Infrastructure SA

Assurance   
Reviewer   
Management   
Framework

Date: November 2021

Version: 1.0 FINAL

**infrastructure.sa.gov.au**

About this Framework

Project assurance is a function of Infrastructure SA (ISA) under its governing Act, the *Infrastructure SA Act 2018*.

ISA has an *Assurance Framework* (ISAAF) which outlines the gateway reviews, health checks and deep dives on government infrastructure projects in excess of $50m or considered high risk. The *ISA Gateway Overview Guide* sets out the roles, responsibilities, process and code of conduct for participating in an ISA assurance review.

Project assurance is process that provides an independent, expert and objective review of the current and potential future performance of high value, high risk government projects on behalf of the investor (South Australian Government).

ISA maintains a database of suitably qualified and experienced individuals who are independent, external service providers operating as sole traders, partnerships or incorporated companies available to be part of a review team, either as a Review Team Member (RTM) or Review Team Leader (RTL).

Review teams are formed based on their independence to the project and the unique set of skills, knowledge and experience required to undertake each particular review.

This Framework sets out ISA’s approach for managing its assurance reviewers.

Document Control and Approval

ISA Document #: ISAF-3

Document Date: November 2021

Date for Next Review: November 2022

Current Version: V1.0 FINAL

Copyright notice

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*Links to reference documents:*

| Document | Location |
| --- | --- |
| ISAAF | [infrastructure.sa.gov.au](http://www.infrastructure.sa.gov.au/) |
| ISA Assurance Review Guide | [infrastructure.sa.gov.au](http://www.infrastructure.sa.gov.au/) |

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Background and purpose

Infrastructure SA (ISA) has been established under the *Infrastructure SA Act 2018* (Act) to improve infrastructure planning, prioritisation, operation and implementation. The Act creates a requirement for ISA to:

* review and evaluate proposals for major infrastructure projects by public sector agencies
* assess the risks involved in planning, funding, delivering and managing infrastructure, and the management of those risks, and
* monitor the delivery of major infrastructure projects and other infrastructure projects identified in strategies, statements or plans adopted by the Minister (Premier) and any other infrastructure project at the request of the Minister.

To fulfil these roles, ISA has developed the *Infrastructure SA Assurance Framework* (ISAAF) which sets out the requirement to undertake assurance reviews on major infrastructure projects and Programs. The ISAAF outlines the benefits, approach, application and tools to aid this function.

The ISAAF sets out definitions and guidance for:

* Project Confidence Assessments
* assurance review types
* assurance review key focus areas
* assurance review recommendations
* Recommendation Action Plans (RAPs), and
* recommendation themes.

Assurance reviews are undertaken by independent experts at key points in a project/program’s lifecycle to deliver a level of confidence and a clear set of recommendations to improve its management and delivery. Assurance reviews do not represent a government decision in relation to funding, planning, approvals or policy. Assurance reviews do not make an enforceable recommendation to halt a project.

To support the ISAAF, an *Assurance Review Guide* was developed to provide guidance to project teams, assurance reviewers and broader stakeholders on the following:

* Roles and responsibilities
* Code of Conduct for assurance reviews
* Preparing for an assurance review
* Preparing for a planning meeting
* Stakeholder interviews, and
* Review reports.

Copies of the *ISAAF* and *ISA Assurance Review Guide* can be accessed via the [Infrastructure SA website](http://www.infrastructure.sa.gov.au/).

Establishment of the Assurance Reviewer Pre-Qualified List (‘ARQL’)

In 2020, ISA undertook a public tender process seeking registrations of interest for inclusion on a pre-qualified list. This process resulted in the formation of a list of qualified and experienced individuals who are independent service providers, operating as individuals, sole traders, partnerships or incorporated companies. The list is then used to source individuals who have the relevant skills, knowledge and experience relevant to the particular project to be part of an assurance review team, either as a Review Team Member (RTM) or Review Team Leader (RTL). The selection and evaluation process is described further in **Section 4**.

This Framework outlines the steps for new reviewers to register their interest with ISA and the processes, terms, conditions and expectations for existing and future reviewers once accepted on to the ARQL.

ISA assurance reviewer requirements

ISA engages specialists to provide professional services on behalf of ISA in conducting assurance reviews on major projects and programs. They demonstrate a high level of relevant skills and experience in one or more of the following areas:

* Business case development
* Project management
* Business analysis
* Procurement
* Delivery
* Operations
* Financial and economic analysis
* Cost planning and management
* Health planning
* Law
* Transport planning
* Stakeholder management
* Change management.

ISA assurance reviewers are required to be:

* individuals who have expertise in a particular discipline or demonstrate a diverse set of skills, knowledge and experience
* specifically trained in assurance reviews or have sufficient experience
* independent of the project and/or government department (i.e. no conflict of interest)
* acting as individuals (not part of a larger corporation) and lawfully able to work in Australia and submit an ATO compliant tax invoice
* available to conduct a whole review in a timely manner, and
* able to maintain strict confidentiality.

Assurance reviewers are bound by the Code of Conduct set out in the *ISA Assurance Review Guide* and under no circumstances are they to offer additional services to the project team or use knowledge from the review for the benefit of themselves, their organisation or partners, before, during or after the review. Any reviewer who is currently providing (or anticipates providing services in the future) to a project team should exclude themselves from participating in an ISA assurance review for that project.

Acceptance on to the ARQL as a reviewer does not guarantee engagement by ISA. For each assurance review the list will be used to source the most suitable assurance reviewers for each team based on the review type, project stage, industry sector and project type, value-for-money, location of reviewer and engagement on previous reviews. Specialist skills or knowledge may be required relevant to the project under review.

In assessing individual reviewers, the evaluation team will consider significant price and non-price factors including, but not limited to:

* contribution to government priorities
* efficiency and effectiveness
* environmental and sustainability issues
* financial and operational soundness
* fitness for purpose
* flexibility
* quality
* risk/opportunity
* service, support and warranty
* timeliness, and
* whole of life costs.

See **Assurance review team selection** section for further details on this process.

ISA reserves the right to engage with other government infrastructure and assurance bodies and South Australian Government agencies, without liability, to share selected reviewers’ contact details and CVs, as well as seek guidance on reviewer suitability and performance.

Maintaining the ARQL

New reviewers

Registration of interest from potential public and private sector reviewers will be considered at any time.

To be considered as an ISA assurance reviewer, an application form (available on request or via the ISA website) must be completed and returned to [ISAAssurance@sa.gov.au](mailto:ISAAssurance@sa.gov.au) for assessment. An applicant must provide details including experience across various sectors, functions and project phases, formal qualifications, assurance reviewer training and review experience. Formal assurance review training is highly desirable.

Applicants must also complete a declaration in relation to unlawful collusion as part of their registration. A conflict of interest and confidentiality declaration will be required to be completed prior to each engagement.

Applicants will be required to conduct a self-assessment against the above ranging from ‘No Experience’ to ‘Expert’. As a guide, the following are examples of ratings:

|  |  |
| --- | --- |
| **No experience** | No direct or reviewer experience in the sector or functional area. |
| **Some experience** | Limited experience as reviewer or practitioner. |
| **Moderate experience** | Demonstrated experience as both a reviewer and practitioner. |
| **High Level** | Relevant experience or less seniority within sector (for sector). Appropriate experience and/or qualifications (functional). Less than 20 assurance reviews for other assurance bodies and formal reviewer training (review experience). |
| **Expert** | Significant experience at a senior level (for sector) and/or significant experience (functional). Over 20 assurance reviews for other assurance bodies (review experience). |

A current CV setting out relevant skills and experience is required to support the self-assessment. The CV should include all relevant qualifications, career background including professional experience, level of seniority and scale of projects worked on. The CV should include relevant assurance review experience, including the type of projects, gates and number of reviews per jurisdiction engaged in, and in what capacity (e.g. RTL/RTM).

ISA reserves the right to validate reviewer claims on CVs and submissions with referees and other stakeholders including other assurance bodies before accepting the self-assessment rating.

A pen portrait (250 words) that provides a brief career history overview, together with a photo, must also be provided. This will be shared with project teams and other stakeholders upon selection.

Rates

Reviewers are asked to provide daily rates (capped at 8-hour days) and hourly rates. Whilst there is currently no upper ceiling rate for reviewers (as in other jurisdictions), value for money is a consideration when selecting review team members.

ISA will allocate the number of days that should be sufficient for each review. Engagement is capped for the number of days specified on the purchase order. Claims in excess of the value of the purchase order will only be considered under exceptional circumstances.

Maintaining the ARQL

From time-to-time ISA will ask existing reviewers to update their personal and professional details and review their rates.

ISA retains the right to adjust the self-rated level where a reviewer has not supplied or demonstrated sufficient evidence in support of the rating.

Removal from the ARQL

ISA may remove a reviewer from the ARQL following consistent poor performance ratings. A reviewer may request to be removed from the list at any time.

Assurance review team selection

Selection of an appropriately skilled and experienced assurance review team is critical to the success and effectiveness of assurance reviews, ensuring the State’s investment in capital projects is maximised and the program or project benefits from the assurance reviewers’ expertise.

The assurance review team, generally consisting of or 3–4 assurance reviewers, is selected by ISA. For each review one member is engaged as Review Team Leader (RTL) and two or three are Review Team Members (RTMs). A purchase order will be issued to each selected reviewer for the specific assurance review engagement.

The selection and evaluation process for each review team procurement is guided by three key principles:

* Obtaining value in the expenditure of public money
* Providing for ethical and fair treatment of participants
* Ensuring probity, accountability and transparency in procurement operations.

In selecting potential members of a review team, ISA will consider the following factors in the context of the scope and stage of the program/project at hand:

* Skills and experience
* Appropriate level of security clearance
* Value-for-money
* South Australian residency
* Review team diversity
* Knowledge of SA Government processes
* Familiarity with SA Government infrastructure delivery processes
* Ability to quickly establish effective working relationships in a small team environment
* Compliance with the ISAAF, *ISA Assurance Review Guide* and other guidance material provided
* Agreement with the Terms and Conditions on a purchase order including a Statement of Expectations, Code of Conduct and a Conflict of Interest and Confidentiality Declaration.

An evaluation team is formed for each procurement and reviewers identified as meeting the required criteria for the particular review are independently assessed by each evaluation team member before a recommendation is made on the final review team selection. The recommendation is then submitted for approval by the appropriate financial delegate. This process meets the ethical and probity requirements for public sector procurement.

Once identified for possible engagement in a review team, the reviewer will be contacted by ISA to determine their availability. ISA is under no obligation to appoint a reviewer even if there have been discussions to clarify skills and availability.

Public sector reviewers

ISA values reviewers employed in the public sector. ISA expects that any public sector employed reviewer will continue to be paid their salary by the current employer but will be released to ISA for the duration of the review.

ISA will pay the direct reimbursable costs for public sector employed reviewers outlined in the **Reimbursable items** section below and arrange and pay any required accommodation. Public sector employed reviewers will need to register as Individuals. ISA will assist to organise the required releases through the reviewer’s employer.

Contract management

If a reviewer is contracted for a review, they must be registered on the SA State Government Shared Services Vendor Platform. Details will be advised at the first engagement.

Engagement for each review will be via a separate purchase order issued which will include standard terms and conditions for face-to-face or virtual reviews (example Annexure A) and a Conflict of Interest and Confidentiality Declaration (example Annexure B). Please note these documents may be updated from time to time and assurance reviewers should review the documents provided at the time of engagement.

It is expected that most reviews will take between 5–7 days. Engagement is generally for a maximum of three Adelaide-based days and up to five non-location days. Reviewers may be asked to provide a timesheet when submitting their final tax invoice. Engagement is capped to the number of days provided on the purchase order (except under exceptional circumstances).

Reviewers will be expected to provide one final tax invoice at the conclusion of each review and provide tax invoices/tax receipts for any reimbursable items. Invoices should be sent to [ISAFinance@sa.gov.au](mailto:ISAFinance@sa.gov.au) at the conclusion of each review.

Reimbursable items

Where reviews are conducted face-to-face, ISA will arrange all accommodation for reviewers expected to travel to Greater Metropolitan Adelaide from regional South Australia, interstate or internationally.

Planning meeting

The planning meeting will be fly-in, fly-out or conducted virtually (currently using Microsoft Teams).

Interview days and report writing

Reviewers will be expected to arrange their own flights, transfers, meals and incidentals which will be reimbursed (within the guidelines below) by ISA. Note: any items purchased using airline reward (or other ‘points’) schemes **will not** be reimbursed. Reviewers can use points for upgrades, but only the portion purchased can be claimed. All claims must be validated with a copy of the tax invoice or tax receipt for the claim.

The following will also apply to those interstate and regional South Australian RTMs and RTLs:

**Airfares:**

* The best available flexible economy class fare must be booked at the time required to depart or arrive in order to reasonably meet business commitments.
* Travel insurance, excess baggage (unless for the purposes of delivering the services) and departure taxes will **not** be reimbursed.
* ISA encourages reviewers to pay the standard carbon offsets offered by airlines on their fares and will reimburse these costs.

**Incidentals**

* Meals for interstate and regional South Australian RTMs and RTLs whilst in Adelaide shall be reimbursed at the *per diem* of $100 per day (incl. GST). Lunches are provided by ISA on interview days.
* Alcohol expenses will **not** be reimbursed.
* Inflight catering/meals/entertainment for airlines or airline lounges will not be paid as these costs are deemed to be part of the *per diem* above.
* Other incidentals such as airport transfers will be reimbursed where directly related to performing assurance services and are considered to be reasonable in the opinion of ISA.

Reviewer performance

At the conclusion of each assurance review, a feedback survey of the assurance reviewer’s performance will be undertaken by:

* other review team members, and
* the project team and selected interviewees.

It is a condition of engagement that payment will not be approved until the review team member has completed their post-review survey.

A rating of 1 (very poor) to 10 (very good) shall be assigned to the assurance reviewer based on the above feedback survey and ISA assurance team feedback. This rating will be used for the ongoing selection of RTLs and RTMs for future assurance reviews.

For an assurance reviewer to remain on the ARQL, they must meet performance requirements outlined in the Code of Conduct set out in the *ISA Assurance Guide*. Consistent poor results will result in the reviewer being removed from the ARQL.

Review location and process

Reviews will generally be undertaken at ISA’s Adelaide office, other State Government agency offices within the Adelaide Metropolitan Area, or as a virtual review. ISA currently uses Microsoft Teams but reserves the right to change the online platform in the future.

Refer to the *ISA Assurance Review Guide* for assurance review protocols.

Conflict of Interest and Confidentiality Declaration

All assurance reviews undertaken by reviewers on behalf of ISA will be required to sign a Conflict of Interest and Confidentiality Declaration (example **Annexure B**) prior to being provided any project information, gaining access to the online data room and commencing the review.

Any reviewer (or their organisation) who is currently (or was previously) engaged to undertake work on behalf of the project must declare this as a possible conflict of interest.

Any documents provided during the review must be returned to ISA or destroyed at the conclusion of the review. Access to information is confidential and must not be shared or divulged to any person before, during or after the review.

It is a requirement that reviewers engaged to perform an assurance review will not accept any benefit from the project team for a minimum period of 12 months from the date of the review. Reviewers who are approached within this time may seek approval from ISA prior to accepting any engagement.

Glossary

Assurance reviewer Expert engaged to conduct Assurance Reviews, Health Checks and Deep Dive Reviews on

an as-required basis.

RTM Review team member

RTL Review team leader

ISA Infrastructure SA

ISAAF Infrastructure SA Assurance Framework

Guidance material Documentation to guide reviewers, agencies and interviewees in ISA Assurance activities

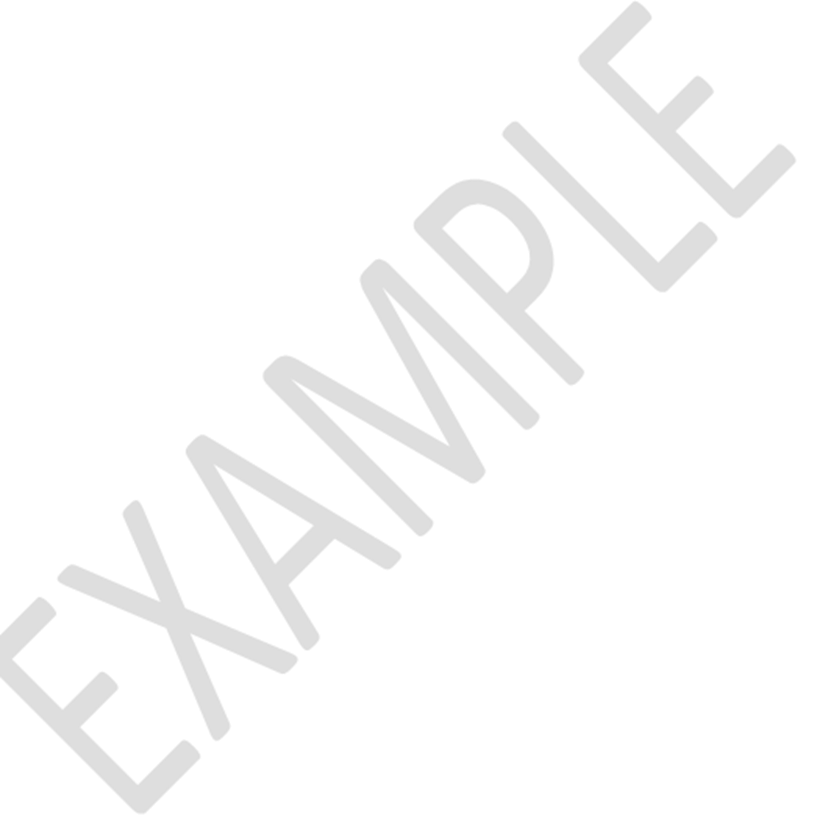
SRO Senior Responsible Officer

Contact

ISA Assurance [ISAassurance@sa.gov.au](mailto:ISAassurance@sa.gov.au)

Website: [infrastructure.sa.gov.au](http://www.infrastructure.sa.gov.au/)

Address: Level 15, Wakefield House  
30 Wakefield Street  
Adelaide SA 5000

ANNEXURE A:   
Standard Purchase Order Terms and Conditions, including Agency Specific Terms (Example)

Standard Purchase Order Terms & Conditions

**1. SUPPLY OF GOODS (IF APPLICABLE)**

1.1 If Goods are being supplied under this Purchase Order then the Supplier must:

(a) ensure that the delivery notes clearly show the Purchaser’s purchase order number;

(b) supply unencumbered Goods in the quantity and of the quality set out in the Purchase Order;

(c) deliver the Goods to the delivery point on or before the delivery date;

(d) comply with the Purchaser’s reasonable directions and delivery instructions;

(e) provide material safety data sheets if dangerous goods or hazardous substances are being delivered;

(f) provide test evidence for the Goods if required; and

(g) if indicated in the Purchase Order, install the Goods on or before the installation date.

1.2 If the Supplier cannot comply with any of its obligations under clause 1.1, the Supplier must notify the Purchaser in writing immediately.

1.3 The Purchaser may inspect the Goods to determine whether to accept the Goods.

1.4 Subject to clause 1.5, the Goods are deemed to be accepted unless the Purchaser notifies the Supplier within 7 days that it:

(a) does not accept the Goods; and

(b) the reason for not accepting the Goods.

1.5 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause1.6.

1.6 If a Good is defective then, from delivery up until the end of the Warranty Period at the Purchaser’s election:

(a) the Supplier must replace (or repair if agreed by the Purchaser) the defective Good within 7 days (or such other time as is agreed); or

(b) the Supplier must refund the Price paid for the Good.

1.7 The Supplier bears the risk in the Goods until delivery.

1.8 Title in the Goods will pass to the Purchaser upon the Purchaser’s acceptance of the Goods.

**2. SUPPLY OF SERVICES (IF APPLICABLE)**

2.1 If Services are being supplied under this Purchase Order then the Supplier must provide the Services in accordance with the Purchase Order.

2.2 If reports, data or other materials are to be delivered in the performance of the Services, the rights and title (including copyright) vests in the Purchaser on their acceptance by the Purchaser.

2.3 The Supplier may only subcontract the Services with the express written approval of the Purchaser.

2.4 If in the Purchaser’s reasonable opinion the Supplier has failed to satisfactorily perform the Services the Purchaser may elect to:

(a) have the Supplier provide replacement Services within such reasonable time as the Principal may determine; or

(b) terminate the Purchase Order under clause 7.

**3. SUPPLIER’S WARRANTIES**

3.1 If Goods are being supplied under this Purchase Order then the Supplier warrants that it has good and unencumbered title to the Goods and that the Goods:

(a) conform to with any description applied and any sample provided by the Supplier;

(b) are new (unless otherwise specified);

(c) are free from defects in materials, manufacture, workmanship and installation;

(d) conform to any applicable Australian Standards or other standards nominated in the Purchase Order;

(e) are of merchantable quality;

(f) are installed correctly (if the Supplier is responsible for installation);

(g) are fit for their intended purpose; and

(h) are manufactured and supplied without infringing any person’s intellectual property rights.

3.2 The Supplier must ensure that the Purchaser receives the full benefit of any manufacturer’s warranties in respect of the Goods.

3.3 If Services are being supplied pursuant to this Purchase Order then the Supplier warrants that the Services will:

(a) comply with the description of the Services in the Purchase Order;

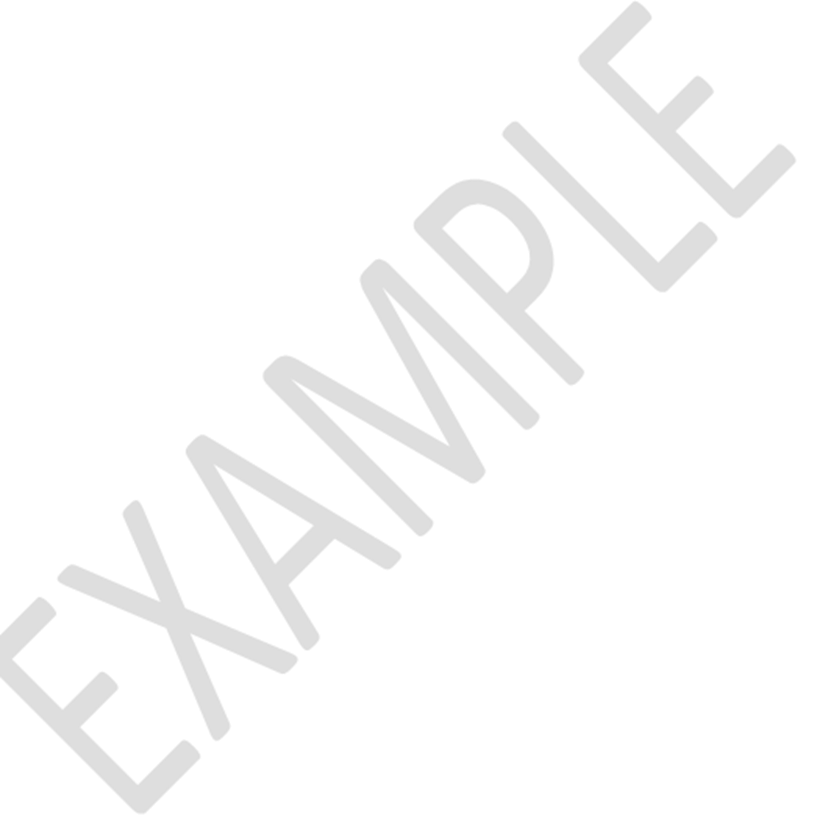
(b) be provided with due care and skill;

(c) be provided in a timely and efficient manner;

(d) be provided in accordance with the best practices current in the Supplier’s industry

(e) be supplied without infringing any person’s intellectual property rights;

(f) be performed by the Supplier and/or the Supplier’s Personnel; and

(g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

**4. PRICE AND PAYMENT**

4.1 The Price stated on the Purchase Order:

(a) is firm and includes containers, packaging and all costs and charges to the point of delivery unless otherwise stated; and

(b) is inclusive of GST.

4.2 The Purchaser is not obliged to pay for the goods and/ or services unless the Supplier has provided a Tax Invoice in respect of that payment.

4.3 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Purchase Order.

**5. LIABILITY LIMIT**

5.1 The Supplier’s liability to the Purchaser under the Purchase Order is limited to an amount equal to the value of the goods and/or services purchased under this Purchase Order.

**6. CONFIDENTIAL INFORMATION**

6.1 The Supplier must keep the Purchaser’s information confidential and only use or disclose the confidential information to the extent necessary for the purpose of this Purchase Order.

6.2 This clause survives termination of the Purchase Order.

**7. TERMINATION**

7.1 The Purchaser may terminate this Purchase Order immediately upon giving notice in writing to the Supplier if:

(a) the Supplier is in breach of this Purchase Order and has not rectified such breach within 14 days of the Purchaser giving notice in writing to the Supplier requiring the rectification of such breach; and

(b) the Supplier suffers or, in the reasonable opinion of the Purchaser, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

7.2 The Supplier may terminate this Purchase Order immediately upon giving written notice to the Purchaser if the Purchaser is in breach of this Purchase Order and has not rectified such breach within 14 days of the Supplier giving written notice to the Purchaser requiring the rectification of such breach.

7.3 Any termination of this Purchase Order by either Party does not affect any accrued right of either Party.

**8. GENERAL**

8.1 The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Purchase Order.

8.2 This Purchase Order is governed by the laws in the State of South Australia and the courts of the State of South Australia have exclusive jurisdiction in connection with this Purchase Order.

8.3 Subject to clause 8.4 these Terms and Conditions constitutes the entire agreement in respect of the matters dealt with in this Purchase Order and supersedes all prior agreements, understanding and negotiations.

8.4 If this Purchase Order is issued under a formal contract (eg standing offer), then the terms of that contract take priority over these terms and conditions.

**9. ACTING ETHICALLY**

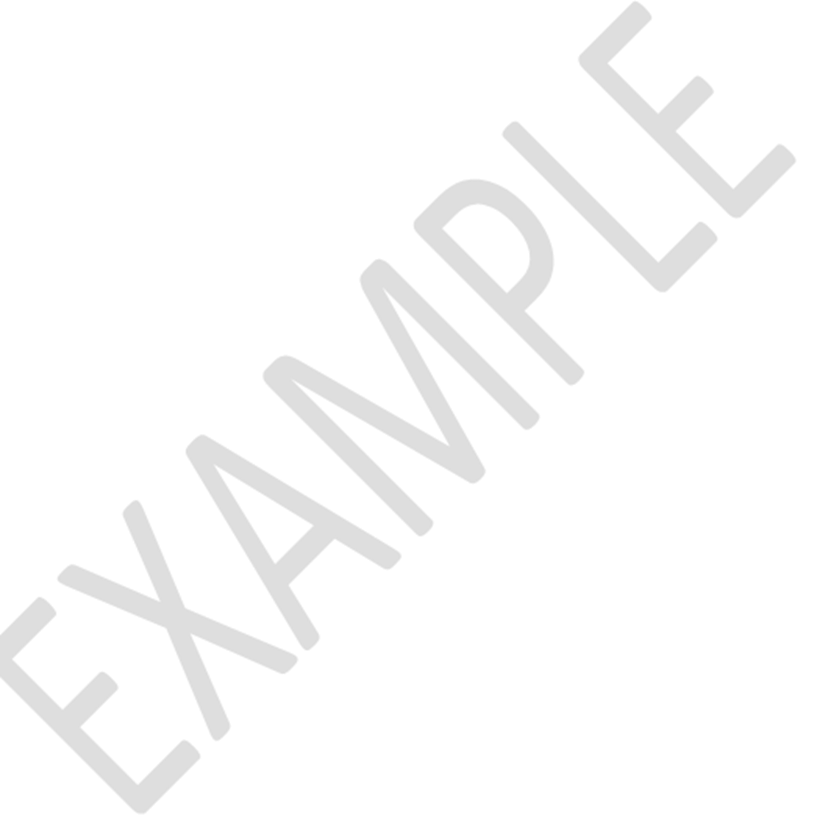
The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Purchaser’s officers, employees or agents or any public sector employee (as defined in the Public Sector Act 2009) to behave unethically, to prefer private interests over the Purchaser’s interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

**10. AGENCY SPECIFIC CONDITIONS**

Any agency specific conditions that are attached to this Purchase Order form part of this Purchase Order.

Agency Specific Conditions

**Administration & Invoicing:**

* These Agency Specific Conditions only relate to Assurance Review services undertaken by the Supplier.
* The Supplier must be registered as a Vendor with ISA through State Government Shared Services prior to a Tax Invoice being submitted. A Vendor Creation Form is available upon request.
* A Conflict of Interest and Confidentiality Declaration Form is required to be executed prior to the Assurance Review (attached).
* The Supplier must complete a Post-Review Survey as a condition precedent to payment of a Tax Invoice relating to this Review.
* The Supplier will provide one and final Tax Invoice with completed Reviewer Timesheet at the conclusion of each Review.
* Where Assurance Review work partially occurs over several days then the Supplier shall aggregate the hours up to multiples of 8.0 hours (1 day) and charge the daily quoted rate per day.
* Suppliers are expected to arrange their own meals and incidentals.

**Assurance Reviews**

* Engagement for the review is to a **maximum** of six (6) days for RTL and a **maximum** of five (5) days for RTM. It is expected that most reviews will take between 5 and 6 days.
* The Supplier is to use the Guidance Documentation, templates and resources supplied by ISA.
* The Supplier must maintain his/her independence from the project. Under no circumstances is the Supplier to offer additional services to the project team or use their knowledge from the Review for the benefit of themselves, their organisations or partners, before, during or after the Review.
* The Gateway Review Report is confidential and supplied only to the ISA Review Manager. The Supplier must not retain copies of the Review Report or any other documentation relating to the Review.
* At the beginning of each interview, The Supplier is to provide a one-minute introduction on their background and core expertise relevant to the Review.
* When asking questions, the Supplier should be mindful of their tone and language. Questions and discussion should always be constructive and focused on improving project outcomes, not highlighting mistakes.
* The Supplier must contribute constructively to the Review Report and provide commentary and recommendations to a high standard.
* The Supplier is not to provide personal anecdotes or spend significant time speaking on their past experiences during interviews.

**Glossary**

AD ISA Assurance Director

AM ISA Assurance Manager

AO ISA Assurance Officer

Assurance Review Gateway Reviews, Health Checks, Deep Dives and Critical Friend Reviews as defined in the Guidance documentation

Assurance Reviewer Expert engaged by ISA to conduct Assurance Reviews, on an as-required basis

RTM Review Team Member (includes RTL)

RTL Review Team Leader

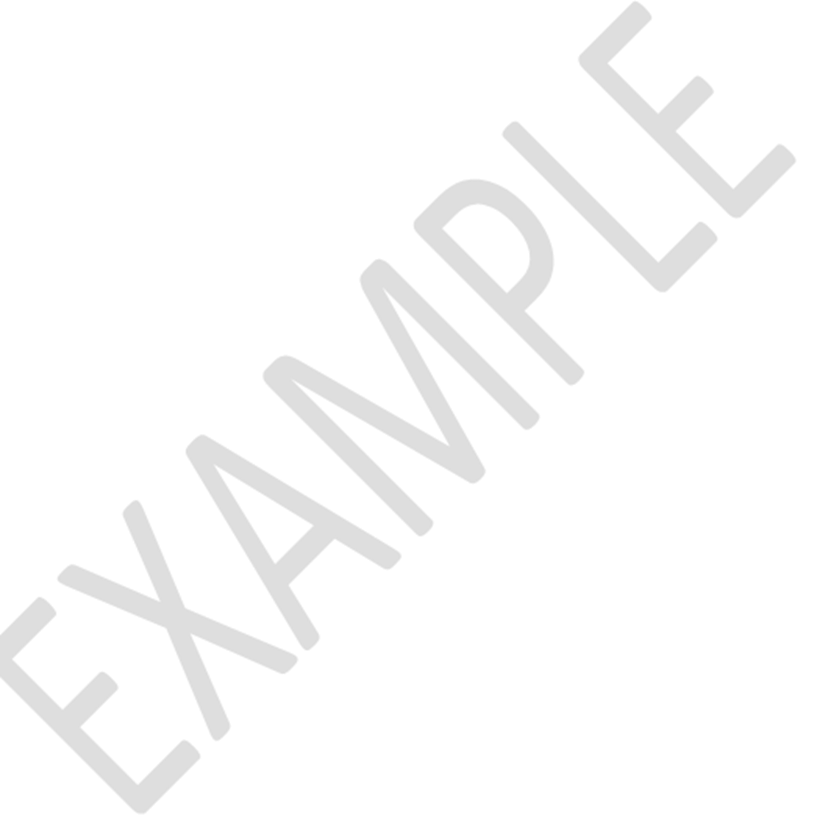
ISA Infrastructure SA

ISAAF Infrastructure SA Assurance Framework

Guidance Material Documentation to guide Reviewers, Agencies, Interviewees in ISA Assurance activities

SRO Senior Responsible Officer

ANNEXURE B:   
Conflict of Interest &   
Confidentiality Declaration

This form is for an assurance reviewer (review team member (RTM)) to declare:

* any conflict(s) of interest and
* affirm confidentiality.

An RTM/RTL has a duty to declare any potential conflict of interest that may impact or possibly be seen to impact upon an assurance review recommendation. When an issue arises, the RTM must, as soon as practicable, disclose full and accurate details of the interest or issue to the Infrastructure SA (ISA) Assurance Officer.

|  |  |  |  |
| --- | --- | --- | --- |
| Project | [Subject] | | |
| Assurance Review | Choose an item. | | |
| Name of review team member | I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, may be or have been appointed by Infrastructure SA to participate in the assurance review for the project. | | |
| Organisation |  | Position |  |
| Telephone |  | Email |  |

Declaration and undertaking

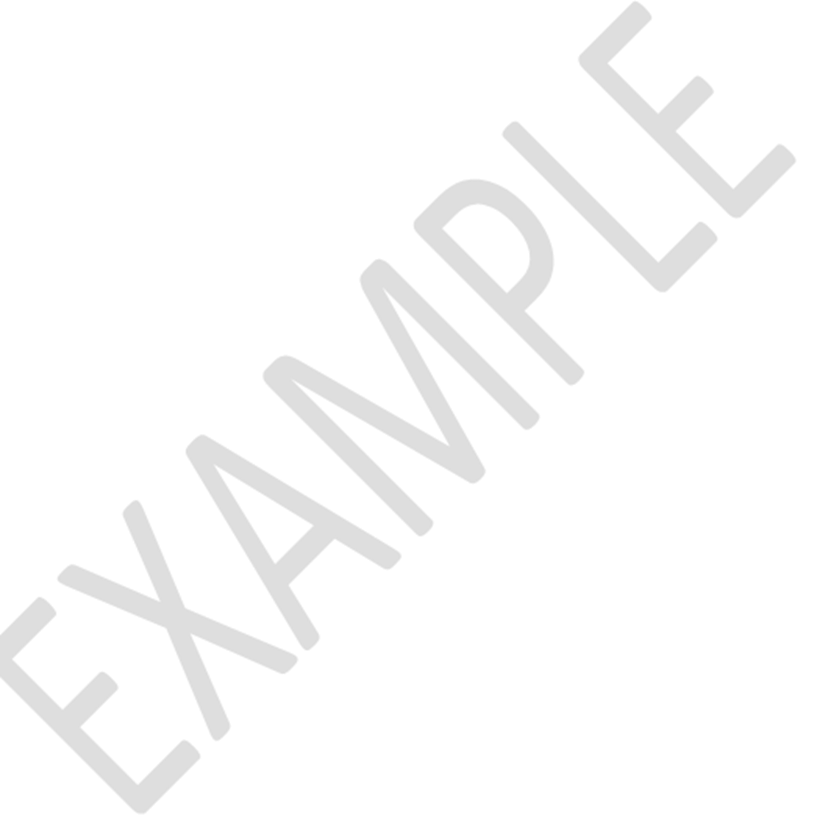
I declare and undertake that:

1. There is no matter I am aware of concerning my interests, financial or otherwise, past or present, that may call into question my probity or the probity of the review team appointed for the assurance review or give rise to any real or perceived conflict with my responsibilities as a team member of the review team.
2. Regardless of whether or not I am an employee under the [*Public Sector Act 2009*](https://www.legislation.sa.gov.au/LZ/C/A/PUBLIC%20SECTOR%20ACT%202009.aspx) (SA), I am aware that I must exercise my responsibilities as a member of the assurance review team in accordance with the:

* [*Code of Ethics for the South Australian Public Sector*](http://publicsector.sa.gov.au/policies-standards/code-of-ethics/), including in relation to the confidentiality requirements set out in that Code;
* Division 6 – Duties of Persons Performing Contract Work of the [*Public Sector (Honesty and Accountability) Act 1995*](https://www.legislation.sa.gov.au/LZ/C/A/PUBLIC%20SECTOR%20(HONESTY%20AND%20ACCOUNTABILITY)%20ACT%201995.aspx) (SA);
* Infrastructure SA Gifts and Benefits Policy; and
* Infrastructure SA Conflict of Interest Policy.

Copies of the above are available upon request.

1. As a member of the assurance review team, I understand and agree to comply with the following conditions:

* I acknowledge that I will be given access to various information while carrying out duties for the review.
* I acknowledge that all information, acquired by verbal or written means, provided or acquired in the course of my duties, including any intellectual property, is strictly confidential and I shall not disclose or reveal to any other party or person.
* I shall not use or copy any confidential information without first obtaining the written consent of the ISA Assurance Officer for any purpose other than my assurance review duties.
* I shall store confidential information in accordance with [*State Records Act 1997*](https://www.legislation.sa.gov.au/LZ/C/A/STATE%20RECORDS%20ACT%201997.aspx) *(SA)* principles, where applicable, taking all necessary precautions to prevent disclosure to any unauthorised persons or parties.
* I shall notify the ISA Assurance Officer immediately if I become aware of any unauthorised acts undertaken by any person, including unauthorised use, disclosure, reproduction, copying or publication of any part of the confidential information.
* On request by the ISA Assurance Officer or at the expiry or termination of my duties in relation to the assurance review, I shall immediately deliver to the ISA Assurance Officer all confidential information in my control, including any records or documents which contain confidential information.

1. While engaged as a part of the assurance review team, I will immediately notify the ISA Assurance Officer in writing of any situation where I believe a real or perceived conflict of interest has arisen or may arise, whether or not I am a party to a potential conflict.
2. I shall not, during the period of the assurance review, engage in any activity or obtain any interest likely to conflict with or restrict my ability to undertake the review in a fair and independent manner.
3. I have the following interests in corporations, partnerships, businesses or other organisations that may be relevant to the activities of the project being reviewed. This can include former employment, and the interests of an associate, family member or close relative.

Please indicate NIL if none.

|  |  |
| --- | --- |
| Sources of income |  |
| Membership of boards and committees |  |
| Interest and positions in corporations |  |
| Interests and positions in trade unions and professional or business associations |  |
| Personal bias which would in any way affect my decisions in relation to the project |  |
| Other (please detail) |  |

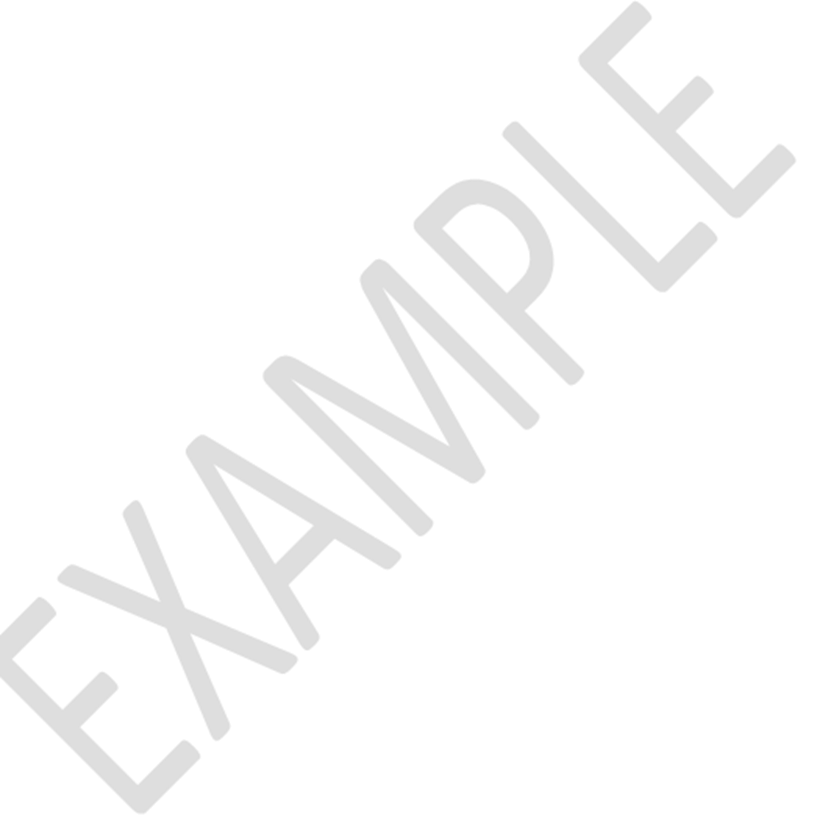
1. I will formally advise the ISA Assurance Officer of any change in circumstances that may affect the accuracy of this declaration and undertaking.

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | | |
| Signature |  | Date |  |

Submitting this form

**Review team member:** Send the completed form to the ISA Assurance Officer via email to [ISAassurance@sa.gov.au](mailto:ISAassurance@sa.gov.au)

*If Conflict declared* - Approval – ISA Director, Assurance

 Approved

Not approved and reason

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | | |
| Signature |  | Date |  |

A scanned, signed version of this form to be saved in Objective Records System project.

**Privacy**: Information collected will not be given to any other third party except where required by law.   
All information provided will be held by the chairperson of the board or committee and will be managed in accordance with provisions under the [*Information Privacy Principles Instruction*](https://www.archives.sa.gov.au/alias/privacy) (SA) requirements.