



## 3. Probity Plan

### Planning Proposal for [Insert Project Title]

Template	What is Covered
1. Project Overview	This document provides information on the project background, scope of works, project program and risk management.
2. Communications Plan	This document details key messages, stakeholders and communication mechanisms at different stages of the planning process.
3. Probity Plan	This document provides information on project governance, probity management and procedures.
4. Fee Agreement	This document sets out the contract agreement for Council to undertake precinct planning at full cost recovery.

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## ABBREVIATIONS

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CP	S7.11 Contributions Plan
DCP	Development Control Plan
DPE	NSW Department of Planning and Environment
EP&A Act	NSW Environmental Planning and assessment Act 1979
GSC	Greater Sydney Commission
ILP	Indicative Layout Plan
LGA	Local Government Area
PCG	Project Control Group
s7.11	S7.11 of the EP&A Act
SEPP	State Environmental Planning Policy
SINSW	School Infrastructure New South Wales
SWGA	South West Growth Area
VPA	Voluntary Planning Agreement
WIKA	Works In Kind Agreement

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## DEFINITIONS

Term	Definition
Council	Refers to Camden Council.
Council officer	Refers to an employee of Camden Council either appointed to the Project or providing technical input to the Project.
Department	Refers to the NSW Department of Planning & Environment.
Project	Refers to the Planning Proposal and associated work relating to [Insert Project Title] 5 within the [Insert Broader Precinct].
Council Project Manager	Refers to the Project Manager appointed by Council.
Project Participant	Refers to any person who is involved in the Project – including representatives from the Department, Council, other NSW Government agencies, the Proponent, the landowner, and consultants.
Proponent	Refers to [Insert Proponent], and any consultant (including the Lead Consultant) acting on the behalf of [Insert Proponent].
Lead Consultant	Refers to [Insert Consultant] acting on behalf of the Proponent.
Master Planner	Refers to an appointed consultant to assist with the detailed level master planning of the Precinct.
Camden Precinct Collaboration Group (Camden PCG)	Comprises a member or members of the Executive of the Department; a member or members of the Executive of Council; and a member or members of the Executive of other NSW Government agencies.
[Insert Project Name] Project Control Group (Precinct PCG)	Comprises the Council Project Manager, Team Leader Strategic Planning, Manager Strategic Planning and may include senior management staff of Council (as required); and members of other NSW Government agencies (as required).
[Insert Project Name] Project Working Group (PWG)	Comprises the Council Project Manager and Project Officers, Team Leader Strategic Planning and may include senior management staff of Council; the Proponent; key consultants (as required) and members of other NSW Government agencies (as required).
The Precinct	Refers to the [Insert Project Name] of the [Broader Precinct] as per <b>Figure 1</b> .



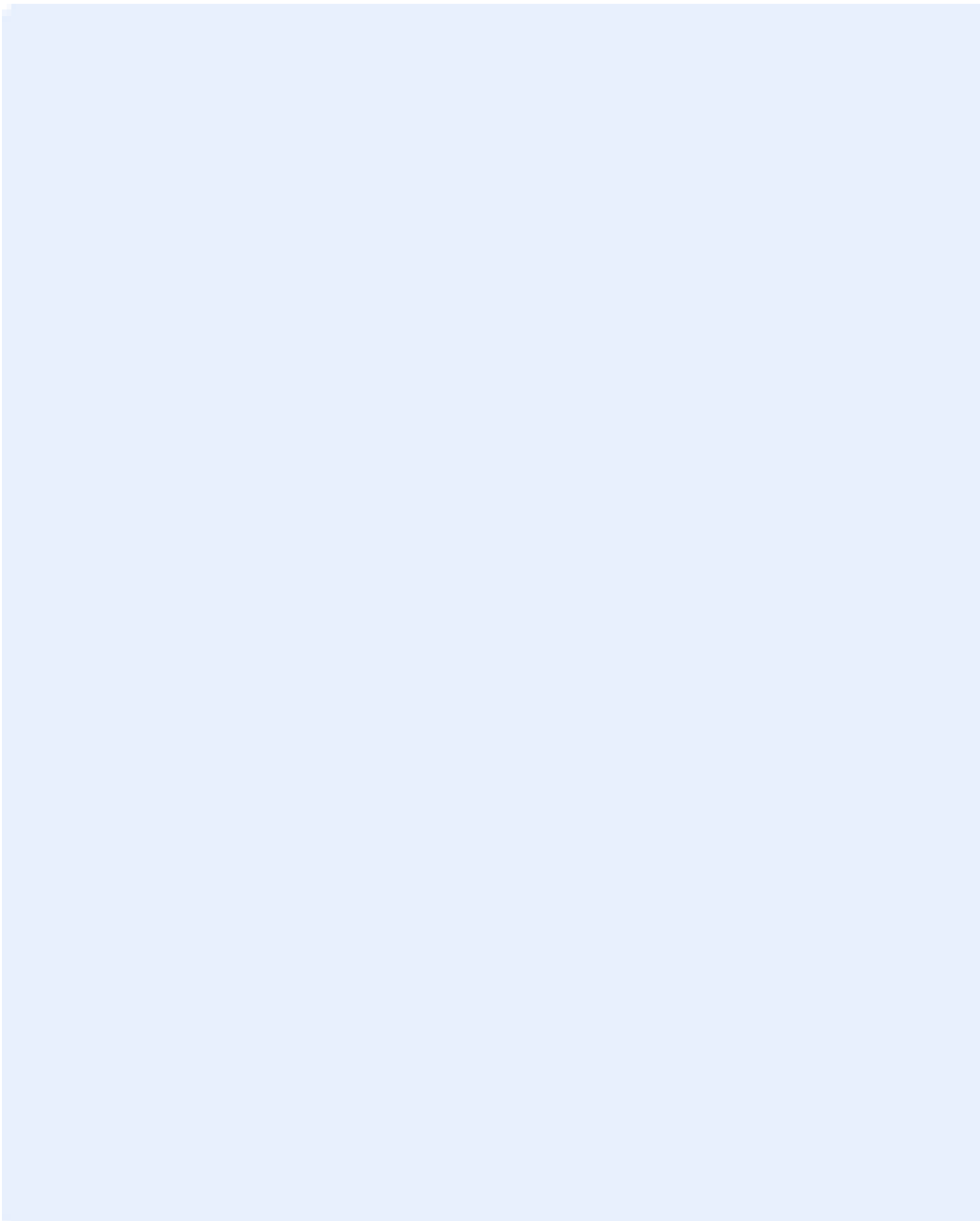
Precincts SEPP	Refers to <i>State Environmental Planning Policy (Precincts – Western Parkland City) 2021</i>
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## I INTRODUCTION

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- **1.1 Planning Context**

The Precinct is the subject of a Planning Proposal that has been submitted to Council by the Proponent. (insert locality map below)



On 2 November 2019, the Minister for Planning and Public Spaces (the Minister) announced a new approach to precinct planning. The announcement followed a review of 51 precincts across Greater Sydney, which concluded that the Department of Planning, Industry and Environment ('the Department') could better target its role in the delivery of precincts by giving more responsibility to Councils, leaving the State to focus on priority precincts.

Under this new approach to Precinct Planning, the Collaborative Planning pathway; that Camden Council ('Council') is empowered to plan for its local area, and the Department will play a coordination role to facilitate collaborative partnerships between the Department and Council to resolve complex issues involving other State agencies.

Camden Council will now lead planning the Precinct and has appointed a Council officer as the Project Manager for the Planning Proposal. The Department will play a coordination role, such as coordinating State agency input and resolving complex issues.

On [Date], the proponent lodged the Planning Proposal for the Precinct.

## • 1.2 Purpose of the plan

The purpose of this Governance & Probity Plan ('Probity Plan') is to provide a framework for the Belmore Road Precinct Collaboration Project ('the Project') to ensure that the highest probity standards are adopted and maintained throughout the Project.

This Probity Plan applies to all participants in the Project ('Project Participants') to ensure open, transparent and accountable planning processes that meet NSW Government objectives to support economic and population growth in the public interest.

## • 1.3 Legislative and Planning Framework

The legislative and policy framework that guides the assessment of planning proposals of State or regional environmental planning significance primarily consists of:

- *Environmental Planning and Assessment Act 1979* (EP&A Act);
- *Greater Sydney Region Plan – A Metropolis of Three Cities*;
- *Western City District Plan*;
- *Camden Local Strategic Planning Statement*;
- Relevant State Environmental Planning Policies;
- Directions made by the Minister pursuant to Section 9.1 of the *Environmental Planning and Assessment Act 1979* (NSW);
- *South West Special Infrastructure Contributions Scheme*;
- *Camden Growth Centre Precincts Development Control Plan*; and
- *Growth Centres Development Code (2006)*.

## • 1.4 Precinct Planning Principles

The outcomes of precinct planning are to amend the State Environmental Planning Policy (*Precincts – Western Parkland City*) 2021 and the Camden Growth Centre Precincts Development Control Plan (Growth Centre DCP) to enable development in the precinct.

The Minister is ultimately responsible for the Precincts SEPP and the Secretary of the Department is responsible for the Growth Centre DCP. The Department is responsible for advising the Minister regarding the Project. In some circumstances, the Minister may delegate their approval function to the Department's senior officers.

Planning outcomes benefit from consultation with landowners during the planning process.

The key precinct planning principles are:

- to ensure development is undertaken in a timely and orderly manner and provides early onset of infrastructure;
- to encourage the orderly economic use and development of land, and the creation of housing diversity and employment land within the Precinct.
- to protect and enhance the natural environment and promote resilience and sustainability within the Precinct.
- to ensure adequate open space, recreational activities and facilities are provided in a timely manner to support the needs of a growing, healthy, diverse and integrated community; and
- to ensure that urban development within the Precinct is integrated with planned/established surrounding areas.

## 2 ROLES OF KEY PARTIES

All participants in the Project are bound by the provisions of this Probity Plan.

Stakeholder	Roles and Responsibilities
1. NSW Department of Planning Environment (DPE)	<ul style="list-style-type: none"> <li>• The Department has the primary role of administering the planning system under the Environmental Planning &amp; Assessment Act 1979 (NSW).</li> <li>• The Department is represented in the Camden Precinct Collaboration Group ('Camden PCG')</li> <li>• The Department may be represented in the Project Control Group ('PCG') and Project Working Group ('PWG') for the Project (if and when required).</li> <li>• The Department is to coordinate with NSW Government agencies to assist the PCG and/or the PWG (when required).</li> <li>• The Department is to advise the Minister in the final Precinct Planning process for State Environmental Planning Policy and Development Control Plan amendments.</li> <li>• The Department is responsible to undertake a review and finalise the draft South West Growth Area (SWGA) Structure Plan.</li> </ul> <p>Officers of the Department are bound by the Department's Code of Conduct, other relevant NSW Government policies and procedures, and the provisions of the Independent Commission Against Corruption Act 1988 (NSW).</p>
Camden Council	<ul style="list-style-type: none"> <li>• Council plays the key role in delivering the Project, with the support of the Department.</li> <li>• Council is represented by Council officers in the PCG and PWG for the Project.</li> </ul>

	<ul style="list-style-type: none"> <li>• Council officers will appoint a Project Manager ('Council Project Manager') to provide the day-to-day management of the Project, including chairing and facilitating PWG meetings and liaising with the PCG.</li> <li>• Council is to be updated/consulted regarding the Project regularly via Councillor Workshops during the Precinct Planning process.</li> <li>• Council is responsible for approving and implementing a Project Communications Strategy. Council is to be the point of contact for the local community and represent the local community on matters of local significance.</li> <li>• Where a Development Contributions Plan (Contributions Plan) is required, Council is responsible for the preparation and approval of a Contributions Plan toward the provision or improvement of amenities or services pursuant to Section 7.11 of the <i>Environmental Planning &amp; Assessment Act 1979</i> (NSW).</li> <li>• Council is the Consent Authority for approval once the Precinct Planning proposal is lodged with Council, as regulated by the <i>Environmental Planning &amp; Assessment Act 1979</i> (NSW). Council will remain the Consent Authority once the Growth Centres SEPP and Development Control Plan are in operation unless otherwise authorised by the <i>Environmental Planning &amp; Assessment Act 1979</i> (NSW).</li> </ul> <p>Officers of Council are bound by Council's Code of Conduct, other Council policies and procedures, planning legislation and the provisions of the <i>Independent Commission Against Corruption Act 1988</i> (NSW).</p>
<p>Proponent (including Lead Consultant)</p>	<ul style="list-style-type: none"> <li>• The Proponent is to participate in the PWG but does not participate in [Insert Project Name] PCG. The Proponent may only be represented by the Lead Consultant in the PCG.</li> <li>• The Proponent is to undertake all studies regarding the Project in collaboration with the PWG, to inform the Precinct Planning process; and the Proponent is to cover all costs associated with research for the Precinct Planning process.</li> <li>• The Proponent is responsible for the preparation of an Infrastructure Implementation Plan, including an Infrastructure Servicing Strategy for servicing infrastructure relevant to the Precinct Planning process. The Proponent is to liaise with service providers and authorities and obtain written approval from each</li> </ul>

	<p>party to ensure that the Infrastructure Implementation Plan and Infrastructure Servicing Strategy are prepared efficiently and in accordance with the staging development of Precinct Planning.</p> <ul style="list-style-type: none"> <li>• The Proponent is to ensure open communication between consultants appointed by it and the Council Project Manager.</li> <li>• The Proponent is to ensure the Project reflects the collaborative vision established for the area.</li> <li>• The Proponent is to participate in a pre-lodgment meeting with Council prior to lodging the Precinct Planning proposal with Council.</li> <li>• The Proponent is to have the same rights as all landowners and the community to respond to planning documents exhibited for public comment.</li> <li>• The Proponent is bound by relevant government planning policies and relevant legislation including but not limited to the <i>Local Government and Planning Legislation Amendment (Political Donations) Act 2008</i> (NSW) and the <i>Independent Commission Against Corruption Act 1988</i> (NSW).</li> </ul> <p><i>Note: A new Probity plan may be enacted in circumstances where there are changes to the primary land ownership in The Precinct. The requirements outlined in this Probity plan are to apply to any new Proponent, where necessary.</i></p>
Master Planner	<ul style="list-style-type: none"> <li>• A Master Planner will be appointed to the Precinct and will have the primary role and responsibility of reviewing the Indicative Layout Plan (ILP)</li> <li>• The Master Planner will provide an expert non-bias approach to ensure the ILP and final planning package can be integrated within the land use planning system and its surrounding master planned precincts.</li> <li>• The Master Planner will have several touch points throughout the precinct planning process. Including but not limited to: Public Exhibition and Post Exhibition Phases.</li> <li>• The Master Planner may be represented in the Project Control Group ('PCG') and Project Working Group ('PWG') for the Project (if and when required).</li> </ul>



	<ul style="list-style-type: none"><li>• The Master Planner is to prepare a finalisation report nearing the end of the planning process which provides insight to the master plan and the decisions made.</li></ul> <p>The Master Planner/s are bound by the Departments' Code of Conduct, other relevant NSW Government policies and procedures, and the provisions of the Independent Commission Against Corruption Act 1988 (NSW),</p>
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## 3 PROBITY MANAGEMENT

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### • 3.1 Probity Fundamentals

Council will coordinate the Project in partnership with the Department and in a manner that accords with the following 'probity fundamentals' as stated by the Independent Commission Against Corruption in its publication titled 'Probity and Probity Advising – Guidelines for Managing Public Sector Projects', 2005:

- Value for Money
- Impartiality
- Dealing with Conflicts of Interest
- Accountability and Transparency
- Confidentiality

Procedures to fulfil these probity fundamentals are described at Part 5 Procedures.

### • 3.2 Conduct Requirements

All Project Participants must ensure that their conduct does not adversely impact on the integrity of the Project.

Project Participants must:

- Act in accordance with the Probity Plan and other approved plans guiding the process and their respective roles.
- Be transparent regarding their personal interests potentially impacting on or being impacted by the Project.
- Behave impartially, honestly, and fairly.
- Maintain confidentiality.
- Act in a professional manner.
- Not offer nor accept any gifts, hospitality or other benefits that may or may not be perceived to affect the integrity of the Project.

Additionally, Council, the Department and other NSW Government agencies must:

- Not engage in an assessment or decision-making role where there is any real, potential or perceived conflict of interests that could be seen to undermine the assessment or decision-making role, and must declare such interests as soon as practicable to the Council Project Manager and an Independent Probity Advisor.
- Not make any public comment about the Project without appropriate authorisation.

- Report any breaches of the Probity Plan, or other probity concerns, to the Council Project Manager and the Probity Advisor (when necessary) as soon as practicable.
- Maintain appropriate records in relation to activities, deliberations and decision-making concerning the Project.
- For NSW Government agency representatives, observe the requirements of their agency's Code of Conduct, other policies and procedures, and relevant legislation.
- For Council representatives, observe the requirements of Council's Code of Conduct, other policies and procedures, and relevant legislation.

- **3.3 Amendment**

The PCG is to approve any amendment to this Governance & Probity Plan, with the reasons for the amendment clearly documented in writing.

The Proponent must also advise Council in writing of any changes to the Proponent or Lead Consultant in relation to the Project.

- **3.4 Implementation**

The Council Project Manager and the PCG are responsible for overseeing the implementation of this Probity Plan.

- **3.5 Probity Risk Assessment and Compliance Review**

A Probity Risk Assessment (see Probity Risk Table annexed hereto at Appendix 1) has been conducted with the risks categorised according to the Probity Fundamentals identified by the Independent Commission Against Corruption (see Paragraph 2.1 herein). Implementation of the Controls in Place is intended to provide effective action to minimise or, where possible, mitigate the impact of the identified risks.

A Probity Risk Compliance Review may be undertaken by the independent Probity Advisor at the discretion of the Council Project Manager or the request of the PCG.

## 4 PROJECT GOVERNANCE

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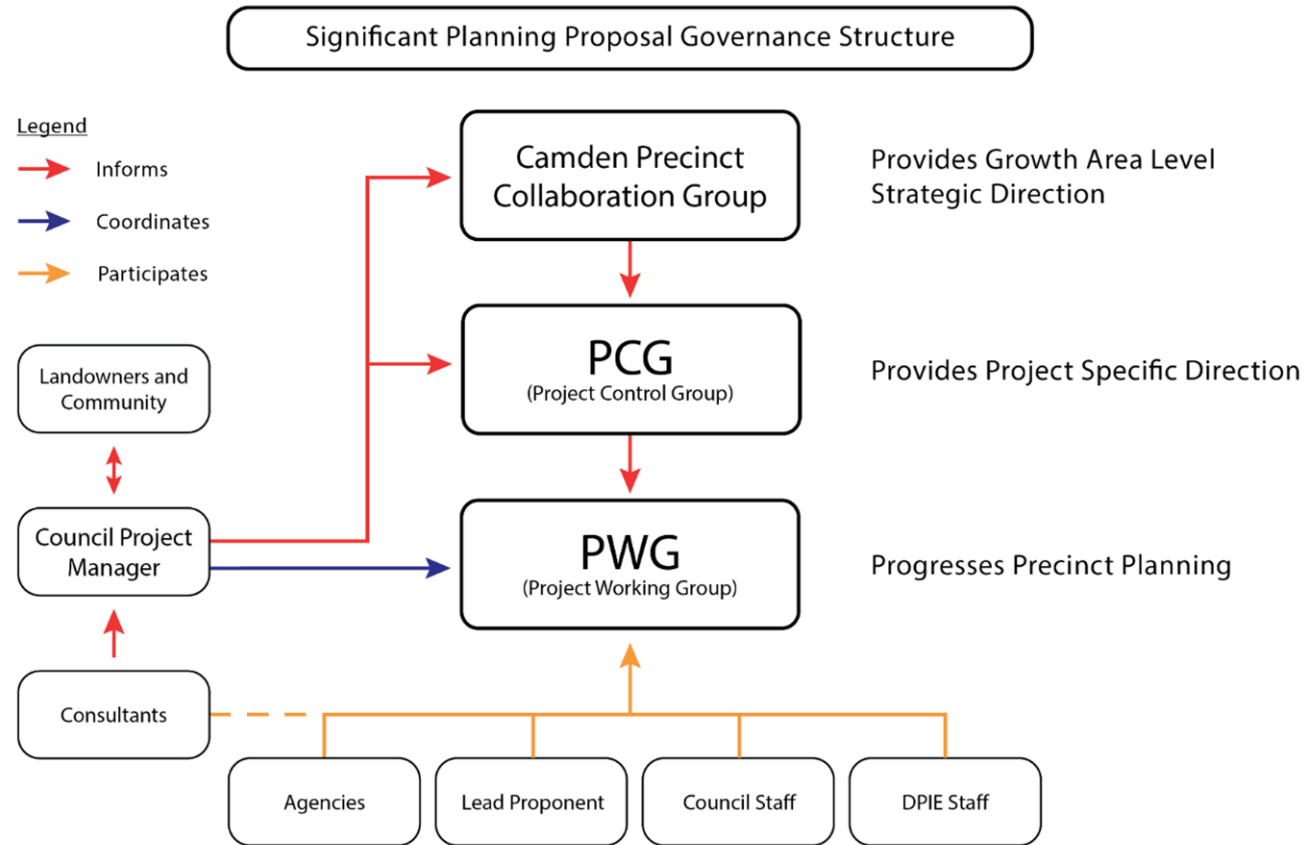
- **4.1 Overview**

Council will coordinate the Precinct Planning process in partnership with the Department, in accordance with a Governance Structure comprising the Camden Precinct Collaboration Group ('Camden PCG'), the [Insert Project Title] Project Control Group ('PCG') and the [Insert Project Title] Project Working Group ('PWG').

The Precinct PCG is responsible for providing direction to the Precinct Planning process and the overall delivery of the planning documents.

The PWG is responsible for the day-to-day operation of the Precinct Planning process and detailed development of the planning studies. For activities the PWG can undertake, it will operate by consensus.

The Governance Structure is shown below.



## Governance Body

Camden Precinct Collaboration  
Group (Camden PCG)

## Roles and Responsibilities

The Camden PCG is responsible for providing strategic direction and leadership to ensure infrastructure delivery is aligned with land use planning, Precinct Planning and forecast development for better place outcomes in [Project Title Name]. The Camden PCG will oversee the Precinct Planning process and advise Council during the planning process.

The Camden PCG will comprise members of the Executive of the Department, Council and other NSW Government agencies. Each of the Camden PCG members may nominate alternates; and permanent replacement attendees may be approved by the PCG.

The Proponent will not participate in the Camden PCG.

The Camden PCG will:

- Bring the Department, Council and other NSW Government agencies together to collaboratively address planning and infrastructure challenges and priorities.
- Agree on priorities for Precinct Planning and the Project and provide oversight and input as appropriate.
- Identify NSW Government agency actions that need to occur to enable Precinct Planning processes to progress.
- Coordinate the planning pathway and the respective roles of the Department, Council and other NSW Government agencies.
- Plan for the co-location of infrastructure and coordinate delivery timeframes.
- Regularly review infrastructure programming and prioritisation, as well as identifying and resolving risks and issues impacting infrastructure delivery and development.
- Consider developer contributions for investment in State and local infrastructure to support growth.



## Council Project Manager

- The Council Project Manager will be appointed by Council.
- The Council Project Manager is responsible for the day-to-day management of the Project, including the successful completion of the Precinct Planning process under the direction of the PCG and via collaboration with the PWG, the Department, Council, other NSW Government agencies, the Proponent, Other Landowners and all Project Participants.
- The Council Project Manager is responsible for managing the real, potential or perceived conflict of interests of all Project Participants in accordance with this Probity Plan, relevant policies and procedures, and relevant legislation. The Council Project Manager will declare to his or her direct report any and all real, potential or perceived conflicts of interests; and the Council Project Manager will act in accordance with the provisions of this Probity Plan.

## Precinct Project Control Group (Precinct PCG)

The PCG is responsible for providing direction and overall delivery of the Precinct Planning Documents.

The PCG may comprise members of the Executive of the Council and will comprise the Director Planning and Environment and Manager Strategic Planning and will be attended by the Project Manager. Other Council officers may attend as required. Officers from the Department may attend as required, but do not have a decision-making role.

The PCG will:

- monitor and direct the project plan;
- provide input to complex issues;
- make key decisions including endorsement of the ILP and the Final Precinct Plan;
- report on all major decisions to the Camden PCG;

- resolve disputes as required.
- Members of the PCG are also responsible for declaring to the Council Project Manager any and all real, potential or perceived conflicts of interests; and acting in accordance with the provisions of this Probity Plan.
- The PCG will be managed by the Council Project Manager; the Council Project Manager will provide to the PCG any and all Agendas, Minutes and other documentation.

#### Project Working Group (PWG)

The PWG is responsible for the day-to-day operation of the Precinct Planning process and provide advice and guidance on the preparation of Precinct Planning reports, studies and plans.

The PWG will comprise the Council Project Manager and Council Officers; the Department Project Officer and representatives from the Department (if required); representatives from other NSW Government agencies (if required); the Proponent; and key consultants (when required). Other attendees may participate in the PWG as required and will be advised to the Council Project Manager in writing at least one (1) week prior to the relevant PWG Meeting.

The PWG will:

- Provide technical advice and assist the Council Project Manager;
- Guide the day-to-day operation and detailed development of the Precinct Planning process, including making recommendations regarding reports, studies and plans.
- Assist in negotiations with, and coordinate input and decisions from, other NSW Government agencies.
- Undertake community consultation in accordance with a Communications Strategy.

- Members of the PWG are also responsible for declaring to the Council Project Manager any and all real, potential or perceived conflicts of interests; and acting in accordance with the provisions of this Probity Plan.
- PWG meetings will be held on a monthly basis or as required, at the Council's office, or online via Microsoft Teams.
- The PWG will be managed by the Council Project Manager; the Council Project Manager will provide to the PWG all Agendas, Minutes and other documentation.

In some instances, the Proponent (and their representatives) may be excluded from a PWG Meeting, for example, where the discussion or deliberations of the PWG relate to confidential matters concerning the Department, Council or another NSW Government agency. Where possible, notice of such exclusions will be provided to PWG members in writing prior to the relevant PWG Meeting.

Other Project Participants (including Council officers, DPE officers and other appointed project participants)

Council officers are responsible for:

- Providing development and planning advice to assist the Council Project Manager throughout the Precinct Planning process.
- Ensuring that local issues are considered throughout the Precinct Planning process.
- Being the primary point of contact on matters of local significance.
- Attending PWG meetings and other meetings or workshops as required.
- Providing the Council Project Manager with necessary information and documentation as required.
- Updating and informing senior members of Council staff and the Elected Council about the progress of the Precinct Planning process.

- Liaising with NSW Government agencies to assist the Precinct Planning process.
- Declaring to the Council Project Manager any and all real, potential or perceived conflicts of interests.
- Acting in accordance with the provisions of this Probity Plan.

The Department Project Officer is responsible for:

- Providing development and planning advice to assist the Council Project Manager throughout the Precinct Planning process.
- Attending PWG meetings and other meetings or workshops as required.
- Declaring to the Council Project Manager any and all real, potential or perceived conflicts of interests.
- Acting in accordance with the provisions of this Probity Plan.

Other Project Participants, including specialist consultants appointed by the Department, Council or other NSW Government agencies, are responsible for:

- Assisting and liaising with the Council Project Manager, the Council Officers and/or the Department Project officer;
- Providing technical and/or peer review advice as required;
- Participating in PWG Meetings as required;
- Declaring to the Council Project Manager any and all real, potential or perceived conflicts of interests.
- Acting in accordance with the provisions of this Probity Plan.

## 5 PROCEDURES

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The following Probity Procedures are required to achieve the Probity Fundamentals outlined as below.

- **5.1 Value for money**

Project Participants will foster an open and competitive environment in which proponents can make attractive and innovative proposals with the confidence that they will be assessed on their merits; and will consider non-price elements of proposals (including risk) and devise criteria that allow these to be evaluated.

- **5.2 Impartiality**

Project Participants will ensure that all processes associated with the Project are impartial and honest.

The review of Precinct Planning processes and the assessment of Precinct Planning studies, plans and other documentation will be undertaken objectively. All analysis and investigations contributing to the Precinct Planning process will be rigorous, evidence-based, and undertaken or provided by suitably qualified persons.

The PWG is responsible for the scope and acceptability of Precinct Planning studies; the PCG may also determine the scope and acceptability of Precinct Planning studies. The PWG and the PCG may commission the peer review of any Precinct Planning studies.

The Proponent is responsible for the engagement of consultants (and any associated costs) regarding the Project. Council may engage consultants, in accordance with its Procurement Policy and related policies and procedures. Any consultant engaged by the Proponent will not be engaged by Council; and any consultant engaged by Council will not be engaged by the Proponent. The Proponent and Council will each advise of the engagement of any consultants, to maintain an open and transparent process.

Decisions will be made on merit and in accordance with NSW Government and Council objectives; due process will be followed at all times, and there will be no improper influence in assessment and decision-making processes.

- **5.3 Dealing with conflicts of interests**

A pecuniary conflict of interest is an interest that you have in a matter because of a reasonable likelihood or expectation of an appreciable financial gain or loss to you, your spouse or de facto partner, your relative, or your partner or employer; or to a company or other body of which you, your spouse or de facto partner, your relative, or your nominee, partner or employer is a shareholder or member.

A non-pecuniary conflict of interests exists where a reasonable and informed person would perceive that you could be influenced by a private interest when carrying out your official functions in relation to a matter. Non-pecuniary interests are private or personal interests that do not amount to a pecuniary interest. These commonly arise out of family or personal relationships, or out of involvement in sporting,

social, religious, or other cultural groups and associations, and, may include an interest of a financial nature.

Project Participants will declare any and all real, potential or perceived conflicts of interests to the Council Project Manager at the commencement of their roles regarding the Project, and as any and all real, potential or perceived conflict of interest arises. The Council Project Manager will declare any and all real, potential or perceived conflicts of interests to his or her direct report, and as any and all real, potential or perceived conflict of interest arises. The Conflict of Interests Declaration Form is annexed hereto at **Appendix 4**.

The Council Project Manager will maintain a Conflict of Interests Register comprising the original signed forms, to be held in a secure location on Council's premises and on Council's Electronic Document Management System (EDMS). The Council Project Manager may discuss entries in the Conflict of Interests Register with the independent Probity Advisor as required.

Any and all actions taken in respect of conflict of interests declarations must be approved by the Council Project Manager (or in the case of conflict of interests declarations by the Council Project Manager, by his or her direct report); and clearly documented in the Conflict of Interests Register.

Additionally,

- The Proponent will not hold a decision-making role in respect of the Project; rather, the Proponent will participate in the PWG only.
- Any meetings attended by the Proponent with the Department and/or Council will be attended by at least (2) members of staff of the Department and/or Council and will be formally minuted to avoid any perception of undue influence.
- Council does not own any land in the Precinct; Council will prepare a protocol if this changes.

- **5.4 Accountability and transparency**

Project Participants will maintain accountability and transparency, and act within their delegations and NSW Government guidelines. All Project Participants will demonstrate and justify the use of public resources, including allocating and taking responsibility for past and expected performance and keeping good records that leave an audit trail. All Project Participants will demonstrate a preparedness to put the Project up for scrutiny and criticism.

Minutes of PCG Meetings and PWG Meetings, and any other significant meetings, will be prepared and stored in Council's Electronic Document Management System ('EDMS'); appropriate controls regarding confidential information will be implemented, and the communication or dissemination of all information will be recorded.

There will be emphasis on public consultation and opportunities for public input, to be managed in accordance with a Communications Strategy.

- **5.5 Confidentiality**

Project Participants will keep information confidential to protect the integrity of the progress. Project Participants will ensure the control and security of confidential information and documentation in their



possession; and will not release confidential information or documentation without the prior approval of the PCG.

Project Participants will execute a Non-disclosure Agreement regarding the Project at the commencement of their respective roles in the Project. The Non-disclosure Agreement is annexed hereto at **Appendix 2**.

The Council Project Manager will maintain the Non-disclosure Agreement Register comprising the original signed forms, to be held in a secure location on Council's premises and on Council's EDMS system.

- **5.6 Media**

Council's Media Advisor Officer is to coordinate media management for the Project and respond to all media enquiries received by Council concerning the Project. The Council Media Advisor Officer will appraise the Council Project Manager and Manager Strategic Planning of any and all media enquiries regarding the Project.

Council (via the Council Project Manager), the Department, other NSW Government agencies, and the Proponent will each advise of their respective media contact officers, and alert each other of any and all media enquiries as soon as practicable. Where possible, information and documentation to be provided to the media will be provided to each of Council (via the Council Project Manager), the Department, other NSW Government agencies, and the Proponent prior to release, to ensure accurate, reliable and consistent media coverage.

Communication with the media, including but not limited to interviews, statements, and comments, is to be undertaken by Council, the Department, and other NSW Government agencies in accordance with their respective media policies.

Communication with the media, including but not limited to interviews, statements and comments, is to be undertaken by the Proponent and Project Participants in an honest, open and transparent manner and in good faith.

- **5.7 Record keeping**

The Council Project Manager, with the assistance of other Council staff, is responsible for ensuring that comprehensive records of the Precinct Planning process are maintained in Council's EDMS; appropriate controls regarding confidential information are implemented, and the communication or dissemination of all information is recorded.



## **6 APPENDICES**

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**APPENDIX 1 PROBITY RISK TABLE**

**APPENDIX 2 NON-DISCLOSURE AGREEMENT**

**APPENDIX 3 GOVERNANCE AND PROBITY DECLARATION**

**APPENDIX 4 CONFLICT OF INTEREST DECLARATION FORM**

## APPENDIX 1 TO PROBITY PLAN - PROBITY RISK TABLE

Probity Risk	Detail of Risk	Implications	Controls in Place	Record of Actions Taken (where applicable)
1. Value for Money	<p>Planning expenditure, including consultants, does not provide value for money.</p>	<p>Waste of public funds. Damage to reputation of Department and Council.</p> <p>Media and political embarrassment for NSW Government.</p>	<p>Control in place through this Probity Plan and Council's Planning Proposal Policy. In accordance with Council's Planning Proposal Policy, the Proponent is responsible to cover all costs when processing significant planning proposal. Costs will be calculated at a full cost recovery rate in accordance with Council's fees and charges and this will be encapsulated within a funding agreement between Council and the Proponent. This includes funding peer review of technical studies where required by Council officers, the PWG or the PCG.</p>	<p>[Insert Actions Taken]</p>
	<p>Extra costs expended because planning advice from consultants is not accurate or incomplete due to poor performance, variable data and inadequate review.</p>	<p>Planning outcomes compromised. Government embarrassment.</p> <p>Delays to project. Extra costs.</p>	<p>All planning advice and reports will be checked for quality by Council officers and relevant specialist from the PWG, and peer review where required by the PWG and/or the PCG.</p>	<p>[Insert Actions Taken]</p>

			Other NSW Government agencies also check reports where relevant.	
2. Impartiality	Planning decisions favour the Proponent at the expense of the local community.	Public criticism that process has political influence. Loss of confidence in Project.	<p>Public exhibition process will be undertaken in accordance with EPA &amp; Act to involve public in decision making. A communication strategy to guide consultation during the planning process.</p> <p>The Proponent does not have decision- making role during the process.</p> <p>Key planning decisions will be determined by the PCG and Council in accordance with this Probity Plan and other relevant policies.</p> <p>Lobbyist Code of Conduct &amp; formal meeting procedures must be adhered to in all meetings between the Proponent and Government agencies including Council and/or Department representatives.</p> <p>Council staff and Department staff will adhere to relevant Codes of Conduct and Conflict of Interests protocols.</p>	[Insert Actions Taken]

	<p>The Proponent's representatives lobby Government and Council directly to achieve desired planning outcomes.</p>	<p>Improper influence on planning decisions.</p> <p>Media embarrassment for NSW Government and Council.</p>	<p>Government and Council decision-making procedures must be followed and transparent.</p> <p>Legal requirements regarding the declaration of political donations must be adhered to.</p> <p>The PCG oversees decision-making regarding Precinct Planning phases. Separation of Department and Council officers from lobbying activities.</p> <p>Lobbyist Code of Conduct &amp; Department procedures adhered to.</p>	
	<p>Department and Council officers develop improper relationship with Proponent.</p>	<p>Improper influence on planning decisions.</p> <p>Corrupt conduct by public officials.</p>	<p>Department and Council Codes of Conduct are in place.</p> <p>Staff to be reminded of probity issues and correct behaviour in interactions with the Proponent.</p> <p>All meetings to be undertaken at official premises (Department or Council). At least two (2) or more Council or Department staff need to present in meeting, with Minutes taken.</p> <p>Proponent agrees to Probity Plan requirements.</p>	<p>[Insert Actions Taken]</p>

			All project participants to formally declare any real, potential, or perceived conflicts of interests.	
	Conflict of roles for Council as a landowner and planning consent authority.	Public criticism that outcomes confer improper advantage to Council.	No Council-owned land identified.  If Council acquires land in the Precincts, Council is to ensure an internal separation of roles for planning staff and staff dealing with Council-owned land.	[Insert Actions Taken]
3. Conflicts of Interests	Consultant appointments affected by related interests.	Corrupt conduct.  Incorrect/inappropriate information and advice  Inappropriate consultants appointed.  Criticism of process.  Time consuming to resolve issues.	All project participants are responsible for declaring any real, potential, or perceived conflicts of interest.  The Council Project Manager is responsible for managing conflict of interests for all Project participants, including consultants once declared.  Where Council officers engage with consultants, such engagement will adhere to Council's procurement procedures.  Where the Proponent engages with consultants, the Proponent is required to consult with Council officers on consultant briefing and maintain a transparent process to ensure	[Insert Actions Taken]



			appropriate professional input from the consultants to be appointed.	
	Consultants have conflict of interests.	Inappropriate advice provided. Loss of confidence in planning process.	All conflicts of interests are to be declared to the Council Project Manager prior to engagement.  The Council Project Manager is responsible for managing real, existing or perceived conflict of interests in accordance with this Probity Plan, and Council's and the Department's relevant policies.	[Insert Actions Taken]
	Conflict of interests for Department and Council officers not identified and dealt with.	Planning outcomes compromised.	Department and Council Codes of Conduct in place.  Officers made aware of responsibilities. Conflict of interests Declarations made to the Council Project Manager and reviewed by independent Probity Advisor as necessary.  Proponent, Department and Council officers to declare any and all conflict of interests and follow the requirements set out in this Probity Plan.	[Insert Actions Taken]

4. Transparency and Accountability	The PWG and Proponent do not understand probity requirements.	Breach of probity affecting the integrity of the Project.	<p>Probity briefing session held for the PWG members and Proponent representatives.</p> <p>The PCG adopts Probity Plan for the planning process.</p> <p>Probity risk assessment is carried out.</p> <p>All PWG and PCG participants are to complete the Confidentiality Deed, Conflict of Interest Disclosure, and Governance and Probity declaration.</p>	[Insert Actions Taken]
	Decision making by the PCG and the PWG not formally documented.	Decisions made in ad hoc manner. Transparency and accountability undermined.	Minutes of meetings maintained and distributed to participants.	[Insert Actions Taken]
	Decision making process not followed.	Decisions made by inappropriate officers.	<p>The PCG oversees Precinct Planning process and adheres to its Terms of Reference.</p> <p>The PWG adheres to this Probity Plan and other polices that apply to PWG members. Other decisions by Council and/or the Department are to comply with existing statutory requirements.</p> <p>Proponent participation in the PWG is governed by this Probity Plan.</p> <p>Proponent is excluded from the PCG to avoid improper influence</p>	[Insert Actions Taken]

			<p>on key decisions during the Precinct Planning process.</p> <p>Agenda and Minutes will be prepared outlining justification for decisions and resolutions, to be maintained for the PWG and the PCG and stored on Council's EDMS.</p>	
	No documented justification for decisions made.	<p>Review bodies have no records to confirm the process.</p> <p>Decisions cannot be justified.</p>	Appropriate records created and maintained.	[Insert Actions Taken]
	Responses to public exhibition not properly considered.	Loss of public confidence in planning process.	<p>The Council Project Manager and Council Project Officer/s to coordinate review of responses. A submission response table will be prepared with actions undertaken, which will be provided as part of any report considered by Council.</p> <p>Proponent only involved as necessary for effective planning.</p> <p>Council oversees the consultation and ensures the input from local community.</p>	[Insert Actions Taken]
	Communication with Proponent treats groups selectively.	Perceptions of favouritism undermine public confidence in planning process.	A Communications Strategy will be in place to guide consultation throughout the precinct planning process.	[Insert Actions Taken]

			Meetings with Proponent formally minuted.	
5. Confidentiality	Consultant, Department and Council reports not secured.	Sensitive planning information becomes available to unauthorised parties.  Release of dissenting reports may to criticism of planning outcomes.	Department & Council procedures in place for secure storage of hard copies and material on computer network.  Probity Plan defines confidentiality requirements.	[Insert Actions Taken]
	Proponent gain access to confidential material outside the scope of their rights to access.	Improper influence from Proponent affects planning outcomes.	Council Project Manager to determine levels of access.  Confidential material is to be managed in accordance with this Probity Plan.  Clear guidelines for communication with Proponent.	[Insert Actions Taken]
	Planning information available prematurely.	Unfair benefit to recipients.	Council Project Manager determines release of material to the public.	[Insert Actions Taken]
	Consultant appointment files not secured.	Consultants appointed to project team may have access to confidential information regarding other proponent bids.	Where Council officers engaging with consultants, all consultant appointment files stored securely with access available to Council Project Manager and Department staff only. Other Council staff such as procurement staff or staff involved in an evaluation panel may also have access to appointment files.	[Insert Actions Taken]

	Breach of IT security.	Inappropriate access to confidential information.	All information stored on secure drives at Department and Council. Access to IT system controlled.	[Insert Actions Taken]
6. Media and Communications	Media reports speculatively.	Inappropriate, inconsistent or incorrect information provided to the public.  Landowners are misinformed.	Responsibility for public comment on Precinct Planning process to be established in a Communication Strategy. Council Media Officer to approve all information for public release.  The Department, Council and Proponent to report all media enquiries to one another.  Communication Strategy is to be developed and approved by Council.	[Insert Actions Taken]

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# Non-disclosure Agreement

<b>Name (Recipient Party)</b>	
<b>Recipient ABN</b>	
<b>Recipient Address</b>	
<b>Disclosing Party</b>	Camden Council (ABN 31 117 341 764) (Council)
<b>In relation to the</b>	
<b>Permitted Use</b>	

## 1. Background

- (a) Council is considering disclosing to the Recipient certain Confidential Information for the Permitted Use.
- (b) Improper use or disclosure of the Confidential Information could damage Council’s ability to perform its governmental/statutory functions and could result in irreparable harm to Council.
- (c) The Recipient acknowledges the desire and right of Council to protect Confidential Information.
- (d) The parties have agreed that Council will disclose the Confidential Information to the Recipient upon agreement to the terms and conditions and execution of this Deed.

## 2. Agreed Terms

### 2.1. Definitions and Interpretation

#### 2.1.1. Definitions

In this Deed, unless the context otherwise requires:

- (a) **Confidential Information** means all Information and Documents:
  - i. Including but not limited to:
    - a) Any information disclosed as part of the
  - ii. Acquired by or disclosed to the Recipient or its Representatives from Council in the course of discussions related to the Permitted Use;
  - iii. Of which the Recipient or its Representatives becomes aware in the course of discussions related to the Permitted Use;

- iv. Acquired by the Recipient or its Representatives in the course of discussions prior to the Date of this Deed in relation to the Permitted Use;
- v. Nominated as confidential by Council from time to time;
- vi. Which, by its nature should reasonably be considered confidential;
- vii. Which, by its nature could reasonably be considered to be trade secrets or Information which is capable of protection at Law or equity as Confidential Information;
- viii. Derived or produced partly or wholly from the Information including any calculation, conclusion, summary or computer modelling;
- ix. Which, either verbally or in writing, is designated or indicated as being the proprietary or Confidential Information of Council or a third party to whom Council owes an obligation of confidentiality,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any Information which the Recipient can demonstrate to be in the public domain or was known to the Recipient at the time of disclosure other than through a breach of this Deed.

- (b) **Council** means Camden Council, its representatives and/or any person acting on Council's behalf
- (c) **Date** means the date specified on page 1 of this Deed.
- (d) **Deed** means this Deed Poll.
- (e) **Document** includes but is not limited to:
  - i. Paper or other material on which there is writing, printing, marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
  - ii. Any notes which include the Confidential Information or any summary, extract or part of it; or
  - iii. Any material from which sounds, images, writing or messages can be reproduced.
- (f) **Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.
- (g) **Information** means all information regardless of its Material Form, relating to or developed in connection with:
  - i. The business, technology or other affairs of Council or any other Government Agency;
  - ii. The permitted use; or
  - iii. Any systems, technology, idea, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities, and designs (including computer software, manufacturing processes or other Information embodied in drawings or specifications), intellectual property or any other Information, owned or used by, or licensed to Council or any other Government Agency.



- (h) **Law** means common law, principles of equity, and laws made by parliament (and laws made by parliament including State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them.
- (i) **Material Form**, in relation to Information, includes any form (whether visible or not) of storage from which the Information can be reproduced and any form in which the Information is embodied or encoded.
- (j) **Party** means a party to this Deed except where reference is made to a “third party”.
- (k) **Recipient** means the recipient specified on page 1 of this Deed.
- (l) **Representative** means an employee, officer, agent, adviser, director, auditor, partner, joint venturer, contractor or sub-contractor or consultant of the Recipient engaged in connection with the Permitted Use.

## 2.2. Interpretation

Except where the context otherwise requires:

- (a) The clause and clause headings are for reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (b) Words in the singular include the plural and vice versa;
- (c) Words importing a gender include any other gender;
- (d) A reference to a person includes a partnership and a body whether corporate or otherwise;
- (e) A reference to a clause or a clause heading is a reference to a clause or clauses in this Deed; and
- (f) Whether a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

## 2.3. Disclosure and Use of Confidential Information

### 2.3.1. Recipient obligations

The Recipient agrees that it will:

- (a) Keep confidential and not disclose to any person the Confidential Information;
- (b) Not do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to Council;
- (c) Not use or permit the use of the Confidential Information for any purpose other than the Permitted Use unless authorised by a separate agreement between the parties in a form approved by Council in writing;
- (d) Not introduce or store any Confidential Information on any computer, database, other device, or other electronic means of data or Information storage except for a computer, database,

other device, or other electronic means of data or Information storage exclusively controlled and accessed by the Recipient except for a secure means of storage to the satisfaction of Council;

- (e) Not copy or reproduce the Confidential Information except to the extent necessary for the Permitted Use; and
- (f) Not make Documents except to the extent necessary for the Permitted Use;
- (g) Destroy (and verify the destruction of) any Confidential Information on Council's request.

### **2.3.2. Recipient to make its own assessment**

The Recipient acknowledges and agrees that:

- (a) It will solely rely on its own investigations and analysis in evaluating the Confidential Information disclosed by Council; and
- (b) Any forecasts or estimates in the Information disclosed by Council may not prove correct or be achieved.

### **2.3.3. No obligation to disclose information**

Nothing in this Deed obliges Council to disclose any Information to the Recipient or its Representatives. Council has an absolute discretion as to the Information which it chooses to disclose.

### **2.3.4. No representations or warranties given**

The Recipient acknowledges that Council, nor any of its Representatives, nor any person acting on Council's behalf:

- (a) Has made nor makes any representation or warranty, express or implied, as to the accuracy, content, legality or completeness of the Confidential Information;
- (b) Is not under any obligation to notify the Recipient or provide any further Information to the Recipient if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information; or
- (c) Has made nor makes any representation or warranty, express or implied that the Confidential Information does not infringe the intellectual property rights or any other right of any person.

### **2.3.5. Security measures**

The Recipient must establish and maintain comprehensive security measures to ensure that any Confidential Information in its possession, custody or control is secure at all times. Without limiting this obligation, the Recipient must keep the Confidential Information no less secure than its own Confidential Information.

### 2.3.6. Confidential Information not in public domain

The Parties acknowledge and agree that Confidential Information will not be regarded as being in the public domain by the fact that some portion of it is public which, together with other Information, could be used to constitute or produce Confidential Information.

### 2.3.7. When Recipient may disclose

The Recipient may disclose the Confidential Information:

- (a) With the prior written consent of Council;
- (b) To its Representatives to the extent that each has a need to know the Information for the Purposes of the Permitted Use (subject to complying with clause 2.4); and
- (c) To the extent required by Law (subject to complying with clause 2.4).

### 2.3.8. Disclosure required by Law

If the Recipient is required by Law to disclose any Confidential Information the Recipient must before doing so:

- (a) Immediately notify Council;
- (b) If possible, give Council a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information; and
- (c) Notify the third party that the Information is the Confidential Information of Council or a third party to whom Council owes an obligation of confidentiality.

## 2.4. Representatives

### 2.4.1. Disclosure to Representatives

- (a) Before disclosing any of the Confidential Information to any of its Representatives for the Permitted Use, the Recipient must:
  - i. Inform Council of the name and title of the Representatives to whom it is to be disclosed;
  - ii. Ensure that each Representative is made fully aware of the confidential nature of all Confidential Information prior to obtaining access to it;
  - iii. Cause each Representative to sign an undertaking in the form set out in **Attachment A**; and
  - iv. Deliver the signed undertaking to Council.

### 2.4.2. Breach by Representative

A breach of this Deed by a Representative will be deemed to be a breach of this Deed by the Recipient.

### 2.4.3. Inspections

The Recipient consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by Council for the purpose of auditing compliance by the Recipient and its Representatives with the terms of this Deed.

## 2.5. Return of Confidential Information

If requested by Council, the Recipient must:

- (a) Promptly return to Council all Documents and other physical records of Confidential Information in its possession, custody, power or control;
- (b) Delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Recipient and its Representatives; and
- (c) Provide a statutory declaration to Council confirming that all those records and any copies have been returned or erased, as appropriate.

## 2.6. Council may enforce Deed

- (a) The Recipient agrees that the obligations in this Deed are for the benefit of Council, and that Council may enforce those obligations.
- (b) The Recipient acknowledges that:
  - i. The Confidential Information is valuable to Council;
  - ii. Damages may not be an adequate remedy for Council for any breach of this Deed by the Recipient; and
  - iii. Council is entitled to seek injunctive relief as a remedy for any breach or threatened breach of this Deed by the Recipient, in addition to any other remedies available at Law or in equity under or independently of this Deed.

## 2.7. No Exclusion of Law

This Deed must not be construed to exclude the operation of any principle of Law intended to protect and preserve the confidentiality of the Confidential Information.

## 2.8. Waiver

- (a) No waiver by Council of one breach of any obligation or provision contained or implied in this Deed shall operate as a waiver of another breach of the same or of any other obligation or provision contained or implied in this Deed.
- (b) None of the provisions hereof shall be taken at Law to have been varied, waived, discharged or released by Council unless by its express consent in writing.

## 2.9. Governing Law

The Laws of New South Wales apply to the construction and interpretation of this Deed and the parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts entitled to hear appeals from those courts.

## 2.10. Term of Deed

The obligations of the Recipient and its Representatives:

- (a) Apply to Confidential Information that was acquired by the Recipient and/or its Representatives prior to the Date of this Deed; and
- (b) Survive the termination or expiry of any employment, engagement or assignment in respect of this Deed and/or the Permitted Use.

## 2.11. Indemnity

The Recipient indemnifies and must keep indemnified Council in respect of any liability, loss, damage, cost or expense, suffered or incurred in connection with, or arising from, any breach of this Deed by the Recipient or its Representatives or any disclosure of the Confidential Information by the Recipient or its Representatives.

## 2.12. Disclaimer by Council

Subject to any Law to the contrary, and to the maximum extent permitted by Law, Council, its Representatives and all persons acting on Council's behalf disclaim all liability for any loss or damage (whether foreseeable or not) suffered by any person using, disclosing or acting on any Information disclosed by Council or any of its Representatives or any person acting on Council's behalf, whether the loss or damage arises in connection with any negligence, default or lack of care on the part of Council or any of its Representatives, or any person acting on Council's behalf, or any misrepresentation or any other cause.

### 2.13. Breach of Confidentiality Obligations

- (a) The Recipient must immediately notify Council of, and take all steps necessary to prevent, any actual, threatened or suspected breach of this Deed by the Recipient or its Representatives and comply with any directions issued by Council or its authorised Representative regarding any unauthorised use or disclosure of the Confidential Information by the Recipient or its Representatives.
- (b) The Recipient must provide such assistance as may be reasonably requested by Council in relation to any claim or proceedings that Council may take against any third party for unauthorised use or disclosure of the Confidential Information.

### 2.14. Further Assurances

The Recipient must do all things and execute all Documents, including but not limited to executing any agreements of assignment, which may be required by Council to give effect to the provisions of this Deed.

### 2.15. No Revocation

This Deed may not be revoked or otherwise modified without the prior written consent of Council.

### 2.16. Entire Understanding

This Deed supersedes all prior representations, arrangements, understandings and agreements between the parties.

## Executed as a deed poll

<b>Date:</b>	
<b>Recipient Party:</b>	
<b>Name of Authorised Recipient Party Representative:</b>	
<b>Signature of Authorised Recipient Party Representative:</b>	
<b>Name of Witness:</b>	
<b>Signature of Witness:</b>	

## ATTACHMENT A (CLAUSE 2.4.1) CONFIDENTIALITY UNDERTAKING

**Individual's name:** [insert name of person to whom the Recipient wants to disclose information to]  
**Permitted Use:** [insert Permitted Use as per NDA cover page]  
**Confidentiality Deed Poll:** Council and [insert Recipient as per NDA cover page] dated [insert date]  
**Recipient Party:** [insert Recipient as per NDA cover page]

I agree:

- (a) That the Recipient has informed me of the terms of the Confidentiality Deed Poll including the meaning of Confidential Information;
- (b) That the Confidential Information made available to me is confidential to Council and third parties to whom Council owes a duty of confidentiality;
- (c) To keep the Confidential Information confidential;
- (d) Only to use the Confidential Information for the Permitted Use;
- (e) Not to disclose or discuss the Confidential Information with any person other than:
  - i. The Recipient; and/or
  - ii. Those who have signed an undertaking in this form;
- (f) That I am aware that damages are not a sufficient remedy for Council for any breach of this undertaking and Council is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by me of this undertaking in addition to any other remedies available to Council.
- (g) That the Confidential Information is not in the public domain or otherwise able to be disclosed to the public.

### EXECUTED

.....  
Signed

.....  
Date

.....  
Print name

.....  
Signed (witness)

.....  
Date

.....  
Print name (witness)



#### English

"This information is important. If you need help understanding this document please call the Translating and Interpreting Service (TIS) on 131 450 and ask them to contact Council on 02 4654-7777 on your behalf."

#### Arabic

٠٢ ٤٦٥٤ ٧٧٧٧ نيابة عنك هذه معلومات هامة. إذا كنت تحتاج إلى مساعدة في فهم هذا المستند برجاء الاتصال بخدمة الترجمة الشفهية والخطية TIS على الرقم ١٣١ ٤٥٠ وأطلب منهم أن يتصلوا بالبلدية على الرقم

#### Croatian

Ove informacije su važne. Ako trebate pomoć da biste razumijeli ovaj dokument, molimo vas nazovite Službu prevoditelja i tumača (TIS) na 131 450 i zamolite ih da u vaše ime nazovu Općinu na 02 4654 7777.

#### German

Diese Informationen sind wichtig. Wenn Sie beim Verständnis dieses Dokuments Hilfe benötigen, wenden Sie sich bitte unter der Rufnummer 131 450 an den *Translating and Interpreting Service* (Übersetzer- und Dolmetscherdienst) und bitten Sie diesen Dienst, sich in Ihrem Namen unter 02 4654-7777 an die Kommunalverwaltung zu wenden.

#### Greek

Αυτές οι πληροφορίες είναι σημαντικές. Εάν χρειάζεστε βοήθεια για να καταλάβετε αυτό το έντυπο παρακαλώ τηλεφωνείτε στην Υπηρεσία Μεταφραστών και Διερμηνέων (TIS) στο 131 450 και ζητήστε τους να επικοινωνήσουν με το Δημοτικό Συμβούλιο εκ μέρους σας στο 02 4654 7777.

#### Italian

Queste informazioni sono importanti. Se vi serve aiuto per comprendere questo documento, chiamate il servizio traduzioni e interpreti (TIS) al numero 131 450 chiedendo che contatti il Comune per vostro conto al numero 02 4654-7777.

#### Maltese

Din l-informazzjoni hija importanti. Jekk ikollok bżonn għajnuna biex tifhem dan id-dokument jekk jogħġbok ċempel it-Translating and Interpreting Service (TIS) (Servizz ta' Traduzzjoni u Interpreter) fuq 131 450 u itlobhom biex jikkuntattjaw lill-Kunsill fuq 02 4654 7777 f'ismek.

#### Serbian

Ove informacije su važne. Ako vam treba pomoć da biste razumeli ovaj dokument, molimo vas da nazovete Službu prevodilaца и тумача (TIS) на 131 450 и замолите их да у ваше име назову Општину на 02 4654 7777.

#### Spanish

Esta información es importante. Si necesita ayuda para entender este documento sírvase llamar al Servicio de Traducción e Interpretación (Translating and Interpreting Service / TIS) al 131 450 y pídale que se comuniquen por usted con el Municipio llamando al 02 4654-7777.

#### Tagalog

Ang impormasyong ito ay mahalaga. Kung kailangan mo ng tulong upang maintindihan ang dokumentong ito mangyari lamang na tawagan ang Serbisyo para sa Pagsasalang-wika at Pang-interpreter (TIS) sa 131 450 at hilingin sa kanila na kontakin para sa inyo ang Konseho sa 02 4654 7777.

#### Chinese

這是一份重要的資料。如果您在了解這份文件方面需要幫助，請致電 131 450 聯絡翻譯及傳譯服務 (TIS)，然後要求代致電 02 4654 7777 聯絡市議會。



### Appendix 3 Governance and Probity Declaration

Made on: [Insert Date]

by Name/ Role: [Insert Name]

of Organisation: [Name of Organisation]

(‘the Recipient’)

The Recipient will promptly notify the Council Project Manager (or in the case of the Council Project Manager, his or her direct report) of any interest of the Recipient arising after the date of this Governance and Probity Declaration that may create, or may be perceived to be in conflict with the Governance and Probity in relation to their role in the Project.

I have read and understood the contents of the Governance & Probity Plan for the [Insert Precinct Name] Collaboration Project, and I hereby agree to the requirements set out therein.

Signed:

[Sign]

Signature

[Sign]

Witnessed by

[Print Name]

Name (Printed)

*Note: It is the responsibility of the proponent to let Council officers know if circumstances in regard to the Governance & Probity Plan change, so that this declaration can be updated.*

## Appendix 4 to Probity Plan: Conflict of interest declaration form

Made on:	[Insert Date]
by Name/ Role:	[Insert Name]
of Organisation:	[Insert Organisation]

(‘the Recipient’)

### Background

1. As a result of the Recipient’s role in the [Insert Precinct Name] Collaboration Project (‘the Project’), the Recipient must declare any and all conflicts of interests.

### Conflict of Interests

2. A conflict of interests may be pecuniary or non-pecuniary.
3. A pecuniary conflict of interests is an interest that you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to you, your spouse or de facto partner, your relative, or your nominee, partner or employer; or to a company or other body of which you, your spouse or de facto partner, your relative, or your nominee, partner or employer is a shareholder or member.
4. A non-pecuniary conflict of interests exists where a reasonable and informed person would perceive that you could be influenced by a private interest when carrying out your official functions in relation to a matter.

Complete EITHER Section 1 – No Interests to Declare OR Section 2 – Interests to Declare.

### **Section 1 – No Interests to Declare**

I do not have any private interest to declare that may create, have the potential to create, or be perceived to create, any conflict of interests in relation to my involvement in the [Insert Precinct Name] Collaboration Project.

### **Section 2 – Interests to Declare**

I have the following private interest/s to declare.

Description of Interest/s (please include if pecuniary or non-pecuniary)

[Insert Description]

Description of Real, Potential or Perceived Conflict

[Insert Description]

### **Section 3 – Action to Avoid/Manage Conflict of Interests**

The following action is proposed to avoid/manage the conflict of interests.

[Insert Following Actions]

The Recipient confirms that:

If indicating a NIL response on this Conflict of Interests Declaration, the Recipient does not have any conflict of interests in relation to their role in the Project.

Any interest of the Recipient that may create, or may be perceived to create, a conflict of interests is as documented in this Conflict of Interests Declaration.

The Recipient will promptly notify the Council Project Manager (or in the case of the Council Project Manager, his or her direct report) of any interest of the Recipient arising after the date of this Conflict of Interests Declaration that may create, or may be perceived to create, a conflict of interest in relation to their role in the Project.

<p>I hereby declare that the above details are correct to the best of my knowledge and I made this Declaration in good faith and commit to the implementation of any agreed actions.</p> <p>[Sign]</p>	<p>I hereby declare that I have received and appropriately noted this Declaration and confirm the agreed actions.</p> <p>[Sign]</p>
<p>Signature</p>	<p>Signature [Print Name]</p>
<p>[Insert Date]</p>	<p>Name (Printed) [Insert Date]</p>
<p>Date</p>	<p>Date</p>