

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

Released by Department of Home Affairs
 under the Freedom of Information Act 1982

PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION	Special Envoy to Combat Antisemitism
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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 Tribunal Act 1973 (Cth)*. 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.

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

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

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

JILLIAN SEGAL

Name

s. 47F(1)

Signature

8/7/24

Date

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

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under the Freedom of Information Act 1982

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 2024 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

Acknowledgement of Confidentiality and Declaration of Conflict of Interest

Name: JILLIAN SEGAL

(Participant)

The Participant is performing duties (advice) associated with the procurement process for the 'nationwide survey to gauge the community's understanding of antisemitism' (the "Project")

The Participant will access Confidential Information during the "Project"

In this Acknowledgement and Declaration:

- (a) **"Confidential Information"** means information (however stored) that:
- (i) is by its nature confidential;
 - (ii) was obtained as a consequence of assisting the Department with the "Project";
 - (iii) is designated by a Tenderer in the "Project" as confidential; or
 - (iv) the Participant knows or ought to have known is confidential but does not include information that:
 - (v) is in the public domain (other than by breach of this Deed);
 - (vi) is in the possession of the Participant without restriction in relation to disclosure before the date of receipt;
 - (vii) was independently developed or acquired by the Participant; or
 - (viii) is required to be disclosed by law; and
- (b) **"Conflict of Interest"** means that the Participant has interests which conflict or which may conflict with those of the Commonwealth, including in relation to its requirements for the "Project".

The Participant acknowledges that, in respect of the Confidentiality Information, the Participant is required under the terms of their employment:

1. to keep the Confidential Information secret;
2. to use it solely for the "Project"
3. to notify the Department immediately if the Participant has been asked to disclose it, or has been, or is likely to be, required by law to disclose it;
4. not to copy or make any note or record of it except as required for the "Project" and to mark any copy with 'For-Official-Use-Only' or 'Sensitive';
5. not to remove any document or other record (in any form) containing the Confidential Information;
6. to immediately notify of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the "Project" and
8. to return the Confidential Information and all copies, notes and other records of the Confidential Information to the Department immediately upon request.

The Participant declares that they do not have any actual, potential or perceived Conflict of Interest, other than those set out below:

S. 47E(c)

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 If at any time the Participant forms an actual, potential or perceived Conflict of Interest, then the Participant will:

- (a) disclose that conflict of interest
- (b) take action necessary to avoid the conflict; and
- (c) complete the 'Management of a Disclosed Conflict of Interest' section below.

SIGNED:

s. 47F(1)
 By JILLIAN SEAC
 [Name of Participant]

On: 5 September 2024 s. 47F(1)
 [Date] [Signature of Participant]

Management of a Disclosed Conflict of Interest

If an actual, apparent or potential Conflict of Interest was identified, outline the agreed management plan below:

s. 47E(c)

By _____
 [Name of Participant]

On: _____
 [Date] [Signature of Participant]