

Information Pack



Background Information and Application Requirements

1. INTRODUCTION

Logan City Council (**Council**) invites Applications from those interested in seeking to participate as a coLab Portfolio Company in Council's coLab Growth Hub.

2. BACKGROUND

Council is committed to supporting further economic development in the Logan region through attracting and supporting high growth innovative business to its local government area.

In furtherance of Council's commitment to supporting and nurturing innovation, Council has established "The coLab Growth Hub" in Underwood (**coLab Premises**).

The coLab Growth Hub is an initiative where scaling ventures can grow in a supported and globally connected environment designed to support founders and their employees.

The coLab Growth Hub will offer an international launch pad and pathway to scale for resident ventures (**coLab Portfolio Companies**), and a landing pad for international scale-up and corporate firms seeking a base in Queensland or Australia. It will create high value jobs of the future and contribute to the growth and vibrancy of the City of Logan.

3. THE OPPORTUNITY

Applicants are invited to submit an Application to sublicense part of the coLab Premises and to participate as a coLab Portfolio Company in the coLab Growth Hub.

Each successful Applicant will be allocated a designated fitted-out space (i.e. allocated desks) in the coLab Premises for a term of up to 12 months, and will have:

- a) access to shared common areas; and
- b) the benefit of a range of services including hospitality services (available at an additional cost), IT support services, and support and capability programs,

at a subsidised rate, to guide and support each coLab Portfolio Company's development and scale-up of its innovative business.

The intent of the coLab Growth Hub is that businesses will, after a finite period, outgrow their coLab space and secure suitable premises within the City of Logan as they grow and expand.

4. COLAB PREMISES

The coLab Premises are located at 2904 Logan Road, Underwood and have been redeveloped as a fit-for-purpose connected and collaborative innovation hub.

The coLab Premises:

- a) are co-located with a locally based global edu tech venture;
- b) consists of a total of 16 desks during the first year;

- c) is fitted out to a high-level specification, and includes all fittings, furnishings, furniture, technical equipment for meeting rooms, security and support services (internet, utilities, IT support, printing, cleaning etc);
- d) provides space for up to 6 scaling ventures ranging from 1 to 3 staff, together with meeting rooms, designated private areas, a large boardroom/training room and break-out areas;
- e) shares common areas with staff from 2904 Logan Road, including casual meeting areas, breakout areas and open-plan kitchen and barista facilities (available at an additional cost). The building is designed to hold business-related events and seminars as well as hackathons and other relevant events.

5. SUPPORT AND CAPABILITY PROGRAMS FOR COLAB PORTFOLIO COMPANIES

In addition to occupation of the coLab Premises, successful Applicants will also have access to support and guidance to develop their products and grow in a supported and connected environment.

The coLab Growth Hub is an accelerator and incubator that will help early stage entities grow their businesses to the point that they will require additional space and Council will assist them to find this in other parts of the City of Logan. Tailored support and capability development programs based on the needs of each coLab Portfolio Company will be provided including but not limited to:

- a) Entrepreneurs in Residence program providing ongoing assessment of the individual needs (current and future) of coLab Portfolio Companies and subsequent customised advisory services to address these needs during residency at the coLab Growth Hub;
- b) Mentor program in which industry and subject matter experts will be available to provide informal guidance and support to coLab Portfolio Companies;
- c) facilitation of relationships to scale - national and international network;
- d) The coLab Growth Hub also intends to provide:
 - masterclass programs to support scale-up ventures to successfully launch, expand or scale into new markets, and
 - an International Market Access Program to prepare scale-up ventures to the enter the global market.

These support programs are subject to Council's budgetary constraints.

6. COLAB PORTFOLIO COMPANY ELIGIBILITY AND COLAB OBJECTIVES

The opportunity is available only to funded scaling ventures who are committed to and capable of achieving the following objectives:

- a) To attract existing and new high-growth ventures to the City of Logan
- b) To create high value new jobs based in the City of Logan
- c) To raise awareness of Logan City's innovation economy
- d) For high-growth ventures to continue to expand their business
- e) To support and grow Logan City's innovation ecosystem

(coLab Objectives).

In addition to demonstrating alignment with the coLab Objectives within an Applicant's submission there will be a requirement to provide a clear business development plan and strategy for scaling for those Applications that are successful within 3 months of beginning their residency at the coLab (**Sublicensee Development Plan**).

Successful Applicants must, as a condition of the agreement with Council, commit to pursuing the coLab Objectives and implementing the Sublicensee Development Plan, and must report regularly to Council in respect of its progress. It is expected that the Sublicensee Development Plan will be an iterative document, to be updated from time to time as part of the coLab Portfolio Companies' participation in the coLab Growth Hub. Any updates to the Sublicensee Development Plan must be consistent with the achievement of the coLab Objectives.

coLab Portfolio Companies will be required to report on their progress throughout the Term of their residency.

7. TIMEFRAMES

The following table highlights timeframes relevant to the project:

Task	Date
Closing Date for Submissions	5pm, Wednesday the 14 th of July 2021
Notification of successful Applications	Before Friday the 23 rd of July 2021
Contract Documents issued to successful Applicants	Before Friday the 30 th of July 2021
Contracts finalised	Before Friday the 6 th of August 2021

8. INFORMATION PROVIDED BY COUNCIL

As per clauses 13 Right to Information and Disclosure and 14 Confidential Information of the Application Conditions, the *Right to Information Act 2009* (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

All information supplied in the application documentation shall be treated as "Commercial in Confidence" between Council and the Applicant.

9. APPLICATION CONTACTS

All enquiries in relation to this Application must be submitted via the coLab Growth Hub website - <http://www.thecolab.online/colab-portfolio-companies/how-to-become-a-resident/>.

Any questions and responses shall be collated, documented and distributed to all Applicants to ensure equity and fairness to all.

10. THE FINAL DATE FOR ACCEPTING QUESTIONS

The final date for accepting questions regarding this Application is **5:00pm Monday, the 12th of July 2021**. Any questions after this date will not receive a response.

11. LODGEMENT OF APPLICATION DOCUMENTS

The Applicants submission will only be accepted by Council via the Online Application Form on the coLab Growth Hub website: <http://www.thecolab.online/colab-portfolio-companies/how-to-become-a-resident/>.

To prepare and submit your Application:

- a) Complete all the online forms in relation to the Application.
- b) Provide all relevant attachments in the required sections to support your Application.
- c) Ensure your Application addresses the evaluation criteria.
- d) Ensure you complete your Application prior to the closing date and time.
- e) Email your Application to admin@thecolab.online by the closing date and time.

Failure to lodge the Application in accordance with the Application conditions may result in a non-conforming Application, which may be rejected by Council.

12. FORM OF CONTRACT

An example of the Contract that the successful Applicants and Council will enter into is included in this document at Appendix 1 (**Contract**). This is for your information only and is not to be returned with your Application.

13. INSURANCES

If successful, the Applicant must take out and provide evidence of insurance for the requested insurance/s, as nominated within the Clause 7 of the Contract.

If the Applicant already holds the required insurance, then the Applicant must include in their Application details and certificates of currency for all relevant insurance policies as required under the Contract.

If the Applicant does not currently hold the required insurance, Applicants must acknowledge and accept the requirement for obtaining and maintaining the insurances in the Online Application Form as part of the Applicants Application.

14. EVALUATION PROCESS

The evaluation process will involve an assessment of the Applications received against the criteria listed below and in accordance with the Evaluation Methodology described below.

Each Application submitted will be evaluated using the same evaluation methodology described below.

15. EVALUATION METHODOLOGY AND CRITERIA

Council intends to select the Applicants that, based on the Application and evidence submitted, best address the criteria.

Applicants wishing to be considered are required to submit an Application utilising the Online

Application Form, and provide such other information to address the evaluation criteria nominated below.

13.1 Gate 1 - Mandatory Criteria

The mandatory criteria outlined below are not scored. Each Application will be assessed by the evaluation committee on a yes/no basis as to whether the criterion is met.

An assessment of no against any criterion may eliminate the Application from further consideration. Council reserves the right to seek clarification of any response to a mandatory criterion.

1. Have an Australian company number (ACN)
2. Be registered for GST
3. Have your primary place of business within Australia

Conforming Applications meeting the Gate One - Mandatory Criteria requirements are shortlisted and advanced to Gate Two – Scoring Criteria.

13.2 Gate 2 - Scored Criteria

It is essential that Applicants address each of the criteria listed below, so as to allow full assessment of their Application. Failure to supply such information may result in elimination from further evaluation, a low score, or the Application being classed as non-conforming.

Selection Criteria	
1	<p>Strong financial position</p> <p>The extent of which Applicant can demonstrate a strong financial position and established investment capital</p>
2	<p>Alignment to the coLab Growth Hub Objectives</p> <p>The extent of which the Applicants can demonstrate alignment with the coLab Objectives, including evidence of:</p> <ul style="list-style-type: none"> • The entity having high growth potential; • How the entity will support and grow Logan City's innovation ecosystem; and • The Applicants willingness to relocate in full/part to Logan City
3	<p>Compliance with Contract</p> <p>The extent of the Applicant's:</p> <ul style="list-style-type: none"> • compliance with clauses and conditions items in the application terms and conditions and the Contract • capacity to commit to the program delivered at the coLab Growth Hub including engagement with the Entrepreneurs in Residence and mentor program and other programs/services

16. AWARD OF CONTRACT

Award of Contract may be subject to Council conducting a final work health and safety review, performance verification, reference check/s and financial assessment/s on

Applicants.

Applicants who do not adequately satisfy the abovementioned requirements, may be excluded from further consideration.

17. NOTIFICATION OF OUTCOME

Council will advise Applicants that submitted an Application the outcome of their Application in writing.

In accordance with the Application conditions, the successful Applicants will be issued with a Contract that shall not be formed until it is duly executed by both parties.

Any Applicants that are unsuccessful will be given the opportunity to seek feedback on their Application.

18. APPENDICES

Appendix 1 – Example of Sublicence (Contract)

Application Conditions

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1. INTRODUCTION

Council invites Applications from interested Applicants seeking to participate as a coLab Portfolio Company in Council's coLab Growth Hub, as described in Application Information Sheet.

2. DEFINITIONS

In this document:

“**Applicant**” means any person lodging an Application.

“**Application**” means any Application lodged in response to the Invitation.

“**Application Form**” means the response to the **Online Application Form**.

“**Closing Date**” means the time and date set out in the **Application Information Sheet**.

“**Confidential Information**” means any technical, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind in any form or medium supplied or made available by Council or brought into existence by the Applicant for the submission of the Application, including (but without limiting the generality of this definition):

- (a) the information in the Invitation Documents;
- (b) the Applicants submission; and
- (c) the specific information (if any) nominated in the **Application Information Sheet**.

“**Contract**” means the “Logan coLab Sublicence” for the sublicence of parts of the Building identified in **Application Information Sheet** and the information submitted in the completed Application Form.

“**Council**” means Logan City Council.

“**Invitation**” means the conditions of lodgement of an Application in this document, including all Application Forms.

“**Invitation Documents**” means the documents listed in the **Application Information Sheet**.

“**Online Application Form**” means your online submission through The coLab Growth Hub website (www.thecolab.online/colab-portfolio-companies/how-to-become-a-resident/).

“**Relevant Person**” means the applicant and all officers, employees, servants, or agents, consultants or professional advisors of the applicant or any associate (as defined by the Corporations Law) of the Applicant to whom the Applicant discloses or proposes to disclose the Confidential Information.

3. APPLICATION DOCUMENTS

All parts of the Application Documents shall be read and construed together. Where there are any inconsistencies, the documents should be read and construed in order of priority which they are listed in the **Application Information Sheet**.

4. APPLICANT TO FULLY INFORM ITSELF

- 4.1 By lodging an Application, the Applicant warrants to Council that it will have:

- (a) examined carefully and acquired actual knowledge of the contents of the Invitation Documents and any other information made available by Council for the purpose of responding;
- (b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Application;
- (c) satisfied itself that the Building and the Permitted Use described in the Contract are fit for the purposes of the Applicant's Business;
- (d) informed itself of the nature of the obligations to be performed under the Sublicence;
- (e) satisfied itself as to the correctness and sufficiency of its Application for the performance of the obligations under the Contract, and its capacity to comply with the Contract; and
- (f) not relied on information provided by Council or by any person for or on behalf of Council or represented to be provided for or on behalf of Council without independently verifying such information and independently satisfying itself of the adequacy, accuracy and correctness of such information.

4.2 The Applicant further warrants that any Application lodged is accurate and that it complies in all respects with the Invitation Documents and all relevant laws.

4.3 The Applicant acknowledges that Council will rely upon the warranties given above, in considering the Application and in entering into any Contract.

4.4 Failure by the Applicant to do any or all of the things it warrants to have done will not relieve the Applicant of its liability to perform and complete the Contract in accordance with its terms.

5. CONTENTS OF APPLICATION

5.1 Applications must:

- (a) be submitted on the fully completed **Online Application Form**; and
- (b) include all supporting documentation.

5.2 An Application may not be considered as conforming if the Applicant has failed to supply any of the information required by this document (and the Application Form), does not accord with the requirements of any of the Invitation Documents or has been lodged on the basis of any condition or qualification.

6. LODGEMENT OF APPLICATION

6.1 The Application can only be submitted electronically, through using the Online Application Form through the coLab Growth Hub website (<http://www.thecolab.online/colab-portfolio-companies/>) and prior to the Closing Date.

No other method of lodging an Application is acceptable, unless otherwise stated in the Application Information Sheet.

6.2 Unless otherwise stated in the **Application Information Sheet**, the Applicant need only supply **one electronic copy** of the Application.

6.3 Council may at any time before the Closing Date by notice in writing to all prospective Applicants extend the Closing Date.

7 FURTHER INFORMATION

7.1 The Applicant must if requested by Council:

- (a) provide further information in relation to the Application or any aspect of the Applicant's capacity to perform the Contract;
- (b) give a presentation at a time or place nominated by Council in relation to the Application (if Council makes this request it will require it of all Applicants);
- (c) consent to and co-operate with a check or audit of the Applicant's financial status by an auditor or other person appointed by Council;
- (d) allow Council or its agent to inspect any facility or equipment proposed for use or development in the performance of the Contract or as part of the Applicant's Business; and
- (e) allow Council or its agents to contact any referee nominated by the Applicant and authorise Council to obtain information about the Applicant from any third party whom Council reasonably considers may be able to provide information about the Applicant or which is pertinent to the Application.

7.2 Council may prior to the Closing Date hold briefing and clarification sessions for prospective Applicants (whether separately or together) at times and venues to be advised by Council.

7.3 The Applicant must direct all requests for site inspections, additional information or other matters via the online forum on the coLab Growth Hub website (<http://www.thecolab.online/colab-portfolio-companies/>), unless otherwise stated in the **Application Information Sheet**.

7.4 Any information provided to the Applicant by or on behalf of Council is:

- (a) provided for the convenience of the Applicant only and unless expressly incorporated into the Contract or the Invitation Documents shall not form part of the Contract or the Invitation Documents; and
- (b) not warranted or held out by Council as accurate, correct or adequate.

8 CHANGES

8.1 At any time prior to the Closing Date, Council may issue additional or different information to Applicants, which shall be taken into account in preparation of the Application.

8.2 After the Closing Date, Council may (without limitation to any other action that may be open to Council):

- (a) request clarification or further information about any Application; or
- (b) invite all Applicants to change their Applications in response to a change in Invitation Documents.

9 ACCEPTANCE OF APPLICATIONS

9.1 Council shall not be bound to accept any Application.

9.2 Council may accept one or more Application in whole or in part.

9.3 Council shall not be obliged to consider any Application which:

- (a) was not lodged in accordance with the requirements of the Application Conditions by the Closing Date;

- (b) does not conform with the requirements of the Invitation or the Contract; or
- (c) requests changes or variations to Council's insurance and indemnity clauses contained in Contract.

9.4 Without limiting any provision of these Conditions (including this **Clause 9**), Council may elect to:

- (a) prepare a short list from persons who respond to the Invitation and invite a further response from those Applicants;
- (b) decide not to proceed further with an Application process the subject of this Invitation; or
- (c) commence a new process for calling Applications on a similar or different basis to that outlined in this Invitation.

10 FORMATION OF CONTRACT

10.1 Notwithstanding that Council may advise the Applicants that its Application has been successful, the Contract shall not be formed until it is duly executed by both parties.

10.2 The Applicants must be in a position to, and if requested by Council, execute the Contract within 48 hours of receipt of notification that it is a successful Applicant.

10.3 If there is any discrepancy or inconsistency between the terms of the Contract in this Invitation and the terms of any Contract forwarded to the Applicant by Council, or its authorised agents, Council's version of the Contract shall take precedence over the Applicant's version of the Contract.

10.4 **Clause 10.3** does not apply to amendments agreed by the parties during the Application process.

11 EVALUATION CRITERIA

11.1 The criteria outlined in the **Background Information and Application Requirements** forms the basis for the selection of the successful Applicants or for short-listing Applicants.

11.2 It is the Applicants responsibility to ensure that its Application addresses all the evaluation criteria.

12 RIGHT TO INFORMATION AND DISCLOSURE

12.1 The *Right to Information Act 2009* (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

12.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

12.3 Information provided by the Applicants is potentially subject to disclosure to third parties pursuant to the RTI Act.

12.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Applicant, would be of substantial concern to the Applicant, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Applicant. The Council cannot guarantee that any information provided by the Applicant will be protected from disclosure under the RTI Act.

12.5 If indicated in **Application Information Sheet**, the Council will make public the nominated parts of all Applications. For that reason the Applicant should not mark those parts of the Application as confidential.

13 CONFIDENTIAL INFORMATION

13.1 The Applicant:

- (a) acknowledges that the Confidential Information is sensitive and that it remains at all times the valuable and exclusive property of Council;
- (b) shall not at any time use for any purpose other than to submit an Application or disclose to any person who is not a Relevant Person any of the Confidential Information which has been given to or obtained or developed by the Applicant:
 - i. belonging to Council; or
 - ii. which has been or is obtained by or given to Council by or on behalf of any third party;
- (c) shall ensure that all documents and materials comprising the Confidential Information are properly and securely used, handled, kept and stored by the Applicant in such manner as will keep it confidential at all times;
- (d) unless required for the purposes of preparing or submitting an Application shall not copy any papers, documents or other records containing or embodying the Confidential Information;
- (e) return to Council upon request all copies of the Invitation Documents;
- (f) shall only allow access to the Confidential Information by Relevant Persons and only to the degree to which it is reasonably necessary for the preparation and submission of the Application and shall not permit Relevant Persons to whom the Confidential Information is disclosed to use or disclose the Confidential Information other than in accordance with the terms of these Invitation Documents;
- (g) shall obtain Council's prior written consent to the disclosure of the Confidential Information to any third party, which consent may be given on such terms and conditions as Council thinks fit, including that the third party execute a deed in like terms to this **clause 13** in favour of Council.

13.2 The obligations on the part of the Applicant in this **clause 13** are of a continuing nature.

13.3 Where the Applicant can prove that:

- (a) any part of the Confidential Information is in the public domain through no act, neglect or default of the Applicant;
- (b) any part of the Confidential Information was in its possession prior to its receipt from Council and was not acquired directly or indirectly from Council; or
- (c) Council has given to the Applicant written notification that it no longer requires the Applicant to keep confidential any part of the Confidential Information;

then **sub-clauses 13.1(b), (e), (f) and (g)** shall no longer apply to that part of the Confidential Information the subject of this clause.

13.4 **Clause 13.3** shall not excuse any prior breach of this clause and Council's rights and remedies in respect of any prior breach are expressly reserved.

- 13.5** Council reserves the right to:
- (a) retrieve from any Relevant Person any Confidential Information given to or obtained by that person, provided that written notification has been given by Council to the Applicant that the Relevant Person is to be denied access to the Confidential Information;
 - (b) supply the Confidential Information to third parties; and
 - (c) deny access to or refuse to grant consent for the disclosure of Confidential Information to any Relevant Person or any third party.

13.6 Any failure by Council to insist upon strict performance of this **clause 13** or any delay by Council in exercising any of its remedies and rights shall not constitute or be deemed a waiver or variation by Council of any of its rights against the Applicant.

14 PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

14.1 Where the Applicant and/or its subcontractors have access to and/or are responsible for holding Personal Information, it shall:

- (a) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* as if the Applicant was the Council (the Applicant acknowledges that the Information Privacy Principles with which it is required to comply are available on the Council's website at www.logan.qld.gov.au);
- (b) ensure the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- (c) not use Personal Information other than for the purpose of the Application, unless required or authorised by law;
- (d) not disclose Personal Information without the written agreement of the Council, unless required or authorised by law;
- (e) not transfer Personal Information outside of Australia without the consent of the Council;
- (f) ensure that only authorised personnel who require access in order to perform their duties have access to Personal Information;
- (g) ensure that its personnel do not access, use or disclose Personal Information other than in the performance of their duties;
- (h) immediately notify the Council if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law;
- (i) fully co-operate with the Council to enable the Council to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (j) comply with such other privacy and security measures as the Council reasonably advises the Applicant in writing from time to time.

14.2 Where the Council is not reasonably satisfied, on the basis of information provided to it by the Applicant, that proper practices are in place to ensure that the privacy and disclosure of information requirements for Personal Information are being observed and maintained, the Council may at any time require the Applicant to make its subcontractors aware of its obligations in accordance with this **clause 14** including, when requested by the Council,

requiring any subcontractors to promptly sign a Privacy Undertaking substantially in the form approved by Council.

14.3 Any Personal Information exchanged between the Applicant and any Department or Agency shall be dealt with in accordance with the *Information Privacy Act 2009*.

14.4 The Applicant must immediately notify the Council upon becoming aware of any breach of this **clause 14**.

15 NO ADVERTISING

The successful Applicant may not publish any information in relation to the award of the Contract or the Application process without the prior written approval of Council.

16 COMMISSIONS OR INCENTIVES

An Application will not be considered if the Applicant or a representative of the Applicant gives or offers anything to Council or any officer or agent of Council as an inducement or reward which could in any way tend to influence the person's actions in relation to the Application.

17 CONFLICT OF INTERESTS, COMMISSIONS OR INCENTIVES

17.1 The Applicant warrants that to the best of its knowledge, as at the date of the submission neither the Applicant nor any of its officers, employees, agents and/or sub-contractors have, or are likely to have, any Conflict of Interest in any matters connected with the Application, except as expressly disclosed in the returnable forms.

17.2 If a Conflict of Interest or risk of Conflict of Interest arises during the Application, the Applicant must immediately give written notice to the Council Contact Officer.

18 EXCLUSION

Council shall not be responsible for or pay for any expenses or losses incurred by the Applicant in the preparation of the Application.

Application Information Sheet

Closing Date: (clause 2)	5pm, Wednesday the 14 th of July 2021
Invitation Documents: (clause 2)	Application Conditions Online Application Form Contract Background Information and Application Requirements
Order of Priority (clause 3)	Per Application document above
Application Lodgement Times: (clause 6.1)	Any time prior to 5pm on the Closing Date above
Number of copies of Application to be lodged: (clause 6.2)	<u>One (1)</u> - Electronically through the coLab Growth Hub website (http://www.thecolab.online/colab-portfolio-companies/)
Format for any Application material provided in electronic form: (clause 6.1)	Acceptable formats to be sent via email: .doc, .pdf, .ppt. Individual files should not exceed 2MB. Web links can be provided if necessary (including videos)
Name and contact details for contact person: (clause 7.3)	Submit all enquiries via email: admin@thecolab.online
Evaluation criteria to be applied: (clause 11.1)	Refer to the Background Information and Application Requirements
Any additional information to be designated as “Confidential Information”: (clause 2, clause 13)	As required by the individual Applicant

coLab Sublicence

2904 Logan Road, Underwood

Contents:

Part 1 Commercial Terms Schedule

Part 2: Sublicensee Deed Poll

Part 3 Allocated Desks

Part 4 Terms and Conditions

Part 1 - Commercial Terms Schedule

Item	Term	Definition	
Item 1	Council:	Name:	Logan City Council
		Address:	150 Wembley Rd, Logan Central QLD 4114
		Email:	
		Phone Number:	
Item 2	Sublicensee:	Name:	
		ABN:	
		Address:	
		Email:	
Item 2	Sublicensee:	Phone Number:	
		Item 3 Permitted Use: Commercial office use	
		Item 4 Allocated Desk(s): [insert number] _____ as circled in Part 3	
		Item 5 Land: 2904 Logan Road, Underwood (Lot 36 on RP135727)	
Item 6	Term:	Term	
		Commencing Date:	
		Expiry Date:	
Item 7	Hospitality Services:	Does the Sublicensee require the Hospitality Services?	Yes / No (by circling yes the Sublicensee is opting in to access the Hospitality Services and pay the Hospitality Services Fee)
		Hospitality Services Fee	\$84 per Allocated Desk per month plus GST

Executed as an Agreement.

Executed on behalf of **Logan City Council** by its duly authorised delegate:

Logan City Council

Executed by the **Sublicensee** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Executed by the **Sublicensee** in accordance with section 127 of the Corporations Act 2001 (Cth):

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of the **Sublicensee**

Signature of sole director and sole company secretary

Signed by the **Sublicensee** in the presence of:

Signature of witness

Signature

Full name of witness

Part 2 - Sublicensee Deed Poll

Deed Poll

Dated: _____

By: _____ **(Sublicensee)**

in favour of:

Go1 Pty Ltd ACN 134 998 020 of Unit 5, 2908 Logan Road, Underwood QLD 4119 **(Go1)**

Operative Provisions

1. Definitions and interpretation:

1.1 Definitions

In this Deed Poll:

Confidential Information means all information, in whole or in part, that is disclosed by Go1 or any occupant of the Building, or is accessible within the Building, or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the Building and facilities, computer systems and/or books and records of Go1, any analyses, compilations, studies or other documents prepared by Go1 or otherwise derived in any manner from the Confidential Information that the Sublicensee is obliged to keep confidential or know or have reason to know should be treated as confidential.

Sublicence means the sublicence for an Allocated Desk between Logan City Council and the Sublicensee.

1.2 Interpretation

Terms capitalised in this Deed Poll and not defined have the meaning given to that term in the Sublicence.

2 Confidentiality

The Sublicensee acknowledges and agrees that as a consequence of it entering into the Sublicence it may be exposed to Confidential Information.

The Sublicensee is obliged to:

- (i) maintain all Confidential Information in strict confidence;
- (ii) not to disclose Confidential Information to any third parties;
- (iii) not to use the Confidential Information in any way directly or indirectly determined to Go1 or any occupant of the Building.

All Confidential Information remains the sole and exclusive property of Go1 or the respective disclosing party. The Sublicensee acknowledges and agrees that nothing in this Deed Poll or its occupation of the Building will be construed as granting any rights to the Sublicensee, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of Go1 or any occupant of the Building.

3. Non-Disparagement

The Sublicensee shall, during and after its occupation of the Building in accordance with the Sublicence, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Go1, or any of Go1 officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

I hereby represent and warrant that I have all requisite legal powers and authority to enter into and abide by the above with no further approval or authorization on behalf of myself or the company, entity, or party I represent.

Executed as a Deed Poll

Where a corporation:

Executed by the **Sublicensee** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Executed by the **Sublicensee** in accordance with section 127 of the Corporations Act 2001 (Cth):

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of the **Sublicensee**

Signature of sole director and sole company secretary

Where an individual:

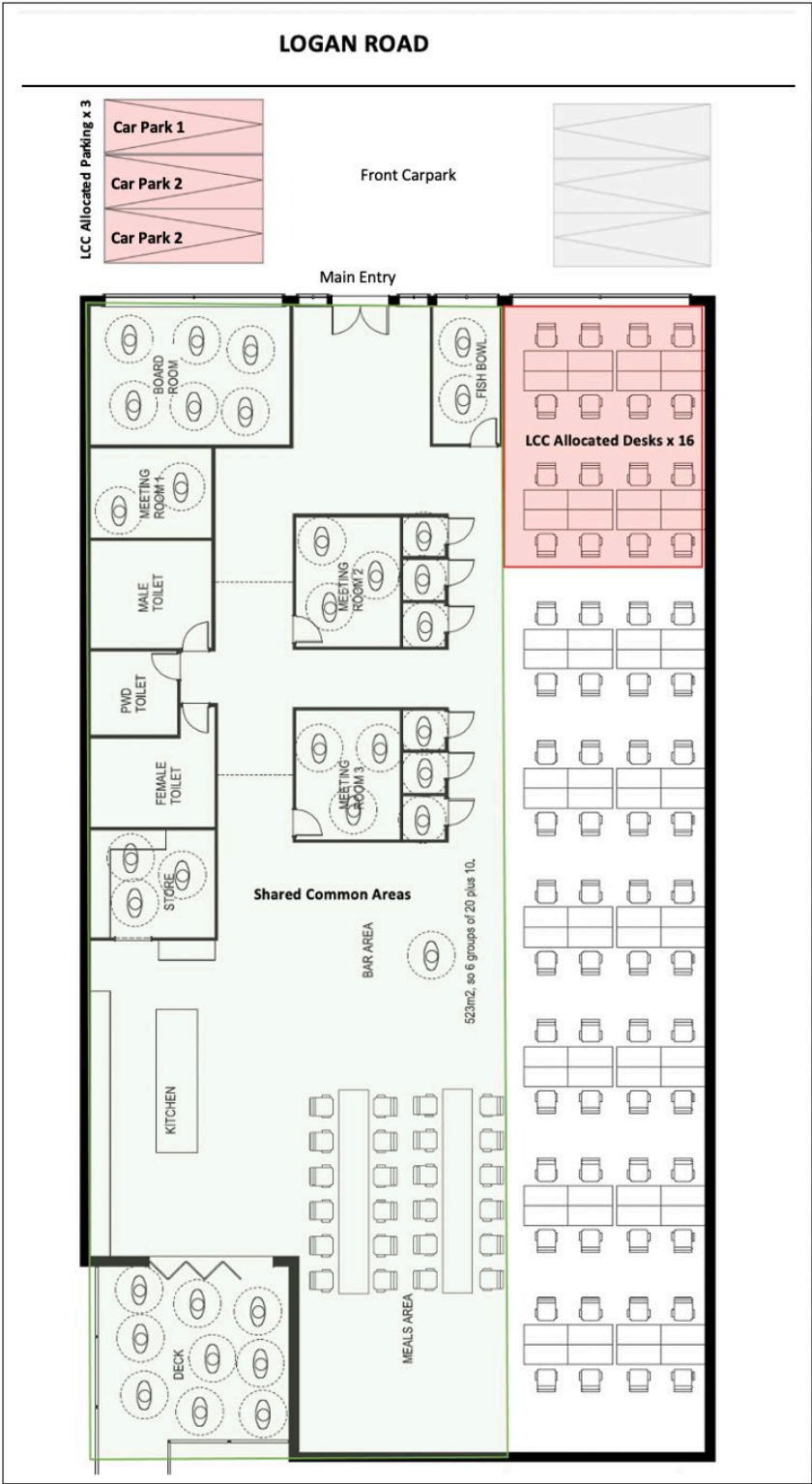
Signed by the **Sublicensee** in the presence of:

Signature of witness

Signature

Full name of witness

Part 3 - Allocated Desks



Part 4 - Terms and Conditions

Background

- A. Council licences part of the Building from Go1 and proposes to use the part of the building as an innovation hub where scaling ventures can grow in a supported and globally connected environment designed to support founders and their employees (**The coLab Growth Hub**).
- B. The Sublicensee has asked Council to grant the Sublicensee a licence of the Allocated Desk(s), and to participate as a "coLab Portfolio Company" in The coLab Growth Hub.
- C. Council has agreed to grant the licence and permit the Sublicensee's participation in The coLab Growth Hub subject to this Agreement.

Operative provisions

2. Definitions and interpretation

2.1 Definitions

In this Agreement:

Allocated Desks(s) means those desks(s) allocated to the Sublicensee and as identified in Item 4.

Building means the building located on the Land.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Logan City.

Business Hours means 8am to 5pm on a Business Day.

Claim means any and all claims, actions, notices, proceedings, judgements, demands, losses, liabilities, damages, costs, compensation, charges, payments and expenses, however arising, whether present, future or contingent and whether based in Law, contract, equity or statute.

colab Material means any Material, other than Reporting Material, created or developed by the Sublicensee as a result of this Sublicence, including the Sublicensee's participation as a coLab Portfolio Company.

coLab Objectives means the objectives set out in Annexure D.

coLab Portfolio Company means each sublicensee in the Building.

coLab Programs means a program established by Council in support of the coLab Portfolio Companies and includes the Entrepreneur in Residence Program and the Mentor Program.

Commencing Date means the date specified as the Commencing Date in Item 6.

Entrepreneurs in Residence or EIR has the meaning given in clause 6.5(a)(i).

Existing Material means Material in existing at the Commencing Date or developed by the Sublicensee independently of this Sublicence that is incorporated in or supplied as part of Reporting Material.

Expiry Date means the date specified as the Expiry Date in Item 6.

Go1 means Go1 Pty Ltd ACN 134 998 020.

GST includes amounts defined as "GST" under the GST law and:

- (a) amounts payable on account of a notional liability under Division 177 of the GST Act; and
- (b) "GST equivalents" payments under the Intergovernmental Agreement Implementation (GST) Act 2000 (NSW) (or similar payments under corresponding legislation of any other State or Territory).

GST Act means the A New Tax System (Goods and Services Tax) Act 1999.

GST law has the same meaning as in the GST Act.

Hospitality Services means those services specified in Annexure B.

Intellectual Property Rights means all intellectual property rights, including:

- (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered (other than moral rights under the Copyright Act 1968).

IT Licensing Services means those products and licences specified as being part of the IT Licensing services in Annexure A, forming part of the Standard Services.

IT Support Services means those services specified as being IT Support Services in Annexure A, forming part of the Standard Services.

Land means the land specified in Item 5 on which the Building is erected.

Licence Fee means \$1.00 per month payable on demand.

Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

Mentor has the meaning given in clause 6.5(a)(ii).

Permitted Use means the use specified in Item 3.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Professional Advisor Panel has the meaning given in clause 6.6(a).

Reporting Material means all Material which the Recipient is required to provide to the Council for reporting purposes including under clauses 5.3 and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Rules means the rules set by Go1 as contained in Annexure C.

Shared Common Areas means those areas designated for common use for occupants of the Building including the kitchen, the bar area, the deck, the meals area, boardroom, meeting rooms, fish bowl, bathrooms, walkways and entranceways.

Standard Services means the services specified in Annexure A.

Sublicensee's Employees means the Sublicensee's employees, officers, consultants, agents, contractors and invitees or any of them.

Sublicensee Deed Poll is the deed poll contained in Part 2 of this Agreement.

Sublicensee Development Plan means the plan provided by the Sublicensee to Council in accordance with clause 5.2.

Sublicensee's Property means all equipment (including computers and electronic devices) and chattels brought into the Allocated Desk(s) by the Sublicensee or the Sublicensee's Employees.

Term means the term of the licence granted under this Agreement, beginning on the Commencing Date and ending on the Expiry Date as specified in Item 6.

2.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **"includes"** in any form is not a word of limitation;
- (k) a reference to **"\$"** or **"dollar"** is to Australian currency; and
- (l) a reference to an item is to an item in the reference schedule to this Agreement.

3. The Sublicence

3.1 Sublicence

Council grants the Sublicensee a non-exclusive sublicence for the Term to use:

- (a) the Allocated Desks for the Permitted Use;
- (b) the Shared Common Areas in common with other occupants in the Building and in connection with the Sublicensee carrying out the Permitted Use, subject to this Agreement.

3.2 No exclusive possession

This Agreement does not confer on the Sublicensee any right of exclusive possession of any part of the Allocated Desks or the Shared Common Areas. Council may at any time in its absolute discretion exercise all its rights including its right to enter and use the whole or any part of the Allocated Desks or the Shared Common. The Sublicensee must not restrict Council's access to the Allocated Desks or the Shared Common Areas in any way.

3.3 Personal rights only

The rights conferred on the Sublicensee by this Agreement are personal rights in contract only and they do not create any tenancy or any estate or interest in the Allocated Desks or the Shared Common Areas.

3.4 No dealing

The Sublicensee cannot sublicense or part with or share possession of the Allocated Desks or assign, novate or otherwise transfer any of its rights or obligations under this Agreement.

3.5 Holding over

If Council has not granted the Sublicensee a new licence of the Allocated Desks and the Sublicensee continues to occupy the Allocated Desks after the Expiry Date with Council's consent, the Sublicensee occupies the Allocated Desks under a monthly licence that:

- (a) subject to clause 12.1, either party may terminate on 1 months' notice ending on any day; and
- (b) is on the terms and at the licence fee Council specifies, but if Council does not specify terms or a licence fee, then the monthly licence is on the same terms as this Agreement (with any changes appropriate to a monthly licence) with a monthly licence fee that is equal to the Licence Fee.

3.6 Shared Common Areas - Special Events

- (a) If requested by the Sublicensee in writing, Council may (in its absolute discretion) agree to facilitate the Sublicensee having exclusive use of a Shared Common Area (excluding walkways and entranceways) for holding an event, function or meeting for a set period of time (**Special Event**).
- (b) Council is under no obligation to agree to the Sublicensee's request or facilitate the use of a Shared Common Area for a Special Event and any consent will be conditional upon:
 - (i) Council securing consent from Go1 for the Special Event; and
 - (ii) the reasonable terms and conditions imposed by Council, including but not limited to the Sublicensee compensating Council for any costs incurred in connection with this clause 3.6 (including additional cleaning charges incurred as a consequence of a Special Event).
- (c) The Sublicensee acknowledges that the use or proposed use of a Shared Common Area for a Special Event is outside of Council's control and releases Council from all, and agrees that Council is not liable for any, Claims arising from or incurred in connection with this clause 3.6.

4. Licence Fee

4.1 Payment of Licence Fee

The Licence Fee is payable by the Sublicensee to Council on demand.

4.2 Hospitality Services Fee

If the Sublicensee has opted in to utilise the Hospitality Services in Item 7, the Sublicensee must pay the Hospitality Services Fee on the first day of each month and proportionately for any broken period that is less than a month. The Sublicensee must pay the first payment on the date of this Agreement.

5. Sublicensee's obligations

5.1 General Obligations

The Sublicensee must:

- (a) keep the Allocated Desks clean, tidy and free of rubbish and vermin;
- (b) comply with the Council's or Go1's directions regarding rubbish removal and recycling;
- (c) not make any alterations to the Allocated Desks;
- (d) not use the Allocated Desks for any purpose except the Permitted Use;
- (e) not park any vehicles on the Land without securing the approval of the Licensor;
- (f) only use the Standard Services and, if applicable, the Hospitality Services in connection with it undertaking the Permitted Use from the Allocated Desks and must not utilise these services for any other purpose;
- (g) comply on time with all laws and the requirements of authorities in connection with the Allocated Desks and the Sublicensee's use and occupation of the Allocated Desks;
- (h) comply with the Rules;
- (i) comply with Go1's confidentiality obligations and execute the Sublicensee Deed Poll when signing this Agreement. The Sublicensee acknowledges and agrees that Council can provide Go1 a copy of the signed Sublicensee Deed and that the Sublicensee Deed contains covenants from the Sublicensee in favour of Go1;
- (j) not do anything in the Building that Council reasonably considers is dangerous, annoying, offensive, immoral or illegal;
- (k) not keep or use inflammable, volatile or explosive materials in the Building; or
- (l) not damage or destroy the Allocated Desks or anything on the Land, the Building or anything in the Building. Where the Sublicensee identifies that an Allocation Desk or any part of the Land or Building is damaged it must immediately notify Council of the damage.

5.2 coLab Objectives and Sublicensee Development Plan

- (a) The Sublicensee must, during the Term:
 - (i) pursue achievement of the coLab Objectives;
 - (ii) implement the Sublicensee Development Plan within 3 months of the commencement date; and
 - (iii) immediately notify Council in writing (subject to it not being prohibited from doing so by any law) when it becomes aware of any of the following:

- A. any actual or proposed change to the control of the Sublicensee or its primary activities, which has the potential to negatively impact the implementation of the Sublicensee Development Plan or pursuit or achievement of the coLab Objectives; and
 - B. any matters that relate to, or may be expected to adversely affect, the reputation, character or standing of the Sublicensee or a director or officer of the Sublicensee, including matters relating to their acting in breach of their obligations under any law in the conduct of the Sublicensee's business, including (without limitation) their obligations pursuant to the Corporations Act.
- (b) Subject to clause 5.2(c):
- (i) the Sublicensee must update its Sublicensee Development Plan from time to time as part of the Sublicensee's participation as a coLab Portfolio Company, including on account of the Sublicensee's participation in the coLab Programs;
 - (ii) the Sublicensee must give Council notice, and a copy of the amended Sublicensee Development Plan, immediately upon making any amendments.
- (c) Any amendments to the Sublicensee Development Plan must not impact on the Sublicensee's achievement or pursuit of the coLab Objectives during the Term.

5.3 Reporting obligations

The Sublicensee must:

- (a) on a quarterly basis during the Term, submit a report to Council setting out, at a minimum:
 - (i) the Sublicensee's progress against the Sublicensee Development Plan during the immediately preceding quarter (**Relevant Quarter**);
 - (ii) an outline of activities conducted by the Sublicensee during the Relevant Quarter in furtherance of the coLab Objectives;
 - (iii) an outline of any upcoming events or activities that the Sublicensee proposes to conduct in furtherance of the coLab Objectives; and
 - (iv) evidence supporting the matters described in paragraphs (i) to (iii) above;
- (b) at the end of the Term and 12 months after the end of the Term, submit a report to Council setting out, at a minimum:
 - (i) a summary of the Sublicensee's implementation of the Sublicensee Development Plan;

- (ii) identification of the extent to which the Sublicensee achieved the coLab Objectives and to, the extent that the Sublicensee did not achieve the coLab Objectives, an explanation of why the coLab Objectives were not achieved;
- (iii) evidence supporting the matters described in paragraphs (i) to (iii) above; and
- (iv) promptly provide such further information in connection with the Sublicensee's progress against the Sublicensee Development Plan, achievement of the coLab Objectives, and participation as a coLab Portfolio Company, as reasonably requested by Council from time to time.

6. Services

6.1 Sublicensee's acknowledgement

The Sublicensee:

- (a) acknowledges the Standard Services and the Hospitality Services are not being provided by Council and are being provided by Go1;
- (b) acknowledges Council is engaging Go1 to provide the Standard Services and the Hospitality Services and Council is not directly profiting from the arrangement; and
- (c) agrees that it is not entitled to make any Claim against Council if any part of or all of the Standard Services and/or the Hospitality Services are not provided in accordance with this Agreement or to a standard acceptable to the Sublicensee.

In the event that the Sublicensee is dissatisfied with the Standard Services and/or the Hospitality Services, the Sublicensee must notify Council in writing particularising its concerns.

6.2 Standard Services

- (a) The Standard Services will be made available for the Sublicensee to use during the Term.
- (b) The Sublicensee acknowledges and agrees that the Standard Services may be used in common with other occupants in the Building and that:
 - (i) some of the facilities or services may not be available for use at all times; and
 - (ii) that the Sublicensee is not entitled to make any Claim as a consequence of any unavailability.

6.3 Hospitality Services

- (a) Where the Sublicensee has opted to utilise the Hospitality Services and subject to clause 6.3(b), in consideration of the Hospitality Services Fee, the Hospitality Services will be made available for the Sublicensee's use during the Term.

- (b) Council may notify the Sublicensee that its right to utilise the Hospitality Services is revoked at any time during the Term where Go1 notifies Council that it requires Council to pay additional amounts in excess of the Hospitality Services Fee paid by the Sublicensee to continue to provide the Hospitality Services to any one or all of the Allocated Desks. The Sublicensee is not entitled to make any Claim against Council if access to the Hospitality Services is revoked under this clause.
- (c) The barista service (which forms part of the Hospitality Services) may be provided from a building that adjoins the Land. The Sublicensee acknowledges that this is outside of the control of Council and, if this arises, Council will take reasonable steps to ensure the Sublicensee can access the barista services at the adjacent location.

6.4 IT Support Services and IT Licensing

- (a) Council may notify the Sublicensee that the IT Support Services will no longer be provided where Go1 notifies Council that it requires Council to pay additional amounts in order to continue to provide the IT Support Services to any one or all of the Allocated Desks. The Sublicensee is not entitled to make any Claim against Council if access to the IT Support Services are no longer provided in accordance with this clause.
- (b) The Sublicensee must notify Council if it requires the use of any of the IT Licensing Services. Council will, subject to those IT Licensing Services being made available to Council from Go1 provide the IT Licensing Services to the Sublicensee. The Sublicensee is not entitled to make any Claim against Council if access to the IT Licensing Services is not able to be provided at any time during the Term.

6.5 coLab Programs

- (a) Council has established:
 - (i) an entrepreneurs in residence program where highly experienced entrepreneurs and new venture development and scaling experts (**EIRs**) (**EIR Program**);
 - (ii) a mentor program, where industry and subject matter experts (**Mentors**) (**Mentor Program**),are available to provide informal guidance, suggestions and support to each coLab Portfolio Company, in relation to each coLab Portfolio Company's business.
- (b) Council may also, during the Term, establish additional programs (together, the coLab Programs) to further support the Sublicensee.
- (c) As a condition of participating in the coLab Growth Hub as a coLab Portfolio Company, the Sublicensee:
 - (i) throughout the Term, must, subject to clause 6.5(d), participate in the EIR Program and Mentor Program and engage with the EIRs and Mentors, and any other coLab Programs;

- (ii) acknowledges that the coLab Programs are innovation initiatives of Council and may cease or be scaled down at any time for any reason whatsoever, including Council budgetary reasons;
 - (iii) acknowledges and agrees that any guidance, suggestions or support provided by an EIR or Mentor as part of the EIR Program and Mentor Program, or in connection with any other coLab Program, is received by the Sublicensee at the Sublicensee's own risk;
 - (iv) must make its own assessment and decisions regarding any guidance, suggestions and support offered by an EIR or Mentor, or under any coLab Program;
 - (v) assumes full responsibility for any action taken by the Sublicensee, whether directly or indirectly, as a result of any guidance, suggestions or support offered by the EIR or Mentor or under a coLab Program; and
 - (vi) releases and indemnifies the EIR, Mentors, Council and its officers, employees, contractors, agents and volunteers, and any other person or entity who becomes involved in the EIR Program, Mentor Program or another coLab Program, from any and all liability, claims, demands, proceedings, actions or causes of action whatsoever arising out of any damage, loss or injury to the Sublicensee, the Sublicensee's business or a third party, which may result from the Sublicensee's participation in the coLab Programs.
- (d) The Sublicensee must either:
- (i) prior to initiating engagement with any EIR or Mentor as part of the EIR Program or Mentor Program:
 - A. notify Council that it proposes to engage with an EIR or Mentor and provide the following details in respect of the engagement:
 - 1) the EIR or Mentor name;
 - 2) the purpose of the engagement, including how the assistance of the relevant EIR or Mentor will assist the Sublicensee to implement its Sublicensee Development Plan;
 - 3) the timing and timeframes for engagement with the EIR and Mentor (i.e. one hour per week over three weeks, a three hour one-off workshop); and
 - B. receive Council's written approval for the proposed engagement with the EIR or Mentor; or
 - (ii) consult with Council (where Council has contacted the Sublicensee) in relation to potential options for participation in the EIR and Mentor Program, and, based on those consultations:

- A. prepare and submit to Council a proposal to engage with an EIR or Mentor containing the details set out in clause 6.5(d)(i)A; and
 - B. receive Council's written approval for the proposed engagement with the EIR or Mentor.
- (e) Council may, in its absolute discretion, refuse to provide approval under clause 6.5(d)(i)B for any reason, including on account of Council budget limitations for the EIR Program and the Mentor Program.

6.6 Professional Advisor Panel

- (a) Council may establish a panel of professional advisors consisting of professional advisors with relevant experience advising start-ups and scale ups in respect of their businesses (**Professional Advisor Panel**).
- (b) Subject to Council establishing the Professional Advisor Panel, the Sublicensee may, during the Term, access the Professional Advisor Panel in accordance with the terms notified by Council from time to time.
- (c) For the avoidance of doubt, the Sublicensee's engagement of advisors from the Professional Advisor Panel is at the Sublicensee's own expense and risk and will be subject to the specific terms agreed between the Sublicensee and the relevant professional advisor.
- (d) The Sublicensee releases and indemnities Council and its officers, employees, agents or contractors (other than the relevant professional advisor) from and against any liability howsoever arising in connection with the Sublicensee's use of the Professional Advisor Panel.

7. Intellectual Property

- (a) Subject to clause 14.10, the Sublicensee provides Council a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, publish, adapt and sub-license the Reporting Material for Council purposes.
- (b) The licence in clause 7(a) does not apply to the coLab Material.
- (c) This Sublicence does not affect the ownership of Intellectual Property Rights in Existing Material.

8. Insurances, indemnities and releases

8.1 Sublicensee accepts risk

The Sublicensee enters the Land and the Building and uses the Allocated Desks at its own risk.

8.2 Insurance

The Sublicensee must

- (a) keep current during the Term and any holding over period:

- (i) public risk insurance for at least \$10 million;
 - (ii) a policy covering the Sublicensee's Property for full insurable value and on a full replacement basis against all insurable risks; and
 - (iii) all other insurances required by law; and
- (b) give Council on demand evidence that the Sublicensee has complied with clause 8.2(a).

8.3 Indemnity

The Sublicensee is liable for and indemnifies Council against all Claims arising from or incurred in connection with:

- (a) anything (including damage, loss, injury and death) caused or contributed to by the act, omission, negligence or default of the Sublicensee or the Sublicensee's Employees or the Sublicensee's use of the Allocated Desks or access to the Land and the Building;
- (b) anything occurring on, originating in, or coming from the Allocated Desks, unless it is caused by Council's negligence; and
- (c) the Sublicensee's default under this Agreement.

8.4 Release

The Sublicensee releases Council from all, and agrees that Council is not liable for any Claims arising from or incurred in connection with:

- (a) anything (including damage, loss, injury and death) unless it is caused by Council's negligence;
- (b) Council doing anything Council is permitted or obliged to do under this Agreement; and
- (c) the Standard Services (or any part thereof), Hospitality Services (or any part thereof), electricity service, internet service, or any other service, being interrupted, broken down or not being available.

9. Breach of Rules

- (a) If Council is notified by Go1 or any other occupant of the Building that the Sublicensee has breached or is breaching the Rules, Council may issue a notice to the Sublicensee requiring it to cease and desist its breach of the Rules.
- (b) If the Sublicensee does not comply with Council's notice under clause 9(a) and continues to breach the Rules the subject of the notice after the date Council issues its notice to the Sublicensee, Council may (in its absolute discretion) issue notice to the Sublicensee:
 - (i) terminating this Agreement, having effect on the date Council notifies the Sublicensee that the Agreement is terminated; or
 - (ii) where the person breaching the Rules is an individual within the Sublicensee's company or group, directing the Sublicensee to

immediately revoke the offending person's access to the Allocated Desk(s).

- (c) If the Sublicensee does not comply with Council's notice issued under clause 9(b)(ii), the Sublicensee will be in breach of this Agreement.

10. Default

In addition to Council's rights under clause 9(b)(i), the Sublicensee is in default under this Agreement and Council may terminate this Agreement if:

- (a) the Sublicensee does not pay the Licence Fee or Hospitality Services Fee as required by this Agreement and that default continues for at least 14 days; or
- (b) the Sublicensee does not comply with any other obligation under this Agreement (including the obligation to provide Reports and pursue the coLab Objectives or implement the Sublicensee Development Plan in accordance with clause 5.2) and does not remedy that default within 7 days after Council gives the Sublicensee a notice requiring the Sublicensee to remedy the default.

11. Termination - other than due to Sublicensee default

Council may terminate this Agreement:

- (a) in its absolute discretion by giving at least 30 days' written notice to the Sublicensee. If Council terminates this Agreement under this clause 11(a), Council will pay the Sublicensee its reasonable and documented expenses directly incurred as a consequence of the termination. The Sublicensee will otherwise have no entitlement to make any Claim against Council and the Sublicensee must take reasonable steps to minimise its expenses relating to the termination; or
- (b) where Council's agreement with Go1 in respect of the Building ends for any reason. Where this Agreement is terminated under this clause 11(b) the Sublicensee is not entitled to make any Claim against Council.

12. Licence ends

12.1 Events

This Agreement ends on the earliest to occur of:

- (a) the Expiry Date (but if the Sublicensee holds over under this Agreement with Council's consent, the date the holding over ends);
- (b) the date this Agreement is terminated including under clause 11; and
- (c) the date the Building is destroyed or the whole or any part of the Building is damaged so that the all or some of the Allocated Desks are unfit or substantially unfit for the Sublicensee to use (as determined by Council acting reasonably).

12.2 Sublicensee to vacate

When this Agreement ends, the Sublicensee must promptly vacate the Allocated Desks, remove all possessions and leave the Allocated Desks in a clean and tidy condition.

12.3 Failure to vacate

If the Sublicensee does not comply with its obligations under clause 12.2 on time, Council may remove the Sublicensee's possessions and/or vehicles and store them at the Sublicensee's risk and expense. The Sublicensee must pay Council on demand as liquidated damages a sum equal to the cost to Council incurred by Council.

13. Notices

13.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as set out on the cover page (or as otherwise notified by a party to the other party from time to time);
- (c) must be signed by (or, in the case of email, sent by) the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent, representative or delegate of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by email, in accordance with clause 13.1 (b);
- (e) subject to clause 13.1 (e) (iv), is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the fourth day after the date of posting;
 - (ii) (in the case of email) when the email enters the information system of the addressee; and
 - (iii) (in the case of delivery by hand) on delivery; and
 - (iv) if taken to be received under clause 13.1 (e) on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

14. General

14.1 Governing law

This Agreement is governed by and must be construed according to the law applying in Queensland.

14.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 14.2(a).

14.3 Sublicensee's Employees

The Sublicensee must ensure that the Sublicensee's Employees comply, if appropriate, with the Sublicensee's obligations under this Agreement.

14.4 Amendments

This Agreement may only be varied in writing signed by both parties.

14.5 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Agreement of each party who has executed and delivered that counterpart.

14.6 Waiver

- (a) 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.
- (b) 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.

14.7 Further acts and documents

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

14.8 No representation or reliance

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

14.9 Council as Local Authority

Anything the Council does, fails or purports to do pursuant to its statutory powers and functions will not be deemed to be an act or omission of Council under or in connection with this Agreement.

14.10 Confidentiality

- (a) Subject to clauses 14.10(b) and 14.10(c), the Sublicensee will not disclose to any person the negotiation, execution or content of this deed.
- (b) The Sublicensee may disclose the negotiation, execution and content of this Agreement:
 - (i) to the Sublicensee's professional advisors under an obligation of confidentiality to the Sublicensee;
 - (ii) if required by law, and the Sublicensee must notify Council of the requirement as soon as possible after becoming aware of the requirement; or
 - (iii) to enforce the Sublicensee's rights under or otherwise prosecute a breach of this deed,

provided always that the information disclosed is limited to that strictly required to exercise the right or meet the requirement under this clause.

- (c) The Sublicensee may disclose the content of this Agreement insofar as is required to any other third party required to comply with the Sublicensee's obligations under this Agreement.

14.11 Consent to public announcements and release of personal information

The Sublicensee:

- (a) acknowledges that it is occupying the Allocated Desk(s) and receiving the benefit of the services at a subsidised fee and that the Licence Fee does not cover all of Council's costs to provide access to the Allocated Desk(s) or the services provided in connection with this Agreement;
- (b) consents to Council (including the Mayor and Councillors) naming the Sublicensee and the enterprise being undertaken by the Sublicensee arising in connection with its use of the Allocated Desk(s) and accessing the services provided under this Agreement (including that the Sublicensee has been granted occupation of the Allocated Desk(s) for a nominal Licence Fee and is receiving the services at a subsidised rate) in any public materials, reports, announcements, websites, social media, communications and marketing materials to further support, advertise or celebrate the achievements of the coLab Growth Hub; and
- (c) consents to Council accessing, collecting, using, disclosing and sharing Personal Information of the Sublicensee.

15. GST

15.1 Definitions and interpretation

In this clause 15:

- (a) **Agreed Price** means the amount the Recipient is required to pay under any provision of this Agreement (except this clause 15) for a supply;
- (b) **Supplier** means a party who makes a supply whether on behalf of another entity or otherwise;
- (c) a reference to a supply is a supply under this Agreement;
- (d) a reference to GST payable by the Supplier includes any GST payable by the representative member of any GST group of which the Supplier (or the entity on whose behalf the Supplier is acting) is a member; and
- (e) words and phrases used that are also used in the GST Act have the same meaning as in that Act, except that:
 - (i) "GST" has the meaning given in clause 2.1;
 - (ii) **Recipient** means a party who provides or is liable to provide consideration under this Agreement for a supply; and
 - (iii) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) is treated as a separate supply for the purposes of this clause.

15.2 Reimbursements

Any payment or reimbursement required to be made under this Agreement that is calculated by reference to an amount paid or incurred is limited to the total amount less any input tax credit to which an entity is entitled for an acquisition to which the amount relates.

15.3 GST payable

Despite the other provisions of this Agreement, if the Supplier is or becomes liable to pay GST in respect of any supply:

- (a) the Agreed Price for that supply is exclusive of GST;
- (b) the Recipient must pay an additional amount equal to the GST in connection with that supply;
- (c) the Supplier must issue a valid tax invoice to the Recipient in respect of that supply; and
- (d) the additional amount payable under clause 15.3(b) must be paid at the same time as the first part of any consideration is provided for that supply or on receipt of a valid tax invoice for the taxable supply to which the additional amount relates, whichever is the later.

15.4 Variation

If the amount the Supplier recovers from the Recipient on account of GST on a supply differs for any reason from the amount of GST paid or payable by the Supplier on that supply, then the Recipient must pay to the Supplier on demand (or the Supplier must credit the Recipient with) the amount of that difference. If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note within 14 days after the date of the adjustment event.

15.5 Penalties

If the Recipient does not comply with its obligations under this Agreement or with its obligations under the GST law in connection with this Agreement and because of this the Supplier becomes subject to penalties or interest for late payment of GST, then the Recipient must pay the Supplier on demand an amount equal to the amount of the penalties and interest.

Annexure A - Standard Services

#	Licence Service	Service Description
1.	Cleaning Services:	<ul style="list-style-type: none"> All Shared Common Areas, office areas and areas around the Allocated Desk(s) cleaned daily.
2.	Facilities and Services Maintenance:	<ul style="list-style-type: none"> Desk(s) and chair(s) (being the Allocated Desk(s)); access to an open plan kitchen, meeting rooms, designated private areas, a large boardroom/training room, fish bowl and break out areas for use in common with other occupiers of the Building; Toilet facilities; Air-conditioning (24 hours a day, 7 days a week); Technical equipment use in meeting rooms (i.e. screens, video conferencing equipment, magnetic whiteboards etc); Printing; CCTV Security; and Secure 24/7 access to the Building.
3.	Internet:	<ul style="list-style-type: none"> Gigabit 1000/1000mbps (upload/download) fibre optic internet access.
4.	Utilities:	<ul style="list-style-type: none"> Electricity and water.
5.	IT Licensing:	<ul style="list-style-type: none"> licence(s) for Kisi security and access control system; licence(s) for Zoom-Rooms; Go1 Learning Platform license(s) including access to professional development and compliance training courses; and office365 subscription for access to Zoom Rooms and Kisi.
6.	IT Support Services:	<ul style="list-style-type: none"> IT Support during Business Hours for Internet, Zoom Rooms and Kisi building access.

Annexure B - Hospitality Services

Licence Service	Service Description
Hospitality Services:	<ul style="list-style-type: none">• Full service Barista coffee and tea available 8am to 2pm 5 days per week (Business Days only).• Soft drinks and bottled water available in fridges.• Fruit and snacks.

Annexure C - Rules

Prohibited Activities

The Sublicensee agrees that the following are prohibited activities that it will not engage in:

1. Using the services in any manner that could damage, disable, overburden, or impair any Go1's servers or interfere with any other party's use and enjoyment of the space.
2. Obtaining or attempting to gain unauthorized access to any accounts, computer systems or networks connected to any Go1 server or to any of the services, through hacking, password mining or any other means.
3. Obtaining or attempting to obtain any materials or information through any means not intentionally made available through the services, nor should you post or download files that you know or should know are illegal or that you have no rights to.
4. Smoking, drug use or being in an intoxicated state.
5. Keeping, storing, or bringing in any flammable or hazardous materials.
6. Publishing, posting, uploading, distributing or disseminating any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through servers, our network or in our space.
7. Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.
8. Uploading, or otherwise making available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
9. Uploading files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property.
10. Downloading any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
11. Harvesting or otherwise collecting information about others.
12. Obstructing any entranceway, or creating any circumstances of disrepair or damage any Go1 property or the premises;
13. Bringing any pets into the Building, unless you have a specific need for visual assistance.
14. Using cellular phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, Go1 requests that all members, guests, and clients turn their phones to vibrate while in the Building. Go1 also asks that you use a phone booth or meeting room for calls longer than five minutes.

Annexure D - coLab Objectives

- To attract existing and new high-growth ventures to the City of Logan
- To create high value new jobs based in the City of Logan
- To raise awareness of Logan City's innovation economy
- For high-growth ventures to continue to expand their business
- To support and grow Logan City's innovation ecosystem