

Ethics and Integrity Adviser for Members of the Legislative Assembly for the Australian Capital Territory – Appointment 2025

made under the resolution of the Legislative Assembly for the Australian Capital Territory
dated 10 April 2008 (as amended)

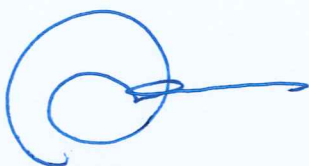
*Ethics and Integrity Adviser for Members of the Legislative Assembly for the Australian Capital Territory –
Appointment*

Appointment of Ethics and Integrity Adviser

I appoint:

Mr Stephen Skehill

as Ethics and Integrity Adviser, commencing on 21 April 2025 and ending six months
after the election of the 12th Legislation Assembly upon the conditions in the
attached schedule.



Mark Parton MLA
Speaker

10 April 2025

Schedule to the Appointment of Stephen Skehill as Ethics and Integrity Adviser (Appointee)

Conditions

1. Duties—Provision of Advice

- (1) The Appointee will:
 - (a) advise any member (**Member**) of the Legislative Assembly for the Australian Capital Territory (**Assembly**), when asked to do so by the Member, on ethical or integrity issues concerning the exercise of their role as a Member (including the use of entitlements and potential conflicts of interest), and
 - (b) give advice that is not inconsistent with any code of conduct or other guidelines adopted the Assembly.
- (2) The Appointee will not provide any legal advice to any Member.
- (3) In carrying out the duties pursuant to this appointment, the Appointee shall exercise all the care, skill and diligence that can reasonably be expected of a person having the same responsibilities under an appointment for the purpose of providing advice on matters of ethics and integrity to Members.

2. Records and Reports

The Appointee shall:

- (a) keep records of advices given to Members and the factual information upon which they are based,
- (b) (subject to any lawful obligation or requirement to make records available) make available their records on the request of the Assembly or if the Member to whom the records relate has given permission for the records to be produced,
- (c) meet at least annually (subject to invitation) with the Assembly's Standing Committee on Administration Procedure (the Committee) for a discussion on matters raised and possible proposals to address them, and
- (d) report to the Assembly on an annual basis detailing:
 - (i) the number of ethical matters raised with them,

- (ii) the number of Members who sought advice on any issues concerning Members' entitlements that have given rise to requests for ethics advice,
- (iii) suggested proposals to address relevant issues, and
- (iv) such other matters as the Appointee considers appropriate.

3. Remuneration and Reimbursement

- (1) The Appointee will be remunerated at the rate of \$21,000 (GST inclusive) per annum for up to 40 hours in equal instalments monthly in arrears. Where any period of appointment is for less than a year, the rate of remuneration and included hours are to be pro-rated on a monthly basis over that period.
- (2) If the Appointee is required to act under this appointment in excess of 40 hours per annum (or the equivalent pro-rata period for periods of an appointment that are under a year), they shall be remunerated for such hours in arrears at the rate per hour calculated by dividing the current annual remuneration by 40. The total amount of remuneration shall not exceed \$40,000 (GST inclusive) in any one year without the prior agreement of the Speaker.
- (3) The Appointee will be reimbursed such reasonable expenses as they reasonably incur in the performance of their duties.

4. Confidentiality and Conflicts of Interest

The Appointee shall execute a deed of confidentiality and conflict of interest in a form approved by the Speaker of the Assembly (Speaker) and will otherwise:

- (a) maintain the confidentiality of information provided to them and any advice given in exercising the advisory role but may make public any advice if the Member who requested the advice gives permission for it to be made public or as required by the Assembly,
- (b) disclose to the Speaker any conflict, including any potential conflict, of interest or circumstances which might reasonably be perceived as giving rise to a conflict, or potential conflict, with the performance of the Appointee's duties, and will resolve the conflict or circumstances in a manner directed by the Speaker,
- (c) not engage in activities, whether for remuneration or otherwise, that could conflict with the proper performance of the Appointee's duties without the approval of the Speaker in writing.

5. Property and Confidentiality

- (1) Subject to applicable legislation, all documents, papers and materials that are provided to the Appointee by the Assembly (including any of its committees) during the term of the appointment in connection with the performance of any duties referred to in these conditions shall, unless otherwise notified by the Speaker or the Clerk to the Appointee, remain the property of the Assembly and the Appointee shall keep such documents, papers and materials and the information contained in them confidential unless such are already in the public domain.
- (2) The Appointee will retain copies of materials concerning the performance of their duties (including their advices to Members) for a period of seven years from the date of appointment.

6. Legal assistance

- (1) The Territory will provide the Appointee with reasonable legal assistance to defend (either through providing legal representation or reimbursing legal costs and expenses for legal representation at its discretion), arising out of civil legal proceedings against the Appointee as a result of the Appointee's performance of their official duties.

7. Termination

- (1) The Appointee may resign in writing to the Speaker or may be removed from office for proved misbehaviour or mental incapacity on a resolution agreed to by the Assembly.