

APPOINTMENT OF NON-STATUTORY APPOINTEES WHO CONTRACT AS INDIVIDUALS

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

Date: 9 July 2024

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

s. 47F(1)

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

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 Antisemitism for the Commonwealth of Australia, represented by the Department of Home Affairs (the Commonwealth).

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

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

Please indicate your acceptance of the Engagement Agreement by:

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

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

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

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

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

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

Yours sincerely

Stephanie Foster
Secretary

Department of Home Affairs

9 July 2024

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ENGAGEMENT AGREEMENT

AGREEMENT DETAILS

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

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		If incidental materials, services or functions are required in order for the Engagement to be performed (e.g. pre-reading or preparation), they will be taken to be included in the scope of the Engagement and subject to the payment of Fees notwithstanding that they are not specifically set out in this Agreement. In order to carry out the Engagement, the Appointee will be provided with a mobile phone and laptop during the Term. These remain the property of the Commonwealth and must be returned to the Commonwealth on or before the Expiry Date as requested by the Commonwealth. Please refer to the attached Terms of Reference for further detail on engagement.
Expiry Date	3.1	36 calendar months from date of signature of the Agreement
s. 47E(c)	4.2/4.3	s. 47E(c), s. 47F(1)
s. 47E(c)	4.1	s. 47E(c), s. 47F(1)
s. 47E(c)	1	s. 47E(c), s. 47F(1)
s. 47E(c)	4.6 (if applicable)	s. 47E(c), s. 47F(1)
Travel Arrangements		Is travel applicable? Are any travel arrangements or entitlements applicable to the Engagement? Yes

	5	Travel Entitlements Where the Appointee is required to travel as part of the Engagement and this requires an overnight absence, the Appointee will be entitled to a travelling allowance in accordance with the Remuneration Tribunal (Official Travel) Determination 2023, at rates consistent with travel tier 2.
s. 47E(c)	6	s. 47E(c)
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
Commonwealth Confidential Information	11	The definition of Commonwealth Confidential Information will apply
Commonwealth's Privacy Representative	12	The Commonwealth's nominated representative for handling privacy matters, contactable at s. 22(1)(a)(ii)@homeaffairs.gov.au
Security	14	Is a security clearance required for the Engagement? Yes If yes, specify the level of clearance required: Baseline

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Commonwealth Representative	28	The Commonwealth Representative is s. 22(1)(a)(ii) Chief of Staff, Social Cohesion Taskforce.
Commonwealth's address for notices	29	Postal address: 6 Chan St Belconnen ACT 2617 Physical address: 4 National Circuit Barton ACT 2600 Email address: s. 22(1)(a)(ii) @homeaffairs.gov.au
Other Party's and Appointee's address for notices	29	s. 47E(c), s. 47F(1)
Premises	29	The Commonwealth will provide a suitable secure office facility in the s. 47E(c), s. 47F(1) or use by the Appointee and staff at no cost to the Other Party or the Appointee.
s. 47E(c)	30	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 Date means the date on which the last person executes this Agreement.

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

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

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

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

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

- (a) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or

- (b) s. 47E(c)

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'.

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

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

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

1.3 In this Agreement, unless the contrary intention appears:

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

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

2. PERFORMANCE OF THE ENGAGEMENT

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

3. TERM

- 3.1 This Agreement will commence on the earlier of:

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:

s. 47E(c)

- (b) no GST has been included in the Fees.

s. 47E(c)

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

PAYG taxation

s. 47E(c)

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

s. 47E(c)

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).

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 s. 47E(c)

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.

s. 47E(c)

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

8.2 The Commonwealth must provide all reasonable assistance as requested by the Appointee from time to time in support of the Appointee's performance of the Engagement.

9. NO EMPLOYMENT OR AGENCY

9.1

9.2

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.

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10.5

s. 47E(c)

10.6

s. 47E(c)

10.7

s. 47E(c)

10.8

s. 47E(c)

10.9

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

s. 47E(c)

10.10

10.11

10.12

10.13

s. 47E(c)

11. DISCLOSURE OF INFORMATION

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)

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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 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)

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- (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 s. 47E(c)

13.2 s. 47E(c)

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 s. 47E(c)

14.3 s. 47E(c)

14.4 s. 47E(c)

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

14.5 **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 **s. 47E(c)**

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 The Commonwealth must bear the costs of any audits.

17. ARCHIVES ACT 1983

17.1 **s. 47E(c)**

17.2 **s. 47E(c)**

17.3 **s. 47E(c)**

18. NOTIFICATION OF SIGNIFICANT EVENTS

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

(a)

s. 47E(c)

(b)

18.2

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

18.4

s. 47E(c)

18.5

18.6

18.7

18.8

18.9

19. TERMINATION, REDUCTION OR AMENDMENT TO SCOPE WITHOUT DEFAULT

19.1

s. 47E(c)

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

(a) immediately; or

(b)

s. 47E(c)

19.3

s. 47E(c)

19.4

s. 47E(c)

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19.5

s. 47E(c)

20. TERMINATION FOR DEFAULT

20.1

s. 47E(c)

(a)

(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 19.5.

21.

s. 47E(c)

21.1

s. 47E(c)

(a)

(i) a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Commonwealth at least 30 days to pay the invoice; and

(ii) a second notice 15 days after the first notice, referring to the first notice and giving the Commonwealth at least 15 days to pay the invoice,

or

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

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

23. WARRANTIES,**23.1 s. 47E(c)**

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

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

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

25. COMPLIANCE WITH DIRECTIONS

25.1 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 Commonwealth's premises when using those premises.

25.2 s. 47E(c)

s. 47E(c)

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27. PUBLIC ANNOUNCEMENTS

27.1 s. 47E(c)

- 27.2 The Appointee may consult with the Commonwealth in connection with any significant public announcement. If the Appointee does consult with the Commonwealth, the Commonwealth will use best efforts to provide context and feedback promptly.

28. COMMONWEALTH REPRESENTATIVE

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

29. ADDRESSES FOR NOTICES

29.1 s. 47E(c)

29.2 s. 47E(c)

30. ASSIGNMENT

30.1 s. 47E(c)

31. ENTIRE AGREEMENT AND VARIATION

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

32. APPLICABLE LAW

- 32.1 This Agreement will be governed by the laws for the time being in force in the Australian Capital Territory and the parties agree to submit to the jurisdiction of the courts of that jurisdiction.

32.2 s. 47E(c)

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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: 10 July 2024.

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

Signature

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

Signature of witness

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

s. 47F(1)

s. 47F(1)

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Date:.....

SIGNED by s. 47F(1)

)
)
)

s. 47F(1)

Signature

In the presence of:

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

Name of witness

Date: 9-7-24

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

Signature of witness

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SCHEDULE 1: APPOINTEE CONFLICT OF INTEREST DECLARATION

Name: s. 47F(1)
 Position Title: Special Envoy to Combat Antisemitism
 Branch / Division: National Security & Resilience Group

s. 47F(1)

declare that:

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

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

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

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

Signed

s. 47F(1)

Date

18 July 2024

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PRIVATE INTERESTS DECLARATION

PROPOSED POSITION
& ORGANISATION

ANTISEMITISM ENVOY

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

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the Crimes Act 1914)?
2. Are you, or have you been, the respondent or defendant in any civil or criminal court action (including as a company director or other office holder)?
3. (a) Have you ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act 1996 (the Bankruptcy Act) or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?
(b) If you are in a partnership, have any of your partners ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?
4. Has any business or commercial enterprise for which you, or if applicable your partner(s), have had responsibility ever gone into receivership or a similar scheme or arrangement?
5. During the last 10 years have you, or if applicable your partner(s), been the subject of a court order in connection with monies owing to another party?
6. Have you ever been summonsed or charged concerning non-payment of tax or outstanding tax debts, investigated for tax evasion or defaults, or negotiated with the Australian Taxation Office over outstanding tax debts?
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation?
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?
9. Are you the director of a company? If yes, please provide details
10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed
11. Are you a lobbyist registered on the Australian Government's Lobbyists Register or the register of a state or territory? If yes, please provide details in a separate attachment.
12. Are you currently employed by the Commonwealth, the Administration of a Territory, or a public statutory corporation or incorporated company owned by the Commonwealth on a full-time basis? If yes, please provide details.
13. Is there any other information which could be relevant to your suitability for the proposed appointment?

ASSURANCE

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

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

s. 47F(1)

Name

s. 47F(1)

Signature

4/6/2024

Date

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PRIVATE INTERESTS DECLARATION - ATTACHMENT

Document 1

PROPOSED POSITION & ORGANISATION	ANTISEMITISM ENVOY
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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 Act 1973*. The Act provides that a person is not entitled to remuneration for part-time appointments when holding certain full-time employment, engagement or appointment. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

QUESTION	DETAILS AND CONFLICT MITIGATION STRATEGY
s. 47E(c), s. 47F(1)	

ASSURANCE

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

s. 47F(1)	s. 47F(1)	8/6/2024
Name		Date

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JILLIAN SEGAL | PRIVATE INTEREST DECLARATION

9. CURRENT DIRECTORSHIPS

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



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PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION

Attorney General's Office, Attorney General's Office

Please provide details for all yes answers to any question on the Private Interests Declaration form. Please declare 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 7.1(1) of the *Remuneration Act 1973 (Cth)*. The Act provides that a person is not entitled to remuneration for part-time appointments while holding certain full-time employment, engagement or appointment. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

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

QUESTION

DETAILS WITH CONFLICT MITIGATION STRATEGY

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

AS

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

s. 47F(1)

s. 47F(1)

8/7/24
Date

Name

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

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SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

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

8 July 2024

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

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

each a Confidant.

Context

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

Operative Provisions

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

1. **Interpretation**

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

Confidential Information

means:

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

Engagement Agreement

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

Engagement

has the same meaning as in the Engagement Agreement.

Permitted Purpose

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

2. Undertakings**2.1. s. 47E(c)**

- 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)

- 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.a).

2.4. s. 47E(c)

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

2.5. s. 47E(c)

- 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)**

- 2.7. The Appointee consents to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights that he or she may have in the Agreement Material, as those terms are defined in the Engagement Agreement.
- 2.8. The obligations under this Deed continue indefinitely.
- 2.9. This Deed is governed by the laws applicable in the Australian Capital Territory.

Signed, sealed and delivered as a deed poll

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

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

S. 47F(1)

S. 47F(1)

Name of witness

Date: 8.7.24

S. 47F(1)

Signature of witness

SIGNED, SEALED and DELIVERED by S. 47F(1)
S. 47F(1)

S. 47F(1)

In the presence of:

S. 47F(1)

8.7.24

S. 47F(1)

Signature of witness

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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 Malcolm McAllister, 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) s. 47E(c)
- (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) s. 47E(c)
- (b) 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

s. 47E(c)

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

s. 47E(c)

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).

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 **s. 47E(c)**

- 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.

s. 47E(c)

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

10.11

10.12

(a)

(b)

s. 47E(c)

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

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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) s. 47E(c)

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

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

OFFICIAL

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
-------------------------------------	---

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 <i>Crimes Act 1914</i>)?	s. 47E(c), s. 47F(1)
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? <u>If yes, please provide details in the following page.</u>	
10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed.	
11. Are you a lobbyist registered on the Australian Government's Lobbyists Register or the register of a state or territory? If yes, please provide details in a separate attachment.	

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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)

ASSURANCE

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

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

- 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)

- 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)

- 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)

- 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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under the Freedom of Information Act 1982

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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(1)}
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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Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination (No. 2) 2023

We, the members of the Remuneration Tribunal, make the following determination.

Dated 28 August 2023

John Conde AO
President

Heather Zampatti
Member

Stephen Conry AM
Member

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

Contents

Part 1—Preliminary	1
1 Name.....	1
2 Commencement	1
3 When this instrument takes effect	1
4 Authority.....	1
5 Determination supersedes previous determination.....	1
6 Schedules	1
7 Simplified outline of this instrument.....	2
8 Definitions	2
Part 2—General provisions	5
9 Fees are gross fees	5
10 Remuneration packaging.....	5
11 Employer shortfall exemption certificate	5
12 Other holders of part-time public office.....	5
Part 3—Annual fees	7
13 Simplified outline of this Part	7
14 Application of this Part	7
15 Payment of annual fees	7
16 Annual fees	7
17 Special provisions for certain offices	14
Part 4—Daily fees	17
18 Simplified outline of this Part	17
19 Application of this Part	17
20 Payment of daily fees	17
21 Calculation of daily fees	18
22 Daily fees	18
23 Special provisions for certain offices	26
24 Specified professional committees.....	28
Part 5—Annual meeting fees and additional daily fees	29
25 Simplified outline of this Part	29
26 Application of this Part	29
27 Payment of annual meeting fees	29
28 Payment of additional daily fees	30
29 Authority business—exclusion	30
30 Calculation of additional daily fees.....	30
31 Annual meeting fees and additional daily fees.....	31
32 Special provisions for certain offices	31
Part 6—Base fees and meeting fees	33
33 Simplified outline of this Part	33
34 Application of this Part	33
35 Payment of base fees.....	33
36 Payment of meeting fees	34
37 Base fees and meeting fees	34
38 Special provisions for certain offices	35
Part 7—Aboriginal Land Councils fees	36
39 Simplified outline of this Part	36

40	Application of this Part	36
41	Payment of daily fees	36
42	Calculation of daily fees	37
43	Travel tier.....	37
44	Daily fees	37
Schedule 1—Repeals		39
<i>Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time</i>		
<i>Public Office) Determination (No. 1) 2023</i>		39

Part 1—Preliminary

1 Name

This instrument is the *Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination (No. 2) 2023*.

2 Commencement

- (1) Each provision of this instrument specified in column 1 of the table commences, or is taken to have commenced, in accordance with column 2 of the table. Any other statement in column 2 has effect according to its terms.

Commencement information		
Column 1	Column 2	Column 3
Provisions	Commencement	Date/Details
1. The whole of this instrument	1 July 2023.	1 July 2023

Note: This table relates only to the provisions of this instrument as originally made. It will not be amended to deal with any later amendments of this instrument.

- (2) Any information in column 3 of the table is not part of this instrument. Information may be inserted in this column, or information in it may be edited, in any published version of this instrument.

3 When this instrument takes effect

This instrument takes effect at the start of 1 July 2023.

4 Authority

This instrument is made under subsections 7(3) and (4) of the *Remuneration Tribunal Act 1973*.

5 Determination supersedes previous determination

This instrument supersedes the *Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination (No. 1) 2023*.

6 Schedules

Each instrument that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

Part 1 Preliminary

Section 7

7 Simplified outline of this instrument

This instrument is structured so that Part 2 contains general provisions, and each of Parts 3 to 7 contains the provisions for a specific remuneration model, as follows:

- Part 3 applies to office holders remunerated by annual fees;
- Part 4 applies to office holders remunerated by daily fees;
- Part 5 applies to office holders who are remunerated under an annual meeting fee and additional daily fee model;
- Part 6 applies to office holders who are remunerated under a base (annual) fee and (daily) meeting fee model;
- Part 7 applies to offices of the Aboriginal Land Councils.

8 Definitions

Note: A number of expressions used in this instrument are defined in the Act, including office and public office.

In this instrument:

ADF Super member has the same meaning as in the *Australian Defence Force Superannuation Act 2015*.

agency, of an office holder, means:

- (a) the agency to which the office holder is attached; or
- (b) if the office holder is not attached to an agency—the portfolio Department.

authority is the body or office to which an office holder is appointed.

authority business means any authority business conducted by an office holder with the authority's approval, but does not include the following:

- (a) attendance at a formal meeting;
- (b) official travel time on a meeting day;
- (c) normal preparation time for a formal meeting (although time spent by the office holder preparing for a formal meeting may be treated as **authority business** if the Chair considers the time excessive to normal preparation time).

CSS (short for Commonwealth Superannuation Scheme) has the same meaning as in the *Superannuation Act 1976*.

DFRDB (short for Defence Force Retirement and Death Benefits) means the scheme established by the *Defence Force Retirement and Death Benefits Act 1973*.

Section 8

employing authority, in relation to an office holder, means an entity exercising a power or performing a function in relation to the office holder's employment or remuneration.

fringe benefits tax means fringe benefits tax (within the meaning of the *Fringe Benefits Tax Assessment Act 1986* as it applies of its own force or because of the *Fringe Benefits Tax (Application to the Commonwealth) Act 1986*).

MSBS (short for Military Superannuation and Benefits Scheme) has the same meaning as Scheme has in the *Military Superannuation and Benefits Act 1991*.

normal preparation time means the time that a member of an authority (including the Chair or a Deputy Chair) ordinarily requires to prepare for a meeting of the authority. It can occur on either a day of a meeting or on another day.

office holder means the holder of a part-time public office.

official travel determination means the *Remuneration Tribunal (Official Travel) Determination 2022* (or any determination that supersedes that determination).

official travel time is the reasonable period, certified by a Chair, that an office holder spends travelling on official business away from the town or city in which the office holder's principal place of residence is located. The Chair may consider agency travel guidelines (if any) when determining the reasonable period.

PSS (short for Public Sector Superannuation Scheme) has the same meaning as Public Sector Superannuation Scheme has in the *Superannuation Act 1990*.

PSSAP (short for Public Sector Superannuation Accumulation Plan) has the same meaning as in the *Superannuation Act 2005*.

specified professional committee means a professional committee specified in Table 4C.

Table 2A means the table of daily fees in subsection 12(1).

Table 3A means the table of annual fees in section 16.

Table 3B means the table of special provisions for certain offices in section 17.

Table 4A means the table of daily fees in section 22.

Table 4B means the table of special provisions for certain offices in section 23.

Table 4C means the table of specified professional committees in section 24.

Table 5A means the table of annual meeting fees and additional daily fees in section 31.

Table 5B means the table of special provisions for certain offices in section 32.

Table 6A means the table of base fees and meeting fees in section 37.

Table 6B means the table of special provisions for certain offices in section 38.

Part 1 PreliminarySection 8

Table 7B means the table of daily fees for holders of public offices in Aboriginal Land Councils in section 44.

Part 2—General provisions

9 Fees are gross fees

Fees set out in this instrument are gross fees, and no additional amount is payable by the employing authority to meet any taxation obligations.

10 Remuneration packaging

- (1) An employing authority may provide access to remuneration packaging to office holders.
- (2) An office holder may elect to take the fees and allowances payable under this instrument either as a cash payment, or a combination of a cash payment and other benefits.
- (3) An election made in accordance with subsection (2) must be consistent with:
 - (a) applicable agency policies and procedures on remuneration packaging; and
 - (b) relevant taxation laws, rulings and guidelines issued by the Australian Taxation Office.
- (4) Remuneration packaging must be administered without additional cost to the employing authority and any fringe benefits tax associated with a benefit must be included in the remuneration package.

11 Employer shortfall exemption certificate

- (1) This section applies to an office holder if:
 - (a) the office holder is not a member of the CSS, DFRDB, MSBS, PSS or PSSAP, or an ADF Super member; and
 - (b) an employer shortfall exemption certificate has been issued under the *Superannuation Guarantee (Administration) Act 1992* to the office holder in relation to:
 - (i) the office holder's employer; and
 - (ii) a quarter in a financial year.
- (2) Any remuneration payable to the office holder in accordance with this instrument in respect of the quarter is to be increased by the amount of the minimum contribution that would (if the certificate had not been issued), under section 23 of the *Superannuation Guarantee (Administration) Act 1992*, reduce the charge percentage for the office holder to nil.

12 Other holders of part-time public office

- (1) The following daily fees apply to offices that are not specified in Part 3, 4, 5, 6 or 7.

Part 2 General provisions

Section 12

Table 2A—Other office holders	
Column 1	Column 2
Kind of office	Daily fee
Chair	\$595
Member	\$448

- (2) Fees set out in subsection (1) are to be paid in accordance with Part 4.
- (3) For the purposes of the official travel determination, travel tier 2 applies to an office holder whose fees are set out in subsection (1).

Note: This instrument applies only to offices that are public offices (see the definition of **public office** in subsection 3(4) of the Act).

Part 3—Annual fees

13 Simplified outline of this Part

This Part applies to office holders who receive an annual fee. It sets out the way fees are paid and the activities covered by the fee. Table 3A sets out the following:

- the individual public offices remunerated by annual fees;
- the fees payable to Chairs, Deputy Chairs and Members (where applicable);
- any additional provisions or conditions that apply to the office;
- the travel tier for the office.

14 Application of this Part

This Part applies to office holders whose annual fees are set out in Table 3A.

15 Payment of annual fees

- (1) The annual fees set out in Table 3A are payable on a periodic basis throughout each year. Part years are paid on a proportionate basis. The annual fee covers all activities undertaken by the office holder in performing the duties of their office.

Reduction for lengthy absence

- (2) The annual fee is proportionally reduced where an office holder is unavailable to perform the duties of their office for a period of more than 3 months, except to the extent that a reduction would be inconsistent with the terms of the office holder's appointment.

16 Annual fees

The following table (**Table 3A**) sets out, for each office holder or authority in column 1:

- (a) if column 1 specifies an office holder—the annual fee for the office holder; and
- (b) if column 1 specifies an authority—the annual fee for one or more of the following office holders in relation to the authority:
 - (i) the Chair;
 - (ii) a Deputy Chair;
 - (iii) a member other than the Chair or a Deputy Chair; and
- (c) the special provisions (if any) of this instrument that apply to the office holder or office holders; and
- (d) the travel tier that applies to the office holder or office holders for the purposes of the official travel determination.

Part 3 Annual fees

Section 16

Note: Some authorities specified in column 1 have office holders who receive daily fees under Part 4, who are not covered by this instrument because they hold office on a full-time basis, or who do not receive fees.

Table 3A—Annual fees

Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Medical Services Advisory Committee	\$242,510	\$181,890	\$49,330		1
NBN Co Limited	\$242,510	\$195,250	\$121,320		1
Snowy Hydro Limited	\$242,510		\$121,270	Table 3B, item 1	1
Future Fund	\$229,410		\$114,720		1
Commonwealth Grants Commission	\$225,570		\$119,420		1
Australia Post	\$207,010	\$115,530	\$103,550	Table 3B, items 1, 6 and 7	1
Australian Broadcasting Corporation	\$190,430	\$94,010	\$62,710		1
Airservices Australia	\$177,710	\$133,290	\$88,860		1
ASC Pty Ltd	\$177,710	\$133,280	\$82,960	Table 3B, items 2 and 8	1
Australian Rail Track Corporation	\$177,710		\$88,860	Table 3B, items 2 and 21	1
Independent National Security Legislation Monitor	\$177,710				1
WSA Co Limited	\$177,710	\$133,290	\$88,860	Table 3B, item 2	1
National Intermodal Corporation Limited	\$177,710	\$88,860	\$88,860	Table 3B, item 2	1
Commonwealth Scientific and Industrial Research Organisation	\$160,300	\$80,160	\$80,160	Table 3B, items 2 and 18	1
Medical Devices and Human Tissue Advisory Committee	\$160,300		\$37,030		1
Commonwealth Superannuation Corporation	\$150,490		\$71,990	Table 3B, items 2 and 4	See Table 3B, item 4
Financial Regulator Assessment Authority	\$150,490		\$75,250		1
National Disability Insurance Agency	\$150,490		\$75,250	Table 3B, items 2, 9, 10 and 11	1

Annual fees **Part 3**

Section 16

Table 3A—Annual fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Tax Practitioners Board	\$150,490		Daily fee		1
National Reconstruction Fund Corporation	\$128,120		\$63,690		1
Northern Australia Infrastructure Facility	\$128,120		\$63,690	Table 3B, item 2	1
Australian Digital Health Agency Board	\$127,360		\$63,680	Table 3B, item 12	1
Australian Maritime Safety Authority	\$127,360	\$95,530	\$63,680	Table 3B, item 2	1
Australian Naval Infrastructure Pty Ltd	\$127,360		\$63,680	Table 3B, item 2	1
Board of Taxation	\$127,360		\$63,680		1
Civil Aviation Safety Authority Board	\$127,360	\$95,530	\$63,680	Table 3B, item 2	1
Defence Housing Australia	\$127,360		\$63,680	Table 3B, item 2	1
Export Finance and Insurance Corporation	\$127,360	\$95,530	\$63,680	Table 3B, item 2	1
High Speed Rail Authority Board	\$127,360		\$63,680		2
Infrastructure Australia	\$127,360		\$63,680		1
Murray-Darling Basin Authority	\$127,360		\$76,420		1
Australian Curriculum Assessment and Reporting Authority	\$118,470	\$88,860	Daily fee	Table 3B, item 5	See Table 3B, item 5
Clean Energy Finance Corporation	\$118,470		\$59,240		1
Foreign Investment Review Board	\$118,470		\$59,240		1
National Health and Medical Research Council	\$118,470		\$29,620	Table 3B, item 4	See Table 3B, item 4
National Housing Finance and Investment Corporation	\$118,470		\$59,240	Table 3B, item 2	2
Northern Territory Aboriginal Investment Corporation	\$118,470		\$59,240		2
Special Broadcasting Service	\$118,470	\$88,860	\$47,400		1
Australian Institute for Teaching and School Leadership Ltd	\$109,610	\$82,210	Daily fee	Table 3B, item 5	See Table 3B, item 5

Part 3 Annual fees

Section 16

Table 3A—Annual fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Australian Nuclear Science and Technology Organisation Board	\$109,610	\$82,210	\$54,810	Table 3B, item 2	1
Financial Reporting Council	\$109,610		Daily fee		1
Innovation and Science Australia Board	\$109,610		\$49,330	Table 3B, items 4 and 13	See Table 3B, item 4
Tourism Australia	\$109,610	\$82,210	\$54,810	Table 3B, item 2	1
Australian Renewable Energy Agency	\$100,720		\$50,360	Table 3B, item 3	2
Australian Sports Commission	\$100,720	\$75,540	\$50,360	Table 3B, item 2	1
Australia's Economic Accelerator Advisory Board	\$100,720	\$50,360	\$50,360		2
Great Barrier Reef Marine Park Authority	\$100,720		\$50,360		2
Safety, Rehabilitation and Compensation Commission	\$100,720		\$45,330		1
Australian Pesticides and Veterinary Medicines Authority Board	\$91,830		\$45,920		2
Food Standards Australia New Zealand	\$91,830		\$45,920	Table 3B, item 3	1
Independent Hospital Pricing Authority	\$91,830	\$34,040	\$34,040		2
International Air Services Commission	\$91,830		\$45,920		1
National Health and Medical Research Council—Research Committee	\$91,830				2
Regional Investment Corporation Board	\$91,830		\$45,920	Table 3B, item 2	2
Aboriginal Hostels Limited	\$82,960		\$41,480	Table 3B, item 20	2
Australian Commission on Safety and Quality in Health Care	\$82,960		\$27,380		2
Australian Electoral Commission	\$82,960				1
Australian Fisheries Management Authority Commission	\$82,960	\$41,480	\$41,480		1

Annual fees **Part 3**

Section 16

Table 3A—Annual fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Australian Hearing Services	\$82,960		\$37,340	Table 3B, item 2	1
Australian Heritage Council	\$82,960		\$37,340		1
Australian Heritage Council—Associate Member			\$37,340		1
Australian Institute of Health and Welfare	\$82,960	\$41,480	\$41,480		2
Grains Research and Development Corporation	\$82,960		\$41,480	Table 3B, item 2	1
Independent Parliamentary Expenses Authority	\$82,960		\$41,480		2
Indigenous Business Australia	\$82,960	\$62,220	\$41,480	Table 3B, items 2 and 14	1
Indigenous Land and Sea Corporation	\$82,960	\$62,220	\$41,480	Table 3B, item 2	1
National School Resourcing Board	\$82,960	\$62,220			2
Outback Stores Pty Ltd	\$82,960		\$41,480		2
Prime Minister's Indigenous Advisory Council	\$82,960		Daily fee		2
Referendum Council, Co-Chair	\$82,960		Daily fee		2
Wine Australia	\$82,960	\$41,480	\$41,480		2
Australian Medical Research Advisory Board	\$74,050	\$55,540			1
Cancer Australia Advisory Council	\$74,050		\$37,030	Table 3B, item 15	2
National Health and Medical Research Council—Australian Health Ethics Committee	\$74,050				2
National Health and Medical Research Council—All other Principal Committees	\$74,050				2
National Offshore Petroleum Safety and Environmental Management Authority Board	\$74,050		\$37,030		1
Army and Air Force Canteen Service (AAFCANS)	\$65,170		\$32,590	Table 3B, item 2	2

Part 3 Annual fees

Section 16

Table 3A—Annual fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Australia Council (until 23 August 2023)	\$65,170	\$48,880	\$35,850	Table 3B, items 3, 22 and 23	1
Australia Council Board	\$65,170	\$48,880	\$35,850	Table 3B, items 3, 22 and 23	1
Australian Sports Drug Medical Advisory Committee	\$65,170		\$27,380		2
Climate Change Authority	\$65,170		\$32,590		2
Fisheries Research and Development Corporation	\$65,170		\$39,110		1
National Capital Authority	\$65,170		\$26,070		1
National Rural Advisory Council	\$65,170		\$35,850		1
Rural Industries Research and Development Corporation	\$65,170		\$39,110	Table 3B, item 3	1
Safe Work Australia	\$65,170				2
Screen Australia	\$65,170	\$48,880	\$35,850	Table 3B, item 3	1
Australian Film Television and Radio School—Council	\$56,300		\$28,160	Table 3B, items 2 and 16	2
Australian Institute of Marine Science Council	\$56,300		\$28,160	Table 3B, item 3	2
Australian War Memorial Council	\$56,300		\$28,160	Table 3B, item 19	2
Cotton Research and Development Corporation	\$56,300		\$28,160		2
National Gallery of Australia Council	\$56,300	\$42,230	\$28,160		2
Radiation Health and Safety Advisory Council	\$56,300				2
Sydney Harbour Federation Trust	\$56,300		\$28,160	Table 3B, item 2	2
Australian National Maritime Museum Council	\$47,400		\$23,710		2
National Film and Sound Archive	\$47,400	\$23,710	\$23,710		2
National Library of Australia Council	\$47,400	\$35,550	\$23,710		2

Annual fees **Part 3**

Section 16

Table 3A—Annual fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
National Museum of Australia Council	\$47,400		\$23,710		2
National Portrait Gallery of Australia Council	\$47,400	\$23,710	\$23,710		2
Old Parliament House Board	\$47,400	\$23,710	\$23,710		2
Creative Workplaces Council	\$47,400		\$23,710		2
Music Australia Council			\$23,710		2
Australian Institute of Health and Welfare—Ethics Committee	\$38,530				2
Australian Statistics Advisory Council	\$38,530			Table 3B, item 4	See Table 3B, item 4
Classification Review Board	\$38,530	Daily fee	Daily fee		2
Defence Strategic Reform Advisory Board	\$38,530		\$26,970		1
Public Lending Right Committee	\$38,530				2
Asbestos Safety and Eradication Council	\$29,660		Daily fee		2
Northern Territory Aboriginal Investment Corporation Grants Committee	\$22,880		\$11,440		2
Northern Territory Aboriginal Investment Corporation Investment Committee	\$22,880		\$11,440		2
Innovation and Science Australia Committee	\$20,760		\$12,460	Table 3B, item 13	2
Northern Territory Aboriginal Investment Corporation Audit and Risk Committee	\$17,450		\$8,730		2
Reserve Bank of Australia	Full-time		\$82,960	Table 3B, item 1	1
Australian Transport Safety Bureau Commission, Commissioner			\$65,170		1
Payments System Board	Full-time		\$65,170		1
Pharmaceutical Benefits Advisory Committee	Full-time		\$59,250	Table 3B, item 17	1
Clean Energy Regulator	Full-time		\$59,240		1

Part 3 Annual fees

Section 17

17 Special provisions for certain offices

The provisions in column 2 of the following table (*Table 3B*) apply for the purposes of paragraph 16(c).

Table 3B—Special provisions for certain offices		
Item	Column 1 Description	Column 2 Special provision
1	Audit fees	A member (other than the Chair or Deputy Chair) who is also appointed to an Audit Committee (however named) is entitled to additional fees as follows: (a) for the Chair of the Audit Committee—\$23,980 per year; (b) for a member of the Audit Committee—\$12,000 per year.
2	Audit fees	A member (other than the Chair or Deputy Chair) who is also appointed to an Audit Committee (however named) is entitled to additional fees as follows: (a) for the Chair of the Audit Committee—\$17,450 per year; (b) for a member of the Audit Committee—\$8,730 per year.
3	Audit fees	A member (other than the Chair or Deputy Chair) who is also appointed to an Audit Committee (however named) is entitled to additional fees as follows: (a) for the Chair of the Audit Committee—\$10,570 per year; (b) for a member of the Audit Committee—\$5,290 per year.
4	Travel tier	The Chair is entitled to tier 1 travel arrangements. Other members or directors are entitled to tier 2 travel arrangements.
5	Travel tier	The Chair and Deputy Chair are entitled to tier 1 travel arrangements. Other members or directors are entitled to tier 2 travel arrangements.
6	Australia Post	A member (other than the Chair or Deputy Chair) who is also appointed to the People and Sustainability Committee is entitled to additional fees as follows: (a) for the Chair of the People and Sustainability Committee—\$20,430 per year; (b) for a member of the People and Sustainability Committee—\$10,230 per year.
7	Australia Post—Deputy Chair	The Deputy Chair is entitled to additional fees as follows: (a) if the Deputy Chair is also appointed as Chair of the Audit and Risk Committee—\$23,980 per year; (b) if the Deputy Chair is also appointed as a member of the Audit and Risk Committee—\$12,000 per year.
8	ASC Pty Ltd	A member (other than the Chair or Deputy Chair) who is also appointed to the Business Assurance and Security Committee (the BAS Committee) is entitled to additional fees as follows: (a) for the Chair of the BAS Committee—\$16,760 per year;

Section 17

Table 3B—Special provisions for certain offices

Item	Column 1 Description	Column 2 Special provision
		(b) for a member of the BAS Committee—\$8,390 per year.
9	National Disability Insurance Agency	A member (other than the Chair) who is also appointed to the Sustainability Committee is entitled to additional fees as follows: (a) for the Chair of the Sustainability Committee—\$13,060 per year; (b) for a member of the Sustainability Committee (other than Dr Peta Seaton)—\$6,540 per year; (c) for Dr Peta Seaton, while she is a member of the Sustainability Committee—\$3,270 per year.
10	National Disability Insurance Agency	Dr Peta Seaton is to receive, while she occupies the office of member, an annual fee of \$55,490 instead of the amount in column 4 of Table 3A.
11	National Disability Insurance Agency	Dr Denis Napthine is to receive, while he occupies the office of member, an annual fee of \$55,490 instead of the amount in column 4 of Table 3A.
12	Australian Digital Health Agency Board	A member (other than the Chair) who is also appointed to chair a Standing Advisory Committee is entitled to an additional fee of \$11,360 per year.
13	Innovation and Science Australia Board	The Chair and Members of the Innovation and Science Australia Board are to receive remuneration for only one committee.
14	Indigenous Business Australia	A member (other than the Chair or Deputy Chair) who is also appointed to the Finance, Investment and Products Committee is entitled to additional fees as follows: (a) for the Chair of the Finance, Investment and Products Committee—\$13,060 per year; (b) for a member of the Finance, Investment and Products Committee—\$6,540 per year.
15	Cancer Australia Advisory Council	The Hon Jillian Skinner is to receive an annual member fee of \$36,380 instead of the amount in column 4 of Table 3A.
16	Australian Film Television and Radio School—Council	A member (other than the Chair) who is also appointed Chair of the Academic Board is entitled to an additional fee of \$13,060 per year.
17	Pharmaceutical Benefits Advisory Committee (PBAC)	A member (other than the Chair or Deputy Chair) who is a PBAC Executive sub-committee member is entitled to an additional fee of \$11,490 per year.
18	Commonwealth Scientific and Industrial Research Organisation—committees	A member (other than the Chair) who chairs either of the following committees is entitled to an additional fee of \$12,480 per year: (a) the People and Safety Committee; (b) the Science Excellence Committee.
19	Australian War Memorial Council	During the period beginning on 21 October 2019 and ending on 30 June 2028:

Part 3 Annual fees

Section 17

Table 3B—Special provisions for certain offices

Item	Column 1 Description	Column 2 Special provision
		(a) the Chair of the Australian War Memorial Council is entitled to an additional fee of \$30,000 per year; and (b) other members of the Australian War Memorial Council are entitled to an additional fee of \$15,000 per year.
20	Aboriginal Hostels Limited	A member (other than the Chair) who is also appointed to the Audit, Risk and Finance Committee or the Asset Management Committee is entitled to additional fees as follows: (a) for the Chair of the Audit, Risk and Finance Committee—\$17,450 per year; (b) for a member of the Audit, Risk and Finance Committee—\$8,730 per year; (c) for the Chair of the Asset Management Committee—\$8,730 per year; (d) for a member of the Asset Management Committee—\$4,370 per year. A member who is covered by more than one of the above paragraphs receives only the highest additional fee for any of the paragraphs that applies to the member.
21	Australian Rail Track Corporation	While the Hon Katrina Hodgkinson occupies the office of Member she is to receive an annual fee of \$62,300 instead of the amount in column 4 of Table 3A.
22	Australia Council and Australia Council Board	The Hon Don Harwin is to receive, while he occupies the office of member of the Australia Council or the Australia Council Board, an annual fee of \$35,790 instead of the amount in column 4 of Table 3A.
23	Australia Council and Australia Council Board	Despite item 3 of this table, the Hon Don Harwin is to receive, while he is a member of the Audit Committee (however named) of the Australia Council or the Australia Council Board, a fee of \$2,650 per year.

Part 4—Daily fees

18 Simplified outline of this Part

This Part applies to office holders who receive a daily fee. It sets out the conditions that must be met for payment of fees, including certification of hours and minimum claim and maximum payment arrangements. Table 4A identifies the following:

- the individual public offices remunerated by daily fees;
- the fees payable to Chairs, Deputy Chairs and Members (where applicable);
- any additional provisions or conditions that apply to the office;
- the travel tier for the office.

This Part also applies to office holders whose daily fees are set out in Table 2A.

19 Application of this Part

This Part applies to:

- (a) office holders whose daily fees are set out in Table 2A; and
- (b) office holders whose daily fees are set out in Table 4A.

20 Payment of daily fees

- (1) The daily fees set out in Tables 2A and 4A are payable in accordance with this Part.

Note 1: If a person undertakes activities for which the person receives an annual fee under this instrument, the person is not entitled to a daily fee for those activities.

Note 2: If a person undertakes activities for which the person does not receive an annual fee under this instrument, the person is entitled to only one daily fee under this instrument for those activities.

Certification of time

- (2) For an office holder other than the Chair, daily fees may only be paid after the Chair certifies the total time claimed by the office holder, including any official travel time.
- (3) However, if the Chair is absent from a meeting, the office holder's daily fees which relate to that meeting may only be paid after the nominated presiding officer for the meeting certifies the total time claimed by the office holder for the day or days to which those fees relate.
- (4) For the Chair, daily fees may only be paid after the total time claimed by the Chair is certified in accordance with the terms set out in the Chair's appointment

Part 4 Daily fees

Section 21

or under governance arrangements approved by the responsible portfolio minister or employing authority.

Maximum payment

- (5) The maximum payable for any one day is one daily fee.

Minimum claim

- (6) Unless the employing authority determines otherwise, the minimum amount that may be claimed for payment at any one time is one daily fee.

21 Calculation of daily fees

Meeting days

- (1) The amount of a daily fee paid to an office holder for a meeting day is:
- (a) if the office holder's qualifying meeting day time is less than 2 hours—40% of the daily fee; or
 - (b) if the office holder's qualifying meeting day time is at least 2 hours and less than 3 hours—60% of the daily fee; or
 - (c) otherwise—100% of the daily fee.
- (2) For the purposes of subsection (1), **qualifying meeting day time** is time that an office holder spends on a meeting day:
- (a) attending a formal meeting; or
 - (b) on authority business; or
 - (c) on official travel time.

Non-meeting days

- (3) The amount of a daily fee paid to an office holder for a non-meeting day is 20% of the daily fee set out in Table 4A for each hour, to a maximum of 5 hours per day, that the office holder spends:
- (a) on authority business; or
 - (b) on official travel time.

Note: Normal preparation time must not be taken into account in working out fees under this section (see paragraph (c) of the definition of **authority business** in section 8).

22 Daily fees

The following table (**Table 4A**) sets out, for each office or authority in column 1:

- (a) if column 1 specifies an office—the daily fee for the office holder; and
- (b) if column 1 specifies an authority—the daily fee for each of the following office holders in relation to the authority:
 - (i) the Chair;
 - (ii) a Deputy Chair;
 - (iii) a member other than the Chair or a Deputy Chair; and
- (c) the special provisions (if any) of this instrument that apply to the office holder or office holders; and

Section 22

- (d) the travel tier that applies to the office holder or office holders for the purposes of the official travel determination.

Note: Some offices or authorities specified in column 1 have office holders who receive annual fees under Part 3 or annual meeting fees under Part 5, who are not covered by this instrument because they hold office on a full-time basis, or who do not receive fees.

Table 4A—Daily fees

Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Inspector of the National Anti-Corruption Commission	\$3,120				1
Companies Auditors Disciplinary Board	\$1,603	\$1,443	\$1,283		1
Independent Reviewer appointed under the Food and Grocery Code of Conduct	\$1,603				1
Professional Services Review—Committees	\$1,603		\$1,444		1
Professional Services Review—Determining Authority	See Part 6		\$1,444	Table 4B, item 1	1
Financial Services and Credit Panel			\$1,283		1
Australian Medical Research Advisory Board			\$1,140		1
Inspector-General of Biosecurity	\$1,425			Table 4B, item 2	2
Inspector-General of Live Animal Exports	\$1,425			Table 4B, item 18	2
Specialist Medical Review Council—Convenor or Councillor	\$1,425		\$1,140	Table 4B, item 3	1
Administrative Review Council	\$1,247		\$999		1
Advisory Committee on the Environmental Management of Industrial Chemicals	\$1,247		\$938		2
Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS)	\$1,247		\$938		2

Part 4 Daily fees

Section 22

Table 4A—Daily fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Australian Organ and Tissue Donation and Transplantation Authority—Vigilance and Surveillance Expert Advisory Committee	\$1,247		\$938		1
Defence Honours and Awards Appeals Tribunal	\$1,247		\$938		2
Emissions Reduction Assurance Committee	\$1,247		\$938		2
Family Law Council	\$1,247		\$999		1
Gene Technology Ethics and Community Consultative Committee	\$1,247		\$938	Table 4B, item 4	1
Gene Technology Technical Advisory Committee	\$1,247		\$938	Table 4B, item 4	1
Innovation and Science Australia Committee—Non-Board Member	\$1,247		\$1,247		2
National Disability Insurance Agency—Advisory Council	\$1,247		\$938		2
National Mental Health Commission (Chair or Commissioner)	\$1,247		\$938		2
National Transport Commission	\$1,247		\$1,124		1
Repatriation Medical Authority	\$1,247		\$1,124	Table 4B, item 5	1
Scientific Advisory Group (Biosecurity)	\$1,247		\$1,124		2
Seafarers Safety, Rehabilitation and Compensation Authority	\$1,247	\$1,149			1
Specified professional committees (see Table 4C)	\$1,247		\$938		1
Tertiary Education Quality and Standards Agency—Chief Commissioner and Commissioners	\$1,247		\$938		2
Threatened Species Scientific Committee	\$1,247		\$832		1
Trans-Tasman IP Attorneys Board	\$1,247		\$938		2

Section 22

Table 4A—Daily fees					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Office or authority	Chair	Deputy Chair	Member	Special provisions	Travel tier
Trans-Tasman IP Attorneys Disciplinary Tribunal	\$1,247		\$938		2
Tuition Protection Service Advisory Board	\$1,247		\$624		2
Aged Care Quality and Safety Advisory Council	\$1,070		\$856		2
Ambassador for Women and Girls	\$1,070				2
Australia Council, Sector Strategy Panels (until 23 August 2023)	\$1,070		\$856		2
Australian Community Pharmacy Authority	\$1,070		\$856		2
Australian Organ and Tissue Donation and Transplantation Authority Advisory Board	\$1,070	\$856	\$856		2
Commission for International Agricultural Research	\$1,070		\$802		2
Creative Australia Sector Strategy Panels	\$1,070		\$856		2
Disability Standards Review Panel	\$1,070		\$535		2
Fisheries Research and Development Corporation Selection Committees	\$1,070				1
Fuel Standards Consultative Committee	\$1,070		\$714		2
Indigenous Advisory Committee established by the <i>Environment Protection and Biodiversity Conservation Act 1999</i>	\$1,070		\$714		2
Land Sector Carbon and Biodiversity Board	\$1,070		\$964		2
Ministerial Council on Asylum Seekers and Detention	\$1,070		\$964		2
National Blood Authority	\$1,070		\$802		1
National Data Advisory Council	\$1,070		\$856		2

Part 4 Daily fees

Section 22

Table 4A—Daily fees					
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Office or authority	Chair	Deputy Chair	Member	Special provisions	Travel tier
National Vocational Education and Training Regulator Advisory Council	\$1,070		\$856		2
National Soils Advocate	\$1,070			Table 4B, item 19	2
Regional Telecommunications Independent Review Committee	\$1,070		\$856		2
Selection Committees for Research and Development Corporations	\$1,070			Table 4B, item 6	1
Special Envoy for Human Rights	\$1,070				2
Sport Integrity Australia Advisory Council	\$1,070		\$856		2
Wine Australia Selection Committee	\$1,070				2
Veterans' Review Board (Senior Member or Member)	\$1,016		\$870		2
Australian Strategic Policy Institute	\$952		\$762		2
Future Drought Fund Consultative Committee	\$952		\$856		2
Geographical Indications Committee	\$952		\$856		2
Prime Ministerial Advisory Council on Veterans' Mental Health	\$952		No Fee		2
ABC Advisory Council	\$832		\$749		2
Coal Mining Industry (Long Service Leave Funding) Corporation	\$832	\$624	\$624		2
Committees of Research and Development Corporations	\$832		\$749	Table 4B, item 7	2
Editorial Advisory Board	\$832			Table 4B, item 8	2
Higher Education Standards Panel	\$832		\$749		2
Management Advisory Committees, Australian Fisheries Management Authority	\$832		\$624		2

Section 22

Table 4A—Daily fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
National Archives of Australia Advisory Council	\$832		\$749		2
National Customs Brokers Licensing Advisory Committee	\$832		\$749		2
Religious Advisory Committee to the Services	\$832		\$832		2
Statutory Fishing Rights Allocation Review Panel	\$832		\$749		2
APS Reconsideration Committee	\$715		\$644		2
Booderee Board of Management	\$715		\$537		2
CSIRO Advisory Committees	\$715		\$537		2
Defence Force Case Assessment Panel	\$715		\$644		2
Kakadu Board of Management	\$715		\$537		2
Land Sector Carbon and Biodiversity Board—Committees	\$715		\$537		2
Military Superannuation and Benefits Scheme Reconsideration Committee	\$715		\$644		2
National Health and Medical Research Council—Commissioner of Complaints	\$715				2
Uluru-Kata Tjuta Board of Management	\$715		\$537		2
Defence Families of Australia—Defence Family Advocate	\$595				3
Defence Families of Australia—National Communications Officer			\$449		3
Defence Families of Australia—National Delegates			\$449		3
Defence Families of Australia—National Policy Officer			\$449		3

Part 4 Daily fees

Section 22

Table 4A—Daily fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Ministerial Advisory Committee on Blood Borne Viruses and Sexually Transmissible Infections	\$595		\$449	Table 4B, item 9	2
Examiner, Australian Criminal Intelligence Commission			\$1,603	Table 4B, item 10	1
Australian Energy Regulator			\$1,367		1
Registration and Disciplinary Committees (Bankruptcy Practitioners)			\$1,283		1
Registration and Disciplinary Committees (Corporate Insolvency Practitioners)			\$1,283		1
Australian Communications and Media Authority—Associate Member			\$1,187		1
Australian Competition and Consumer Commission—Associate Member			\$1,187	Table 4B, item 11	1
Australian Curriculum Assessment and Reporting Authority	Annual fee	Annual fee	\$1,187		2
Australian Institute for Teaching and School Leadership Ltd	Annual fee	Annual fee	\$1,187		2
Fair Work Commission Expert Panel Member			\$1,187	Table 4B, item 12	1
National Science and Technology Council			\$1,187		1
Tax Practitioners Board—Member			\$1,187		2
Auditing and Assurance Standards Board			\$1,140		1
Australian Accounting Standards Board			\$1,140		1
Financial Reporting Council	Annual fee		\$1,140		1
Classification Review Board	Annual fee	\$1,042	\$1,010	Table 4B, item 13	2
Defence Force Advocate			\$1,010	Table 4B, items 14 and 15	1

Section 22

Table 4A—Daily fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Defence Force Remuneration Tribunal			\$1,010		1
Pharmaceutical Benefits Remuneration Tribunal			\$1,010		1
Productivity Commission Associate Commissioner			\$1,010		1
Australian Sports Drug Medical Advisory Committee—Review Members			\$938		2
Australian Technical Advisory Group on Immunisation	Annual meeting fee		\$938		1
Climate Change Authority Associate Member			\$938		2
Australian Digital Health Agency—Standing Advisory Committees	Annual fee		\$891		2
Australian National Maritime Museum—Committee (non-Board member)			\$891		2
Tax Practitioners Board—Committee Member	Annual fee		\$891		2
National School Resourcing Board	Annual fee	Annual fee	\$856		2
Prime Minister’s Indigenous Advisory Council	Annual fee		\$856		2
Referendum Council	Annual fee		\$856		2
Australian Institute of Health and Welfare, Ethics Committee	Annual fee		\$856		2
National Rural Advisory Council—Specialist Committees			\$773		2
Asbestos Safety and Eradication Council	Annual fee		\$715		2
Torres Strait Regional Authority		\$724	\$537	Table 4B, item 16	2
Torres Strait Regional Authority Member Advisory Committees			\$537		2

Part 4 Daily fees

Section 23

Table 4A—Daily fees					
Column 1 Office or authority	Column 2 Chair	Column 3 Deputy Chair	Column 4 Member	Column 5 Special provisions	Column 6 Travel tier
Australian Bravery Decorations Council	No fee		No fee		1
Council for the Order of Australia	No fee		No fee		1
Military Rehabilitation and Compensation Commission	No fee		No fee	Table 4B, item 17	2
National Emergency Medal Committee	No fee		No fee		1

23 Special provisions for certain offices

The provisions in column 2 of the following table (*Table 4B*) apply for the purposes of paragraph 22(c).

Table 4B—Special provisions for certain offices		
Item	Column 1 Office	Column 2 Special provision
1	Professional Services Review—Determining Authority	The following are to be paid in accordance with Part 6 instead of this Part: (a) the Chair; (b) the non-practitioner member mentioned in paragraph 106ZPA(1)(b) of the <i>Health Insurance Act 1973</i> ; (c) the member appointed, as mentioned in paragraph 106ZPA(1)(c) of that Act, as a medical practitioner (within the meaning of that Act). To avoid doubt, this does not include a member who is a medical practitioner but whose appointment relates to another kind of practitioner (within the meaning of Part VAA of that Act).
2	Inspector-General of Biosecurity	The daily fee is capped at 175 days per year.
3	Specialist Medical Review Council	In addition to the relevant daily fee, the Convenor is to receive a retainer of \$31,540 per year. A councillor who is appointed as a presiding councillor under subsection 196ZK(3) of the <i>Veterans' Entitlements Act 1986</i> is to receive a retainer of \$21,280 per year in addition to the relevant daily fee.
4	Gene Technology Committees	An Expert Advisor appointed to either the Gene Technology Technical Advisory Committee or the Gene Technology Ethics and Community Consultative Committee is to receive \$938 per day and is entitled to Tier 1 Travel.

Section 23

Table 4B—Special provisions for certain offices

Item	Column 1 Office	Column 2 Special provision
5	Repatriation Medical Authority	In addition to the relevant daily fee, retainers of \$62,970 per year for the Chair and \$41,990 per year for Members are payable.
6	Selection Committees for Research and Development Corporations	This entry refers to Selection Committees established under Part 4 of the <i>Primary Industries Research and Development Act 1989</i> .
7	Committees of Research and Development Corporations	This entry refers to committees established under Part 2 of the <i>Primary Industries Research and Development Act 1989</i> .
8	Editorial Advisory Board	Subject to a minimum payment of \$3,659 per year.
9	Ministerial Advisory Committee on Blood Borne Viruses and Sexually Transmissible Infections (MACBBVSTI)	Members appointed as organisational representatives, such as Federal Parliamentarians and State or Territory officials, do not receive the travel allowance determined for MACBBVSTI Members if they have an entitlement to travel allowance from a different source.
10	Examiner, Australian Criminal Intelligence Commission	The maximum amount an Examiner who is paid by way of daily fees can be paid in one year is \$264,310.
11	Australian Competition and Consumer Commission—Associate Member (Agriculture)	The office holder is to receive an annual fee of \$285,350 while working the equivalent of 3 days per week, in accordance with Part 3, instead of the amount in column 4 of Table 4A.
12	Fair Work Commission—Expert Panel Member	Fees for all official business are to be calculated in accordance with subsection 21(3). Subsection 21(1) does not apply.
13	Classification Review Board	When the Deputy Convenor acts as Convenor, the Deputy Convenor is entitled to the remuneration and other conditions determined for the Convenor.
14	Defence Force Advocate	The daily fee specified in Table 4A is payable when the Advocate undertakes tasks that do not require the advocacy and legal advice skills of a Senior Counsel. Fees payable for advocacy and legal advice that the Department certifies as within the Advocate's functions under section 58T of the <i>Defence Act 1903</i> , and requiring the skills of a Senior Counsel or a King's Counsel, is to be at the rate of \$3,500 per day.
15	Defence Force Advocate	Section 21 does not apply. Daily fees (including daily fees affected by item 14 of this table) are to be calculated pro rata on the basis of a 6-hour working day.
16	Torres Strait Regional Authority	Section 21 does not apply. Office holders are to be paid in accordance with the following conditions: (a) for formal meetings or authority business aggregating 6 hours or more on any one day—100% of the daily fee;

Part 4 Daily fees

Section 24

Table 4B—Special provisions for certain offices

Item	Column 1 Office	Column 2 Special provision
		(b) for formal meetings or authority business aggregating 3 hours or more but less than 6 hours on any one day—60% of the daily fee; (c) for formal meetings or authority business aggregating less than 3 hours on any one day—40% of the daily fee. When working out an aggregate mentioned in paragraph (a), (b) or (c) for a day that falls within the 12-month period beginning on 2 March 2023, official travel that occurs on that day is to be included in the aggregate (even if no formal meetings or authority business take place on that day).
17	Military Rehabilitation and Compensation Commission	Where a member has an entitlement to Tier 1 travel by virtue of a full-time appointment, that entitlement also applies to this office.
18	Inspector-General of Live Animal Exports	The daily fee is capped at 120 days per year.
19	National Soils Advocate	The daily fee is capped at 100 days per year.

24 Specified professional committees

The following table (*Table 4C*) sets out the *specified professional committees*.

Table 4C—Specified professional committees

Item	Professional committee
1	Advisory Committee on Biologicals
2	Advisory Committee on Chemicals Scheduling
3	Advisory Committee on Complementary Medicines
4	Advisory Committee on Medical Devices
5	Advisory Committee on Medicines
6	Advisory Committee on Medicines Scheduling
7	Advisory Committee on Vaccines
8	Australian Commission on Safety and Quality in Health Care—Expert Committees
9	Independent Hospital Pricing Authority Clinical Advisory Committee
10	Medicare Participation Review Committees
11	National Pathology Accreditation Advisory Council
12	Pharmaceutical Services Federal Committee of Inquiry

Part 5—Annual meeting fees and additional daily fees

25 Simplified outline of this Part

This Part applies to office holders who receive an annual meeting fee and additional daily fee. The annual meeting fee compensates for formal meetings of the authority with the additional daily fee payable for authority business unrelated to the formal meetings.

This Part sets out the conditions that must be met for payment of both the annual meeting fee and the additional daily fee, including certification of hours and minimum claim and maximum payment arrangements. Table 5A identifies the following:

- the individual public offices remunerated by annual meeting and additional daily fees;
- the fees payable to Chairs and Members (where applicable);
- any additional provisions or conditions that apply to the office, including any caps that apply to the additional daily fee;
- the travel tier for the office.

26 Application of this Part

This Part applies to office holders whose annual meeting fees and additional daily fees are set out in Table 5A.

27 Payment of annual meeting fees

- (1) The annual meeting fees set out in Table 5A are payable on a periodic basis throughout each year. Part years are paid on a proportionate basis. The annual meeting fee covers the following:
 - (a) attendance at all formal meetings of the authority (regardless of their duration);
 - (b) any preparation time for the formal meetings;
 - (c) any official travel time associated with the formal meetings.

Reduction for lengthy absence

- (2) The annual meeting fee is proportionally reduced where an office holder is unavailable to attend meetings of the authority for a period of more than 3 months, except to the extent that a reduction would be inconsistent with the terms of the office holder's appointment.

Part 5 Annual meeting fees and additional daily fees**Section 28****28 Payment of additional daily fees**

- (1) The additional daily fees set out in Table 5A are payable for time spent on authority business in accordance with this Part and as calculated under section 30.

Note 1: If a person undertakes activities for which the person receives an annual fee under this instrument, the person is not entitled to a daily fee for those activities.

Note 2: If a person undertakes activities for which the person does not receive an annual fee under this instrument, the person is entitled to only one daily fee under this instrument for those activities.

Certification of time

- (2) For an office holder other than the Chair, additional daily fees may only be paid after the Chair certifies the total time claimed by the office holder, including any official travel time that is not associated with a formal meeting.
- (3) For the Chair, additional daily fees may only be paid after the total time claimed by the Chair is certified in accordance with the terms set out in the Chair's appointment or under governance arrangements approved by the responsible portfolio minister or employing authority.

Maximum payment

- (4) The maximum payable for any one day is one additional daily fee.

Minimum claim

- (5) Unless the employing authority determines otherwise, the minimum amount that may be claimed for payment at any one time is one additional daily fee.

Annual cap

- (6) If Table 5A sets out a cap on additional daily fees for an office holder, additional daily fees are not payable to the office holder once their aggregate additional daily fee earnings during that financial year reach the cap.

29 Authority business—exclusion

For the purposes of this Part, time spent on the following is not to be treated as time spent on authority business:

- (a) all preparation for a formal meeting, even where it is considered excessive to normal preparation time;
- (b) any official travel time associated with a formal meeting regardless of when the travel occurs.

30 Calculation of additional daily fees

- (1) The amount of an additional daily fee paid to an office holder for a day is 20% of the additional daily fee set out in Table 5A for each hour, to a maximum of 5 hours per day, that the office holder spends:
- (a) on authority business; or

Section 31

- (b) on official travel time that is not associated with a formal meeting.
- (2) For the purposes of subsection (1), disregard any period of time of less than one hour that the office holder spends as mentioned in paragraph (1)(a) or (b).

31 Annual meeting fees and additional daily fees

The following table (**Table 5A**) sets out, for each office holder in column 1:

- (a) the annual meeting fee for the office holder; and
- (b) the additional daily fee for the office holder; and
- (c) the annual cap on additional daily fees for the office holder (if applicable); and
- (d) the special provisions (if any) of this instrument that apply to the office holder; and
- (e) the travel tier that applies to the office holder for the purposes of the official travel determination.

Table 5A—Annual meeting fees and additional daily fees

Column 1 Office holder	Column 2 Annual meeting fee	Column 3 Additional daily fee	Column 4 Annual cap on additional daily fees	Column 5 Special provisions	Column 6 Travel tier
Independent Expert Scientific Committee on Coal Seam Gas and Large Coal Mining Development—Chair	\$91,830	\$1,247	\$24,920		1
Independent Expert Scientific Committee on Coal Seam Gas and Large Coal Mining Development—Member	\$61,240	\$938	\$18,700		1
Australian Technical Advisory Group on Immunisation—Chair	\$74,050	\$938		Table 5B, item 1	1
National Competition Council—President	\$38,530	\$1,247		Table 5B, item 2	1
National Competition Council—other councillor	\$19,270	\$938		Table 5B, item 2	1

32 Special provisions for certain offices

The provisions in column 2 of the following table (**Table 5B**) apply for the purposes of paragraph 31(d).

Part 5 Annual meeting fees and additional daily fees

Section 32

Table 5B—Special provisions for certain offices

Item	Column 1 Description	Column 2 Special provision
1	Australian Technical Advisory Group on Immunisation	A Co-Chair in any Co-Chair arrangement for the Group is to receive: (a) an annual meeting fee of \$37,030; and (b) an additional daily fee of \$938.
2	National Competition Council	The annual fee applies to all Council work including governance, meeting preparation and consideration of applications at and prior to scheduled meetings. The additional daily fee applies only to consideration of applications that are not able to be covered in the scheduled meetings due to statutory timeframes.

Part 6—Base fees and meeting fees

33 Simplified outline of this Part

This Part applies to office holders who receive a combination of a base (annual) fee and a (daily) meeting fee. The base fee compensates for a wide range of work undertaken by the office holder as set out in this Part. The meeting fee component applies only to full day formal meetings of the authority and is payable in accordance with the provisions set out in this Part. Table 6A identifies the following:

- the individual public offices remunerated by base fees and meeting fees;
- the fees payable to Chairs and Members (where applicable);
- any additional provisions or conditions that apply to the office;
- the travel tier for the office.

34 Application of this Part

This Part applies to office holders whose base fees and meeting fees are set out in Table 6A.

35 Payment of base fees

- (1) The base fees set out in Table 6A are annual fees payable on a periodic basis throughout each year. Part years are paid on a proportionate basis. The base fee covers all activities undertaken by an office holder in performing the duties of their office, including the following:
 - (a) part day meetings (involving less than 5 hours including official travel time);
 - (b) preparation for a formal meeting;
 - (c) sub-committee work;
 - (d) formal dinners;
 - (e) teleconferences;
 - (f) representational activities;
 - (g) other authority business.

Reduction for lengthy absence

- (2) The base fee is proportionally reduced where an office holder is unavailable to attend meetings of the authority for a period of more than 3 months, except to the extent that a reduction would be inconsistent with the terms of the office holder's appointment.

Part 6 Base fees and meeting fees**Section 36****36 Payment of meeting fees**

- (1) The meeting fees set out in Table 6A are payable in accordance with this Part.
- (2) Meeting fees are payable only where the total time spent on a formal meeting of the authority, combined with official travel time associated with the meeting, is 5 hours or more on the same day. Part days do not accrue.

Certification of time

- (3) For an office holder other than the Chair, meeting fees may only be paid after the Chair certifies the total time claimed by the office holder, including any official travel time.
- (4) However, if the Chair is absent from a meeting, the office holder's meeting fees which relate to the meeting may only be paid after the nominated presiding officer for the meeting certifies the total time claimed by the office holder for the day or days to which those fees relate.
- (5) For the Chair, meeting fees may only be paid after the total time claimed by the Chair is certified in accordance with the terms set out in the Chair's appointment or under governance arrangements approved by the responsible portfolio minister or authority.

37 Base fees and meeting fees

The following table (**Table 6A**) sets out, for each office holder in column 1:

- (a) the base fee for the office holder; and
- (b) the meeting fee for the office holder; and
- (c) the special provisions (if any) of this instrument that apply to the office holder; and
- (d) the travel tier that applies to the office holder for the purposes of the official travel determination.

Table 6A—Base fees and meeting fees				
Column 1 Office	Column 2 Base fee	Column 3 Meeting fee	Column 4 Special provisions	Column 5 Travel tier
Australian Charities and Not-for-profits Commission Advisory Board—Chair	\$38,530	\$1,070		2
Australian Charities and Not-for-profits Commission Advisory Board—Member	\$15,420	\$715		2
Professional Services Review—Determining Authority—Chair	\$30,530	\$1,603		1
Professional Services Review—Determining Authority—Member	\$28,340	\$1,444	Table 6B, item 1	1
Australian Reinsurance Pool Corporation—Chair	\$29,660	\$1,247		1

Section 38

Table 6A—Base fees and meeting fees				
Column 1 Office	Column 2 Base fee	Column 3 Meeting fee	Column 4 Special provisions	Column 5 Travel tier
Australian Reinsurance Pool Corporation—Member	\$14,840	\$1,123		1
Takeovers Panel—Chair	\$29,660	\$1,247	Table 6B, item 2	1
Takeovers Panel—Member	\$5,940	\$1,247	Table 6B, item 2	1
Woomera Prohibited Area Advisory Board—Independent Chair	\$15,430	\$1,070		2

38 Special provisions for certain offices

The provisions in column 2 of the following table (**Table 6B**) apply for the purposes of paragraph 37(c).

Table 6B—Special provisions for certain offices		
Item	Column 1 Description	Column 2 Special provision
1	Professional Services Review—Determining Authority—Member	The fees set out in Table 6A apply only to the following: (a) the non-practitioner member mentioned in paragraph 106ZPA(1)(b) of the <i>Health Insurance Act 1973</i>; (b) the member appointed, as mentioned in paragraph 106ZPA(1)(c) of that Act, as a medical practitioner (within the meaning of that Act). To avoid doubt, this does not include a member who is a medical practitioner but whose appointment relates to another kind of practitioner (within the meaning of Part VAA of that Act). Other members are to be paid in accordance with Part 4.
2	Takeovers Panel	Meeting fees are payable for sitting days of takeover proceedings and for Panel days where the duration of the proceedings is of a minimum of 3 hours. Payment of fees is subject to a maximum of one meeting fee for any one day. For periods of work of less than 3 hours, a fee is payable as follows: (a) less than 2 hours—40% of a meeting fee; (b) 2 hours to less than 3 hours—60% of a meeting fee.

Part 7 Aboriginal Land Councils fees

Section 39

Part 7—Aboriginal Land Councils fees**39 Simplified outline of this Part**

This Part applies to office holders of the Aboriginal Land Councils. Councillors may receive a daily fee. This Part sets out the conditions that must be met for payment of fees, including certification of hours and minimum claim and maximum payment arrangements. Table 7B sets out:

- the individual office holders who receive daily fees; and
- the fees payable to Chairs, Deputy Chairs (where applicable), Councillors and Committee Members who receive daily fees.

40 Application of this Part

This Part applies to office holders whose daily fees are set out in Table 7B.

41 Payment of daily fees

- (1) The daily fees set out in Table 7B are payable in accordance with this Part.

Note 1: If a person undertakes activities for which the person receives an annual fee under this instrument, the person is not entitled to a daily fee for those activities.

Note 2: If a person undertakes activities for which the person does not receive an annual fee under this instrument, the person is entitled to only one daily fee under this instrument for those activities.

Certification of time

- (2) For an office holder other than the Chair, daily fees may only be paid after the Chair certifies the total time claimed by the office holder, including any official travel time.
- (3) However, if the Chair is absent from a meeting, the office holder's daily fees which relate to that meeting may only be paid after the nominated presiding officer for the meeting certifies the total time claimed by the office holder for the day or days to which those fees relate.
- (4) For the Chair, daily fees may only be paid after the total time claimed by the Chair is certified in accordance with the terms set out in the Chair's appointment or under governance arrangements approved by the responsible portfolio minister or employing authority.

Maximum payment

- (5) The maximum payable for any one day is one daily fee.

Section 42

Minimum claim

- (6) Unless the employing authority determines otherwise, the minimum amount that may be claimed for payment at any one time is one daily fee.

42 Calculation of daily fees*Meeting days*

- (1) The amount of a daily fee paid to an office holder for a meeting day is:
- (a) if the office holder's qualifying meeting day time is less than 2 hours—40% of the daily fee; or
 - (b) if the office holder's qualifying meeting day time is at least 2 hours and less than 3 hours—60% of the daily fee; or
 - (c) otherwise—100% of the daily fee.
- (2) For the purposes of subsection (1), **qualifying meeting day time** is time that an office holder spends on a meeting day:
- (a) attending a formal meeting; or
 - (b) on authority business; or
 - (c) on official travel time.

Non-meeting days

- (3) The amount of a daily fee paid to an office holder for a non-meeting day is 20% of the daily fee set out in Table 7B for each hour, to a maximum of 5 hours per day, that the office holder spends:
- (a) on authority business; or
 - (b) on official travel time.

Note: Normal preparation time must not be taken into account in working out fees under this section (see paragraph (c) of the definition of **authority business** in section 8).

43 Travel tier

For the purposes of the official travel determination, travel tier 2 applies to an office holder.

44 Daily fees

The following table (**Table 7B**) sets out, for each office holder in column 1, the daily fee for the office holder when the office holder is engaged in the activity in column 2.

Table 7B—Daily fees for holders of public offices in Aboriginal Land Councils		
Column 1	Column 2	Column 3
Office	Activity	Daily fee
Northern Land Council—Chair	If engaged part-time on the functions and duties of the office	\$832
Northern Land Council—Member	If engaged on general Council business	\$358

Part 7 Aboriginal Land Councils fees

Section 44

Table 7B—Daily fees for holders of public offices in Aboriginal Land Councils		
Column 1	Column 2	Column 3
Office	Activity	Daily fee
Northern Land Council—Member	If engaged on business of the executive	\$541
Central Land Council—Chair	If engaged part-time on the functions and duties of the office	\$832
Central Land Council—Member	If engaged on general Council business	\$358
Central Land Council—Member	If engaged on business of the executive	\$541
Anindilyakwa Land Council—Chair	If engaged part-time on the functions and duties of the office	\$715
Anindilyakwa Land Council—Member	If engaged part-time on the functions and duties of the office	\$358
Tiwi Land Council—Deputy Chair	If engaged part-time on the functions and duties of the office	\$358
Tiwi Land Council—Member	If engaged part-time on the functions and duties of the office	\$358
Tiwi Land Council Management Committee—Deputy Chair	If engaged on business of the Management Committee	\$541
Tiwi Land Council Management Committee—Member	If engaged on business of the Management Committee	\$541

Schedule 1—Repeals

Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination (No. 1) 2023

1 The whole of the instrument

Repeal the instrument.



Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination 2024

made under subsections 7(3) and (4) of the

Remuneration Tribunal Act 1973

Compilation No. 1

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under the *Freedom of Information Act 1982*

About this compilation

This compilation

This is a compilation of the *Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination 2024* that shows the text of the law as amended and in force on 25 August 2024 (the **compilation date**).

The notes at the end of this compilation (the **endnotes**) include information about amending laws and the amendment history of provisions of the compiled law.

Uncommenced amendments

The effect of uncommenced amendments is not shown in the text of the compiled law. Any uncommenced amendments affecting the law are accessible on the Register (www.legislation.gov.au). The details of amendments made up to, but not commenced at, the compilation date are underlined in the endnotes. For more information on any uncommenced amendments, see the Register for the compiled law.

Application, saving and transitional provisions for provisions and amendments

If the operation of a provision or amendment of the compiled law is affected by an application, saving or transitional provision that is not included in this compilation, details are included in the endnotes.

Editorial changes

For more information about any editorial changes made in this compilation, see the endnotes.

Modifications

If the compiled law is modified by another law, the compiled law operates as modified but the modification does not amend the text of the law. Accordingly, this compilation does not show the text of the compiled law as modified. For more information on any modifications, see the Register for the compiled law.

Self-repealing provisions

If a provision of the compiled law has been repealed in accordance with a provision of the law, details are included in the endnotes.

Contents

Part 1—Preliminary	1
1 Name	1
2 Commencement.....	1
3 When this instrument takes effect	1
4 Authority	1
5 Determination supersedes previous determination	1
6 Schedules.....	1
7 Definitions.....	2
8 Meaning of <i>total remuneration</i>	3
9 Remuneration and benefits not to be supplemented.....	4
Part 2—Remuneration	5
10 Total remuneration	5
11 Special provisions for certain offices	11
12 Part-time work.....	13
13 Remuneration packaging.....	13
Part 3—Superannuation	14
14 Superannuation.....	14
15 Superannuation salary for the purposes of CSS, PSS, DFRDB and MSBS	15
Part 4—Vehicles and business support	17
16 Vehicles.....	17
17 Vehicle parking	17
18 Business support.....	17
Part 5—Travel and accommodation assistance	18
19 Accommodation assistance	18
20 Accommodation assistance—special provisions	19
21 Accommodation in official residence	19
22 Reunion travel assistance	20
Schedule 1—Repeals	21
<i>Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination (No. 2) 2023</i>	21
Endnotes	22
Endnote 1—About the endnotes	22
Endnote 2—Abbreviation key	23
Endnote 3—Legislation history	24
Endnote 4—Amendment history	25

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

Part 1—Preliminary

This instrument is the *Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination 2024*.

(1) Each provision of this instrument specified in column 1 of the table commences, or is taken to have commenced, in accordance with column 2 of the table. Any other statement in column 2 has effect according to its terms.

Note: This table relates only to the provisions of this instrument as originally made. It will not be amended to deal with any later amendments of this instrument.

- This instrument takes effect at the start of 1 July 2024.

This instrument is made under subsections 7(3) and (4) of the *Remuneration Tribunal Act 1973*.

This instrument supersedes the *Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination (No. 2) 2023*.

Each instrument that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

Part 1 Preliminary

Section 7

7 Definitions

In this instrument:

agency, of an office holder, means:

- (a) the agency to which the office holder is attached; or
- (b) if the office holder is not attached to an agency—the portfolio Department.

benefit means:

- (a) any non-monetary benefit provided at the employing authority's expense to or for the benefit of an office holder as a personal benefit, including:
 - (i) a vehicle (see section 16); and
 - (ii) vehicle parking (see section 17); and
- (b) any other benefit received by way of remuneration packaging (see section 13).

CSS (short for Commonwealth Superannuation Scheme) has the same meaning as in the *Superannuation Act 1976*.

DFRDB (short for Defence Force Retirement and Death Benefits) means the scheme established by the *Defence Force Retirement and Death Benefits Act 1973*.

employer superannuation contribution for an office holder means:

- (a) if the office holder is a member of the CSS, PSS, DFRDB or MSBS—the value attributed to the employer superannuation contribution under subsection 14(1), (2), (3) or (4); or
- (b) if the office holder is a member of the PSSAP—15.4% of ordinary time earnings (within the meaning of the *Superannuation Guarantee (Administration) Act 1992*) for the office holder; or
- (c) if the office holder is a member of another superannuation fund—the amount worked out under subsection 14(6).

Note 1: An office holder's employer superannuation contribution is part of the office holder's total remuneration (see section 8).

Note 2: Superannuation contributions made as a result of remuneration packaging do not form part of an office holder's employer superannuation contribution (see section 13).

employing authority, in relation to an office holder, means an entity exercising a power or performing a function in relation to the office holder's employment or remuneration.

fringe benefits tax means fringe benefits tax (within the meaning of the *Fringe Benefits Tax Assessment Act 1986* as it applies of its own force or because of the *Fringe Benefits Tax (Application to the Commonwealth) Act 1986*).

MSBS (short for Military Superannuation and Benefits Scheme) has the same meaning as **Scheme** has in the *Military Superannuation and Benefits Act 1991*.

office holder means a person who holds an office in column 1 of Table 2A.

Section 8

office locality, in relation to an office holder, means the geographic locality of the office holder's usual place of work on official business.

official business, in relation to an office holder, means business pertaining to or required by the duties of the office holder's office.

official travel determination means the *Remuneration Tribunal (Official Travel) Determination 2024* (or any determination that supersedes that determination).

PSS (short for Public Sector Superannuation Scheme) has the same meaning as **Public Sector Superannuation Scheme** has in the *Superannuation Act 1990*.

PSSAP (short for Public Sector Superannuation Accumulation Plan) has the same meaning as in the *Superannuation Act 2005*.

superannuation salary, for an office holder who is a member of the CSS, PSS, DFRDB or MSBS, is the amount worked out under section 15.

Table 2A means the table of total remuneration in section 10.

Table 2B means the table of special provisions for certain offices in section 11.

Table 3A means the table of superannuation salaries in subsection 15(1).

Table 3B means the table of superannuation salaries for specified office holders in subsection 15(2).

Table 5A means the table of accommodation assistance in subsection 19(6).

Table 5B means the table of reunion fares assistance in subsection 22(4).

total remuneration: see section 8.

8 Meaning of **total remuneration**

- (1) For the purposes of this instrument, the **total remuneration** of an office holder is the amount, per year, in column 2 of Table 2A.
- (2) The total remuneration of an office holder represents the value, calculated at the total cost to the employing authority of the office holder (including fringe benefits tax), of the following in relation to the office holder:
 - (a) salary, allowances and lump sum payments;
 - (b) benefits;
 - (c) the employer superannuation contribution.
- (3) However, the total remuneration of an office holder does not include the following:
 - (a) the value of facilities provided as business support that are not required to be included in total remuneration under section 18;
 - (b) assistance paid in accordance with Part 5;

Part 1 Preliminary**Section 9**

- (c) reimbursement of expenses incurred on geographic relocation following appointment as an office holder, in accordance with agency policies and practices where approved by the employing authority;
- (d) travel expenses and allowances under the official travel determination;
- (e) payment in lieu of recreation leave in accordance with the *Remuneration Tribunal (Recreation Leave for Holders of Relevant Offices) Determination 2018* (or any determination that supersedes that determination);
- (f) compensation for early loss of office in accordance with the *Remuneration Tribunal (Compensation for Loss of Office for Holders of Certain Public Offices) Determination 2018* (or any determination that supersedes that determination).

9 Remuneration and benefits not to be supplemented

The remuneration and benefits provided for in this instrument must not be supplemented.

Part 2—Remuneration

10 Total remuneration

The following table (**Table 2A**) sets out, for the holder of each office in column 1:

- (a) the total remuneration, per year, of the office holder; and
- (b) the special provisions of this instrument that apply to the office holder (if any); and
- (c) the travel tier that applies to the office holder for the purposes of the official travel determination.

Table 2A—Total remuneration			
Column 1 Office	Column 2 Total remuneration (per year)	Column 3 Special provisions	Column 4 Travel tier
Chair, Australian Prudential Regulation Authority	\$980,760		1
Australian Public Service Commissioner	\$910,270		1
Chairperson, Australian Competition and Consumer Commission	\$858,160	Table 2B, item 1	1
Chairperson, Australian Securities and Investments Commission	\$858,160		1
Director-General, Office of the Special Investigator	\$858,160		1
Solicitor-General	\$858,160	Table 2B, item 2	1
Chief Executive Officer, Services Australia	\$827,540		1
Australian Federal Police Commissioner	\$796,870		1
Director-General, Office of National Intelligence	\$796,870		1
Deputy Chair, Australian Prudential Regulation Authority	\$784,600		1
National Anti-Corruption Commissioner	\$784,600		1
Member, Australian Prudential Regulation Authority	\$735,580		1
Director-General of Security, Australian Security Intelligence Organisation	\$735,580		1
Director-General, Australian Signals Directorate	\$735,580		1
Director of Public Prosecutions	\$735,580		1
Australian Border Force Commissioner	\$711,050		1
Director-General, Australian Submarine Agency	\$711,050		1
Chief Executive Officer, National Disability Insurance Agency	\$711,050	Table 2B, item 11	1

Part 2 Remuneration

Section 10

Table 2A—Total remuneration			
Column 1	Column 2	Column 3	Column 4
Office	Total remuneration (per year)	Special provisions	Travel tier
Deputy Chairperson, Australian Securities and Investments Commission	\$686,550		1
Vice Chief of the Defence Force	\$674,280		1
Chair, Productivity Commission	\$674,280		1
Deputy Chairperson, Australian Competition and Consumer Commission	\$643,640	Table 2B, item 1	1
Chief of Navy	\$643,640		1
Chief of Army	\$643,640		1
Chief of Air Force	\$643,640		1
Vice President, Fair Work Commission	\$643,640		1
Chief Executive Officer, Austrade	\$612,980		1
Chair, Australian Communications and Media Authority	\$612,980		1
Member, Australian Competition and Consumer Commission	\$612,980	Table 2B, item 1	1
Chief Executive Officer, Australian Criminal Intelligence Commission	\$612,980		1
Chief Executive Officer, Australian Digital Health Agency	\$612,980		1
Australian Electoral Commissioner	\$612,980		1
Chair, Australian Energy Regulator	\$612,980		1
Member, Australian Securities and Investments Commission	\$612,980		1
Chair/Chief Executive Officer, Clean Energy Regulator	\$612,980		1
Chief Executive Officer, Digital Transformation Agency	\$612,980		1
National Anti-Corruption Deputy Commissioner	\$612,980		1
Chief Executive Officer, National Indigenous Australians Agency	\$612,980		1
First Parliamentary Counsel	\$612,980		1
Chief Executive Officer, National Health and Medical Research Council	\$582,340		1
Chief Executive, Australian Financial Security Authority	\$551,700		2
Chief Executive Officer, Australian Transaction Reports and Analysis Centre	\$551,700		2
Director, Bureau of Meteorology	\$551,700		2
Chief Scientist	\$551,700		1
Data Standards Chair	\$551,700		1
Chief Executive Officer, Housing Australia	\$551,700		2

Remuneration **Part 2**

Section 10

Table 2A—Total remuneration			
Column 1 Office	Column 2 Total remuneration (per year)	Column 3 Special provisions	Column 4 Travel tier
Chief Executive Officer, Independent Health and Aged Care Pricing Authority	\$551,700		1
Inspector of the National Anti-Corruption Commission	\$551,700		1
Aged Care Quality and Safety Commissioner	\$521,040		2
Examiner, Australian Criminal Intelligence Commission	\$521,040		1
Chief Executive Officer, Australian Renewable Energy Agency	\$521,040		2
Chief Executive Officer, Australian Research Council	\$521,040		1
Commonwealth Ombudsman	\$521,040		1
Deputy President, Fair Work Commission	\$521,040		1
Chief Executive Officer, High Speed Rail Authority	\$521,040	Table 2B, item 12	2
Information Commissioner	\$521,040		1
Inspector-General of Intelligence and Security	\$521,040		1
National Disability Insurance Scheme Quality and Safeguards Commissioner	\$521,040		2
Chair, Net Zero Economy Agency	\$521,040		1
Chief Commissioner, Infrastructure Australia	\$521,040		1
Independent National Security Legislation Monitor	\$512,880		1
Chief Executive Officer, Australian Commission on Safety and Quality in Health Care	\$490,410		1
Chief Executive Officer, Australian Curriculum, Assessment and Reporting Authority	\$490,410		2
President, Australian Human Rights Commission	\$490,410		1
Chief Commissioner, Australian Transport Safety Bureau	\$490,410		1
Chief Executive Officer, Cancer Australia	\$490,410		2
Fair Work Ombudsman	\$490,410		1
Inspector-General of Taxation	\$490,410		1
Jobs and Skills Australia Commissioner	\$490,410		2
Chief Executive, Murray-Darling Basin Authority	\$490,410		1
Coordinator-General, National Emergency Management Agency	\$490,410	Table 2B, item 4	1
Chief Executive Officer, National Offshore Petroleum Safety and Environmental Management Authority	\$490,410		2
Parliamentary Budget Officer	\$490,410		2
Deputy Chair, Productivity Commission	\$490,410		1
Second Parliamentary Counsel	\$490,410		2

Part 2 Remuneration

Section 10

Table 2A—Total remuneration

Column 1 Office	Column 2 Total remuneration (per year)	Column 3 Special provisions	Column 4 Travel tier
Chief Executive Officer, Sport Integrity Australia	\$490,410		2
Chair, Australian Accounting Standards Board	\$459,760		1
Deputy Chair, Australian Communications and Media Authority	\$459,760		1
Chief Executive Officer, Great Barrier Reef Marine Park Authority	\$459,760		2
Inspector-General Australian Defence Force	\$459,760		2
Inspector-General of Aged Care	\$459,760		2
Member, Australian Energy Regulator	\$459,760		1
Chief Executive Officer, Australian Fisheries Management Authority	\$459,760		1
Chief Executive Officer, Australian Skills Quality Authority	\$459,760		2
Chief Executive Officer, Comcare	\$459,760		2
eSafety Commissioner	\$459,760		2
General Manager, Fair Work Commission	\$459,760		1
Chief Executive Officer, National Anti-Corruption Commission	\$459,760		1
Chief Executive Officer, National Mental Health Commission	\$459,760		2
Chief Executive Officer, Parliamentary Workplace Support Service	\$459,760		2
Chair, Pharmaceutical Benefits Advisory Committee	\$459,760		1
Chief Executive Officer, Safe Work Australia	\$459,760		2
Chair, Auditing and Assurance Standards Board	\$429,100		1
Director, Australian Institute of Criminology	\$429,100		1
Director, Australian Institute of Family Studies	\$429,100		2
Chief Executive Officer, Australian Pesticides and Veterinary Medicines Authority	\$429,100		2
Chief Executive Officer, Australian Radiation Protection and Nuclear Safety Agency	\$429,100		1
Commissioner, Domestic, Family and Sexual Violence Commission	\$429,100		2
Director of Military Prosecutions	\$429,100		2
Director of National Parks	\$429,100		2
Associate Director of Public Prosecutions	\$429,100		1
Commissioner, Fair Work Commission	\$429,100		1

Remuneration **Part 2**

Section 10

Table 2A—Total remuneration

Column 1 Office	Column 2 Total remuneration (per year)	Column 3 Special provisions	Column 4 Travel tier
Freedom of Information Commissioner	\$429,100		2
Chief Executive Officer, Infrastructure Australia	\$429,100		1
Director-General, National Archives of Australia	\$429,100		2
General Manager, National Blood Authority	\$429,100		2
Chief Executive Officer, Northern Australia Infrastructure Facility	\$429,100	Table 2B, item 8	1
Privacy Commissioner	\$429,100		2
Commissioner, Productivity Commission	\$429,100		2
Director, Professional Services Review	\$429,100		1
Chief Executive Officer, Australian Centre for International Agriculture Research	\$398,450		2
Member, Australian Communications and Media Authority	\$398,450		1
Aboriginal and Torres Strait Islander Social Justice Commissioner	\$398,450		2
Age Discrimination Commissioner	\$398,450		2
Disability Discrimination Commissioner	\$398,450		2
Human Rights Commissioner	\$398,450		2
Illicit Tobacco and E-cigarette Commissioner	\$398,450		2
National Children's Commissioner	\$398,450		2
Race Discrimination Commissioner	\$398,450		2
Sex Discrimination Commissioner	\$398,450		2
Chief Executive Officer, Australian National Preventative Health Agency	\$398,450		2
Chief Executive Officer, Australian Organ and Tissue Donation and Transplantation Authority	\$398,450		2
Chief Executive Officer, Australian Radioactive Waste Agency	\$398,450	Table 2B, item 9	1
Australian Small Business and Family Enterprise Ombudsman	\$398,450		2
Chief Executive Officer, Climate Change Authority	\$398,450		2
Chair, Emissions Reduction Assurance Committee	\$398,450		2
Chief Executive Officer, Independent Parliamentary Expenses Authority	\$398,450		2
Inspector-General of Water Compliance	\$398,450		2
Chief Executive, National Capital Authority	\$398,450		2
Administrator of the National Health Funding Pool	\$398,450		2

Part 2 Remuneration

Section 10

Table 2A—Total remuneration

Column 1 Office	Column 2 Total remuneration (per year)	Column 3 Special provisions	Column 4 Travel tier
Chief Executive Officer, National Transport Commission	\$398,450		1
Official Secretary to the Governor-General	\$398,450		2
Director, Old Parliament House	\$398,450		2
Deputy President, Repatriation Commission	\$398,450		1
Chief Executive Officer, Tertiary Education Quality and Standards Agency	\$398,450		2
Principal Member, Veterans' Review Board	\$398,450		1
Chief Executive Officer, Aboriginal Hostels Limited	\$367,810		2
Administrator of the Northern Territory	\$367,810		1
Commissioner, Australian Charities and Not-for-profits Commission	\$367,810		2
Deputy Electoral Commissioner	\$367,810		2
Deputy Commonwealth Ombudsman	\$367,810		2
Chief Executive Officer, Food Standards Australia New Zealand	\$367,810		1
Gene Technology Regulator	\$367,810		2
Executive Director, Australian Industrial Chemicals Introduction Scheme	\$367,810		2
National Rural Health Commissioner	\$367,810		2
Registrar of Aboriginal and Torres Strait Islander Corporations	\$337,160		2
Administrator, Christmas and Cocos (Keeling) Islands	\$337,160	Table 2B, item 5	2
Administrator, Norfolk Island	\$337,160		2
Chief Executive Officer, Asbestos and Silica Safety and Eradication Agency	\$337,160		2
Director General, Australian Safeguards and Non-Proliferation Office	\$337,160		2
Jobs and Skills Australia Deputy Commissioner	\$337,160		2
National Data Commissioner	\$337,160	Table 2B, item 10	2
Chief Executive Officer, National Health Funding Body	\$337,160		2
Chief Executive Officer, National Sports Tribunal	\$337,160		2
Head, National Suicide Prevention Office	\$337,160		2
Deputy Chair, Pharmaceutical Benefits Advisory Committee	\$337,160		1
Associate Director, Professional Services Review	\$337,160		1

Remuneration **Part 2**

Section 11

Table 2A—Total remuneration

Column 1 Office	Column 2 Total remuneration (per year)	Column 3 Special provisions	Column 4 Travel tier
Commissioner, Repatriation Commission	\$337,160		2
Administrator, Torres Strait Regional Authority	\$337,160		2
Chairperson, Torres Strait Regional Authority	\$337,160		2
Australian Electoral Officer for New South Wales	\$306,510		2
Australian Electoral Officer for Victoria	\$306,510		2
Chief Executive Officer, Workplace Gender Equality Agency	\$306,510		2
Merit Protection Commissioner	\$306,510		2
Director, Office of Australian War Graves	\$306,510		2
Executive Director of Township Leasing	\$306,510		2
Chief Executive Officer, Torres Strait Regional Authority	\$285,790		2
Australian Electoral Officer for Queensland	\$275,870		2
Director, Classification Board	\$275,870	Table 2B, item 6	2
Associate Commissioner, Productivity Commission	\$275,870		2
Student Identifiers Registrar	\$275,870		2
Director, Tuition Protection Service	\$275,870		2
Senior Member, Veterans' Review Board	\$275,870		2
Australian Electoral Officer for Western Australia	\$245,220		2
Chair (full-time), Central Land Council	\$245,220		2
Chair (full-time), Northern Land Council	\$245,220		2
Australian Electoral Officer for South Australia	\$238,830		2
Australian Electoral Officer for Northern Territory	\$224,470		2
Australian Electoral Officer for Tasmania	\$219,310		2
Chair (full-time), Anindilyakwa Land Council	\$214,570		2
Deputy Director, Classification Board	\$214,570	Table 2B, item 6	2
Defence Family Advocate, Defence Families of Australia	\$184,230		3
Classifier, Classification Board	\$153,280	Table 2B, item 7	3
Chair, Tiwi Land Council	\$140,640		2

11 Special provisions for certain offices

The provisions in column 2 of the following table (**Table 2B**) apply to the holders of the offices in column 1.

Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination 2024

11

Part 2 Remuneration

Section 11

Table 2B—Special provisions for certain offices

Item	Column 1 Office	Column 2 Special provision
1	Chairperson, Deputy Chairperson and Member of the Australian Competition and Consumer Commission (ACCC)	Despite the official travel determination, the ACCC may put in place arrangements for Members' travel to Canberra that are more cost effective than the travel entitlements they are otherwise entitled to under this determination.
2	Solicitor-General	While Dr Stephen Donaghue KC does not establish his principal place of residence in Canberra, he will be paid an annualised amount of \$34,500 per year instead of the travel allowance provided for by Division 2 of Part 4 of the official travel determination that would otherwise be payable for travel to Canberra.
4	Coordinator-General, National Emergency Management Agency	Mr Brendan Moon will receive an additional fixed loading of \$60,000 per year for the initial term of his appointment, beginning on 6 October 2022 and ending on 5 October 2027.
5	Administrator, Christmas and Cocos (Keeling) Islands	Despite the official travel determination, the Administrator and any immediate family members normally resident with the Administrator on Christmas Island are entitled to 2 return economy class fares per year each between their home and work base.
6	Director, Classification Board and Deputy Director, Classification Board	On any occasion when the Deputy Director acts as Director, the Deputy Director is entitled to the remuneration and other conditions determined for the Director.
7	Temporary Classifier	If a person is appointed to the Classification Board as a Temporary Classifier, a daily fee of \$638 is payable to the person, in lieu of other provisions in this Part. The conditions for payment of the daily fee are as set out in Part 4 of the <i>Remuneration Tribunal (Remuneration and Allowances for Holders of Part-time Public Office) Determination 2024</i>. The following do not apply to the person: (a) Part 5 of this instrument; (b) the <i>Remuneration Tribunal (Recreation Leave for Holders of Relevant Offices) Determination 2018</i> (or any determination that supersedes that determination); (c) the <i>Remuneration Tribunal (Compensation for Loss of Office for Holders of Certain Public Offices) Determination 2018</i> (or any determination that supersedes that determination).
8	Chief Executive Officer, Northern Australia Infrastructure Facility	Total remuneration for this office is \$521,040 per year until 30 June 2026.

Section 12

Table 2B—Special provisions for certain offices

Item	Column 1 Office	Column 2 Special provision
9	Chief Executive Officer, Australian Radioactive Waste Agency	Total remuneration for Mr Sam Usher is \$547,490, for the initial term of his appointment.
10	National Data Commissioner	Total remuneration for Ms Gayle Milnes is \$344,360 per year, until 9 April 2027.
11	Chief Executive Officer, National Disability Insurance Agency	Ms Rebecca Falkingham will receive an additional fixed loading of \$71,510 for the period beginning on 8 June 2024 and ending on 17 October 2025.
12	Chief Executive Officer, High Speed Rail Authority	Mr Timothy Parker will receive a personal loading of \$25,000 per year from 14 January 2024.

12 Part-time work

- (1) If an office holder's employing authority has approved the office holder to perform the duties of the office on a part-time basis, the total remuneration for that office is to be paid on a pro rata basis in accordance with the proportion of full-time hours worked.
- (2) However, if the proposed hours are less than 60% of the full-time hours, prior agreement of the Tribunal is required for the level of remuneration.

13 Remuneration packaging

- (1) Subject to this Part, an office holder may elect to receive the benefit of the total remuneration, other than the employer superannuation contribution, as salary or a combination of salary and benefits if:
 - (a) the election is consistent with relevant taxation laws and rulings or guidelines applicable to salary packaging schemes issued by the Australian Taxation Office; and
 - (b) providing the benefit would not result in a cost to the employing authority (including any fringe benefits tax) that would not be incurred if the office holder received the remuneration in the form of salary.
- (2) To avoid doubt, a superannuation contribution made as a result of an election by an office holder under subsection (1) does not form part of the employer superannuation contribution for the office holder.

Part 3 Superannuation

Section 14

Part 3—Superannuation

14 Superannuation

Commonwealth Superannuation Scheme

- (1) For an office holder who is a member of the CSS:
 - (a) the office holder's annual rate of salary for the purposes of the CSS is the office holder's superannuation salary; and
 - (b) for the purposes of paragraph (a) of the definition of **employer superannuation contribution** in section 7, the value attributed to the employer superannuation contribution for the office holder is an amount equal to 15.4% of the office holder's superannuation salary.

Note: For the **superannuation salary** for an office holder who is a member of the CSS, see section 15.

Public Sector Superannuation Scheme

- (2) For an office holder who is a member of the PSS:
 - (a) the office holder's basic salary for the purposes of the PSS is the office holder's superannuation salary; and
 - (b) the amount of the office holder's recognised allowances for the purposes of the PSS is nil; and
 - (c) for the purposes of paragraph (a) of the definition of **employer superannuation contribution** in section 7, the value attributed to the employer superannuation contribution for the office holder is an amount equal to 15.4% of the office holder's superannuation salary.

Note: For the **superannuation salary** for an office holder who is a member of the PSS, see section 15.

Defence Force Retirement and Death Benefits

- (3) For an office holder who is a member of the DFRDB:
 - (a) the office holder's annual rate of salary for the purposes of the DFRDB is the office holder's superannuation salary; and
 - (b) for the purposes of paragraph (a) of the definition of **employer superannuation contribution** in section 7, the value attributed to the employer superannuation contribution for the office holder is an amount equal to 15.4% of the office holder's superannuation salary.

Note: For the **superannuation salary** for an office holder who is a member of the DFRDB, see section 15.

Military Superannuation and Benefits Scheme

- (4) For an office holder who is a member of the MSBS:

Section 15

- (a) the office holder's annual rate of salary for the purposes of the MSBS is the office holder's superannuation salary; and
- (b) for the purposes of paragraph (a) of the definition of **employer superannuation contribution** in section 7, the value attributed to the employer superannuation contribution for the office holder is an amount equal to 15.4% of the office holder's superannuation salary.

Note: For the **superannuation salary** for an office holder who is a member of the MSBS, see section 15.

Public Sector Superannuation Accumulation Plan

- (5) For an office holder who is a member of PSSAP, the office holder's superannuation salary for the purposes of the *Superannuation (PSSAP) Trust Deed* is the office holder's ordinary time earnings (within the meaning of the *Superannuation Guarantee (Administration) Act 1992*).

Other superannuation funds

- (6) For an office holder who is a member of any other superannuation fund, the employer superannuation contribution is the minimum contribution that would, under section 23 of the *Superannuation Guarantee (Administration) Act 1992*, reduce the charge percentage for that office holder to nil.

No cash in lieu

- (7) The value attributed to the employer superannuation contribution under this section is referable to a non-salary component of total remuneration and may not be the subject of an election to take an equivalent amount of salary instead.

15 Superannuation salary for the purposes of CSS, PSS, DFRDB and MSBS

- (1) Subject to subsection (2), the **superannuation salary** for an office holder who is a member of the CSS, PSS, DFRDB or MSBS is worked out in accordance with the following table (**Table 3A**).

Table 3A—Superannuation salary—general

Item	If the office holder's total remuneration is ...	the office holder's superannuation salary is ...
1	\$490,410 or more	70% of the office holder's total remuneration (rounded up to the nearest \$10).
2	less than \$490,410	73% of the office holder's total remuneration (rounded up to the nearest \$10).

- (2) If an office or an office holder is specified in column 1 of the following table (**Table 3B**), the amount in column 2 is the superannuation salary for a holder of that office, or for that office holder.

Part 3 Superannuation

Section 15

Table 3B—Superannuation salary for specified office holders

Item	Column 1 Office or office holder	Column 2 Superannuation salary
1	Mr Michael Burgess, Director-General of Security, Australian Security Intelligence Organisation	\$523,990
2	Dr Stein Helgeby, Parliamentary Budget Officer	\$427,320
3	Mr Iain Anderson, Commonwealth Ombudsman	\$418,430
4	Ms Cathryn Pope, Deputy President, Repatriation Commission (beginning on 6 August 2020, until 5 August 2025)	\$324,460
4A	Mr Gerard Martin, Official Secretary to the Governor-General	\$301,182
5	Mr Brad Archer, Chief Executive Officer, Climate Change Authority	\$297,610
6	Ms Melinda Hatton, Director, Tuition Protection Service	\$229,630
7	Deputy Director, Classification Board	\$184,540
8	Classifier, Classification Board	\$131,820

Part 4—Vehicles and business support

16 Vehicles

- (1) If an office holder:
 - (a) accepts an offer of a vehicle owned or leased by the office holder's agency for private use; or
 - (b) has access to a vehicle owned or leased by the office holder's agency for private use;
 the actual cost of the vehicle to the agency (including fringe benefits tax), less a reasonable amount (if any) reflecting business usage patterns, is taken to be a benefit.
- (2) For the purposes of subsection (1):
 - (a) if the annual business kilometres are less than 5,000—the business usage amount is to be based on the “cents per kilometre” method; or
 - (b) if the annual business kilometres are 5,000 or more:
 - (i) any business usage amount is to be assessed on log book records for at least a 12 week representative period; and
 - (ii) the percentage of business use to total kilometres travelled per year is to be applied to the total cost of the vehicle.

17 Vehicle parking

If an office holder accepts an offer of a car park at Commonwealth expense, the actual cost (including fringe benefits tax) of the car park to the agency is taken to be a benefit.

18 Business support

If an office holder is provided with communications, information technology or other office facilities necessary for the efficient conduct of the office holder's office, incidental private use of those facilities does not require the value of the facilities to be included in total remuneration.

Part 5 Travel and accommodation assistance

Section 19

Part 5—Travel and accommodation assistance

19 Accommodation assistance

- (1) An office holder in column 1 of Table 5A is eligible to be reimbursed for qualifying accommodation costs while the office holder:
 - (a) occupies the office in column 2; and
 - (b) has a principal place of residence in a locality (the *PPR locality*) other than the office locality.

Commercial accommodation

- (2) For the purposes of subsection (1), if the office holder is in commercial accommodation in the office locality, the following are *qualifying accommodation costs* up to the amount (per year) in column 3 of Table 5A:
 - (a) the costs of the commercial accommodation;
 - (b) settling-in costs (including one-off utility connection costs);
 - (c) if the commercial accommodation does not include cooking facilities—the cost of meals.

Private, non-commercial accommodation

- (3) For the purposes of subsection (1), if the office holder is in private, non-commercial accommodation (such as the home of a family member or friend) in the office locality, the costs of the private, non-commercial accommodation are *qualifying accommodation costs* up to one third of the amount (per year) in column 3 of Table 5A.

Exclusions

- (4) Assistance is not payable under this section while the office holder lives in premises owned by the office holder in the office locality.
- (5) An office holder is not eligible to access travel allowance entitlements under the official travel determination in the PPR locality or the office locality while the office holder remains eligible to receive assistance under this section.

Amounts of accommodation assistance

- (6) Amounts of accommodation assistance are set out in the following table (*Table 5A*).

Travel and accommodation assistance **Part 5**

Section 20

Table 5A—Accommodation assistance

Item	Column 1 Office holder	Column 2 Office	Column 3 Assistance (per year)
1	Professor Dorothy Keefe	Chief Executive Officer, Cancer Australia (until 2 July 2025)	\$40,000
2	Mr Graeme Barden	Executive Director, Australian Industrial Chemicals Introduction Scheme (until 30 June 2026)	\$40,000
3	The Hon Mary Wooldridge	Chief Executive Officer, Workplace Gender Equality Agency (until 18 May 2026)	\$20,000
4	Ms Lorraine Finlay	Human Rights Commissioner (until 21 November 2026)	\$40,000
5	Mr Giridharan Sivaraman	Race Discrimination Commissioner (until 3 March 2029)	\$40,000
6	Mr David Chalmers	Chief Executive Officer, Aboriginal Hostels Limited (until 9 March 2025)	\$34,500
7	The Hon Dr Christopher Jessup KC	Inspector-General of Intelligence and Security (until 7 February 2026)	\$34,500
8	Mr Hugh de Kretser	President, Australian Human Rights Commission (between 30 July 2024 and 31 January 2025)	\$20,000

20 Accommodation assistance—special provisions*Member of the Classification Board*

- (1) Subject to individual qualification for this allowance, to be decided by the employing authority in accordance with agency guidelines, a member of the Classification Board who has, or had, to relocate to Sydney to take up the appointment is to be paid an accommodation allowance of \$13,500 per year. This allowance does not represent salary for superannuation.

Defence chiefs

- (2) The employing authority may approve housing assistance in accordance with agency policy and practices for the Vice-Chief of the Defence Force, the Chief of Navy, the Chief of Army, the Chief of Air Force, and the Director of Military Prosecutions.

21 Accommodation in official residence

If an office requires the office holder to reside in an official residence, the office holder's total remuneration does not include the value of accommodation in the residence or the running costs of the residence.

Part 5 Travel and accommodation assistance

Section 22

22 Reunion travel assistance

- (1) An office holder in column 1 of Table 5B may receive travel costs of up to the amount (per year) in column 3 for travel back to the locality of the office holder's principal place of residence (the **PPR locality**) for the purpose of family reunion, while the office holder occupies the office in column 2.
- (2) If the office holder certifies that the workload and responsibilities of the office prevent the office holder from travelling to the PPR locality for reunion purposes, the costs of reunion travel by the office holder's partner, or a child or children of the office holder or of the office holder's partner, who resides at the office holder's principal place of residence, can be funded. Funding paid in accordance with this subsection counts towards the limit in subsection (1).
- (3) Travel by a person other than the office holder funded in accordance with subsection (2) must be at economy class, and only for direct travel between the PPR locality and the office locality.
- (4) Amounts of reunion travel assistance are set out in the following table (**Table 5B**).

Table 5B—Reunion travel assistance			
Item	Column 1 Office holder	Column 2 Office	Column 3 Assistance (per year)
1	Mr David Chalmers	Chief Executive Officer, Aboriginal Hostels Limited (until 9 March 2025)	\$24,400
2	Professor Dorothy Keefe	Chief Executive Officer, Cancer Australia (until 2 July 2025)	\$22,200
3	The Hon Dr Christopher Jessup KC	Inspector-General of Intelligence and Security (until 7 February 2026)	\$21,384
4	The Hon Mary Wooldridge	Chief Executive Officer, Workplace Gender Equality Agency (until 18 May 2026)	\$18,000
5	Ms Lorraine Finlay	Human Rights Commissioner (until 21 November 2026)	\$18,000
6	Mr Graeme Barden	Executive Director, Australian Industrial Chemicals Introduction Scheme (until 30 June 2026)	\$5,933
7	Mr Andrew McConville	Chief Executive, Murray-Darling Basin Authority (until 18 June 2026)	\$16,500
8	Mr Giridharan Sivaraman	Race Discrimination Commissioner (until 3 March 2029)	\$10,000
9	Mr Hugh de Kretser	President, Australian Human Rights Commission (between 30 July 2024 and 31 January 2025)	\$7,200

Schedule 1—Repeals

Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination (No. 2) 2023

1 The whole of the instrument

Repeal the instrument.

Endnotes

Endnote 1—About the endnotes

Endnotes

Endnote 1—About the endnotes

The endnotes provide information about this compilation and the compiled law.

The following endnotes are included in every compilation:

Endnote 1—About the endnotes

Endnote 2—Abbreviation key

Endnote 3—Legislation history

Endnote 4—Amendment history

Abbreviation key—Endnote 2

The abbreviation key sets out abbreviations that may be used in the endnotes.

Legislation history and amendment history—Endnotes 3 and 4

Amending laws are annotated in the legislation history and amendment history.

The legislation history in endnote 3 provides information about each law that has amended (or will amend) the compiled law. The information includes commencement details for amending laws and details of any application, saving or transitional provisions that are not included in this compilation.

The amendment history in endnote 4 provides information about amendments at the provision (generally section or equivalent) level. It also includes information about any provision of the compiled law that has been repealed in accordance with a provision of the law.

Editorial changes

The *Legislation Act 2003* authorises First Parliamentary Counsel to make editorial and presentational changes to a compiled law in preparing a compilation of the law for registration. The changes must not change the effect of the law. Editorial changes take effect from the compilation registration date.

If the compilation includes editorial changes, the endnotes include a brief outline of the changes in general terms. Full details of any changes can be obtained from the Office of Parliamentary Counsel.

Misdescribed amendments

A misdescribed amendment is an amendment that does not accurately describe how an amendment is to be made. If, despite the misdescription, the amendment can be given effect as intended, then the misdescribed amendment can be incorporated through an editorial change made under section 15V of the *Legislation Act 2003*.

If a misdescribed amendment cannot be given effect as intended, the amendment is not incorporated and “(md not incorp)” is added to the amendment history.

Endnotes

Endnote 2—Abbreviation key

Endnote 2—Abbreviation key

ad = added or inserted	o = order(s)
am = amended	Ord = Ordinance
amdt = amendment	orig = original
c = clause(s)	par = paragraph(s)/subparagraph(s) /sub-subparagraph(s)
C[x] = Compilation No. x	pres = present
Ch = Chapter(s)	prev = previous
def = definition(s)	(prev...) = previously
Dict = Dictionary	Pt = Part(s)
disallowed = disallowed by Parliament	r = regulation(s)/rule(s)
Div = Division(s)	reloc = relocated
ed = editorial change	renum = renumbered
exp = expires/expired or ceases/ceased to have effect	rep = repealed
F = Federal Register of Legislation	rs = repealed and substituted
gaz = gazette	s = section(s)/subsection(s)
LA = <i>Legislation Act 2003</i>	Sch = Schedule(s)
LIA = <i>Legislative Instruments Act 2003</i>	Sdiv = Subdivision(s)
(md) = misdescribed amendment can be given effect	SLI = Select Legislative Instrument
(md not incorp) = misdescribed amendment cannot be given effect	SR = Statutory Rules
mod = modified/modification	Sub-Ch = Sub-Chapter(s)
No. = Number(s)	SubPt = Subpart(s)
	<u>underlining</u> = whole or part not commenced or to be commenced

Endnotes

Endnote 3—Legislation history

Endnote 3—Legislation history

Name	Registration	Commencement	Application, saving and transitional provisions
Remuneration Tribunal (Remuneration and Allowances for Holders of Full-time Public Office) Determination 2024	28 June 2024 (F2024L00798)	1 July 2024 (s 2(1) item 1)	
Remuneration Tribunal Amendment Determination (No. 4) 2024	15 Aug 2024 (F2024L01001)	Sch 1 (items 4–9, 19): 25 Aug 2024 (s 2(1) item 1)	—

Endnotes

Endnote 4—Amendment history

Endnote 4—Amendment history

Provision affected	How affected
Part 1	
s 2.....	rep LA s 48D
s 6.....	rep LA s 48C
s 7.....	am F2024L01001
Part 2	
s 10.....	am F2024L01001
s 11.....	am F2024L01001
Part 3	
s 15.....	am F2024L01001
Part 5	
s 19.....	am F2024L01001
s 22.....	am F2024L01001
Schedule 1	
Schedule 1.....	rep LA s 48C

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