



# **Australian Government**

## **Memorandum of Understanding**

**Between the Attorney-General's Department and  
the Inspector of the National Anti-Corruption Commission**

**For Enabling Services**

## Parties

This Agreement is between:

1. The Attorney-General's Department (AGD), and
2. The Inspector of the National Anti-Corruption Commissioner (the Inspector).

These entities are referred to collectively as 'the Parties'.

## Commencement

This Agreement commences on 1 July 2023, not the date of signature.

## Term

This Agreement will continue to operate until agreed by both Parties that it is no longer required.

## Objective

This Agreement outlines the enabling services that will be provided to the Inspector by AGD, establishing a clear service level and parameters around support services to ensure effective performance of the Inspector's functions as outlined in the *National Anti-Corruption Commission Act 2022*.

## Context

- The National Anti-Corruption Commission (NACC) will commence on 1 July 2023.
- Consistent with the *National Anti-Corruption Commission Act 2022* (the Act), the Inspector is an independent officer of the Parliament that will provide oversight of the NACC, providing assurance that the NACC is operating fairly and effectively. The Inspector will also commence on 1 July 2023.
- The Inspector will be established as a secondary statutory authority within the AGD's portfolio, with AGD providing enabling services to the Inspector to support effective delivery of the Inspector's functions.
- The Australian Government has committed \$5.4 million, over four years from 2023-24, to support the performance of the Inspector's functions under the Act. This will provide:
  - Up to 4 ASL, employed by AGD and provided to the Inspector as support staff.
  - The remuneration and travel entitlements for the Inspector, which has been set by the Remuneration Tribunal as per the Act.
  - Other administrative elements to support the Inspector's legislative functions.

## Principles

In entering into this Agreement, the Parties acknowledge the following principle:

1. The Parties will work together in a practical, cooperative and transparent manner in order to support government policies and decisions.

## Definitions

<b>Agreement</b>	means this agreement, including any attachments, annexures, schedules or other documents expressly incorporated in this Memorandum of Understanding.
<b>Commonwealth</b>	means the Commonwealth of Australia.
<b>Contact Officer</b>	for the AGD means a person on a list maintained by the Agreement Business Manager. For the Inspector, means a person assisting the Inspector in the Office of the Inspector
<b>GST</b>	has the meaning given by the GST Law, and includes any additional tax, penalty tax, fine, interest or other charge.
<b>GST Law</b>	has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and any regulations made pursuant to that Act.
<b>Material</b>	includes, but is not limited to, documents, equipment, information, property and data stored by any means. Examples include Agreement Material.
<b>Notice</b>	means any advice of variation, dispute or termination of this Agreement.
<b>Party</b>	means a party to this Agreement.
<b>Services</b>	Means enabling services

## Interpretation

In this Agreement:

- (a) words importing a gender include any other gender;
- (b) words in the singular number include the plural and words in the plural number include the singular;
- (c) headings in this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (d) in the event of any conflict between the clauses of the Agreement and any part of schedules and attachments (if any) the clauses of the Agreement will take precedence;
- (e) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (g) any attachments form part of this Agreement; and
- (h) any reference to days is to business days, being any day, which is not Saturday, Sunday or a nationwide public holiday in Canberra.

## **Machinery of Government Changes**

In the event of a Machinery of Government change affecting either Party, the Parties will review the terms of the Agreement as soon as possible to determine the need for changes to, or termination of, the Agreement.

Both Parties undertake to make reasonable efforts to ensure continuity of the Services.

In the event of a Machinery of Government change affecting the Services, the Parties may terminate or extend the Services by agreement and with reasonable notice, considering the time required for complete disengagement if required. The Parties must make all reasonable efforts to avoid or minimise disruption to the operations of either Party

In the event of a Machinery of Government change affecting the Services, the Agreement will be reviewed and any amendments agreed following negotiation between the Parties.

## **Status**

This Agreement is a voluntary statement of the intention of the Parties at the time of signing this Agreement, and is not intended to create, and does not create, any legally binding obligations between the Parties, nor is this Agreement enforceable in any court or tribunal. However, both Parties will act and cooperate in good faith in accordance with the terms of this Agreement.

Nothing in this Agreement will affect the statutory duties or obligations of the Parties. Any ambiguity or uncertainty arising out of this Agreement is to be resolved in a way that is consistent with the relevant legislation or any other laws. Legislation and other laws, as amended from time to time, take precedence over this Agreement, to the extent of any inconsistency.

This Agreement does not create any legal relationship or legally binding obligations. However, both Parties intend to act in a manner that is consistent with this Agreement and their obligations at law at all times.

## **Governance**

The Parties agree to maintain open communication, the timely disclosure of relevant information, and to provide a reasonable amount of time to respond to policy or project initiatives associated with this Agreement.

The Parties agree to act in the best interests of the whole of government, their staff and external stakeholders.

Contact officers from AGD and the Inspector will oversee operation of the Agreement. These officers will:

1. oversee the governance and operation of the Agreement;
2. promote an effective working relationship between the Parties;
3. seek opportunities to improve the effectiveness and efficiency of the working relationship;
4. resolve matters which arise in relation to the operation of the Agreement, escalating where necessary; and
5. perform other functions necessary for the administration of the Agreement.

Relevant contacts at the time of signing this Agreement are:

	AGD	Inspector
Agreement Delegate	Cameron Gifford – COO	Gail Furness SC - Inspector
Contact Officer	██████████ – Director – Office of the CFO	██████████ – Director – Office of the Inspector of the National Anti-Corruption Commission

### Agreement Delegate

The role of Agreement Delegate is to oversee the governance arrangements for this Agreement, and to resolve issues referred to them, by the Contact Officer, for resolution with the other Party's Agreement Delegate.

### Contact Officers

The Contact Officers will maintain an up-to-date list of Notices received and sent by their respective Party.

Notices under this Agreement must be in writing and provided to the relevant Contact Officer or a nominated person on behalf of the Contact Officer.

### Notices

The Parties agree that the following conditions will be communicated via Notices.

1. Changes to the scope of the Services (whether temporary or permanent), including extending, varying or terminating the Agreement;
2. Changes to Contact Officers or Schedule Managers;
3. Altered or additional charges that may affect the value of the Agreement;
4. Altered or additional services that may require ad hoc support outside of the scope of the Services under this Agreement; or
5. Any instances of non-compliance, or potential to cause non-compliance.

Neither Party will unreasonably withhold consent for decisions relating to this Agreement, or knowingly and adversely delay a decision.

Contact Officers and Schedule Managers will endeavour to respond to each request within five (5) business days of receipt.

Routine communication may also occur between other officers from the respective Parties as required to manage the day-to-day provision of the Services. However, discussions will not be taken as an agreement between the Parties unless communicated in writing by the Contact Officers.

### Handling of Material and Confidential Information

Each Party will ensure any Material of the other Party in its possession or control is issued, copied, supplied, disclosed, modified or reproduced only for the purpose for which the Material has been provided and in accordance with this Agreement.

A Party may only disclose to a third party the particulars of Material of the other Party, if that disclosure does not breach any law, including the *Privacy Act 1988* (Cth) and;

1. is made to its responsible Minister or in response to requests for information from a House of Parliament or from Parliamentary committees or inquiries;
2. is made with the prior written approval of the other Party, and in accordance with any requirements of the other Party providing that approval;
3. is required by law; or
4. is in accordance with any applicable government direction or law

In particular, consistent with s234 of the NACC Act:

- (1) A person commits an offence if:
  - (a) the person discloses:
    - i. the whole or part of a report; or
    - ii. information contained in a report; and
  - (b) the report is, or the information is contained in, a protected information report; and
  - (c) the disclosure is to the public, or a section of the public.

This subsection of the NACC Act does not apply in relation to a disclosure required by another Commonwealth law (s229 NACC Act) or a disclosure by an authorised discloser in the public interest. Section 230 of the NACC Act provides that if the Inspector is satisfied that it is in the public interest to do so, the Inspector may disclose information to the public, or a section of the public, including about the performance of the Inspector's functions.

Each Party will ensure that they keep Material received from the other Party under this Agreement secure, by such security safeguards as is reasonable to prevent loss, unauthorised access, unauthorised use, modification, disclosure or other misuse, including unauthorised reproduction by any means.

## Variation and Termination

The Parties may extend, reduce, or vary this Agreement by a written agreement signed by the Agreement Delegates of both the Departments.

The written agreement may be in the form of either;

1. an exchange of letters; or
2. contained in an electronic communication sent from one Party to the other, which is confirmed in another electronic communication sent by the other Party to the first Party.

Unless otherwise agreed between the Parties, any variation to a Schedule will be drafted by the Party providing the relevant Service.

Neither Party will unreasonably withhold consent to amend, extend, or reduce this Agreement.

The date of effect of the extension, reduction, or variation will be the date on which the written agreement is signed by the last Party to do so, or such other date as is agreed by the Parties.

Any extension, reduction, or variation in relation to the Schedules must be done in accordance with the procedures and timeframes set out in those Schedules.

Either Party can terminate this Agreement by giving no less than **60 days** written notice to the other, unless where this impacts delivery of Government services; then

Termination costs, if any, are to be determined as agreed by the Parties at the time of termination. However, each Party is to:

1. take all reasonable steps to mitigate the impact of the cessation of those activities, and
2. discuss and agree, in good faith, arrangements applicable to that cessation.

## The Services

AGD will provide all enabling services to the Inspector consistent with the standard AGD service offering as outlined below. Some services including under Facilities and Security, will be delivered through a separate Memorandum of Understanding agreement between AGD and NSW Government as part of a shared accommodation arrangement.

Service	Description of Service
<b>IT Services</b>	Access to IT service desk and onsite support
<b>ICT Desktop and associated Services</b>	Access to VIP support for the Inspector and any Senior Executive Staff
	Website content editing, website content publishing, and content management
	Core ICT systems and licenses
	Management of telecommunications requirements
	Cyber security monitoring and reporting
	ICT security policies and risk assessments
	Identity management and access control
<b>Records Management &amp; Library</b>	Records management licensing and storage
	Training, support and advice in relation to records management processes and system with provision of reporting services
	Library Services
<b>Printers and multifunction devices</b>	Provision of, support and maintenance of desktop printers and MFD
<b>HR advice and support services</b>	HR Policy Advice including support with Enterprise Agreement
	Work Health Safety
	Individual Flexibility Arrangements
	Maintain HR delegations
	Maintain Secondments MoU
	COVID Response
	HR Reporting and analysis
	Recruitment, secondments, probation
SES Unit support and advice as needed	

	Comcare admin including case management of Workers Compensation cases as required
	Performance management and workplace behaviour support and guidance
	Salary Sacrifice arrangements
	HR Assist
	Access to staff wellbeing and support services
<b>Budgets</b>	System Budgets - Financial Management Information System (FMIS) Central Budget Management System (CBMS) - Appropriations
	Respond to Estimates Memorandums
	Drafting of Portfolio Budget Statements (PBS) /Portfolio Additional Estimates Statements (PAES) strategic direction and performance information
	Drafting of PBS/PAES financial statements
	Budget round updates - parameters/measures etc
	Engagement with Agency Advice Unit in Finance
	Prepare and Produce Financial Statements
<b>Financial Reporting</b>	Internal reporting - monthly executive reporting (Budgets/Actuals and ASL reporting)
	Asset Management
	CBMS - Actuals
	CBMS Reconciliations
	FBT returns
	End of month/year Accruals
	BAS preparation
	Capital Reporting
	Ledger Management
<b>Procurement, Finance Policies and delegations, reporting requirements</b>	Procurement advice and support
	Secretaries Instructions/Accountable Authority Instructions and delegations updates and support
	Access to AGD panel arrangements
	Mandatory Reporting (e.g. IPP, senate orders, austender, certificate of compliance)
	Late payments reporting
	ComCover
<b>Systems Support</b>	Payrun / Pay Sign off
	MyHub access and support
	Systems management and upgrades
	Management of forms, workflows, codes
	Adhoc reporting
<b>Payroll</b>	Pay processing

	Forms and applications – LSL, mat leave, long service, LWOP
	Cessations
	Secondment and SES arrangements
<b>Accounts/Travel/Credit cards</b>	Support with Airline Memberships
	Accounts Processing
	Vendor Payment Runs
	Vendor master data
	CBMS Drawdowns
	Cheque Payments
	Banking services incl. Credit Card receipting
	Booking International and Domestic Travel
	Official Passports/VISA applications
	International payments
	Management and support with travel profiles and systems
	Credit card management
	Petty cash reimbursements
	Banking services
	Cab charge vouchers
	External reporting - Payment to small business, ATO court order payment requests
	Bank Account and reconciliations
	Bank access/authorisation
<b>Accounts receivable</b>	Customer master data
	Customer invoices
	invoice recovery
<b>Base property and Facilities</b>	Property services and WoG reporting
	Building maintenance and break fix management and support
	Lease Support
	Mail and freight management
	Australia Post & Courier Usage
	Mail screening
	Cleaning
	Rent costs and outgoings for AGD premises
	Manage and support of the MOU with NSW Government
<b>Security</b>	Guarding Management
	Staff onboarding and vetting
	Incident Management
	Investigation support and management
	Security guarding services
	Security system maintenance and support
	Security monitoring
	Provision and support of security containers and shredders as needed
	Criminal history checks
	Security Clearances maintenance and management

<b>Other Management</b>	Internal Audit if applicable / requested
	Audit (coordination, support and advice)
	MOU coordination and overhead
<b>Strategy and Governance</b>	Parliamentary and Ministerial Support including PDMS Support
	Fraud and Risk Management
	FOI coordination and support as required / requested.
	Media monitoring alerts (consistent with existing AGD terms)
	PID coordination and support as required / requested.
	Privacy Act Support and advice as required / requested.

Where services are requested that are not consider standard, Parties will agree arrangements.

This may include significant website development or enhancements, property works, design and editorial activities or specialist HR activities and reporting.

The Inspector will fund (from the NACC Inspector cost centre) all staff related expenses and other direct costs such as travel, office expenses and charges relating to the Sydney Office costs recovered by NSW Department of Premier.

Indirect operating costs as outlined under 'the services' will be performed by AGD. Funding for these services will be allocated, as follows, directly to AGD Enabling Services cost centres from the NACC Inspector Appropriation in lieu of a charge model:

Enabling Services – Annual Funding Allocation

2023/2024	2024/2025	2025/2026	2026/2027
\$114,528.00	\$116,488.00	\$117,697.00	\$118,522.00

Each Party agrees to participate cooperatively in developing or refining business continuity documentation determined by the Parties to be necessary for the proper and efficient delivery of the Services under this Agreement.

## Additional Services

This Agreement does not limit or preclude any changes to the Services. Any new arrangements must be complementary to this Agreement and may be determined by other arrangements as determined between the Parties.

## Payments

AGD has been appropriated funding to support the effective operation of the Inspector. This appropriation will cover the activities outlines under The Services section of this agreement.

Where services are provided that are outside of the agreed scope, Parties will negotiate and agree any arrangement in writing between appropriate delegates. AGD and the Inspector will undertake journals to facilitate cost recovery if and when required.

## Compliance

The Parties agree to operate in a manner that is consistent with relevant legislation, policies and guidelines. These include but are not limited to:

- The *National Anti-Corruption Commission Act 2022*
- The *Public Governance, Performance and Accountability Act 2013* (PGPA Act)
- The *PGPA Rules 2014*
- The *Privacy Act 1988* (Cth)
- The *Archives Act 1983*
- The *Freedom of Information Act 1982*
- Commonwealth Fraud Control Guidelines
- Protective Security Policy Framework
- Information Security Manual
- Commonwealth Procurement Rules

Where Material is passed between the Parties, it will be handled with the same level of protections to those which the providing entity applied to the information or material.

Where one of the Parties does not comply with relevant legislation, policies or guidelines, it will inform the other Party of that non-compliance in order to help mitigate potentially adverse consequences of the non-compliance.

AGD will provide support to the Inspector in satisfying information and reporting requests, where the Inspector does not otherwise have access to this information, such as:

- those required by the Australian National Audit Office or other audit processes
- actioning Freedom of Information requests where AGD hold original documentation or other relevant knowledge required in the requests
- Requests by the Commonwealth Ombudsman and Australian Human Rights Commission
- Parliamentary requests and briefings
- Questions on notice
- Senate estimates
- Taxation, and
- Any other similar request where AGD may have relevant information.

Both Parties will manage risk in accordance with their relevant risk management framework as well as other appropriate plans (business continuity plan, emergency management plan etc.) to assist with compliance and assurance levels required by standard legislative obligations.

## Dispute Resolution

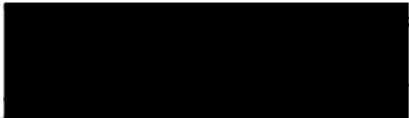
Where issues, disagreement or conflict arises between the Parties, the Parties agree to apply the following dispute resolution processes:

1. The Parties will endeavour to resolve matters in a reasonable period and at the lowest level possible.
2. The Parties will agree to participate in mediation where reasonable to do so.
3. Matters may be elevated to senior managers at any time if it is considered necessary due to any of the following:

- a. the matter is fundamental to the provision or corporate services
  - b. It is necessary to resolve the matter in a short timeframe, and/or
  - c. there is limited expectation the matter can be resolved at lower levels.
4. If it is not possible to resolve disputes through the processes above, or the matters are of strategic importance, these matters should be referred to:
  - a. the Contact Officers in the first instance and only then
  - b. to the respective Agreement Delegates, and then
  - c. to the respective Deputy Secretaries within AGD.

# Signatories

Signed for and on behalf of  
The Attorney-General's Department by  
Cameron Gifford, Deputy Secretary,  
Enabling Services Group

 28.08.2023

Signature and Date

Signed by the Inspector of the National  
Anti-Corruption Commission, Ms  
Gail Furness SC

 30.8.23

Signature and Date

In the presence of:

 28/08/2023

Witness Signature and date

In the presence of:

 30.8.23

Witness Signature and date