



Australian Government

Department of the Prime Minister and Cabinet

Mr Dennis Richardson AC
s 47F

ABN 66 498 620 494

Dear Mr Richardson

Further to your formal offer of appointment, the attached documents comprise the terms governing your appointment to the role of Independent Reviewer Commonwealth Government Independent Review into Federal Law Enforcement and Intelligence Agencies for the Commonwealth of Australia, represented by the Department of the Prime Minister and Cabinet (**the Commonwealth**).

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

Action required

Please indicate your acceptance of the Engagement Deed by:

- signing and dating both copies of the Engagement Deed before a witness
- returning both to the Commonwealth **as soon as possible**.

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

- (i) details of any actual, perceived or potential Conflict of Interest using the form of Conflict of Interest Declaration at Schedule 1 of the Engagement Deed;
- (ii) a completed Confidentiality Undertaking in the form of Schedule 2 of the Engagement Deed signed by You.

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

Yours sincerely

s 22(1)(a)(ii)

Deputy Secretary

Department of the Prime Minister and Cabinet

22 December 2025



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ENGAGEMENT DEED

DEED DETAILS

Item	Clause reference	
Parties		1. The Commonwealth of Australia represented by the Department of the Prime Minister and Cabinet ABN 18 108 001 191 (the Commonwealth) and
		2. Dennis James Richardson AC ABN 66 498 620 494 (the Other Party)
Appointee		Mr Dennis James Richardson AC
Engagement		Nature of appointment As Independent Reviewer, lead the Commonwealth Government Independent Review into Federal Law Enforcement and Intelligence Agencies in accordance with the Terms of Reference provided to you.
	2	Incidental matters If incidental Materials, services or functions are required in order for the Engagement to be performed (eg pre-reading or preparation), they will be taken to be included in the scope of the Engagement. This includes minor and reasonable requests which will be accommodated as part of the Engagement at no additional cost to the Commonwealth notwithstanding that they are not specifically set out in this Deed.
Expiry Date	3.1	14 May 2025



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GST	4.2/4.3	<p>Is the Other Party a natural person who is not registered for GST?</p> <p>No</p> <p>If yes, clause 4.2 applies</p>
		<p>Is the Other Party a company or an individual operating an enterprise who is registered for GST?</p> <p>Yes</p> <p>If yes, clause 4.3 applies.</p>
Fees	4.1	The Commonwealth will pay the Other Party an amount equal to the Daily Rate for a maximum of 98 days during the Term (up to a maximum of \$490,000 GST Inclusive), or an hourly rate subject to receipt of a valid Tax Invoice in accordance with clause 6 below.
Daily or Hourly Rate	4.1 /Fees	Hourly rate of \$667 (GST inclusive) up to a maximum of \$5,000 (GST inclusive) per day.
Method of Payment	1	The Other Party is to provide a Tax Invoice for the Engagement undertaken monthly in arrears.
Superannuation	4.6 (if applicable)	<p>Will superannuation contributions be payable by the Commonwealth in respect of the Engagement?</p> <p>No – Not applicable.</p>
Travel Arrangements		<p>Is travel applicable?</p> <p>Are any travel arrangements or entitlements applicable to the Engagement?</p> <p>Yes</p> <p>If yes, clause 5 applies. If no, the Other Party is not entitled to claim any amounts in relation to travel.</p>



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	5	<p>Travel Entitlements</p> <p>Travel will be arranged in accordance with the Department of the Prime Minister and Cabinet's travel policies and flights will be economy class (unless otherwise approved in writing by the Department). Reimbursement will be based on current travel allowance rates as published by the ATO in a tax determination.</p>
		<p>Approval requirements</p> <p>Travel and accommodation will require pre-approval from the Chief Operating Officer, or their delegate, of the Department of the Prime Minister and Cabinet.</p>
		<p>Arrangements for making travel booking</p> <p>The Commonwealth will book travel on behalf of the Other Party. Any travel and/or accommodation booked by the Other Party must have prior written approval from the Commonwealth to be eligible for reimbursement.</p>
<p>Invoice procedures</p>	6	<p>Tax Invoices will be provided by the Other Party monthly. Tax Invoices are to be addressed to: [redacted] s 47E(d) @pmc.gov.au</p>
<p>Insurance</p>	7	<p>Accident and illness cover satisfactory to the Commonwealth will be required.</p>



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Intellectual Property	10	<p>Not Applicable</p> <p><i>For completeness, clause 10.12 does not apply.</i></p>
Commonwealth Confidential Information	11	<p>The definition of Commonwealth Confidential Information will apply. All information obtained for the purposes of conducting the review will be confidential, until otherwise made public with the agreement of the Commonwealth through the publication of reports.</p>
Commonwealth's Privacy Representative	12	<p>The Commonwealth's nominated representative for handling privacy matters, contactable at privacy@pmc.gov.au or on (s 47E(d))</p>
Commonwealth Representative	26	<p>The Commonwealth Representative is the Deputy Secretary International and Security</p> <p>OR</p> <p>Such other person as is notified by the Commonwealth from time to time.</p>
Commonwealth's address for notices	27	<p>Postal address: PO Box 6500, CANBERRA ACT 2600</p> <p>Physical address: 1 National Circuit, Barton ACT 2600</p> <p>Email address: (s 47E(d))@pmc.gov.au</p>
Other Party's address for notices	27	<p>Postal address: (s 47F)</p> <p>Physical address: (s 47F)</p> <p>Email address: (s 47F)</p>



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PARTIES

This Deed is made between and binds the Parties shown in the Deed Details.

CONTEXT

This Deed is made in the following context:

- A. The Australian Government has requested that the Appointee undertake the Engagement.
- B. This Deed sets out the terms and conditions on which the Engagement will be undertaken.

1. INTERPRETATION

1.2 In this Deed, unless the contrary intention appears, the term:

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 Deed 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 Deed Details or is otherwise designated by the Commonwealth as confidential; or
- (c) the Other Party 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 Deed or any other confidentiality obligations; or
- (e) has been independently developed or acquired by the Other Party, as established by written evidence.

Commonwealth Material means any Material provided by or on behalf of the Commonwealth to the Other Party in connection with this Deed.

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

Commonwealth Representative means the person identified as such in the Deed Details or such other person as the Commonwealth may appoint from time to time and advise to the Other Party by notice in writing.

Confidentiality Undertaking means an undertaking in the form of Schedule 2.

Daily Rate has the meaning given to that term in the Deed Details.



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Deed Date means the date on which the last person executes this Deed.

Deed 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 Deed. Deed Material does not include Commonwealth Material.

Eligible Data Breach has the same meaning as in the Privacy Act.

Engagement means the engagement as described in the Deed Details.

Expiry Date has the meaning given to that term in the Deed Details.

Fees means the fees as set out in the Deed 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).

Insolvency Event means the occurrence of an event or circumstance that the Commonwealth considers has or may have an adverse effect on the Appointee or Other Party's commercial or financial viability, ability to perform the Engagement or obligations under this Deed, or the ability of the Commonwealth to enforce its rights under or in connection with this Deed.

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 Deed 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 Deed, 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;



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- (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 Deed) 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 Deed.

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

2. PERFORMANCE OF THE ENGAGEMENT, STANDARDS AND TIMEFRAMES

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.

3. TERM

3.1 This Deed will commence on 22 December 2025, subject to earlier termination in accordance with this Deed, will expire on the Expiry Date (the **Term**).

4. FEES

4.1 Subject to this Deed 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 Payment Method.

Individual not registered for GST

4.2 If the Deed Details say that this clause applies:

- (a) the Other Party represents to the Commonwealth that they are not registered for GST; and
- (b) no GST has been included in the Fees.

Other party is a company or an individual operating an enterprise who is registered for GST



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

PAYG taxation

4.4 The Commonwealth may withhold from amounts payable to the Other Party the amounts the Commonwealth considers necessary for the Commonwealth to comply with its taxation obligations under Australian taxation legislation. The amounts payable under this Deed are subject to reduction for any such withholding.

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

- (a) whether or not the Other Party provides a tax file number; and
- (b) whether or not the Other Party claims the tax free threshold.

Superannuation

4.6 This clause applies if the Deed Details indicate that Superannuation is payable.

- (a) The Commonwealth will make superannuation contributions for the benefit of the Appointee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) The Other Party must, promptly at the commencement of the Term, provide the Commonwealth with details of a complying superannuation fund into which the Commonwealth may make superannuation payments on behalf of the Appointee in accordance with this clause 4.6.

Amounts otherwise inclusive

4.7 Subject to clause 5, the Fees are inclusive of all other costs of undertaking the Engagement.

4.8 The Other Party and the Appointee are responsible for all payments and contributions including but not limited to taxes, duties or other Government charges.

4.9 The Other Party and the Appointee must comply with all applicable taxation laws in relation to payments received from the Commonwealth under this Deed.

4.10 No amounts are payable in relation to leave in connection with the Engagement.

5. TRAVEL AND OTHER ALLOWANCES

5.1 This clause 5 applies if the Deed 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 Deed Details.

6. INVOICE PROCEDURES

6.1 The Commonwealth's preferred method of payment is by electronic funds transfer to the bank account notified by you.

6.2 The Other Party must provide Tax Invoices (if applicable) during the Term as specified in the Deed Details.

6.3 Subject to this Deed, correctly rendered Tax Invoices will be paid within 20 days. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.



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

7. INSURANCE

- 7.1 The Other Party is responsible for ensuring that it has and maintains appropriate insurances including those specified in the Deed Details.
- 7.2 The Other Party must, on request by the Department, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by clause 7.1.

8. CARRYING OUT THE ENGAGEMENT

- 8.1 The Appointee must carry out, the Engagement:
- (a) exercising high professional standards of skill, care and diligence;
 - (b) 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 Deed;
 - (c) to ensure that the Commonwealth is fully and accurately informed on all matters which are relevant to the Engagement;
 - (d) to comply with any applicable or relevant Australian standards or, where there are no applicable Australian standards, any other industry standards;
 - (e) to comply with all applicable legal (including statutory and regulatory) and Australian Government policy requirements;
 - (f) to ensure that all obligations (including deadlines) specified in this Deed are fully satisfied;
 - (g) to ensure that all information provided to the Commonwealth, including in reports, documents and other Deed Material is correct, complete and not misleading in any respect; and



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- (h) to ensure that all Deed 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 Neither the Other Party nor the Appointee is, by virtue of this Deed, an employee, partner or agent of the Commonwealth.
- 9.2 The Other Party must not represent itself, and must ensure that the Appointee does not represent themselves, as being an employee, partner or agent of the Commonwealth.
- 9.3 Neither the Other Party nor the Appointee has any authority to incur, and must not incur, any obligation on behalf of the Commonwealth.

10. DEED MATERIAL AND COMMONWEALTH MATERIAL

- 10.1 The Other Party and the Appointee acknowledge that all of the Deed Material is made under the direction and control of the Commonwealth.
- 10.2 Title to and risk in relation to the physical property in Deed Material passes to the Commonwealth upon delivery of the Deed Material to the Commonwealth.
- 10.3 Subject to clause 10.4, title to and ownership of all Intellectual Property in all Deed 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 Deed was executed, or created by a third party for a purpose unrelated to this Deed.
- 10.5 Where the Other Party or the Appointee owns material used in relation to the Engagement, the Other Party grants to the Commonwealth a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit any Intellectual Property in the Deed Material not owned by the Commonwealth. Title to the Commonwealth Material does not pass to the Other Party or the Appointee by virtue of any delivery to it or any other action taken under this Deed.
- 10.6 At the Commonwealth's request, the Other Party or the Appointee must bring into existence, sign, execute or otherwise deal with any document which may be necessary to give effect to this clause 10.
- 10.7 Subject to clause 10.12 (if applicable), the Other Party and the Appointee must ensure that all Commonwealth Material, and any Deed Material to be provided to the Commonwealth, is used, copied, reproduced or supplied by the Other Party, the Appointee and any persons to whom the Other Party supplies Deed Material (other than the Commonwealth) only for the purposes of this Deed.
- 10.8 The Other Party and the Appointee must keep full and accurate records of the location and development of all Commonwealth Material and Deed Material and make the records available to the Commonwealth on request.
- 10.9 The Other Party acknowledges that the Commonwealth may, at any time and without notice, demand either orally or in writing, the destruction or delivery to the Commonwealth of all:
- (a) Commonwealth Material;
 - (b) Deed Material; or
 - (c) other documents that contain Commonwealth Confidential Information,



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that may be in the Other Party's possession or control.

- 10.10 The Other Party and the Appointee must not breach the Intellectual Property rights of any third party in undertaking the Engagement.
- 10.11 To the extent permitted by law the Other Party consents, and must ensure that the Appointee consents, to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights in the Deed Material.
- 10.12 This clause applies if the Deed Details say it applies:
- (a) the Commonwealth grants to the Other Party a non-exclusive, royalty-free, non-transferable perpetual license to use Intellectual Property in Deed Material for non-commercial research purposes; and
 - (b) the Other Party will obtain the Commonwealth's prior written permission before publishing Deed Material.

11. DISCLOSURE OF INFORMATION

- 11.1 Except as specified in clause 11.2, or with the prior consent of the Commonwealth, the Other Party and the Appointee must not make public or disclose to any person other than the Commonwealth any Commonwealth Confidential Information.
- 11.2 Clause 11.1 does not apply to disclosures made by the Other Party or the Appointee:
- (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 Deed,

but in each case of disclosure by the Other Party, it must give the Commonwealth sufficient notice of any proposed disclosure to enable the Commonwealth to seek a protective order or other remedy to prevent the disclosure.

- 11.3 The Other Party and the Appointee must ensure that Commonwealth Confidential Information is protected against loss, unauthorised access, use, modification, disclosure, or other misuse.
- 11.4 The Other Party and the Appointee must not transfer Commonwealth Confidential Information outside Australia, or allow persons outside Australia to have access to it, without the prior written approval of the Commonwealth.
- 11.5 The Other Party must provide an executed confidentiality undertaking to the Commonwealth in the form of Schedule 2 upon executing this Deed.

12. PRIVACY

- 12.1 Except as set out in clause 12.2, or with the written permission of the Commonwealth Representative, with respect to all Personal Information that it has access to or collects in or in relation to the performance of this Deed, the Other Party and the Appointee must:
- (a) not do any act or engage in any practice that would breach the Privacy Act if done or engaged in by the Commonwealth;



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- (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 Deed; 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) ensure that any person who obtains access from the Other Party or the Appointee to any Personal Information in respect of which it has obligations under the Privacy Act or this clause 12 signs a confidentiality declaration in a form acceptable to the Commonwealth, if required by the Commonwealth, prior to the access;
- (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 The Other Party and the Appointee must:

- (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) whether the Other Party has possession or control of any records that contain such information;
 - (ii) the nature of the information;
 - (iii) the main purposes for which you use the information; and



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(iv) the steps the person should take if the person wishes to obtain access to the information.

12.3 The Other Party's obligations in this Deed (including this clause 12) are in addition to its obligations under the Privacy Act.

13. CONFLICT OF INTEREST

13.1 For the purposes of this clause 13, a **Conflict of Interest** would include any circumstances where, due to a direct or indirect relationship or interest, the Appointee is or may reasonably be perceived to be, unable to discharge its obligations or duties in relation to the Engagement in an objective and independent manner to the best of its ability. There need not be an actual conflict for a perception of one to be formed by a reasonable person.

13.2 The Other Party warrants that, having made all reasonable enquiries, at the date of entering into this Deed, no Conflict of Interest exists or is likely to arise in the Appointee's performance of the Engagement which has not already been advised to the Commonwealth in writing and consented to by the Commonwealth.

13.3 The Other Party agrees to:

- (a) use its best endeavours to ensure that a situation does not arise that may result in a Conflict of Interest arising during the Engagement;
- (b) notify the Commonwealth if it becomes aware of any Conflict of Interest or potential Conflict of Interest, while the Appointee undertakes the Engagement; and
- (c) comply with all directions given by the Commonwealth for dealing with any Conflict of Interest.

13.4 If the Other Party is unable or unwilling to resolve or deal with the Conflict of Interest as required, the Commonwealth may terminate this Deed in accordance with clause 19.

14. SECURITY

14.1 The Other Party and the Appointee must comply with all relevant security requirements specified in any policy which forms part of the Commonwealth's Protective Security Policy Framework as amended from time to time.

14.2 The Other Party must perform its obligations under this Deed and the Appointee must perform the Engagement in accordance with security requirements notified by the Commonwealth from time to time in its absolute discretion which may include a requirement for the Appointee to obtain security clearances.

14.3 If any breach of any security requirement occurs then, without limiting the Commonwealth's rights under this Deed, the Other Party must comply with any reasonable directions of the Commonwealth in order to rectify the issue and prevent further issues.

14.4 The Other Party must:

- (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.



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15. ACCESS TO PREMISES AND RECORDS

- 15.1 The Other Party and the Appointee must grant, at all reasonable times, access to premises, records, accounts and other financial material or Material relevant to this Deed, including the Commonwealth Material and Deed Material, however and wherever stored or located, in the custody, possession or control of the Appointee or Other Party to:
- (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 The Other Party must make available on request, and at no expense to the Commonwealth, such facilities as necessary to enable a legible reproduction of the Material referred to in clause 15.1 to be created.

16. AUDIT REQUIREMENTS

- 16.1 An audit of all or any part of this Deed and its performance may be undertaken at any time by the Commonwealth or its nominee.
- 16.2 The Other Party and the Appointee must participate cooperatively in audits of this Deed at the frequency and in relation to the matters specified by the Commonwealth, including on an ad hoc basis if requested by the Commonwealth, for the purpose of ensuring that this Deed is being properly performed and administered. The Commonwealth may appoint an independent person to assist in the audits.
- 16.3 Each party must bear its own costs of any audits.

17. ARCHIVES ACT 1983

- 17.1 The Other Party must not destroy or arrange for, nor effect, a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the Commonwealth and the National Archives of Australia.
- 17.2 Where the Commonwealth and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth Record by or to the Other Party, the Other Party must comply in every respect with the requirements of the *Archives Act 1983* (Cth) or guidelines issued by National Archives of Australia.
- 17.3 The Other Party must comply with any direction given by the Commonwealth for the purpose of transferring Commonwealth records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth Records.

18. TERMINATION WITHOUT DEFAULT

- 18.1 The Commonwealth may, terminate this Deed upon notice in writing to the Other Party.
- 18.2 If this Deed is terminated under clause 18.1, the Commonwealth is liable only for payment of Fees for work performed in carrying out the Engagement before the effective date of termination as set out in the notice, provided that such work has been rendered in accordance with this Deed and the Other Party is not otherwise in breach of this Deed.



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19. TERMINATION FOR DEFAULT

- 19.1 Without prejudice to its rights at common law or under any statute, the Commonwealth may by notice to the Other Party, terminate this Deed if:
- (a) an Insolvency Event occurs in respect of the Other Party;
 - (b) the Commonwealth is entitled to terminate this Deed in accordance with clause 19.2, 19.3 or 19.4;
 - (c) the Other Party fails to commence performance of this Deed, or to proceed at a rate of progress, so as to ensure the due and proper performance of this Deed; or
 - (d) without the prior written approval of the Commonwealth, there is a change in who controls the Other Party, or who may cast more than 50% of the votes for a resolution at an annual general meeting of its members, or a change in the beneficial ownership of more than 50% of the Other Party's ordinary issued share capital.
- 19.2 Subject to clause 19.3, if:
- (a) you breach this Deed; and
 - (b) in the Commonwealth's sole and absolute opinion a breach is capable of being remedied,
- the Commonwealth will give the Other Party 15 Business Days in which to remedy the breach. If after 15 Business Days the breach is not remedied to the satisfaction of the Commonwealth, then the Commonwealth may terminate this Deed under this clause 19.
- 19.3 If the Other Party commits three or more breaches of this Deed, the Commonwealth is not required to give it 15 Business Days to remedy the breach under clause 19.2, and may immediately terminate this Deed under this clause 19.
- 19.4 If:
- (a) the Other Party breaches this Deed; and
 - (b) the Commonwealth determines under clause 19.2 that a breach is not capable of being remedied,
- the Commonwealth may immediately terminate this Deed under this clause 19.

20. TERMINATION BY THE OTHER PARTY

- 20.1 The Other Party may only terminate this Deed by giving at least 5 Business Days' notice to the Commonwealth and only if:
- (a) the Commonwealth has not paid a correctly rendered invoice and has not notified the Other Party that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
 - (b) the Other Party has given the Commonwealth:
 - (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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- (c) the Other Party has submitted notice to the Commonwealth that it wishes to relinquish the appointment which is the subject of this Deed due to illness or for specific reasons set out in the notice.

21. TRANSITION OUT

21.1 In the event of termination or expiration of this Deed for any reason, the Other Party must:

- (a) cease access to and use of the Commonwealth's systems, Deed Material and Commonwealth Material;
- (b) at the Commonwealth's direction, either return or destroy all:
 - (i) Commonwealth Material;
 - (ii) Deed Material; or
 - (iii) other documents that contain Commonwealth Confidential Information, that may be in the Other Party's possession or control;
- (c) where requested by the Commonwealth deliver to the Commonwealth a statutory declaration made by the Other Party declaring that to the best of their information and belief (after having made proper inquiries) they have not retained any of the Material specified in clause 21.1(b); and
- (d) comply with all other obligations in this Deed, including those relating to Commonwealth Material and Deed Material.

21.2 The following clauses will survive the expiration or termination of this Deed:

- (a) clause 7 (Insurance);
- (b) clause 11 (Disclosure of Information);
- (c) clause 12 (Privacy);
- (d) clause 14 (Security);
- (e) clause 15 (Access to your Premises and Records);
- (f) clause 16 (Audit Requirements);
- (g) this clause 21 (Transition Out); and
- (h) 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 Deed.

22. WARRANTIES

22.1 The Other Party warrants that:

- (a) it is duly authorised to enter into, perform and observe its obligations under this Deed;
- (b) its execution of this Deed is valid and binding on it; and



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- (c) it is not entering into this Deed as a trustee for any trust.

23. COMPLIANCE WITH DIRECTIONS

- 23.1 In undertaking the Engagement, the Other Party and the Appointee must comply with:
- (a) all reasonable and lawful directions and instructions issued by the Commonwealth, whether they are issued with respect to the Engagement or any other matter;
 - (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.
- 23.2 In the event of any inconsistency between any of the legislation, codes, standards, policies or procedures referred to in clause 23.1, the Other Party will comply with the requirements that produce the highest level of health and safety.

24. Other Party to ensure that Appointee complies

- 24.1 Where the Other Party is a company:
- (a) the Other Party must ensure that the Appointee complies with the provisions of this Deed that are stated to apply to the Appointee or capable of applying to the Appointee;
 - (b) a reference to the Other Party being required to do something or refrain from doing something is taken to include a reference to the Other Party ensuring that the Appointee also does that thing or refrains from doing that thing.

25. PUBLIC ANNOUNCEMENTS

- 25.1 The Other Party and the Appointee must not make any public announcement or make any representation to any media representative about or concerning this Deed or the Commonwealth without the prior written consent of the Commonwealth, which consent may be given subject to such conditions as the Commonwealth in its absolute discretion thinks fit.

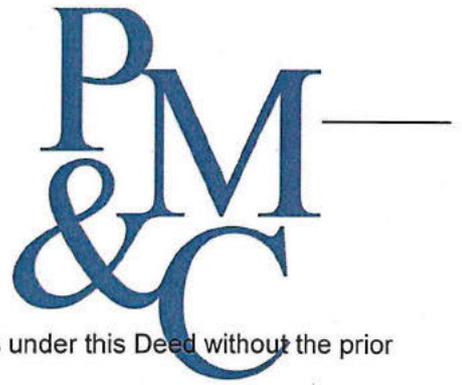
26. COMMONWEALTH REPRESENTATIVE

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

27. ADDRESSES FOR NOTICES

- 27.1 Unless the Other Party advise the Commonwealth Representative of another address for notice, the Commonwealth will issue any notices or other communications for the Other Party's attention to the Other Party's address as listed in the Deed Details
- 27.2 Unless the Commonwealth Representative advises the Other Party of another address for notice, the Other Party will issue any notices or other communications for the Commonwealth's attention to its address as listed in the Deed Details.

28. ASSIGNMENT



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28.1 The Other Party must not assign, in whole or in part, its rights or obligations under this Deed without the prior written consent of the Commonwealth.

29. ENTIRE AGREEMENT AND VARIATION

29.1 This Deed 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 Deed.

29.2 No agreement or understanding that varies or extends this Deed will be legally binding upon either party unless in writing and signed by both parties.

29.3 If any provision of this Deed 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 Deed will be governed by the law 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 The Other Party must ensure that the work done under this Deed complies with the laws from time to time in force in the State or Territory in which the Engagement, or any part thereof, is to be carried out.

Executed as a deed

SIGNED, SEALED and DELIVERED for)
and on behalf of the Commonwealth of)
Australia represented by the)
DEPARTMENT OF THE PRIME MINISTER)
AND CABINET ABN 18 108 001 191

Bleamor J. Lawson

Name of authorised representative

s 22(1)(a)(ii)

Signature

In the presence of:

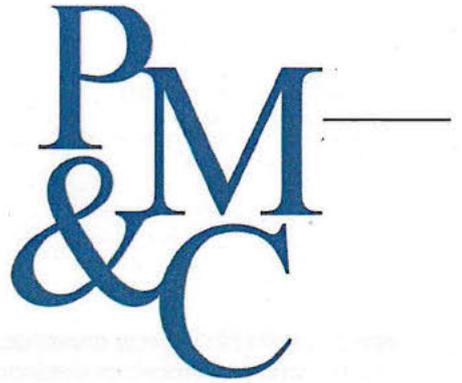
s 22(1)(a)(ii)

Name of witness

s 22(1)(a)(ii)

Signature of witness

Date:



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SIGNED, SEALED and DELIVERED by
**Dennis James Richardson (ABN 66 498
620 494)**

)
)
)

s 22(1)(a)(ii)

Signature

In the presence of:

Lisa Elliston

Name of witness

s 22(1)(a)(ii)

Signature of witness

Date:

PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION	Independent Reviewer, Commonwealth Government Independent Review into Federal Law Enforcement and Intelligence Agencies at the Department of the Prime Minister and Cabinet	
<p>Please answer the following questions by circling the reply that applies to your personal circumstances.</p> <p>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.</p>		
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>)?	Yes / No	
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)?	Yes / No	
<p>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?</p> <p>(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?</p>	Yes / No or N/A	
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?	Yes / No	
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?	Yes / No	
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?	Yes / No	
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation?	Yes / No	
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?	Yes / No	
9. Are you the director of a company? <u>If yes, please provide details in the following page.</u>	Yes / No	
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	Yes / No	

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.	Yes / No
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.	Yes / No
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.	Yes / No

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.

Dennis Richardson s 22(1)(a)(ii) *22-12-25*

Name	Signature	Date
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PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION	Independent Reviewer, Commonwealth Government Independent Review into Federal Law Enforcement and Intelligence Agencies at the Department of the Prime Minister and Cabinet
<p>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 <i>Remuneration Act 1973</i>. 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.</p> <p>Please provide any conflict of mitigation strategy(ies) for all directorships and advisory board roles.</p>	
QUESTION	DETAILS <u>WITH</u> CONFLICT MITIGATION STRATEGY

ASSURANCE

<p>I declare that to the best of my knowledge, the information provided above is true and correct.</p>		
<p><i>Dennis Richardson</i></p>	<p style="text-align: center;">s 22(1)(a)(ii)</p>	<p>.....</p>
Name	Signature	Date

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

Date

This Deed Poll is made on

2025

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 the Prime Minister and Cabinet ABN 18 108 001 191 (**the Commonwealth**)

- 1) **Dennis James Richardson AC (Appointee)** (the Confidant).

Context

- 1) The Appointee has been engaged to perform the Engagement pursuant to the Engagement Deed.
- 2) In the course of performing the Engagement under the Engagement Deed, 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 a Confidant in the course of performing the Engagement under the Engagement Deed 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 Deed	means the Engagement Deed between the Commonwealth and the Company or the Confidant (as applicable) dated on or around the date of this Deed.
Engagement Permitted Purpose	has the same meaning as in the Engagement Deed means only for the performance of the Engagement under the Engagement Deed. This may include interacting with Ministers, Commonwealth agencies, contractors and advisers engaged by the Commonwealth.

2. Undertakings

2.1. Each Confidant undertakes to:

- a. treat the Confidential Information as confidential;
- b. only use the Confidential Information as strictly necessary for the Permitted Purpose;
- c. comply with all information management policies and protocols as notified to the Confidant by the Commonwealth;
- d. not disclose or copy the Confidential Information unless prior written authority is given by the Commonwealth; and
- e. immediately notify the Commonwealth if the Confidant becomes aware that any of the Confidential Information:
 - (i) has been used, copied or disclosed in breach of this Deed; or
 - (ii) is required to be disclosed by law pursuant to clause 2.3.b.

2.2. Without limiting the generality of clause 2.1 above, each Confidant also undertakes:

- a. to take all reasonable measures to ensure any Confidential Information held or developed by the Confidant in connection with the Engagement is protected against loss, unauthorised access, use, modification or disclosure and against other misuse; and
- b. to observe the Australian Privacy Principles contained in the *Privacy Act 1988* in the course of undertaking the Confidant's work.

2.3. The obligations of this Deed relating to Confidential Information do not apply to any information that is:

- a. in the public domain, unless it is in the public domain because of a breach of confidence by any person; or
- b. is required to be disclosed by law (to the extent that such disclosure is required and subject to the Confidant's obligations under clause 2.1.e).

2.4. If the Confidential Information is required to be disclosed under 2.3.b, each Confidant will:

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

- 2.5. If the Engagement Deed terminates (for any reason) then each Confidant agrees to:
 - a. immediately stop accessing, using and disclosing the Confidential Information; and
 - b. return, secure or dispose of all forms of the Confidential Information in their possession in accordance with the instructions given by the Commonwealth.
- 2.6. Each Confidant acknowledges that any breach of this Deed may cause the Commonwealth and other parties significant damage.
- 2.7. The Appointee consents to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights that he or she may have in the Deed Material, as those terms are defined in the Engagement Deed.
- 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 22 December 2025 by

SIGNED, SEALED and DELIVERED by)
 DENNIS JAMES RICHARDSON)
)

s 22(1)(a)(ii)

Signature

In the presence of:

Lisa Elliston

Name of witness

s 22(1)(a)(ii)

Signature of witness

Date:.....

