



OMBUDSMAN AN OFFICER OF
THE ACT LEGISLATIVE ASSEMBLY 

**SERVICES AGREEMENT
BETWEEN
AUSTRALIAN CAPITAL TERRITORY
AND
COMMONWEALTH OF AUSTRALIA**

1 July 2025 – 30 June 2030

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Chief Minister, Treasury and Economic Development Directorate.

COMMONWEALTH OF AUSTRALIA, represented by the Office of the Commonwealth Ombudsman (**Ombudsman**).

1. Purposes

- 1.1. Under s 28 of the *ACT Self-Government (Consequential Provisions) Act 1988* (Cth), the person holding office as the Commonwealth Ombudsman is taken to be the ACT Ombudsman until an appointment is made under the *Ombudsman Act 1989* (ACT) (the Act). As no such appointment has been made, the Commonwealth Ombudsman (the Ombudsman) is the ACT Ombudsman.
- 1.2. This Agreement sets out the financial and other arrangements between the Territory and the Ombudsman in relation to services provided by the Ombudsman from 1 July 2025 to 30 June 2030:
- as ACT Ombudsman under the *ACT Self-Government (Consequential Provisions) Act 1988* (Cth) (the SG Act) and the *Ombudsman Act 1989* (ACT) (the Act)
 - as the ACT Ombudsman under other ACT laws including:
 - *Freedom of Information Act 1989* (FOI Act)
 - *Public Interest Disclosure Act 2012* (PID Act)
 - *Children and Young People Act 2008* (CYP Act)
 - *Crimes (Controlled Operations) Act 2008*
 - *Crimes (Child Sex Offenders) Act 2005*
 - *Crimes (Surveillance Devices) Act 2010*, and
 - *Crimes (Assumed Identities) Act 2009*
 - as the Inspector of the Integrity Commission under the *Integrity Commission Act 2018* (the IC Act)
 - as the Principal Officer to the Judicial Council under the *Judicial Commissions Act 1994* (the JC Act)
 - as a member of the ACT National Preventive Mechanism (NPM) under the Monitoring of Places of Detention (Optional Protocol to the Convention Against Torture) Regulation 2024 exercising powers under the *Monitoring of Places of Detention (Optional Protocol to the Convention Against Torture) Act 2018* (MPD (OPCAT) Act)
 - as Commonwealth Ombudsman, exercising powers and performing functions under the *Australian Federal Police Act 1979* (AFP Act) in relation to community policing services provided to the ACT by the

Australian Federal Police (the AFP) from, and including, 30 December 2006, and

- as Commonwealth Ombudsman, exercising powers and performing functions under the *Ombudsman Act 1976 (Cth)* (the Ombudsman Act) in relation to community policing services provided to the ACT by the AFP.

- 1.3. The Territory and the Ombudsman first entered into a Memorandum of Understanding (MOU) in October 1998 for the Ombudsman receive funding to perform functions and exercise the powers of the ACT Ombudsman. A second MOU was entered into in September 2001 commencing 1 July 2001. A Services Agreement was subsequently signed to cover the period from 31 March 2008 (previous Services Agreement). A further Services Agreement was entered into on 1 July 2020, and was amended by exchange of letters on 2 July 2022.
- 1.4. The arrangements set out in this Agreement apply from 1 July 2025, replacing the previous Services Agreement.
- 1.5. The ACT Ombudsman is an Officer of the Legislative Assembly under section 4A of the Act. This arrangement has been in place since the Act was amended by the *Officers of the Assembly Legislation Amendment Act 2013* (Officers Act).
- 1.6. The Officers Act inserted ss 20AB and 20AC into the *Financial Management Act 1996* (FM Act) to provide a legislative framework for Officers of the Legislative Assembly to seek funding through the Speaker as part of the annual budget process.
- 1.7. This legislative framework was not applied for the ACT Ombudsman until the arrangements changed on 1 July 2020. These arrangements are reflected in this Agreement.
- 1.8. The funding amounts referenced in this Agreement are those agreed to for the relevant financial year, following the annual determination of the ACT Ombudsman budget.
- 1.9. The ACT Ombudsman budget will be determined on an annual basis, via the process outlined in the Budget Protocols for the Ombudsman. These protocols operate in broad accordance with the spirit of ss 20AB and 20AC of the FM Act concerning budget appropriations for Officers of the Legislative Assembly of the ACT.
- 1.10 In regard to the performance by the Ombudsman of the functions set out in the legislation referred to in paragraph 1.2 and under this Agreement, the Ombudsman and the Territory acknowledge that:
 - the Ombudsman is required to act in accordance with relevant legislation, and to exercise their other functions with independence and impartiality
 - the Ombudsman is required to investigate in private and may disclose information to the public only in accordance with relevant legislation
 - Members of the Executive must not seek to influence the Ombudsman, or dictate how they may perform functions or exercise powers

- the ACT Legislative Assembly must not seek to influence the Ombudsman, or dictate how they may perform functions or exercise powers, other than by enacting legislation affecting the functions and powers of the Ombudsman in their capacity as ACT Ombudsman, and
- no Territory official may seek to influence the Ombudsman, or dictate how they may perform functions or exercise powers.

1.10. Nothing in this Agreement may be read so as to require the Ombudsman to act unlawfully.

1.11. In the interests of transparency and consistent with open access obligations under the FOI Act, this Agreement will be publicly available on the internet website of the ACT Ombudsman and the directorate responsible for administering the Agreement, which is currently the Chief Minister, Treasury and Economic Development Directorate (CMTEDD).

2. General

2.1. The Territory and the Ombudsman:

- will use their best endeavours to promote a mutually co-operative and professional relationship between themselves, as well as between their respective staff members and representatives, and
- agree that the Ombudsman will assist the Territory's delivery of targeted and effective services to the ACT community, by providing information to facilitate the analysis of trends and issues in relation to:
 - public administration in the ACT, and
 - community policing services provided to the ACT by the AFP.

2.2. The Territory and the Ombudsman recognise that the Office of the Commonwealth Ombudsman, which currently performs the role of the ACT Ombudsman, is a Commonwealth Government entity that is required to comply with Commonwealth legislation. This includes the resource management framework, which governs how officials in the Commonwealth public sector use and manage public resources.

2.3. The Ombudsman will also comply with ACT legislation where relevant (for example, where the relevant legislation refers to the ACT Ombudsman specifically or an Officer of the ACT Legislative Assembly), noting that it is not a Territory agency. The Ombudsman will also follow processes outlined in the ACT Cabinet Handbook and the Assembly Process Handbook.

2.4. Part 3 of the Act provides for certain conditions of service to be met, where a person who is not the Commonwealth Ombudsman, is appointed as the ACT Ombudsman. While these provisions do not apply to the Ombudsman, it is recognised that the Ombudsman:

- is already required to disclose personal and financial interests to the relevant responsible Minister under the *Public Governance, Performance and Accountability Rule 2014*

- should not undertake any paid employment or unpaid activity that is inconsistent with ACT Ombudsman functions, and
- will advise the Speaker if a leave of absence has been granted for more than four weeks under the *Ombudsman Act 1976* (Cth) or a resignation notice has been given to the Governor-General, and will outline any acting arrangements that have been put in place.

3. Activities to be undertaken by the Ombudsman

3.1. The activities to be undertaken by the Ombudsman under this Agreement in relation to specific functions, including financial and related arrangements, are set out in separate schedules to this Agreement as outlined below:

- **Schedule A** - activities to be undertaken as the ACT Ombudsman under the Act (other than Reportable Conduct) and in relation to community policing
- **Schedule B** – Reportable Conduct activities to be undertaken as the ACT Ombudsman under the Act
- **Schedule C** – activities to be undertaken as the ACT Ombudsman under the FOI Act
- **Schedule D** – activities to be undertaken as the Inspector under the IC Act
- **Schedule E** – activities to be undertaken as the Principal Officer under the JC Act, and
- **Schedule F** – activities to be undertaken as a member of the ACT NPM under the MDP (OPCAT) Act.

Note: information about performance standards in relation to the above functions will be included on the ACT Ombudsman website and reported on annually.

3.2. It is acknowledged that the activities in specific Schedules may need to be amended on an annual basis, or as required, including where:

- the ACT Ombudsman budget for a particular financial year is determined to be less than the amount the Ombudsman stated was required to undertake the above functions
- the Ombudsman considers it appropriate to prioritise specific activities for a particular financial year to exercise maximum influence in terms of improvements to public administration in the ACT, and
- the Ombudsman considers it necessary to de-prioritise certain activities for a particular financial year due to a substantial increase in workload volumes.

3.3. The Territory and Ombudsman agree that any variation to the activities in specific Schedules will be managed via variation to this Agreement (an exchange of letters) between the Ombudsman and the directorate responsible for managing this Agreement, which is currently CMTEDD.

3.4. The relevant directorates maintain policy responsibility for the required activities. For example:

- Where amendments to **Schedules C or F** are required, consultation will occur with the Justice and Community Safety (JACS) prior to any exchange of letters.
- Where amendments to **Schedule E** are required, consultation will occur with JACS and the Judicial Council prior to any exchange of letters.

3.5. The Ombudsman will cooperate with and participate in any inquiry conducted by the ACT Legislative Assembly, which is relevant to the Ombudsman. This includes annually appearing before the following Committees:

- Budget Estimates Committee
- the Standing Committee on Public Accounts in relation to the Annual Report Hearings and other inquiries, and
- the Standing Committee on the Integrity Commission and Statutory Office Holders in relation to the Annual Report for the Inspector function and other inquiries.

3.6. The Ombudsman will provide responses to Questions on Notice from the ACT Legislative Assembly as required in accordance with time frames.

3.7. If requested, the Ombudsman will provide the relevant sections of any ANAO financial audit report or internal audit, which covers management of its Territory funding, to CMTEDD and/or the ACT Audit Office for its review.

3.8. The Ombudsman will also cooperate with the ACT Audit Office where they are undertaking an inquiry into programs that the ACT Ombudsman delivers on behalf of the Territory (for example, oversight of the FOI Act), or the Territory requests a review of ACT Ombudsman delivered functions to be undertaken.

3.9. A member of the ACT Executive, a Director-General or a Territory agency head may request the Ombudsman conduct an investigation in relation to a particular matter. Such a referral is at the sole discretion of the Ombudsman to decide, see section 4B of the Act (Independence of the Ombudsman). The Ombudsman will consider whether the investigation can be undertaken within existing resources and if it is consistent with current office priorities. Alternatively, a charge for these services may be required (see section 6).

4. Activities to be undertaken by the Territory

4.1. To facilitate the Ombudsman's performance of their functions, as ACT Ombudsman, the Territory will advise the Ombudsman's Office as soon as practicable about:

- proposed changes to, and the introduction of, relevant legislation or significant policy that may affect the role of the Ombudsman
- any possible new functions for which the Ombudsman is being considered, and any related changes to funding arrangements

- changes to administrative arrangements, and
 - changes to directorate contact details.
- 4.2. The Territory will provide the Ombudsman with information in a manner consistent with its obligations under the Commonwealth Protective Security Framework, which is aligned with ACT Government protective security arrangements, as well as the ACT Cabinet Handbook and Assembly Process Handbook.
- 4.3. The Territory will provide necessary access to ACT Government IT systems to allow the Ombudsman to undertake their duties.

5. Reporting and Governance

- 5.1. The Ombudsman will publish an annual report in respect of the previous financial year, and will table the report in accordance with Territory annual reporting timeframes and processes. As an Officer of the Legislative Assembly, the ACT Ombudsman's annual report is required to be provided to the Speaker for presentation to the Legislative Assembly.
- 5.2. It is noted that the *Annual Reports (Government Agencies) Directions* made under the *Annual Reports (Government Agencies) Act 2004* do not apply to the ACT Ombudsman, as an Officer of the Legislative Assembly.
- 5.3. The Ombudsman will, nevertheless, seek to include similar information in their report to that required under these directions, other than where this information is reported in the Commonwealth Ombudsman's Annual Report for the Office of the Commonwealth Ombudsman – for example, detailed financial information consistent with Commonwealth agency reporting obligations (see paragraph 2.2 above). While financial statements will not be included, the annual report will explain the funding made available to the Ombudsman for that year and how this has been allocated to the specific functions outlined in schedules to this Agreement.
- 5.4. As outlined in Schedules C and D, the Ombudsman will also publish reports on an annual basis, as required, under the FOI and IC Acts. These reports may be published in a single volume with the Annual Report.
- 5.5. These reports must not contain any personal information that is not already publicly available without the consent of the person concerned.
- 5.6. The Ombudsman will provide a high-level summary of the ACT Ombudsman financial position:
- within 30 working days of the end of the calendar year in a letter to the ACT Head of Service, and
 - in a letter to the ACT Head of Service following publication of the ACT Ombudsman annual report.
- 5.7. The Ombudsman may discuss these reports at the Strategic Board (made up of all Directors-General).

- 5.8. The Ombudsman may, from time to time, provide additional reports as outlined under the Act in relation to investigations of actions conducted under the Act.
- 5.9. The Act provides that the ACT Ombudsman may delegate the ACT Ombudsman's functions under that Act or another Territory law. Current delegations instruments will be made available via the ACT Ombudsman website.

6. Agreed funding amounts and charges for services

- 6.1. As noted above, the ACT Ombudsman budget will be determined on an annual basis via the process outlined in the budget protocols for the Ombudsman. As a Commonwealth agency, the Ombudsman will use the Commonwealth Department of Finance's budget assumptions and templates in developing its budget.
- 6.2. The agreed funding amounts for a particular financial year will be confirmed in writing via a letter from the ACT Chief Minister to the Ombudsman, once the annual budget process is finalised, or as otherwise agreed between the Chief Minister and the Ombudsman, where budget processes are unexpectedly delayed and interim arrangements are required.
- 6.3. The total agreed funding amount to be provided to the Ombudsman will be included in the budget papers for the directorate responsible for administering this Agreement.
- 6.4. The funding amount for services provided by the Ombudsman on behalf of the Territory can also be changed, on an interim basis, via an exchange of letters between the Ombudsman and the ACT Chief Minister, including where it is agreed that:
- the Ombudsman will commence the performance of new functions on behalf of the Territory, as outlined at section 10.3
 - a function undertaken by the Ombudsman has changed significantly, due to substantial increases in volumes and/or responsibilities that cannot be managed by re-prioritising activities for the financial year or providing reduced service standards for a limited period in consultation with the Territory, or
 - the Ombudsman undertakes an independent review or investigation of a specific matter at the request of a member of the ACT Executive, a Director-General or a Territory agency head, that the Ombudsman considers will exceed available resources when balanced with other oversight priorities.

7. Additional revenue

- 7.1. Formal training in complaints handling and investigation for Territory agency staff or AFP staff, may be provided by the Ombudsman on a cost recovery basis.
- 7.2. Formal training in allegation handling and investigations involving Reportable Conduct for staff of designated and non-designated entities may be provided by the Ombudsman on a cost recovery basis.

- 7.3. Formal training in the assessment of access applications and publication of open access information under the FOI Act for Territory agency staff may be provided by the Ombudsman on a cost recovery basis.
- 7.4. Formal training of Integrity Commission staff may be provided by the Ombudsman on a cost recovery basis.

8. Payment arrangements

- 8.1. The Ombudsman will provide the Territory with one properly rendered, tax invoice in respect of the services to be delivered under this Agreement in that financial year.
- 8.2. The invoice will be generated after 31 August of the relevant year. Unless stated otherwise, the services provided by the ACT Ombudsman are exclusive of GST.

Note: the above arrangements are in place due to the Supply Period arrangements that operate until the Appropriation Bills have passed in the Legislative Assembly. Each year, the Appropriation Bills are debated in the Legislative Assembly in August. Even though the Ombudsman is not being appropriated directly, these bills need to pass before the relevant funding will be available to the Ombudsman.

- 8.3. The Territory will pay a properly rendered tax invoice provided under paragraph 8.1 within **30 days** of receipt.
- 8.4. Payments in relation to additional services provided under this Agreement are due and payable within 30 days of the provision of a properly rendered tax invoice to the Territory by the Ombudsman.

9. Term

- 9.1. This Agreement commences on the date of this Agreement and expires on **30 June 2030**, unless terminated or varied as provided for under section 10 of this Agreement.
- 9.2. Variations to the Schedules may be needed each year following the agreed budget process for ACT Ombudsman funding as outlined above.

10. Termination and variation

- 10.1. The Territory and the Ombudsman agree that either of them may:
- seek a variation of this Agreement, by providing notice in writing
 - seek a replacement of this Agreement, by providing a minimum of three months' notice in writing, or
 - terminate this Agreement by giving a minimum of three months' notice in writing.
- 10.2. In the event that this Agreement is terminated or varied to remove a particular function outlined in the Schedules, the Territory and the Ombudsman agree to provide each other with reasonable assistance to enable the functions

performed by the Ombudsman as ACT Ombudsman, or in relation to the policing arrangement, to be performed by some other entity.

- 10.3. Where it is agreed that additional functions are to be undertaken by the Ombudsman and commenced during a particular financial year, it is intended that funding for these be managed initially via an exchange of letters between the ACT Chief Minister and the Ombudsman, with the relevant function to be included as a schedule in this Agreement when it is updated for the following financial year. These letters should also specify any additional funding that will be provided to the Ombudsman for the relevant financial year.

11. Consultation

- 11.1. The Territory and the Ombudsman will initiate consultations with the other party when either of them considers it appropriate to do so.
- 11.2. The Ombudsman will consult with other oversight agencies in the ACT including the ACT Human Rights Commission, the ACT Custodial Inspector, the ACT Auditor-General, the ACT Public Sector Standards Commissioner, the ACT Integrity Commissioner, to ensure that the oversight agencies work together to provide effective oversight of areas of mutual concern, and avoid duplication of effort.

12. Dispute resolution

- 12.1. Any dispute over the interpretation or application of this Agreement must first be the subject of negotiation between the parties to resolve that dispute.
- 12.2. Neither the Territory, nor the Ombudsman, may initiate action to terminate this Agreement until after the expiry of **30 days** from a request to open negotiations to resolve such dispute.

13. Severability

- 13.1. Those parts of this Agreement that relate to the Ombudsman's exercise of their responsibilities under ACT legislation may be severed from those parts that relate to their responsibilities under Commonwealth legislation.

14. Dictionary

- 14.1. In this Agreement, unless the contrary intention appears:

Agreement means this agreement and includes the schedules and attachments to this agreement.

ACT Ombudsman refers to the Office of Ombudsman established by s 4 of the Act

community policing means services provided to the ACT by the AFP

Executive means the ACT Executive established by s 36 of the SG Act and constituted by the Chief Minister, and other Ministers as are appointed by the Chief Minister

Ombudsman means the Commonwealth Ombudsman established by s 4 of the *Ombudsman Act 1976* (Cth), who, under s 28 of the SG Act, is taken to be the ACT Ombudsman until the Speaker appoints an ACT Ombudsman.

Territory agency means an administrative unit or prescribed authority established under a law of the ACT and, for the avoidance of doubt, it does not include ACT Policing.

Superseded

EXECUTED AS AN AGREEMENT ON.....*30 June 2025*.....

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

)
) *[Signature]*
)
Signature of Territory delegate

[Signature]
.....

Signature of witness

Kathy Leitch
.....

Print name

Daniel Anderson
.....

Print name

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA in the
presence of:

)
) *[Signature]*
)
Signature of Commonwealth Ombudsman

[Signature]
.....

Signature of witness

Iain Anderson

Stephanie Kegan
.....

Print name

Schedule A

Activities to be undertaken as the ACT Ombudsman under the Act (other than Reportable Conduct) and in relation to community policing

Purpose

1. This Schedule is an attachment to the Agreement. It sets out:
 - the arrangements between the Territory and the Ombudsman for the provision of services by the Ombudsman in accordance with the *Ombudsman Act 1989* (ACT) (the Act)
 - the arrangements between the Territory and the Ombudsman for the provision of services by the Ombudsman in relation to community policing. These services are performed by the Ombudsman in their role as the Commonwealth Ombudsman.
2. Under section 8 of the *Australian Federal Police Act 1979* (AFP Act), the Territory has entered into an arrangement with the Commonwealth Minister responsible for the AFP under which it pays the Commonwealth for the provision of police services ('the policing arrangement').
3. Under this Agreement, the Territory is to pay the Ombudsman for performing functions and exercising powers under the AFP Act in relation to community policing services provided by the AFP to the ACT under the policing arrangement.
4. It is noted that the Ombudsman also oversees the use of covert, coercive and intrusive powers by the AFP:
 - as the Commonwealth Ombudsman under the following legislation:
 - *Crimes Act 1914*
 - *Criminal Code Act 1995*
 - *Telecommunications Act 1977*
 - *Surveillance Devices Act 2004*, and
 - *Telecommunications (Interception and Access) Act 1979*.
 - as the ACT Ombudsman under the:
 - *Crimes (Child Sex Offenders) Act 2005*
 - *Crimes (Surveillance Devices) Act 2010*
 - *Crimes (Controlled Operations) Act 2008*, and
 - *Crimes (Assumed Identities) Act 2009*.

Required activities as ACT Ombudsman

5. Activities to be undertaken by the Ombudsman in their capacity as ACT Ombudsman, under the Act and this Agreement are:

- managing individual complaints received about Territory agencies, including informal resolution and/or formal investigation when warranted
 - conducting own motion investigations in relation to Territory agencies
 - the performance of required functions and the exercise of powers under the PID Act
 - the performance of required functions and the exercise of powers under Division 2.2 of the Act in relation to the *Crimes (Child Sex Offenders) Act 2005* (ACT)
 - outreach activities directed to informing the public and Territory agency staff about the role of the Ombudsman
 - advice to the ACT on the implications for service delivery of proposed policy changes, either by way of the Executive (Cabinet) process, or otherwise
 - submissions to relevant formal inquiries, including Legislative Assembly Committees
 - liaison with Territory agency staff on the development of improved complaint handling procedures and best practice public administration
 - monitoring of Territory agency complaints handling mechanisms,
 - formulation of recommendations to improve public administration, and monitoring of the implementation of those recommendations, and.
 - inspections of law enforcement agencies under section 42 of the *Crimes (Surveillance Devices) Act 2010*, section 31 of the *Crimes (Controlled Operations) Act 2008* and section 41 of the *Crimes (Assumed Identities) Act 2009*.
6. Services provided by the ACT Ombudsman relating to the Reportable Conduct scheme are outlined separately at **Schedule B**.

Required activities in relation to community policing

7. Activities to be undertaken by the Ombudsman under this Agreement or relevant legislation in regard to community policing services provided to the Territory by the AFP include:
- managing individual complaints received about ACT Policing, including informal resolution and/or formal investigation when warranted
 - conducting own motion investigations in relation to ACT Policing
 - outreach activities directed to informing the public and ACT Policing staff about the role of the Ombudsman in terms of ACT Policing oversight
 - submissions to relevant formal inquiries, including Legislative Assembly Committees
 - liaison with ACT Policing on the development of improved complaint handling procedures and best practice public administration, and

- monitoring of ACT Policing complaints handling mechanisms and the inspection of AFP records relating to the handling of complaints under the AFP Act
 - monitoring of implementation of any Ombudsman recommendations made to ACT Policing.
8. The Ombudsman will inform the ACT Minister responsible for police of the outcome of significant investigations relating to ACT community policing. That advice will be provided as soon as practicable, subject to procedural fairness requirements.
9. In addition to notifications the Ombudsman is required by law to give to a Minister in the course of an investigation, the Ombudsman will, where it is lawful and appropriate to do so, copy to the ACT Minister responsible for police matters any notification they are required by the AFP Act to give to the Commonwealth Minister responsible for the AFP where the investigation relates to action taken under the policing arrangement.

Reporting

10. The ACT Ombudsman annual report, will include information about:
- the number of complaints about Territory agencies and ACT Policing received by the Ombudsman
 - the timeliness of complaints processed
 - the results and outcomes of investigations conducted, and
 - complaint trends identified by the Ombudsman.

Schedule B

Reportable Conduct activities to be undertaken as the ACT Ombudsman under the Act

Purpose

1. This Schedule is an attachment to the Agreement. It sets out the arrangements between the Territory and the Ombudsman for the provision of services by the Ombudsman in relation to the Reportable Conduct scheme in accordance with the *Ombudsman Act 1989* (the Act).

Required activities

2. In addition to the activities outlined in **Schedule A**, the Ombudsman in their capacity as ACT Ombudsman, under the Act and this Agreement will perform the functions and exercise the powers required of the Ombudsman under Division 2.2A of the Act.

Reporting

3. The ACT Ombudsman annual report will include information about:
 - the number of allegations of which the Ombudsman was notified
 - notifications received by sector
 - allegation categories/types
 - the outcome of these allegations,
 - actions taken by entities, and
 - the number of allegations referred to the Australian Federal Police (AFP).

Schedule C

Activities to be undertaken as the ACT Ombudsman under the FOI Act

Purpose

1. This Schedule is an attachment to the Agreement. It sets out the arrangements between the Territory and the Ombudsman for the provision of services by the Ombudsman in accordance with the *Freedom of Information Act 2016* (FOI Act).

Required Services

2. The Ombudsman, in their capacity as the ACT Ombudsman, is to perform the functions and exercise the powers required of the Ombudsman under Part 7 of the FOI Act in accordance with any statutory timeframes, including:
 - conducting merits review of decisions
 - investigating complaints
 - granting extensions of time
 - monitoring of the open access information scheme
 - monitoring compliance with the ACT Chief Minister's annual statement, and
 - reporting annually on the operation of the FOI Act.
3. The Ombudsman agrees to maintain the developed set of FOI guidelines and hold regular FOI practitioners forums (at least one per year).

Reporting

4. Each year, the Ombudsman will prepare a report on the annual operation of the FOI Act and give the report to the Speaker for presentation to the Legislative Assembly as required under s 67 of the FOI Act. This report may be included in the ACT Ombudsman's Annual Report.
5. The ACT Ombudsman annual report will include information about:
 - the number of complaints, review applications and extension of time applications received
 - the outcome of these applications and complaints, and
 - trends in agency compliance with the FOI Act.

Schedule D

Activities to be undertaken as the Inspector under the IC Act

Purpose

1. This Schedule is an attachment to the Agreement. It sets out the arrangements between the Territory and the Ombudsman for the provision of services by the Ombudsman in accordance with the *Integrity Commission Act 2018* (IC Act).
2. Section 229 of the IC Act provides for the Ombudsman to be the Inspector of the Integrity Commission (the Inspector) until an appointment is made.

Required Services

3. The Ombudsman, in their capacity as the ACT Ombudsman, will perform the functions and exercise the powers required of the Inspector under Part 5 of the IC Act in accordance with any statutory timeframes, including:
 - assessing and investigating complaints about the Commission and Commission staff
 - assessing and reporting on the Commission's compliance with the IC Act, including through an annual operational review
 - making recommendations to the Commission about practices or procedures in relation to the performance of functions under the IC Act
 - monitoring the implementation of recommendations
 - conducting own initiative investigations
 - receiving monthly reports from the Commission relating to its operations.
4. This includes completion of an annual operational review as required under s 280 of the IC Act.

Reporting

5. Each year, the Ombudsman will prepare an annual operational review of the IC Act as required under s 280 of the IC Act to be included in the Inspector's Annual report as required by Division 5.4.3 of the IC Act. The Inspector's Annual Report will be provided to the Speaker. The Inspector's Annual Report may be included in the ACT Ombudsman's Annual Report.

Schedule E

Activities to be undertaken as the Principal Officer under the JC Act

Purpose

1. This Schedule is an attachment to the Agreement. It sets out the arrangements between the Territory and the Ombudsman for the provision of services by the Ombudsman in accordance with the *Judicial Commissions Act 1994* (JC Act).
2. Section 5H of the Act provides that the Council is to be supported in the exercise of its functions by a Principal Officer and other staff considered suitable by the Council.
3. The Principal Officer is to exercise such functions as are delegated by the Council. Section 5I(2) sets out the functions that cannot be delegated.

Required Services

4. The Ombudsman will be the Principal Officer of the Council and will provide one or more staff members from the Ombudsman's office to assist in performing the Principal Officer role in accordance with s 5H of the Act.
5. The Principal Officer and staff will undertake the Council's complaint functions as are delegated to the Principal Officer by the Council pursuant to s 5I and will provide such assistance or support as required in relation to all the Council's complaint functions.
6. The Principal Officer and staff will provide secretariat support to the Council, and assist the Council to liaise with stakeholders including equivalent bodies in other jurisdictions.

Reporting

7. The Principal Officer will draft a report to the Attorney-General each year as required by s 61A of the Act for the Council's consideration. This report will be separate to the ACT Ombudsman annual report.

Charges

8. Outgoings such as audio recording, medical examinations and legal support are subject to the Council's prior approval and must be separately invoiced to the Chief Executive Officer, ACT Courts and Tribunal.
9. It is noted the ACT Courts and Tribunals have agreed to provide the Council with:
 - access to meeting rooms
 - support in obtaining files, and
 - transcripts and, if required, recordings of hearings.

Schedule F

Activities to be undertaken as member of the ACT NPM under the MPD (OPCAT) Act

Purpose

1. This Schedule is an attachment to the Agreement. It sets out the arrangements between the Territory and the Ombudsman for the provision of services by the Ombudsman in accordance with the *Monitoring of Places of Detention (Optional Protocol to the Convention Against Torture) Act 2018* (MPD (OPCAT) Act).

Required Services

2. The Ombudsman in their capacity as a member of the ACT National Preventive Mechanism is to perform functions and exercise the powers under Part 1A of the MPD (OPCAT) Act, including:
 - examining the treatment of detainees in places of detention;
 - making recommendations and observations to responsible entities for places of detention, and
 - submitting proposals and observations concerning existing or draft legislation that relates to detainees or places of detention.
3. The Ombudsman will provide the ACT NPM Coordinator for the ACT NPM, supporting all entities prescribed as comprising the NPM under the Monitoring of Places of Detention (Optional Protocol to the Convention Against Torture) Regulation 2024.

Reporting

4. The ACT Ombudsman's annual report will include information about activities the Ombudsman has conducted under the MPD (OPCAT) Act.