



Maddocks

PROBITY FRAMEWORK

Improving Floodplain Connections Program

Department of Planning and Environment (Department)

Contents

1. BACKGROUND	4
1.1 Improving Floodplain Connections Program	4
1.2 Governance of the IFC Program	4
1.3 Scope of the IFC Program	5
2. PURPOSE OF THIS PROBITY FRAMEWORK	6
2.1 What is probity?	6
2.2 Purpose of this Probity Framework	7
3. EXISTING OBLIGATIONS	7
3.1 Departmental policies	7
3.2 Obligations under NSW legislation and policy	8
4. SUBSIDIARY PROBITY FRAMEWORKS AND PROBITY PLANS, AND PROBITY PROTOCOLS	8
4.1 Subsidiary Probity Frameworks and Probity Plans	8
4.2 Development of new Probity Protocols	9
5. WHO DOES THIS PROBITY FRAMEWORK APPLY TO?	9
5.1 Program Personnel	9
5.2 Determination as to whether a person is Program Personnel	9
5.3 Distribution	10
5.4 Duration of requirements under this Probity Framework	10
6. KEY ROLES	10
6.1 Program Probity Officer	10
6.2 Program Manager	11
6.3 Department personnel	11
6.4 Probity Advisor	11
7. AMENDMENTS TO AND DEPARTURES FROM THIS FRAMEWORK	12
7.1 Amendments to, or departures from, the requirements of this Probity Framework will be subject to the approval of:	12
7.2 The relevant Probity Adviser (see clause 6.4) should be consulted on any amendments to, or departures from, this Probity Framework	12
8. PROBITY PRINCIPLES	12
8.1 General	12
8.2 Avoid perceptions that undermine confidence in the IFC Program	13
8.3 Fairness and equitable treatment	13
9. MANAGING CONFLICTS OF INTEREST	14
9.1 Conflicts of interest	14
9.2 Conflict of interest declarations	15
9.3 Management and mitigation of conflict of interest risks	16
9.4 Flexible and pragmatic approach to conflicts of interest	16
10. CONFIDENTIALITY AND INFORMATION SECURITY REQUIREMENTS	17
10.1 What is Program Information?	17
10.2 Program Information security measures	17
10.3 Confidentiality acknowledgements and deeds	18
10.4 Disclosure of Program Information	19
11. RECORD-KEEPING REQUIREMENTS	19
11.1 General	19

11.2	Keeping of probity registers	19
12.	COMMUNICATIONS	20
12.1	Program communications generally	20
12.2	Contact Officer	20
12.3	Social media and the media	21
12.4	Communications with Participants	21
13.	ENGAGEMENT WITH PARTICIPANTS	21
13.1	Application	21
13.2	Participant selection	22
Note: The IFC Program Communications and Engagement Plan is a relevant policy		22
13.3	Meetings with Participants	22
13.4	Business as usual contact with Participants	23
13.5	Gifts and hospitality	23
13.6	Social functions or conferences	24
13.7	Offers of employment	24
14.	DEALING WITH PROBITY ISSUES OR COMPLAINTS	24
14.1	Process	24
14.2	Directions	24
Schedule 1	Probity Framework, Confidentiality Acknowledgement and Declaration of Interests (Public Service and WaterNSW Employees)	26
Schedule 2	Probity Framework, Confidentiality Acknowledgment and Declaration of Interests (contractors, consultants and advisors)	30

PROBITY FRAMEWORK

1. BACKGROUND

1.1 Improving Floodplain Connections Program

1.1.1 The Improving Floodplain Connections Program (**IFC Program**) is a partnership between the State of NSW (**NSW**) and the Commonwealth of Australia (**Commonwealth**) that seeks to increase the connectivity and inundation of floodplain and wetland habitat in the Northern valleys of the Murray-Darling Basin (**Basin**), being the valleys of the Macquarie, Namoi, Gwydir, Border Rivers and Barwon-Darling (**Northern Valleys**).

1.1.2 This will be achieved by June 2024 through an accelerated compliance program initially considering 110 priority areas in the Northern Valleys of the Basin to either:

- (a) reach a decision that certain flood works within the meaning of the *Water Management Act 2000 (WM Act)*, which cannot be modified to meet the requirements of the WM Act to obtain the requisite approvals, be removed; or
- (b) modify certain flood works including working with landowners to bring their use of the works into compliance with any existing approval; or
- (c) regularise certain flood works by granting necessary approvals;

(together, the **Priority Unapproved Flood Works**).

1.1.0 NSW has entered into a funding agreement with the Commonwealth to the value of \$10.2m to deliver the IFC Program.

1.1.1 The IFC program is a partnership between the Department and the Department of Climate Change, Energy, the Environment and Water. It is a cross-agency program that is led by the Department's Water division (**DPE – Water**). The following NSW agencies and groups will work with DPE – Water to deliver the IFC Program in line with arrangements agreed to between the parties in the *Improving Floodplain Connections Memorandum of Understanding* (INT22/84565) (**MOU**):

- (a) Natural Resources Access Regulator (**NRAR**);
- (b) WaterNSW;
- (c) DPE - Crown Lands;
- (d) DPE – Environment and Heritage Group (**EHG**);
- (e) Department of Primary Industries (**DPI**) Fisheries; and
- (f) DPI Agriculture

(together, the **Project Partners**).

1.2 Governance of the IFC Program

1.2.1 Implementation of the IFC Program will be guided and supported by the following governance structure:

- (a) Governance Board;
- (b) IFC Executive Steering Group;
- (c) IFC Working Group; and
- (d) Technical specialist (engaged as project activities require) and will comprise Project Partners, their employees and consultants.

1.2.2 The governance framework and structure set out in clause 1.2.1 was established by DPE-Water as part of its *Improving Floodplain Connection Program Plan 2022* and its *Governance and Terms of Reference document – August 2022* (INT22/87954) for the IFC Program. These documents set out the following in respect of each group:

- (a) membership;
- (b) procedures including:
 - (i) timing of meetings;
 - (ii) decision-making processes;
 - (iii) other operational matters such as Probity Officer support;
 - (iv) an issues resolution process, including how issues are to be escalated and resolved; and
- (c) roles and responsibilities.

Note: The documents referred to in clause 1.2.2 should be consulted in the event that an issue arises that requires resolution.

1.3 Scope of the IFC Program

1.3.1 The IFC program is an accelerated compliance program for Priority Unapproved Flood Works that are within one of the following categories:

- they do not have a flood work approval under the WM Act;
- they did not need an approval at the time of construction but now need an approval under a floodplain management plan;
- there is an existing flood work approval but the work is being used in a manner that is inconsistent with the conditions of the approval.

1.3.2 Under the IFC program, Priority Unapproved Flood Works in the Northern Valleys will be remediated to meet the requirements of the existing regulatory framework. Remediation may include realignment or modification of the works. Those that cannot be remediated will need to be removed.

1.3.3 The aim of the program is to speed up the remediation (modification or removal) of the Priority Unapproved Flood Works across the Northern Valleys to maximise the benefits of the NSW Floodplain Management reforms.

Priority unapproved works

1.3.4 The priority unapproved flood works in the Northern Valleys have been identified through existing floodplain models and studies, and referrals from government environment and natural resource management agencies. These areas are being

prioritised because of their potential impacts identified using a range of hydraulic, ecological and cultural impact assessment measures.

Remediation (modification or removal) of Priority Unapproved Flood Works

- 1.3.5 A detailed desk-top assessment of the identified Priority Unapproved Flood Works, followed by ground-truthing by NRAR, will identify the physical dimensions and licensing status of individual works. This initial assessment will inform the likelihood of works being able to be brought into compliance through modification and the works that will need to be removed.
- 1.3.6 For works that can be modified, DPE–Water will support landholders with flood work approval applications, including pre-application assessments. The landholder will then be responsible for construction works related to the remediation of the works. For works that cannot be modified, the landholder will be responsible for its removal.
- 1.3.7 NRAR and WaterNSW will monitor and assess the remediation of the works and grant flood work approvals where the statutory requirements are met. This process will not lead to the issue of a floodplain harvesting licence.
- 1.3.8 The IFC Program will be implemented in stages, valley by valley, as follows:
 - (a) Tranche 1 - Border Rivers, Gwydir and Barwon Darling valleys
 - identifying and assessing flood works within prioritised hotspots areas
 - engaging with landholders, First Nations and communities
 - monitoring and assessment of remediation activities
 - (b) Tranche 2 - Namoi and Macquarie valleys
 - identifying and assessing flood works within prioritised hotspots areas
 - engaging with landholders, First Nations and communities
 - monitoring and assessment of remediation activities.

2. PURPOSE OF THIS PROBITY FRAMEWORK

2.1 What is probity?

- 2.1.0 'Probity' is the evidence of ethical behaviour and can be defined as complete and confirmed integrity, uprightness and honesty in the IFC Program. Demonstrating probity means more than just avoiding corrupt or dishonest conduct. It involves proactively demonstrating that the process that is followed in the IFC program is robust and any decisions or outcomes are beyond reproach. This is important to NSW Government agencies in carrying out their functions as it helps to ensure that decisions are made with integrity, fairness and accountability, while attaining value for money.
- 2.1.1 Members of the public, the Department's stakeholders and industry have a reasonable expectation that Members of Parliament and their staff, all Departmental employees and contractors involved in the IFC Program will perform their duties in a fair and unbiased way, and that the decisions they make will not be affected by self-interest or personal gain.

2.2 Purpose of this Probity Framework

2.2.1 This Probity Framework establishes the probity principles, procedures and controls that apply to all work streams and activities being undertaken for the purposes of the IFC Program. It is to be observed at all times during the lifecycle of the IFC Program.

2.2.2 For the avoidance of doubt, if it is unclear whether a work stream or a specific activity falls within the scope of the IFC Program, the IFC Executive Steering Group will make a determination with respect to such activities.

2.2.3 If a determination is made that the specific activity is within scope, that work stream or activity will be a work stream or activity for the purposes of this Probity Framework and the individuals involved in it will be 'Program Personnel' (see clause 5).

2.2.4 The purpose of this Probity Framework is to:

- (a) inform relevant stakeholders of the probity controls, processes and principles that apply to the IFC Program;
- (b) ensure that a high standard of ethics and probity are achieved in all aspects of the IFC Program;
- (c) facilitate transparency and accountability through a comprehensive audit trail which assists the Department in achieving defensible outcomes and meeting its obligations to the people of NSW, the Commonwealth, as well as other stakeholders;
- (d) assist DPE – Water and those involved in IFC Program to identify and manage probity issues and ensure that all staff and contractors have guidance on key issues; and
- (e) create an overarching probity framework that will inform all aspects of the IFC Program

2.2.5 This Probity Framework establishes the standards of practice and behaviour for those involved in the IFC Program, as well as assigning responsibilities to individuals with specific roles in ensuring the established probity processes and standards are met. It will underpin and foster a culture of ethics and fair dealing in which (without limitation):

- (a) documented processes, where relevant, are applied;
- (b) a clear audit trail is established;
- (c) consultations and information-sharing are managed consistently, ethically and transparently (consistent with confidentiality obligations); and
- (d) decision making is fair, transparent and defensible.

3. EXISTING OBLIGATIONS

3.1 Departmental policies

3.1.1 Any protocols in this Probity Framework should be read in conjunction with all applicable departmental policies including the *Code of Ethics and Conduct for*

NSW government sector employees (NSW Public Sector Commission, 20 April 2015).

3.2 Obligations under NSW legislation and policy

3.2.1 This Probity Framework does not replace, but applies in addition to, any relevant obligations under NSW legislation and policy, including (as applicable and without limitation):

- (a) *Government Information (Public Access) Act 2009*;
- (b) *Government Sector Employment Act 2013*;
- (c) *Government Sector Finance Act 2018*;
- (d) *Independent Commission Against Corruption Act 1988*;
- (e) *Privacy and Personal and Information Protection Act 1998*;
- (f) *Public works and Procurement Act 1912*;
- (g) *State Records Act 1998*.

4. SUBSIDIARY PROBITY FRAMEWORKS AND PROBITY PLANS, AND PROBITY PROTOCOLS

4.1 Subsidiary Probity Frameworks and Probity Plans

- 4.1.1 The Department may (but does not have to) develop a probity framework (**Subsidiary Framework**) or a subsidiary probity plan (**Probity Plan**) that applies to a particular aspect or activity of the IFC Program. If it does, this will be a subsidiary to this Probity Framework.
- 4.1.2 In determining whether a Subsidiary Framework or Probity Plan is required, regard should be had to factors such as (but not limited to):
 - (a) whether the activity raises specific probity issues or risks that need to be managed;
 - (b) whether the activity will have, or should have, different, tailored or more detailed probity measures from those set out in this Probity Framework; and
 - (c) the complexity, significance, stakeholder engagement activities, relevant public interest, sensitivity or the overall risk profile of the activity.
- 4.1.3 The Department may seek advice from the relevant Probity Adviser (see clause 6.4) in determining whether a Subsidiary Framework or Probity Plan is appropriate and, if it is, in preparing the Subsidiary Framework or Probity Plan.
- 4.1.4 A Subsidiary Framework or Probity Plan takes effect once it is approved by the Program Manager (or their delegate) and will form part of this Probity Framework.
- 4.1.5 Any Subsidiary Framework or Probity Plan is subordinate to this Probity Framework to the extent of any inconsistency, except where it is expressly noted in the relevant Subsidiary Framework or Probity Plan.

4.1.6 Any Subsidiary Framework or Probity Plan will specify whether it incorporates a Probity Protocol issued under this Probity Framework.

4.2 Development of new Probity Protocols

4.2.1 The Department may also develop probity protocols that apply to a specific activity undertaken for the purposes of a the IFC Program, or which deal with a particular risk or issue (**Probity Protocols**).

4.2.2 A Probity Protocol will give additional guidance as to how the activity will be carried out, or how the risk or issue will be dealt with (as applicable), in a manner that complies with probity requirements.

4.2.3 A Probity Protocol takes effect once it is approved by the Program Manager (or their delegate).

4.2.4 The Department may seek the advice of the relevant Probity Adviser (see clause 6.4) in developing a Probity Protocol.

4.2.5 Any Probity Protocol is subordinate to this Probity Framework to the extent of any inconsistency, except where it is expressly noted in the relevant Probity Protocol.

5. WHO DOES THIS PROBITY FRAMEWORK APPLY TO?

5.1 Program Personnel

5.1.1 Subject to the rest of this clause 5, this Probity Framework will apply to:

- (a) all the Department's employees;
- (b) all Project Partners and their employees; and
- (c) all contractors, consultants and advisers (whether engaged by the Department or a Project Partner) who are directly involved in the IFC Program

(together, the **Program Personnel**).

5.2 Determination as to whether a person is Program Personnel

5.2.1 Given the number and range of stakeholders involved in the IFC Program and the individuals that may be given access to information about it, or otherwise consulted, asked to provide technical expertise, or similar, the Program Manager is authorised to determine whether a particular individual:

- (a) is 'Program Personnel' and, therefore, subject to the full application of this Probity Framework; or
- (b) is not 'Program Personnel', but is approved to receive confidential IFC Program information (**Participant**).

5.2.2 A determination by the Program Manager under clause 5.2.1(b) can be subject to conditions including, for example (but not limited to), requiring that the individual Participant:

- (a) is given a probity briefing;

- (b) signs a confidentiality deed or similar (which may be similar to that in the template for the Probity Framework, Confidentiality and Declaration of Interest Acknowledgement form (see Schedule 1 and Schedule 2) or may be a specifically tailored confidentiality deed;
- (c) completes a conflict of interest declaration (which may be similar to the declaration of interests in the template for the Probity Framework, Confidentiality and Declaration of Interest Acknowledgement form (see Schedule 1 and Schedule 2) or may be a specifically tailored conflict of interest declaration form;
- (d) must comply with any relevant Probity Protocols developed by the Department in relation to the IFC Program and any aspect of it that they are involved in;
- (e) must comply with certain, specific provisions in this Probity Framework as advised to them by the Program Manager from time to time; or
- (f) any other conditions the Program Manager considers necessary to preserve the integrity of the Program.

5.2.3 A record of any determination by the Program Manager under clause 5.2.1 and the implementation of any conditions will be kept by the Program Probity Officer in accordance with the Records-Keeping Requirements specified in clause 11. It should also be recorded in the probity register

5.3 **Distribution**

- 5.3.1 The Program Probity Officer is responsible for ensuring the distribution of, this Probity Framework and any applicable Subsidiary Frameworks, Probity Plans and Probity Protocols, to Program Personnel.
- 5.3.2 Program Personnel must familiarise themselves with, and comply with, this Probity Framework and any applicable Subsidiary Probity Frameworks, Probity Plans or Probity Protocols, as well as with the Department's probity policies and processes.

5.4 **Duration of requirements under this Probity Framework**

- 5.4.1 Subject to clause 5.4.2, the requirements of this Probity Framework will expire at the conclusion of IFC Program or as otherwise determined by the Program Manager.
- 5.4.2 The duration of any confidentiality obligations relating to IFC Program will be governed by any applicable legislation and by any confidentiality undertakings entered into with respect to that information.

6. **KEY ROLES**

6.1 **Program Probity Officer**

- 6.1.1 <Name> is the Program Probity Officer.
- 6.1.2 The Program Probity Officer will be responsible for administering this Probity Framework and any Subsidiary Frameworks, Probity Plans or Probity Protocols (see clause 4).

6.1.3 For the avoidance of doubt, where appropriate, the Program Probity Officer may delegate their responsibility for particular tasks. Any delegation under this clause 6.1.3 will be recorded in writing.

6.1.4 The Program Probity Officer will ensure consistency across the IFC Program from a probity perspective in the administration of the Probity Framework and any Subsidiary Frameworks, Probity Plans or Probity Protocols.

6.2 Program Manager

6.2.1 <Name> is the Program Manager.

6.2.2 The Program Manager has responsibility for key probity-related decisions as set out in this Probity Framework.

6.2.0 For the avoidance of doubt, where appropriate, the Program Manager may delegate their responsibility for particular tasks. Any delegation under this clause 6.2.1 will be recorded in writing.

6.3 Department personnel

6.3.1 The Program Manager may identify Departmental personnel to assist with the IFC Program and its implementation at its direction.

6.3.2 Any such Departmental personnel are 'Program Personnel' for the purposes of this Probity Plan.

6.4 Probity Advisor

6.4.1 Maddocks has been appointed as the external Probity Adviser to the Department (**Probity Adviser**) for the overall Program.

6.4.2 The Probity Adviser's contact details are as follows:

Maddocks

Angel Place, Level 27, 123 Pitt Street, Sydney NSW 2000
Telephone (02) 9291 6100

6.4.3 The Department may (if it considers it appropriate) appoint a different probity adviser in respect of specific aspects, activities or work streams for the IFC Program.

6.4.4 The Probity Adviser will provide probity advice and monitoring as is reasonably necessary to ensure all activities are conducted in a way that is compliant with applicable policies and legislation, this Probity Framework and any applicable Subsidiary Framework, Probity Plan or Probity Protocol.

6.4.5 The Probity Adviser will, at all times, exercise independent judgment.

6.4.6 Part of the role of the Probity Adviser is to work with the Department to establish processes that are intended to ensure:

- (a) open, fair, accountable and consistent practices, designed to help the Department realise its legal and policy objectives for the IFC Program;
- (b) the defensibility of the IFC Program and its ability to withstand adverse scrutiny;

- (c) that actual, potential and perceived conflicts of interest are identified and managed; and
- (d) that all confidential information is secure.

6.4.7 The Probity Adviser's tasks include:

- (a) drafting this Probity Framework;
- (b) drafting a process for communicating with external stakeholders and the community;
- (c) drafting and/or providing advice in relation to, and the preparation of Subsidiary Frameworks, Probity Plans and Probity Protocols;
- (d) providing probity briefings to Program Personnel and Participants;
- (e) reviewing relevant documentation related to the IFC Program, from a probity perspective;
- (f) providing a sign off on the compliance of the conduct of an activity with this Probity Framework and any applicable Subsidiary Framework, Probity Plan or Probity Protocol; and
- (g) providing probity advice in relation to the IFC Program, including advice to address any probity concerns / issues that might arise.

7. AMENDMENTS TO AND DEPARTURES FROM THIS FRAMEWORK

7.1 Amendments to, or departures from, the requirements of this Probity Framework will be subject to the approval of:

- 7.1.1 for minor, non-substantive amendments or departures, the Program Probity Officer; and
- 7.1.2 for substantive, material amendments or departures, the Program Manager.

7.2 The relevant Probity Adviser (see clause 6.4) should be consulted on any amendments to, or departures from, this Probity Framework.

8. PROBITY PRINCIPLES

8.1 General

- 8.1.1 All involved in IFC Program will be provided access to this Probity Framework.
- 8.1.2 Each person must complete a Probity Framework and Confidentiality Acknowledgement and Declaration form (see Schedule 1 and Schedule 2) to demonstrate that they have read and understood their obligations with respect to probity and return it to the Program Manager (or their nominee for this purpose).
- 8.1.3 Adherence to probity principles will help the Department ensure and demonstrate that the IFC Program is an open, fair, accountable and defensible process.

8.1.4 In undertaking the IFC Program, Program Personnel must always act in a way that is fair and open and should demonstrate the highest levels of probity and integrity, consistent with the public interest.

8.1.5 All Program Personnel must behave in a way that complies with, or gives effect to, the principles in this Probity Framework when involved in any aspect of the IFC Program. In particular, all Program Personnel should act in a way that promotes the following:

- (a) honesty and impartiality;
- (b) the identification and management of conflicts of interest;
- (c) the implementation of appropriate confidentiality and security arrangements;
- (d) consistency and transparency of the process;
- (e) engagement that is inclusive; and
- (f) compliance with the applicable legal and policy framework.

8.1.6 In developing the processes for any aspect of the IFC Program, Program Personnel must ensure that clear criteria are established to enable the efficient and effective assessment and determination of any aspect of the program such that any assessment or decision is fair, transparent, consistent and repeatable.

8.1.7 All stakeholder and community engagement conducted for the IFC Program must be guided by the Department's 'Stakeholder and Community Engagement Policy IND-1-245 (March 2018)' (as updated from time to time), and all involved must comply with the principles outlined in that policy. The Program Manager and Program Probity Officer must also liaise with the Water Communications, Media and Engagement team when planning any engagement activities.

8.1.8 When engaging with landholders, First Nations people, the community and other stakeholders, Program Personnel must ensure that any engagement process that is undertaken is inclusive and consistent, any information provided is accurate, the process is transparent and it is conducted in a timely manner.

8.2 Avoid perceptions that undermine confidence in the IFC Program

8.2.1 Program Personnel must:

- (a) ensure their conduct in connection with the IFC Program does not give rise to a perception that would allow for the erosion of government, industry and community confidence in the way the IFC Program is conducted; and
- (b) avoid any conduct that may increase the risk of any issues associated with the integrity of the IFC Program, or in a way that risks the IFC Program being raised as a matter of public concern.

8.3 Fairness and equitable treatment

8.3.1 All Program Personnel:

- (a) must act impartially and not give preferential treatment to anyone including a private organisation, individual or other stakeholders including landholders;
- (b) must act lawfully, fairly, honestly and in the best interests of NSW and the overarching aims of the IFC Program;

- (c) must treat all stakeholders and Proponents in an equitable manner throughout the lifecycle of IFC Program, including by ensuring that consistent information is provided to all; and
- (d) must not publicly express personal opinions about the IFC Program or its outcomes without written permission from the Department or, in the case of external contractors, as provided in their engagement package.

9. MANAGING CONFLICTS OF INTEREST

9.1 Conflicts of interest

- 9.1.1 A 'conflict of interest' arises when persons are influenced, or appear to be influenced, by personal or private interests or relationships when carrying out their public or professional duty.
- 9.1.2 Conflicts of interest include:
 - (a) '**actual**' conflicts of interest - where a person's private interests or relationships conflict with their public duties;
 - (b) '**perceived**' conflicts of interest - where a person's private interests or relationships could be seen or perceived by others to affect the way in which they carry out their public duties; and
 - (c) '**potential**' conflicts of interest - where a person's private interests or relationships could reasonably, in the future, affect the way in which they carry out their public duties.
- 9.1.3 The failure to identify and properly manage conflict of interest issues arising in the course of the IFC Program could result in, for example:
 - 9.1.4 the perception that Program Personnel lack independence; or
 - 9.1.5 the potential for corruption,which could affect the integrity and defensibility of the IFC Program.
- 9.1.6 In relation to conflict of interest risks, Program Personnel must (without limitation):
 - (a) exercise their powers and discharge their duties (if any) in good faith, in the best interests of NSW, and for a proper purpose;
 - (b) avoid placing themselves under any obligation or position that might unduly influence them in the performance of their role in the IFC Program; and
 - (c) not engage in financial transactions using non-public Program information or allow the improper use of such information to further any private interest.
- 9.1.7 It is acknowledged that some Program Personnel may already have obligations to complete a declaration of conflicts of interests on an annual basis as part of their ongoing employment. However, given the inherent risks involved in a project of this nature, there is a need for all Program Personnel who participate in the IFC Program to declare, to the best of their knowledge, all such interests or relationships they have, or have had, that relate to the IFC Program before participating in the IFC Program, and during the course of the IFC Program if their

circumstances change. This is in addition to any conflicts declaration that they complete from time to time for their current employer.

9.1.8 Each individual Program Personnel and Participant (if applicable) must consider their own interests and relationships before participating in any aspect or work stream related to the IFC Program and complete the 'declaration of interests and disclosures statement' section in the Probity Framework, Confidentiality Acknowledgement and Declaration of Interests form (see either see Schedule 1 and Schedule 2).

9.1.9 There is no exhaustive list of what interest or relationship would constitute a conflict of interest. Examples of interests or relationships that could give rise to a conflict of interest include (but are not limited to):

- (a) any personal financial interest in an outcome of the IFC Program;
- (b) any immediate relatives or close friends with a financial interest in the outcome of the IFC Program;
- (c) any relationship or past employment which gives rise to, or may be seen to give rise to, a personal bias or inclination which would affect the way Program Personnel or Participants (as applicable) carry out their duties or make decisions in relation to the IFC Program;
- (d) for Program Personnel:
 - (i) any immediate relatives or close friends who are employed by a Participant; or
 - (ii) relationships arising with Participant personnel through routine business or social activities;
- (e) for Participants:
 - (i) any immediate relatives or close friends who are employed by the Department; or
 - (ii) relationships arising with Department personnel through routine business or social activities.

9.2 Conflict of interest declarations

9.2.1 All Program Personnel must declare their interests and relationships by completing and executing:

- (a) **for Public Service employees and WaterNSW employees – the declaration of interest section in the** form of a Probity Framework, Confidentiality and Declaration of Interest Acknowledgement form as set out in Schedule 1. For Departmental employees all conflicts must also be entered into the Department's Ethics Portal, and be brought to the attention of the Program Manager to review; and
- (b) **for contractors, advisers and consultants** – a Probity Framework and Confidentiality Acknowledgement and Declaration of Interests – contractors, consultants and advisors in the form set out at Schedule 2.

9.2.2 Conflicts declared through the Ethics Portal must be directed to the Program Manager through the 'Responsible Manager' selection box. The following COI



Declaration Reference [“IFC”] will also need to be inserted into the COI Declaration Reference box.

- 9.2.3 Subject to 9.4.2, Program Personnel should update their declaration promptly if they become aware of any new or changed relationship or interest that relates to the IFC Program, by re-completing the applicable declaration of interest form. If a conflict arises during a Program Personnel’s participation in the IFC Program and it has not yet been disclosed, if prompted to do so at IFC Program meetings.
- 9.2.4 All completed Probity Framework, Confidentiality and Declaration of Interest Acknowledgement forms containing conflict of interest declarations should be returned to the Program Probity Officer and recorded in the Probity Register (see clause 11.2.3(a)) and also kept in accordance with the Records-Keeping Requirements specified in clause 11.
- 9.2.5 In this clause, ‘Public Service employee’ has the same meaning as it has in the *Government Sector Employment Act 2013*.

9.3 Management and mitigation of conflict of interest risks

- 9.3.1 The Program Manager is responsible for determining whether any measures are needed to manage or mitigate conflict of interest risks in a particular case and, if so, what those measures should be.
- 9.3.2 The Program Manager may also determine that, in a particular case, a conflict of interest management plan should be prepared and complied with by individual Program Personnel and (if applicable) Participants.
- 9.3.3 The Program Probity Officer is responsible for arranging the implementation of any measures determined by the Program Manager under clause 9.3.1, and the preparation of any conflict of interest management plan (see clause 9.3.2).
- 9.3.4 Program Personnel and (if applicable) Participants must comply with any measures determined under clause 9.3.1.
- 9.3.5 Any conflict of interest management or mitigation measures should be pragmatic, yet defensible, having regard to clauses 9.4.1 to 9.4.3.
- 9.3.6 The Probity Adviser may be consulted in relation to any determination by the Program Manager under clause 9.3.1 or clause 9.3.2, or the development of any conflict of interest management plan.

9.4 Flexible and pragmatic approach to conflicts of interest

- 9.4.1 The Program Probity Officer will apply a flexible and pragmatic approach to the management and mitigation of conflicts of interest (particularly by Participants).
- 9.4.2 If Program Personnel have extensive relationships throughout industry and are involved in numerous engagements with various Participants during the Program, it may be impractical for the Program Personnel to be frequently updating their conflict of interest declarations. The Program Manager may determine, on a case by case basis, that it is appropriate for specific Program Personnel to provide a general conflict of interest declaration in relation to their engagement with industry and to have in place general measures for managing conflict of interest risks (subject to identification of any particular more elevated risks).
- 9.4.3 If Program Personnel (or their close relatives) have any financial interest in the outcome of a particular aspect or works stream of the IFC Program in which they are involved (such as a financial interest in a Participant’s employing organisation

or in a grant applicant), the Program Probity Officer will put in place appropriate measures to manage the conflict of interest risks, which may involve:

- (a) excluding the Program Personnel from certain IFC Program activities or work streams; or
- (b) requiring the Program Personnel to divest the financial interest if considered appropriate, such as if it is not practicable to exclude the Program Personnel.

10. CONFIDENTIALITY AND INFORMATION SECURITY REQUIREMENTS

10.1 What is Program Information?

10.1.1 ‘**Program Information**’ means information created or received in the course of the IFC Program that:

- (a) is non-public and by its nature confidential or sensitive to the IFC Program;
- (b) is non-public and was obtained as a consequence of the Program Personnel’s involvement in the IFC Program;
- (c) the Program Personnel knows or ought to know is confidential or sensitive; or
- (d) is received from a Participant and:
 - (i) is specifically identified as confidential;
 - (ii) is personal information or otherwise commercially sensitive (i.e., the information should not generally be known or ascertainable);
 - (iii) disclosure would cause unreasonable detriment to the owner of the information or another party; and
 - (iv) was provided with an expressed understanding that it would remain confidential;
- (e) but does not include information that:
 - (i) is or becomes public knowledge other than by breach of this Probity Framework or another obligation of confidentiality;
 - (ii) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
 - (iii) is required to be disclosed by law.

10.2 Program Information security measures

10.2.1 Program Information must, at all times, be:

- (a) kept confidential, secure, protected from unauthorised access and only used or disclosed for the approved purposes for which was obtained;
- (b) managed in accordance with the Program Information’s sensitivity, the Department’s security classification level, any specific direction(s) of the

person who provided it, as well as the Department's information management policies and processes. For the avoidance of doubt, the Department's processes and policies for handling classified information will take precedence over the information handling processes set out in this Probity Framework, to the extent of any inconsistency;

- (c) only accessible by, or disclosed to, individuals (whether Program Personnel, Participants or otherwise) who have a genuine 'need to know' about the information for the purposes of fulfilling their official role or functions in relation to the IFC Program.

10.2.2 Program Personnel with access to Program Information must:

- (a) comply with any information security requirements established under this Probity Framework, or other Subsidiary Probity Frameworks, Probity Plans or Probity Protocols created for the purposes of the IFC Program;
- (b) comply with the Department's *Records and Information Management Policy* (as updated from time to time) and processes with respect to that Program Information;
- (c) ensure that all electronic copies of all documents generated during the lifecycle of the IFC Program are stored on devices which are password protected and/or in an area of the electronic document records management system or staff network that is only able to be accessed by Program Personnel who are working on the IFC Program;
- (d) ensure that they cannot be overheard by anyone who does not have a 'need to know';
- (e) ensure Program Information is only stored in the approved system(s) and filing location(s) for the Program (see clause 11) with appropriate access control restrictions applied; and
- (f) not email Program Information to personal or other non-work email addresses.

10.2.3 The Program Probity Officer may put in place measures to control documents and Program Information (including electronically stored information) that are in the possession or control of Participants, and which contain Program Information, in order to preserve confidentiality, where necessary.

10.2.4 The obligations to maintain the confidentiality of Program Information continue indefinitely (including, for the avoidance of doubt, after Program Personnel or Participants have ceased to be involved in the Program).

10.3 **Confidentiality acknowledgements and deeds**

10.3.1 All Program Personnel must complete and execute:

- (a) **for Public Sector and WaterNSW employees** – a confidentiality acknowledgement as set out in the Probity Framework, Confidentiality and Declaration of Interest Acknowledgement form at Schedule 1; and
- (b) **for contractors, advisers and consultants** – a confidentiality deed poll in the form as set out in the Probity Framework, Confidentiality and Declaration of Interest Acknowledgement form at Schedule 2.

10.3.2 Completed confidentiality acknowledgements and deeds poll will be returned to the Program Probity Officer and recorded in the probity register (see clause 11.2.3(b)), and also kept in accordance with the Records-Keeping Requirements specified in clause 11.

10.4 Disclosure of Program Information

10.4.1 Where appropriate, the Program Probity Officer may ask that individuals who are not Program Personnel, but who the Program Probity Officer determines have a legitimate need to access a specific component of the Program Information, to comply with conditions before being given access to that Confidential Information. Such conditions could include (but are not limited to):

- (a) signing a confidentiality deed poll;
- (b) signing a conflict of interest declaration;
- (c) receiving a probity briefing; or
- (d) agreeing in writing to comply with certain provisions of this Probity Framework, a Subsidiary Probity Framework, Probity Plan or Probity Protocol.

10.4.2 The Program Probity Officer may seek advice from the Probity Adviser before making a determination under clause 6.4, and should document any such determination together with reasons.

11. RECORD-KEEPING REQUIREMENTS

11.1 General

11.1.1 All aspects and activities undertaken in respect of the IFC Program, including communications and meetings with stakeholders, the community and Program Personnel, are to be documented to record an appropriate audit trail. This will provide evidence that all aspects of the program have been carried out appropriately and will help demonstrate that the Department and Program Personnel have acted in accordance with the probity principles in this Probity Framework and any applicable obligations under law and policy.

11.1.2 All IFC Program records created or received are to be captured and stored in a Business System certified for recordkeeping unless otherwise approved by the Program Manager.

Note: For DPE-Water Program Personnel, the Business System certified for recordkeeping is CM9.

11.1.3 Where appropriate, locked folders will be used to ensure that only individuals with the 'need to know' the information will have access to the relevant records.

11.1.4 The Program Probity Officer is responsible for overall management of record-keeping for the IFC Program.

11.2 Keeping of probity registers

11.2.1 The Program Probity Officer will be responsible for establishing a register(s) to record probity issues and the management of such issues (**Probity Register**) and ensuring it is maintained throughout the course of the IFC Program.

11.2.2 The Program Probity Officer may develop separate Probity Registers for specific workstreams or activities within the IFC Program.

11.2.3 A Probity Register should be established in relation to the following (as a minimum):

- (a) conflict of interest declarations obtained in respect of the IFC Program, and any management or mitigation measures (if any) implemented in relation to declared interests (see clause 9.3.1);
- (b) confidentiality acknowledgements and deeds executed in relation to the IFC Program;
- (c) any determination by the Program Manager under clause 5.2.1 that an individual is or is not 'Program Personnel' and the implementation of any conditions;
- (d) who has been given a probity briefing by the Probity Adviser; and
- (e) any other matter the Program Probity Officer considers necessary in order to maintain an appropriate audit trail.

11.2.4 The Program Probity Officer may arrange for a Contact Register to be maintained by the Department, which records contact Program Personnel has had with stakeholders. The Department (through the Program Probity Officer) may consult with the Probity Adviser on the administration of the Contact Register.

12. COMMUNICATIONS

12.1 Program communications generally

12.1.1 Program Personnel must (where applicable) comply with the relevant IFC Program policy and operational documents in relation to engagement with stakeholders and Proponents and communications generally in relation to the IFC Program, including (without limitation):

- (a) [the IFC Program Communications and Engagement Plan;
- (b) all other Subsidiary Probity Frameworks, Probity Plans or Probity Protocols;
- (c) All communications with stakeholders as part of the Program must be documented in accordance with the requirements in clause 10.4.1 to ensure there is an appropriate audit trail.

12.2 Contact Officer

12.2.1 The Department may establish a single point of contact for a specific aspect or work stream for the IFC Program, so that all relevant communications are managed and recorded consistently and appropriately.

12.2.2 If a Contact Officer has been established for a particular aspect or work stream of the IFC Program, Program Personnel who are contacted by Participants or other stakeholders in relation to that aspect/activity must:

- (a) decline to answer the query;
- (b) direct the enquirer to the relevant Contact Officer;

- (c) not provide any other information relating to that Program Activity unless expressly authorised to do so by the Program Manager (or their delegate); and
- (d) report the contact to the Program Manager (or their delegate) promptly.

12.3 Social media and the media

- 12.3.1 In addition to any requirements of Department policies relating to social media, Program Personnel comply with the requirements of the *Code of Ethics and Conduct for NSW government sector employees* as it relates to social media interaction and not engage in social media contact in relation to the IFC Program, without express written permission from the Program Manager.
- 12.3.2 Any social media contact (with the exception of a generic invitation to connect via LinkedIn) to the personal accounts of Program Personnel by a Participant or potential Participant or their personnel should be reported to the Program Probity Officer as soon as possible.
- 12.3.3 Any media contacts or requests concerning the Program should be directed to media@dpie.nsw.gov.au or directed to the Media Manager for Water on <phone number>.

12.4 Communications with Participants

- 12.4.1 As a general principle for the IFC Program, the Department will consider whether it is appropriate for Program Information received in connection with the IFC Program to be provided to industry and the public more broadly, subject to any editing necessary to maintain confidentiality and privacy, and to meet information security requirements, and the requirements of any specific IFC Program documentation.
- 12.4.2 When deciding whether certain Program Information should be provided to industry or the public as envisaged under clause 12.4.1, the Department will take into account all relevant factors, including:
 - (a) the significance of the Program Information to the IFC Program or the public;
 - (b) the usefulness of the Program Information;
 - (c) the likely impact to the Department, Participants or any other persons if the Program Information were shared; and
 - (d) whether the Program Information contains commercially sensitive or personal information and, if so, whether any necessary consents have been obtained to share that information.

13. ENGAGEMENT WITH PARTICIPANTS

13.1 Application

- 13.1.1 This clause 13 applies to stakeholder engagement in the IFC Program.

13.2 Participant selection

- 13.2.1 The Department may develop, for the purposes of the IFC Program, processes or policies that enable it to select and draw on relevant participants for specific activities or work stream.
- 13.2.2 Program Personnel must follow any processes or policies developed in accordance with clause 13.2.1.

Note: The IFC Program Communications and Engagement Plan is a relevant policy.

13.3 Meetings with Participants

- 13.3.1 The key principles set out in clauses 13.3.1 and 13.3.2 will apply to meetings with Participants. However, the Department may also develop Probity Protocols or other protocols in relation to specific meetings or other engagement activities with Participants, where appropriate. Therefore, the requirements in this clause are subject to the requirements in any applicable specific protocol.
- 13.3.2 At the initial meeting with a Participant, Program Personnel should provide clear messaging to Participants:
 - (a) about the purpose of the meeting, provide any additional background information and require that, where appropriate, Participants declare any interests or relationships that could constitute a conflict of interest of which they have become aware since their previous declaration;
 - (b) about the purposes for which any information provided by Participants will be used by the Department;
 - (c) that the Participants should not share any Program Information provided during the meetings and that, if any confidential information is inadvertently shared, they should promptly notify the Program Manager or another specified contact point. The Department should endeavour to maintain the confidentiality of that information where the Department agrees that it is confidential, and disclosure could cause serious harm to the Participant or a third party.
- 13.3.3 Wherever possible:
 - (a) there will be a written agenda for each meeting that will be communicated in advance to Participants and the meetings will follow the written agenda. Where appropriate, the agenda will include an opportunity for Participants to declare any interests or relationships that could constitute a conflict of interest of which they have become aware since the previous meeting; and
 - (b) the same types of meetings will follow the same format.
- 13.3.4 Program Personnel (or individuals authorised by Program Personnel) will endeavour to moderate the discussion in order to give all Participants at meetings the opportunity to participate and share their views.
- 13.3.5 All meetings will be appropriately documented. Where it is appropriate that minutes be taken for a meeting, a copy of the minutes will be provided to the Program Probity Officer and kept in a designated area in the Department's document management system. In documenting such meetings, Program Personnel should include the date and time of the meeting, the names and organisations of all attendees, and a summary of the discussion and outcomes of the meeting.

Note: The department uses Borealis to manage stakeholder engagement and keep records of interactions with organisations and individuals.

13.3.6 The Program Probity Officer must ensure that the following information is recorded in respect of each engagement in line with the IFC Program Communications and Engagement Plan:

- (a) stakeholder contact details;
- (b) the communications and interactions with each stakeholder;
- (c) issues outlined by that stakeholder;
- (d) any commitments made by Program Personnel.

13.3.7 The meetings will not include discussion of other aspects of the IFC Program. If a Participant wishes to discuss those aspects, the Program Personnel must decline to answer those question and direct the Participant to the Program Manager or another specified contact point.

13.3.8 Where appropriate, if any Department consultants, contractors or advisers are attending a meeting, Program Personnel may ensure the Participants attending are given notice of the role of the consultant, contractor or adviser.

13.3.9 The Probity Adviser may, on request from the Program Probity Officer:

- (a) provide a probity briefing at the start of a meeting with Participants; or
- (b) develop external probity protocols to be issued to Participants, prior to attendance at a meeting.

13.4 Business as usual contact with Participants

13.4.1 To ensure the integrity of the Program, only those Program Personnel who have a legitimate need (that is, a need which is clearly part of their appointment, employment or contractual responsibility) should communicate with any Participant as part of their 'business as usual' (**BAU**) activities.

13.4.2 If Program Personnel are interacting with Participants outside the Program (including through BAU communications or meetings, attendance at a conference or attendance at a social function):

- (a) the interaction should be undertaken in a way that does not give rise to the perception that the Participant may receive any sort of unfair advantage in the Program or the NRF; and
- (b) at no time should information about the Program be discussed.

13.4.3 BAU contact between any Participant and the Department does not need to be recorded unless it potentially impacts upon the Program.

13.5 Gifts and hospitality

13.5.1 Program Personnel must not accept gifts or gratuities in connection with any aspect of their work during the IFC Program and must comply with the Departmental policies or procedures, including any reporting obligations set out in the policy. Gratuities include, but are not limited to items such as entertainment, transportation, lodging, or services (but do not include reasonable food and beverages provided during activities conducted for the purposes of the Program).

13.5.2 If Program Personnel are offered gifts or gratuities as contemplated by clause 13.5.1, they should politely decline them, document the event, and promptly notify the Program Probity Officer, including the name of the person(s) involved, and the date and time of the contact.

13.6 **Social functions or conferences**

13.6.1 Program Personnel must not attend, or participate in, social functions, events or conferences that could be perceived as having any connection to their work in relation to the IFC Program unless given express permission by the Program Manager.

13.6.2 If Program Personnel attend or are involved in social functions, events or conferences where representatives from a Proponent may be present, discretion and care should be exercised in any discussions with those representatives in accordance with the requirements of this Probity Framework.

13.6.3 Advice may be sought from the Probity Adviser in relation to measures that should be implemented by the relevant Program Personnel to manage any perception or other risks.

13.7 **Offers of employment**

13.7.1 Program Personnel must not, during their involvement in the IFC Program, knowingly solicit future employment or business opportunities from Proponents or any other person that could be perceived as having any connection to their work in relation to the IFC Program.

13.7.2 Program Personnel who are approached regarding the possibility for employment (whether the employment is intended for a period during or after the completion of the Program) or who are considering accepting any such offer of employment, must:

- (a) promptly notify the Program Manager; and
- (b) take any such action as is reasonably required by the Program Manager, with respect to the Program Personnel's involvement in the Program.

14. DEALING WITH PROBITY ISSUES OR COMPLAINTS

14.1 **Process**

14.1.1 Any concerns or complaints regarding the probity or conduct of Program Personnel or any suspected breach of this Probity Framework should promptly be brought to the attention of the Program Probity Officer, who will then escalate the matter, if necessary, to the Program Manager (and/or their delegate), who will coordinate the provision of probity or other advice, as required.

14.1.2 If it is not practicable to raise the issue with the Program Probity Officer or the Program Manager (and/or their delegate) due to urgency or any other reason, it should be raised directly with the Probity Adviser.

14.2 **Directions**

14.2.1 Program Personnel must follow any reasonable lawful directions of the Program Probity Officer or the Program Manager (and/or their delegate) in relation to the



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management of a complaint received and must provide all reasonable assistance to any person appointed to investigate and manage the complaint.

Schedule 1 Probity Framework, Confidentiality Acknowledgement and Declaration of Interests (Public Service and WaterNSW Employees)

Improving Floodplain Connections Program (IFC Program)

Please send completed form to the Program Probity Officer.

Name _____

Position Title _____

Role in Program _____

Public service agency / WaterNSW _____

1. Introduction

- 1.1 The State of NSW is together with the Commonwealth of Australia implementing the IFC Program, an accelerated compliance program in the Northern Valleys of the Murray-Darling basin to restore flood flow connections by reviewing and bringing Unapproved Flood Works within priority areas into compliance or having them removed.
- 1.2 The purpose of this Probity Framework, Confidentiality Acknowledgement and Declaration of Interests Form is to:
 - 1.2.1 ensure the independence of the Program Personnel directly involved in the delivery of the IFC Program, particular those involved in evaluation or decision-making processes, which is paramount and central to the concept of probity; and
 - 1.2.2 prevent the unauthorised disclosure of confidential Program Information.

2. Definitions

A term or expression has the meaning given to it as set out below, unless the context otherwise requires:

Program Information means any information referred to in clause 10 of the Probity Framework.

Program Personnel means the personnel referred to in clause 5 of the Probity Framework.

Priority Unapproved Flood Works means the works identified in clause 1.1.2 of the Probity Framework.

3. Acknowledgement of obligations

In signing this form, I acknowledge that:

- 3.1 I am a public sector employee under the *Government Sector Employment Act 2013*.

3.2 I am part of the team helping to deliver the IFC Program.

3.3 I am aware of any requirements that I may have under law, including the *Government Sector Employment Act 2013* and the *Code of Ethics and Conduct for NSW government sector employees* (NSW Public Sector Commission, 20 April 2015).

3.4 I acknowledge that, in addition to the legislative duties and obligations to which I am subject, I am also subject to common law and equitable duties of non-disclosure.

3.5 I acknowledge that I will comply with the legislative, common law and equitable duties and obligations described above in relation to my involvement in the Program.

3.6 I acknowledge that I have received a copy of the IFC Program's probity framework (**Probitiy Framework**) and have read and understood my obligations, roles and responsibilities under the Probitiy Framework.

3.7 I acknowledge that I may be subject to further obligations under a corresponding Subsidiary Probitiy Framework or Probitiy Plan in relation to Program-related activities, or additional Probitiy Protocols, as developed from time to time.

3.8 I am required to declare any conflicts of interest (such as private interests or relationships) which could or could be seen to influence or impact on the performance of my role in the IFC Program.

3.9 I am also required to ensure I keep any Program Information that I receive as part of the IFC program confidential.

3.10 For the purpose of the IFC program I may receive or have access to Program information which:

- (a) is identified as confidential;
- (b) I know or ought to know is confidential;
- (c) is by its nature confidential; or
- (d) is personal information within the meaning of the *Privacy and Personal Information Protection Act 1998* (NSW),

collectively, "**Confidential Information**". Unless the information is publicly available, or I am otherwise directed by the Department, I will assume that all information received or accessible by me in respect of the IFC Program is Confidential Information.

4. Declaration of interests and disclosure statement

4.1 I declare that:

4.2 the list of interests or relationships identified below has been prepared on the basis of my personal circumstances and my particular role in the IFC Program;

4.3 with the exception of any interest or relationship identified below, to the best of my knowledge and belief, no interest or relationship exists which may hinder or prevent me from undertaking, fairly and impartially, and in the best interests of the IFC Program, any activity or work stream related to the program that comes within my role and responsibilities;

4.4 I will use my best endeavours to ensure that no situation arises which may give rise to an actual, potential or perceived conflict with my ability to carry out my role and responsibilities in relation to the IFC Program fairly and impartially;

4.5 I will notify the Program Probity Officer immediately if I become aware of any new or changed interest or relationship during the IFC Program which may give rise to an actual, potential or perceived conflict with my ability to carry out my role and responsibilities in relation to the IFC Program fairly and impartially, and will comply with any directions given by the Program Probity Officer and any measures specified by the Program Manager for dealing with that conflict of interest.

5. I undertake to immediately inform the Program Probity Officer of any changes to:

5.1 my responsibilities in relation to the IFC Program, or to the issue or subjects on which I am required to make decisions or give advice; and

5.2 my personal circumstances which could affect the contents of this declaration (in which case, I undertake to provide an amended declaration/s using this form).

6. I declare that to the best of my knowledge neither I nor any member of my immediate family have any interests (pecuniary or otherwise) or relationships which could be construed as having any influence, or perceived to have any influence, on the proper and objective performance by me of my duties in relation to the IFC Program, other than as detailed below.

Declaration Listing:
[if Nil to declare – write NIL]

6.1 In signing this Probity Framework and Confidentiality Acknowledgement and Declaration of Interests form, I:

6.1.1 acknowledge my obligations; and

6.1.2 state that I have declared any conflict of interest known to me at the date of signing; and

6.1.3 have updated the conflicts of interest register that my employer maintains to include any conflicts of interest that I have declared in this form.



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Position, name and employee number:	
Signature:
Date:

**Schedule 2 Probity Framework, Confidentiality
Acknowledgment and Declaration of
Interests (contractors, consultants and
advisors)****Improving Floodplain Connections Program (IFC Program)**

Please send completed form to the Program Probity Officer.

Name _____

Position Title _____

Employer _____

Role in Program _____

Engaged by _____

1. Introduction

1.1 The State of NSW is together with the Commonwealth of Australia implementing the IFC Program, an accelerated compliance program in the Northern Valleys of the Murray-Darling basin to restore flood flow connections by reviewing and bringing Unapproved Flood Works within 110 priority areas into compliance or having them removed.

1.2 The purpose of this or the Probity Framework and Confidentiality Acknowledgement and Declaration of Interests Form – contractors, consultants and advisors is to:

- 1.2.1 ensure the independence of any contractors, consultants or advisors involved in the delivery of the IFC Program; and
- 1.2.2 prevent the unauthorised disclosure of confidential Program Information.

2. Definitions

A term or expression has the meaning given to it as set out below, unless the context otherwise requires:

Program Information means any information referred to in clause 10.1 of the Probity Framework.

Program Personnel means the personnel referred to in clause 5 of the Probity Framework.

Priority Unapproved Flood Works means the works identified in clause 1.1.2 of the Probity Framework.

3. Acknowledgement of obligations

In signing this form, I acknowledge that:

- 3.1 I am a [contractor, consultant or advisor] or I am a person employed by a [contractor, consultant or advisor of the Department of Planning and Environment (**Department**) to help it deliver the IFC Program.
- 3.2 I am subject to certain requirements and obligations with respect to my conduct by virtue of the contractual arrangements underpinning my engagement, or my employer's engagement, by the Department.
- 3.3 I acknowledge that I have received a copy of the IF Program's probity framework (**Probity Framework**) and have read and understood my obligations, roles and responsibilities under the Probity Framework.
- 3.4 I acknowledge that I may be subject to further obligations under a corresponding Subsidiary Probity Framework or Probity Plan in relation to Program-related activities, or additional Probity Protocols, as developed from time to time.
- 3.5 I am required to declare any conflicts of interest (such as private interests or relationships) which could, or could be seen to, influence or impact on the performance of my role in the Program.
- 3.6 I declare that:

[strike out whichever does not apply]

- 3.6.1 [where no conflict has been identified] no interests, circumstances, relationships or positions exist which may actually, potentially, or be perceived to, conflict with my ability to fairly and impartially, and in the best interests of the Department, exercise my skills or judgement in relation to the Program.

OR

- 3.6.2 [where a conflict has been identified] with the exception of any interest, circumstance, relationship or position identified below, no interests, circumstances, relationships or positions exist which may actually, potentially, or be perceived to, conflict with my ability to fairly and impartially, and in the best interests of the Department, exercise my skills or judgement in relation to the Program, and I set out my proposals for managing such conflicts below:

Description of interests, circumstances, relationships and positions [if no interest etc. write NIL]	Description of proposal for management

- 3.7 On and from the date of signing this declaration, I will:

- 3.7.1 use my best endeavours to ensure that no situation arises which may give rise to an actual, potential or perceived conflict of interest; and
- 3.7.2 notify the Program Probity Officer in accordance with the Probity Framework immediately, if any circumstances arise during the course of participating in the Program that may give rise to an actual, potential or perceived conflict of interest. I will comply with any directions from the Department for dealing with that conflict of interest..

3.8 In signing this conflict of interest declaration form, I:

- 3.8.1 acknowledge and agree to comply with my obligations in this form;
- 3.8.2 state that I have declared any conflict of interest known to me at the date of signing;
- 3.8.3 will comply with the Probity Framework, as well as any Subsidiary Probity Framework, Probity Plan or Probity Protocol that may be provided to me; and
- 3.8.4 will follow any reasonable directions given to me to manage probity issues, including in relation to any declared conflicts of interest.

3.9 I also acknowledge that:

- 3.9.1 for the purpose of the IFC program I may receive or have access to Program information which:
 - (e) is identified as confidential;
 - (f) I know or ought to know is confidential;
 - (g) is by its nature confidential; or
 - (h) is personal information within the meaning of the *Privacy and Personal Information Protection Act 1998* (NSW),collectively, "**Confidential Information**".
- 3.9.2 unless the information referred to in 3.9.1 is publicly available, or I am otherwise directed by the Department, I will assume that all information received or accessible by me in respect of the IFC Program is Confidential Information and that it was provided in confidence;
- 3.9.3 I am required to ensure that I keep any Program Information that I receive as part of the IFC program confidential;
- 3.9.4 Undertake to the Department:
 - (a) to only use the information for the purposes of the services I am providing in respect of the IFC Program; and
 - (b) not to disclose, publish or communicate to any other person or otherwise make public:
 - (i) any such information or material provided by the Department in connection with the IFC Program; and
 - (ii) any information produced in connection with or by the performance of the services;



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3.9.5 except as permitted by the terms of the contract under which [insert name of company] has been engaged or otherwise with the prior approval in writing of the Department.

Executed as a Deed Poll:

Signed, Sealed and Delivered by:	Witnessed by:
Signature.....	Signature.....
Name (print).....	Name (print).....
Date	Date