

From: s. 22(1)(a)(ii)
To: s. 22(1)(a)(ii); s. 22(1)(a)(ii) s. 22(1)(a)(ii); s. 22(1)(a)(ii)
Cc: [Malcolm McALLISTER](#); s. 22(1)(a)(ii); s. 22(1)(a)(ii); s. 22(1)(a)(ii); [Sneha CHATTERJEE](#)
Subject: RE: Additional candidate assessment - Special Envoy to Combat Islamophobia [SEC=PROTECTED, CAVEAT=SH:CABINET]
Date: Friday, 20 September 2024 3:00:14 PM
Attachments: s. 47F(1) [Bio and Resume - Sept 2024.pdf](#)

~~PROTECTED//CABINET~~

H 5.22(1)(a)

Please find attached most current bio and CV for s. 47F(1).

Regards,

$$\leq 22(1)(3)(11)$$

~~PROTECTED//CABINET~~

From: s. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Friday, 20 September 2024 2:06 PM
To: s. 22(1)(a)(ii) @pmc.gov.au>; s. 22(1)(a)(ii) @pmc.gov.au>; s. 22(1)(a)(ii) @dfat.gov.au>; s. 22(1)(a)(ii) @dfat.gov.au>; s. 22(1)(a)(ii) @dfat.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; Zoe WILLIAMS s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>;
Cc: Malcolm MCALLISTER s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>; s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; s. 22(1)(a)(ii) @homeaffairs.gov.au>; Sneha CHATTERJEE s. 22(1)(a)(ii) @homeaffairs.gov.au>
Subject: Additional candidate assessment - Special Envoy to Combat Islamophobia [SEC=PROTECTED; CAVEAT=SH:CABINET]
Importance: High

~~PROTECTED//CABINET~~

Good afternoon all

Many thanks for your recent assistance in assessing four further candidates under consideration for Special Envoy to Combat Islamophobia.

Minister Burke's office has now asked us to provide a candidate summary for one additional individual, to be considered along with the previous four:

- s. 47F(1)

We have drafted the attached biography (page one) based on open source information, but would value any additional comments or feedback you may wish to provide. The candidate appears to be primarily based in NSW.

We are working towards a deadline of COB today for the Minister's office, and so would greatly appreciate responses by **4:30pm** today if possible. Sincere apologies for the short timeframe.

Regards,

s. 22(1)(b)

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

Envoy Support Branch

Citizenship and Multicultural Affairs Division

Department of Home Affairs

M: s. 22(1)(a)(ii) | E: s. 22(1)(a)(ii)@homeaffairs.gov.au

~~PROTECTED//CABINET~~



OFFICIAL: Sensitive
Legal privilege

Minute

sf 16/10
To: Stephanie Foster, Secretary
From: Assistant Secretary, Envoy Support, Malcolm McAllister
Cc: A/g First Assistant Secretary, Citizenship and Multicultural Affairs Division, Sneha Chatterjee
Date: 14 October 2024

Special Envoy – Engagement Agreement

Timing

On 30 September 2024 the Government announced the appointment of s. 47E(c), s. 47F(1) as the Special Envoy to Combat Islamophobia.

Requesting you sign the Engagement Agreement (the Agreement) for s. 47E(c), s. 47F(1). The Agreement has been signed by s. 47E(c), s. 47F(1) and witnessed on 14 October 2024.

The executed and dated copies of the Engagement Agreement now require the signature of the authorised representative of the Commonwealth (you).

Purpose

To:

Request that you as the authorised representative of the Commonwealth sign the Engagement Agreement (the Agreement) between the Commonwealth represented by the Department of Home Affairs, and s. 47E(c), s. 47F(1), signed by s. 47E(c), s. 47F(1) - see Attachment A.

Key issues

The Agreement has been drafted by the Citizenship and Multicultural Affairs Division in consultation with Commercial, Employment and Information Law Branch and the Australian Government Solicitor (AGS).

The Department has negotiated the Agreement with s. 47E(c), s. 47F(1).

Relevant details about the contract are the following:

The Commonwealth will reimburse s. 47E(c), s. 47F(1) professional indemnity insurance if requested by s. 47E(c), s. 47F(1) and the amount to be reimbursed to be agreed upon by the Commonwealth and s. 47E(c), s. 47F(1). The professional indemnity insurance is in line with the standard commonwealth contract suite and arrangement as per the agreement, and s. 47E(c), s. 47F(1) is responsible for ensuring that he maintains the insurance, including providing confirmation of holding the insurance.

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

See Section 23 of the Public Governance, Performance and Accountability Act 2013 (PGPA Act) approval and value for money consideration at Attachment B

Legal privilege
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Legal privilege

A funds availability assessment (FAA) has also been conducted by the Group Finance Partner within the Finance Division, and confirmed FAA approved for the engagement agreement

s. 47F(1) commencement date is 14 October 2024

s. 47E(c), s. 47F(1) and the Commonwealth may, from time to time, agree to additional security measures to be provided by the Commonwealth, including physical and cyber security measures as required, in connection with the Engagement.

Paragraph 25 outlines that s. 47E(c), s. 47F(1) may consult with the Commonwealth in connection with any significant public announcement, and the Commonwealth will use best efforts to provide context and feedback promptly. This is consistent with the conditions afforded to the Special Envoy to Combat Antisemitism, which were drafted following advice from the former Minister for Immigration, Citizenship and Multicultural Affairs' Office and the Prime Minister's Office on their preferred approach for clearance of materials produced as part of the Engagement.

The Other Party (i.e. s. 47E(c), s. 47F(1)) is not expected to follow standard Commonwealth media and communications policy and procedures to ensure the independence of the Envoy as an advisor to the Prime Minister and Minister for Home Affairs, Minister for Immigration and Multicultural Affairs, Minister for Cyber Security.

24 Iterations of this Agreement have been reviewed by AGS, and advice has been received from them on suggested amendments.

Background

- 25 On 27 September, the Prime Minister agreed to the appointment of s. 47F(1) as the Special Envoy to Combat Islamophobia (Attachment C refers).
- 26 The Announcement of the appointment of s. 47F(1) as Special Envoy took place at the Sheraton Grand in Sydney. Muslim community members and the Minister for Home Affairs, Immigration and Multicultural Affairs, and Cyber Security were in attendance.

Recommendation

It is recommended that you:

Sign the Engagement Agreement on behalf of the Commonwealth.

Signed
[Agreed/Approved/Noted]

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

Stephanie Foster
Secretary

16 October 2024

Legal privilege
OFFICIAL: Sensitive

OFFICIAL: Sensitive
Legal privilege

Contact Officer: s. 22(1)(a)(ii)

Division/branch: Envoy Support Branch, Citizenship and Multicultural Affairs Division

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

Attachments:

Attachment A: Engagement Agreement signed by s. 47E(c), s. 47F(1) and witnessed

Attachment B: Section 23 PGPA A Approval – s. 47E(c), s. 47F(1)

Attachment C: MC24-126412, Prime Minister Letter 27 September 2024

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under the *Freedom of Information Act 1982*

Legal privilege
OFFICIAL: Sensitive

From: s. 47F(1)
To: s. 22(1)(a)(ii)
Subject: RE: Private Interest Declaration - s. 47F(1) [SEC=OFFICIAL:Sensitive]
Date: Friday, 22 November 2024 10:16:47 AM
Attachments: [SECOFFICIAL \(2.01 MB\).msg](#)

OFFICIAL: Sensitive

Hi s. 22,

I am sorry this took so long to do, but, I have finally updated the doc, and followed your instructions below.

Thanks,

s. 47F(1)

OFFICIAL: Sensitive

From: s. 22(1)(a)(ii) @homeaffairs.gov.au>
Sent: Wednesday, 6 November 2024 3:04 PM
To: s. 47F(1) @oseci.gov.au>
Subject: Private Interest Declaration - s. 47F(1) [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi s. 47F(1)

As discussed please find attached the private interest declaration you completed as part of your engagement agreement.

Please update as per new information and initial and date against the sections you update, including an initial and date at the 'assurance' field section. Then scan and send back via return email.

Thanks

s. 22

s. 22(1)(a)(ii)
 Director, Envoy Support
 Department of Home Affairs
 M: s. 22(1)(a)(ii)
 E: s. 22(1)(a)(ii) @homeaffairs.gov.au

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ANNEXURE A

PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION	s. 47F(1) 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.

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 VIIIC 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.

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

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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

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.

Name

Signature

Date

s. 47F(1)

s. 47F(1)

14/10/24

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

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PRIVATE INTERESTS DECLARATION - ATTACHMENT**PROPOSED POSITION
& ORGANISATION**

s. 47F(1)

Special Envoy to Combat Islamophobia

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.

s. 47E(c)

ASSURANCE

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

s. 47F(1)

22/11/24

s. 47F(1)

Name

s. 47F(1)

Signature

14/10/24

Date

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The Hon Tony Burke MP
 Minister for Home Affairs
 Minister for Immigration and Multicultural Affairs
 Minister for Cyber Security
 Minister for the Arts
 Leader of the House

Ref No: MC24-027116

The Hon Anthony Albanese MP
 Prime Minister
 Federal Member for Grayndler
 PO Box 6022
 Parliament House
 CANBERRA ACT 2600

Dear Prime Minister

I write to seek your urgent agreement to appoint **s. 47F(1)** as Special Envoy to Combat Islamophobia (Special Envoy). The appointment of a Special Envoy to Combat Islamophobia is to address the immediate and significant rise in Islamophobia in Australia, and was agreed by you in your letter dated 25 June 2024, provided in **Attachment A** (MC24-094819 refers).

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

I seek your agreement to announce **s. 47F(1)** as the Special Envoy to Combat Islamophobia as soon as possible, noting the Special Envoy to Combat Antisemitism **s. 47F(1)** was announced at the Jewish Museum in Sydney on 9 July 2024 and has commenced in the role.

s. 47C(1), s. 47E(d)

The recommendation of **s. 47F(1)** comes after consideration of several possible candidates and engagement with affected community groups. It is based on various criteria, including his significant contribution to Australian Muslim communities and

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 under the Freedom of Information Act 1982

Australian society, his leadership and lived experience of combatting Islamophobia, and in bringing together communities and stakeholders across governments. The biography of **s. 47F(1)** is provided at **Attachment B**.

The appointment of the Special Envoy will be through a non-statutory ministerial appointment.

I also provide Terms of Reference on the role and function of the Special Envoy to Combat Islamophobia in **Attachment C**. I note the Special Envoy will report to the Prime Minister and Minister for Home Affairs concurrently. They will report regularly, or as otherwise directed by your Office. The function and purpose of the Special Envoy will be supported by the Department of Home Affairs, in providing secretariat, strategic communications and policy support to implement the Special Envoys' advice on combatting the rise of Islamophobia.

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*.

Details to support **s. 47F(1)** appointment, including his Curriculum Vitae, Private Interest Declaration and Appointments Details pro-forma are at **Attachment D**. This

s. 47C(1), s. 47E(d)

Following your agreement, the appointment of the Special Envoy is ready for public announcement. I will work with your office on details and timing of the public announcement of the Special Envoy.

Risks and Sensitivities

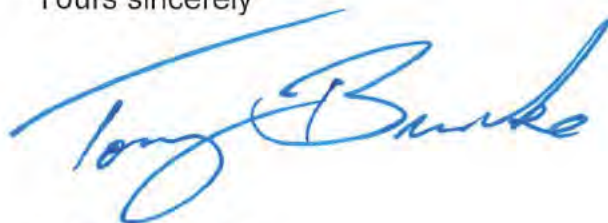
s. 47C(1), s. 47E(d)

Finally, both Terms of Reference have been drafted to ameliorate perceived and actual risks informed by community concerns. While the Special Envoy roles focus

on combatting Islamophobia and Antisemitism, respectively, the Terms of Reference outline the two Special Envoy's work to promote interfaith dialogue, harmony and acknowledge the intersectional aspects of Islamophobia and Antisemitism across the broader community.

I have copied in Senator the Hon Penny Wong, Minister for Foreign Affairs; the Hon Dr Jim Chalmers MP, Treasurer; Senator the Hon Katy Gallagher, Minister for Finance; and the Hon Mark Dreyfus KC MP, Attorney-General.

Yours sincerely



TONY BURKE

25 / 9 / 2024

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

Date: D MMMM 2024

Contact: Malcolm McAllister, Assistant Secretary Envoy Support, Citizenship and Multicultural Affairs Division,
s. 22(1)(a)(ii) @homeaffairs.gov.au, +s. 22(1)(a)(ii)

s. 47F(1)

[Insert address]

Dear s. 47F(1)

Further to your formal offer of appointment, the attached documents comprise the terms governing your appointment to the role of Special Envoy to Combat Islamophobia 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 s. 47E(c), s. 47F(1) and
- a completed CV pro-forma and Details pro-forma; and
- evidence of commencement of your 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

Day Month 2024

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under the *Freedom of Information Act 1982*

~~PROTECTED CABINET~~

PRIME MINISTER
The Hon Anthony Albanese MP

Reference: MC24-126412

27 SEP 2024

The Hon Tony Burke MP
Minister for Immigration and Multicultural Affairs
PO Box 6022
Parliament House
CANBERRA ACT 2600

Dear Minister

Tony,
Thank you for your letter dated 25 September 2024 regarding the appointment and announcement of a Special Envoy to Combat Islamophobia.

I agree to the appointment of **s. 47F(1)** as the Special Envoy to Combat Islamophobia (Special Envoy). **s. 47C(1), s. 47E(d)**

s. 47C(1), s. 47E(d)

I agree to the proposed Terms of Reference for the position and ask that you work with my office to outline the planned reporting mechanisms, as well as the details and timing of the public announcement of the Special Envoy.

This letter has been copied to Senator the Hon Penny Wong, Minister for Foreign Affairs, the Hon Mark Dreyfus KC MP, Attorney General, the Hon Dr Jim Chalmers MP, Treasurer; and Senator the Hon Katy Gallagher, Minister for Finance.

Yours sincerely

[Signature]
ANTHONY ALBANESE

Parliament House CANBERRA ACT 2600
Telephone (02) 6277 7700
www.pmi.gov.au

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Contract Management Plan

For Complex, Strategic and High Risk High Value Contracts

**Engagement Agreement: s. 47F(1) –
Special Envoy to Combat Islamophobia**

Document History

Version	Date	Status	Changes	Author	Contract Manager
1	13/2/2025			s. 22(1)(a)(ii)	s. 22(1)(a)(ii)

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1. How to Develop a Contract Management Plan

What is a Contract Management Plan?

A Contract Management Plan (CMP) contains key information about how the contract will be managed over its life to ensure value for money is achieved. It should be a working document that reflects the level of complexity and risk associated with your contract and assists you in managing the contract.

Your CMP should detail commonly referenced information about the contract. It should not replicate contract information but should provide references to that information (for example: relevant contract clauses, location of registers or plans). This is to ensure that, should information change in the contract or other documents, it is not contradicted by the CMP.

This document describes how contracts between the Department and suppliers will be managed:

The main objectives of this document are to provide:

- a definition of supplier and departmental responsibilities
- a point of reference for the current management of the goods/services, governance process, KPI measurement, reporting tools and risk assessment
- a clear and current definition of the services and service levels provided by the supplier.

Document owner: This document is owned by the contract manager who is responsible for ensuring contract objectives are met. The contract manager is responsible for managing and maintaining the CMP.

Document review/changes: The contract manager reviews this CMP with key stakeholders on a regular basis to ensure that it continues to reflect the goods/services required and provided. Changes to the contract made by the contract manager are recorded in the contract variation section.

Document use: This document does not replace the contract. It is the primary reference document for the day-to-day management of the delivery of goods/services by the supplier to the Department. Simple and transactional contracts may not need a written CMP, but more complex, strategic or high risk high value contracts will require a detailed CMP. Contract managers should use the Department's CMP template to develop their plan. The CMP is an internal document and not to be shared with the supplier.

How to Complete this Template

- This CMP template has been established to accommodate all contracts that are complex, strategic and/or high risk high value, and includes all guidance notes for using this template written in red italics.
- Guidance notes should be used as a prompt to complete the CMP.
- Section One and all guidance notes should be deleted prior to finalising the CMP.
- The amount of detail provided in each section should be commensurate to the size, scope, value, risk and complexity of the contract.
- Please tailor this plan to ensure it is fit-for-purpose and reflects particular contract arrangements, which may include matters such as incentive arrangements, warranties, release mechanisms.
- This template should be read in conjunction with the [Contract Management Framework \(CMF\) \(PC-6979\)](#) and [Contract Management Manual \(CMM\) \(TRIM ADD2023/207081\)](#).
- A [Contract Management Checklist template \(TRIM ADD2017/1343635\)](#) is available for simple contracts and panel procurements.

Further assistance

CONTRACT MANAGEMENT PLAN SPECIAL ENVOY s. 47F(1) ENGAGEMENT AGREEMENT - AS
SIGNED.DOCX (CONTRACT REF NUMBER: s. 47E(c) /ENGAGEMENT AGREEMENT: s. 47F(1) SPECIAL
ENVOY TO COMBAT ISLAMOPHOBIA)

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If you require further assistance regarding the information contained in this document, please contact your Procurement Account Manager team by submitting a procurement enquiry through [Procurement Enquiries and Services \(PES\)](#) tool in Connected Services.

2. Contract Information

In this section, provide a summary of the contract, derived from procurement and contract documentation.

Contact Details	Detail		
Supplier name	s. 47F(1)		
ABN / ACN	s. 47F(1)		
Key contact name	s. 22(1)(a)(ii) (NB s. 47F(1) reports to the Prime Minister and the Minister for Home Affairs regarding his deliverables)		
Position	Director, Envoy Support Section		
Email	s. 22(1)(a)(ii) @homeaffairs.gov.au		
Phone	s. 22(1)(a)(ii)		
Address	6 Chan Street Belconnen ACT		
Contact Details	Detail		
Contract name	Engagement Agreement: s. 47E(c), s. 47F(1) – Special Envoy to Combat Islamophobia		
Contract number	s. 47E(c)		
Contract category	Complex		
AusTender Contract Notice Number	A search on Austender nil response – Gazettal run number is s. 47E(c) – blocking reason NG		
easySAP Contract Reference Number	s. 47E(c)		
TRIM Folder Reference Number	ADF2024/223961		
Contract start date	s. 47E(c), s. 47F(1)		
Contract end date	s. 47E(c), s. 47F(1)		
Extension options	NA		
Contract value (incl. GST)	s. 47E(c), s. 47F(1)		
Department cost centre/s	s. 47D		
Purchase order number	s. 47D		
Trim reference to executed contract	ADD2024/7764287		
Variation amount	Extension Option	New Contract Value	Date
NA	NA	NA	NA



The original and signed version of the contract must be recorded in TRIM.

CONTRACT MANAGEMENT PLAN SPECIAL ENVOY s. 47F(1) ENGAGEMENT AGREEMENT - AS
SIGNED.DOCX (CONTRACT REF NUMBER: s. 47E(c) / ENGAGEMENT AGREEMENT: s. 47F(1) SPECIAL
ENVOY TO COMBAT ISLAMOPHOBIA)

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3. Contract Scope

The Government appointed s. 47F(1) as Australia's Special Envoy to Combat Islamophobia. This appointment was announced on 30 September 2024. This is a non-statutory ministerial appointment.

The Special Envoy's role is to listen to and engage with their communities, the wider Australian community, religious discrimination experts and all levels of government on the most effective ways to combat Islamophobia respectively.

- s. 47F(1) has been engaged for a three year term, and reports directly to the Prime Minister and to the Minister for Home Affairs, Immigration and Multicultural Affairs, and Cyber Security.
- As Special Envoy, s. 47F(1) will provide advice to the Prime Minister and the Minister for Home Affairs, Immigration and Multicultural Affairs, and Cyber Security, and assist the government to combat Islamophobia by looking at and addressing drivers of the behaviour across online and social media, traditional media, and within education, arts, culture and industry practices.

4. Contract Objectives

Nature of appointment

Assist and advise Government by:

- Providing advice to the Prime Minister and 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 Islamophobia 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 Islamophobia, by highlighting the ongoing contributions of Muslim Australians 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 Islamophobic behaviour
- Supporting efforts to address systemic and interpersonal racism, hate speech, discrimination and divisive language (including Islamophobia) 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.

Key Activities

CONTRACT MANAGEMENT PLAN SPECIAL ENVOY s. 47F(1) ENGAGEMENT AGREEMENT - AS
SIGNED.DOCX (CONTRACT REF NUMBER: s. 47E(c) /ENGAGEMENT AGREEMENT s. 47F(1) SPECIAL
ENVOY TO COMBAT ISLAMOPHOBIA)

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Key Activities	Responsible Party	Due Date / Frequency
See above objectives	s. 47F(1)	s. 47F(1) works on his objectives Monday to Friday (standard working week) and will do so for the contract term

5. Department of Home Affairs Roles and Responsibilities

Key Contract Information

Delegate			
Name	Stephanie Foster	Branch / Division	Secretary
Phone		Email	s. 22(1)(a)(ii) @homeaffairs.gov.au
Responsibility			

Contract Manager			
Name	s. 22(1)(a)(ii)	Branch / Division	Special Envoy Support and Grants Programs/ Citizenship and Multicultural Affairs Division
Phone	s. 22(1)(a)(ii)	Email	s. 22(1)(a)(ii) @homeaffairs.gov.au
Responsibility	Director, Envoy Support Section		

Contract Administrator			
Name	s. 22(1)(a)(ii)	Branch / Division	Special Envoy Support and Grants Programs/ Citizenship and Multicultural Affairs Division
Phone	s. 22(1)(a)(ii)	Email	s. 22(1)(a)(ii) @homeaffairs.gov.au
Responsibility	Director, Envoy Support Section		

Key Stakeholders (If Applicable)			
Name	Prime Minister & Minister for Home Affairs	Branch / Division	NA
Phone	NA	Email	NA
Responsibility	s. 47F(1) reports to the Prime Minister and Minister for Home Affairs		

It is critical that the contract management team is adequately resourced to manage the contract. The structure of the contract management team should reflect the contract management roles and responsibilities defined in the Contract Management Manual.

Please note: if transitioning to a new Contract Manager the CMP (or CMC) should be used to facilitate contract handover to the incoming contract manager, and importantly the update the Purchase Order in easySAP to reflect the new Contract Manager.



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6. Risk Management

A detailed Risk register/plan should be implemented, maintained and updated through the life of the Contract. The register must be stored in TRIM. [Risk assessment template \(TRIM ADD2020/2608759\)](#)

Risk Management	TRIM Reference
Risk Register	ADD2025/1125546



The approved Risk Management Plan must be stored in TRIM.

7. Contract Governance

List details of stakeholder engagement, contract oversight, process for the escalation of issues or disputes, internal reporting including content, frequency, and distribution of any reporting (e.g. monthly reporting to the senior management team)

Governance	TRIM Reference
Stakeholder Engagement Plan	s. 47E(c)
Communication Plan	
Internal Reporting regime (outline of who, when and where reports are generated)	s. 47F(1) the Secretary and adhoc meetings with the Minister for Home Affairs and the Prime Minister. s. 47F(1) also has meetings with the Assistant Secretary, Special Envoy Support and Grants Programs, and the Director Envoy Support Section
Contract Resolution (reference to Contract Clause)	Clauses 19, 20 and 21 relate – see Engagement agreement - ADD2024/7764287

8. Supplier Reporting Requirements

Reporting Requirements	Details / Clause Reference
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,	Under “engagement” in the “Engagement Agreement”

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Reporting Requirements	Details / Clause Reference
that the publication will not be unduly delayed by either party	

9. Meetings

The below table is not fit for purpose with respect to the Special Envoy role.

s. 47F(1) attends many meetings daily with the Special Envoy section of the Department along with regular meetings with community stakeholders Australia wide, international stakeholders, the Prime Minister, Ministers, Premiers and stakeholders such as the Governor General.

Meeting	Frequency	Stakeholders
NA	NA	NA



Records of scheduled meetings with the supplier, including agendas and approved minutes must be stored in TRIM.

10. Performance Management

In accordance with the Commonwealth Supplier Code of Conduct, Contract Managers must monitor the ethical conduct of suppliers and require suppliers, including their officers, employees, agents and subcontractors to comply with the Code when performing their obligations under the contract. This may involve requesting information about the supplier's continued compliance with the Code.

Performance Management Details	Contract Clause Reference
The Appointee will perform the Engagement.	2.1
The Engagement must not be subcontracted or performed by any person other than the Appointee, unless otherwise agreed by the Commonwealth.	2.2
The Commonwealth will provide the Premises for use by the Appointee and Staff in the performance of the Engagement.	2.3
The Commonwealth will make the Staff available to assist (subject to relevant Commonwealth policies and procedures) the Appointee in the performance of the Engagement.	2.4

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Performance Management Details	Contract Clause Reference



Evidence of internal reporting processes implemented (e.g. management reporting) must be stored in TRIM.

11. Delivery and Acceptance

Milestones	Time frames for acceptance	Detail
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) ensuring 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	Ongoing throughout the full term of the engagement.	

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Milestones	Time frames for acceptance	Detail
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) ensuring 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.		

12. Payment Arrangements



If your contract has been determined a HRHV contract, additional governance surrounding payments will apply. See *High Risk High Value Procedural Instruction FM-6764*.

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Payment Arrangement	Frequency
s. 47F(1), s. 47E(c)	
s. 47F(1), s. 47E(c) 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)(ii) @homeaffairs.gov.au.	s. 47F(1), s. 47E(c)
s. 47E(c), s. 47F(1)	In line with invoices for hours worked



Evidence of formalised processes to ensure goods and/or services are delivered in accordance with the contract (e.g. invoice reflects fees and rates included in the contract) must be undertaken, prior to any goods receipt action in easySAP. Financial approvals must be stored in TRIM.

13. Supplier's Key Specified Personnel

	Contract Reference
Specified Personnel Contract Clause	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:

<i>Dedicated envoy support</i>
EL2 Director
EL1 Executive Officer x 2
APS6 Administrative Officer
<i>Envoy Support (additional supporting function - ad hoc and as required)</i>
SESB1
EL2 Director

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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.

Security clearance is baseline or above.

There is currently no specified personnel working within the office of the Special Envoy to Combat Islamophobia as the Envoy has not yet recruited specified personnel.

The Envoy Support section within the Department is providing support.

14. Access and Security



For some contracts you will need to provide the supplier with access to your facilities and assets (for example: buildings, information systems, physical documents), information or data, and in some instances, specified personnel may need to obtain security clearances.

Information Management	TRIM Reference
Access to facilities (e.g. office buildings, warehouses)	s. 47F(1), s. 47E(c)
Access to information systems (e.g. networks or data storage facilities)	s. 47F(1) has access to the departments intranet
Access to personal information (e.g. data in physical or electronic form)	NA
Access to assets (e.g. departmental laptops, vehicles, vessels)	s. 47F(1) has a departmental laptop, mobile phone, headset, camera and portable wifi device
Asset Management Plan	NA
Information Management Plan	NA



Asset Management or Information Management Plans relevant to the contract must be stored in TRIM.

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15. Insurance and Guarantees

	Contract Reference
Insurance and Guarantees Contract Clauses	7

Insurance Type	Insurer Policy No	Limit of Liability	Expiry Date
Limitation of liability			
Insurance:			
• Professional Indemnity	ESN0040142432	\$5,000,000	14/10/2025
• Public and products liability	ESN0040142432	\$20,000,000	14/10/2025
• Media liability	ESN0040142432	\$5,000,000	14/10/2025
• Workers' compensation	NA	NA	NA
• Cyber Insurance	NA	NA	NA
• Compulsory Third Party Insurance	NA	NA	NA



Contract Managers should seek legal and insurance coverage advice before giving an indemnity to the supplier. This is a complex area of law, and you should seek legal advice if any issues arise in connection with indemnities from the supplier.

16. Contract Variations

NA

Variation No.	Date Executed	TRIM Reference	Description of Variation
NA	NA	NA	NA

Please note: strategic procurement activity valued **\$10m-\$50m** and identified as having a high or extreme risk that might impact on the Department's strategic objectives, its ability to execute the procurement, or potentially result in damage to reputation or significant legal, operational or financial risks; or procurement activity valued at **\$50m or more**. This criteria **applies** to open tenders, limited tenders, exempt procurements, extensions and variations (including those not previously subject to the HRHV process), and procurements from existing arrangements (such as panel arrangements). Further information can be found [High Risk High Value Procurement Procedural Instruction](#).



Approvals for contract variations must be recorded in TRIM, Contract variation register must be stored in TRIM.

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17. Contract Extensions

NA

18. Contract Review

Insert details of the process for the contract review.



Contract managers should review the contract periodically throughout its life to assess if the contract outcomes have, or are on track to be met. This may be through regular contract review meetings or through a reporting schedule. The timing and frequency of contract reviews is driven by factors including contract risks and duration. For long term or high risk contracts, you might require monthly performance reviews, while for low risk contracts you might only need an annual review. Contract Managers should also do a formal review when deciding whether to extend a contract.



Reviews must be stored in TRIM.

19. Lessons Learnt



Gathering lessons learnt, during the contract term and when closing a contract can help you to:

- apply learnings and improve contract management processes
- improve future procurement activities.

A sample Lessons Learnt template is provided at Appendix D.

20. Additional Plans



Most contract risks and issues can be documented in your Contract Management Plan or your Risk Management Plan. Where significant risks are identified, consider preparing, on a scaled basis, a plan to formally address these risks. These plans are often contract management tools that are either embedded or referenced in the contract (to make them contractually binding). If required, draft and agree necessary plans as early as practicable to guide contract management processes.

Transition Plan

If the contract is replacing an existing contract for similar goods or services, a “transition in” plan should have been implemented at the commencement of the contract. Similarly, a plan to “transition out” at the end of the contract should have been agreed to. These plans detail transition tasks, time frames, resources, communications, risks and management strategies.

Transition Plans	TRIM Reference	Date Executed
Transition in plan	NA	NA
Transition out plan	See engagement agreement clause 22	TBC

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Communications or Stakeholder Engagement Plan

This formally defines who should be given what information, when that information should be delivered and what communication channels will be used.

s. 47F(1) has procured two businesses to deliver communication/engagement plans:

1. s. 47E(c), s. 47F(1) – for proactive media advice – ADF2024/483322
2. s. 47E(c), s. 47F(1) – for strategic communications – ADF2024/245700



Completed Stakeholder Management Plans must be stored in TRIM along with documented correspondence from and to contract stakeholders.

Probity is the evidence of ethical behaviour, defined as demonstrated integrity, uprightness and honesty in the process. A Probity Plan details the mechanisms for assuring probity within the management of the contract, including how you will monitor and manage supplier's (including its personnel and sub-contractors) ethical conduct, and process for handling unethical behaviour, such as material breaches, which include breaches of confidentiality and security requirements.

Document	TRIM Reference	Date Executed
Probity plan	NA	NA
Probity form	NA	NA
Conflict of Interest Register	See the Engagement agreement Schedule 1 - ADD2024/7764287	16/10/2024

Conflicts of interest and code of conduct

- The Special Envoys are required to disclose all conflicts of interest that may arise both prior and during the appointment, and manage any real, perceived or potential conflicts of interest.
- As non-statutory Ministerial appointments the Special Envoys are not technically bound by the APS Code of Conduct. They are however, subject to other obligations and requirements including, for example, the Protective Security Policy Framework (PSPF) obligations, and Australian Government Security Vetting Agency (AGSVA) requirements as well as the National Anti-Corruption Commission Act 2022 (NACC Act), and the corruption provisions in the Criminal Code Act 1995.

How was the Special Envoy selected?

The final selection for the Special Envoy role was made by the Prime Minister and the relevant Minister at the time.

See BPB: SB24-001073

Candidates for the role of Special Envoy to Combat Islamophobia were suggested by and socialised with the current Minister, former MICMA and other Ministers' engagement with the Australian community, engagement with the Department's Community Liaison (CLO) Network and Regional Directors, and relevant government agencies and departments including AGD, the AHRC, DFAT, and PM&C.

Fraud Control Plan

This details fraud risks within the procurement and measures to mitigate the risks.

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Fraud Control Plan	TRIM Reference	Date Executed
The Envoy Support Section works to the Departments Fraud and Corruption Control Plan 2025 (DRAFT)	NA	DRAFT

Security Plan

Security risks can arise from the supplier accessing facilities or data or needing to integrate their products with Departmental systems. The supplier may have to meet very specific security policies and requirements. A security plan details mandatory security standards, procedures to be followed and required risk mitigation measures. It may also cover the protection of personal information and cyber security issues if applicable.

Security Plan	TRIM Reference	Date Executed
See engagement agreement Clause 14	ADD2024/7764287	16/10/2024

Supply Chain Risks Plan

Aspects of your supplier's supply chain could be geographically, ethically or environmentally unsound particularly in certain industries. This may result in the contracted goods not being delivered or reputational damage to the Department. A supply chain risk management plan details procedures for monitoring your supplier's supply chain and addressing any issues.

Supply Chain Risks	TRIM Reference	Date Executed
NA	NA	NA

Disposal Plan (Asset Disposal Non-ICT)

The Department must dispose of goods in a manner that is lawful, efficient, economical, ethical and environmentally sustainable. If the goods received under your contract require specialised disposal treatment you may require a disposal plan. In some cases, the supplier may be contracted for the eventual disposal of the goods, but the Department will remain accountable for how the disposal occurs.

Asset Management	TRIM Reference	Date Executed
NA	NA	NA

Indigenous Participation Plan (IPP)

An IPP must be submitted by organisations tendering for contracts that are subject to the Mandatory Minimum Indigenous Participation Requirement (MMR). Tenderers outline in the plan how they intend to meet (or exceed) Indigenous employment and or supply use targets over the contract term. The plan helps determine which tenderer is most likely to achieve the strongest economic outcomes for Indigenous Australians.

Supplier Business Continuity Plan / Disaster Plan

A Business Continuity Plan is a document that outlines how a business will continue operating during an unplanned disruption in service. It is more comprehensive than a Disaster Recovery Plan and contains contingencies for business processes, assets, human resources and business partners—every aspect of the business that might be affected.

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Business Continuity Plan	TRIM Reference	Date Executed
Business Continuity Plan	TBC	TBC
Disaster recovery procedures and plans	NA	NA

21. Compliance, Audit and Assurance



Internal assurance activities will be scheduled annually. These activities will ensure the Department is achieving its procurement and contract management objectives effectively, efficiently, lawfully and within an accepted level of risk.

Compliance, Audit and Assurance	TRIM Reference
TBC	TBC

Appendix A - Procurement Connected Policies Information



Procurement Connected Policies are Commonwealth policies that the Government has agreed to connect to the Commonwealth Procurement Rules. These policies seek to support government policy objectives through the Commonwealth's use of grant and/or procurement activities.

The RFT phase of procurement activities should identify where these policies are applicable and subsequent hand over to contract management should include an outline of the ongoing commitment made by the supplier to adhere to these policies. The following is a brief description of the relevant policies.

Payment Times Policy

From 1 October 2021, large businesses (*Reporting Entities under the Payment Times Reporting Act 2020*), that are awarded Australian Government procurement contracts valued over \$4 million (GST inclusive) are required to pay their subcontracts valued up to \$1 million within 20 calendar days. For more information visit treasury.gov.au.

Shadow Economy

The Shadow Economy Connected Procurement Policy (previously Black Economy), was introduced to increase the integrity of Commonwealth Government procurement processes to promote good tax behaviour and an even playing field for businesses that comply with their tax obligations.

The shadow economy puts pressure on Australians who are doing the right thing. It also has broader impacts on our community by reducing funds for essential services such as health, education, transport and infrastructure, and funding for disaster response and other community services.

If it was applicable, through the RFT process tenderers must hold a valid and satisfactory Statement of Tax Record (STR), including for any first tier subcontractors it proposes to deliver goods or services, with an estimated value of over \$4 million (GST inclusive).

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If tenderers are required to maintain a valid and satisfactory STR over the term of the contract, contract managers are required to review the status of STRs. For more information visit treasury.gov.au.



Contract managers may choose to check STRs for their first tier sub-contracts held by the head contractor during the course of the contract.

Mandatory Minimum Indigenous Participation Requirements (MMR)

For certain Commonwealth contracts, relevant Commonwealth entities are required to include targets for minimum Indigenous employment or supply use. These targets are referred to as the 'mandatory minimum requirements for Indigenous participation' or MMR. The Department is required to complete MMR reporting twice a year and this information will be sourced from Contract Managers.

The MMR requires suppliers to achieve a minimum percentage of Indigenous employment or supplier use (or a combination of both) on average over the term of the contract. The supplier, in consultation with the relevant purchasing Commonwealth entity, can elect to apply a target of 4 per cent Indigenous employment or supplier use at the contract level, or a target of 3 per cent at the organisational level. The supplier may elect to meet the MMR directly or through subcontracts. Portfolio agencies are required to report against their IPP targets. This data is stored in the IPP Reporting Solution (IPPRS), which is managed by the National Indigenous Australians Agency (NIAA). For more information visit niaa.gov.au.



Contract managers must ensure the supplier has the appropriate documentation to support their quarterly reported figures.

Workplace Gender Equality

The Workplace Gender Equality Procurement Principles describes the Australian Government procurement connected policy associated with the *Workplace Gender Equality Act 2012 Cth* (WGE Act).

The Principles have been developed as part of the Government's commitment to fairer and more consistent measures for ensuring the Government only deals with organisations who comply with the WGE Act.

Where the Principles apply, non-public sector employers with 100 or more employees in Australia must supply a letter of compliance with their tender submission or prior to contracting with the Australian Government. Letters of compliance are issued by the Workplace Gender Equality Agency. For more information visit wgea.gov.au.

Australian Industry Participation (AIP) Plan

The Australian Industry Participation (AIP) National Framework applies to major Commonwealth Government procurements that are \$20 million or more. Successful tenderers for certain Commonwealth procurements are required to prepare and implement an AIP Plan. For more information visit industry.gov.au.



Contract managers must be aware if an AIP Plan has been completed and if there are any ongoing requirements through the life of the contract from the procurement phase.

Environmentally Sustainable Procurement (ESP) Connected Policy

Australia has legislated a commitment to reduce national greenhouse gas emissions to net zero by 2050. Australia is also transitioning to a circular economy, in which products are either recycled, remanufactured

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or re-used after they have served their initial purpose. The transition to a net zero and circular economy requires a shift in how we consume materials and how industry produces and delivers goods and services.

ESP Phase 1 - from 1 July 2024,

For procurement of:

Construction Services valued at \$7.5 million or more (including GST) total estimated procurement value

ESP Phase 2 – from 1 July 2025

For procurement of:

Furniture, fittings & equipment valued \$1.0 million or more (including GST) total estimated procurement value

ICT goods valued \$1.0 million or more (including GST) total estimated procurement value

Textiles valued \$1.0 million or more (including GST) total estimated procurement value

The supplier is responsible for meeting their commitments documented in the Supplier Environmental Sustainability Plan (SESP). Suppliers are required to report to the Department on all contracts to which the ESP Policy applies. Suppliers will report against the relevant metrics using the reporting template included in the Approach to Market documentation.

Suppliers must also record and track this information on behalf of their subcontractors and ensure data is received from subcontractors in an accurate and timely manner to meet reporting obligations.

Contract Managers are responsible for confirming suppliers and their subcontractors have met their commitments in the SESP

The Contract Manager and the supplier will review the SESP at agreed intervals to determine any perceived risks to the delivery of the SESP or opportunities for improvement. Should a variation to the SESP be required during the term of the contract, the Contract Manager and the supplier may agree to changes to the commitments. Any changes must align to the focus areas and principles in Table 1 of the ESP Policy

For more information refer to the [ESP Policy](#), [ESP Guide](#), [ESP Policy Reporting Framework](#), or visit the [Department of Climate Change, Energy, the Environment and Water](#) website.

Australian Skills Guarantee (Skills Guarantee) Procurement Connected Policy

The Commonwealth Government introduced the Australian Skills Guarantee to leverage its significant purchasing power to help address skills shortages and gender segregation in the building and construction, maintenance services and ICT sectors. The policy seeks to address ongoing acute skills shortages by providing opportunities for apprentices and trainees, and ICT cadets across the country. The Skills Guarantee aims to drive long term sustainable change to tackle gender imbalance in historically male dominated industries and increase gender diversity in the apprenticeship system by setting targets for women.

Skills Guarantee targets applies to:

Major Construction projects with an estimated individual procurement value of \$10million or more (including GST)

Major ICT projects with an estimated individual procurement value of \$10million or more (including GST) and

Flagship Construction projects with an estimated individual procurement value of \$100million or more (including GST).

Suppliers must at a minimum report quarterly to the Department on their progress against the targets. The Department is required to report to the Department of Employment and Workplace Relations (DEWR) every 6 months on the progress of all contracts with Skills Guarantee targets.

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For more information refer to the [Skills Guarantee Policy](#), [Skills Guarantee fact sheet](#), [Gender Equality Action Plan guidance and template](#), [Skills Guarantee Privacy Notice](#)

Or visit the [Department of Employment and Workplace Relations website](#).

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Appendix B - Procurement Policies & Frameworks Information

Commonwealth Supplier Code of Conduct

The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers, their personnel and their subcontractors while under contract with the Commonwealth. The Code applies to all Commonwealth contracts and places a positive duty on suppliers to take proactive action to prevent and discourage breaches of the Code.

Contract Managers **must** monitor the ethical behaviour of suppliers throughout the term of the contract, and require suppliers to comply with the Code when performing their obligations under the contract. This may involve requesting information from the supplier about their continued compliance with the expectations of the Code. This could be performed, for example, as part of periodic performance reviews under the contract and/or as part of the management of risks that may occur over the term of the contract.

Benefits to the Australian Economy

The Government is committed to building a stronger, more prosperous and resilient economy where Australian businesses can be competitive on a domestic and international level.

A range of measures are in place to promote domestic economic growth through procurement. Examples include:

- the commitments to source at least 25% of contracts by value from Small and Medium Enterprises (SMEs) for contracts with a value of up to \$1billion and procure 40% of contracts by value from SMEs, for contracts with a value of up to \$20million
- the Indigenous Procurement Policy (IPP)
- publishing procurement plans for significant procurements, in order to engage early with the market, and
- requirements under the Australian Industry Participation (AIP) National Framework.

Where relevant, contracts may include key performance indicators or other metrics in the contract relating to the economic benefit commitments as agreed and included in the Contract (for example, this may include the requirement to demonstrate the use of an indigenous business, new employees engaged or use of SMEs in the supply chain). For more information visit finance.gov.au.



Contract managers **must** be aware if any Benefits to the Australian Economy obligations have been included in the contract and any requirements that may need to be monitored.

Commonwealth Child Safe Framework

The Commonwealth Child Safe Framework (CCSF) is a whole-of-government policy that sets minimum standards for creating and embedding a child safe culture and practice within Commonwealth entities.

Under the CCSF, the Department must:

- undertake risk assessments annually to identify the level of responsibility for, and contact with, children and young people, evaluate the risk of harm or abuse, and put in place appropriate strategies to manage identified risks
- establish and maintain a system of training and compliance to make their staff aware of, and compliant with, the CCSF and relevant legislation including working with children checks and mandatory reporting requirements, and

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- adopt the National Principles for Child Safe Organisations by 1 February 2020. For more information visit fcfcoa.gov.au.



Contract managers must be aware if any Child Safety obligations have been included in the contract and any requirements that may need to be monitored.

Protective Security Policy Framework (PSPF)

The Protective Security Policy Framework (PSPF) helps Australian Government entities to protect their people, information and assets, both at home and overseas. It sets out government protective security policy and supports entities to effectively implement the policy across the following outcomes:

- security governance
- information security
- personnel security
- physical security.

Entities apply the PSPF using a security risk management approach. This allows them to apply the PSPF in a way that best suits their individual security goals and objectives, their specific risk and threat environment, as well as their risk tolerance and security capability. The Department is accountable for the security risks arising from procuring goods and services and must ensure contracted providers comply with relevant PSPF requirements. For more information visit protectivesecurity.gov.au.



Contract managers must be aware if any PSPF obligations have been included in the contract and any requirements that may need to be monitored.

Sustainable Procurement

Government officials must consider the environmental sustainability of the proposed goods and services (such as energy efficiency, environmental impact, and the use of recycled products) when planning procurements. Officials must take into account all relevant costs and benefits over the entire life of the procurement. The Commonwealth Procurement Rules (CPRs) affirm that sustainability is an important consideration in this assessment.

Refer to the [Australian Government Sustainable Procurement Guide](#) for contract management guidance relating to monitoring sustainability compliance and performance, identifying opportunities to improve environmental impact and disposal of goods.

For more information visit the [Department of Climate Change, Energy, the Environment and Water](#)



Contract managers must be aware if any Sustainable Procurement obligations have been included in the contract and any requirements that may need to be monitored or reported.

Modern Slavery Policy

The Commonwealth Modern Slavery Act 2018 (the Act) entered into force on 1 January 2019. The Act established a national Modern Slavery Reporting Requirement (Reporting Requirement). This Reporting Requirement applies to large businesses and other entities in the Australian market with annual consolidated revenue of at least AUD\$100 million. The Reporting Requirement supports the Australian business community to identify and address their modern slavery risks, and maintain responsible and transparent supply chains.

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If your contract was assessed as having a high risk of modern slavery then there may be clauses in your contract that require the supplier to notify or report on any modern slavery identified in the supplier's operations or in their supply chain. This may involve the supplier ensuring that personnel have undertaken suitable training and preparing and implementing a modern slavery risk management plan. Contract managers should work with the supplier to implement and ensure compliance with these plans to manage identified risks. A modern slavery procurement toolkit to assist procurement officers can be found at: <https://modernslaveryregister.gov.au/resources/>.



Contract managers must be aware if any Modern Slavery obligations have been included in the contract and any requirements that may need to be monitored.

Energy Efficiency in Government Operations (EEGO) Policy

Will the procurement have an impact on energy performance standards for office buildings and portfolio-wide energy intensity targets for tenant light and power, as well as central services. This policy applies to all Government departments and agencies.



Contract managers must be aware if any energy performance obligations have been included in the contract and any requirements that may need to be monitored.

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Appendix C – Indigenous Procurement Policy MMR Guidance

Procedural Instructions

It is recommended that Business Areas establish procedural instructions for MMRs to formalise the roles and responsibilities as well as governance pertaining to MMR contract management.

This document covers the main topics to formalise the MMR roles and responsibilities, and will be a useful resource in developing your procedural instruction. Note, that your procedural instruction should be a working document, which reflects the current roles and responsibilities in the MMR management.



The completed Procedural Instructions must be stored in TRIM.

Indigenous Participation Reports (IPR) – An overview

- Each quarter the supplier/vendor representative (referred to as service providers in the Indigenous Procurement Policy) will receive an auto generated email from the Contractor Portal (reporting platform) to request they complete an IPR.
- The contract manager receives auto generated email after the service provider has submitted an IPR. The contract manager is required to review the report, acknowledge receipt of the report in the system and may make comments for the service provider's attention.
- Contract managers can refer to the NIAA Indigenous Procurement Policy [guide](#) to help Commonwealth procurement officials and contract managers conduct procurement activities that are subject to MMR.
- In fulfilling its reporting obligations, the supplier is able to track progress and make early adjustments to ensure the organisation's performance remains on track. During the life of the contract, the service provider may seek a contract variation to change the employment and supply use combination of the MMR target. In considering the request the contract manager confirms if the proposed change complies with the MMR. At the end of the contract, the service provider's final performance against its MMR target is calculated by the Contractor's Portal.

The Indigenous Participation Plan

At the start of a new contract, service providers develop their Indigenous Participation Plan and set targets for it. The service providers are required to report quarterly to meet their targets.

Indigenous Participation Plan Executed Date	Trim Reference
NA	NA

Reporting Methodology for Service Providers

The MMRs require the service providers to achieve a minimum percentage of Indigenous employment or supplier use (or a combination of both) on average over the term of the contract. The service providers may elect to report on a contract-level or an organisation-level. The reporting level is generally indicated by the service providers as part of their tender response.

Contract Level

The service providers can elect to apply a target of four per cent Indigenous employment or supplier use (or a combination of both) at the contract level. This target may be met directly by the contractor or through subcontractors. The four per cent target can be met through a combination of indigenous employment and supplier use.

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- Indigenous employment target - full time equivalent Australian-based indigenous workforce deployed on the contracted project (by the end of the contract term).
- Supplier use target - the value of the goods and services provided under the contract awarded to Indigenous enterprises (by the end of the contract term).

Organisation Level

The service providers can elect to apply a target of three percent at the organisation level of indigenous employment and supply chain. This target may be met directly by SPs or through their subcontractors. The three per cent target can be met through a combination of indigenous employment and the organisation's supply chain.

- Indigenous employment target - of the full time equivalent Australian-based indigenous workforce of the supplier (by the end of the contract term).
- Supply chain target - the value of the contractor's Australian supply chain must be awarded
- To Indigenous enterprises (by the end of the contract term).
- Organisation level reporting is often used by Contractors that have multiple MMR applicable contracts across the Commonwealth as this type of reporting is not per contract, instead the reporting is based on the organisation.

Reporting Level (Contract or Organisation)	Target %
NA	NA

Ongoing SPs Progress Report

The service providers are required to prepare and submit quarterly performance reports using the Contractor Portal each quarter during the contract term. If the SP is reporting on:

Contract-level: the contract manager will be required to acknowledge the performance reporting submitted by the SP through a system generated email each quarter, or

Organisation-level: the contract manager will not be required to acknowledge the performance reporting as this is done on a multi-review process within the organisation through multiple contractor contacts. The contract manager will receive a summary of the submitted performance reporting that they can still review to ensure it complies with the agreed Indigenous Participation Plan.



The contract manager should be collaborating with their contact in the organisation who manages Indigenous Participation targets on a regular basis to ensure there is appropriate supporting documentation to support their quarterly performance figures. This includes documents such as:

- Timesheets and payslips that demonstrate hours worked
- Evidence that staff have self-identified as Aboriginal or Torres Strait Islander, and
- Invoices from suppliers or subcontracts.

This report will be provided to the contract manager through email workflows, which outlines the service providers' performance pertaining to Indigenous Participation. Through this email workflow, the contract manager may ask for further information and acknowledge or reject the performance reporting.

Reports for the MMR

The service providers are required to submit quarterly performance reports in using the Contractor Portal, but they may also be required to include MMR reporting in other reports, including but not limited to, any actions undertaken to ensure compliance with the requirements of IPP not being met.



The quarterly MMR Reports received through IPPRS must be recorded in TRIM.

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Report name	Frequency	Trim Reference
NA	NA	NA
NA	NA	NA

MMR Compliance

Throughout the reporting process, the contract manager must collaborate with service providers to address any shortfalls identified in quarterly reports. In addition, the contract manager is responsible to ensure the service providers are submitting reports on the required date.



All communication including collaboration with SPs to address shortfalls must be recorded in TRIM.

Roles and Responsibilities

Responsibility	Name	Phone Number	Email Address
NA	NA	NA	NA

Finalising SPs Report

Using the email workflow, the Contract Manager will be able to agree with the final assessment or request the compliance rating be updated to reflect the correct participation should there be any concerns with the calculated compliance rating. The contract manager can provide an assessment of the SP's performance using the reporting methodology on page two of this Contract Management Plan template.

Once the contract manager has progressed the agency assessment, the service provider will be required to acknowledge or dispute the final assessment, using the Contractor Portal.



Detail the process in place for verifying the final assessment to ensure its accuracy, include TRIM locations for final assessment confirmation.

Further Information

Further information is available from the following:

- The Procurement Account Managers contactable through the [Procurement Enquiries and Services \(PES\)](#) tool in Connected Services
- The [Indigenous suppliers \(bcz.gov.au\)](#) intranet page
- The Mandatory Minimum Requirement Reporting Standard Operating Procedure for Agency Contract Managers to comply with the MMR reporting obligations (ADD2020/2671562).

Appendix D–Lessons Learnt Guideline

How to Manage Lessons Learnt

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The lessons learnt is a repository of any lessons learnt during the contract lifecycle that can be usefully applied to other projects. At the close of the project these lessons are captured formally in the lessons learned report. As a minimum it should be updated at the end of a stage, but ideally a note should be made in the log of any good or bad points arising during the execution of the contract.

Lessons learnt from contracts can be used to improve future stages of a contract and to disseminate useful lessons for the benefit of other contracts. Where important lessons are identified early on in the contract life cycle that could be useful to others, it is good practice for the contract manager to prepare an immediate lessons learned report.

Lessons Learnt Report

Key Questions for Discussion

Which management, control and quality processes:

- went well
- went badly
- were lacking.

A description of any abnormal events causing deviations (for example what surprises did the team encounter).

Notes on the performance of specialist methods and tools used if applicable.

Recommendations for future enhancement or modification of the contract management processes (for example what would you do differently next time or for similar projects/contracts).

Realistic measurements on how much effort was required to execute the contracts (for example what circumstances were not expected/anticipated).

Notes on effective and ineffective quality reviews and other tests, including the reasons for their effectiveness (either good or bad).

Lesson Learnt Items

#	Item / Issue	Problem / Success	Observation / Impact	Lessons Learnt / Recommendations
1	TBC	TBC	TBC	TBC

Document Review

This document has been reviewed and is approved by:

Role	Reviewer	Title / Position	Signature	Date
Assistant Secretary, Special Envoy Support and Grants Programs	Malcolm McAllisters	Assistant Secretary, Special Envoy Support and Grants Programs	Malcolm McAllister	13/2/2025

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OFFICIAL**Attendees**

Name	Title / Position	Department
s. 22(1)(a)(ii)	Director, Envoy Support Section	Department of Home Affairs

APPOINTMENT DETAILS PRO-FORMA

Proposing Minister	Hon Tony Burke MP Minister for Home Affairs
---------------------------	--

Organisation	Department of Home Affairs
Proposed Position	Special Envoy to Combat Islamophobia
Is this a New Appointment or a Reappointment?	New Appointment

Proposed Appointee			s. 47F(1)				
Nominee's Current Position and / or Relevant Credentials			s. 47F(1)				
DOB	TBC	Gender	Male	State of Residence	s. 47F(1)	EEO Category*	xxx

Proposed Term	From the date the last party signs the Engagement Agreement until the end of the specified term.	Full time (FT) or Part Time (PT)	FT
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 islamophobia 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	Malcolm McAllister, Assistant Secretary Envoy Support, Citizenship and Multicultural Affairs Division 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).

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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	<i>Nature of appointment</i> Assist and advise Government by: • Providing advice to the Prime Minister and 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 Islamophobia 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 Islamophobia, by highlighting the ongoing contributions of Muslim Australians 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 Islamophobic behaviour • Supporting efforts to address systemic and interpersonal racism, hate speech, discrimination and divisive language (including Islamophobia) 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 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. <i>Incidental matters</i> 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

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		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)

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s. 47E(c)	4.6 (if applicable)	s. 47E(c), s. 47F(1)
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. s. 47E(c) s. 47E(c) s. 47E(c)
s. 47E(c)	6	s. 47E(c), s. 47F(1)
s. 47E(c)	7	s. 47E(c)
Intellectual Property	10	See definition of Intellectual Property in clause 1.2; clause 10 in relation to Intellectual Property under this Agreement Clause 10.12 applies.
Commonwealth Confidential Information	11	The definition of Commonwealth Confidential Information will apply. No additional information specified.

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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
Commonwealth Representative	26	The Commonwealth Representative is s. 22(1)(a)(ii) , Assistant Secretary, Envoy Support Branch.
Commonwealth's address for notices	27	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
Appointee's address for notices	27	s. 47E(c), s. 47F(1)
Premises	29	The Commonwealth will provide the Appointee access to a suitable secure office facility in the 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.
s. 47E(c)	30	s. 47E(c)

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s. 47E(c)

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 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:

- (a) is by its nature confidential;
 - (b) is identified as such in the Agreement Details or is otherwise designated by the Commonwealth as confidential; or
 - (c) the Appointee knows or ought to know is confidential,
- but does not include information which:
- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or

- (e) s. 47E(c)

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s. 47E(c)

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

s. 47E(c)

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).

s. 47E(c)

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'.

Premises has the meaning given to that term in the Agreement Details.

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

Staff has the meaning given to that term in the Agreement Details.

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;

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- (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 for use by the Appointee and Staff in the performance of the Engagement.
- 2.4 The Commonwealth will make the Staff available to assist (subject to relevant Commonwealth policies and procedures) the Appointee in the performance of the Engagement.

3. TERM

- 3.1 This Agreement will commence on the later of:

- (a)
- (b)

s. 47E(c)

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)
- (b)

s. 47E(c)

no GST has been included in the Fees.

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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 s. 47E(c)

- 4.5 The amount deducted is determined by Australian tax laws and will depend upon a number of factors including:

- (a) s. 47E(c)
(b)

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) s. 47E(c)

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 s. 47E(c)
4.9

- 4.10 s. 47E(c)

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.

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s. 47E(c)

7. INSURANCE

7.1

7.2

s. 47E(c)

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) ensuring 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) ensuring 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.

9. NO EMPLOYMENT OR AGENCY

9.1

9.2

s. 47E(c)

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9.3 s. 47E(c)

10. AGREEMENT MATERIAL AND COMMONWEALTH MATERIAL

10.1 s. 47E(c)

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 s. 47E(c)

10.6 s. 47E(c)

10.7 s. 47E(c)

10.8 s. 47E(c)

10.9 s. 47E(c)

- (a) Commonwealth Material;
- (b) Agreement Material; or
- (c) other documents that contain Commonwealth Confidential Information,

s. 47E(c)

10.10 s. 47E(c)

10.11

10.12

(a)

(b)

11. DISCLOSURE OF INFORMATION

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11.1 s. 47E(c)

11.2 s. 47E(c)

- (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.

s. 47E(c)

11.3
11.4
11.5

S. 47E(c)

12. PRIVACY

12.1 s. 47E(c)

- (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) s. 47E(c)
- (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

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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 s. 47E(c)

- (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) s. 47E(c)
 - (ii) the nature of the information;
 - (iii) s. 47E(c)
 - (iv) the steps the person should take if the person wishes to obtain access to the information.

12.3 s. 47E(c)

13. CONFLICT OF INTEREST

13.1

13.2

13.3

- (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 s. 47E(c)

14. SECURITY

14.1 s. 47E(c)

14.2

14.3

s. 47E(c)

14.4

s. 47E(c)

- (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

s. 47E(c)

15. ACCESS TO RECORDS

15.1

s. 47E(c)

- (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

15.3

s. 47E(c)

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

s. 47E(c)

- 16.3 Each Party must bear its own costs of any audits.

17. ARCHIVES ACT 1983

17.1

s. 47E(c)

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17.2

17.3

s. 47E(c)

18. NOTIFICATION OF SIGNIFICANT EVENTS

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

(a)

(b)

s. 47E(c)

18.2

s. 47E(c)

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 the Appointee was involved.

18.4

18.5

18.6

18.7

18.8

18.9

s. 47E(c)

19. TERMINATION OR REDUCTION TO SCOPE WITHOUT DEFAULT

19.1

s. 47E(c)

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

(a) immediately; or

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(b)

19.3

19.4

19.5

19.6

S. 47E(c)

20. TERMINATION FOR DEFAULT

20.1

S. 47E(c)

(a)

S. 47E(c)

(b)

the Commonwealth is entitled to terminate this Agreement in accordance with clause 20.2, 20.3 or 20.4;

(c)

S. 47E(c)

(d)

S. 47E(c)

20.2 Subject to clause 20.3, if:

(a)

S. 47E(c)

(b)

in the Commonwealth's sole and absolute opinion a breach is capable of being remedied,

S. 47E(c)

20.3

S. 47E(c)

20.4

(a)

(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 20.

21.

S. 47E(c)

21.1

S. 47E(c)

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(a)

s. 47E(c)

- (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

(b)

s. 47E(c)**22. TRANSITION OUT****22.1 s. 47E(c)**

- (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,

s. 47E(c)

(c)

s. 47E(c)

- (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 10 (Agreement Material and Commonwealth Material);
- (c) clause 11 (Disclosure of Information);
- (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); and
- (i) clause 30 (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 s. 47E(c)**
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- (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.

24. COMPLIANCE WITH DIRECTIONS

24.1 s. 47E(c)

- (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 Premises or the Commonwealth's premises when using those premises.

24.2 s. 47E(c)

25. PUBLIC ANNOUNCEMENTS

25.1 s. 47E(c)

- 25.2 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.

26. COMMONWEALTH REPRESENTATIVE

- 26.1 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.

27. ADDRESSES FOR NOTICES

27.1 s. 47E(c)

27.2 s. 47E(c)

28. ASSIGNMENT

28.1 s. 47E(c)

29. ENTIRE AGREEMENT AND VARIATION

- 29.1 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.

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- 29.2 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.
- 29.3 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.

30. APPLICABLE LAW

- 30.1 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.

- 30.2 s. 47E(c)

Executed as an Agreement

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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. 22(1)(a)(ii)

Signature

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

Signature of witness

SIGNED by s. 47F(1) :

s. 47F(1)

Signature

In the presence of:

s. 47F(1)

Name of witness

Date: 14/10/24

s. 47F(1)

Signature of witness

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SCHEDULE 1 - APPOINTEE CONFLICT OF INTEREST DECLARATION

Name: **s. 47F(1)**
 Position Title: **Special Envoy to Combat Islamophobia**

I, **s. 47F(1)** (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

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ANNEXURE A

PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION	s. 47F(1) 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.

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.

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

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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

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.

Name

s. 47F(1)

Signature

s. 47F(1)

Date

14/10/24

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PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION	s. 47F(1) 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.

s. 47E(c)

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ASSURANCE

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

s. 47F(1) Name	s. 47F(1) Signature	14/10/24 Date
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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) s. 47F(1), s. 47E(c)

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.

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

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

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

- 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.

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- 2.5. s. 47E(c), s. 47F(1) [REDACTED]
- 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. s. 47E(c), s. 47F(1) [REDACTED]
- 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.

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Signed, sealed and delivered as a deed poll

This Deed Poll is made on

2024 by

SIGNED, SEALED and DELIVERED by ^{s. 47F}
s. 47F(1))
)
)

s. 47F(1)

Signature

In the presence of:

s. 47F(1)

Name of witness

Date: 14/10/24

s. 47F(1)

Signature of witness

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