



Australian Government Solicitor

PROBITY FRAMEWORK

**PROBITY FRAMEWORK IN RELATION TO THE SBS RELOCATION
FEASIBILITY STUDY PROJECT**

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DOCUMENT REVIEW AND APPROVAL

History

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0.2	10 November 2022	Review of probity framework	DITRDCA
0.3	15 November 2022	Review and update draft probity framework	AGS
0.4	22 November 202	Review of probity framework	SBS
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1.0	14 March 2023	Final version of probity framework	AGS

PROBITY FRAMEWORK

1. Context

- A. The Government has commissioned a feasibility study into the potential relocation of the Sydney-based headquarters and studios of the Special Broadcasting Service (**SBS**) from Artarmon to Western Sydney, alongside the provision of a multi-purpose space for content creation and public use.
- B. The SBS Relocation Feasibility Study Project (**Project**) will examine the merits of addressing the imbalance in infrastructure, skilled jobs and cultural investment in Western Sydney by leveraging the public's investment in the nation's multicultural broadcaster. If the Project finds that relocation is feasible, it will be a decision for the SBS Board whether to relocate, taking into account their obligations under the *Public Governance, Performance and Accountability Act 2013* and the *Special Broadcasting Service Act 1991*.
- C. The Project will involve a number of interrelated activities including engagement with stakeholders and other interested parties. In each area of activity there are private, public, community and industry sector stakeholders—as well as SBS staff—with a mix of aligned interests, divergent interests and competing interests.
- D. The unauthorised release or sharing of information or improper conduct of the Project could jeopardise the achievement of the Project objectives, provide basis for complaints, media scrutiny and, potentially, litigation.
- E. The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (**Department**) engaged the Australian Government Solicitor (**AGS**) to prepare this Probity Framework (**Framework**) to ensure the integrity of the Project is maintained.

2. Introduction

2.1. Aim

- 2.1.1. This Framework establishes the probity principles and procedures that will apply to the Project conducted by the Department. Although the Project is not considered a 'Procurement' for the purposes of the *Commonwealth Procurement Rules (CPRs)*, this Framework may apply to procurements conducted by the Department to support the Project and will be updated and expanded, if a formal procurement process is commenced.
- 2.1.2. This Framework provides the authority and structure for the way probity principles will be addressed in relation to the Project. It establishes the standards of practice and behaviour and responsibilities for Personnel involved in the Project. This Framework may be updated or amended from time to time.

2.1.3. This Framework deals with particular probity issues that are associated with the Project. It is important to note that other Commonwealth policies and requirements will also be relevant to the conduct of the Project and some Personnel involved (noting different arrangements for APS Personnel and SBS Personnel). These include:

- a. the *Public Service Act 1999* (Cth), the APS Values and the Code of Conduct;
- b. the *Public Governance Performance and Accountability Act 2013*;
- c. the *Special Broadcasting Service Act 1991*;
- d. the *Criminal Code 1995* (Cth), particularly Division 122; and
- e. the Lobbying Code of Conduct.

2.1.4. In addition to the requirements of this Framework, specific probity plans, protocols or guidance may be developed for particular activities (such as EOI process or stakeholder engagement activities) where determined necessary by the Probity Advisor. Where such plans, protocols or guidance are developed, these will form part of the Framework and apply in addition to the obligations under this Framework.

2.2. Feasibility Study Project Objectives

2.2.1. The overall objectives of the Project are to make recommendations to the SBS Board and to the Minister for Communications in order for the Minister to make recommendations to the Australian Government as to:

- a. the feasibility of relocation of SBS from Artarmon, NSW to Western Sydney;
- b. the process to identify feasible site/s that can incorporate SBS and a multi-purpose space for content creation and public use; and
- c. feasible site/s and a preferred site and preferred funding model.

2.2.2. The Project will explore the economic, social, cultural, environmental and financial dividend of a physical relocation of SBS from Artarmon to Western Sydney by:

- a. examining the business case, benefits and risks of relocating the SBS;
- b. assessing the benefits of providing a co-located multi-purposes space;
- c. identifying an appropriate competitive bidding process that may involve local councils, New South Wales Government, private developers or consortiums to inform the preferred site/s for any relocation; and
- d. considering a range of financing options and structures; and
- e. identifying additional resources and funding that may be required for SBS to leverage any benefits ascribed to a new location.

2.2.3. Further information on the Project is detailed in the Project Terms of Reference.

3. Authority and Scope

3.1. Personnel

3.1.1. The Personnel to whom this Framework applies includes:

- a. members of the Project Steering Committee (noting that specific guidance for members may be set out in the Terms of Reference for the Steering Committee and will take precedence to the extent of any inconsistency with this Framework);
- b. Australian Government employees and officers (**APS Personnel**);
- c. employees of the Special Broadcasting Service Corporation (**SBS Personnel**) (noting that specific guidance for SBS Personnel is set out at Schedule 8);
- d. other personnel (including senior Government officers) as identified by the Department; and
- e. contractors, consultants and other service providers engaged by the Department or SBS (referred to as External Service Providers (**ESPs**),

who are undertaking, or have undertaken activities for the Project or who have access to information about the Project.

3.1.2. In accordance with the Terms of Reference for the Project while the Minister will be involved in assessing, and acting on, Steering Committee and Departmental advice throughout the life of the Project, the Minister will **not** be involved in the evaluation of expression of interest (or any similar process) bids or in the selection of any preferred site.

3.1.3. This Probity Framework does not apply to the Minister for Communications, other Commonwealth Ministers, Members of Parliament or their staff in the performance of their duties. Rather, a stand-alone probity protocol has been developed to assist Ministers, Members of Parliament and their staff in ensuring that the integrity of the Project is maintained in all circumstances where their roles and responsibilities may interact with the conduct of the Project. The *Probity Protocols for Ministers, Members of Parliament and their Staff* is attached at Schedule 7 to this Framework for reference.

3.1.4. The Probity Framework is issued as guidance only and does not apply to the extent that its content conflicts with, or derogates from, the statutory independence of SBS, or duties of SBS Personnel under the *Public Governance and Performance Accountability Act 2013* or the *Special Broadcasting Service Act 1991*. For the avoidance of doubt, references to policies or requirements that are not applicable to SBS should not be interpreted as applying to SBS.

3.1.5. Schedule 8 - Probity Protocols for SBS Personnel provides specific guidance to SBS and its personnel of the application of probity principles under this Framework.

3.2. Authority

3.2.1. All Personnel involved in the Project must comply with this Framework and note that any obligations contained in this Framework are in addition to and not in derogation of

any contractual or legislative or policy obligations (such as those relating to conflicts of interest).

- 3.2.2. All Australian Public Service (**APS**) employees are reminded that they are also bound by the standard of conduct and obligations as stated in the APS Values and the APS Code of Conduct during the Project.
- 3.2.3. All SBS Personnel are reminded of their duties and responsibilities under the *Public Governance Performance and Accountability Act 2013*, *Special Broadcasting Service Act 1991* and SBS Code of Conduct.
- 3.2.4. For the avoidance of doubt, this Framework does not authorise the Project Sponsor to request, direct, or otherwise take any disciplinary action against APS or SBS Personnel in relation to any matters covered by it.

3.3. Scope

- 3.3.1. Whilst the Framework is only directly applicable to those Personnel responsible for conducting the Project, where required, the Framework or relevant protocols or guidance is to be provided to those personnel working external to the Project (including advisors, stakeholders and delegates) who are privy to sensitive information concerning the Project. The provision of the Framework, relevant protocols or guidance to external personnel constitutes advice as to the behavioural standards and procedural requirements expected of their involvement in the Project.
- 3.3.2. Where appropriate, persons external to the Project (including industry, local and state governments and other Commonwealth or other stakeholders) who are involved in or consulted as part of the Project may be required to sign separate non-disclosure and/or confidentiality agreements and declare any conflicts of interest where they become involved in Project activities requiring them to have access to sensitive information.

3.4. Other Project Documents

- 3.4.1. In addition to the requirements of this Framework (and associated protocols and plans), Personnel may also be required to comply with relevant Terms of Reference, Project Guidelines and any other documents or guidelines as issued from time to time by the Project.

4. Probity Principles

- 4.1.1. This Framework is designed to facilitate the achievement of the following fundamental process and probity principles:
 - a. ensuring that the Project is undertaken in a fair, defensible and impartial manner;
 - b. adopting a consistent, balanced and transparent approach to the consideration and assessment of options under the Project;
 - c. providing clear justification and supporting reasons for the Project recommendations;

- d. ensuring the security and confidentiality of Project information, including any confidential or commercially sensitive information obtained from third parties (including the SBS, industry and state and local government entities);
- e. identifying and managing actual, potential and perceived conflicts of interest;
- f. complying with relevant legislative and regulatory requirements in relation to the conduct of the Project; and
- g. establishing and maintaining a clear audit trail for the conduct of the Project.

5. Roles and Responsibilities

- 5.1.1. The primary responsibility for ensuring that the Project is undertaken consistently with the principles of probity rests with the Department as the Australian Government agency responsible for the conduct and management of the Project.

5.2. Key Contacts

Project Role	Position
Project Probity Manager	Director SBS Relocation Feasibility Study, Department of Infrastructure, Transport, Regional Development, Communications and the Arts
SBS Probity Coordinator	Senior Manager – Compliance and Risk, SBS
SBS Project Contact	Head of Regulatory and Government Affairs, SBS
Probity Advisor	Australian Government Solicitor
Project Sponsor	First Assistant Secretary, Online Safety, Media and Platforms Department of Infrastructure, Transport, Regional Development, Communications and the Arts

5.3. Responsibilities of SBS Probity Coordinator

- 5.3.1. The responsibilities of the SBS Probity Coordinator are as outlined in Schedule 8 - Probity Protocols for SBS Personnel

5.4. Responsibilities of the Project Probity Manager

- 5.4.1. The Project Probity Manager may seek advice from the Probity Advisor as required.
- 5.4.2. The Project Probity Manager is responsible for administering this Framework. The responsibilities of the Project Probity Manager include:

- a. assisting Personnel with the identification and management of conflicts of interest and any other potential probity issues;
- b. arranging probity briefings by the Probity Advisor for Personnel;
- c. maintaining a register of Personnel who have attended a probity briefing and who have completed an Interest Declaration and Confidentiality Declaration (where applicable);
- d. ensuring that where required, a management strategy is prepared for any actual or potential conflict of interest and that the strategy is implemented; and
- e. maintaining a register of declared conflicts of interest and their management.

5.4.3. The Project Probity Manager shall advise the Steering Committee Chair and the Probity Advisor if they become aware of any circumstances that suggest that the Project has been or is being conducted in a manner inconsistent with this Framework or any other circumstances that suggest a probity issues may arise.

5.5. Responsibilities of the Probity Advisor

5.5.1. The Probity Advisor is responsible for advising and guiding the Department, SBS and the Steering Committee in respect of the process and probity for the conduct of the Project. The Probity Advisor will advise on the conduct of the Project to ensure that:

- a. the applicable rules and procedures are followed;
- b. the Project is conducted in a fair and defensible manner;
- c. any probity issues have been addressed.

5.5.2. In supporting the Project, the Probity Advisor will:

- a. provide probity briefings as requested by the Project Probity Manager;
- b. monitor any competitive processes (including EOI or other procurement processes) and associated engagements with interested parties;
- c. provide regular updates to the Steering Committee and make recommendations as to issues, improvements or requirements;
- d. review and provide input into any procurement documentation;
- e. ensure all relevant legislation and regulatory requirements and policy are appropriately considered and complied with;
- f. provide independent advice on probity matters and issues including:
 - i. reviewing documentation from a probity perspective;
 - ii. attending meetings as requested by the Department or Steering Committee;
 - iii. providing reports as required by the Steering Committee
- g. provide independent and appropriate sign off on probity requirements, at designated milestones in the Project, including whether processes:

- i. met the requirements of the Framework;
- ii. and complied with applicable legislation, policies, rules and guidelines
- h. provide an independent report on how probity has been managed throughout the process to the Steering Committee at the conclusion of the evaluation of responses in any material competitive processes (such as the EOI process) conducted by the Project; and
- i. attend all Steering Committee meetings to monitor, report and provide advice.

5.5.3. While representatives of the Probity Advisor will monitor and observe the decision-making processes for the Project, including attending Steering Committee meetings, the Probity Advisor will remain independent of any actual Project decision-making process.

5.6. Responsibilities of Project Sponsor

5.6.1. The Project Sponsor is responsible for the management of, and decision making on key probity issues, including the management strategies of any conflicts of interest in accordance with this Framework.

5.6.2. The Project Sponsor may seek advice from the Probity Advisor or SBS Probity Coordinator on any probity issues raised in relation to the Project.

5.7. Communications and Decisions between Project Probity Manager and SBS Probity Coordinator

5.7.1. The Project Probity Manager and SBS Probity Coordinator will work together to identify and manage probity issues consistently with the guidance set out in this Framework (including Schedule 8- Probity Protocols for SBS Personnel). Where probity issues are unable to be resolved at this level they should be referred to the Project Sponsor and SBS Project Contact for resolution.

5.7.2. Advice may be sought from the Probity Advisor at any time in relation to probity issues requiring resolution.

6. Probity Briefings

6.1.1. All Personnel who are, or will be involved in the Project shall participate in a probity briefing on their responsibilities and obligations under this Framework.

6.1.2. The Probity Advisor on request Project Probity Manager will provide a probity briefing to Personnel on their responsibilities and obligations under this Framework.

6.1.3. The Project Probity Manager will keep a central record of all Personnel who have received a probity briefing.

6.1.4. The Project Probity Manager may provide a copy of the Framework or relevant protocols to Personnel both prior to or after the probity briefing, and make a record of the provision on file.

6.1.5. The probity briefing will provide Personnel with an overview of this Framework including:

- a. Commonwealth probity requirements and policy;

- b. probity outcomes and objectives;
- c. general probity obligations; and
- d. specific probity obligations relevant to the role of the Personnel in the Project and related activities.

7. Non-Compliance

- 7.1.1. All Personnel must report any breach or non-compliance with the obligations and principles outlined in this Framework as follows:
 - a. SBS Personnel to the SBS Probity Coordinator; or
 - b. All other Personnel to the Project Probity Manager.
- 7.1.2. Where any individual involved in the Project (other than SBS Personnel) has failed to comply, or breached an obligation or principle of this Framework, the Project Probity Manager will consult with the Probity Advisor and the Project Sponsor and where necessary, the department Governance Section, who may advise that actions be taken to address the issue including:
 - a. suspending their access to Confidential Information;
 - b. suspending their participation in the Project or aspects of the Project; and/ or
 - c. where relevant, exercising any contractual rights or seek remedies under the Contract with an ESP.
- 7.1.3. Where any SBS Personnel involved in the Project have failed to comply, or breached an obligation or principle of this Framework, the SBS Probity Manager will consult with Project Probity Manager who may request advice from the Probity Advisor. On receipt of this advice, the SBS Probity Manager and Project Probity Manager will consult and agree on the recommendations for actions to be taken to address the issue including:
 - a. suspending their access to Confidential Information;
 - b. suspending their participation in the Project or aspects of the Project; and/ or
 - c. where relevant, exercising any contractual rights or seek remedies under the Contract between the ESP and SBS.

8. Confidentiality

8.1. Scope of Confidential Information

- 8.1.1. 'Confidential Information' means information (whether or not provided by the Commonwealth) that:
 - a. is sensitive (i.e. the information should not generally be known or ascertainable, or information regarding the Government's requirements that is not generally known);
 - b. if disclosed, would cause unreasonable detriment to the owner of the information or another party; or

- c. was provided with an express or implied understanding that it would remain confidential,

but does not include information that:

- d. is or becomes public knowledge other than by breach of contract or obligation of confidentiality; or
- e. is in the possession of a party without restriction in relation to disclosure before the date of receipt.

8.2. Management of Confidential Information

8.2.1. The protection of confidential and commercially sensitive information is an important probity requirement. Improper distribution of Confidential Information has the potential to seriously undermine the integrity of the Project as well as harm the reputation of the Commonwealth.

8.2.2. Most of the information developed for the Project activities will be sensitive. It may be sensitive to the Commonwealth, NSW and local government agencies, and other third-party stakeholders.

8.2.3. As a result of these sensitivities, all Personnel should treat, as the default position, non-public information as Confidential Information. Personnel involved in the Project should only have access to Confidential Information on an appropriate 'need to know' basis.

8.2.4. All Personnel involved in the Project who may be privy to Confidential Information must ensure they do not disclose Confidential Information before, during or after the Project unless:

- a. the disclosure is to other Personnel who require the Confidential Information in order to perform their duties for the Project; or
- b. the disclosure is authorised by the Project Sponsor.

8.2.5. To protect the sensitivity and confidentiality of information, Personnel should:

- a. where information is to be shared outside of the Project;
 - i. require a confidentiality deed or undertaking in the form of Schedule 4 to be signed where the recipient is external to the Commonwealth and no contractual confidentiality obligations already exist;
 - ii. consider whether a confidentiality acknowledgement in the form of Schedule 5 should be signed where the recipient is external to the Commonwealth and contractual confidentiality obligations already exist; and
 - iii. consider whether a confidentiality acknowledgement in the form of Schedule 6 should be signed where providing the information to another Commonwealth entity;
- b. ensure contracts with all advisers and ESPs have confidentiality and protection of information obligations;

- c. ensure that information obtained from one entity for the purposes of the Project should not be disclosed to other non-Commonwealth entities without their consent;
- d. seek advice regarding the need for, and comply with, any protocols for communication of sensitive information to stakeholder groups, forums, expert groups and other third parties;
- e. put in place, and comply with, any protocols for market engagement activities, specifically in relation to the provision and use of information provided during any market engagement activities.

8.2.6. External Service Providers and advisers who are handling or creating Confidential Information are required to put in place appropriate measures within their organisations to maintain sufficient and appropriate physical and electronic procedures for the protection of Project documentation and information in their possession or control.

8.2.7. Personnel with access to Confidential Information must ensure that documents and information, including electronically stored information, that is in their possession or control which contains Confidential Information is:

- a. stored in accordance with the relevant Protective Security Policy Framework (PSPF), or applicable SBS security requirements;
- b. kept in locked officers or filing cabinets when not in use;
- c. not left unattended for any period at a place that is accessible by a person not authorised;
- d. not displayed at times or in places where they could be read by a person who is not authorised;
- e. not made available to a person who is not authorised;
- f. password protected (in the case of electronically stored material).

8.3. Disclosure under law

8.3.1. For the avoidance of doubt, the requirements for Confidentiality under this Framework do not apply to the extent information is required to be disclosed by law.

8.4. Practical Guidance

8.4.1. Generally, Personnel will comply with this probity principle if they comply with the following requirements:

- a. non-public Project information must be treated as sensitive;
- b. a need to know principle should be observed;
- c. care must be taken to ensure Confidential Information is not inadvertently disclosed;
- d. Confidential Information should not be left unattended in a readily accessible location;

- e. Confidential Information should not be sent to personal email addresses, stored on personal computers or devices or printed from public or personal computers; and
- f. hard copy Confidential Information must be stored securely when not in use.

9. Conflicts of interest

9.1. Conflicts of Interest

- 9.1.1. A conflict of interest arises where Personnel have an interest that conflicts, or could be perceived to conflict, with the interests of the Commonwealth in conducting the Project.
- 9.1.2. Conflicts of interest and perceived conflicts of interest have the potential to seriously undermine the integrity of the Project and must therefore be treated with a high level of seriousness and concern by Personnel. In this regard, Personnel should err on the side of caution in their approach to declaring potential conflicts.
- 9.1.3. There is no exhaustive list of what would constitute a conflict or potential or perceived conflict of interest and hence advice on potential or perceived conflicts should be sought and obtained from the Probity Advisor without delay. Some examples of potential conflicts of interest (depending on the circumstances) may include:
 - a. In the case of individuals: having a financial interest, business relationship or position in their personal capacity (directly or indirectly through close family members) such as shareholding, directorship, membership, or employment position in or with: property developers, Western Sydney Local Councils, or a NSW government agency. A land holding in the Western Sydney area is also a relevant interest.
 - b. in the case of an ESP or adviser: acting in any capacity for a major construction company, Western Sydney land owner, property developer with any connection with or interest in Western Sydney, Western Sydney local council or a NSW government agency in respect of activity in Western Sydney.

9.2. Interest Declarations – Individual

- 9.2.1. All Personnel involved in the Project are required to sign an Interests Declaration upon commencement of involvement in the Project using the form at Schedule 1 of this Framework. In providing an Interests Declaration, Personnel will be required to consider and declare whether they have any interests or relationships that could actually, potentially or be perceived to affect their ability to perform their role in the Project fairly and independently.
- 9.2.2. Department APS personnel are also required to complete a Non-SES Declaration of Personal Interests on the ENTR system.
- 9.2.3. Personnel may be asked to sign additional Interest Declarations at particular points during the Project.
- 9.2.4. Should any actual, perceived, or potential conflict of interest arise (at any stage during the Project or related activities), the matter is to be disclosed by the provision of an updated Interest Declaration. This must be provided as soon as possible after the

individual becomes aware that the actual, perceived or potential conflict of interest has arisen.

- 9.2.5. The Probity Advisor will review completed Interest Declarations (including any updates) to determine and advise the Project Probity Manager, SBS Probity Coordinator (where requested) and the Project Sponsor if an interest gives rise to an actual, potential or perceived conflict of interest.

9.3. Interest Declaration – Organisation

- 9.3.1. As well as individual conflicts of interest, conflicts of interest at a corporate level need to be managed by the Department.
- 9.3.2. For each External Service Provider engaged by the Department, the Project Probity Manager may request a corporate Interests Declaration. This may take the form of a declaration provided during the procurement of the ESP's services, or a more substantial declaration in answer to the questions in Schedule 2. The Project Probity Manager in conjunction with the Probity Advisor will consider the appropriate course of action for each ESP, taking into account the nature of the company, and the nature of the services being provided by ESP Personnel.
- 9.3.3. Once a corporate Conflict of Interest Declaration is provided, the Project Probity Manager and the Project Sponsor, in consultation with the Probity Advisor, will consider in accordance with this Framework, whether any further steps must be undertaken in order to manage any actual, perceived or potential conflicts of interest.
- 9.3.4. The Project Probity Manager will maintain a list of ESPs involved in the Project, along with a register of the corporate Conflict of Interest Declarations.
- 9.3.5. ESPs must declare each conflict, and must update any declaration if the circumstances of the entity changes or the ESP receives an approach to assist a potential supplier in relation to any subsequent procurement process.

9.4. Management of Conflicts of Interest

- 9.4.1. In dealing with an actual, perceived or potential conflict of interest, the Project Sponsor is to act promptly and give such directions as they see fit to address, manage or remove the conflict where it exists.
- 9.4.2. Factors which must be considered by the Project Sponsor when deciding whether a management strategy or other direction is required to manage a conflict include:
- a. the nature of the conflict;
 - b. the ability of the individual or organisation to influence an outcome relevant the declared interest;
 - c. the sensitivity of any information available to the individual or organisation and the potential to gain by making use of that information; and
 - d. the potential adverse implications for the credibility and reputation of the Department.
- 9.4.3. Key principles for considering, addressing, managing or removing a conflict are:

- a. efforts should be made to minimise the impact on the affected person, but in all instances the interests of the Commonwealth will take precedence and may potentially lead to the restriction of access to some or all Project related information, or the removal of the individual from the Project or particular activities;
- b. during the consideration of whether a conflict of interest exists, the affected individual is to be excluded from involvement in the Project, decision or matter potentially giving rise to the conflict;
- c. where an actual conflict of interest is deemed to exist, the Project Sponsor is to exclude the effected individual from involvement in the particular decision, matter or Project as required;
- d. individuals affected by any determination are not to provide advice, inform the decision-making process, make decisions or exercise any concurrence or delegation in relation to the Project, decision or matter in question;
- e. where, after consideration, the Project Sponsor determines that no actual or potential conflict exists, the details of the matter and the findings of the Project Sponsor are to be recorded. Generally no further action need be taken; and
- f. for the purposes of deciding on the existence of a conflict of interest, the issue is not whether the person has actually been influenced, but whether a reasonable person would perceive that the decision-making process of an individual could have been influenced. Consequently, where a perceived conflict of interest exists, the Project Sponsor is to make such determinations that place the probity of the Project including the way the Project is perceived, as paramount.

9.4.4. Where the Project Sponsor has determined in consultation with the Probity Advisor if an interest relating to a Department APS personnel or ESP gives rise to an actual or potential conflict of interest, the Project Sponsor will in accordance with the Department's Accountable Authority Instructions, provide a copy of the declaration and proposed management strategy to the Chief Operating Officer of the Department.

9.4.5. Completed conflict of interest declarations will contain personal information. It is therefore important that copies of all conflict of interest declarations are handled in accordance with the *Australian Privacy Principles* under the *Privacy Act 1988* (Cth).

9.5. Gifts and Hospitality

9.5.1. Personnel involved in the Project may be placed in situations where they are in receipt (or the provider) of hospitality, gifts or benefits which have the potential to undermine their own reputations and the integrity of the Project.

9.5.2. The solicitation or acceptance of gifts or hospitality from any party that has a likely or potential interest in the outcome of the Project, including stakeholders or potential suppliers, is prohibited.

9.5.3. For the avoidance of doubt, trivial and non-substantive hospitality such as working lunches or refreshments provided by Personnel to each other and by the Commonwealth or its advisers to stakeholders as part of the formal Project processes and activities (including consultations) is allowed.

- 9.5.4. However, hospitality or benefits which amount to more than trivial or non-substantive benefits or which are offered or received during a particularly sensitive part of the Project, should be considered with caution and must be declared to the SBS Probity Coordinator or Project Probity Manager (as relevant) who may consult with the Probity Advisor, as appropriate prior to their receipt.

9.6. Offers of Employment

- 9.6.1. Personnel involved in the Project who receive an offer of employment from a stakeholder, potential supplier or other interested party (whether or not the offer of employment is in writing), and are considering that offer of employment, will be treated as having an actual conflict of interest and must immediately advise the Department in writing.

10. Communication

10.1. Business as usual activities outside of Project activities

- 10.1.1. Personnel may have day to day business as usual contact with the media, potential suppliers, stakeholders, local and state government and other interested entities (**Interested Parties**) (for example SBS Personnel may attend community engagement functions as part of SBS usual activities). Personnel who continue to be in contact with these Interested Parties have an important role in ensuring the probity of the Project and should take all steps necessary to avoid any actual or perceived unfairness in their dealings with these relevant entities.
- 10.1.2. Personnel who are in contact with Relevant Entities for business as usual activities (i.e. activities not connected to the Project) should adhere to Schedule 9 Business as Usual Protocols

10.2. Enquiries concerning the Project

- 10.2.1. Personnel must not provide non-public information, verbally or in writing to any person outside the Project concerning the Project unless specifically authorised to do so by law, as the result of an authorisations of the Project Steering Committee or the Project Sponsor or (where relevant) in accordance with Schedule 8 - Probity Protocols for SBS Personnel.
- 10.2.2. Personnel should take care to not express any personal opinions, whether publicly or to any person outside of the Project, about the Project, outcomes or recommendations of the Project or on any potential procurement process.
- 10.2.3. If any media or other enquiries are made with Personnel regarding the Project, Personnel should decline to comment, and advise the SBS Probity Coordinator (for SBS Personnel) or the Project Probity Manager (for all other Personnel).

10.3. Communication with potential suppliers for Project purposes

- 10.3.1. As part of the Project, Personnel may be required to engage with parties (including potential suppliers) who have a commercial interest in the outcome or recommendations of the Project (for example, responding to a future expression of interest process). Such

engagements may address commercial opportunities to industry arising from their involvement in future procurement activities.

10.3.2. As part of treating all potential suppliers fairly and equitably and consistently with the rules of procedural fairness and natural justice, Personnel involved in the Project must not communicate with potential suppliers in a manner which:

- a. gives, or gives rise to the perception of, an unfair advantage to that potential supplier;
- b. reveals proprietary or confidential information of another potential supplier; or
- c. unfairly disadvantages a potential supplier

10.3.3. The provision of Project Confidential Information to a potential supplier who may have an interest in any subsequent procurement process may result in that entity obtaining an unfair advantage (or disadvantage if information is incorrect), in any future procurement process and may compromise the conduct of a future process.

10.3.4. Unless as detailed in Schedule 8- Probity Protocols for SBS Personnel or otherwise approved, contact with potential suppliers (other than ESPs) should be authorised by the Project Steering Committee or Project Sponsor who may seek advice from the Probity Advisor as required. Contact with any potential supplier must be recorded in the department's Project file management system.

10.4. Engagement with local and state governments for Project purposes

10.4.1. Personnel may be required to engage with state or local governments during the Project. Such engagements may address commercial opportunities for the state or local area associated with the SBS relocation.

10.4.2. Contact with state or local governments as part of the Project activities should be authorised by the Project Steering Committee or Project Sponsor, who may seek advice from the Probity Advisor as required.

10.4.3. Contact with any state or local government departments or agencies relating to the Project must be recorded and may be subject to specific protocols and confidentiality arrangements.

10.5. Engagement with other Commonwealth Entities for Project purposes

10.5.1. Personnel may be required to engage with various Commonwealth entities (including non-corporate entities, corporate entities and Commonwealth companies) for the purposes of the Project.

10.5.2. Unless otherwise approved by the Project Steering Committee or Project Sponsor, contact with other Commonwealth entities about the Project where the personnel of those entities are not otherwise subject to this Framework should be authorised by the Project Steering Committee or Project Sponsor who may seek advice from the Probity Advisor as required.

10.6. Project Stakeholder Management

- 10.6.1. A number of stakeholders will have a direct interest in the conduct of the Project. Stakeholders are those who have a role in conducting the various activities, those who have an interest in the outcomes, those who have rights they want to protect and those who may benefit (including financially) from the Project. A high-level view of stakeholders is captured in a diagram at Schedule 3.
- 10.6.2. Understanding the relevant stakeholder groups is key to understanding the interests that are relevant to the Project (for the purposes of declaration of interests – see clause 9), where sensitivities about sharing information may arise and why communication protocols may need to be put in place.
- 10.6.3. The Minister for Communications, the Department, SBS (including its staff), other Commonwealth agencies, community, industry stakeholders as well as NSW and local government are key stakeholders.
- 10.6.4. A list of relevant stakeholders should be maintained by the Department and the Stakeholder Engagement Plan reviewed at least quarterly.
- 10.6.5. The Department and SBS, with the assistance of the Probity Advisor will develop a Stakeholder Engagement Plan and such protocols as are necessary to provide guidance on interaction with stakeholder groups. The Probity Advisor will review and monitor compliance with these protocols. Personnel should act in accordance with the Stakeholder Engagement Plan and associated protocols and report any breaches to the relevant SBS Probity Coordinator (in the case of SBS Personnel) or Project Probity Manager (in the case of other Personnel). Until these stakeholder arrangements have been developed, Personnel should seek guidance from the SBS Probity Coordinator (in the case of SBS Personnel) or Project Probity Manager (in the case of other Personnel) and Probity Advisor before contacting stakeholders concerning the Project unless otherwise authorised to do so by the Project Steering Committee or Project Sponsor.

11. Other Matters

11.1. Site Visits, Demonstrations for Project purposes

- 11.1.1. Potential supplier or Stakeholder site visits or demonstrations may be conducted as part of the Project.
- 11.1.2. Specific protocols may be developed by the Probity Advisor and issued to Personnel regarding appropriate conduct at any site visits or demonstrations being conducted by Personnel.

11.2. Record and Audit Trail

- 11.2.1. Central Project records should be maintained by the Department throughout the conduct of the Project and provide sufficient information to enable audit and independent review to be carried out.

12. Expiry

12.1. Survivorship

- 12.1.1. The requirements of this Framework, unless expressly or by implication from its nature intended to survive the expiry of the Framework, shall expire at the conclusion of the Project or as otherwise determined by the Project Steering Committee or Project Sponsor.

Schedules

Schedule 1– Individual Interest Declaration

Schedule 2 – Corporate Interests Declaration

Schedule 3 - Diagram of Stakeholders

Schedule 4 Template Confidentiality Deed and Undertaking

Schedule 5 - External Personnel Confidentiality Declaration

Schedule 6 - Commonwealth Personnel Confidentiality Declaration

Schedule 7- Probity Protocols for Ministers, Members of Parliament and their Staff

Schedule 8 - Probity Protocols for SBS Personnel

Schedule 9 - Business as Usual Protocols

SCHEDULE 1 INDIVIDUAL INTERESTS DECLARATION

SBS Relocation Feasibility Study Project – Interests Declaration

Background

The Australian Government has commissioned a feasibility study into the potential relocation of the SBS from its current headquarters in Artarmon, NSW to the Western Sydney area (**the Project**).

Purpose

The purpose of this form is to obtain from each individual working on the Project a written confirmation of any interests that could give rise to an actual, potential or perceived conflict of interest.

What is a conflict of interest?

A conflict of interest arises where an individual has an interest that conflicts, or could be perceived to conflict, with the interests of the Commonwealth. In this case, the interests of the Commonwealth would be those interests related to a decision on feasibility of the SBS relocation to Western Sydney. You will need to consider all interests or relationships that could actually, potentially or be perceived to affect your ability to perform your role in the Project fairly and independently.

Collection of Personal Information

The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (**the Department**) and the Special Broadcasting Service (**SBS**) is collecting personal information for the purposes of the Project, in accordance with the *Privacy Act 1988*.

The Department and SBS will use your personal information to assist with the management of the Project, in particular, the identification and management of probity issues including actual, potential and perceived conflicts of interest.

The Department or SBS may disclose information to internal staff, each other and contracted advisers, including the Australian Government Solicitor, for the purposes of advising on the identification and management of conflicts of interest. If you do not provide the information requested, you may not be able to participate in the Project.

The Department's privacy policy found at: <https://www.infrastructure.gov.au/departments/privacy-policy> contains information regarding complaint handling process and how to access and/ or seek correction of personal information held by the Department. The Department's Privacy Officer can be contacted on (02) 6274 6495 or by email: privacy@infrastructure.gov.au.

The SBS privacy policy found at: <https://www.sbs.com.au/aboutus/privacy-at-sbs/privacy-policy> contains information regarding complaint handling process and how to access/ and or seek correction of personal information held by SBS. The SBS Privacy Officer can be contacted by email: privacy@sbs.com.au

Next steps

Once completed and signed, submit this to the Project Probity Manager or for SBS Personnel to the SBS Probity Coordinator (as relevant). Please ensure you update your declaration as soon as possible if circumstances change.

Declaration

I have been asked to disclose any interest that I may have associated with the SBS Relocation Feasibility Study Project (**Project**) undertaken by the Commonwealth of Australia (acting through the Department of Infrastructure, Transport, Regional Development, Communications and Arts (**the Department**)).

I acknowledge it is my responsibility to declare any actual, potential or perceived conflicts of interest in relation to the Project listed above. In doing so, I will consider my relationships with any person or entity which may be relevant to the Project (i.e. any non-Commonwealth person or organisation with a direct or indirect interest in the outcome of the Project).

I acknowledge that if an actual, potential or perceived conflict of interest cannot be resolved or managed, I may be excluded from further involvement in the Project and the implementation of any resulting recommendations (at the Department's discretion).

I acknowledge that my personal information will be collected for the purposes of the Project listed above and will be used and disclosed to assist with the management of the Project, including the identification of actual, potential and perceived conflicts of interest.

I declare that I have reviewed the list of Interested Parties and that to the best of my knowledge, and having made all reasonable enquiries:

- ☐ I **do not** have, and have not had, any interest (whether financial or non-financial) or a relationship that could actually, potentially or be perceived to affect, my ability to perform my role fairly and independently.
- ☐ I **do** have, or have had, the following interests or relationships that could actually, potentially or be perceived to affect, my ability to perform my role fairly and independently.

[Please tick one of the boxes - If you are declaring an interest, please provide additional details below describing the name/ nature of the interest or relationship]

Additional details of declared interest:

I declare that: ***[Please tick each box]***

- ☐ this information is true and correct to the best of my knowledge and belief; and

- ☐ I will advise the Probity Manager in writing immediately if any conflict or potential conflict arises in the future and provide an updated declaration.

Signature:

Name:

Position:

Date:

List of Interested Parties

Set out below is a non-exhaustive list of entities or personal interests which may be a relevant interest to declare. Please consider the list and any of their related entities when completing your declaration as well as any other interests or relationships which you believe may be relevant. This list is indicative only and may be updated from time to time.

- councils in the Western Sydney area;
- Willoughby Council;
- NSW Government Agencies;
- Property development companies;
- Own or have an interest in commercial property or relevant land holdings in the Western Sydney area

SCHEDULE 2 CORPORATE INTERESTS DECLARATION

Please provide by a letter addressed to the Probity Manager the following information to assist the Department of Infrastructure, Transport, Regional Development, Communications and Arts (**the Department**) to demonstrate its management of conflicts of interest for the SBS Relocation Feasibility Study Project (**Project**).

In preparing a letter, your organisation should consider the list of Interested Parties provided below.

Questions

1. Is your company/organisation or any affiliated organisation contracted or working with (or has previously done so within the last 12 months) for a party other than the Department or SBS that has a direct or indirect interest in the outcome of the Project?

If the answer is 'Yes',

- *how recent was the engagement of your company/organisation or affiliated organisation by the interested party?*
- *describe the nature of the engagement;*
- *when did the engagement cease or is it continuing? Please provide details;*
- *does your company/organisation or affiliated organisation have an ongoing relationship with the interested party? Please provide details; and*
- *in general terms, how significant in terms of revenue and work flow is the relationship with the interested party to your company/organisation or affiliated organisation?*

2. Does your company/organisation or any affiliated organisation have a financial or other interest in or an association with an Interested Party?

If the answer is 'Yes',

- *describe the nature of the financial or other interest in or the association with the interested party; and*
- *in general terms, how significant or important is the relationship with the interested party to your company/organisation or affiliated organisation?*

3. Is your company/organisation or any affiliated organisation acting in any capacity for or involved with an interested party on any matter related to the Project?

If the answer is 'Yes',

- *describe the nature of the engagement or involvement between your company/organisation or affiliated organisation with the interested party; and*
- *if your company/organisation or affiliated organisation is acting on or involved with a matter relating to the Project for an interested party, are the same Personnel working on the Project for the Department involved in that matter? If yes, please provide details.*

4. Does your:
- company/organisation;
 - any member of its Board; or
 - affiliated organisation

who is likely to have access to commercially sensitive, security classified or confidential information about the Project and/or provide sign-off to the Department in relation to any aspect of your company's/organisation's role in the Project,

have any shareholding in any interested party?

If the answer to is 'Yes' please provide details. You are also requested to provide details of internal arrangements (if any) used to quarantine information (for example, physical or electronic separations).

5. Describe the measures and protocols in place in your company/organisation and any affiliated organisations who is likely to have access to commercially sensitive, security classified or confidential information about the Project, to segregate and quarantine Project information.
6. In relation to information security, the Department requires your company/organisation to provide full particulars of the arrangements that are in place for electronic security and physical security of Project information. In particular, the Department requires details of the measures in place to restrict access to commercially sensitive, security classified and confidential information to authorised members of your Project team.

Please provide as much detail as possible in relation to the points above. The response to this letter will allow the Department to form a view as to whether such associations and work identified may give rise to an actual, perceived or potential conflict of interest, and if so, whether any further steps are required to address such conflict.

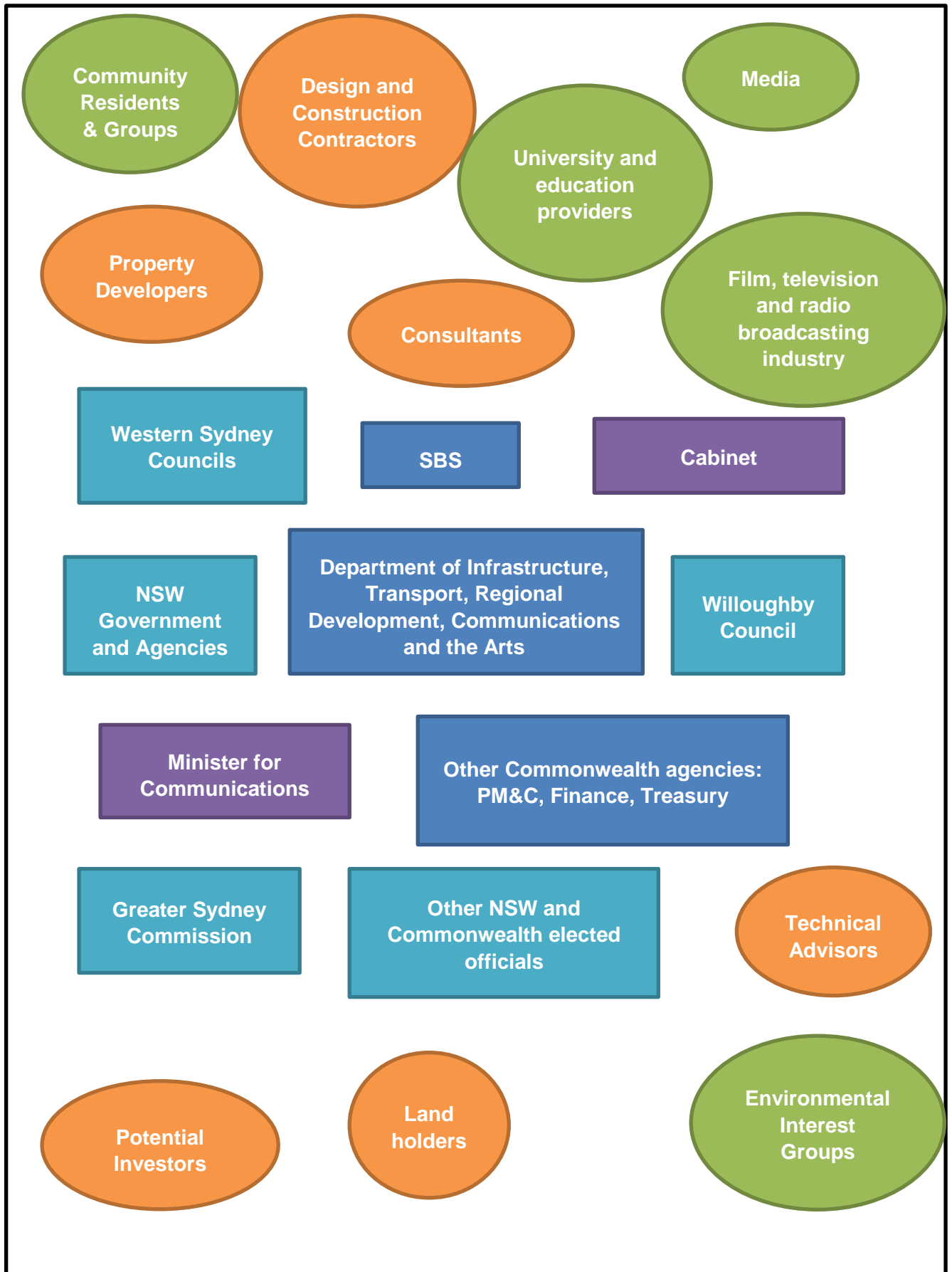
The Department requests that you immediately inform the Probity Manager if your organisation is approached, either directly or indirectly (through a third party) in relation to the provision of services to any one of the interested parties in relation to the Project.

List of Interested Parties

Set out below is a non-exhaustive list of entities or interests which may be a relevant interest. Please consider the list and any of their related entities when preparing your letter as well as any other interests or relationships which you believe may be relevant. This list is indicative only and may be updated from time to time.

- councils in the Western Sydney area,
- Willoughby Council,
- NSW Government Agencies
- property development companies,
- own or have an interest in any commercial property or other relevant landholdings in Western Sydney

SCHEDULE 3 DIAGRAM OF STAKEHOLDERS



SCHEDULE 4 TEMPLATE CONFIDENTIALITY DEED AND UNDERTAKING

Date

This Deed is made on ^insert date^.

Parties

This Deed is made by:

1. ^insert name of Confidant company or organisation and ACN and/or ABN^ of ^insert address^ (Confidant)

in favour of and legally enforceable by:

2. Department of Infrastructure, Transport Regional Development, Communications and the Arts ABN 86 267 354 017 of ^insert address^ (Department)

Context

This Deed is made in the following context:

- A. The Confidant may require access to SBS's and/or the Department's Confidential Information in relation to the Purpose.
- B. The Department is willing to provide access to necessary Confidential Information to the Confidant strictly for the Purpose and in accordance with this Deed.

Operative provisions

By this Deed the Confidant covenants and agrees as follows.

1. Interpretation

- 1.1.1. In this Deed, unless the contrary intention indicates otherwise:

Approved Personnel means the natural persons, set out in Attachment A and any additional natural persons otherwise agreed to in writing with the Department, who may access the Confidential Information.

Confidential Information means information, documents and data that is:

- a. identified in Attachment C, if any; and/or
- b. reasonably designated in any way by the Department, SBS or its owner as confidential; and/or
- c. which the Confidant knows or ought to know is confidential,

that is provided by the SBS or the Department to the Confidant or that the Confidant otherwise accesses or becomes aware of in relation to the Purpose.

Copy	means any document, device, article or medium in which Confidential Information is, or may be, embodied, whether directly or indirectly.
Deed	means this deed of confidentiality and includes all schedules and attachments to this deed.
Purpose	means ^insert description of the purpose, e.g., participation in a particular process, provision of particular advice, involvement in a particular activity^.
SBS	means the Special Broadcasting Service Corporation

2. Confidentiality

- 2.1.1. The Confidant must use the Confidential Information only as is legitimate and necessary for the Purpose and strictly in accordance with this Deed and any additional conditions advised by the Department from time to time.
- 2.1.2. Subject to clauses 2.1.3, 2.1.4 and 3, the Confidant will not, without the prior written authorisation of the Department, disclose any Confidential Information to any person, other than Approved Personnel, unless the disclosure is required by law. In giving its authorisation, the Department may notify the Confidant of conditions on the disclosure and the Confidant must comply with these conditions.
- 2.1.3. Where the Confidant is required by law to disclose the Confidential Information, the Confidant must:
- use its best endeavours to notify the Department prior to disclosing the Confidential Information;
 - provide to the Department full details of the relevant legal requirement and information to be disclosed; and
 - take any reasonable action requested by, and reasonably cooperate with any action taken by, the Department to challenge, prevent or limit such disclosure.
- 2.1.4. The Confidant must ensure that, prior to disclosing any Confidential Information to any of the Approved Personnel, the Approved Personnel have signed a written undertaking in the form attached at Attachment B relating to the use and non-disclosure of Confidential Information. Each signed undertaking must be given promptly to the Department. Notwithstanding this undertaking the Confidant remains responsible to the Department for ensuring the confidentiality of the Confidential Information.

- 2.1.5. The Confidant must secure all Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 2.1.6. The Confidant must implement security procedures to ensure that it meets its obligations under this Deed and will provide details of these procedures to the Department on request.

3. Exceptions to confidentiality obligations

- 3.1.1. The Confidant's obligations under clause 2 will not be taken to have been breached to the extent that Confidential Information:
 - a. is required by law to be disclosed; or
 - b. is in the public domain otherwise than due to a breach of this Deed by the Confidant.
- 3.1.2. Where the Confidant discloses Confidential Information under clause 3.1.1 it must advise the recipient that the information is confidential.
- 3.1.3. Clauses 3.1.1 and 3.1.2 do not limit the operation of clause 2.1.3.

4. Privacy

- 4.1.1. The Confidant agrees, in relation to the use of the Confidential Information to comply with:
 - a. its obligations under the *Privacy Act 1988* (Cth) and not to otherwise do any act or engage in any practice which, if done or engaged in by the Department, would be a breach of an Australian Privacy Principle under the *Privacy Act 1988* (Cth); and
- 4.1.2. any directions, guidelines, determinations or recommendations of the Department or the Commonwealth of Australia to the extent that they are consistent with the obligations referred to in clause Schedule 44.1.1.a.
- 4.1.3. The Confidant agrees to notify the Department immediately if it becomes aware of a breach or possible breach of any of its obligations under clause Schedule 44.1.1.

5. Dealing with Copies

- 5.1.1. Except as strictly required for the Purpose, the Confidant agrees not to copy or reproduce any Confidential Information without the prior written consent of the Department, which consent the Department may grant or withhold in its absolute discretion
- 5.1.2. The Confidant agrees, immediately upon request by the Department, to:
 - a. deal with all Copies as directed by the Department, subject to any legal requirement binding on the Confidant; and
 - b. provide evidence to the Department's satisfaction that it has complied with its obligations under clause Schedule 45.1.2.a.

6. Confidant's obligations

- 6.1.1. The Confidant agrees to notify the Department immediately, and provide full details, if the Confidant is aware or reasonably suspects that:
- a. Confidential Information has, or might have been, accessed, used, modified or disclosed in any way other than as permitted under this Deed; or
 - b. there has been any other breach of this Deed.
- 6.1.2. The obligations arising out of this Deed are in addition to any obligations of confidence at common law or in equity.
- 6.1.3. The Confidant agrees to provide all assistance that the Department reasonably requires to enable the Department to take any action or bring any proceedings in relation to any unauthorised access, use, modification or disclosure of Confidential Information.

7. Remedy, non-reliance and indemnity

- 7.1.1. The Confidant acknowledges and agrees that:
- a. the improper use or disclosure of any Confidential Information would be detrimental to the Department and may cause harm to third parties with an interest in the Confidential Information; and
 - b. monetary damages alone may not be sufficient remedy for any breach of this Deed by the Confidant or its Approved Personnel and that, in addition to any other remedies available at law or in equity, the Department will be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Deed as may exist in the Department's opinion including any breach of any obligation to procure any person to do or omit anything.
- 7.1.2. The Confidant agrees that the Department will not be liable for any loss (including any indirect or inconsequential loss), damage, cost or expense incurred or suffered by the Confidant, its Approved Personnel or any other person arising out of or in connection with:
- a. their use or reliance on the Confidential Information; or
 - b. any statement, act or omission of the Department in connection with the Purpose or this Deed.
- 7.1.3. Except to the extent caused or contributed to by the Department, the Confidant indemnifies the Department against any legal costs on a solicitor client basis incurred by the Department to the extent these are caused or contributed to by the Confidant's or its Approved Personnel's failure to comply with this Deed or any undertaking provided in accordance with this Deed.

8. Period of confidentiality

- 8.1.1. Except as otherwise may be agreed by the parties in writing or as otherwise provided in this Deed, all Confidential Information will remain subject to the requirements of this Deed until it becomes available from a legal public source without restriction.

9. Survival

- 9.1.1. This Deed will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Department and the Confidant relating to the Purpose.

10. Compliance with Legislation and Policies

- 10.1.1. Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Confidential Information:
- a. Division 122 of the *Criminal Code* (Cth);
 - b. Section 91.1 and Part 10.7 of the *Criminal Code* (Cth);
 - c. *Privacy Act 1988* (Cth);
 - d. *Freedom of Information Act 1982* (Cth); and
 - a. ^insert any additional legislation or security and confidentiality policies/guidelines of the Department that the Department wants to bring to the attention of the Confidant^.

11. Notices

- 11.1.1. Unless a party advises otherwise any notice under this Deed shall be effective if it is in writing and dealt with as follows:
- a. if given by the Confidant to the Department – addressed to ^insert name/position and contact details^; or
 - b. if given by the Department to the Confidant – addressed to ^insert name/position and contact details^.
- 11.1.2. A notice is to be:
- a. signed by the person giving the notice and delivered by hand;
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. transmitted electronically by the person giving the notice by electronic mail.
- 11.1.3. A notice is deemed to be effected:
- a. if delivered by hand - upon delivery to the relevant address;
 - b. if sent by post - upon delivery to the relevant address;
 - c. if transmitted electronically - upon actual receipt by the addressee.
- 11.1.4. A notice received after 5.00 pm, or on a day that is not a business day in the place of receipt, is deemed to be effected on the next business day in that place.

12. Applicable law

- 12.1.1. This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

12.1.2. The Confidant submits to the jurisdiction of the courts of the Australian Capital Territory.

Executed as a Deed Poll

EXECUTED by ^Confidant name^
^Confidant ACN and/or ABN^ in
accordance with the requirements of
section 127 of the *Corporations Act 2001*
(Cth):

Name of Director

Signature _____

Name of Director/Secretary

Signature _____

THE COMMON SEAL of ^Confidant
name^ ^Confidant ACN and/or ABN^ the
affixing of which was witnessed by:

Signature

Name of Director

Signature

Name of Director/Secretary

SIGNED for and on behalf of ^Confidant
name^ ^Confidant ACN and/or ABN^ by:

Name of signatory

Signature

In the presence of:

who is authorised by Power of Attorney
^Number or Date^ ^insert details of
registration (if any), for example 'and
registered with the office of the NSW
Registrar-General'^ and who declares
that ^he/she^ has at the time of execution
of this document no notice of its
revocation

in the presence of:

Name of witness

Signature of witness

Attachment A – Approved Personnel

1. Approved Personnel

The following persons are Approved Personnel for the purposes of this Deed:

Approved Personnel	Position	Organisation
[^] insert name of approved person [^]	[^] insert position of approved person [^]	[^] insert name of organisation [^]

Attachment B - Confidentiality Undertaking

Date

This Undertaking is dated 20 .

Parties

This Undertaking is provided by:

^insert name of approved person^ of ^insert address of approved person^ (the Recipient)

Context

This Undertaking is provided in the following context:

- A. The Recipient may gain access to SBS and/or the Department's Confidential Information in relation to the Purpose under the Deed of Confidentiality between the Confidant and the Department.
- B. Clause 2.1.4 of the Deed of Confidentiality requires the Confidant to obtain a written undertaking from the Recipient prior to disclosing any Confidential Information to the Recipient.

Operative provisions

The Recipient provides the undertakings set out below in respect of all Confidential Information to which the Recipient has or will have access.

1. Interpretation

1.1.1. In this Undertaking, unless the contrary intention indicates otherwise:

Department	means ^insert name of Department^.
Confidant	means ^insert name of organisation^.
Confidential Information	has the same meaning as in clause 1 of the Deed of Confidentiality.
Deed of Confidentiality	means the deed of confidentiality between the Confidant and the Department dated ^insert date of deed of confidentiality^.
Purpose	has the same meaning as in clause 1 of the Deed of Confidentiality.
SBS	means the Special Broadcasting Service Corporation
Undertaking	means this Confidentiality Undertaking.

2. Recipient's obligations

- 2.1.1. The Recipient agrees that he or she is aware of the provisions and effect of the Deed of Confidentiality including being aware of the significance of the Recipient being one of the Approved Personnel for the purposes of the Deed of Confidentiality.
- 2.1.2. The Recipient undertakes to deal with the Confidential Information in accordance with the requirements of the Deed of Confidentiality. In particular, the Recipient agrees not to do any act or fail to do any act, which act or failure to act if done by the Confidant, would result in a breach of the Deed of Confidentiality.

3. Survival

- 3.1.1. This Undertaking will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Department and the Confidant relating to the Purpose.

4. Applicable law

- 4.1.1. To the extent applicable to it this Undertaking is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

EXECUTED as a Deed Poll

SIGNED, SEALED AND DELIVERED by:

Name

Signature

In the presence of:

Name of witness

Signature of witness

Attachment C – Confidential Information

[to be inserted]

SCHEDULE 5 EXTERNAL PERSONNEL CONFIDENTIALITY DECLARATION

Confidentiality Declaration

1. Contracted Personnel who are involved in the Special Broadcasting Service (**SBS**) Relocation Feasibility Study Project (**Project**) and associated activities and have access to information relating to the Project are reminded of their existing obligations under:
 - a. the contract under which their services have been engaged;
 - b. the deed of confidentiality they or their employer signed relating to the provision of their services;
 - c. the *Privacy Act 1988* (Cth) and regulations under that Act; and/or
 - d. the *Criminal Code* set out in Schedule 1 of the *Criminal Code Act 1995* (Cth).

to ensure that information received as a consequence of their involvement in the Project is kept confidential and is only disclosed to persons who are authorised to receive such information.

2. It may be a punishable offence under Chapter 5, Part 5.6, Division 122 of the Criminal Code to communicate information relating to the Project to any person who is not authorised to receive it.
3. It is a requirement that all contracted Personnel who have access to information relating to the Project make the following declaration.

Declaration:

I,	[Printed Name]
.....	[Position]
.....	[Organisation/Employer]

Certify that:

I acknowledge my obligations to keep information provided to me in relation to the Project confidential and to only disclose any such information to persons who are authorised to receive that information.

_____	_____
Signature	Date

SCHEDULE 6 COMMONWEALTH PERSONNEL CONFIDENTIALITY DECLARATION

1. Commonwealth Personnel who are involved in the Special Broadcasting Service (**SBS**) Relocation Feasibility Study Project (**Project**) and associated activities and have access to information relating to the Project are reminded of their existing obligations under:
 - a. the *Public Service Act 1999* (Cth) and Public Service regulations;
 - b. the *Privacy Act 1988* (Cth) and regulations under that Act; and/or
 - c. the *Criminal Code* set out in Schedule 1 of the *Criminal Code Act 1995* (Cth).

to ensure that information received as a consequence of their involvement in the Project is kept confidential and is only disclosed to persons who are authorised to receive such information.
2. It may be a punishable offence under Chapter 5, Part 5.6, Division 122 of the Criminal Code to communicate information relating to the Project to any person who is not authorised to receive it.
3. It is a requirement that all Commonwealth Personnel who have access to information relating to the Project make the following declaration.

Declaration:

I,	[Printed Name]
.....	[Position]
.....	[Organisation/Employer]

Certify that:

I acknowledge my obligations to keep information provided to me in relation to the Project confidential and to only disclose any such information to persons who are authorised to receive that information.

_____	_____
Signature	Date

SCHEDULE 7 PROBITY PROTOCOLS FOR MINISTERS, MEMBERS OF PARLIAMENT AND THEIR STAFF - SBS RELOCATION FEASIBILITY STUDY PROJECT

1. Purpose

- 1.1.1. This protocol provides guidance to assist Ministers, Members of Parliament and their staff in understanding the probity principles in relation to the Project and to ensure that the integrity of the Project is maintained in all circumstances where their roles and responsibilities may interact with the conduct of the Project.

2. Context

- 2.1.1. The Government has commissioned a feasibility study into the relocation of the Sydney based headquarters and studios of the SBS from Artarmon, NSW to Western Sydney, alongside the provision of a multi-purpose space for content creation and public use.
- 2.1.2. The SBS Relocation Feasibility Study Project (**Project**) will examine the merits of addressing the imbalance in infrastructure, skilled jobs and cultural investment in Western Sydney by leveraging the public's investment in the nation's multicultural broadcaster. If the Project finds that relocation is feasible, it will be a decision for the SBS Board whether to relocate, taking into account their obligations under the *Public Governance, Performance and Accountability Act 2013* and the *Special Broadcasting Service Act 1991*.
- 2.1.3. The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (**Department**) is currently undertaking the Project which will involve a number of interrelated activities including engagement with stakeholders and other interested parties. Interested parties include those entities which have a commercial or political interest in the outcome or recommendations of the Project. In each area of activity there are private and public sector stakeholders with a mix of aligned interests, divergent interests and competing interests.
- 2.1.4. The unauthorised release or sharing of information or improper conduct of the Project could jeopardise the achievement of the Project objectives, provide basis for complaints, media scrutiny and, potentially, litigation.
- 2.1.5. During the Project, it is possible that interested parties may seek to meet with and/ or contact the Ministers for the Department, other interested Ministers, Members of Parliament and their advisers – i.e. personnel may receive increased lobbying, or requests for meetings from interested parties to discuss the Project outcomes or recommendations.
- 2.1.6. The conduct of the Project is subject to a Probity Framework to ensure the integrity of the Project is maintained. The Australian Government Solicitor (**AGS**) is the Probity Advisor to the Project. If requested, AGS personnel can brief personnel on the key probity principles for the Project or attend other meetings as required.

3. Risks

- 3.1.1. The risks associated with not complying with key probity principles are that:

- a. the management and implementation of the Project may be subject to public criticism and scrutiny by the media, oversight bodies such as the Australian National Audit Office and Parliament;
 - b. decisions or outcomes may be seen or treated as being more favourable to an interested party in relation to the Project that could be subject to complaints or potential legal action; and/or
 - c. confidential Project information may be inappropriately disclosed which may compromise the integrity of any processes.
- 3.1.2. If communications and engagements with interested parties and stakeholders are not appropriately managed, this could result in complaint or criticism relating to the conduct and integrity of the Project.
- 3.1.3. It is important to note that these risks can arise based on perception only and the identification of these risks carries no implication that Ministers, Members of Parliament or their staff would actually engage in any improper conduct.

4. Probity Principles

- 4.1.1. The Probity Framework has been established to facilitate the following fundamental process and probity principles:
- a. ensuring that the Project is undertaken in a fair, defensible and impartial manner;
 - b. adopting a consistent, balanced and transparent approach to the consideration and assessment of options under the Project;
 - c. providing clear justification and supporting reasons for the Project recommendations;
 - d. ensuring the security and confidentiality of Project information, including any confidential or commercially sensitive information obtained from third parties (including the SBS, industry and state and local government entities);
 - e. identifying and managing actual, potential and perceived conflicts of interest;
 - f. complying with relevant legislative and regulatory requirements in relation to the conduct of the Project; and
 - g. establishing and maintaining a clear audit trail for the conduct of the Project.
- 4.1.2. Following the probity protocols will help to ensure that any risks to the conduct of the Project are minimised.

5. Project Governance

- 5.1.1. In accordance with the Terms of Reference for the Project, the Minister will not be involved in, or act as the decision maker or delegate, in the evaluation of any expression of interest (or any similar procurement processes) bids or in the selection of any preferred site for the SBS Relocation.

- 5.1.2. However, consistently with the Project Terms of Reference, the Minister will be involved in assessing, considering and acting on, the Project Steering Committee and Departmental advice throughout the life of the Project.

6. Guidance on Key Probity Principles

6.1. Conflicts of interest

- 6.1.1. A conflict of interest arises where individuals have an interest that conflicts, or could be perceived to conflict, with the interests of the Commonwealth in conducting the Project.
- 6.1.2. Conflicts of interest and perceived conflicts of interest have the potential to seriously undermine the integrity of the Project and must therefore be treated with a high level of seriousness and concern by individual. In this regard, personnel should err on the side of caution in their approach to declaring potential conflicts.
- 6.1.3. The following guidance is provided in identifying and managing any conflicts of interest.
- a. there is no exhaustive list of what would constitute a conflict of interest and hence advice on potential or perceived conflicts may be sought and obtained from the Probity Advisor.
 - b. some examples of potential conflicts of interest may include where an individual (either directly or indirectly through close family members) has a financial interest, business relationship, other relationship, or a position in their personal capacity (such as a directorship or employment) with property developers, Western Sydney Local Councils, or a NSW government agency. A land holding in the Western Sydney area is also a relevant interest.
 - c. should any actual, perceived, or potential conflict of interest arise (at any stage during the Project or related activities), the matter should be disclosed and appropriately managed, including through relevant advice from the Department and/or the Probity Advisor.
- 6.1.4. The key principles for considering, addressing managing or removing a conflict include:
- a. for the purposes of deciding on the existence of a conflict of interest, the issue is not whether the person has actually been influenced, but whether a reasonable person would perceive that the decision-making process of an individual could have been influenced; and
 - b. whilst efforts should be made to minimise the impact on the affected person, in all instances, the determinations made in regards to the conflict should place the probity of the Project, including the way the Project is perceived, as paramount.

6.2. Management of Confidential Information

- 6.2.1. The protection of confidential and commercially sensitive information is an important probity requirement. Improper distribution of information has the potential to seriously undermine the integrity of the Project as well as harm the reputation of the Commonwealth.

- 6.2.2. Most of the information developed for the Project activities will be sensitive. It may be sensitive to the Commonwealth, NSW and local government agencies, and other third-party stakeholders.
- 6.2.3. As a result of these sensitivities, Ministers, Members of Parliament and their staff should treat, as the default position, non-public information as confidential information.
- 6.2.4. The following guidance is provided in managing confidential information:
- a. non-public Project information should be treated as sensitive;
 - b. care must be taken to ensure confidential information is not inadvertently disclosed;
 - c. confidential information should not be left unattended in a readily accessible location;
 - d. confidential information should not be sent to personal email addresses, stored on personal computers or devices or printed from public or personal computers; and
 - e. hard copy confidential information must be stored securely when not in use.

6.3. Communications and meetings with interested parties

- 6.3.1. The following guidance is provided to personnel in managing requests for meetings and communications during events that involve contact with interested parties and stakeholders:
- a. meetings with an interested party relating to the Project should generally be avoided. If such meetings cannot be avoided, any discussions by personnel relating to the Project should be undertaken in accordance with pre-prepared talking points by the Department or based on information contained in the Minister's or Department's public statements.
 - b. meetings on other matters unrelated to the Project can be taken, but such requests should be treated consistently, and the following protocols should be adopted:
 - i. in an appropriate manner, the interested party should be advised that the meeting is not part of the Project and the relevant person is not in a position to discuss any matters related to such processes.
 - ii. if the Project is raised during the meeting, personnel should be in 'receive/listening' mode and should not comment on any propositions or proposals made by the interested party concerning the Project.
 - iii. personnel should not express any personal views, opinions or preferences concerning the Project.
 - iv. If asked about the Project or its related processes, personnel should inform the interested party that all questions should be directed to the nominated Departmental contact officer in relation to the Project (see below).
 - v. If possible, the meeting should be attended by another member/s of the Minister's or Member of Parliament's official staff, and should be file noted, to

ensure that the interactions stay within probity parameters. Personnel should consider whether the file note should be provided to the nominated Departmental contact officer for the Project following the meeting to assist with record keeping and any audits or probity reviews.

- vi. Any gifts or hospitality presented or offered by an interested party should be treated in accordance with applicable protocols.

6.3.2. If requested, the Probity Advisor can brief personnel before the meeting and/or attend the meeting to address any probity issues should they arise.

7. Key Contacts

7.1.1. The key contacts in relation to the Project are:

Position	Details
Department Contact	<i>Director SBS Relocation Feasibility Study</i>
Probity Advisor	<i>Australian Government Solicitor</i>

SCHEDULE 8 PROBITY PROTOCOLS FOR SBS PERSONNEL

1. Purpose

- 1.1.1. This protocol provides specific guidance in relation to the application of the Probity Framework to the Special Broadcasting Service Corporation (**SBS**) and its personnel involved in the SBS Relocation Feasibility Study Project (**Project**) (**SBS Personnel**)

2. Context

- 2.1.1. The Government has commissioned a feasibility study into the relocation of the Sydney based headquarters and studios of the SBS from Artarmon, NSW to Western Sydney, alongside the provision of a multi-purpose space for content creation and public use.
- 2.1.2. The Project will examine the merits of addressing the imbalance in infrastructure, skilled jobs and cultural investment in Western Sydney by leveraging the public's investment in the nation's multicultural broadcaster. If the Project finds that relocation is feasible, it will be a decision for the SBS Board whether to relocate, taking into account their obligations under the *Public Governance, Performance and Accountability Act 2013* and the *Special Broadcasting Service Act 1991*.
- 2.1.3. The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (**Department**) is currently undertaking the Project which will involve a number of interrelated activities including engagement with stakeholders and other interested parties. In each area of activity there are private and public sector stakeholders with a mix of aligned interests, divergent interests and competing interests.
- 2.1.4. The unauthorised release or sharing of information or improper conduct of the Project could jeopardise the achievement of the Project objectives, provide basis for complaints, media scrutiny and, potentially, litigation.
- 2.1.5. The conduct of the Project is subject to a Probity Framework to ensure the integrity of the Project is maintained. The Australian Government Solicitor (**AGS**) is the Probity Adviser to the Project. If requested by the Project Probity Manager, AGS will liaise with the SBS Probity Coordinator to organise to brief SBS Personnel on the key probity principles for the Project or attend other meetings as required. Records of SBS Personnel who have attended a probity briefing will be provided by the SBS Probity Coordinator to the Project Probity Manager to store on the central Project probity file.

3. Risks

- 3.1.1. The risks associated with not complying with key probity principles are that:
- a. the management and implementation of the Project may be subject to public criticism and scrutiny by the media, oversight bodies such as the Australian National Audit Office and Parliament;
 - b. decisions or outcomes may be seen or treated as being more favourable to an interested party in relation to the Project; and/or
 - c. confidential Project or SBS information may be inappropriately disclosed.

- 3.1.2. If communications and engagements with interested parties and stakeholders are not appropriately managed, this could result in complaint or criticism relating to the conduct and integrity of the Project.
- 3.1.3. It is important to note that these risks can arise based on perception only and the identification of these risks carries no implication that SBS Personnel would actually engage in any improper conduct.

4. Probity Principles

- 4.1.1. The Probity Framework has been established to facilitate the following fundamental process and probity principles:
- a. ensuring that the Project is undertaken in a fair, defensible and impartial manner;
 - b. adopting a consistent, balanced and transparent approach to the consideration and assessment of options under the Project;
 - c. providing clear justification and supporting reasons for the Project recommendations;
 - d. ensuring the security and confidentiality of Project information, including any confidential or commercially sensitive information obtained from third parties (including the SBS, industry and state and local government entities);
 - e. identifying and managing actual, potential and perceived conflicts of interest;
 - f. complying with relevant legislative and regulatory requirements in relation to the conduct of the Project; and
 - g. establishing and maintaining a clear audit trail for the conduct of the Project.
- 4.1.2. Following the probity protocols and guidance will help to ensure that any risks to the conduct of the Project are minimised.

5. SBS Probity Coordinator

- 5.1.1. The SBS Probity Coordinator is responsible for ensuring that SBS Personnel understand the probity requirements for the Project. The responsibilities of the SBS Probity Coordinator include:
- a. requesting probity briefings from the Project Probity Manager, facilitating briefings delivered by the Probity Advisor on probity requirements, and reporting attendance lists to the Project Probity Manager;
 - b. assisting SBS Personnel with the identification and management of conflicts of interest;
 - c. seeking probity advice and support from the Project Probity Manager and Probity Advisor as required;
 - d. maintaining a register of SBS Personnel who have completed an interest's declaration, and ensuring that appropriate management strategies are implemented; and

- e. providing details of disclosed interests and proposed management strategies to the Project Probity Manager;
- f. providing details and information of any probity incidents or breaches to the Project Probity Manager.

6. Guidance on Key Probity Principles

6.1. Conflicts of interest

- 6.1.1. A conflict of interest arises where individuals have an interest that conflicts, or could be perceived to conflict, with the interests of the Commonwealth in conducting the Project.
- 6.1.2. Conflicts of interest and perceived conflicts of interest have the potential to seriously undermine the integrity of the Project and must therefore be treated with a high level of seriousness and concern by individual. In this regard, SBS Personnel should err on the side of caution in their approach to declaring potential conflicts.
- 6.1.3. SBS Personnel should complete an Interests Declaration upon commencement of involvement in the Project substantively in the form of Schedule 1 of the Probity Framework. The SBS Probity Coordinator will then provide copies of completed forms to the Project Probity Manager for storage on the central Project probity file.
- 6.1.4. The following guidance is provided to SBS Personnel in identifying and managing any conflicts of interest.
 - a. There is no exhaustive list of what would constitute a conflict of interest and hence advice on potential or perceived conflicts may be sought and obtained from the Probity Adviser.
 - b. Some examples of potential conflicts of interest may include where an individual (either directly or indirectly through close family members) has a financial interest, business relationship, other relationship, or a position in their personal capacity (such as a directorship, membership or employment) with property developers, Western Sydney Local Councils, or a NSW government agency. A land holding in the Western Sydney area is also a relevant interest.
 - c. Should any actual, perceived, or potential conflict of interest arise (at any stage during the Project or related activities), the matter should be disclosed and appropriately managed, including through relevant advice from the SBS Probity Coordinator, Project Probity Manager and AGS as required.

6.2. Management of Confidential Information

- 6.2.1. The protection of confidential and commercially sensitive information is an important probity requirement. Improper distribution of information has the potential to seriously undermine the integrity of the Project as well as harm the reputation of the Commonwealth.
- 6.2.2. Most of the information developed for the Project activities will be sensitive. It may be sensitive to the SBS, the Commonwealth, NSW and local government agencies, and other third-party stakeholders.

- 6.2.3. As a result of these sensitivities, SBS Personnel should treat, as the default position, non-public information as confidential information.
- 6.2.4. The following guidance is provided to SBS Personnel in managing confidential information:
- a. non-public Project information should be treated as sensitive;
 - b. care must be taken to ensure confidential information is not inadvertently disclosed;
 - c. confidential information should not be left unattended in a readily accessible location;
 - d. confidential information should not be sent to personal email addresses, stored on personal computers or devices or printed from public or personal computers; and
 - e. hard copy confidential information must be stored securely when not in use.
- 6.2.5. Where Project information is to be shared by SBS Personnel, for example, through the engagement of external advisers or consultants to assist SBS in its involvement of the Project, SBS Personnel should consider:
- a. requiring a confidentiality deed or undertaking in the form of Schedule 4 of the Probity Framework (appropriately tailored in favour of SBS) to be signed where the recipient is external to SBS and no contractual confidentiality obligations already exist; and
 - b. whether a confidentiality acknowledgement in the form of Schedule 5 of the Probity Framework (appropriately tailored in favour of SBS) should be signed where the recipient is external to SBS and contractual confidentiality obligations already exist.

6.3. Project Communications

Requests for information concerning the Project

- 6.3.1. SBS Personnel should take care not to release any non-public Project information, or express any personal opinions, whether publicly or to any person outside of the Project, about the Project, or the outcomes or recommendations of the Project.

Engagement with Interested Parties concerning the Project

- 6.3.2. As part of the Project, SBS Personnel may be required to engage with Stakeholders or potential suppliers that have an interest (including financial, commercial or other interest) in the outcome and recommendations of the Project (**Interested Parties**). The provision of non-public (including sensitive and confidential) Project information may result in a that entity obtaining an unfair advantage (or disadvantage if information is incorrect) that may be cause for complaint, scrutiny or jeopardise the conduct of the Project or future procurement processes.
- 6.3.3. SBS Personnel should take care to ensure that all Interested Parties are treated fairly and equitably and consistently with the rules of procedural fairness and justice.

6.4. Business As Usual Activities

- 6.4.1. The following guidance is provided to SBS in managing business as usual activities such as meetings on other matters unrelated to the Project with Interested Parties (i.e. activities that do not relate to the Project):
- a. meetings on other matters unrelated to the Project can be taken and the following protocols should be adopted:
 - i. in an appropriate manner where required, the Interested Party should be advised that the meeting is not part of the Project and SBS are not in a position to discuss any matters related to such processes.
 - ii. if the Project is raised during the meeting, SBS should be in 'receive/ listening' mode and should not comment on any propositions or proposals made by the Interested Party concerning the Project.
 - iii. SBS personnel should not express any personal views, opinions or preferences concerning the Project.
 - iv. if asked about the Project or its related processes, the SBS should inform the Interested Party that all questions should be directed to the nominated Departmental or SBS Project Contact officer in relation to the Project (see below).
 - v. any gifts or hospitality presented or offered by an Interested Party should be treated in accordance with SBS policy.

7. Key Contacts

- 7.1.1. The key contacts in relation to the Project are:

Position	Details
Department Contact and Project Probity Manager	<i>Director SBS Relocation Feasibility Study</i>
SBS Probity Coordinator	<i>Senior Manager – Compliance Risk</i>
SBS Project Contact	<i>Head of Regulatory and Government Affairs</i>
Probity Advisor	<i>Australian Government Solicitor</i>

SCHEDULE 9 BUSINESS AS USUAL PROTOCOLS

1. Context

- 1.1.1. Personnel involved in the Project may have day to day business as usual contact with the media, potential suppliers, stakeholders, local and state government and other interested entities (**Relevant Entities**) while the SBS Relocation Feasibility Study Project (**Project**) is underway.
- 1.1.2. These protocols recognise that these separate business as usual activities with Relevant Entities must continue whilst the Project is underway.
- 1.1.3. However, probity risks arise during business as usual activities with Relevant Entities because those entities may have an interest, or seek to influence, the outcome or recommendations of the Project.
- 1.1.4. The key risk to manage is that Relevant Entities may actually gain, or be perceived to have gained, an unfair advantage by virtue of their current relationships or activities with the Department or SBS and / or from the availability of Personnel (i.e. regular contact with SBS or Department Personnel). A Relevant Entity could actually, or be perceived to have:
- a. influenced the outcomes or recommendations of the Project; or
 - b. had access to non-public information about the Project that is not available to other Relevant Entities.
- 1.1.5. If communications with Relevant Entities are not appropriately managed, another entity may seek to challenge the outcomes or recommendations of the Project. This protocol seeks to manage these risks.
- 1.1.6. Personnel should also be aware that a Probity Framework has been established, setting out the probity principles and procedures to be applied by Personnel involved in the Project.
- 1.1.7. Regardless of whether the Probity Framework established for the Project applies to Personnel, Personnel who are in contact with Relevant Entities have the capacity to influence the Project, and to impact the fairness and defensibility of the Project
- 1.1.8. Personnel who are not involved in the Project but receive these protocols must, therefore, comply with these protocols in their dealings with Relevant Entities in order to protect the integrity of the Project.

2. Scope

- 2.1.1. These protocols apply to activities being conducted by Personnel outside of authorised Project activities throughout the Project (i.e. business as usual activities).

3. Probity Protocols

- 3.1.1. Personnel who have contact with Relevant Entities outside of Project activities should adhere to these following protocols:

- a. discussions with Relevant Entities should be limited to day to day business as usual matters (i.e. should not include any matters related to the Project);
- b. no information about the Project which is not already public information, may be discussed or disclosed to Relevant Entities contractors, agents or advisers – in particular, Personnel must not:
 - i. provide information relating to a Project to a Relevant Entity;
 - ii. discuss with a Relevant Entity the Project;
 - iii. disclose information about the Project to any person who does not have a need to know;
 - iv. discuss the Project in public spaces or where those discussions could be overheard by those who do not have a need to know;
- c. when meetings and/ or discussions are held with Relevant Entities where appropriate, Personnel should make it clear that the discussion does not form part of, and does not relate to, the Project, and the Project cannot be discussed within that meeting and/ or discussion;
- d. where a Potential Supplier seeks to discuss a Project or matters related to a Project in detail with you, you should:
 - i. decline to comment;
 - ii. refer the enquiry to the relevant Contact Officer for the Project;
 - iii. make a record of that contact, and how you handled it; and
 - iv. provide that record to the Project Probity Manager or SBS Probity Coordinator as relevant.
- e. Relevant Entities should also not be given any opportunity to comment or contribute to the development of Project outcomes or recommendations. In other words:
 - i. if you are asked by the Project to comment on particular requirements or recommendations for a Project, you must not discuss these with any Relevant Entity's Personnel or seek their comments on this; and
 - ii. if any Relevant Entity seeks your comment on matters that relate to the Project, you must decline to comment and take the steps set out at 3.1.1d
- f. where necessary and practical, all substantial discussions or meetings between Personnel and Relevant Entity Personnel:
 - i. should be held formally and a record maintained;
 - ii. should be attended by at least two Personnel; and
 - iii. should not be held in public (e.g. in restaurants or cafés);
- g. where you have substantial contact with a Relevant Entity as part of business as usual activities, you should consider keeping records of those business as usual

activities in the during the Project to confirm that a Project was not raised or was not discussed during these other business as usual activities; and

- h. where you are involved in a Project you must:
 - i. comply with the requirements of the Probity Framework, including in relation to gifts, hospitality and offers of employment from Relevant Entities, and
 - ii. in completing any Project interest declaration, your business as usual activities with Potential Suppliers should be declared.

4. Contact Officer

4.1.1. The Contact Officer is:

Department Contact Officer *Project Probity Manager*

SBS Contact Officer *SBS Project Contact*

5. Probity Issues

5.1.1. You must report any potential probity issues to the Project Probity Manager, Probity Advisor or SBS Probity Coordinator as required. The Probity Advisor and SBS Probity Coordinator will provide copies of any reports to the Project Probity Manager for recording on the central Project probity file.

Position	Name and Title
Project Probity Manager	<i>Director SBS Relocation Feasibility Study</i>
SBS Probity Coordinator	<i>Senior Manager – Compliance Risk, SBS</i>
Probity Advisor	<i>Australian Government Solicitor</i>