

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
		3. Ms Jillian Segal AO, s. 47E(c), s. 47F(1) s. 47E(c), s. 47F(1) <i>the Appointee</i>

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

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

GST	4.2/4.3	Is the Other Party a natural person who is not registered for GST? Yes ☐ No ☐ If yes, clause 4.2 applies
		Is the Other Party a company or an individual operating an enterprise who is registered for GST? Yes ☒ No ☐ If yes, clause 4.3 applies.
Fees	4.1	The Commonwealth will pay the Other Party based upon a daily rate of <u>\$1700 (excluding GST)</u> for a maximum of 220 days per year during the Term, subject to receipt of a valid Tax Invoice in accordance with clause 6 below.
Method of Payment	1	The Other Party will provide to the Commonwealth a tax invoice in relation to the Engagement each month during the Deed Period. The tax invoice provided by the Other Party must include particulars of the days during which the Engagement was performed and will otherwise be in a form acceptable to the Commonwealth. Payment will be made by the Commonwealth to the Other Party's nominated bank account monthly, subject to receipt of a correctly rendered tax invoice.
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 ☒
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.
Invoice procedures	6	Tax Invoices will be provided by the Other Party monthly. Tax Invoices are to be addressed to s. 22(1)(a)(ii) Social Cohesion Taskforce, Department of Home Affairs, and to be sent to s. 22(1)(a)(ii) @homeaffairs.gov.au, and s. 22(1)(a)(ii) @homeaffairs.gov.au.
Insurance	7	Workers' compensation cover as required by law will be required.

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

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

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><i>Social Cohesion Taskforce additional supporting function:</i></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	<i>Social Cohesion Taskforce additional supporting function:</i>	EL1 Assistant Director	APS6
SES Band 1 – Social Cohesion Taskforce (Advice and Support Branch)									
EL2 Director									
EL1 Executive Officer (Administration support)									
APS6 Secretariat									
<i>Social Cohesion Taskforce additional supporting function:</i>									
EL1 Assistant Director									
APS6									

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

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

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.

6. INVOICE PROCEDURES

- 6.1 The Commonwealth's preferred method of payment is by electronic funds transfer to the bank account notified by you.
- 6.2 The Other Party must provide Tax Invoices (if applicable) during the Term as specified in the Agreement Details.
- 6.3 Subject to this Agreement, correctly rendered Tax Invoices will be paid within 20 days or, in the case of e-invoicing, within 5 days. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.
- 6.4 Tax Invoices must be addressed to the Commonwealth Representative specified in the Agreement Details and must include the following information:
 - (a) a description of the Engagement;
 - (b) date and name of the Agreement (including the Contract number applied to the Agreement by the Commonwealth (if any));
 - (c) the amount invoiced (separately identifying the amount charged as GST and other taxes, interest or other charges);
 - (d) details of all work carried out as part of the Engagement in respect of the amount invoiced; and
 - (e) the relevant financial management system reference number as notified by the Commonwealth.
- 6.5 Where any money is due to the Commonwealth under this Agreement or any damages, costs, expenses or other amounts are recoverable by the Commonwealth from the Other Party in consequence of its breach of this Agreement then the Commonwealth may:
 - (a) offset them against any other amounts owing by the Commonwealth to the Other Party under the Agreement; or
 - (b) invoice the Other Party for the amount due.

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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.

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

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

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.

s. 22(1)(a)(i)

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

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

Signature

In the presence of:

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

Name of witness

Signature of witness

Date: 10 July 2024.

SIGNED for and on behalf of ^{s. 47E(c), s. 47F(1)}
s. 47E(c), s. 47F(1) in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by

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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under the Freedom of Information Act 1982

Date:.....

SIGNED by Ms Jillian Segal AO

)
)
)

s. 47F(1)

In the presence of:

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

Name of witness

Signature of witness

Date: 9-7-24

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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

10 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

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

STEPHEN SEGAL

Name

s. 47F(1)

4/6/2024

Date

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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.

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)

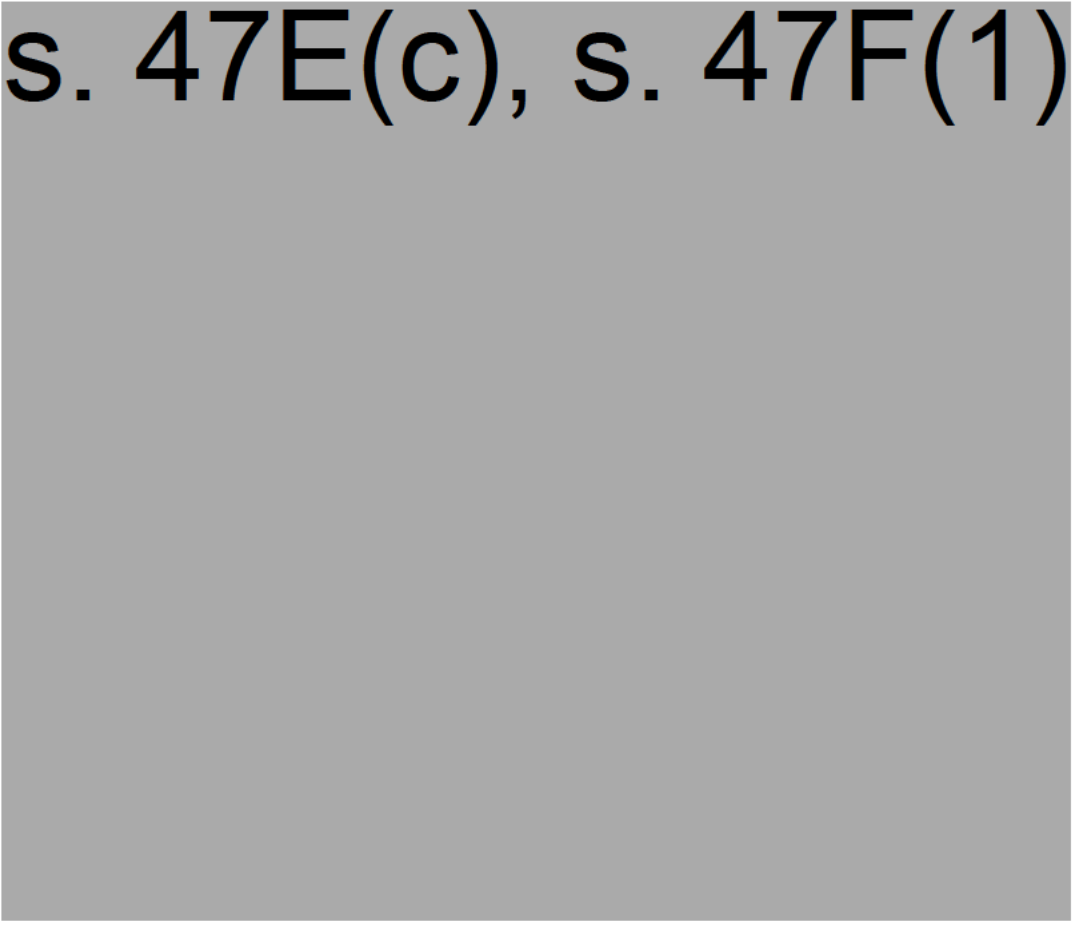
8/6/2024
Date

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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 Director, National Artist Institute

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 of Ministers 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.

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)

8/7/24
Date

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

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

S. 47F(1)

Signature of director/secretary

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

Date: 8.7.24

SIGNED, SEALED and DELIVERED by Ms
Jillian Segal AO.

)
)
) S. 47F(1)

In the presence of:

S. 47F(1)

8.7.24

Signature of witness



Official: Sensitive

Terms of Reference – Special Envoy to Combat Antisemitism

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

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under the *Freedom of Information Act 1982*

Remuneration

The Special Envoy will be a non-statutory Ministerial appointment. The remuneration of the Special Envoy will be consistent with the *Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination (No.2) 2023*.

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
		2. Mr Aftab Malik (the Appointee)

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

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

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

GST	4.2/4.3	Is the Appointee a natural person who is not registered for GST? Yes [☒] No [☐] If yes, clause 4.2 applies until such time that the Appointee is registered for GST at which point clause 4.3 will apply.
		Is the Appointee a company or an individual operating an enterprise who is registered for GST? Yes [☐] No [☒] If yes, clause 4.3 applies.
Fees	4.1	The Commonwealth will pay the Appointee based upon a daily rate of \$1700 plus GST of \$170 (which is only payable if clause 4.3 applies) for a maximum of 220 days per year during the Term, subject to receipt of a valid Tax Invoice in accordance with clause 6 below. The daily rate above will be charged pro rata on an hourly basis for days on which the Appointee works less than 5 hours (a Part Day). The maximum fees payable to the Appointee for any day worked by the Appointee is capped at the daily rate regardless of the hours worked.
Method of Payment	1	The Appointee will provide to the Commonwealth a tax invoice in relation to the Engagement each month during the Deed Period. The Tax Invoice provided by the Appointee must include particulars of the days during which the Engagement was performed and will otherwise be in a form acceptable to the Commonwealth. Payment will be made by the Commonwealth to the Appointee's nominated bank account fortnightly, subject to receipt of a correctly rendered tax invoice. Where the Appointee works a Part Day, the Appointee must specify this in the Tax Invoice and the total hours worked for that Part Day. The Tax Invoice must charge fees for a Part Day pro rata on an hourly basis.

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Superannuation	4.6 (if applicable)	Will superannuation contributions be payable by the Commonwealth in respect of the Engagement, in addition to the Fees? Yes [X] No [] The Commonwealth will pay a superannuation contribution of 15.4% to the Appointee's nominated superannuation fund.
Travel Arrangements	5	Is travel applicable? Are any travel arrangements or entitlements applicable to the Engagement? Yes 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 applicable from time to time, 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 Appointee 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. The Appointee is required to seek approval in writing from the relevant delegate via the Envoy Support team before undertaking any domestic or international travel that is to be recharged to the Department.
Invoice procedures	6	Tax Invoices will be provided by the Appointee monthly. Tax Invoices are to be addressed to Envoy Support and to be sent to s. 22(1)(a)(ii)@homeaffairs.gov.au and s. 22(1)(a)(iii)@homeaffairs.gov.au.
Insurance	7	Accident and illness cover satisfactory to the Commonwealth will be required. The Commonwealth will reimburse the Appointee's professional indemnity insurance if requested by the Appointee. The amount to be reimbursed to be agreed upon by the Commonwealth and the Appointee.

s. 22(1)(a)(i)

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

Premises	29	The Commonwealth will provide the Appointee access to a suitable secure office facility in the s. 47E(c), s. 47F(1) s. 47E(c), s. 47F(1) for them to use for the sole purpose of performing the Engagement. Access to the Premises will be provided at no cost to the Appointee.				
Staff	30	The Commonwealth will provide the following staff members if required to support the Appointee in the performance of the Engagement at no cost to the Appointee: <table><tr><td><i>Dedicated envoy support</i></td></tr><tr><td>EL2 Director</td></tr><tr><td>EL1 Executive Officer x 2</td></tr><tr><td>APS6 Administrative Officer</td></tr></table>	<i>Dedicated envoy support</i>	EL2 Director	EL1 Executive Officer x 2	APS6 Administrative Officer
<i>Dedicated envoy support</i>						
EL2 Director						
EL1 Executive Officer x 2						
APS6 Administrative Officer						

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

		<i>Envoy Support (additional supporting function - ad hoc and as required)</i>
		SESB1
		EL2 Director
		EL1 Executive Officer
		APS6
		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.

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

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

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 Appointee represents to the Commonwealth that they are not registered for GST, and
 - (b) no GST has been included in the Fees.

The Appointee 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 Appointee 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 Appointee provides a tax file number; and
 - (b) whether or not the Appointee 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 Appointee 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 Appointee is responsible for all payments and contributions including but not limited to taxes, duties or other Government charges.
- 4.9 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.

6. INVOICE PROCEDURES

- 6.1 The Commonwealth's preferred method of payment is by electronic funds transfer to the bank account notified by the Appointee.
- 6.2 The Appointee must provide Tax Invoices (if applicable) during the Term as specified in the Agreement Details.
- 6.3 Subject to this Agreement, correctly rendered Tax Invoices will be paid within 20 days or, in the case of e-invoicing, within 5 days. If this period ends on a day that is not a Business Day, payment is due on the next Business Day. Noting that the Appointee has indicated a preference to submit invoices fortnightly and subsequently receive payment fortnightly.

- 6.4 Tax Invoices must be provided as specified in the 'Invoice Procedures' in the Agreement Details and must include the following information:
- (a) a description of the Engagement;
 - (b) date and name of the Agreement (including the Contract number applied to the Agreement by the Commonwealth (if any));
 - (c) the amount invoiced (separately identifying the amount charged as GST and other taxes, interest or other charges);
 - (d) details of all work carried out as part of the Engagement in respect of the amount invoiced; and
 - (e) the relevant financial management system reference number as notified by the Commonwealth.
- 6.5 Where any money is due to the Commonwealth under this Agreement or any damages, costs, expenses or other amounts are recoverable by the Commonwealth from the Appointee in consequence of its breach of this Agreement then the Commonwealth may:
- (a) offset them against any other amounts owing by the Commonwealth to the Appointee under the Agreement; or
 - (b) invoice the Appointee for the amount due.

7. INSURANCE

- 7.1 The Appointee is responsible for ensuring that it has and maintains appropriate Insurances including those specified in the Agreement Details.
- 7.2 The Appointee 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.

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

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

13. CONFLICT OF INTEREST

- 13.1 For the purposes of this clause 13, a **Conflict of Interest** would include any circumstances where, due to a direct or indirect relationship or interest, the Appointee is or may reasonably be perceived to be unable to discharge its obligations or duties in relation to the Engagement in an objective and independent manner to the best of its ability.
- 13.2 The Appointee 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 Appointee 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 Appointee 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 20.

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

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: 16.10.24

s. 47F(1)

Signature of witness

SIGNED by Mr Aftab Malik:

s. 47F(1)

In the presence of:

s. 47F(1)

Name of witness

Date: 14/10/24

Signature of witness

SCHEDULE 1 - APPOINTEE CONFLICT OF INTEREST DECLARATION

Name: **Mr Aftab Malik**
 Position Title: **Special Envoy to Combat Islamophobia**

I, Mr Aftab Malik, _____ (Name of Appointee), declare that:

- (a) I am aware of my responsibilities in relation to the proposed engagement by the Commonwealth comprised of advising and assisting the Commonwealth to combat Islamophobia 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 Representative 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 _____

14 / 10 / 24

ANNEXURE A

PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION	Mr Aftab Malik Special Envoy to Combat Islamophobia
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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 the provided attachment to this form, **signed and dated**. 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 in the following page.
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.

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under the Freedom of Information Act 1982

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

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/part-time basis? If yes, please provide details.

13. Is there any other information, which could be relevant to your suitability for the proposed appointment? i.e. advisory roles/not-for-profit boards or any other sector related roles.

ASSURANCE

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

Name	Signature	Date
AFTAB MALIK	s. 47F(1)	14/10/24

PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION	Mr Aftab Malik Special Envoy to Combat Islamophobia
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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.

Please provide any conflict of mitigation strategy(ies) for all directorships and advisory board roles.

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

ASSURANCE

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

AFTAB MALIK
Name

s. 47F(1)

Signature

14/10/24

Date

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

Date

This Deed Poll is made on

2024

Parties

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) **Mr Aftab Malik (Confidant)**

Context

- 1) The Confidant 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 the 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 the 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 Confidant (as applicable) dated on or around the date of this Agreement.
Engagement Permitted Purpose	has the same meaning as in the Engagement Agreement 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. The 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, the 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, the 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 the 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. The Confidant acknowledges that any breach of this Deed may cause the Commonwealth and other parties significant damage.
- 2.7. The Confidant 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.

OFFICIAL

Signed, sealed and delivered as a deed poll

This Deed Poll is made on

2024 by

SIGNED, SEALED and DELIVERED by Mr
Aftab Malik:

)
)
)

s. 47F(1)

In the presence of:

s. 47F(1)

Name of witness

Date: 14/10/24

Signature of witness



Australian Government
Department of Home Affairs

Official: Sensitive

Terms of Reference – Special Envoy to Combat Islamophobia

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

Remuneration

The Special Envoy will be a non-statutory Ministerial appointment. The remuneration of the Special Envoy will be consistent with the *Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination 2024* Compilation No. 1

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under the Freedom of Information Act 1982

Official: Sensitive