Australian Capital Territory

**Integrity Commission (Chief Executive Officer) Appointment 2022**

**Notifiable instrument NI2022–380**

made under the

**Integrity Commission Act 2018, section 41 (CEO–appointment)**

**1 Name of instrument**

This instrument is the *Integrity Commission (Chief Executive Officer) Appointment 2022.*

**2 Commencement**

This instrument commences on 22 August 2022.

**3 Appointment**

I appoint Judith Lind to be the Chief Executive Officer of the ACT Integrity Commission**.**

**4 Term of Appointment**

This appointment commences on 22 August 2022 and ends on 21 August 2027

**5 Conditions of Appointment**

The conditions of appointment of the Chief Executive Officer are set out in the Conditions of Appointment.

The Hon Michael Adams QC

ACT Integrity Commissioner

Date: 2 August 2022

**Conditions of Appointment**

**Chief Executive Officer, ACT Integrity Commission**

**Judith Lind**

(Appointee)

**Operation and Application**

1. The terms and conditions of the Appointee’s appointment are regulated by –

 (a) these Conditions of Appointment;

 (b) the Act;

(c) the *Remuneration Tribunal Act 1995*; and

 (d) other applicable laws of the Territory.

2. The Appointee acknowledges that no oral understandings or promises have been

given by the Appointer.

**Definitions**

3. In these Conditions of Appointment the following words have the following

meanings, unless a contrary intention appears –

 (a) “Act” means the *Integrity Commission Act 2018*, as amended from time to

 time;

 (b) “Appointee” means the natural person specified in Item 1 of

Schedule A, being a person performing the duties of the Chief Executive

Officer under the Act;

(c) “Appointer” means the Australian Capital Territory Integrity

Commissioner.

(d) “Appointment” means the appointment instrument: Integrity Commission

Act 2018 (Chief Executive Officer, ACT Integrity Commission)

Appointment 2022 (No. 1);

(e) “Conditions of Appointment” means these conditions of appointment and

the terms and conditions otherwise provided by law.

**Term**

4. The term is specified in the Appointment and is subject to Part 2.3 of the Act.

**Termination**

5. Pursuant to section 43 of the Act, the Appointer must end the Appointee’s Appointment –

 (a) for misbehaviour; or

 (b) for physical or mental incapacity, if the incapacity substantially affects the

 exercise of the CEO’s functions; or

(c) if the CEO becomes bankrupt or personally insolvent; or

(d) if the CEO is convicted, in the ACT, of an offence punishable by imprisonment for at least 1 year; or

(e) if the CEO is convicted outside the ACT, in Australia or elsewhere,

of an offence that, if it had been committed in the ACT, would be punishable by imprisonment for at least 1 year.

6. The Appointer may end the appointment at any time, except at a time within 12

 months of when the Appointer’s appointment will end as per section 42(3) of the

 Act;

7. The Appointee’s appointment ends if the Appointee tells the Appointer, in writing,

 that the Appointee resigns.

8. The Appointee must provide 8 weeks’ notice of resignation, or such lesser time as

 agreed with the Appointer.

9. The Appointee may only withdraw the Appointee’s resignation with the approval

 of the Appointer.

**Remuneration, allowances and entitlements**

10. The Appointee is entitled to the remuneration, allowances and entitlements

 determined in accordance with the relevant determination of the Australian

 Capital Territory Remuneration Tribunal, from time to time, under the

 *Remuneration Tribunal Act 1995*. The current remuneration, allowance and

 entitlements are set out Attachment 1.

Notes:

Currently under section 115 of the Public Sector Management Standards 2016, certain

entitlements in the Public Sector Management Standards 2006 (repealed) continue to

apply to the Appointee as a full-time statutory office holder.

The Territory’s enhanced minimum employer superannuation contribution for the

Appointee is provided in the ACT Public Sector Administrative and Related

Classifications Enterprise Agreement from time to time. Currently clause D7 of the

ACT Public Sector Administrative and Related Classifications Enterprise Agreement

2018-2021 contains the minimum employer superannuation contribution for the

Appointee and the adjustments required to this rate.

**Leave**

11. The Appointer may approve leave of absence for the Appointee under section 46

 of the Act.

Note:

Currently under section 115 of the *Public Sector Management Standards 2016*, certain

entitlements in the Public Sector Management Standards 2006 (repealed) continue to

apply to the Appointee as a full-time statutory office holder.

**Appointment**

12. The appointment of the Appointee is made according to the requirements of

 section 41 of the Act.

**Eligibility for Appointment**

13. The appointment of the Appointee is made according to the eligibility

 requirements of section 41 of the Act.

**Position duties**

14. The duties of the Appointee are those described in Attachment 2.

15. The parties acknowledge that the position, role and levels of responsibility may be

 varied by the Appointer. In the event of such a variation, the remaining terms and

 conditions of these Conditions will continue to apply.

16. The Appointer may direct the Appointee to perform or not perform any part of the

 duties at any time.

**Performance management**

17. The Appointee's performance will be formally appraised on an annual basis with

 reviews occurring every six months or as required. The format of the appraisal and

 review will be determined by the Appointer.

18. The Appointer and the Appointee will negotiate and agree on Key Performance

 Indicators on an annual basis, such indicators to be documented in writing.

**Hours of work**

19. The hours of work under these Conditions are 36 hours 45 minutes per week

 (Monday to Friday).

20. The Appointee may be required to work such additional hours as are reasonably

 necessary for the Appointee to perform all of their duties and functions. Such

 hours may be performed outside Monday to Friday.

21. The remuneration payable under clause 10 of these Conditions includes adequate

 compensation for any reasonable additional hours.

**Payment of Remuneration**

22. Annual salary will be paid fortnightly in arrears, less applicable taxation, by direct

 deposit into a bank account nominated by the Appointee.

**Reappointment**

23. Where the Appointer is satisfied that it is in the interests of the organisation, the

 Appointee may be reappointed. Any reappointment must not exceed an

 accumulated maximum total appointment term of 7 years, as required under

 section 42 of the Act.

24. Any term of reappointment must end within 12 months before or after the end of

 the Appointer’s appointment, as required by section 42(2) of the Act.

**Conflict of interest**

25. The Appointee must give the Appointer a written statement of material interests

 relevant to their appointment prior to the commencement of the Appointment.

26. The Appointee must advise the Appointer in writing if he or she has a material

 interest relevant to their appointment that has not been disclosed previously to the

 Appointer as soon as practicable after the relevant facts come to the Appointee's

 knowledge.

27. The Appointee warrants that he or she has, prior to the commencement of this

 appointment, notified the Appointer of any actual, possible or potential conflicts

 of interest of which the Appointee is aware, or ought reasonably be aware.

28. The Appointee must comply with any personal interest guidelines made pursuant

 to section 50(4) of the Act.

**Protection of confidential information**

29. The Appointee must not disclose, without lawful authority:

(a) any information acquired by him or her as a consequence of his or her

 appointment; or

(b) any information acquired by him or her from any document to which he or

she has access as a consequence of his or her appointment.

30. The Appointee acknowledges that he or she is subject to section 153 of the

 *Crimes Act 1900* and has ongoing legislative obligations at the end of this

 Appointment.

31. The Appointee must, if requested by the Appointer, deliver to the Appointer all

 confidential information and other property of the Appointer, which is in the

 possession or custody or under control of the Appointee. Where any confidential

 information is recorded electronically, the Appointer may require that such

 information be deleted in such a manner that it cannot be retrieved.

**Intellectual Property**

32. The Territory owns all intellectual property created by the Appointee arising out

 of or in the course of his or her appointment and the Appointee assigns and

 transfers any such property to the Territory.

33. The Appointee must, during and after the term of this contract, undertake to

 execute all documents which the Appointer may reasonably request to secure the

 Territory's ownership of rights in the intellectual property.

34. The Appointee must not make use of or reproduce any intellectual property owned

 by the Territory or the Appointer without the Appointer's prior written approval

 other than in the ordinary course of their appointment.

35. The Appointee's obligations under this clause continue after the cessation of their

 appointment.

36. Intellectual property means:

(a) all developments, discoveries, innovations, inventions, novel or technical

designs, procedures and trade secrets.

(b) the entire copyright in all works included but not limited to all works as

defined in the Copyright Act 1968.

(c) all designs within the meaning of the Designs Act 1906.

 (d) all patents and patented application, processes and products within the

 meaning of the Patents Act 1990.

(e) any trade name, brand name, common law trademark or trademark within

the meaning of the Trademark Act 1995.

**Secondary employment**

37. The Appointee shall not, except in accordance with the written approval of the

 Appointer, accept or engage in any remunerative employment other than in

 relation to the performance of his or her duties as Chief Executive Officer.

**Policies that apply to the Appointee**

38. The Appointee must comply with any policies, procedures and practices of the

 Appointer as they exist from time to time and the Appointee acknowledges that:

(a) the Appointer may vary any policies and procedure; and

(b) to the extent that any such policies impose obligations on the Appointer,

those obligations are guidelines only and are not to be relied upon by the

Appointee.

**Notification of Appointment and Terms – publication**

39. The notification of the appointment of the Appointee (and possibly the content of

 these Conditions, in whole or in part) may be published by one or more means by

 the Territory and the Appointee acknowledges the same.

**Additional obligations of Appointee**

**Honesty, care and diligence**

40. In exercising the functions, the Appointee must comply with Division 2.1 (Public

 Sector Standards) of the *Public Sector Management Act 1994* (PSM Act) to the

 extent that the application of division 2.1 is consistent with the exercise of the

**Appointee’s functions.**

Note:

The Appointee is considered a public sector member under section 150 of the PSM Act.

41. In exercising the functions, the Appointee is required to adhere to the ACT Public

 Sector Code of Conduct to the extent that the application of ACT Public Sector

 Code of Conduct is consistent with the exercise of the Appointee’s functions.

**Improper use of information**

42. The Appointee acknowledges a person commits an offence if –

(a) the person uses or discloses information gained because of performing a

function for or on behalf of the Territory; and

(b) the person does so with the intention of dishonestly obtaining a benefit for

the person or someone else.

43. The Appointee further acknowledges a person commits an offence if –

(a) the person has stopped performing a relevant function for the Territory;

and

(b) the person uses or discloses information that the person obtained because

of performing the function; and

(c) the person does so with the intention of dishonestly obtaining a benefit for

the person or someone else.

44. In this clause, a person acts dishonestly if –

(a) the person’s conduct is dishonest according to the standards of ordinary

people; and

(b) the person knows that the conduct is dishonest according to those

standards.

**Applicable Law**

45. These Conditions are governed by the law of the Australian Capital Territory.

 Interpretation

46. References to the “Territory” in these Conditions are references to the Australian

 Capital Territory, the body politic established by section 7 of the *Australian*

 *Capital Territory (Self-Government) Act 1988* (Cth).

**Signed:**

Judith Lind

Chief Executive Officer

ACT Integrity Commission

Date: 2/8/2022

The Hon Michael Adams QC

ACT Integrity Commissioner

Date: 4 August 2022

ATTACHMENT 1

Remuneration - rates effective December 2021

1. Total Remuneration package $348,548 - 362,672 pa\*

2. Annual Salary as determined by the Remuneration Tribunal: $288,126 pa

3. Territory superannuation contribution $31,072 – $45,196 pa\*

\*depending on current superannuation arrangements

4. Territory provided benefit details:

(a) use of government leased motor vehicle; or

{a}$25,000 pa in lieu of use of government leased motor vehicle;

(b) parking; or

{b} $2,500 pa in lieu of parking;

(c) fringe benefits tax allowance of $7,500 pa.

ATTACHMENT 2

**Duties of the position**

In addition to the functions of the Appointee under section 44 of the *Integrity*

*Commission Act 2018*, the Appointee is responsible for:

* advising and supporting the Commissioner and implementing the Commissioner’s decisions;
* assisting the Commissioner in the development and implementation of the Commission's strategic direction and organisational priorities;
* managing the operational, program delivery and administrative activities of the Commission;
* overseeing the efficient use of resources across the Commission, in accordance with priorities; performance measures; and statutory, regulatory and other obligations;
* implementing corporate plans that take account of appropriately assessed and managed risks;
* providing strategic leadership to staff;
* building a professional, high-performance culture and a sustainable, productive work environment;
* setting and monitoring standards and behaviour;
* ensuring the security of the Commission’s personnel, property, assets and information;
* anticipating and managing organisational risks and contingencies;
* advising and supporting the Commissioner in refining the appropriate structure and resourcing to deliver the Commission’s legislated investigative, referral, prevention, information and education functions ensuring operational business planning and delivery, including:
* staff recruitment;
* evaluation of the adequacy of current appropriations;
* development of budget submissions;
* development of policies, procedures and performance frameworks, including protocols for working cooperatively with ACT public sector agencies with similar functions; and
* ongoing review of information systems and reporting arrangements.