



Significant
Planning Proposal
Probity Plan

3. Probity Plan

Planning Proposal for [Click or tap here to enter text.](#)

Applicable Land: [Click or tap here to enter text.](#)

Applicant: [Click or tap here to enter text.](#)

On behalf of: [Click or tap here to enter text.](#)

Template	What is covered?
1. Project Overview	This document provides information on the Planning Proposal background, scope of works, project program (milestones) 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.

Table of Contents

- Abbreviations 4
- Definitions..... 5
- 1. Introduction 7**
 - 1.1 Executive Summary 7
 - 1.2 Purpose of the Plan 7
 - 1.3 Legislative and Planning Framework 9
 - 1.4 Precinct Planning Principles 9
- 2. Probity Principles and Objectives 10**
 - 2.1 What is Probity?..... 10
 - 2.2 Probity Principles 10
 - 2.3 Probity Plan Objectives 13
 - 2.4 Scope..... 13
- 3. Probity Events 13**
- 4. Probity Management..... 14**
 - 4.1 Overview 14
 - 4.2 Amendment..... 14
 - 4.3 Implementation 14
 - 4.4 Probity Risk Assessment and Compliance Review 14
 - 4.5 Agreement to Abide by Probity Plan 15
 - 4.6 Breaches of the Probity Plan 15
- 5. Roles and Responsibilities 16**
 - 5.1 Overview 16
- 6. Appendices..... 18**
- Appendix 1 - Probity Risk Table 19**

Abbreviations

Camden PCG	Camden Precinct Collaboration Group
CP	Section 7.11 Contribution Plan
DCP	Development Control Plan
DPHI	NSW Department of Planning, Housing and Infrastructure
EP&A Act	NSW Environmental Planning and Assessment Act 1979
GSC/GCC	The former NSW Greater Sydney Commission/Greater Cities Commission
ILP	Indicative Layout Plan
LGA	Local Government Area
LEP	Local Environmental Plan
PCG	Project Control Group
PWG	Project Working Group
s7.11	Section 7.11 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

Definitions

Term	Definition
Project Specific	
Applicant	Refers to the person responsible for submitting the Planning Proposal onto the NSW Planning Portal. This may be the Proponent or may be the Lead Consultant.
Council Consultant	Refers to any specialist consultant engaged by Council to provide technical advice, undertake studies, create maps and drawings, prepare reports or any other work associated with the Proposal.
Planning Proposal	Refers to the Planning Proposal put forward to Council by the Proponent.
Precinct	Refers to land applying to the Planning Proposal as identified in Figure 1 .
Project	Refers to the review and implementation of the Planning Proposal.
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).
Project Manager	Refers to Council's Strategic Planner, who is responsible for project managing the assessment of the Planning Proposal.
Project Participants	Refers to all Council officers and consultants involved in the preparation and assessment of the Planning Proposal including but not limited to: Project Manager, relevant Team Leaders, and Managers, Specialist Council officers, Council Consultants.
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).
Proponent	Refers to person and/or company responsible for developing and financing the Planning Proposal.
Proponent's Consultant	Refers to any specialist consultant engaged by the Proponent to provide technical advice, undertake studies, create maps and drawings, prepare reports or undertake any other work associated with the Planning Proposal.
Lead Consultant (if applicable)	Refers to the main consultant contact for the Project (listed on the front page of this plan) who is acting on behalf of the Proponent and where applicable, may be the listed applicant for the Project on the NSW Planning Portal.

General	
Agencies	Government departments and public authorities who have a role in the review and assessment of a planning proposal.
Camden Local Planning Panel (CLPP)	Camden's Local Planning Panel (CLPP) is a panel of three independent expert members and a community member who provide advice to Council on Planning Proposals. LPPs are mandatory in Greater Sydney under the EP&A Act and are intended to ensure that decisions are made on technical merits, efficiency, fairness, and transparency, with the added benefit of local knowledge.
Camden Precinct Collaboration Group (Camden PCG)	Comprises representatives from Council executive and management teams, DPHI and representatives from other State agencies involved in precinct planning and delivery of infrastructure in the Camden Growth Areas. <i>Note: If the Camden PCG ceases or is not operational, support from DPHI will be sought to facilitate the same outcome.</i>
Camden LEP	Refers to the Camden Local Environmental Plan 2010
Consultant	Refers to a matter specialist who provides expert professional advice, undertakes investigations and prepares reports in relation to a Planning Proposal. A consultant can be engaged by either Council or the Proponent.
Council	Refers to means Camden Council through its Council officials and/or any person authorised to act on Council's behalf.
Council officer	Refers to members of Council staff and Council consultants, contractors and committee members but does not include the Elected Council.
Council official	Refers to a Council officer or member of the Elected Council.
DPHI	Refers to the NSW Department of Planning, Housing and Infrastructure.
Elected Council	Refers to the Councillors of Council.
Department or DPHI	Refers to the NSW Department of Planning, Housing and Infrastructure.
Fee Agreement	Refers to a signed agreement for Council to assess a Significant Planning Proposal at full cost recovery in accordance with Councils Fees and Charges.
Land Owner	Refers to the person(s), company, agency or organisation that owns land within the Precinct. who may initiate, provide consent to, or be a key stakeholder in the Project.
Precincts SEPP	Refers to <i>State Environmental Planning Policy (Precincts – Western Parkland City) 2021</i> .
Master-Planner	Refers to the Council appointed consultant to assist with the detailed master planning of the precinct.

1. Introduction

1.1 Executive Summary

A Significant Planning Proposal (the Project) has been submitted to Council for assessment. The Project site is within the South West Growth Area (SWGA) with the location of the Project shown in **Figure 1**.

In November 2019, the NSW Minister for Planning announced a new approach to precinct planning. Under the new approach, the remaining precincts within the SWGA have been identified under a ‘collaborative planning’ pathway, allowing precinct planning to be progressed via a Planning Proposal lodged with Council.

Precinct planning is required prior to the land being rezoned and broadly includes:

- Project managing the Planning Proposal to provide a statutory plan and detailed development control plan;
- Coordinating infrastructure provision and agency requirements, including establishing funding arrangements; and
- Achieving Precinct level approval for relevant integrated development and other statutory requirements.

1.2 Purpose of the Plan

The purpose of this Probity Plan is to provide a framework for the assessment and management of the Planning Proposal to ensure that the highest probity standards are adopted and maintained throughout.

This Probity Plan applies to all 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.

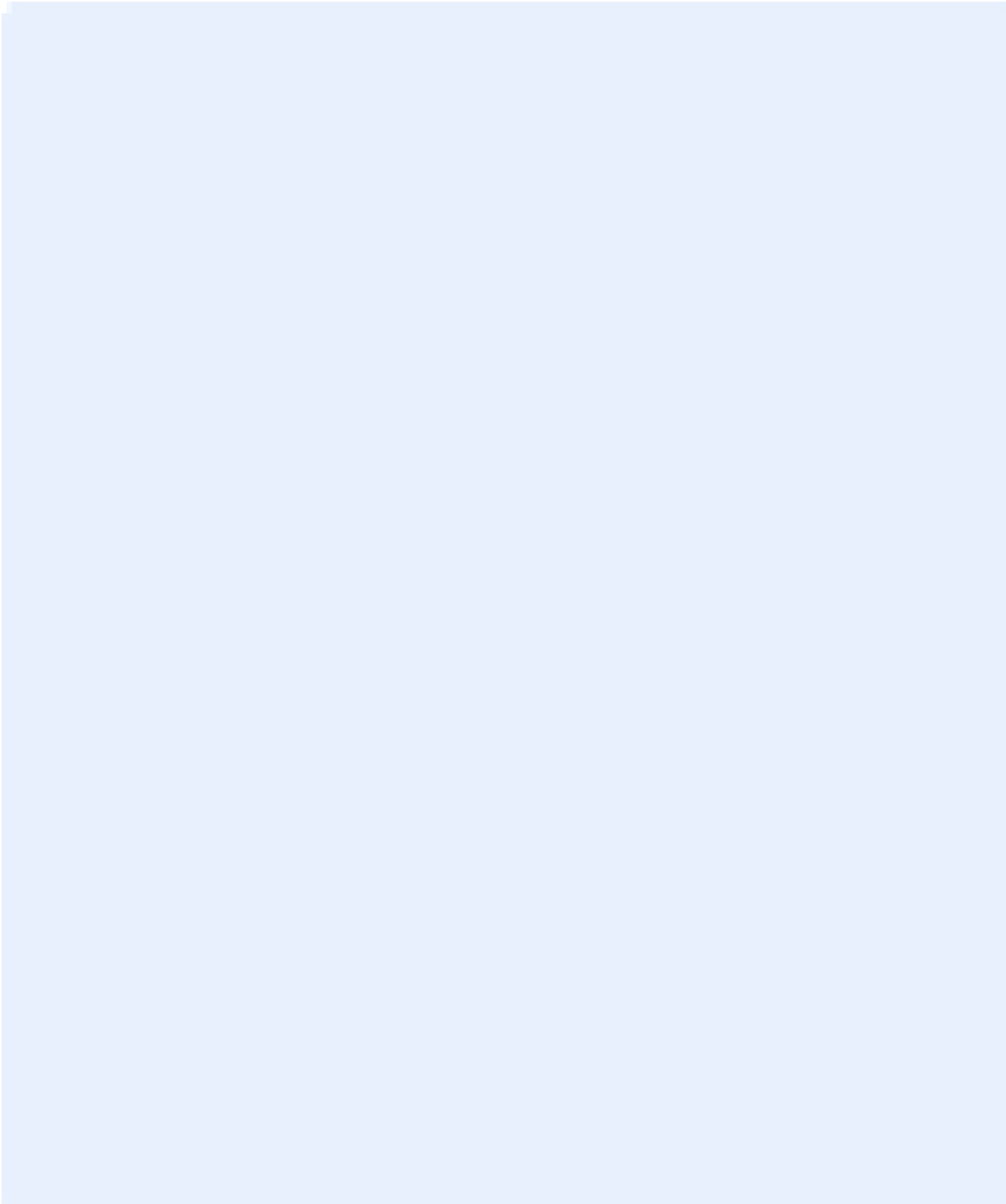


Figure 1: Land Subject to the Project

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:

- EP&A Act;
- Greater Sydney Region Plan - A Metropolis of Three Cities;
- Western City District Plan;
- Camden Local Strategic Planning Statement;
- Precincts SEPP;
- Other relevant State Environmental Planning Policies;
- 9.1 Direction - 1.21 Implementation of SWGA Structure Plan
- Other Directions made by the Minister pursuant to Section 9.1 of the EP&A Act;
- South West Special Infrastructure Contributions Scheme;
- Camden Growth Centre Precincts DCP and/or Oran Park DCP and appendices and attachments;
- Growth Centres Development Code (2006);
- SWGA Structure Plan;
- Guide to the SWGA;
- DPHI (formally Department of Planning and Environment): Local Environmental Plan Making Guideline (August 2023);
- Camden Planning Proposal Policy; and
- Camden Planning Proposal Procedure.

1.4 Precinct Planning Principles

The outcomes of precinct planning are to amend the Precinct SEPP and the relevant DCP to enable development in the precinct.

The Minister for Planning and Public Spaces is ultimately responsible for the Precincts SEPP and the Secretary of DPHI is responsible for any DCP made under the SEPP. DPHI is responsible for advising the Minister regarding the Planning Proposal. In some circumstances, the Minister may delegate their approval function to DPHI's senior officers.

2. Probity Principles and Objectives

2.1 What is Probity?

The term probity means integrity, uprightness and honesty.

For Council and its officials, creating and maintaining probity involves more than simply avoiding corrupt or dishonest conduct. It involves applying and complying with the values set out in Council's Code of Conduct and duties such as impartiality, accountability and transparency.

It is part of every Council official's duty to adopt processes, practices and behaviour that enhance and promote Council's values and interests.

Effective probity management is concerned with the procedures, processes and systems used as well as the outcome of an activity in undertaking or project. It should also be recognised that – despite good management of probity risks – mistakes, delays and disputes can arise. Similarly, even the best probity processes do not guarantee that a project or activity will be immune from problems or criticism.

2.2 Probity Principles

The following probity principles will form the basis of this Probity Plan.

2.2.1 *Best 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.

2.2.2 *Impartiality*

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

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

The Proponent is responsible for the engagement of consultants (and any associated costs) to prepare specialist studies. Council may also 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.

Insert any additional measures proposed to ensure impartiality.

2.2.3 Dealing with conflicts of interest

There are various types of interests that can lead to conflicts arising. These may include personal interests, which may include family or business interests. Personal interests can be of two types: pecuniary or non-pecuniary.

A pecuniary interest is an interest that you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss by you. A pecuniary interest is an interest that you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss by you.

Non-pecuniary interests are personal interests the Council officer has that do not amount to a pecuniary interest as defined in the Local Government Act 1993. These commonly arise out of family, or personal relationships, or involvement in sporting, social or other cultural groups and associations and may include an interest of a financial nature.

Project Participants will declare and complete a Conflict of Interest Declaration Form provided in **Appendix 4**, for any and all real, potential or perceived pecuniary or non-pecuniary conflict of interest regarding the Project, at the commencement of their roles and will declare any and all future real, potential or perceived conflicts of interest as they arise.

The Council Project Manager will declare any and all real, potential or perceived conflicts of interests to Council's Manager Strategic Planning, and any and all real, potential or perceived conflicts of interest as they arise in accordance with Council's Code of Conduct and Conflict of Interest Procedure.

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 an independent Probity Advisor as required. Each declared Conflict of Interests must also be forwarded to Council's Legal and Governance branch in accordance with Council's Conflict of Interest Procedure.

Any and all actions taken in respect of conflict of interest declarations are to be reported to Council's Manager Strategic Planning (or in the case of conflict of interest declarations by the Manager Strategic Planning, by Council's Director Planning and Environment) and approved in consultation with Council's Legal and Governance branch, and clearly documented in the Conflict of Interests Register.

Insert any additional measures proposed to manage conflicts of interest.

2.2.4 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 and/or notes of any 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.

2.2.5 Confidentiality

Any Council Consultant will sign a Non-Disclosure Agreement regarding 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.

2.2.6 Media

Council's Media and Communications team will coordinate media management for the Project and respond to all media enquiries received by Council concerning the Project. Council's Media

Advisor Officer will inform the Council Project Manager and Council's Manager Strategic Planning of any and all media enquiries regarding the Project.

Communication with the media concerning Council, including but not limited to interviews, statements, and comments, is to be undertaken by Council in accordance with its respective media policies.

Communication with the media concerning the Proponent, 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.

2.2.7 Record keeping

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

2.3 Probity Plan Objectives

The objective of this Probity Plan is to provide a broad framework, including appropriate processes and procedures, to mitigate probity risks associated with the assessment of the Planning Proposal and ensure that it is conducted in accordance with the probity principles detailed in section 2.2 above.

2.4 Scope

This Probity Plan applies to all Council officials connected with the assessment of the Planning Proposal. This includes Councillors, Council officers, the Proponent and Council and Proponent- appointed contractors, consultants and advisors.

3. Probity Events

A Probity Event occurs when an action (or inaction) by either a Council official or any other person involved in or associated with the Planning Proposal:

- brings into question the integrity of the assessment process;
- breaches the requirements of this Probity Plan; or
- does or allows or omits to do something that is inconsistent with best governance practice or the objectives of this Probity Plan.

This may include the identification of conflicts of interest or making of complaints by Council officials or other stakeholders.

To maintain the integrity of the assessment process, it is imperative that all Probity Events are promptly reported and dealt with in an appropriate manner.

4. Probity Management

4.1 Overview

All Council officers with responsibilities in the assessment process must ensure that their conduct does not adversely impact on the integrity of the assessment process and 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;
- 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 Council representatives, observe the requirements of Council's Code of Conduct, other policies and procedures, and relevant legislation.

4.2 Amendment

Any amendment to this Probity Plan must be reviewed by Council's Manager Legal and Governance 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 Planning Proposal.

4.3 Implementation

Council officers are responsible for overseeing the implementation of this Probity Plan.

4.4 Probity Risk Assessment and Compliance Review

A Probity Risk Assessment (see Probity Risk Table in Appendix 1) has been conducted with the risks categorised according to the 'Probity Fundamentals' identified by the Independent Commission Against Corruption and covered in section 2 of this Probity Plan.

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 an independent probity advisor at the discretion of Council officers.

4.5 Agreement to Abide by Probity Plan

All Council officers with responsibilities in the assessment process are to be provided with a copy of this Probity Plan. Council officers and the Proponent must acknowledge that they have read and understood the Probity Plan and agree to abide by it by signing the acknowledgement of receipt provided in **Appendix 2**.

4.6 Breaches of the Probity Plan

All alleged breaches of this Probity Plan are to be referred to Council's Manager Legal and Governance or Council's General Manager who will determine how the alleged breach will be investigated and dealt with. Any Council official who is found to have breached the Probity Plan may be subject to disciplinary action in accordance with relevant provisions of the *Local Government Act 1993*, Council's Code of Conduct and/or any other relevant policy or provision. Any alleged instances of corruption will be reported by Council's General Manager to the Independent Commission Against Corruption as required by s11 of the *Independent Commission Against Corruption Act 1988*.

Council may also refer any instances of suspected fraud to the NSW Police and any alleged breaches of privacy to the NSW Privacy Commissioner. Any reports of serious wrongdoing will be dealt with in accordance with the *Public Interest Disclosures Act 2022*, where relevant.

5. Roles and Responsibilities

5.1 Overview

The Project will be managed under the following Governance Structure:

Governance Body	Roles and Responsibilities
Council Officers	<ul style="list-style-type: none"> • Council officers are bound by Council’s Code of Conduct, other Council policies and procedures, planning legislation and the provisions of the Independent Commission Against Corruption Act 1988 (NSW). • Specialist Council officers will review the Planning Proposal and provide expert technical advice relating to their area of expertise. • Insert any additional roles and responsibilities.
Council Project Manager	<ul style="list-style-type: none"> • The Council Project Manager is responsible for the day-to-day project management of the assessment of the Planning Proposal and will undertake all administrative duties. • The Council Project Manager is responsible for managing the real, potential or perceived conflicts of interest of all Project Participants in accordance with this Probity Plan, relevant policies and procedures, and relevant legislation. • The Council Project Manager will declare to the Manager Strategic Planning 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. • Insert any additional roles and responsibilities.
Specialist Council officers	<p>Specialist Council officers are responsible for:</p> <ul style="list-style-type: none"> • Providing specialist technical advice to assist in the assessment of the Planning Proposal; • Ensuring that local issues are considered throughout the assessment; • Being the primary point of contact on matters of expertise; • Providing the Council Project Manager with necessary information and documentation as required; • Liaising with NSW Government agencies; • 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;

	<ul style="list-style-type: none"> • Council officers are bound by Council’s Code of Conduct, other Council policies and procedures, planning legislation and the provisions of the Independent Commission Against Corruption Act 1988 (NSW).
Camden Local Planning Panel (CLPP)	<ul style="list-style-type: none"> • The Camden Local Planning Panel (CLPP) consists of three independent expert members and a community member that considers and is responsible for providing advice on planning proposals. • The Planning Proposal is to be referred to the CLPP before it is reported to the Elected Council or forwarded to the Minister under section 3.34 of the EP&A Act (forwarded by Council for a Gateway Determination). • The CLPP is bound by the Camden Local Planning Panel Operational Procedures and the NSW Government Local Planning Panel’s Code of Conduct.
DPHI	<ul style="list-style-type: none"> • DPHI has the primary role of administering the planning system under the EP&A Act. • DPHI is to advise the Minister in the process for the Precincts SEPP and DCP amendments. • DPHI Officers are bound by their Department’s Code of Conduct, other relevant NSW Government policies and procedures, and the provisions of the Independent Commission Against Corruption Act 1988 (NSW).
Camden Council	<ul style="list-style-type: none"> • Council will be updated/consulted regarding the Project via Councillor Workshops during the assessment process. • Council is responsible for the preparation and approval of amendments to a CP pursuant to Section 7.11 of the EP&A Act. • Council is responsible for determining that a Planning Proposal has sufficient merit to proceed to DPHI for a Gateway Determination. • Council is 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).
Proponent (including Lead Consultant representing the Proponent)	<ul style="list-style-type: none"> • The Proponent is to undertake all studies regarding the Project in collaboration with the Project Manager and Council Planning Consultant to inform the assessment of

	<p>the Planning Proposal process; and the Proponent is to cover all costs associated with this.</p> <ul style="list-style-type: none"> • The Proponent is to ensure open communication between consultants appointed by it and the Council Project Manager. • The Proponent is to have the same rights as all landowners and the community to respond to planning documents exhibited for public comment. • The Proponent is bound by relevant government planning policies and relevant legislation including but not limited to the <i>Local Government Act 1993</i>, EP&A Act, the <i>Independent Commission Against Corruption Act 1988</i> (NSW) and the Council Planning Proposal Policy and Procedure. • <i>Note: A new Probity Plan may be enacted in circumstances where there are changes to the primary land ownership within the Planning Proposal site. The requirements outlined in this Probity Plan are to apply to any new Proponent, where necessary.</i>
--	---

6. Appendices

- 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 - Probity Risk Table

Probity Risk	Detail of Risk	Implications	Controls in Place	Record of Actions Take (Where Applicable)
Value for Money	Planning expenditure, including consultants, does not provide value for money.	Waste of public funds. Damage to reputation of DPHI and Council. Media and political embarrassment for NSW Government.	Controls 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 in accordance with Council's adopted fees and charges. This includes funding peer review of technical studies where required by Council officers.	[Insert Actions Taken]
	Extra costs expended because planning advice from consultants is not accurate or incomplete due to poor performance, variable data and inadequate review.	Planning outcomes compromised. Media and political embarrassment for NSW Government. Delays to project. Extra costs.	Planning advice and reports will be checked for quality by the relevant Specialist Council officers, Council Project officer and Council Planning Consultant. Other NSW Government agencies will also review reports where relevant.	[Insert Actions Taken]
Impartiality	Planning decisions favour the Proponent and/or Council at the expense of the local community.	Public criticism that process has political influence. Loss of confidence in Project.	The public exhibition process will be undertaken in accordance with EP&A Act to involve public in decision making. A Communication and Engagement Strategy will be developed to guide the consultation process. The Proponent does not have a decision making role during the process. Planning advice will be sought from the CLPP prior to reporting to Council and advice from the CLPP will inform the final planning proposal package. The Lobbying of Government Officials (Lobbyists Code of Conduct) Regulation 2014 and formal meeting procedures must be adhered to in all meetings between the Proponent and Government agencies including Council and/or DPHI representatives. Council officers will adhere to relevant Codes of Conduct and Conflict of Interest protocols.	[Insert Actions Taken]
	The Proponent's representatives lobby Government and Council directly to achieve	Improper influence on planning decisions. Media embarrassment for	Government and Council decision-making procedures must be followed and transparent.	[Insert Actions Taken]

	desired planning outcomes.	NSW Government and Council.	Legal requirements regarding the declaration of political donations must be adhered to. Advice sought from the CLPP on the Planning Proposal. Separation of DPHI and Council officers from lobbying activities. Lobbying of Government Officials (Lobbyists Code of Conduct) Regulation 2014 and DPHI procedures adhered to. Councillor Access to Information and Advice Policy must be adhered to.	
	DPHI and Council officers develop improper relationship with Proponent.	Improper influence on planning decisions. Corrupt conduct by public officials.	DPHI and Council Codes of Conduct are in place. Council officers to be reminded of probity issues and correct behaviour in interactions with the Proponent. All meetings to be undertaken at official premises (Department, Council building). At least two (2) or more Council or DPHI officers need to be present in each meeting, with Minutes taken. At least two (2) or more Council officers are to be present at any meeting between the Proponent and/or Proponent Consultant and Council Consultant Planner (if applicable) with Minutes taken. The Proponent agrees to Probity Plan requirements. All project participants to formally declare any real, potential, or perceived conflicts of interest.	[Insert Actions Taken]
	Conflict of roles for Council as a landowner and planning consent authority.	Public criticism that outcomes confer improper advantage to Council.	Complete where relevant - for example - where Council is a land owner, additional controls are in place to ensure that there is an internal separation of roles for strategic planning officers and Council officers dealing with Council owned land and that an external consultant is employed to undertake an independent assessment of the Planning Proposal.	<i>Complete where relevant - for example - only internal Council officers involved in providing comment on the Planning Proposal will have access to details of the Planning proposal prior to Public Exhibition and must agree to adhere to this Probity Plan. Appoint Consultant Planner to</i>

				<i>undertake independent assessment of Planning Proposal and review comments made by internal teams. The Planning Proposal to be referred to Council's Property team as part of the public exhibition process.</i>
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 conflicts of interest for all Project participants, including consultants, once declared. Where Council officers engage a consultant, they will adhere to Council's procurement procedures. Where the Proponent engages a consultant, the Proponent must consult with Council officers in the preparation of the draft consultant brief.	[Insert Actions Taken]
	Consultants have conflict of interests.	Inappropriate advice provided. Loss of confidence in planning process.	All conflicts of interest 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 DPHI relevant policies.	[Insert Actions Taken]
	Conflict of interest for DPHI and Council officers not identified and dealt with.	Planning outcomes compromised.	DPHI and Council Codes of Conduct in place. Officers made aware of responsibilities. Conflict of Interest Declarations made to the Council Project Manager and reviewed by independent Probity Advisor, as necessary. Proponent, DPHI and Council officers to declare any and all conflicts of interest and follow the requirements set out in this Probity Plan.	[Insert Actions Taken]

Transparency and Accountability	The Proponent and Project Participants do not understand probity requirements.	Breach of probity affecting the integrity of the Project.	Project participants are made aware of the Probity Plan for the Planning Proposal. Probity Risk Assessment is carried out. All project participants are to complete the Conflict of Interest Disclosure, and Governance and Probity Declaration.	[Insert Actions Taken]
	Decision making 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.	The Project Manager project manages the assessment of the Planning Proposal and adheres to this Probity Plan and other polices that apply to Council officers. Other decisions by Council and/or DPHI are to comply with existing statutory requirements. Proponent participation in the assessment process is governed by this Probity Plan. Agenda and Minutes will be prepared and stored on Council's EDMS.	[Insert Actions Taken]
	No documented justification for decisions made.	Review bodies have no records to confirm the process. Decisions cannot be justified.	Appropriate records created and maintained.	[Insert Actions Taken]
	Responses to Public Exhibition not properly considered.	Loss of public confidence in planning process.	Review of submissions to be undertaken in accordance with Council's Community Participation Plan. A Submission Response table will be prepared. It will include actions undertaken to address matters raised in submissions and will be provided as part of any report considered by Council. Proponent only involved as necessary for effective planning. Council coordinates the consultation and ensures the input from local community.	[Insert Actions Taken]
	Communication and engagement with the Proponent results in groups being treated selectively.	Perceptions of favouritism undermine public confidence in the planning process.	A Communication and Engagement Strategy will guide consultation throughout the assessment process. Meetings with Proponent formally minuted.	[Insert Actions Taken]

Confidentiality	Consultant and Council reports not secured.	Sensitive planning information becomes available to unauthorised parties. Release of sensitive reports may lead to criticism of planning outcomes.	Council procedures in place for secure storage of hard copies and material on computer network. Probity Plan defines confidentiality requirements.	[Insert Actions Taken]
	Proponent gains 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 and engagement with Proponent.	[Insert Actions Taken]
	Planning information available prematurely.	Unfair benefit to recipients.	Council Project Manager oversees the release of Planning Proposal information to Council officers and determines access to material on an as need basis.	[Insert Actions Taken]
	Consultant appointment files not secured.	Unauthorised access to confidential commercial information.	Procurement documentation for the engagement of consultants to be stored in a locked secure file in EDMS with access limited.	[Insert Actions Taken]
	Breach of IT security.	Inappropriate access to confidential information.	All information stored on secure drives at DPHI and Council. Access to IT system controlled.	[Insert Actions Taken]
Media, Communication and Engagement	Media reports speculatively.	Inappropriate, inconsistent or incorrect information provided to the public. Landowners are misinformed.	Responsibility for public comment on Planning Proposal to be established in a Communication and Engagement 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 and Engagement Strategy is to be developed and approved by Council.	[Insert Actions Taken]

Appendix 2 - Acknowledgement of Receipt of Probity Plan

Insert Name of Planning Proposal Planning Proposal

This is to acknowledge receipt of a copy of the Probity Plan for the abovementioned Planning Proposal.

As a person involved in the submission and/or assessment of the abovementioned Planning Proposal, I have read the Probity Plan and agree to abide by and implement its provisions in the discharge of my responsibilities.

Dated this day of 20.....

.....
Signature

.....
Name

.....
Organisation/ Agency

Appendix 3 - Non-Disclosure Agreement

Name (Recipient Party)	Insert Name
Recipient Address	Insert Address
Recipient Email	Insert Email Address
Disclosing Party	Camden Council (ABN 31 117 341 764) (Council)
Disclosing Party Address	70 Central Avenue, Oran Park NSW 2570
Disclosing Party Email	Insert Email Address
In relation to the	Insert Name of Planning Proposal
Permitted Use	List reason for release and disclosure information.

Background

Council is considering disclosing to the Recipient certain Confidential Information for the Permitted Use.

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.

The Recipient acknowledges the desire and right of Council to protect Confidential Information. 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 Agreement.

Agreed Terms

- a. Definitions and Interpretation

Definitions

In this Agreement, unless the context otherwise requires:

- (a) **Agreement** means this Non-Disclosure Agreement.
- (b) **Confidential Information** means all Information and Documents:
 - Including but not limited to documents and information relating to the Planning Proposal.
 - Acquired by or disclosed to the Recipient or its Representatives by Council in the course of discussions related to the Permitted Use;
 - Of which the Recipient or its Representatives becomes aware in the course of discussions related to the Permitted Use;
 - Acquired by the Recipient or its Representatives in the course of discussions prior to the Date of this Agreement in relation to the Permitted Use;

Which, by their nature, should reasonably be considered confidential;

Which, by their nature could reasonably be considered to be trade secrets or Information which is capable of protection at Law or equity as Confidential Information;

Derived or produced partly or wholly from the Information including any calculation, conclusion, summary or computer modelling;

Which, either verbally or in writing, is nominated, designated or indicated as being the proprietary or confidential information of Council or of 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 Agreement.

- (c) **Council** means Camden Council, its representatives and/or any person authorised to act on Council's behalf.
- (d) **Date** means the date specified on page 1 of this Agreement.
- (e) **Document** includes but is not limited to:
 - i. Paper or other material containing 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, any other Government Agency or other third party;
 - 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, any other Government Agency or other third party.

- (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 Agreement except where reference is made to a “third party”.
- (k) **Recipient** means the recipient specified on page 1 of this Agreement.
- (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.

b. 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 Agreement; 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.

c. Disclosure and Use of Confidential Information

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.

Recipient to make its own assessment

The Recipient acknowledges and agrees that:

- (a) 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.

No obligation to disclose information

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

No representations or warranties given

The Recipient acknowledges that neither 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.

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.

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.

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).

Disclosure required by Law

If the Recipient is required by Law to disclose any Confidential Information to a third party, 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.
- (d) Representatives

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** (if applicable); and
- iv. Deliver the signed undertaking to Council.

Breach by Representative

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

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 Agreement.

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

f. No Exclusion of Law

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

g. Waiver

- (a) No waiver by Council of one breach of any obligation or provision contained or implied in this Agreement shall operate as a waiver of another breach of the same or of any other obligation or provision contained or implied in this Agreement.
- (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.

h. Governing Law

The Laws of New South Wales apply to the construction and interpretation of this Agreement 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.

i. Term of Agreement

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 Agreement; and
- (b) Survive the termination or expiry of any employment, engagement or assignment in respect of this Agreement and/or the Permitted Use.

j. 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 Agreement by the Recipient or its Representatives or any disclosure of the Confidential Information by the Recipient or its Representatives.

k. 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.

l. 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 Agreement 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.

m. 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 Agreement.

n. No Revocation

This Agreement may not be revoked or otherwise modified except by written agreement signed by both parties.

o. Entire Understanding

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

EXECUTED AS AN AGREEMENT IN ACCORDANCE WITH S127(1) OF THE CORPORATIONS ACT 2001 (CTH)

Date	Insert Date
Name of Recipient Party	Insert Name
Signature of Recipient Party	
Name of Witness	Insert Name
Signature of Witness	

Attachment A (Clause 2.4.1)

Confidentiality Undertaking

Subconsultant/Employee/Subcontractor: [insert name and business name if applicable]
Permitted Use: [insert reason for access]
Non-Disclosure Agreement: [insert name of Planning Proposal] dated [insert date]
Recipient Party: [insert name of organisation/person]

I agree:

- (a) That the Recipient has informed me of the terms of the Non-Disclosure Agreement 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)

Appendix 4 - Conflict of Interest Declaration Form

Made On	Insert Date
by Name/Role	Insert Name
of Organisation	Insert Organisation

(‘the Recipient’)

Background

- a. As a result of the Recipient’s role in the Insert name of Planning Proposal, the Recipient must declare any and all conflicts of interests.

Conflict of Interests

- b. A conflict of interests may be pecuniary or non-pecuniary.
- c. 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 are, or your spouse or de facto partner, your relative, or your nominee, partner or employer is a shareholder or member.
- d. 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 Planning Proposal Name]

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 Planning Proposal.

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 Planning Proposal.

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.	I hereby declare that I have received and appropriately noted this Declaration and confirm the agreed actions.
Signature	Signature
[Print Name] Name (Printed)	[Print Name] Name (Printed)
[Insert Date] Date	[Insert Date] Date



Camden Council
www.camden.nsw.gov.au
Phone: 13 22 63