

APPOINTMENT OF NON-STATUTORY APPOINTEES WHO CONTRACT AS INDIVIDUALS s. 47E(c), s. 47F(1)

s. 47F(1), s. 47E(c)

Date: 9 July 2024

Contact: s.22(1)(a)(ii) Chief of Staff, Social Cohesion Taskforce, s.22(1)(a)(ii)
 s.22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU, s.22(1)(a)(ii)

Jillian Segal AO,

s. 47E(c), s. 47F(1)

Dear Ms Segal

Further to your formal offer of appointment, the attached documents comprise the terms governing your appointment to the role of Special Envoy to Combat Antisemitism for the Commonwealth of Australia, represented by the Department of Home Affairs (the Commonwealth).

The scope of the appointment is described in the Agreement Details in the attached Engagement Agreement.

Action required***Option 1 – individuals signing as individuals***

Please indicate your acceptance of the Engagement Agreement by:

- signing and dating both copies of the Engagement Agreement before a witness
- returning both to the Commonwealth within **5 days** after the date of this Letter.

s. 47E(c), s. 47F(1)

s. 47E(c), s. 47F(1)

If you have not already provided the following documents, or if they need to be updated to reflect your current circumstances, please also provide:

- details of any actual, perceived or potential Conflict of Interest using the form of Conflict of Interest Declaration at Schedule 1 of the Engagement Agreement;
- a completed Confidentiality Undertaking in the form of Schedule 2 of the Engagement Agreement signed by You;
- a completed CV pro-forma and Details pro-forma; and
- Confirmation of commencement of your Employment Suitability Clearance and AGSVA Baseline Security Clearance.

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A fully executed original of the Engagement Agreement will be returned to you upon execution by the Commonwealth.

Yours sincerely

Stephanie Foster
Secretary

Department of Home Affairs

9 July 2024

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ENGAGEMENT AGREEMENT

AGREEMENT DETAILS

Item	Clause reference	
Parties		1. The Commonwealth of Australia represented by the Department of Home Affairs ABN 33 380 054 835 (the Commonwealth) and
		s. 47E(c), s. 47F(1)
Engagement	2	Nature of appointment Assist and advise Government by: - providing advice to the Prime Minister and to the Minister for Immigration, Citizenship and Multicultural Affairs to inform policy development, legislation, campaigns (in accordance with the Australian Government Guidelines on Information and Advertising Campaigns by non-corporate Commonwealth entities) and programs that will go to effectively combatting Antisemitism and social cohesion factors that drive the behaviour across online and social media, traditional media, and within education, arts, culture and industry sectors; - promoting public awareness and understanding of the impacts of Antisemitism by highlighting diverse Jewish Australian identities, the ongoing contributions of Jewish Australians to the building and progress of Australia, and combatting stereotypes and misinformation in communication channels; - engaging with public and private sector stakeholders across whole of society and utilising research and data to identify the drivers of Antisemitic behaviour; - supporting efforts to address systemic and interpersonal racism (including Antisemitism), hate speech, discrimination and divisive language through public education and awareness, through engaging in media opportunities, facilitating roundtables and participating in public discussion with the support of the Department of Home Affairs; - identifying ways to strengthen broad social cohesion, including fostering inter-faith dialogue, for all Australians; - the production by the Appointee of an annual report in a form as agreed by the parties for the Prime Minister of Australia and subsequent publication to the Australian public within 20 days of presentation to the Prime Minister of Australia or, in circumstances where this timeframe cannot be met, that the publication will not be unduly delayed by either party; and - undertaking other related tasks that may be necessary from time to time. Incidental matters

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		If incidental materials, services or functions are required in order for the Engagement to be performed (e.g. pre-reading or preparation), they will be taken to be included in the scope of the Engagement and subject to the payment of Fees notwithstanding that they are not specifically set out in this Agreement. In order to carry out the Engagement, the Appointee will be provided with a mobile phone and laptop during the Term. These remain the property of the Commonwealth and must be returned to the Commonwealth on or before the Expiry Date as requested by the Commonwealth. Please refer to the attached Terms of Reference for further detail on engagement.
Expiry Date	3.1	36 calendar months from date of signature of the Agreement
s. 47E(c)	4.2/4.3	s. 47E(c), s. 47F(1)
s. 47E(c)	4.1	s. 47E(c), s. 47F(1)
s. 47E(c)	1	s. 47E(c), s. 47F(1)
Superannuation	4.6 (if applicable)	Will superannuation contributions be payable by the Commonwealth in respect of the Engagement, in addition to the Fees? Yes [] No [X]
Travel Arrangements		Is travel applicable? Are any travel arrangements or entitlements applicable to the Engagement? Yes

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	5	Travel Entitlements Where the Appointee is required to travel as part of the Engagement and this requires an overnight absence, the Appointee will be entitled to a travelling allowance in accordance with the Remuneration Tribunal (Official Travel) Determination 2023, at rates consistent with travel tier 2. Arrangements for making travel booking If the Appointee is required to undertake any domestic or international travel as part of the Engagement, the Commonwealth will arrange and pay for or reimburse the Other Party for the Appointee's flights and international travel insurance. Where available, the Appointee's flights will be in Business class. The Appointee may choose to travel at a lower class if that would be more convenient or appropriate.
s. 47E(c)	6	s. 47E(c), s. 47F(1)
Insurance	7	Workers' compensation cover as required by law will be required.
Intellectual Property	10	See definition of Intellectual Property in clause 1.2; clause 10 in relation to Intellectual Property under this Agreement
Commonwealth Confidential Information	11	The definition of Commonwealth Confidential Information will apply
Commonwealth's Privacy Representative	12	The Commonwealth's nominated representative for handling privacy matters, contactable at s.22(1)(a)(ii) @homeaffairs.gov.au
Security	14	Is a security clearance required for the Engagement? Yes If yes, specify the level of clearance required: Baseline

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Commonwealth Representative	28	The Commonwealth Representative is s.22(1)(a)(ii) Chief of Staff, Social Cohesion Taskforce.							
Commonwealth's address for notices	29	Postal address: 6 Chan St Belconnen ACT 2617 Physical address: 4 National Circuit Barton ACT 2600 Email address: s.22(1)(a)(ii) @homeaffairs.gov.au							
Other Party's and Appointee's address for notices	29	s. 47E(c), s. 47F(1)							
Premises	29	The Commonwealth will provide a suitable secure office facility in the s. 47E(c), s. 47F(1) for use by the Appointee and staff at no cost to the Other Party or the Appointee.							
Staff	30	The Commonwealth will provide the following staff members to support the Appointee in the performance of the Engagement at no cost to the Other Party or the Appointee: <table><tr><td>SES Band 1 – Social Cohesion Taskforce (Advice and Support Branch)</td></tr><tr><td>EL2 Director</td></tr><tr><td>EL1 Executive Officer (Administration support)</td></tr><tr><td>APS6 Secretariat</td></tr><tr><td>Social Cohesion Taskforce additional supporting function:</td></tr><tr><td>EL1 Assistant Director</td></tr><tr><td>APS6</td></tr></table> The Commonwealth will also provide reasonable access to other personnel in the Department of Home Affairs as reasonably required by the Appointee in the performance of the Engagement.	SES Band 1 – Social Cohesion Taskforce (Advice and Support Branch)	EL2 Director	EL1 Executive Officer (Administration support)	APS6 Secretariat	Social Cohesion Taskforce additional supporting function:	EL1 Assistant Director	APS6
SES Band 1 – Social Cohesion Taskforce (Advice and Support Branch)									
EL2 Director									
EL1 Executive Officer (Administration support)									
APS6 Secretariat									
Social Cohesion Taskforce additional supporting function:									
EL1 Assistant Director									
APS6									

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PARTIES

This Agreement is made between and binds the Parties shown in the Agreement Details.

CONTEXT

This Agreement is made in the following context:

- A. The Australian Government has requested that the Appointee undertake the Engagement.
- B. This Agreement sets out the terms and conditions on which the Engagement will be undertaken.

1. INTERPRETATION

1.2 In this Agreement, unless the contrary intention appears, the term:

Agreement Date means the date on which the last person executes this Agreement.

Agreement Material means all Material supplied, created or collected, or required to be supplied, created or collected, as part of, or for the purpose of, the Engagement under this Agreement. Agreement Material does not include Commonwealth Material.

Applicable WHS Law means any applicable occupational health and safety law, including the WHS Act and any corresponding WHS law (as defined in section 4 of the WHS Act).

Appointee means the person identified as such in the Agreement Details table.

Business Day means all days except Saturdays, Sundays and public holidays in the Australian Capital Territory.

Commonwealth Confidential Information means information of the Commonwealth that is identified as such in the Agreement Details or is otherwise designated by the Commonwealth as confidential but does not include information which:

- (a) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or
- (b) has been independently developed or acquired by the Other Party, as established by written evidence.

Commonwealth Material means any Material provided by or on behalf of the Commonwealth to the Other Party in connection with this Agreement.

Commonwealth Record means a "Commonwealth record" as defined in the *Archives Act 1983* (Cth).

Commonwealth Representative means the person identified as such in the Agreement Details or such other person as the Commonwealth may appoint from time to time and advise to the Other Party by notice in writing.

Confidentiality Undertaking means an undertaking in the form of Schedule 2.

Eligible Data Breach has the same meaning as in the Privacy Act.

Engagement means the engagement as described in the Agreement Details.

Expiry Date has the meaning given to that term in the Agreement Details.

Fees means the fees as set out in the Agreement Details.

GST has the meaning given by the GST Law.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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Insolvency Event means the occurrence of an event or circumstance that the Commonwealth considers has or may have an adverse effect on the Appointee or Other Party's commercial or financial viability, ability to perform the Engagement or obligations under this Agreement, or the ability of the Commonwealth to enforce its rights under or in connection with this Agreement.

Intellectual Property or IP means all present and future rights conferred by statute, common law, equity, in or relating to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields and includes the rights to the registration of those rights. Intellectual Property does not include Moral Rights or rights to keep information confidential.

Material includes documents, equipment, software, goods, information and data stored by any means, but does not include rights in relation to Intellectual Property.

Method of Payment has the meaning given to that term in the Agreement Details.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, anywhere in the world.

Personal Information has the same meaning as the term 'personal information' in the *Privacy Act 1988* (Cth) and includes 'sensitive information'.

Privacy Act means the *Privacy Act 1988* (Cth).

Tax Invoice means an invoice. Where there is a Taxable Supply (as defined in the GST Law), a Tax Invoice must be in the form of a tax invoice complying with the requirements of the GST Law.

WHS Act means the *Work Health and Safety Act 2011* (Cth).

1.3 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are for convenience reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing a person include a partnership and a body whether corporate or otherwise;
- (e) a reference to dollars is a reference to Australian dollars;
- (f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (h) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- (i) a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally;
- (j) a reference to any deed, agreement, licence, document or other instrument (including this Agreement) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time;
- (k) where the day on or by which any act, matter or thing is to be done under or pursuant to this agreement is not a Business Day, the act, matter or thing must be done on the next Business Day; and
- (l) references to clauses are references to clauses of this Agreement.

- 1.4 A provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

2. PERFORMANCE OF THE ENGAGEMENT

- 2.1 The Appointee will perform the Engagement.
- 2.2 The Engagement must not be subcontracted or performed by any person other than the Appointee, unless otherwise agreed by the Commonwealth.
- 2.3 The Commonwealth will provide the premises described in the Agreement Details for use by the Appointee and allocated staff in the performance of the Engagement.
- 2.4 The Commonwealth will make the staff members described in the Agreement Details available to assist and take direction (subject to relevant Commonwealth policies and procedures) from the Appointee in the performance of the Engagement.

3. TERM

- 3.1 This Agreement will commence on the earlier of:
- (a) the date it has been executed by both parties; or
 - (b) the date upon which the Other Party provides to the Commonwealth satisfactory evidence of the Appointee having obtained a security clearance, if one is required under the Agreement Details; and,
- subject to earlier termination in accordance with this Agreement, will expire on the Expiry Date (the **Term**).

4. FEES

- 4.1 Subject to this Agreement and the provision of a correctly rendered Tax Invoice, if the Appointee undertakes the Engagement to the satisfaction of the Commonwealth, the Commonwealth will pay the Fees in accordance with the Method of Payment.

Individual not registered for GST

- 4.2 If the Agreement Details say that this clause applies:
- (a) the Other Party represents to the Commonwealth that they are not registered for GST; and
 - (b) no GST has been included in the Fees.

Other Party is a company or an individual operating an enterprise who is registered for GST

- 4.3 If the Agreement Details say that this clause applies, the Fees are inclusive of GST.

PAYG taxation

- 4.4 The Commonwealth may withhold from amounts payable to the Other Party the amounts the Commonwealth considers necessary for the Commonwealth to comply with its taxation obligations under Australian taxation legislation. The amounts payable under this Agreement are subject to reduction for any such withholding.
- 4.5 The amount deducted is determined by Australian tax laws and will depend upon a number of factors including:
- (a) whether or not the Other Party provides a tax file number; and
 - (b) whether or not the Other Party claims the tax free threshold.

Superannuation

- 4.6 This clause applies if the Agreement Details indicate that Superannuation is payable.

- (a) The Commonwealth will make superannuation contributions for the benefit of the Appointee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) The Other Party must, promptly at the commencement of the Term, provide the Commonwealth with details of a complying superannuation fund into which the Commonwealth may make superannuation payments on behalf of the Appointee in accordance with this clause 4.6.

Amounts otherwise inclusive

- 4.7 Subject to clause 5 and any other provision of this Agreement pursuant to which the Commonwealth has agreed to make available premises, equipment, travel, staff, ancillary support services and reimbursements, the Fees are inclusive of all other costs of undertaking the Engagement.
- 4.8 The Other Party and the Appointee are responsible for all payments and contributions including but not limited to taxes, duties or other Government charges.
- 4.9 The Other Party and the Appointee must comply with all applicable taxation laws in relation to payments received from the Commonwealth under this Agreement.
- 4.10 No amounts are payable in relation to leave in connection with the Engagement.

5. TRAVEL AND OTHER ALLOWANCES

- 5.1 This clause 5 applies if the Agreement Details say that it applies.
- 5.2 Arrangements for booking, payment or reimbursement of travel, accommodation and travel allowances will be in accordance with the Agreement Details.

S. 47E(c)

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7. INSURANCE

- 7.1 The Other Party is responsible for ensuring that it has and maintains appropriate insurances including those specified in the Agreement Details.
- 7.2 The Other Party must, on request by the Commonwealth, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by clause 7.1.

8. CARRYING OUT THE ENGAGEMENT

- 8.1 The Appointee must carry out the Engagement by:
- (a) exercising high professional standards of skill, care and diligence;
 - (b) using best endeavours to ensure that the Engagement achieves its intended purpose, is complete and is performed in a manner that achieves all standards of performance included in or referred to in this Agreement;
 - (c) ensuring that the Commonwealth is fully and accurately informed on all matters which are relevant to the Engagement;
 - (d) complying with all applicable legal (including statutory and regulatory) and Australian Government policy requirements as notified by the Commonwealth to the Appointee from time to time;
 - (e) ensuring that all obligations (including deadlines) specified in this Agreement are fully satisfied unless otherwise agreed between the parties;
 - (f) using best endeavours to ensure that all information provided to the Commonwealth, including in reports, documents and other Agreement Material is correct, complete and not misleading in any respect; and
 - (g) ensuring that all Agreement Material is neatly and legibly compiled and that it contains adequate information to demonstrate the Engagement undertaken and to support all conclusions, findings and opinions.
- 8.2 The Commonwealth must provide all reasonable assistance as requested by the Appointee from time to time in support of the Appointee's performance of the Engagement.

9. NO EMPLOYMENT OR AGENCY

- 9.1 Neither the Other Party nor the Appointee is, by virtue of this Agreement, an employee, partner or agent of the Commonwealth.
- 9.2 The Other Party must not represent itself, and must ensure that the Appointee does not represent themselves, as being an employee, partner or agent of the Commonwealth.
- 9.3 Neither the Other Party nor the Appointee has any authority to incur, and must not incur, any obligation on behalf of the Commonwealth.

10. AGREEMENT MATERIAL AND COMMONWEALTH MATERIAL

- 10.1 The Other Party and the Appointee acknowledge that all of the Agreement Material is made independently but subject to the reasonable feedback of the Commonwealth as specified in clause 27.
- 10.2 Title to and risk in relation to the physical property in Agreement Material passes to the Commonwealth upon delivery of the Agreement Material to the Commonwealth.
- 10.3 Subject to clause 10.4, title to and ownership of all Intellectual Property in all Agreement Material vests immediately upon its creation in the Commonwealth.
- 10.4 Nothing in this clause 10 affects the ownership of Intellectual Property created before this Agreement was executed, or created by a third party for a purpose unrelated to this Agreement.

- 10.5 Where the Other Party or the Appointee owns material used in relation to the Engagement, the Other Party grants to the Commonwealth a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit any Intellectual Property in the Agreement Material not owned by the Commonwealth. Title to the Commonwealth Material does not pass to the Other Party or the Appointee by virtue of any delivery to it or any other action taken under this Agreement.
- 10.6 At the Commonwealth's request, the Other Party or the Appointee must bring into existence, sign, execute or otherwise deal with any document, which may be necessary to give effect to this clause 10.
- 10.7 Subject to clause **Error! Reference source not found.** (if applicable), the Other Party and the Appointee must ensure that all Commonwealth Material, and any Agreement Material to be provided to the Commonwealth, is used, copied, reproduced or supplied by the Other Party, the Appointee and any persons to whom the Other Party supplies Agreement Material (other than the Commonwealth) only for the purposes of this Agreement.
- 10.8 The Other Party and the Appointee must keep full and accurate records of the location and development of all Commonwealth Material and Agreement Material and make the records available to the Commonwealth on request.
- 10.9 The Other Party acknowledges that the Commonwealth may, at any time and without notice, demand either orally or in writing, the destruction or delivery to the Commonwealth of all:
- (a) Commonwealth Material;
 - (b) Agreement Material; or
 - (c) other documents that contain Commonwealth Confidential Information,
- that may be in the Other Party's possession or control.
- 10.10 The Other Party and the Appointee must not breach the Intellectual Property rights of any third party in undertaking the Engagement.
- 10.11 To the extent permitted by law the Other Party consents, and must ensure that the Appointee consents, to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights in the Agreement Material.
- 10.12 the Commonwealth grants to the Other Party an irrevocable, non-exclusive, royalty-free, non-transferable perpetual license to use Intellectual Property in Agreement Material for purposes consistent with the Engagement.
- 10.13 The Other Party will obtain the Commonwealth's prior written permission before publishing Agreement Material pursuant to the licence described in clause 10.12.

11. DISCLOSURE OF INFORMATION

- 11.1 Except as specified in clause 11.2, or with the prior consent of the Commonwealth, the Other Party and the Appointee must not make public or disclose to any person other than the Commonwealth any Commonwealth Confidential Information.
- 11.2 Clause 11.1 does not apply to disclosures made by the Other Party or the Appointee:
- (a) to the extent required by law, or as required by any government or governmental body, authority or agency;
 - (b) to disclosures to legal advisors to the extent necessary to obtain advice in relation to rights under this Agreement,

but in each case of disclosure by the Other Party, it must give the Commonwealth sufficient notice of any proposed disclosure to enable the Commonwealth to seek a protective order or other remedy to prevent the disclosure.

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- 11.3 The Other Party and the Appointee must ensure that Commonwealth Confidential Information is protected against loss, unauthorised access, use, modification, disclosure, or other misuse.
- 11.4 The Other Party and the Appointee must not transfer Commonwealth Confidential Information outside Australia, or allow persons outside Australia to have access to it, without the prior written approval of the Commonwealth.
- 11.5 The Other Party must provide an executed confidentiality undertaking to the Commonwealth in the form of Schedule 2 upon executing this Agreement.

12. PRIVACY

- 12.1 Except as set out in clause 12.2, or with the written permission of the Commonwealth Representative, with respect to all Personal Information that it has access to or collects in or in relation to the performance of this Agreement, the Other Party and the Appointee must:
- (a) not do any act or engage in any practice that would breach the Privacy Act if done or engaged in by the Commonwealth;
 - (b) not access, use, disclose, publish, communicate or retain, or otherwise deal with the Personal Information in any way, except for the purpose of:
 - (i) performing the Agreement; or
 - (ii) complying with the Privacy Act;
 - (c) implement all reasonable measures to meet the requirements of this clause 12;
 - (d) cooperate with any reasonable demands or enquiries made by the Privacy Commissioner or the Commonwealth, including in the investigation of any complaints;
 - (e) immediately notify the Commonwealth Privacy Representative if it becomes aware that a disclosure of such Personal Information may be required by law, or when it becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach and provide a written report in relation to such breach or suspected breach within 3 Business Days;
 - (f) in the event of a breach of privacy obligations under this clause 12, take steps to limit any further unauthorised access to the relevant Personal Information or the possible compromise of other Personal Information;
 - (g) ensure that any person who obtains access from the Other Party or the Appointee to any Personal Information in respect of which it has obligations under the Privacy Act or this clause 12 signs a confidentiality declaration in a form acceptable to the Commonwealth, if required by the Commonwealth, prior to the access;
 - (h) take all reasonable measures to ensure that such Personal Information is protected against loss, unauthorised access, use, modification, disclosure or other misuse and to mitigate the risk of an Eligible Data Breach causing serious harm to any of the individuals to whom it relates. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;
 - (i) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
 - (j) notify the Commonwealth's Privacy Representative of, and cooperate with the Commonwealth in the resolution of, any complaint alleging an interference with privacy; and
 - (k) upon written notice from the Commonwealth destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.

- 12.2 The Other Party and the Appointee must:

- (a) refer any requests for access by third parties to Personal Information to the Commonwealth's Privacy Representative; and
 - (b) assist the Commonwealth, if requested to do so, to enable any person, on request, to ascertain in respect of Personal Information:
 - (i) whether the Other Party or the Appointee has possession or control of any records that contain such information;
 - (ii) the nature of the information;
 - (iii) the main purposes for which the Other Party or the Appointee uses the information; and
 - (iv) the steps the person should take if the person wishes to obtain access to the information.
- 12.3 The Other Party's obligations in this Agreement (including this clause 12) are in addition to its obligations under the Privacy Act.

13. CONFLICT OF INTEREST

- 13.1 For the purposes of this clause 13, a **Conflict of Interest** means any matter, circumstance, interest, or activity affecting the Appointee or Other Party which may or may appear to impair the ability of the Appointee or Other Party to perform its obligations or duties in relation to the Engagement diligently and independently, but does not include the advancement or promotion of particular matters in a manner consistent with the Engagement.
- 13.2 The Other Party warrants that, having made all reasonable enquiries, at the date of entering into this Agreement, no Conflict of Interest exists or is likely to arise in the Appointee's performance of the Engagement, which has not already been advised to the Commonwealth in writing and consented to by the Commonwealth.
- 13.3 The Other Party agrees to:
- (a) use its best endeavours to ensure that a situation does not arise that may result in a Conflict of Interest arising during the Engagement;
 - (b) notify the Commonwealth if it becomes aware of any Conflict of Interest or potential Conflict of Interest, while the Appointee undertakes the Engagement; and
 - (c) comply with all directions given by the Commonwealth for dealing with any Conflict of Interest.
- 13.4 If the Other Party is unable or unwilling to resolve or deal with the Conflict of Interest as required, the Commonwealth may terminate this Agreement in accordance with clause 19.5.

14. SECURITY

- 14.1 The Other Party and the Appointee must comply with all relevant security requirements specified in any policy which forms part of the Commonwealth's Protective Security Policy Framework as amended from time to time.
- 14.2 The Other Party must perform its obligations under this Agreement and the Appointee must perform the Engagement in accordance with security requirements notified by the Commonwealth from time to time in its absolute discretion which may include a requirement for the Appointee to obtain security clearances if specified in the Agreement Details.
- 14.3 If any breach of any security requirement occurs then, without limiting the Commonwealth's rights under this Agreement, the Other Party must comply with any reasonable directions of the Commonwealth in order to rectify the issue and prevent further issues. If the Other Party is unable or unwilling to resolve or deal with a breach of a security requirement, including the maintenance of a security clearance if required, the Commonwealth may terminate this Agreement in accordance with clause 19.5.
- 14.4 The Other Party must:

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- (a) take reasonable steps to inform itself of the security requirements; and
- (b) advise the Commonwealth promptly in writing of any relevant circumstances that, in its reasonable opinion, might affect any authorisation or security clearance provided.

14.5 The Other Party and the Commonwealth may, from time to time, agree to additional security measures to be provided by the Commonwealth, including physical and/or cyber security measures as required, in connection with the Engagement.

15. ACCESS TO RECORDS

- 15.1 The Other Party and the Appointee must grant, at all reasonable times, access to premises, records, accounts and other financial material or Material relevant to this Agreement, including the Commonwealth Material and Agreement Material, however and wherever stored or located, in the custody, possession or control of the Appointee or Other Party to:
- (a) the Commonwealth or any persons authorised in writing by the Commonwealth; and
 - (b) the Commonwealth Auditor-General, the Commonwealth Ombudsman, the Privacy Commissioner, or their delegates,
- for the purposes of performing their respective statutory functions and/or for inspection and/or copying.
- 15.2 The Other Party and the Appointee agree to comply with Commonwealth record-keeping policies including the *Archives Act 1983* (Cth).
- 15.3 The Other Party must make available on request, and at no expense to the Commonwealth, such facilities as necessary to enable a legible reproduction of the Material referred to in clause 15.1 to be created.

16. AUDIT REQUIREMENTS

- 16.1 An audit of all or any part of this Agreement and its performance may be undertaken at any time by the Commonwealth or its nominee.
- 16.2 The Other Party and the Appointee must participate cooperatively in audits of this Agreement at the frequency and in relation to the matters specified by the Commonwealth, including on an ad hoc basis if requested by the Commonwealth, for the purpose of ensuring that this Agreement is being properly performed and administered. The Commonwealth may appoint an independent person to assist in the audits.
- 16.3 The Commonwealth must bear the costs of any audits.

17. ARCHIVES ACT 1983

- 17.1 The Other Party must not destroy or arrange for, nor effect, a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the Commonwealth and the National Archives of Australia.
- 17.2 Where the Commonwealth and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth Record by or to the Other Party, the Other Party must comply in every respect with the requirements of the *Archives Act 1983* (Cth) or guidelines issued by National Archives of Australia.
- 17.3 The Other Party must comply with any direction given by the Commonwealth for the purpose of transferring Commonwealth records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth Records.

18. NOTIFICATION OF SIGNIFICANT EVENTS

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18.1 In this clause 18, **Significant Event** means:

- (a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Other Party or its officers, employees, agents or subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
- (b) any other significant matters, including the commencement or threat of legal, regulatory or disciplinary action involving the Other Party or its officers, employees, agents or subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

18.2 The Other Party must immediately issue the Commonwealth a notice on becoming aware of a Significant Event.

18.3 The notice issued under clause 18.2 must provide a summary of the Significant Event, including the date that it occurred and whether any other personnel engaged in connection with the Engagement were involved.

18.4 The Commonwealth may notify the Other Party in writing that an event is to be considered a Significant Event, and where this occurs the Other Party must issue a notice under clause 18.2 in relation to the event within 3 Business Days of being notified by the Commonwealth.

18.5 Where reasonably requested by the Commonwealth, the Other Party must provide the Commonwealth with any additional information regarding the Significant Event within 3 Business Days of the request.

18.6 If requested by the Commonwealth, the Other Party must prepare a draft remediation plan and submit that draft plan to the Commonwealth for approval within 10 Business Days of the request.

18.7 Both the Commonwealth and the Other Party agree to work together with respect to the draft remediation plan in order to ensure events similar to the Significant Event do not occur again.

18.8 Without limiting its other obligations under this Agreement, the Other Party must comply with the remediation plan as approved by the Commonwealth. The Other Party agrees to provide reports and other information about the Other Party's progress in implementing the remediation plan as reasonably requested by the Commonwealth.

18.9 A failure by the Other Party to comply with its obligations under this clause 18 will be a material breach of this Agreement. The Commonwealth's rights under this clause 18 are in addition to and do not otherwise limit any other rights the Commonwealth may have under this Agreement. The performance by the Other Party of its obligations under this clause 18 will be at no additional cost to the Commonwealth.

19. **TERMINATION, REDUCTION OR AMENDMENT TO SCOPE WITHOUT DEFAULT**

19.1 The Commonwealth may terminate or reduce the scope of this Agreement, or with the written consent of Other Party, amend the scope of the Engagement upon notice in writing to the Other Party.

19.2 A notice issued in accordance with clause 19.1 may provide that termination, reduction or amendment is to be effective:

- (a) immediately; or
- (b) on any date subsequent to the date the notice is provided in writing to the Other Party (the **Effective Date**).

19.3 If this Agreement is terminated under clause 19.1, the Commonwealth is liable only for payment of Fees for work performed in carrying out the Engagement before the Effective Date of termination as set out in the notice, provided that such work has been rendered in accordance with this Agreement and the Other Party is not otherwise in breach of this Agreement.

19.4 If the Commonwealth, acting in good faith, issues a notice of reduction in scope under clause 19.1, the scope will be reduced in accordance with, and with effect from the date of, the notice and the Other

Party will comply with any reasonable directions given by the Commonwealth in connection with the reduction in scope.

- 19.5 If the Commonwealth issues a notice in accordance with clause 19.1, it will pay the Other Party for Services performed before the date of the termination or reduction.

20. TERMINATION FOR DEFAULT

- 20.1 Without prejudice to its rights at common law or under any statute, the Commonwealth may by notice to the Other Party, terminate this Agreement if:

- (a) an Insolvency Event occurs in respect of the Other Party;
- (b) the Commonwealth is entitled to terminate this Agreement in accordance with clause 20.2, 20.3 or 20.4;
- (c) the Other Party fails to commence performance of this Agreement, or to proceed at a rate of progress, so as to ensure the due and proper performance of this Agreement; or
- (d) without the prior written approval of the Commonwealth, there is a change in who controls the Other Party, or who may cast more than 50% of the votes for a resolution at an annual general meeting of its members, or a change in the beneficial ownership of more than 50% of the Other Party's ordinary issued share capital.

- 20.2 Subject to clause 20.3, if:

- (a) the Other Party breaches this Agreement; and
- (b) in the Commonwealth's sole and absolute opinion a breach is capable of being remedied,

the Commonwealth will give the Other Party 15 Business Days in which to remedy the breach. If after 15 Business Days the breach is not remedied to the satisfaction of the Commonwealth, then the Commonwealth may terminate this Agreement under this clause 19.5.

- 20.3 If the Other Party commits three or more breaches of this Agreement, the Commonwealth is not required to give it 15 Business Days to remedy the breach under clause 20.2, and may immediately terminate this Agreement under this clause 19.5.

- 20.4 If:

- (a) the Other Party breaches this Agreement; and
 - (b) the Commonwealth determines under clause 20.2 that a breach is not capable of being remedied,
- the Commonwealth may immediately terminate this Agreement under this clause 19.5.

21. TERMINATION BY THE OTHER PARTY

- 21.1 The Other Party may only terminate this Agreement by giving at least 5 Business Days' notice to the Commonwealth and only if:

- (a) the Commonwealth has not paid a correctly rendered invoice and has not notified the Other Party that it disputes the charges specified under an invoice within 60 days of receipt of that invoice and the Other Party has given the Commonwealth:
 - (i) a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Commonwealth at least 30 days to pay the invoice; and
 - (ii) a second notice 15 days after the first notice, referring to the first notice and giving the Commonwealth at least 15 days to pay the invoice,
- or

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under the Freedom of Information Act 1982

- (b) the Other Party has submitted notice to the Commonwealth that it wishes to relinquish the appointment which is the subject of this Agreement due to illness or for specific reasons set out in the notice.

22. TRANSITION OUT

22.1 In the event of termination or expiration of this Agreement for any reason, the Other Party must:

- (a) cease access to and use of the Commonwealth's systems, Agreement Material and Commonwealth Material;
- (b) at the Commonwealth's direction, either return or destroy all:
 - (i) Commonwealth Material;
 - (ii) Agreement Material; or
 - (iii) other documents that contain Commonwealth Confidential Information, that may be in the Other Party's possession or control;
- (c) where requested by the Commonwealth deliver to the Commonwealth a statutory declaration made by the Other Party declaring that to the best of their information and belief (after having made proper inquiries) they have not retained any of the Material specified in clause 22.1(b); and
- (d) comply with all other obligations in this Agreement, including those relating to Commonwealth Material and Agreement Material.

22.2 The following clauses will survive the expiration or termination of this Agreement:

- (a) clause 7 (Insurance);
- (b) clause 11 (Disclosure of Information);
- (c) clause 10 (Agreement Material and Commonwealth Material)
- (d) clause 12 (Privacy);
- (e) clause 14 (Security);
- (f) clause 15 (Access to Premises and Records);
- (g) clause 16 (Audit Requirements);
- (h) this clause 22 (Transition Out);
- (i) s. 47E(c), s. 45(1)
- (j) clause 32 (Applicable Law),

as well as any other provision which by its nature is intended, either expressly or implicitly, to survive the expiration or termination of this Agreement.

23. WARRANTIES,

23.1 The Other Party warrants that:

- (a) it is duly authorised to enter into, perform and observe its obligations under this Agreement;
- (b) its execution of this Agreement is valid and binding on it; and
- (c) it is not entering into this Agreement as a trustee for any trust.

s. 47E(c), s. 45(1)

s. 47E(c), s. 45(1)

25. COMPLIANCE WITH DIRECTIONS

- 25.1 In undertaking the Engagement, the Other Party and the Appointee must comply with:
- (a) all reasonable and lawful directions and instructions issued by the Commonwealth Representative, whether they are issued with respect to the Engagement or any other matter which the Commonwealth Representative considers may be reasonably relevant to the Engagement;
 - (b) all relevant legislation, codes of practice and national standards relating to work health and safety; and
 - (c) all applicable policies and procedures relating to work health and safety, including those that apply to the Commonwealth's premises when using those premises.
- 25.2 In the event of any inconsistency between any of the legislation, codes, standards, policies or procedures referred to in clause 25.1, the Other Party will comply with the requirements that produce the highest level of health and safety.

26. OTHER PARTY TO ENSURE THAT APPOINTEE COMPLIES

- 26.1 Where the Other Party is a company:
- (a) the Other Party must ensure that the Appointee complies with the provisions of this Agreement that are stated to apply to the Appointee or capable of applying to the Appointee;
 - (b) a reference to the Other Party being required to do something or refrain from doing something is taken to include a reference to the Other Party ensuring that the Appointee also does that thing or refrains from doing that thing.

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27. PUBLIC ANNOUNCEMENTS

- 27.1 The Other Party and the Appointee must not make any public announcement, including on any form of social media, or make any representation to any media representative about or concerning this Agreement or the Commonwealth without the prior written consent of the Commonwealth, which consent may be given subject to such conditions as the Commonwealth in its absolute discretion thinks fit.
- 27.2 The Appointee may consult with the Commonwealth in connection with any significant public announcement. If the Appointee does consult with the Commonwealth, the Commonwealth will use best efforts to provide context and feedback promptly.

28. COMMONWEALTH REPRESENTATIVE

- 28.1 The Commonwealth Representative is responsible for supervision of this Agreement on behalf of the Commonwealth and has authority to issue and receive any written notices under this Agreement.

29. ADDRESSES FOR NOTICES

- 29.1 Unless the Other Party advise the Commonwealth Representative of another address for notice, the Commonwealth will issue any notices or other communications for the Other Party's attention to the Other Party's address as listed in the Agreement Details
- 29.2 Unless the Commonwealth Representative advises the Other Party of another address for notice, the Other Party will issue any notices or other communications for the Commonwealth's attention to its address as listed in the Agreement Details.

30. ASSIGNMENT

- 30.1 The Other Party must not assign, in whole or in part, its rights or obligations under this Agreement without the prior written consent of the Commonwealth.

31. ENTIRE AGREEMENT AND VARIATION

- 31.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, statements, communications, negotiations, arrangements, understandings and agreements, either oral or written, between the parties with respect to the subject matter of this Agreement.
- 31.2 No agreement or understanding that varies or extends this Agreement will be legally binding upon either party unless in writing and signed by both parties.
- 31.3 If any provision of this Agreement is invalid or not enforceable in accordance with its terms, other provisions, which are self-sustaining and capable of separate enforcement with regard to the invalid or unenforceable provision are, and continue to be, valid and enforceable in accordance with their terms.

32. APPLICABLE LAW

- 32.1 This Agreement will be governed by the laws for the time being in force in the Australian Capital Territory and the parties agree to submit to the jurisdiction of the courts of that jurisdiction.
- 32.2 The Other Party must ensure that the work done under this Agreement complies with the laws from time to time in force in the State or Territory in which the Engagement, or any part thereof, is to be carried out.

Executed as an Agreement

SIGNED for and on behalf of the
Commonwealth of Australia represented
by the **DEPARTMENT OF HOME
AFFAIRS ABN 33 380 054 835** by its
authorised representative:

STEPHANIE FOSTER

Name of authorised representative

In the presence of:

s. 22(1)(a)(ii)

Name of witness

Date: 10 July 2024.

s. 22(1)(a)(ii)

Signature

s. 22(1)(a)(ii)

Signature of witness

SIGNED for and on behalf of

s. 47F(1), s. 47E(c)

JILLIAN SEGAL

Name of director (print)

Name of director/secretary (print)

s. 47F(1)

Signature of director

Signature of director/secretary

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Date:.....

)
)
)

s. 47F(1)

Signature

In the presence of:

s.22(1)(a)(ii)

Name of witness

Date: 9-7-24

s.22(1)(a)(ii)

Signature of witness

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SCHEDULE 1: APPOINTEE CONFLICT OF INTEREST DECLARATION

Name: Ms Jillian Segal AO
 Position Title: Special Envoy to Combat Antisemitism
 Branch / Division: National Security & Resilience Group

JILLIAN SEGAL

declare that:

- (a) I am aware of my responsibilities in relation to the proposed engagement by the Commonwealth comprised of advising and assisting government to combat Antisemitism in Australia (**Engagement**). These include an obligation to behave honestly and with integrity, to disclose and take reasonable steps to avoid any conflict of interest (real or apparent) in connection with the Engagement and not make improper use of (a) Commonwealth confidential information, or (b) my duties, status, power, or authority, in order to gain, or seek to gain, a benefit or advantage for myself or for any other person;
- (b) the list of my private interests and relationships at Annexure A has been prepared on the basis of the particular roles and responsibilities of the Engagement; and
- (c) I undertake to immediately inform the Commonwealth designated contact in contract of engagement of any changes to:
 - (i) my responsibilities or to the issue or subjects on which I am required to make decision or give advice; and
 - (ii) my personal circumstances,

that could affect the contents of this declaration and to provide an amended declaration's using this pro forma.

I undertake to declare any private interests or relationships of my immediate family that I am aware of should circumstances arise in which I consider that they could or could be seen to influence any decision I am taking or the advice I am giving in connection with the Engagement. I understand that this would require the consent of the family member to the collection by the Department of Home Affairs of personal information and a declaration that he/she is aware of the purpose for which the personal information has been collected, the legislative requirements authorising the collection and the third parties to whom the personal information may be disclosed, and consents.

I understand that I will not be permitted to take part in the discussions or decision-making processes where a material conflict of interest exists unless a member of the Senior Executive Service in the Department of Home Affairs determines otherwise.

Signed

S. 47F(1)

Date

18 July 2024

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PRIVATE INTERESTS DECLARATION

PROPOSED POSITION
& ORGANISATION

ANTISEMITISM ENVOY

Please answer the following questions by circling the reply that applies to your personal circumstances. **If you answer "yes" to any question, please provide details in a signed and dated attachment to this form.** Please note that answering "yes" to any question does not necessarily preclude you from being appointed. Your response will be treated as confidential and will only be used for purposes connected with this proposed appointment.

s. 47E(c), s. 47F(1)

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the *Crimes Act 1914*)?
2. Are you, or have you been, the respondent or defendant in any civil or criminal court action (including as a company director or other office holder)?
3. (a) Have you ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act 1996 (the Bankruptcy Act) or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?

(b) If you are in a partnership, have any of your partners ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?
4. Has any business or commercial enterprise for which you, or if applicable your partner(s), have had responsibility ever gone into receivership or a similar scheme or arrangement?
5. During the last 10 years have you, or if applicable your partner(s), been the subject of a court order in connection with monies owing to another party?
6. Have you ever been summonsed or charged concerning non-payment of tax or outstanding tax debts, investigated for tax evasion or defaults, or negotiated with the Australian Taxation Office over outstanding tax debts?
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation?
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?
9. Are you the director of a company? If yes, please provide details.
10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed.
11. Are you a lobbyist registered on the Australian Government's Lobbyists Register or the register of a state or territory? If yes, please provide details in a separate attachment.
12. Are you currently employed by the Commonwealth, the Administration of a Territory, or a public statutory corporation or incorporated company owned by the Commonwealth on a full-time basis? If yes, please provide details.
13. Is there any other information which could be relevant to your suitability for the proposed appointment?

ASSURANCE

I advise that to the best of my knowledge my private, business and financial interests, including taxation affairs, would not conflict with my public duties or otherwise cause embarrassment to myself or to the Government during my term of appointment.

I also undertake to advise the responsible minister should a situation arise in the future which might cause a conflict of interest with my responsibilities under this appointment.

JILLIAN SEGAL

Name

s. 47F(1)

Signature

4/6/2024

Date

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25
Document 1
PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION
& ORGANISATION

ANTISEMITISM ENVOY

Please provide details for all 'yes' answers to any question on the Private Interests Declaration form. Please detail how any conflict(s), actual or perceived, will be managed if appointed. Please note that responses to Q12 may be relevant to remuneration payable for part-time appointments with reference to section 7(11) of the *Remuneration Act 1973*. The Act provides that a person is not entitled to remuneration for part-time appointments when holding certain full-time employment, engagement or appointment. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

QUESTION

DETAILS AND CONFLICT MITIGATION STRATEGY

s. 47E(c), s. 47F(1)

ASSURANCE

I declare that to the best of my knowledge, the information provided above is true and correct.

JILLIAN SEGAL

Name

s. 47F(1)

Signature

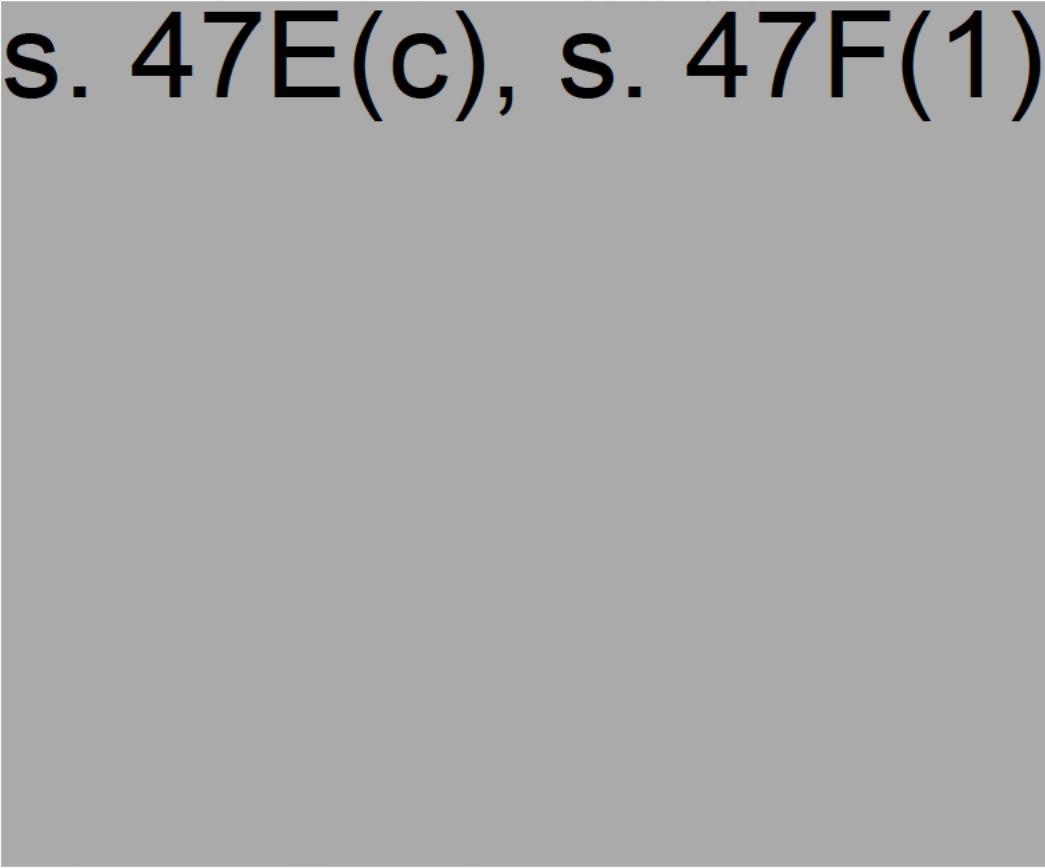
8/6/2018
Date

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JILLIAN SEGAL | PRIVATE INTEREST DECLARATION

9. CURRENT DIRECTORSHIPS

s. 47E(c), s. 47F(1)



PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION

Executive, of Council, Artist-in-Residence

Please provide details for all yes answers to any question on the Private Interests Declaration form. Please declare any conflict(s), actual or perceived, which be managed if appointed. Please note that responses to Q12 may be relevant to remuneration payable for part-time appointments with reference to section 7.1(1) of the *Remuneration Act 1973 (Cth)*. This section provides that a person is not entitled to remuneration for part-time appointments when holding certain full-time employment, engagement or appointment. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

Please provide any conflict mitigation strategy/ies for all directorships and advisory boards.

QUESTION

DETAILS WITH CONFLICT MITIGATION STRATEGY

s. 47E(c), s. 47F(1)

I declare that to the best of my knowledge, the information provided above is true and correct.

Name

JILLIAN SEGAL

s. 47F(1)

Signature

8/7/24
Date

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

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SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

This Deed Poll is made on ~~DATE MONTH 2024~~

8 July 2024

This Deed Poll is made by the following person for the benefit of, and enforceable by, the Commonwealth of Australia represented by the Department of Home Affairs ABN 33 380 054 835 (the Commonwealth)

- 1) *Not Applicable* (Company)
- 2) *Ms Jillian Segal AO* (Appointee),
each a Confidant.

Context

- 1) The Appointee has been engaged to perform the Engagement pursuant to the Engagement Agreement.
- 2) In the course of performing the Engagement under the Engagement Agreement, the Confidant may become aware of Confidential Information belonging to the Commonwealth or in the possession of the Commonwealth but belonging to a third party.

Operative Provisions

By this Deed Poll each Confidant covenants and agrees as follows:

1. Interpretation

- 1.1. In this Deed Poll, unless the context indicates otherwise:

Confidential Information

means:

- (1) any information provided to a Confidant in the course of performing the Engagement under the Engagement Agreement that:
 - (a) is by its nature confidential;
 - (b) is designated by the Commonwealth as confidential; or
 - (c) the Confidant knows or ought to know is confidential;
 and includes any notes or copies based on or arising out of that information, and includes:
- (2) any information relating to the internal management and structure of the Commonwealth or the personnel, policies, procedures and strategies of the Commonwealth;
- (3) any information comprised in or relating to any intellectual property rights of the Commonwealth; and
- (4) any information relating to the financial position of the Commonwealth.

Engagement Agreement

means the Engagement Agreement between the Commonwealth and the Company or the Confidant (as applicable) dated on or around the date of this Agreement.

Engagement

has the same meaning as in the Engagement Agreement

Permitted Purpose means only for the performance of the Engagement under the Engagement Agreement. This may include interacting with Ministers, Commonwealth agencies, contractors and advisers engaged by the Commonwealth.

2. Undertakings

2.1. Each Confidant undertakes to:

- a. treat the Confidential Information as confidential;
- b. only use the Confidential Information as strictly necessary for the Permitted Purpose;
- c. comply with all information management policies and protocols as notified to the Confidant by the Commonwealth;
- d. not disclose or copy the Confidential Information unless prior written authority is given by the Commonwealth; and
- e. immediately notify the Commonwealth if the Confidant becomes aware that any of the Confidential Information.
 - (i) has been used, copied or disclosed in breach of this Deed; or
 - (ii) is required to be disclosed by law pursuant to clause 2.3.b.

2.2. Without limiting the generality of clause 2.1 above, each Confidant also undertakes.

- a. to take all reasonable measures to ensure any Confidential Information held or developed by the Confidant in connection with the Engagement is protected against loss, unauthorised access, use, modification or disclosure and against other misuse; and
- b. to observe the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) in the course of undertaking the Confidant's work.

2.3. The obligations of this Deed relating to Confidential Information do not apply to any information that is:

- a. in the public domain, unless it is in the public domain because of a breach of confidence by any person; or
- b. is required to be disclosed by law (to the extent that such disclosure is required and subject to the Confidant's obligations under clause 2.1.e).

2.4. If the Confidential Information is required to be disclosed under 2.3 b, each Confidant will:

- a. use their best endeavours to notify the Commonwealth prior to disclosing the Confidential Information; and
- b. provide full details of the relevant legal requirement and information to be disclosed; and
- c. take any reasonable action requested by, and reasonably cooperate with any action taken by, the Commonwealth to challenge, prevent or limit such disclosure.

2.5. If the Engagement Agreement terminates (for any reason) then each Confidant agrees to:

- a. immediately stop accessing, using and disclosing the Confidential Information; and

- b. return, secure or dispose of all forms of the Confidential Information in their possession in accordance with the instructions given by the Commonwealth.
- 2.6. Each Confidant acknowledges that any breach of this Deed may cause the Commonwealth and other parties significant damage.
- 2.7. The Appointee consents to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights that he or she may have in the Agreement Material, as those terms are defined in the Engagement Agreement.
- 2.8. The obligations under this Deed continue indefinitely.
- 2.9. This Deed is governed by the laws applicable in the Australian Capital Territory.

Signed, sealed and delivered as a deed poll

This Deed Poll is made on 8 July 2024
DATE MONTH YEAR by

SIGNED, SEALED and DELIVERED for and
on behalf of s. 47E(c), s. 47F(1))
s. 47E(c), s. 47F(1))
)

s. 47F(1)

Signature of director

In the presence of

Signature of director/secretary

s. 47F(1)

Name of witness

Date: 8.7.24

s. 47F(1)

Signature of witness

SIGNED, SEALED and DELIVERED by Ms
Jillian Segal AO.

s. 47F(1)

Signature

In the presence of:

s. 47F(1)

Name of witness

8.7.24

s. 47F(1)

Signature of witness

APPOINTMENT DETAILS PRO-FORMA

Proposing Minister	Hon Andrew Giles MP Minister for Immigration, Citizenship and Multicultural Affairs
---------------------------	--

Organisation	Department of Home Affairs
Proposed Position	Special Envoy Combatting Antisemitism
Is this a New Appointment or a Reappointment?	New Appointment

Proposed Appointee	Ms Jillian Segal AO						
Nominee's Current Position and / or Relevant Credentials	Chair - Australia-Israel Chamber of Commerce (NSW)						
DOB	DD/MM/YYYY	Gender	Female	State of Residence	NSW	EEO Category*	xxx

Proposed Term	12 months from date of signature on Engagement Agreement	Full time (FT) or Part Time (PT)	TBD
Remuneration	s. 47E(c), s. 47F(1) Travel and accommodation expenses will be covered by the Department Of Home Affairs.	Set by	Consistent with the Department of Home Affairs Enterprise Agreement - SES Band 2 level of remuneration and the <i>Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination (No.2) 2023</i> .

Has the APSC Merit and Transparency policy for Agency Heads and Statutory Offices been followed?	Exempt. Position appointed by Ministerial Appointment.	Is the Private Interests Declaration attached?	Yes
		Is a current CV attached?	Yes
For all <u>other</u> vacancies, has the Minister addressed appointment options?	Unadvertised position. Ministerial Appointment to combat antisemitism to a preminent advocate who has extensive experience working with Government and community.	Is the current membership list of the body attached?	Not applicable

What is the legislative authority?	Not Applicable – non statutory appointment
Have all legislative requirements been met?	Non Applicable
Who appoints?	Prime Minister

Departmental Contact Officer	s.22(1)(a)(ii) Chief of Staff Israel-Hamas Social Cohesion Taskforce s.22(1)(a)(ii) homeaffairs.gov.au	Phone	s.22(1)(a)(ii)
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All details must be supplied. Contact the Appointments team within your Department (if applicable) if you have any queries. If further assistance is required, contact Cabinet Division on s.22(1)(a)(ii) or s.22(1)(a)(ii) [@pmc.gov.au](mailto:s.22(1)(a)(ii)@pmc.gov.au).

~~PROTECTED//CABINET~~

~~PROTECTED//CABINET~~

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under the Freedom of Information Act 1982

s.22(1)(a)(ii)@homeaffairs.gov.au>; s.22(1)(a)(ii)@homeaffairs.gov.au>; s.22(1)(a)(ii)
 @homeaffairs.gov.au>; Alice LING
 s.22(1)(a)(ii)@homeaffairs.gov.au>; s.22(1)(a)(ii)t@homeaffairs.gov.au>; s.22(1)(a)(ii)
 @homeaffairs.gov.au>

Subject: Next steps for appointment of Ms Jillian Segal AO as Special Envoy to Combat Antisemitism [SEC=PROTECTED, CAVEAT=SH:CABINET]

Importance: High

~~PROTECTED//CABINET~~

Dear s.22(1)(a)(ii)

Thank you for reaching out about the Special Envoy to Combat Antisemitism appointment under consideration by Government. I understand MICMAO intends to contact Jillian Segal AO regarding her candidature for the Special Envoy to Combat Antisemitism, reporting to the Prime Minister and MICMA. I understand you reached out to Ms Segal's EA, and Ms Segal is travelling overseas and therefore has limited contact.

As discussed I am providing advice this evening on the process as I understand the PMO are potentially expecting associated documentation; letter from Minister Giles to PM seeking agreement of the candidate (the letter includes confirmation that the PM&C appointments process and required documentation has been satisfied), Terms of Reference and candidate biography.

In this context, we recommend the following:

1. You seek Ms Segal's email address and Date of Birth (for PM&C appointment documentation) and ask her to complete a Private Interests Declaration and Curriculum Vitae using the **attached** proformas. These **forms and particulars are necessary to seek decision from the PM** on MICMA's support of Ms Segal's appointment, per the PM&C appointment process.
2. In the meantime, I will seek Home Affairs and PM&C clearance of the MICMA to PM appointment letter, terms of reference, Ms Segal's biography and an appointment letter from MICMA to Ms Segal. Once this has occurred, we will progress these documents to MICMAO for action.
3. If a favourable decision is made by the PM, further particulars and discussion with Ms Segal will be undertaken to draft an engagement agreement and seek signature from Ms Segal. We will also progress Talking Points and a Media Release, including an engagement strategy, in consultation with your office and PM&C.

Happy to discuss further to the above.

Kind regards,

s.22(1)(a)(ii)

Chief of Staff | Social Cohesion Taskforce
 National Security & Resilience Group

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 under the Freedom of Information Act 1982

Department of Home Affairs

P: S.22(1)(a)(ii) [REDACTED]

E: S.22(1)(a)(ii) [REDACTED]@HomeAffairs.gov.au

cid:image001.jpg@01D8CC09.1F1743E0



~~PROTECTED//CABINET~~

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