

Council

**BUSHFIRE RISK MITIGATION COORDINATOR
POSITION**

Position Profile
Grant Agreement

Meeting Date: 22 March 2022

Number of Pages: 29



Performance Profile

Bushfire Risk Mitigation Coordinator

Vision		Values	Mission Statement	
<p>A happy, healthy and eclectic community that embraces creativity, celebrates the natural environment and is invested in a strong local economy.</p> <p>-----</p> <p>Plantagenet, building a sustainable and respectful community, where the environment is preserved and natural beauty and diversity provide opportunity for all.</p>		<p>Consistency /Sustainability /Honesty /Integrity /Teamwork /Transparency /Respect</p> <p>-----</p> <p>Integrity Professionalism Supportiveness Responsibility Customer First</p>	<p>The Shire of Denmark will protect and improve the quality of life for our community by:</p> <ul style="list-style-type: none"> • Providing quality services and infrastructure that meet community needs; • Carefully managing our natural environment; • Empowering our community to make positive change; and • Embracing innovation and opportunities. <p>-----</p> <p>The Shire of Plantagenet</p> <p>To enhance the quality of life for the people of Plantagenet through the provision of leadership services and infrastructure.</p>	
Position:	Bushfire Risk Mitigation Coordinator Shire of Denmark / Shire of Plantagenet.	Direct Reports:	Nil	
Department:	Corporate and Community Services (Denmark) / Works and Services (Plantagenet)			
Reports to:	Community Services / Emergency Services			
Status:	Full-time, Fixed Term Contract Shared Position (Contract Position Until 30 June 2025)			

Performance Summary

The Bushfire Risk Mitigation Coordinator is expected to:

- Review local government(s) bushfire risks to determine treatment priorities using experience and knowledge of emergency management and bushfire risk management strategies.
- Liaise with DFES, Shire staff, contractors and other relevant stakeholders to confirm and document the appropriate treatment strategies for local government bushfire risks within the BRM Plans.
- Enhance communication and form positive working relationships with the community's.
- Prepare, submit and manage Mitigation Activity Fund Grants Program applications to support the provision of funds required to implement local government treatment programs and the completion of acquittals in accordance with requirements.
- Work autonomously at a high level with minimum supervision.
- Demonstrate high level administrative skills and understanding of technology utilising a range of computer systems.
- Accept responsibility, be solution focused, with a 'can-do' attitude.
- Look for opportunities to collaborate and problem solve
- Champion the vision, values and mission statements of the Shire's
- Administer community and corporate risks effectively

Key Responsibilities

Mitigation Planning

- Review local government(s) bushfire risks to determine treatment priorities, including Annual Scheduled Treatment Plan and 3-year Indicative Treatment Plan.
- Liaise with DFES, Shire staff and other relevant stakeholders to confirm and document appropriate treatment strategies for local government bushfire risks within the BRM Plans.
- Prepare, submit and manage Mitigation Activity Fund Grants Program applications to support the provision of funds required to implement LG treatment programs.
- Prepare and obtain approval of planned burning prescriptions, and other necessary applications/permits, that are required to implement mitigation activities.

Mitigation Implementation and Evaluation

- Manage contractors to ensure the agreed mitigation works are performed on time, within budget and to the required standards.
- Perform risk re-assessments following the completion of treatment activities and ensure risk assessments have been completed using the current BRM methodology.
- Inform relevant stakeholders of the status of treatment activities and escalate, to DFES' officers, all risks and issues that may prevent the successful completion of mitigation works.
- Manage the acquittal of all BRM grant applications, including the MAFGP, in accordance with the relevant grants program.
- According to experience and availability, facilitate implementation of prescribed burns with LG staff and volunteers across both LGA's.
- Ensure all BRM data, relevant to local government(s) Annual Scheduled Treatment Plan and 3-year Indicative Treatment Plan is captured in DFES' Bushfire Risk Management System (BRMS).

Other

- Liaise with DFES' Bushfire Risk Mitigation Officer, and other landholders, to support the effective implementation of "tenure-blind" mitigation programs.
- Complete reports and other requests for BRM information, as required, within established timeframes.
- Present relevant local government mitigation programs at Bush Fire Advisory Committee.
- Arrangements for the BRMC to attend bushfires within their jurisdiction are to be discussed and confirmed between the relevant local government, BRMC and DFES region.
- Undertake any other duties as required by the Manager Community Services and the Executive Manager of Works and Services

Position Requirements

- Demonstrated experience and knowledge of emergency management and bushfire risk management, including understanding of the role of landholders and agencies in the management of bushfire risk.
- Demonstrated experience in applying bushfire mitigation strategies that sustain the natural environment by maintaining conservation values and biodiversity.
- Demonstrated experience in tendering and contract development, administration and management.
- Demonstrated conceptual, analytical and problem-solving skills.
- Understanding and experience in the application of risk management principles.
- Experience in rural fire management including planned burning and firefighting, with an understanding of the principles of bushfire behaviour and suppression activities.
- Well-developed communication and interpersonal skills, with demonstrated ability to liaise, consult and negotiate effectively with a wide range of stakeholders including contractors, government officers, industry and private landowners.
- Proven ability to plan, prioritise and organise workloads to meet agreed timeframes.
- Proven experience working with ICT based systems including ability to effectively perform data entry, analysis and reporting.
- 'C' Class Driver's Licence (essential)

General Accountability, Attitude, Behaviour and Conduct

Every person carrying out work for the Shire of Denmark and Plantagenet has a personal accountability for their observable attitudes, behaviour and conduct. Obligations regarding these are contained in other documents such as:

- The Shire's Code of Conduct;
- Management directives and approved policies and procedures;
- There is an obligation to take reasonable care to ensure personal safety and health at work and that of other persons in the workplace.
- Other lawful and reasonable directions from the employer and particularly those relating to General Accountabilities of local government employees such as employee integrity, confidentiality, Shire reputation, efficiency, fraud and corruption prevention;

Certification

As the occupant of this position, I have noted and agreed to the Values, statement of duties, responsibilities and other requirements as detailed in this document.

NAME _____

SIGNATURE _____

DATE _____

MANAGER _____

SIGNATURE _____

DATE _____

PERFORMANCE PROFILE REVIEWED

DATE February 2022



<insert LG logos>

**BUSHFIRE RISK MITIGATION COORDINATOR
GRANT AGREEMENT**

<insert month/year>

THIS GRANT AGREEMENT is made on _____ of _____

BETWEEN:

The State of Western Australia acting through its Department of Fire and
Emergency Services
("Grantor")

And

The Local Government of
("1st Organisation")

A.B.N. (if applicable)

And

The Local Government of
("2nd Organisation")

A.B.N. (if applicable)

And

The Local Government of
("3rd Organisation")

A.B.N. (if applicable)

And

The Local Government of
("4th Organisation")

A.B.N. (if applicable)

RECITALS

The 1st, 2nd, 3rd and 4th Organisations have applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Agreement, including its recitals and any schedules or annexures (if any).

Acquittal occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Grantee in accordance with clause 3.6 are satisfactory.

Approved Purpose means the purpose or purposes set out in item 1 of Schedule 1.

Audit means the verification and certification the Grant has been spent in accordance with this Agreement by either an independent registered company auditor (as defined by the Corporations Act 2001) or the Office of the Auditor General for Western Australia.

Auditor means an accountant in public practice, who is a certified public practitioner (or equivalent) and is a member of either Chartered Accountants Australia and New Zealand (CAANZ), CPA Australia or the Institute of Public Accountants (IPA) and who is independent from the Organisation. Auditor must be registered as a company auditor or equivalent under a law in force in Western Australia.

Auditor General means the Auditor General established by the Auditor General Act 2006.

BRM means Bushfire Risk Management

BRMC means Bushfire Risk Mitigation Coordinator

BRMS means Bushfire Risk Management System

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Grant Funds means the amount or amounts specified in item 6 of Schedule 1.

Grantee refers to the 1st Organisation in this Agreement.

Organisation means either the 1st, 2nd, 3rd and 4th Organisation or all as the context requires.

Party means each of the Grantor or the 1st, 2nd, 3rd and 4th Organisation as the context requires and **Parties** means all of them.

Program means the initiative or activities to be undertaken with the Grant Fund specified in item 2 of Schedule 1.

2. PAYMENT OF GRANT FUNDS

Subject to the terms and conditions of this Agreement, the Grantor will pay to the Grantee, on behalf of the Organisation, the Grant Funds in accordance with the payment schedule specified in item 6 of Schedule 1.

3 OBLIGATIONS OF ORGANISATION

3.1 Use of Grant Payment

The Organisation will use the Grant Funds solely for the Approved Purpose.

3.2 No Changes

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

3.3 No Endorsement

The Organisation agree that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Organisation.

3.4 Request for Information

The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the program within ten (10) business days of receiving such a request from the Grantor.

3.6 Accounts and Reporting

- (a) The Organisation is to comply with Reporting Requirements as specified in Schedule 2 and such additional information as requested by the Grantor.
- (b) The Organisation is to keep proper financial records, including invoices and receipts, in accordance with generally accepted accounting principles and practices.
- (c) All reporting of financial information is to be certified by the Chairperson, CEO or equivalent of the Organisation.

3.7 Special Conditions of Grant

The Organisation agrees to comply with the special conditions (if any) specified in item 4 of Schedule 1.

3.8 General Undertaking of Organisation

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence, which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property directly related to the Approved Purpose for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

4. REPAYMENT AND RETENTION OF GRANT FUNDS

The Grantee, on behalf of the Organisation, must repay the Grantor any funds that the Grantor has paid which are not used in accordance with this

Agreement unless there has been written agreement otherwise between the parties. The Grantee must promptly repay the Grantor all unspent Grant Funds associated with this Agreement.

5. LIMITATION OF LIABILITY

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

7. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) may be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 5 of Schedule 1; or
 - (ii) sent by email to the email address of the Party receiving the notice as set out in item 5 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of email, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

8. DEFAULT AND TERMINATION

8.1 Event of Default by the Organisation

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act 2001 (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

8.2 Effect of Event of Default

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) recall all unspent Grant Funds, relating to the salaries, in accordance with Annex A.

8.3 Termination

The Agreement may be terminated by mutual consent and agreement by all parties.

8.4 Recommencement of Grant Payment

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default as per clause 8.2(b) and 8.2(c). If the Agreement is terminated under clause 8.2(a) it is considered terminated and recommencement cannot occur.

8.5 Acquittal

Acquittal of each financial year's Grant Funds is required at the end of the respective financial year in accordance with Schedule 2. This arrangement will be in place for the entire Agreement period. Where applicable, payment of the Grant Funds is dependent on the successful acquittal of the previous year's grant. Acquittal of the final financial year's Grant Fund will signal termination by performance of the Agreement.

9. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 9:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and

- (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
 - (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
 - (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
 - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the program and the Organisation will not issue tax invoice in respect of that supply;
 - (ii) the Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
 - (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term; and
 - (iv) the Grantor will indemnify and keep indemnified the Grantee for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the program for which the Grantor issues a RCTI under this Agreement.

10. RELATIONSHIP

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

11. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.
- (b) A waiver by either party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

13. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing and duly executed by all parties.

14. DISPUTE RESOLUTION

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

Executed by the Parties hereto:

For and on behalf of the Grantor:

Signature of Authorised Person

Dated _____

Darren Klemm AFSM

Print full name of Authorised Person

Fire and Emergency Services Commissioner

Position of Authorised Person

For and on behalf of the 1st Organisation:

Signature of Authorised Person

Dated _____

Print full name of Authorised Person

Position of Authorised Person

For and on behalf of the 2nd Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 3rd Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

For and on behalf of the 4th Organisation:

Signature of Authorised Person

Print full name of Authorised Person

Dated _____

Position of Authorised Person

SCHEDULE 1

DEFINITION OF PROGRAM OR SERVICE TO BE FUNDED

1. **Approved Purpose of Grant**

The Approved Purpose of the Grant is to enable the Organisation to pay the salary of the BRMC, as described in Annex A, to work with stakeholders and plan, complete and evaluate BRM activities. The Grant Funds can only be used to pay the salary component of the recommended BRMC budget (Annex A). All local governments parties to this Agreement agree to cover the residual salary amount and all other recommended costs such as allowances and non-salary items as per Annex A.

2. **Program Definition and/or Anticipated Activities**

The BRM program is the identification and classification of bushfire risk within the participating local government(s) respective areas. The program involves the development and implementation of a treatment plan in respect of the identified risk(s), through the utilisation of shared resources and the cooperation between local governments, State Agencies, private owners and/or occupiers of land.

BRM Plans document the bushfire related risk to assets of the communities and outline treatments to mitigate these risks. The BRMC, through the coordination of local government mitigation activities, performs a vital role in managing bushfire risk within local communities. The BRMC is responsible for ensuring local government mitigation programs are effectively developed, implemented and evaluated

a) Responsibilities of the Organisation

- i) The Organisation, through the BRMC, will prepare and submit the reports as specified in Annex B to DFES' BRM Branch.
- ii) The Organisation agrees that the BRMC position will be employed under and administered by the Grantee, for the period covered by this Agreement.
- iii) The Organisation must cooperate fully with Grantor in respect of the administration of this Agreement.
- iv) The Organisation must properly provide for the care, safety, security and protection of all records as defined herein, (whether created by Grantor, the Organisation or any other person) that are in their custody or control.
- v) Unless the Grantor agrees otherwise in writing, the Organisation must provide everything necessary to enable it to fully comply with all its obligations under this Agreement.
- vi) The Organisation must take out and maintain insurance in relation to all insurable liabilities of the Organisation under this Agreement, as specified in Schedule 1 of this Agreement.
- vii) The Organisation agrees to use local or regional human resources, products and services for the BRM program wherever possible.

- viii) The Organisation must obtain oversight of the BRMC's daily activities to ensure they work within the terms of this Agreement and achieve the program's objectives, as per the induction package, in a timely manner.
- ix) The Organisation must nominate a suitable employee to manage the BRMC's obligations, as identified in this Agreement, and must provide their contact details to the Grantor.
- x) It is recommended the Organisation provide the equipment, as set out in Annex A, to the BRMC.
- xi) The Grantee agrees to procure and maintain Workers Compensation Insurance or comparable Personal Accident Insurance for the position of the BRMC.

b) Responsibilities of the Grantor

- i) The Grantor will provide strategic assistance and advice to the Organisation concerning the implementation of their BRM Plan.
- ii) The Grantor will provide templates, guidelines and the procedures (where available) necessary for the Organisation to implement their BRM Plan.
- iii) The Grantor will provide technical expert advice and support through the Bushfire Risk Management Officer assigned to the Region or where not allocated through the Bushfire Risk Management Branch.
- iv) The Grantor will provide training to the BRMC in the BRM process and the use of the BRMS.
- v) The Grantor will inform the Organisation of any updates or changes to the BRM process or BRMS.
- vi) The Grantor will provide BRMS Information Technology support to the Organisation.
- vii) The Grantor will ensure that the licence for the use of BRMS remains in force, at its own cost, for the duration of the grant period.
- viii) The Grantor will provide the Organisation with the required template to complete the acquittal of the Grant Funds.

c) Appointment of the BRMC

The following conditions must be adhered to during the appointment of the BRMC:

- i) The selection process for the position of the BRMC will be managed by the Grantee in consultation with all parties to this Agreement.
- ii) The Grantor will be entitled to nominate at least one representative to the selection panel if a panel is required.
- iii) The BRMC will undertake the role as per the agreed Job Description Form (JDF) as set out at Annex G.

- iv) The BRMC will be an employee of the Grantee and will be employed under the relevant Local Government Industry Award or a contract arrangement for the duration of the grant period unless a variation is sought.
- v) Although the Grantee will host the BRMC, the BRMC's time (Annex E) and equipment will be shared between the Organisations in this Agreement, where applicable, to ensure the success of the BRM program for all participants.

d) Training

- i) The Grantor will provide the BRMC with the necessary BRM and BRMS training, through self-paced and/or workplace delivery strategies.
- ii) The Grantor will coordinate the BRMC induction process.
- iii) The Organisation will direct the BRMC to adhere to the conditions, processes and procedures contained within the induction package.

3. Agreement Term

This Agreement is effective from 01 July 2022 to 30 June 2025, as outlined in item 4 Schedule 1.

Unless terminated earlier, this Agreement will be considered fully performed and terminated at the time of Acquittal of the final year's Grant Fund.

4. Special Conditions of Grant

The Period of the Agreement for the Organisation will be 36 months from 01 July 2022 – 30 June 2025. All Organisation parties to the Agreement, and sharing the services of the BRMC, will abide by the terms of the Agreement. The Agreement will be reviewed by the Grantor and Organisation on an annual basis.

a) Use of BRMS

- i) A BRMS account will be established by the Grantor following successful completion of the identified training by the BRMC.
- ii) All BRMS technical queries will be made to the Grantor through the BRMS Administrator.
- iii) Parties acknowledge that the performance of BRMS is dependent on the internet speeds of each Organisation.

b) BRMS and BRM Material

- i) The BRMS logo and all BRM program materials including Induction Manual, Guidelines, Handbook, training manuals and brochures will be provided by the Grantor to the Organisation royalty-free to be used only as set out in this Agreement.

- ii) The Grantor's ownership of the intellectual property rights in the materials must be acknowledged whenever the materials are published, copied or circulated.
- iii) The Organisation will provide the Grantor with public recognition on all literature and promotional material for the BRM program, in the format approved by the Grantor.
- iv) The Organisation may not amend the BRM program material in any way, unless approved by the Grantor in writing.
- v) Should the Grantor amend BRM material in any way then the Organisation are obliged to ensure they publish and/or circulate the most recent version.
- vi) The BRM program material may not be used by the Organisation for commercial gain.

c) Unavailability of BRMC

Where the appointed BRMC is unavailable at any time during the Agreement Term, the Grantee will promptly advise the Grantor and propose a substitute. Any substitute must be approved by the Grantor. The Grantor may not unreasonably withhold its approval of a substitute, but it may give its approval subject to such conditions, as it reasonably considers necessary to protect its interests under this Agreement.

d) Intellectual Property Rights

- i) The Intellectual Property Rights in BRMS is owned by Amristar Solutions Pty Ltd. The Organisation acknowledges that the use of BRMS is subject to a licence agreement between the owners of the Intellectual Property Rights and the Grantor.
- ii) Upon expiry of the BRMS licence agreement, the Organisation shall no longer make use of BRMS unless with written permission of the owner of the Intellectual Property Rights and the Grantor.
- iii) The obligations of the Organisation under this clause are continuing obligations and survive expiration or termination of this Agreement.
- iv) The Organisation further acknowledge that the Intellectual Property Rights in the data supplied to them for the purposes of mapping are owned by the entities that provide these layers to the Organisation and the terms of any agreement that the data provider may require must be adhered to. In addition, the Confidentiality provisions of this Agreement will apply to the data.
- v) Relevant information and images contained in the BRM Planning Guidelines and templates are published in accordance with the SAI Global licencing agreement. The agreement does not extend to additional documents outside of specified material.

e) Confidentiality

- i) The Grantor may publicly disclose the identity of the Grantee, the value of this Agreement and a description of the BRM program.
- ii) The Organisation acknowledges that this Agreement, and information held or compiled by the Grantor or the State of Western Australia in relation to this Agreement, is subject to the *Freedom of Information Act 1992*.
- iii) In addition to the general definition of Confidential Information the following information is specified as confidential: all information and documentation provided by external parties for use in the BRMS that relates to critical infrastructure and/or threatened environmental areas and/or culturally sensitive areas and/or is specified by the external party as confidential.
- iv) The Organisation must keep all Confidential Information confidential. The Organisation must not use or disclose the Confidential Information to any person except:
 - 1) where necessary for the purpose of performing tasks within the BRM program; or
 - 2) as authorised in writing by the Grantor or the external party, as the case may be; or
 - 3) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause by the Organisation); or
 - 4) as required by any law, judicial or parliamentary body or governmental agency; or
 - 5) when required (and only to the extent required) to the Organisation professional advisers, and the Organisation must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Organisation under this clause.
- v) Except to the extent that the Organisation are required by law to retain any records, the Organisation must return all records containing Confidential Information immediately at the expiration or termination of this Agreement.

f) Data Security

The Organisation must:

- i) prohibit and prevent any officer, employee, contractor or agent of the Organisation who does not have the appropriate level of security clearance from gaining access to BRMS or the Confidential Information and without limiting this requirement, use reasonable endeavours to prevent any unauthorised person from gaining access to BRMS or the Confidential Information; and
- ii) notify the Grantor immediately, and comply with all directions of the Grantor, if an Organisation becomes aware of any contravention of data security requirements.