>	(1) Public Liability Insurance: \$20 million for any one occurrence and in the annual aggregate. (2) Other insurance: not applicable.
Item 4. Contact Officers <i>See clauses 1.1 and 22.9</i>	<p>For the Territory: Glen Hassett Senior Director Business and Industry Capability</p> <p>Postal address: Business and Innovation Chief Minister, Treasury and Economic Development Directorate GPO Box 158 CANBERRA ACT 2601 Email: glen.hassett@act.gov.au</p> <p>For the Organisation: [REDACTED] [REDACTED] [REDACTED]</p> <p>Postal address: 11 Kirinari St, Bruce ACT 2617 [REDACTED]</p>
Item 5. Form of Acknowledgement <i>See clause 13</i>	[ACT Government logo] Supported by funding from the ACT Government.
Item 8. Guidelines and principles <i>See clause 4</i>	Not applicable.

Schedule 2 – Funded Activity

1. Description (clause 1.1)

The Organisation must conduct an environmental, social and policy assessment of the creative industries in the ACT.

The purpose of this research is to identify the current state, scope and potential of the creative industries in the ACT to identify the ACT's competitive advantage and future opportunities for, and constraints to, growing jobs in this sector.

The Organisation shall achieve this through a sector-leading, interdisciplinary model of research and analysis, incorporating extensive and inclusive consultation with the ACT creative industries - including First Nations practitioners - to inform policy development, sector uplift and resilience.

Along with a comprehensive assessment of the ACT creative industries the Organisation will produce a sector map that (i) provides a platform for rich, longitudinal sector data collection and analysis to reveal sectoral strengths, gaps, complexities and opportunities; (ii) lays the foundations for a multi-use 'map' interface as a capacity-building resource for industry, government and community and (iii) innovates knowledge generation for Canberra's creative industries to position the ACT as a national and international sector leader.

2. Objectives (clauses 1.1 and 4(1))

The following objectives are expected:

- (1) Produce a shared working definition of 'creative industries' for the Territory (incorporating consideration of the United Nations Educational, Scientific and Cultural Organisation (**UNESCO**) definition and classifications).
- (2) Provide a comprehensive environmental scan of the ACT creative industries within the context of relevant city and state level strategies and policies at a national and broader international level.
- (3) Provide a first phase environmental scan on available data about First Nations participation in the creative industries in the Territory within the context of relevant city and state level strategies and policies.
- (4) Quantify the economic benefits of the ACT creative industries.
- (5) Create a prototype interactive data visualisation map of the ACT Creative Industries for ongoing development and use as a research tool and public interface for the creative industries.
- (6) Provide recommendations about the Territory's unique competitive advantage, development pathways and options for jobs growth.
- (7) Establish a dedicated partnership between the Territory and the Organisation that would support future joint activities and potential co-investments.

3. Outcomes (clauses 1.1 and 4(1))

(1) ACT Creative Industries Environmental Scan

- (a) ACT working definition of the creative industries that is inclusive of the arts, cultural and creative sectors (aligning with UNESCO definitions).
- (b) Identification of the industry/occupations (including, where possible, embedded creatives) in the ACT creative industries, and the corresponding classifications for, and gaps in, ongoing data collection.
- (c) Analysis of First Nations participation in the ACT creative industries.
- (d) Identification of the unique competitive advantage of the ACT creative industries.
- (e) Recommendations about opportunities for jobs growth in the ACT creative industries and for strengthening the ACT creative economy more broadly.

(2) Creative industries map prototype design and development

- (a) Phase 1 data repository and mapping prototype that enables longitudinal sector data collection and analysis with capacity for Phase 2 public interface.
- (b) Website to serve as a platform and interface for the map prototype.

4. Project timeframe

- (1) The Organisation must commence the Funded Activity within one month of the signing of the Agreement.
- (2) The Organisation must progress the Funded Activity in accordance with the timeframe below:

Description	Timeframe (from commencement)
ACT Environmental Scan	4 Months
Scan of First Nations creative industries	4 Months
Input/Output analysis to estimate secondary costs	2 Months
Benefit analysis	3 Months
Focus groups in the ACT	3 Months
Import and analysis of focus group data	1 Month
Interviews and supplementary surveys	3 Months
Analysis of survey data	1 Month
Triangulation of qualitative and quantitative data	1 Month
Drafting and finalising report	1 Month
ACT Creative Industries Sector Map design, development and trial	5 Months
Total	5 Months

Schedule 3 – Reporting

1. Research report (clause 11.1)

- (1) The Organisation must provide a research report within five months from commencement of the Funded Activity.
- (2) The research report must be delivered in a format accepted by the Territory, including a version for public release.
- (3) The research report must include findings from the following:
 - (a) Environmental Scan
 - (b) First Nations Environmental Scan
 - (c) Input/Output Analysis
 - (d) Benefit Analysis
 - (e) Focus Groups
 - (f) Interviews
 - (g) Sector Map
 - (h) Conclusions and recommendations (if any) arising from the Funded Activity

2. Financial report (clause 11.1)

- (1) The Organisation must provide a financial statement of receipts and expenditure in respect of the Funds for the entire Funded Activity, and be accompanied by statement made by the Organisation's Deputy Vice-Chancellor Research Innovation that the statements of receipts and expenditure are fair and true, and based on proper accounts and records.
- (2) The Organisation must provide the financial report within 30 days after:
 - (a) the delivery of the research report;
 - (b) the end of the Funding Period; or
 - (c) the termination of this Agreement,whichever occurs first.

Schedule 4 – Funding

1. Total Funding (clause 1.1)

Subject to this Agreement, the total amount of funding payable by the Territory under this Agreement is \$133,650 (inclusive of GST).

2. Payments (clauses 1.1 and 3)

Subject to this Agreement, the Territory will pay the Total Funding to the Organisation in instalments as set out in the table below.

No.	Payment criteria / milestone	Due date	Instalment (Incl GST)
1.	100% of Territory funding component	On signing of the Agreement	\$133,650
2.	100% of Organisation funding component (September 13, 2021)	13 September 2021	\$133,650

3. Invoicing requirement (clauses 1.1 and 3)

Except if otherwise stated in this Agreement, the Funds are payable within 30 days of receipt by the Territory of an Invoice.

4. Organisation Contributions (clauses 1.1 and 7)

Contribution description	Contribution
Cash contribution	\$133,650 (incl GST)

5. Other (Partner) Contributions (clauses 1.1 and 7)

Contribution description	Contribution
Partner name	
Cash contribution	
Staff contribution (in-kind)	
Non-Staff contribution (in-kind)	

Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

Sch 2.2(a)(ii)

Signature of Territory delegate

JENNY PRIEST

Print name

Sch 2.2(a)(ii)

Signature of witness

Kalsang Tsering

Print name

SIGNED for and on behalf of UNIVERSITY OF CANBERRA ABN 81 633 873 422 in the presence of:

Sch 2.2(a)(ii)

Signature of authorised officer

Print name and position

Sch 2.2(a)(ii)

Signature of witness

[Redacted signature and name]

Print name

From: [REDACTED]
Sent: 28/07/2022 1:52 PM
To: "Hassett, Glen" <Glen.Hassett@act.gov.au>; "Weber, Cornelius" <Cornelius.Weber@act.gov.au>
Cc: [REDACTED] "Priest, Jenny" <jenny.priest@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>
Subject: RE: ACT Creative Industries Report

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Great thanks
Glen. The

Report also needs to meet, if and where it can, the other agenda - informing directions about economic and other investment in those other non-arts areas of the creative industries, and at the intersection of the knowledge economy.

Looking forward to catching up about this and to producing a strong, useful document for all!

Cheers,

[REDACTED]

Sent from [Mail](#) for Windows

From: [Hassett, Glen](#)
Sent: Thursday, 28 July 2022 1:46 PM
To: [REDACTED]; [Weber, Cornelius](#)
Cc: [REDACTED]; [Priest, Jenny](#); [Bromley, Guy](#)
Subject: RE: ACT Creative Industries Report

OFFICIAL

Hi [REDACTED]

Yes thank you for your message and for thinking this through. Yes it is important now that the end product for the Creative Industries Environment Scan is complimentary to the new *Canberra: Australia's Arts Capital –Arts, Culture and Creative Policy 2022–2026*, effectively providing a supportive evidence base for the directions the policy sets. I've emailed senior leaders today on the directions we discussed and we will come back to UC through an exchange of correspondence to provide an extension and agreed terms. We agree that we need to sit down together with key leaders to get final agreement on the requirements to complete the project noting that Jason Bainbridge is on leave for the next month.

It was nice to see you on Tuesday [REDACTED]

Glen

From: [REDACTED]
Sent: Thursday, 28 July 2022 11:34 AM
To: Hassett, Glen <Glen.Hassett@act.gov.au>; Weber, Cornelius <Cornelius.Weber@act.gov.au>
Cc: [REDACTED]
Subject: ACT Creative Industries Report

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Hi Glen and Cornelius,

The Arts

Policy was released this morning and it has made me reflect that our Report was trying to address two agendas for the ACT Government, UC and the creative industries - informing arts policy and economic analysis - which can complement but can also conflict, and which is a key difficulty with the broad-brush creative industries approach. Recognising and determining ways to address this within the document will help to remove confusion and mixed messaging, reduce size, and help us to simplify, clarify and flesh out discussions for both agendas.

Cheers,

[Redacted]

[Redacted]

Faculty of Arts and Design
University of Canberra ACT 2601 | Room 9C13 |

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From: [REDACTED]
Sent: 01/07/2022 12:23 PM
To: "Bromley, Guy" <Guy.Bromley@act.gov.au>
Cc: [REDACTED]
Subject: Creative industries research contract and acquittal

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Hi Guy,
Thanks for

the excellent meeting yesterday and sorry for your 'Eamon' loss. 😞

We received notice today from UC Finance that acquittal for the project is currently due on 24 July 2022, and I think the contract ended on 23 June 2022. Let us know how you would like to proceed with this in light of the August delivery of the First Nations Roundtables and the need to work in partnership with ACT Government to reconfigure the report and ensure best outcomes for all. While we didn't discuss a timeframe, I would think that the consultation process within ACT Government and then between ACT Government and then UC, then the rewrite with potential additional material (and removal of other material), then ACT Government final review and then design phase will take some time. Happy to discuss this via email or over the phone.

Cheers,

[REDACTED]

[REDACTED]
Faculty of Arts and Design
University of Canberra ACT 2601 | Room 9C13 |



IT ALL STARTS WITH YOU

Mid-year entry at Canberra's #1 uni for graduate employment

15/07/2022

The Ngunnawal people are the Traditional Custodians of the ACT where UC's Bruce Campus is situated and are an integral and celebrated part of UC's culture. We also acknowledge other First Nations Peoples.

Australian Government Higher Education Registered Provider (CRICOS) #00212K [Email Disclaimer](#)

[f](#) [t](#) [i](#) [in](#) [v](#) [canberra.edu.au](#)

From: [REDACTED]
Sent: 16/05/2022 9:05 AM
To: "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>; "Fulton, CarolineM" <CarolineM.Fulton@act.gov.au>; "Ching, Mia" <Mia.Ching@act.gov.au>
Cc: [REDACTED]
Subject: ACT Creative Industries Research Steering Committee: Reminder: Final Report Feedback

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Hi
Everyone

Just a reminder we will be moving into the design phase of the Creative Industries Report from this Friday the 20th May.

If you do have any further feedback can you please let us know by or before this Friday and we will incorporate it into the Report.

Best
[REDACTED]

[REDACTED]
 Faculty of Arts & Design | University of Canberra
 Building 20, Level B, Room 4 | [REDACTED]
 11 Kirinari St, Bruce ACT 2617



IT ALL STARTS WITH YOU

Mid-year entry at Canberra's #1 uni for graduate employment

15 AUG 2022

The Ngunnawal people are the Traditional Custodians of the ACT where UC's Bruce Campus is situated and are an integral and celebrated part of UC's culture. We also acknowledge other First Nations Peoples.

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[f](#) [t](#) [i](#) [in](#) [v](#) [canberra.edu.au](#)

From: "Burkevics, Debbie" <Debbie.Burkevics@act.gov.au>
Sent: 04/05/2022 9:52 AM
To: "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>
Cc: "Ching, Mia" <Mia.Ching@act.gov.au>; "Fulton, CarolineM" <CarolineM.Fulton@act.gov.au>; "Withag, Femke" <Femke.Withag@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>
Subject: RE: Creative Industries Draft Report Commentary
Attachments: Feedback dot points Creative Canberra.docx

Hi Ash,

Apologies that it has taken a while to get back to your team with comments.

We absolutely agree with the comment that Eamon made below. I was very underwhelmed with the report.


Femke and I have some specific feedback in the attached document. I was looking at it from a mostly quantitative data perspective – happy to have a chat if you have any questions!

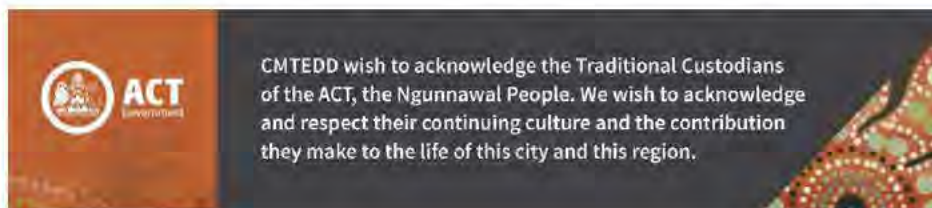
Cheers

Deb

Debbie Burkevics | Assistant Director, Arts Policy

She/her

Phone: 02 6207 5970 | www.arts.act.gov.au | Follow us on [Twitter](#)  @artsact1
artsACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Level 3, 220 London Circuit, Canberra City ACT 2601 | GPO Box 158, Canberra ACT 2601



Artwork: *Together*, 2019 (detail)
by **Selina Walker**

From: Fulton, CarolineM <CarolineM.Fulton@act.gov.au>
Sent: Tuesday, 12 April 2022 3:10 PM
To: Ritchie, Eamon <Eamon.Ritchie@act.gov.au>; Balaretnaraja, Ash <Ash.Balaretnaraja@act.gov.au>; Bromley, Guy <Guy.Bromley@act.gov.au>; Ching, Mia <Mia.Ching@act.gov.au>; Burkevics, Debbie <Debbie.Burkevics@act.gov.au>
Cc: Raupach, Alex <Alex.Raupach@act.gov.au>
Subject: RE: Creative Industries Draft Report Commentary

OFFICIAL

Thanks Eamon – I'm only 20 pages in after a few attempts.

I know Deb has some comments/concerns with the data so really useful and helpful to see what you have identified.

Cheers

C

From: Ritchie, Eamon <Eamon.Ritchie@act.gov.au>

Sent: Tuesday, 12 April 2022 2:29 PM

To: Balaretnaraja, Ash <Ash.Balaretnaraja@act.gov.au>; Bromley, Guy <Guy.Bromley@act.gov.au>; Fulton, CarolineM <CarolineM.Fulton@act.gov.au>; Ching, Mia <Mia.Ching@act.gov.au>

Cc: Raupach, Alex <Alex.Raupach@act.gov.au>

Subject: Creative Industries Draft Report Commentary

OFFICIAL

Hi All,

I've finally got through the body of the draft report. Attached to this is my annotated version. Hopefully going this will help you to get through it with more ease than just reading the thing cover to cover.

A couple of points that I'll flag at the outset:

1.

Sch 2.2(a)(xvi)

2.

Hopefully you can all get some time on this over the next week or so. We should get back to them with something as soon as practicable.

Happy reading!

Eamon

Eamon Ritchie | a/g Director | Business & Innovation

Economic Development Division | ACT Govt Chief Minister, Treasury and Economic Development Directorate

220 London Circuit, Canberra City 2601, ACT

T: +61 (0) 2 620 58761 M: +61 (0) 420 553 431

E: eamon.ritchie@act.gov.au

My pronouns are he/him

Sch 2.2(a)(xvi)

Sch 2.2(a)(xiv)

Sch 2.2(a)(xvi)

From: "Harrap, Oliver" <Oliver.Harrap@act.gov.au>
Sent: 08/04/2022 12:21 PM
To: "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Moore, Carter" <Carter.Moore@act.gov.au>
Cc: "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>
Subject: RE: First Nations Participation in the ACT Creative Industries

OFFICIAL

Thanks Guy – we already finalised the DLO request back to Minister Cheyne’s office as it had to start going through clearance last Friday 1st – CMTEDD2022/1012 refers but I’ve copied what we said below. We just said “Economic Development” as we weren’t sure whether your team or Arts ACT had the lead relationship with the faculty, but in any case if collective we are in contact with them that should satisfy and close this DLO request, whilst of course continuing to brief the office on developments as appropriate. FYI the new overarching UC Strategic Agreement only just commenced discussions this week and is expected to be a multi month project, so in due course may reference creative collaboration as part of the totality of ACTG engagement with UC.

Cheers,

Oliver

- *Economic Development has reached out to [REDACTED] through several forms of communication, but as of 31 March 2022, has not received a response. Economic Development will continue to follow up with Ms Hinton.*
- *Economic Development is in regular contact with the University of Canberra’s (UC) Faculty of Arts and Design. Currently, the [REDACTED] is leading a research project on the creative industries sector in Canberra which has recently delivered its draft final report.*
- *Engagement with the creative industries sector will be important in the delivery of the “CBR Switched On” vision recently announced by the Chief Minister. The focus will include but won’t be limited to, fostering innovation, attracting, improving community wellbeing and developing, and retaining a highly skilled workforce.*
- *Economic Development’s Tertiary Education team has also commenced preliminary discussions with UC on a new Strategic Agreement with the ACT Government. This agreement will look to establish shared, strategic priorities and drive activity across a range of economic, social, and wellbeing goals.*

From: Bromley, Guy <Guy.Bromley@act.gov.au>
Sent: Wednesday, 6 April 2022 4:03 PM
To: Moore, Carter <Carter.Moore@act.gov.au>; Harrap, Oliver <Oliver.Harrap@act.gov.au>
Cc: Balaretnaraja, Ash <Ash.Balaretnaraja@act.gov.au>; Ritchie, Eamon <Eamon.Ritchie@act.gov.au>; Raupach, Alex <Alex.Raupach@act.gov.au>
Subject: FW: First Nations Participation in the ACT Creative Industries
Importance: High

OFFICIAL

Carter, Oliver

Re the Ministerial we discussed last week, I’m not sure I’m going to be able to get through to [REDACTED], who contacted the Minister’s office. I think it might be good to say that we:

- Spoke with [REDACTED] in which [REDACTED]
- As a matter of course, [REDACTED] follow-up with all participants in a UC VC hosted workshop including Minister Cheyne;
- Underscore the close partnership between the UC Faculty of Arts & Design and EDD, particularly through the creative industries study

Ash, Alex, Eamon

To note Jason's commentary around First Nations delivery and contractual agreements, I don't think this differs from what we understood when we met last, but I wanted to make sure I was sharing the latest re the Creative Industries Study. Eamon is furthest along in reviewing this...

Guy

Guy Bromley | Business & Innovation | T: +61 (0) 2 620 73271

From: [REDACTED]
Sent: Wednesday, 6 April 2022 2:58 PM
To: Bromley, Guy <Guy.Bromley@act.gov.au>
Subject: Re: First Nations Participation in the ACT Creative Industries
Importance: High

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Guy,

Thanks for reaching out and I will be keen to hear your response after you have read through the draft report.

I'm also conscious that while you have been part of this process since the beginning there are some aspects/changes in the project you may be unaware of which can inform this discussion going forward.

The contract for this project has been revised to run through to 23/6 owing to COVID delays.

We are currently underway preparing a First Nations led, culturally sensitive and appropriate Phase Two roundtable which should provide some more verifiable and detailed qualitative data, working with the ACT Aboriginal and Torres Strait Islander community. Depending on when we can ultimately bring this team together, we can either deliver findings separately or integrate them back into this report, noting that June contract deadline.

With reference to the May 3 letter you mention below, that's actually what prompted the subsequent email and phone discussion with Glen Hassett about what could and couldn't be accomplished in this project without First Nations involvement and leadership – leading to the 'first phase' aim we landed on that is reflected in the final draft report. As mentioned therein, concerns over the quality of both the First Nations quant and qual data available, the easing of COVID restrictions and a genuine commitment by our team to ensuring better representation in this project, has prompted us to move on phase two as soon as we can.

With reference to your point on First Nations' participation 'growth opportunities' that should be clear in the report draft but we can certainly draw them out in more detail if needed, just let us know. I would anticipate further and more detailed opportunities coming through phase two as well. It's probably also worth mentioning that the Steering Committee did ask us to provide 'findings' rather than 'recommendations' which was a change away from the original contract that we have adopted for the final report.

With reference to [REDACTED] email, [REDACTED] has been following up with all external stakeholders who attended the VC's virtual engagement event, including Minister Cheyne. We certainly would be keen to engage with Minister Cheyne's office outside of the Creative Industries project.

I hope this has been helpful and do reach out whenever needed. Really appreciate all of your support and delighted to be working on such a meaningful and impactful project.

Best

Faculty of Arts & Design | University of Canberra
 Building 20, Level B, Room 4 | T +61
 11 Kirinari St, Bruce ACT 2617

From: Bromley, Guy <Guy.Bromley@act.gov.au>

Date: Thursday, 31 March 2022 at 2:31 pm

To: Fulton, CarolineM <CarolineM.Fulton@act.gov.au>, Raupach, Alex <Alex.Raupach@act.gov.au>, Burkevics, Debbie <Debbie.Burkevics@act.gov.au>, Withag, Femke <Femke.Withag@act.gov.au>, Ritchie, Eamon <Eamon.Ritchie@act.gov.au>

Cc:

Subject: RE: First Nations Participation in the ACT Creative Industries

OFFICIAL

Hi

Many thanks for the session last week taking us through the executive summary of your findings and for sending through the draft report, which we'll read with interest.

I acknowledge that the environmental scan is a key component of the contract and also agree that this needed (needs) to be carried out in a sensitive and culturally appropriate manner. I'm attaching a 3 May 2021 letter from Minister Cheyne to Professor Nixon which asked:

"I would also like to see the inclusion of a specific reference to First Nations creative industries, particularly opportunities for growth in the next iteration of the proposal"

We'd really welcome the final report focusing on those growth opportunities so that this can underpin any future ACT Government response to grow the scale of First Nations creative industries.

Separately – I wondered if you might shed light on Erin Hinton's desire for closer cooperation between the UC Faculty of Arts & Design and ACT Government. Erin has recently been in contact with Minister Cheyne's office. I'm keen to reach out to her but have so far been unable to make contact. Naturally her office are keen that we do follow-up!

We will be in touch in within the next couple of weeks with feedback on the draft report. Many thanks to your and colleagues' hard work on this.

Best regards,

Guy

Guy Bromley | Business & Innovation | T: +61 (0) 2 620 73271

From: [REDACTED]
Sent: Monday, 28 March 2022 9:20 AM
To: Bromley, Guy <Guy.Bromley@act.gov.au>; Fulton, CarolineM <CarolineM.Fulton@act.gov.au>; Raupach, Alex <Alex.Raupach@act.gov.au>; Burkevics, Debbie <Debbie.Burkevics@act.gov.au>; Withag, Femke <Femke.Withag@act.gov.au>; Ritchie, Eamon <Eamon.Ritchie@act.gov.au>
Cc: [REDACTED]
Subject: First Nations Participation in the ACT Creative Industries
Importance: High

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Hi All,

Hope this finds you well.

Reviewing the draft minutes from Friday's presentation of the Executive Summary for the ACT Creative Industries Assessment report I just thought I would pick up on the discussion around the section on First Nations' participation in the interests of clarity.

Following initial discussions between Glen Hassett and myself when UC took on the project, we agreed that one of the aims of *Creative Canberra* would be to:

- Provide a first phase environmental scan on available data about First Nations participation in the creative industries in the ACT within the context of relevant city and state level strategies and policies

To that end we have gathered material on First Nations policies; provided a literature review around First Nations participation strategies, highlighting any recurrent themes; pulled available quantitative data on ACT First Nations participation and pulled together available qualitative material in the form of interview and survey responses from ACT First Nations participants, to provide a first phase environmental scan of First Nations participation in the ACT Creative Industries.

However, over the course of this research, running as it did throughout the COVID-19 pandemic, we were unable to meaningfully or in a culturally appropriate way connect with the larger ACT First Nations community, despite repeated efforts. Our concern is therefore that the qualitative data is not representative of enough of the ACT First Nations community, which is why we recommend a second phase of consultative work with the community in a follow-up roundtable or roundtables, paid for out of this project and earmarked for later this year. We will update the claims in the First Nations section once we have this data to hand.

As a way forward, I would suggest reviewing the material on First Nations participation in the report when you receive it this week. This should help clarify both the large amount of work the research team has already done, as well as our desire to treat this section with the absolute respect and attention it deserves in the form of this follow-up consultation piece.

Best

[REDACTED]

[REDACTED]

██████████
Faculty of Arts & Design | University of Canberra
Building 20, Level B, Room 4 | ██████████
11 Kirinari St, Bruce ACT 2617

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From: "Raupach, Alex" <Alex.Raupach@act.gov.au>
Sent: 30/03/2022 2:10 PM
To: "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>
Subject: Canceled: Creative Industries Study: Next Steps
Importance: High

Hi all,

This meeting is to discuss next steps on the Creative Industries study, with notes below paraphrased from Guy's update to our teams group following the presentation of the executive summary to the Steering Committee:

This meeting is about

- a) ensuring we are content that UC have delivered against contract; and**
- b) that we are clear on the division of labour between B&I and artsACT on any initial and future steps.**

= = =

The Creative Industries study meeting with UC was slightly interesting, but not terribly data driven as a presentation either from a qualitative or quantitative perspective. But I'm sure the final report will include much more by way of sources.

Slight concerns:

- **Definitions:** the mapping process has allowed for a very broad definition of creative industries. That's great because we asked for that. But how can we make sure that creative industries are cohesive enough so that we can mount relevant policy responses to foster their growth?
- **Data:** are the data sources that UC has used for desk research sufficiently up to date to be meaningful? I'd want to see much greater evidence of the kind of primary research they've done than I have so far seen, because this might help us to drill down into individual component parts of the creative industries.
- **First Nations creative industries study:** Here's the big concern. The Minister specifically asked for a deep dive into First Nations representation in the creative industries in a letter to Paddy Nixon. UC say that COVID prevented them from being able to do this part of the study, but we also agreed to an extension of the deadline by four months to allow for this (the lockdown, after all, was about 9 weeks). Because it was an unsolicited bid, they may have delivered against the letter of the contract nonetheless. Jason has suggested \$10k be set aside for this work (out of a total contract of \$267,300 of which \$133,650 contributed by ACT Govt). I suggest we do not pay the final milestone payment until this is adequately delivered, rather than just \$10,000.

Microsoft Teams meeting

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From: "Bromley, Guy"
Sent: 28/03/2022 2:45 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Connections between ACT Government and UC Faculty of Arts and Design

OFFICIAL

Hello Erin,

I left you a voicemail in relation to the email you sent to Minister Cheyne on 28 February. I apologise for the lateness of our reply – I'm afraid your email took some time to make its way through the pipes to me. I'm also copying in [REDACTED] and [REDACTED] to ensure we are aligned as we meet regularly with the faculty in relation to a major piece of work on the ACT Creative Industries which is due to conclude shortly.

In your email you said you were keen to engage further with the Minister on partnerships, and seek her further input into the faculty. Keen to hear more about that so I can feed that back to the Minister.

Doubtless you will be aware of the ACT Govt's [Statement of Ambition](#) for creative industries, arts and culture. UC is undoubtedly a major player in helping to make that ambition a reality, and so I think it's through that lens that further partnerships may best be forged.

I can be reached on either number below and would be delighted to speak any time this afternoon, assuming you are available?

Best regards,

Guy

Guy Bromley | a/g Senior Director | Business & Innovation
Chief Minister, Treasury and Economic Development Directorate
A: 220 London Circuit, Canberra City, ACT 2601 |
T: +61 (0) 2 620 73271 | **M:** +61 (0)484 774 212
He/him

From: "[REDACTED]"
Sent: 07/03/2022 2:49 PM
To: "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>; [REDACTED]
[REDACTED] "Robert.Tanton" [REDACTED] "Bromley, Guy"
<Guy.Bromley@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Raupach, Alex"
<Alex.Raupach@act.gov.au>; "Ching, Mia" <Mia.Ching@act.gov.au>; "Fulton, CarolineM"
<CarolineM.Fulton@act.gov.au>
Cc: [REDACTED] "elizabeth.nagle@act.gov.au"
<elizabeth.nagle@act.gov.au>; "Furlong, Courtney" <Courtney.Furlong@act.gov.au>
Subject: Creative Industries Project Update
Attachments: ACT Creative Industries Research Steering Committee_MINUTES_22.02.22.pdf

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Hello everyone,

As we work away on the Final Report I thought I would provide you with a brief update on next steps.

The Final Report will be made available to you all on Friday 25th March for any final feedback in a presentation between 2-4. The Report will also be accompanied by a one-page Executive Summary designed to function as a briefing for the Minister.

With the changes in personnel and composition of the steering committee throughout this project's lifespan, we have changed direction to embed the feedback you have provided to date. As such the Final Report will be submitted as a word doc with graphs and tables but no other Design Elements. We will undertake to produce the Final Designed version for public dissemination within two-three weeks of receiving any final feedback from you.

Looking forward to presenting this to you on the 25th.

Best

[REDACTED]

[REDACTED]
[REDACTED]
Faculty of Arts & Design | University of Canberra
Building 20, Level B, Room 4 | T +61 [REDACTED]
11 Kirinari St, Bruce ACT 2617



UC IS #1 IN THE WORLD FOR REDUCING INEQUALITIES

THE Impact Rankings, 2021

The Ngunnawal people are the Traditional Custodians of the ACT where UC's Bruce Campus is situated and are an integral and celebrated part of UC's culture. We also acknowledge other First Nations Peoples.

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ACT Creative Industries Research Steering Committee

MINUTES

Date:	22 February 2022
Time:	4 pm
Venue:	MS Teams
Chair:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Ash Balaretnaraja, Executive Branch Manager, Business and Innovation, ACT Government</p> <p>Guy Bromley, a/g Senior Director, Business and Innovation, ACT Government</p> <p>Eamon Ritchie, a/g Director, Business and Innovation, ACT Government</p> <p>Alex Raupach, Assistant Director, Business and Innovation, ACT Government</p> <p>Caroline Fulton, Executive Branch Manager, ArtsACT</p> <p>Mia Ching, Director, ArtsACT</p>
Secretary:	[REDACTED]
1	Acknowledgement of Country by Chair
2	Apologies: Alex, Ash, Guy
3	<p>Feedback was given by the ACT Government members of the Steering Committee on the Interim Presentation given at the last meeting held on 4 February 2022.</p> <p>Eamon advised that his comments were basically the same as those from the Caroline and Mia on the arts side. The main discussion is around how the 'recommendations' are put together with a preference for 'findings' as it gives the ability to make policy decisions based on the findings of the report.</p> <p>Caroline commented that the data work was really interesting and she could see the benefits of using it as a baseline for measuring outcomes of policy going forward. What would be useful in terms of the ACT Government undertaking policy development is that the findings are directly linked to the data analysis or survey questions, and in areas where a finding will give the Government scope to think of different solutions. Mia commented that ArtsACT has discussed the presentation and shared it with policy colleagues and Caroline's comments are the result of a whole team conversation. Caroline can provide the comments in writing if Eamon agrees.</p> <p>[REDACTED] commented that 'recommendations' were produced as that was included in the proposal. The recommendations were produced based on a combination of feedback from the community and as the proposal included recommendations. Some of the recommendations are based on statistics and some are based on the aggregate of feedback from the community on a volume of responses when asked 'what would you like to see?' and 'what are your needs and aspirations for the future?'. [REDACTED] commented that there had been a focus on the data collection which Caroline found extremely useful.</p> <p>[REDACTED] commented that it was difficult when analysing the arts space to identify using creative industries data where jobs growth could occur, even with an input/output analysis, due to the way the ABS slices its data to include data that isn't part of the creative industries. This is a reason why they went out to the community to ask where they think</p>

growth is possible. There is some input/output analysis data which, for example, shows connections between the visual arts and the agricultural industry which might be articulated in terms of jobs growth.

Eamon confirmed that the final report should have findings that link clearly to the data for the whole creative industry, not just the arts, and for the findings to be dispersed throughout the body of the report where they link to the data. [REDACTED] confirmed that will be the structure of the final report.

[REDACTED] commented that the UC team was asked to give the interim presentation to provide some data to inform processes. The interim presentation was a high-level overview and the final report will provide the evidence with a mixture of quantitative and qualitative data. The quantitative data can mask the truth of where there is growth potential or suggest that an area is healthier than it is, so a mix quantitative and qualitative data as the qualitative data sharpens the quantitative data to a level to be able to enact positive change.

Robert commented regarding the quantitative data that the ABS classifications for the creative industries are spread throughout all the classifications so the quantitative data from the survey is being used to inform. This is not just an economic analysis as there is other information feeding into the report from the survey and focus groups.

Caroline understood that one of the objectives was to take an environmental scan on available data around first nations participation in the creative industries and she wondered if that would be in the final report.

[REDACTED] commented that the first nations input into the creative industries was never going to be part of a deeper dive in this project. It is represented in the report and an important part of the creative industries sector in the ACT, but he recommended the need for follow up work that is more culturally representative of the sector.

[REDACTED] commented that first nations environmental scan was added at the last minute without extra funding needed to employ an Aboriginal and Torres Strait Islander to lead that project. The UC Reconciliation Action Plan stipulates that such projects need to be led by an indigenous person. There is a specific set of work around First Nations Policy across Australia which will be delivered as part of the project. Mia commented that the final report will contextualise this and maybe one of the findings is that it is its own unique environment requiring further investigation.

[REDACTED] commented that the UC team will consider the feedback and recommendations from today's meeting. The final report is structured to weave the qualitative and quantitative data together. He commented that this is one of the largest studies of creative industries completed in Australia and can inform further work and will be significant as a piece of work nationally.

[REDACTED] will take the comments from today's meeting and incorporate them into the development of the final report.

	<p>Caroline will contact [REDACTED] if a meeting is needed before the delivery of the final report at the meeting on Friday 25 March.</p> <p>The meeting ended at 4.40pm.</p>
4	Next Meeting: 25 March 2022 – Presentation of the Final Report

From: "Fulton, CarolineM" <CarolineM.Fulton@act.gov.au>
Sent: 14/02/2022 10:28 AM
To: "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>; "Ching, Mia" <Mia.Ching@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>
Subject: RE: Prep for UC Creative Industries Steering Committee
Attachments: artsACT feedback - UC Analysis Arts and Cultural Activities.docx

OFFICIAL

Morning all

Attached are artsACT comments on the UC analysis. Happy to discuss further.

Cheers
Caroline

From: Bromley, Guy <Guy.Bromley@act.gov.au>
Sent: Thursday, 10 February 2022 3:12 PM
To: Fulton, CarolineM <CarolineM.Fulton@act.gov.au>; Balaretnaraja, Ash <Ash.Balaretnaraja@act.gov.au>; Raupach, Alex <Alex.Raupach@act.gov.au>; Ching, Mia <Mia.Ching@act.gov.au>; Ritchie, Eamon <Eamon.Ritchie@act.gov.au>
Subject: FW: Prep for UC Creative Industries Steering Committee

OFFICIAL

This ought to help. Funding agreement and final, accepted proposal.

Guy

Guy Bromley | Business & Innovation | T: +61 (0) 2 620 73271

From: Hassett, Glen <Glen.Hassett@act.gov.au>
Sent: Tuesday, 29 June 2021 1:09 PM
To: Priest, Jenny <jenny.priest@act.gov.au>; Bromley, Guy <Guy.Bromley@act.gov.au>; Tyler, Sam <Sam.Tyler@act.gov.au>; Burkevics, Debbie <Debbie.Burkevics@act.gov.au>; Ching, Mia <Mia.Ching@act.gov.au>
Cc: Withag, Femke <Femke.Withag@act.gov.au>
Subject: RE: Prep for UC Creative Industries Steering Committee

OFFICIAL

Hi there – just forwarding relevant documents for our meeting at 1:30

Glen

Sch 1 1.2

-----Original Appointment-----

From: Priest, Jenny <jenny.priest@act.gov.au>
Sent: Wednesday, 23 June 2021 12:06 PM
To: Priest, Jenny; Priest, Jenny; Hassett, Glen; Bromley, Guy; Tyler, Sam; Burkevics, Debbie; Ching, Mia
Cc: Withag, Femke
Subject: Prep for UC Creative Industries Steering Committee

When: Tuesday, 29 June 2021 1:30 PM-2:00 PM (UTC+10:00) Canberra, Melbourne, Sydney.

Where: 220LC 3.09 (Capacity 10, Seats 6, COVID safe, Webex)

Sam will not be attending due to her Cabinet Office transition, but has recommended that Mia be invited to the initial meeting.

Meeting to brief Sam and Jenny and discuss an approach for them as the ACT Govt reps ahead of the first UC Creative Industries Steering Committee Meeting.

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UC Analysis of Arts and Cultural Activities in the ACT – artsACT Feedback

Overarching Comments

- The data split of the arts and cultural domains from the broader creative industries domains is extremely useful and will assist to inform the development of actions and KPIs under the Arts Statement of Ambition. Going forward it will provide a good baseline to measure outcomes.
- There is a preference from artsACT that the Analysis provides findings, rather than recommendations, that are strongly supported by the data. This will better assist in the development of the policy and understanding strengths and gaps.
- The recommendations as they stand (noting preference to move to findings) would benefit with further refinement and condensing, there are currently too many. There is some inconsistency in the detail provided for each of the recommendations, some are broad policy statements some are very specific actions. Some of the recommendations are considered to be a bit prescriptive of the creative process and pathways.
- One of the objectives was to undertake an environmental scan on available data about First Nations participation in the creative industries in the ACT. Will this be part of the overarching report and was it not possible to include this in the breakdown of the arts and creative domains?

Feedback on the Recommendations

Recommendation 1: Strategic investment in the arts will result in jobs growth.

- This more a statement rather than recommendation. Data about arts business growth and creative intensity would be useful in crafting a finding to support and encourage strategic investment. Are you able to extrapolate what that growth could be and is it across all art domains? How many jobs over what years?

Recommendation 2: Enabling and incentivising Artists to become Embedded Creatives will foster cross-sectoral innovation and encourage jobs growth.

- Noting that the qualitative data that indicates “some artists do not want portfolio careers’ this could use some further context to support.
- It is unclear how would this impact on individual practices and outcomes or is this being viewed as something separate.
- Need to ensure that these embedded opportunities are reciprocal and benefit the artists and their artistic practice as well as the institutions that they will serve. It may be better crafted to focus on businesses understanding the benefits of creative skills, thinking and leadership through employment of creative practitioners.
- What is meant by innovation in this context?

Recommendation 3: Invest in low-cost venues for artists informed by the concentrations of Arts practice already existing in districts across Canberra.

- Asserts that artists want the ability to occupy spaces that aren’t flash that give more autonomy. Does your data and survey information provide enough veracity to make this claim for the sector and that there is a gap in different types of spaces.

Recommendation 4: Invest in Artists and their Careers alongside investment in arts organisations and venues.

- The link to arts organisations suggests that this recommendation is about residencies. This could benefit with more analysis from the data on how supporting development of practice contributes to the economy and culture and why Government (taxpayers) should be investing in artists and creative practitioners for 2 to 3 years. What should be the expected outputs.

Recommendation 5: Value and Incentivise Artists' Portfolio Careers

- Further practical detail on 'value' and a 'suite of incentives' would be helpful. Could benefit with a more direct link to data. Could also combine with Rec 2 and 7 to have a comprehensive finding on versatile career paths.

Recommendation 6: Map the current pathways for the arts disciplines of the ACT with peak bodies and/or individuals.

- A gaps assessment may be of benefit as well as identification of current pathways. What should be the role of the sector, key organisations as well as education (tertiary and vocational) in this space.
- Potentially could result in being purely an academic exercise and won't assist in stimulating connections or creative opportunities

Recommendation 7: Embed creativity and more arts practice in the curriculum for primary and high-school students.

- Would be beneficial if this was linked to data on the benefits (jobs, health, well-being etc) of early introduction to creativity in schools and benefits of engaging with professional artists.

Recommendation 8: Through the Canberra Region Joint Organisation strengthen the creative a cultural tourism proposition.

- A finding that provides an analysis on the economic contribution that arts and cultural tourism makes to the local (and national) economy and projections of growth would assist this recommendation.

Recommendation 9: Creation of a digital portal/'front door' to reduce barriers for artists looking to engage in projects, source funding and develop skills in the ACT.

- Typically these types of projects have a short life and are often not up to date. artsACT, Australia Council, Office for the Arts and state arts funding bodies provide information on arts opportunities including funding. Key arts organisations also provide real time information on opportunities related to their core business. It is not unreasonable that people seek a number of sources to support their career.

Recommendation 10: Invest and leverage Arts workers to explore and develop pathway opportunities for artists to work across the Creative Industries sectors (in a variety of domains as well as become embedded in other sectors (e.g.: public service, Health , finance, construction)

- This recommendation could be condensed with 2 and 7.

Recommendation 11: Co-ordinate scheduling between art events, festivals, exhibitions and performances.

- Less co-ordination more focus on leveraging off shared opportunities. The notion of small Canberra, battling for same 100 people is gone and outdated.

Recommendation 12: Provide funding for a formal, independent, cross-disciplinary arts network that is led by and for artists to steer growth.

- The Government has established the Minister's Creative Council. Childers Group and the Canberra Arts Action Group have been established by the sector. What is the rationale for another group? Who would it be led by?

From: "[REDACTED]"
Sent: 11/02/2022 9:31 AM
To: "[REDACTED]"
"Balaretnaraja, Ash"
<Ash.Balaretnaraja@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Ritchie, Eamon"
<Eamon.Ritchie@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>; "Fulton, CarolineM"
<CarolineM.Fulton@act.gov.au>; "Ching, Mia" <Mia.Ching@act.gov.au>
Subject: ACT Creative Industries Research Steering Committee: 8/2021: Feedback on the
presentation
Attachments: ACT Creative Industries Research Steering Committee_AGENDA_22.02.22.pdf

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Hi Everyone

I'll send an invite for Tuesday 22 February at 4pm via MS Teams for a meeting to provide feedback on the presentation given last Friday, 4 February.

Kind regards

[REDACTED]
[REDACTED]
Faculty of Arts and Design | University of Canberra
Building 20/Level B/Room 7 | T +61 2 [REDACTED]
11 Kirinari Street, Bruce, ACT 2617

From: Ritchie, Eamon <Eamon.Ritchie@act.gov.au>
Sent: Thursday, 10 February 2022 3:58 PM
To: [REDACTED]
Subject: [SUSPICIOUS MESSAGE] Could we schedule a meeting with [REDACTED] and the team?

This Message contains suspicious characteristics and has originated outside your organization.

OFFICIAL

Good Afternoon Vivianne,

I'm just reaching out to see if you could get a 30 minute meeting scheduled to provide some feedback on the presentation from last Friday. At this stage our team is available at the following times:

- 3-3.30 Monday 21 February
- 4-4.30 Tuesday 22 February
- 10-10.30 Wednesday 23 February
- 2-2.30 Thursday 24 February

Hopefully one of those times suits the team. Looking forward to speaking to you all then.

Thanks
Eamon

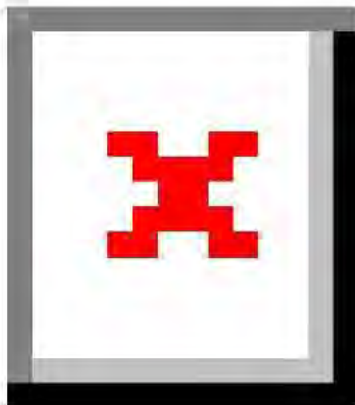
Eamon Ritchie | a/g Director | Business & Innovation
Economic Development Division | ACT Govt Chief Minister, Treasury and Economic Development
Directorate
220 London Circuit, Canberra City 2601, ACT

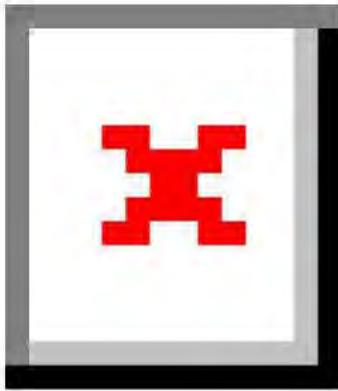
T: +61 (0) 2 620 58761 M: +61 (0) 420 553 431

E: eamon.ritchie@act.gov.au

My pronouns are he/him

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ACT Creative Industries Research Steering Committee

AGENDA

Date:	22 February 2022
Time:	4 pm
Venue:	MS Teams
Chair:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Ash Balaretnaraja, Executive Branch Manager, Business and Innovation, ACT Government</p> <p>Guy Bromley, a/g Senior Director, Business and Innovation, ACT Government</p> <p>Eamon Ritchie, a/g Director, Business and Innovation, ACT Government</p> <p>Alex Raupach, Assistant Director, Business and Innovation, ACT Government</p> <p>Caroline Fulton, Executive Branch Manager, ArtsACT</p> <p>Mia Ching, Director, ArtsACT</p>
Secretary:	[REDACTED]
1	Acknowledgement of Country by Chair
2	Apologies:
3	Feedback on the presentation from the meeting held 4 February 2022
4	Next Meeting: 25 March 2022 – Presentation of the Final Report

From: [REDACTED]
Sent: 03/02/2022 10:33 AM
To: [REDACTED] Balaretnaraja, Ash"
<Ash.Balaretnaraja@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>; "Fulton, CarolineM" <CarolineM.Fulton@act.gov.au>; "Ching, Mia" <Mia.Ching@act.gov.au>
Cc: "Nangle, Elizabeth" <Elizabeth.Nangle@act.gov.au>; "Furlong, Courtney" <Courtney.Furlong@act.gov.au>
Subject: Papers for the meeting of the ACT Creative Industries Research Steering Committee: Fri 4 Feb at 2pm via Teams: Attached
Attachments: ACT Creative Industries Research Steering Committee_AGENDA_04.02.22.pdf, ACT Creative Industries Research Steering Committee_MINUTES_15.12.21.pdf

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Hi Everyone

Please find attached the Agenda for the meeting being held tomorrow, Friday 4 February at 2pm via Teams – link below – and the Minutes from the previous meeting held on Friday 15 December 2021.

This meeting will include an interim presentation on the findings around the Arts Domain as requested and is designed to contribute to the Arts Policy informing the infrastructure pitch.

Members:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- Ash Balaretnaraja, Executive Branch Manager, Business and Innovation, ACT Government
- Guy Bromley, a/g Senior Director, Business and Innovation, ACT Government
- Eamon Ritchie, a/g Director, Business and Innovation, ACT Government
- Alex Raupach, Assistant Director, Business and Innovation, ACT Government
- Caroline Fulton will be attending these meeting as the Executive Branch Manager for artsACT. Her email is CarolineM.Fulton@act.gov.au
- Mia Ching, Director, ArtsACT

Minutes:

- [REDACTED]

Microsoft Teams meeting

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Kind regards

[REDACTED]
[REDACTED]
Faculty of Arts and Design | University of Canberra
Building 20/Level B/Room 7 | T +61 2 [REDACTED]
11 Kirinari Street, Bruce, ACT 2617



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[f](#) [t](#) [i](#) [in](#) [v](#) [canberra.edu.au](#)

ACT Creative Industries Research Steering Committee

AGENDA

Date:	4 February 2022
Time:	2 pm
Venue:	MS Teams
Chair:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Ash Balaretnaraja, Executive Branch Manager, Business and Innovation, ACT Government</p> <p>Guy Bromley, a/g Senior Director, Business and Innovation, ACT Government</p> <p>Eamon Ritchie, a/g Director, Business and Innovation, ACT Government</p> <p>Alex Raupach, Assistant Director, Business and Innovation, ACT Government</p> <p>Caroline Fulton, Executive Branch Manager, ArtsACT</p> <p>Mia Ching, Director, ArtsACT</p>
Secretary:	[REDACTED]
1	Acknowledgement of Country by Chair
2	Apologies:
3	Minutes of previous meeting held 15 December 2021
4	Interim presentation on the findings around the Arts Domain and is designed to contribute to the Arts Policy informing the infrastructure pitch.
5	Project Update
6	Other Business
7	Next Meeting: TBA

From: "Vivianne.Clarke" <Vivianne.Clarke@canberra.edu.au>
Sent: 23/12/2021 9:55 AM
To: [REDACTED]; [REDACTED]; "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>; "Ching, Mia" <Mia.Ching@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Campbell, Morgan" <Morgan.Campbell@act.gov.au>; "Crowther Gibson, Evangeline" <Evangeline.CrowtherGibson@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>
Cc: "Nangle, Elizabeth" <Elizabeth.Nangle@act.gov.au>; "Furlong, Courtney" <Courtney.Furlong@act.gov.au>
Subject: ACT Creative Industries Research Steering Committee: Minutes from the meeting held 15 December 2021: Attached
Attachments: ACT Creative Industries Research Steering Committee_MINUTES_15.12.21.pdf

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Everyone

Please find attached the minutes from the ACT Creative Industries Research Steering Committee meeting held on Wednesday 15 December 2021.

Kind regards

[REDACTED]
[REDACTED]
Faculty of Arts and Design | University of Canberra
Building 20/Level B/Room 7 | [REDACTED]
11 Kirinari Street, Bruce, ACT 2617



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From: "[REDACTED]"
Sent: 30/03/2022 7:14 PM
To: "Balaretnaraja, Ash" <Ash.Balaretnaraja@act.gov.au>; "Bromley, Guy" <Guy.Bromley@act.gov.au>; "Ritchie, Eamon" <Eamon.Ritchie@act.gov.au>; "Raupach, Alex" <Alex.Raupach@act.gov.au>; "Fulton, CarolineM" <CarolineM.Fulton@act.gov.au>; "Ching, Mia" <Mia.Ching@act.gov.au>
Cc: [REDACTED]
Subject: Submission of draft Creative Canberra report.
Attachments: Creative Canberra Final Draft Report.pdf, Appendix 4 Overview of national state and territory creative industries policies.pdf

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear all,

Please find attached the final draft of the Creative Canberra report. Please also find attached, in a separate document Appendix 4, which contains a comprehensive overview of Australia's national, state and territory creative industries policies. These policy and strategy initiatives, which are currently organised by state and territory, will be updated to provide a more user-friendly, thematic framework and interface for the Final report.

Kind regards,

[REDACTED]

[REDACTED]

Faculty of Arts and Design
University of Canberra ACT 2601 | Room 9C13 |



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THE Impact Rankings, 2021

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