



CARPENTARIA SHIRE COUNCIL

Contractors Code of Conduct

Authorised by:	Chief Executive Officer
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1. INTRODUCTION

As a local government, Council is entrusted to represent the community and to meet community expectations on the delivery of services by Council throughout Carpentaria Shire.

Contractors engaged by Council to provide goods or services are also accountable to the community and the community is entitled to have high expectations of all individuals and entities that are Contractors that operate within or who provide goods and services to Council and the community on behalf of Council.

Council's expectations are that all Contractors engaged by Council will act ethically and with integrity, safeguard public resources and be accountable to Council and the community by maintaining effective, productive working relationships with Council and the community.

2. THE OBJECTIVE

This Code of Conduct sets out the requirements and standards expected of Contractors who are not employees of Council but who are engaged by Council to provide goods or services.

It aims to deliver best practice by ensuring those standards are clear and guided by the ethics principles set out in the *Public Sector Ethics Act 1994 (Qld)*. The Code does not cover every situation but the principles set out in this Code form the basis for any arrangements Council enters into with Contractors for the delivery of goods and services to Council and on behalf of Council.

The values, ethics and standard of behaviour it outlines are a reference point to help Contractors maintain a high standard of ethical behaviour while contracting to Council.

3. COUNCIL STATEMENT

Council conducts its business with integrity, honesty and fairness and complies with all relevant laws, regulations, codes, policies and corporate standards.

It is expected that all Contractors will also follow the highest standards of behaviour in the performance of contracts with and on behalf of Council and that Contractors will encourage a culture where professional ethical conduct is recognised, valued and followed by everyone working in or for the Contractor.

Contractors must work safely, use technology and Council assets effectively, adapt to changes to improve the delivery of goods and services in a way that is consistent with the ethics and local government principles below, Council's Community, Corporate and Operational Plans and this Code of Conduct.

4. OUR VISION

Outback by the Sea – it's a great place to work, live and play.

5. OUR MISSION STATEMENT

Carpentaria Shire Council – Working for our Community

6. CORE VALUES

Strong Leadership – *our community has every right to expect leadership that has integrity, unity and consistency.*

Respect and teamwork – *we know that we can only achieve great outcomes for our region by working together as a team.*

Good governance – *we need to deliver good governance for our region which is based on honesty, openness and transparency of local government.*

Pride in our work – *we aim to do the best for our community all the time, every time.*

Positive and professional – *we are not interested in blame but we want to find the best solutions to problems.*

Informed decision making – *we need to make sure that we have the best information available when making decisions.*

Realistic goals – *we believe in dreaming with our eyes open and focusing on what is achievable.*

7. LEGISLATIVE PRINCIPLES

The *Public Sector Ethics Act 1994* (Qld) identifies four ethics principles fundamental to good public administration that will form the basis for this Code of Conduct. The four principles are:

- (a) Integrity and Impartiality;
- (b) Promoting the Public Good;
- (c) Commitment to the System of Government; and
- (d) Accountability and Transparency.

The *Local Government Act 2009* (Qld) sets out the way in which a local government is constituted and the nature and extent of its responsibilities and powers. The Act requires that Council's actions are consistent with the following local government principles:

- (a) Transparent and effective processes, and decision-making in the public interest; and
- (b) Sustainable development and management of assets and infrastructure, and delivery of effective services; and
- (c) Democratic representation, social inclusion and meaningful community engagement; and
- (d) Good governance of, and by, local government; and
- (e) Ethical and legal behaviour of Councillors and local government employees which includes Contractors.

8. TO WHOM DOES THE CODE APPLY?

These legislated principles, together with Council's core values, form the basis of this Code of Conduct. The Code of Conduct applies to all Contractors engaged by Council to deliver goods and services to Council and in the community and are designed to guide thinking, actions and decision-making.

A copy of the Code of Conduct will be provided to all Contractors engaged by Council on or before commencement of any contract and updated copies will be provided during the term of any contract as the Code of Conduct is amended from time to time.

All Contractors, paid or unpaid, must be familiar with and comply with the Code of Conduct.

9. WHEN DOES THE CODE APPLY?

This Code of Conduct forms part of any contract that is entered into with Council for the delivery of goods and services.

The Code of Conduct applies in all circumstances where Contractors are engaged by Council including at Council workplaces and on job sites where activities of the Contractor are related to working with Council and outside the workplace where particular behaviour may be directly related to Council activities and in other circumstances where the actions of a Contractor may impact on the reputation and activities of the Council.

10. ETHICAL PRINCIPLES, VALUES AND CONDUCT

Ethical behaviour includes:

- making decisions based on what is right rather than what is expedient;
- open, honest and trustworthy decision making;
- transparency and accountability in all dealings under the contract.

Unethical behaviour includes:

- bullying, harassment, intimidation, exerting undue influence;
- inappropriate conduct or misconduct;
- fraudulent, criminal or corrupt conduct;
- actions which result in a loss of confidence by the community in the Council and the Contractor;
- actions which result in a lack of trust in decisions made by the Contractor or Council;
- actions which have an unacceptable impact on Council financial resources;
- actions which result in the loss of reputation and credibility of Council and the Contractor;
- actions which may result in a breach of trust with Council.

A guide to Ethical Decision Making is contained in **Appendix B**.

10.1 The First Principle – Integrity and impartiality

Section 6 of the *Public Sector Ethics Act 1994* (Qld) states:

“In recognition that public office involves a public trust, public service agencies, public sector entities and Public Officials seek to promote public confidence in the integrity of the public sector and —

- (a) *are committed to the highest ethical standards; and*
- (b) *accept and value their duty to provide advice which is objective, independent, apolitical and impartial; and*
- (c) *show respect towards all persons, including employees clients and the general public; and*
- (d) *acknowledge the primacy of the public interest and undertake that any Conflict of Interest issue will be resolved or appropriately managed in favour of the public interest; and*
- (e) *are committed to honest, fair and respectful engagement with the community.”*

(a) Conflicts of Interest:

When delivering the goods and services under the contract, Contractors must ensure that their interests and the interests of any relative or close associates do not conflict with the performance of the duties, obligations and responsibilities of the Contractor required under the contract.

A conflict of interest involves a conflict between the performance of the contract for or on behalf of Council in the public interest and the private interests of the Contractor. Being paid by Council to perform the contract entered into with the Contractor is not a conflict of interest.

A conflict of interest can include gaining a personal advantage or a benefit or gaining an advantage or benefit for a relative or close associate of the Contractor over and above the terms of the contract which is not permitted under the contract or at law or obtained without the knowledge or consent of the Council.

A conflict of interest can also include causing a detriment or loss to another person or entity.

A conflict can be a real conflict or could be reasonably taken to be a conflict of interest i.e. a perceived conflict of interest.

A conflict of interest, real or perceived can include:

- Personal interests of the Contractor that are or could reasonably be seen to be in conflict with the Council's interests or the public interest;
- Personal interests of a relative or close associate of the Contractor e.g. parent, sibling, business partner that are or could reasonably be seen to be in conflict with the Councils' interests or the public interest;
- Personal views or beliefs of the Contractor that could influence or be seen to influence the impartiality of the Contractor in the performance of the duties under the contract;
- Personal views or beliefs that could be detrimental or be seen to be detrimental to the reputation of the Council in the performance of the duties directly or indirectly related to the contract.

A Contractor must declare any conflicts of interest, real or perceived, that could affect their objectivity and impartiality or which could be or could be seen to be unduly influencing the Contractor or another party in the performance of the contract.

A Contractor is required to disclose conflicts of interests prior to the commencement of any contract and any conflicts that may arise during the contract.

If a Contractor has a conflict of interest, whether real, perceived or potential, it is the responsibility of the Contractor to disclose the conflicts to the Council Contract Manager.

A Contractor must not take part in any decision-making processes related to the contract until such time as the Council Contract Manager is satisfied that the conflict has been dealt with appropriately.

(b) Influences on Decision-Making:

A Contractor must not influence any Councillor or Council officer in an improper way with the aim to obtain personal advantage or favours for the Contractor, relative, close associate or any other person or entity.

A Contractor must act, and be seen to act, in a fair and transparent manner. This can be achieved in a number of ways, including clear record-keeping and open transparent processes in the delivery of the goods or services under the contract.

A Contractor must not in any way misrepresent to Council the qualifications, experience or expertise required under the contract for the delivery of the goods or services by the Contractor.

(c) Contracts Other than with Council:

A Contractor is entitled to operate their business without interference by Council subject to the following:

- that no conflict of interest exists or develops, between the delivery of the goods or services under the contract to Council and any other contract that the Contractor is engaged in.
- that activities of the Contractor other than under the contract with Council, do not impact on the delivery of goods and services to Council. This includes effects from a safety/fatigue management perspective.
- that the activities of a Contractor other than under a contract with Council or otherwise permitted, does not involve use of Council resources (physical, technological or intellectual); and
- confidential information provided by Council is not used or disclosed in any way under any other contractual arrangement the Contractor might have.

(d) Social Media

The Social Media policy adopted by Council applies to all Contractors engaged by Council and applies with respect to all digital spaces to ensure that any comments, contributions, posts or sharing of content made by the Contractor on any social media site are not detrimental to Council interests under the contract or Councils' reputation and standing within the community.

(e) Public Comments on Council Business:

Council business can be topical, sensitive and controversial and under no circumstances should a Contractor make any public comment about Council business or the contract for which the Contractor is engaged without the express written consent of the Council Contract Manager.

All queries made for public comment to a Contractor which has been engaged by Council under a contract or on Council business related to the contract must be referred to the Council Contract Manager.

Contractors are not permitted to make statements or comments on Council policy or to have public discussions on Council contracts unless it is clearly articulated that the views expressed are personal to the contractor and not the view of Council.

A Contractor must at all times perform the duties under a contract in a way that does not have an adverse impact on Council's interests or reputation or bring the Council into disrepute.

(f) External Activities:

Contractors are free to engage in trade union, party-political, professional, interest group or charity activities of their choosing. However, such activities must not cause either a conflict of interest, and/or unduly restrict the performance of the Contractor under the contract with Council.

A Contractor must not allow their external activities to adversely affect their performance under the contract or the reputation of Council.

A Contractor must not participate in activities in the public arena including on social media, where the Contractor could be taken to be a Council employee. Where such a situation arises, it is the responsibility of the Contractor to declare and manage the conflict in accordance with this Code of Conduct and any other relevant policies adopted by Council that apply to a contract.

(g) Behaviour Towards Each Other:

Contractors are required to treat Council officers, other contractors and the community with trust, respect, honesty, fairness, sensitivity and dignity in the performance of the contract.

Contractors who supervise or manage their own employees have a responsibility to model appropriate behaviour, and to ensure that their employees and subcontractors understand the standard of performance and behaviour that is expected when engaged by Council under a contract including dealing with the community generally.

Council values diversity and expects all Contractors to accommodate and respect different opinions and perspectives, and to manage interpersonal disagreements by rational debate and to avoid harassment of any kind.

Contractors are required to work co-operatively with Council officers and other contractors in the effective performance of the contract.

(h) Non-discriminatory Workplace:

Council is an equal opportunity employer and as such Contractors and any person or entity engaged by Council must not discriminate based on an attribute, or based on a person's association with another person who maintains an attribute relating to:

- race/ethnicity;
- gender;
- national origin;
- marital status;
- sexual preference/lawful sexual activity;
- age;

- disability/impairment, including infectious disease;
- industrial/employment activity;
- physical features;
- pregnancy;
- family responsibilities;
- religious beliefs;
- political conviction;
- breast feeding; or
- gender identity.

Contractors engaged by Council are responsible to ensure that no discriminatory behaviour in the performance of the contract with Council occurs or is accepted.

A Contractor witnessing discriminatory behaviour while engaged under a contract with Council must report such behaviour to Council's Contract Manager.

Where a Contractor is found to have engaged in discriminatory behaviour while engaged by Council, Council may suspend or terminate the contract for a breach of this Code of Conduct.

(i) Bullying and Harassment:

Council is also committed to the prevention of any form of bullying or harassment, victimisation or other forms of bullying in the workplace, or at any place where work or contract related activities are performed, including at all Council functions. This commitment applies to all Contractors engaged by Council.

Contractors have a responsibility to ensure that their employees or sub contractors do not engage in any actions that may constitute bullying or harassment of any kind while engaged by Council.

For further information refer to Council's Discrimination, Harassment and Bullying Policy **Appendix C**.

10.2 The Second Principle – Promoting the Public Good

Section 7 of the *Public Sector Ethics Act 1994* (Qld) states:

"In recognition that the public sector is the mechanism through which the elected representatives deliver programs and services for the benefit of the people of Queensland, public service agencies, public sector entities and Public officials –

- accept and value their duty to be responsive to both the requirements of government and to the public interest; and*
- accept and value their duty to engage the community in developing and effecting official public sector priorities, policies and decisions; and*

- (c) *accept and value their duty to manage public resources effectively, efficiently and economically; and*
- (d) *value and seek to achieve excellence in service delivery; and*
- (e) *value and seek to achieve enhanced integration of services to better service clients.”*

(a) Community:

When contracted to Council under a contract, Contractors are required to treat all members of the public equitably and with honesty, fairness, sensitivity and dignity.

Contractors to Council are expected to treat complaints received in the performance of the contract including from Council officers, the community or the employees of the contractor seriously and to respond and manage such complaints appropriately including referral to Council Contract Manager where appropriate to do so.

(b) Concern for the Environment

Contractors must ensure that they comply with all requirements under the *Environmental Protection Act 1994* (Qld) and other applicable legislation including Council local laws to minimise environmental harm in the delivery of goods and services to Council under the contract.

(c) Workplace Health and Safety

Contractors will take reasonable steps to ensure the safety, health and welfare of the its employees and subcontractors and acknowledges that at law, the Contractor has a duty of care to its employees and sub-contractors, Council officers and members of the public.

Contractors are required:

- to comply with the instructions given by Council officers for workplace health and safety at any Council workplace;
- to use personal protective equipment as required or necessary in the performance of the contract in accordance with all work health and safety policies and legislation;
- not to wilfully or recklessly interfere with or misuse anything provided for health and safety at the workplace;
- not to wilfully place at risk the health and safety of any person at the workplace including the Contractor as an individual;

Contractors have a duty under this Code of Conduct in the performance of the contract to:

- identify hazards and manage risks to health and safety;

- perform all work safely and follow safe work practices;
- report any incidents or hazards immediately to the Council Contract Manager and support investigations;
- take corrective action to 'make safe' the workplace, relevant workplace area or work activities where the Contractor is working and to implement improvements where apparent and where instructed to do so by Council Contract Manager acting reasonably.

Contractors must ensure that all its employees and subcontractors in the performance of the duties under the contract do not:

- use, possess or be impaired by the effects of illegal drugs whilst on duty;
- come to work impaired by the effects of alcohol or drugs;
- consume alcohol while on duty or in the workplace other than strictly in accordance with Council Policy;
- gamble or bet on Council premises (except for authorised sweeps and tipping competitions);
- smoke anywhere within Council's buildings, in Council vehicles, in any enclosed spaces or within 4m of any part of an entrance to an enclosed place which is owned or operated by Council.

For more information refer to Council's Fit for Work Policy and Smoke-Free Workplace Policy which will apply to Contractors, its employees and subcontractors.

(d) Council Property

Emails and Internet Services

Contractors with access to Council provided internet services must only access these services in accordance with the authorisation given by the Council Contract Manager and for the purpose for which access is provided under the contract.

Where a Contractor has access to an email address provided by Council under a contract, use of the email address must be in accordance with all applicable Council policies and procedures, with the authorisation given by the Council Contract Manager and for the purpose of performance under the contract and for no other purpose whatsoever.

All emails sent and received from Council servers are public records for the purposes of the *Public Records Act 2002*.

Use of Councils' internet services including emails for private purposes is not permitted.

Contractors must ensure that emails sent and received by a Contractor on Council servers are not offensive, unlawful or expose Council to risk of harm or reputational damage.

Property, Plant and Equipment

Where Council property, plant or equipment is made available to a Contractor under a contract, all Council property plant or equipment must be:

- only used in accordance with the contract for which it has been provided
- used lawfully for the purpose for which it has been provided
- used economically and efficiently to promote good use and management of Council resources;
- maintained and returned in good condition on or before the expiration of the contract.

A Contractor must report any loss or damage to Council property, plant or equipment that has been made available to the Contractor under a contract as soon as practicably possible.

10.3 The Third Principle – Commitment to the System of Government

Section 8 of the *Public Sector Ethics Act 1994* (Qld) states:

- (1) *“In recognition that the public sector has a duty to uphold the system of government and the laws of the State, Commonwealth and local government, public service agencies, public sector entities and Public officials –*
 - (i) *accept and value their duty to uphold the system of government and the laws of the state, the Commonwealth and local government; and*
 - (ii) *are committed to effecting official public sector priorities, policies and decisions professionally and impartially; and*
 - (iii) *accept and value their duty to operate within the framework of Ministerial responsibility to government, the Parliament and the community.*
- (2) *Subsection (1) does not limit the responsibility of a public service agency, public sector entity or Public official to act independently of government if the independence of the agency, entity or official is required by legislation or government policy, or is a customary feature of the work of the agency, entity or official.”*

(a) Acting Within the Law

Contractors must comply with the terms of the contract, applicable legislation, Council policies and local laws in the performance of the contract.

(b) Raising Concerns

When raising complaints or grievances which are to be raised with the Council Contract Manager, Contractors are expected to act with honesty and in good faith. Complaints that are considered vexatious or frivolous will not be progressed.

10.4 The Fourth Principle – Accountability and Transparency

Section 9 of the Public Sector Ethics Act 1994 (Qld) states:

“In recognition that public trust in public office requires high standard of public administration, public service agencies, public sector entities and public officials –

- (a) are committed to exercising proper diligence, care and attention; and*
- (b) are committed to using public resources in an effective and accountable way; and*
- (c) are committed to managing information as openly as practicable within the legal framework; and*
- (d) value and seek to achieve high standards of public administration; and*
- (e) value and seek to innovate and continuously improve performance; and*
- (f) value and seek to operate within a framework of mutual obligation and shared responsibility between public services agencies, public sector entities and Public Officials.”*

(a) Accountability and Transparency

Contractors are required in their engagement with Council to perform the duties required under the contract:

- in accordance with the core values of Council;
- with respect, tolerance and courtesy;
- with a commitment to Council and community to provide excellent service;
- to deliver the goods and services with objectivity and impartiality;
- to work cohesively and cooperatively with Council in the administration and delivery of goods and services;
- to declare and manage conflicts of interest both real and perceived in a clear and transparent manner.

(b) Diligence, Care and Attention

Council aims to conduct its business with integrity, honesty and fairness and to achieve the highest standards in service delivery. Contractors are required to

deliver the goods and services under a contract, honestly, responsibly, in a conscientious manner and in accordance with the terms of the contract.

Contractors managing or supervising others, must ensure that the values and principles outlined in this Code are complied with and appropriate action is taken if the contractor, its employees or subcontractors are in breach of this Code at any time.

(c) Confidential Information

During the course of a contract, a Contractor may be privy to or obtain commercially confidential or sensitive information or material that relates to Council operations and/or other contracts and/or information that the Contractor knows or ought to know is confidential to the Council and which must remain confidential.

Confidential information held or made available to a Contractor must not be used, disclosed or made available to any other person or entity without the express written consent of Council.

Confidential information held or made available to a Contractor must only be used for the purpose for which it has been made available to the Contractor.

Confidential information must not be used for personal gain or to cause a detriment to Council or any third party and must not be made publicly available without the express written consent of the Council Contract Manager.

Confidential information if held by a Contractor for the term of the contract must be stored properly and securely at all times.

At the end of the contract, any confidential information or material that is in the possession of the Contractor must be returned to Council or destroyed on instructions from the Council Contract Manager.

(d) Privacy

In dealings with Council, a Contractor may obtain or be provided with personal information.

Personal information as defined in the *Information Privacy Act 2009 (Qld)* is information about an individual that identifies or could reasonably identify an individual.

All Contractors to the extent that they collect, handle, give or have access to personal information must comply with the Privacy Principles outlined under the *Information Privacy Act 2009 (Qld)* as if the Contractor were an entity or individual to which the *Information Privacy Act 2009 (Qld)* applies.

A copy of the Privacy Principles which apply under this Code of Conduct are set out in at **Appendix C**.

(e) Intellectual Property

Unless stated otherwise in the contract with the Contractor, intellectual property rights relating to but not limited to copyright, scientific discoveries, designs, trademarks, inventions or artistic creations created or developed in the performance of the contract, are and remain the property of the Council and cannot be sold transferred or given away without the express written consent of the Council.

All Contractors must ensure that their actions under a contract do not breach or infringe the *Copyright Act 1968* (Cth), by unlawfully using the intellectual property of any individual or organisation in the performance of the contract with Council.

Copyrights, trademarks and patents of suppliers and other organisations engaged by Council cannot be reproduced with the express consent of the supplier or organisation to which the intellectual property belongs.

11. RESPONSIBILITIES OF CONTRACTORS

A local government employee includes a Contractor to Council in accordance with section 199 (2) (a) of the *Local Government Act 2009 (Qld)*.

All employees of Council have the same responsibilities as defined by Section 13 of the *Local Government Act 2009 (Qld)*. Section 13 (2) of the *Local Government Act 2009 (Qld)* states that:

All employees have the following responsibilities—

- (a) implementing the policies and priorities of the local government in a way that promotes—
 - (i) *the effective, efficient and economical management of public resources; and*
 - (ii) *excellence in service delivery; and*
 - (iii) *continual improvement;*
- (b) carrying out their duties in a way that ensures the local government—
 - (i) *discharges its responsibilities under this Act; and*
 - (ii) *complies with all laws that apply to local governments; and*
 - (iii) *achieves its corporate plan;*
- (c) providing sound and impartial advice to the local government;
- (d) *carrying out their duties impartially and with integrity;*
- (e) *ensuring the employee's personal conduct does not reflect adversely on the reputation of the local government;*

- (f) *improving all aspects of the employee's work performance;*
- (g) *observing all laws relating to their employment;*
- (h) *observing the ethics principles under the Public Sector Ethics Act 1994, section 4;*
- (i) *complying with a code of conduct under the Public Sector Ethics Act 1994.*

12. BREACHES OF THE CODE

Council expects all Contractors engaged by Council to ensure they demonstrate the standards of acceptable conduct as set out in this Code.

A breach of the Code of Conduct damages business effectiveness, Councils' reputation and its' relationship with the wider community. Any action or lack of action by a Contractor engaged by Council that contravenes this Code of Conduct will result in Council taking disciplinary action against the Contractor which may include:

- termination of the contract;
- a request for replacement of an individual engaged by the Contractor under the contract;
- a claim for damages or loss for breach of contract;
- referral to the Crime and Corruption Commission and/or Queensland Police.

All suspected breaches of this Code of Conduct will be investigated by Councils' Contract Manager.

The contract may be suspended until such time as the investigation has been completed.

13. DOCUMENT OWNER

Chief Executive Officer

14. REVIEW

This Code will be reviewed on 17 June 2022

For all queries or feedback regarding this document, please contact the responsible officer below.

Contact	Contact Number	Contact E-mail
Council Contract Manager	4745 2200	doe@carpentaria.qld.gov.au

References:

Related Documents

Appendix A – C

Local Government Act 2009 (Qld)

Public Sector Ethics Act 1994 (Qld)

Information Privacy Act 2009
Council Policies

APPENDIX A – DEFINITIONS

Benefit – means something that is of value to the recipient that is not provided for in the Contract.

Conflict of Interest – means a conflict between the personal or private interests of a Contractor. A Conflict of Interest can arise from either gaining a personal advantage or avoiding a personal loss. Conflicts of interest can be real (actual) or perceived (apparent).

Contract means any agreement or arrangement entered into between a Contractor for the provisions of goods or services to Council, paid or not.

Contractor means any person or entity, including employees, subcontractors or volunteers of a Contractor engaged by Council to provide goods or services to the Council directly or to the community on behalf of the Council.

Council Contract Manager means the Council officer with the responsibility for management and administration of the contract with the Contractor

Impaired by the effects of alcohol or drugs means:

- for all Contractors, including those not operating/driving heavy vehicles and buses, a blood alcohol content greater than 0.00%;
- for all Contractors – a positive drug test result in excess of the cut-off levels specified in Australian Standard AS 4308 (urine testing) and/or Australian Standard AS4760 (saliva testing); and/or physical or mental condition and/or behaviour which limits the Contractor's ability to undertake work in a safe and effective manner.

APPENDIX B - A GUIDE TO ETHICAL DECISION MAKING

The following guide is designed to help you reach an ethical decision based on the relevant facts and circumstances of a situation.

Step 1: Assess the Situation.

- What is the aim of the Contract?
- Does it break the law or go against the Code?
- Is it a breach of Contract?
- Is it in line with the Code's principles?
- What are the obligations or responsibilities under the Contract and this Code?

Step 2: Look at the Situation from Council's Viewpoint.

- As a Contractor, what are your responsibilities?
- What are the relevant laws, rules and guidelines that apply under the Contract?

Step 3: How would Others see your Actions?

- Is the action or decision taken honest and impartial?
- Is there a Conflict of Interest?
- Can the decision or action stand up to public scrutiny?
- How would it look in a newspaper?
- Are Council core values of what is right and wrong compromised by this?

Step 4: Consider the Options.

- Speak to the Council Contract Manager.
- What will be the outcome for Council and your Contract?

Step 5: Choose your Course of Action.

- Make sure all actions and decision taken under the Contract are:
 - (a) lawful and in line with the Contract and this Code; and
 - (b) consistent with Council's mission, goals and values

APPENDIX C – INFORMATION PRIVACY PRINCIPLES

IPP 1 - Collection of personal information (lawful and fair)

1. An agency must not collect personal information for inclusion in a document or generally available publication unless:
 - (a) the information is collected for a lawful purpose directly related to a function or activity of the agency; and
 - (b) the collection of the information is necessary to fulfil the purpose or is directly related to fulfilling the purpose.
2. An agency must not collect personal information in a way that is unfair or unlawful.

IPP 2 - Collection of personal information (requested from individual)

1. This section applies to the collection by an agency of personal information for inclusion in a document or generally available publication.
2. However, this section applies only if the agency asks the individual the subject of the personal information for either-
 - (a) the personal information; or
 - (b) information of a type that would include the personal information.
3. The agency must take all reasonable steps to ensure that the individual is generally aware of -
 - (a) the purpose of the collection; and
 - (b) if the collection of the personal information is authorised or required under a law-
 - (i) the fact that the collection of the information is authorised or required under a law; and
 - (ii) the law authorising or requiring the collection; and
 - (c) if it is the agency's usual practice to disclose personal information of the type collected to any entity (the first entity) - the identity of the first entity; and
 - (d) if the agency is aware that it is the usual practice of the first entity to pass on information of the type collected to another entity (the second entity), the identity of the second entity.
4. The agency must take the reasonable steps required under subsection

- (a) if practicable--before the personal information is collected; or
 - (b) otherwise--as soon as practicable after the personal information is collected.
5. However, the agency is not required to act under subsection (3) if -
- (a) the personal information is collected in the context of the delivery of an emergency service; and
6. Example –
- (a) personal information collected during a triple 0 emergency call or during the giving of treatment or assistance to a person in need of an emergency service;
 - (b) the agency reasonably believes there would be little practical benefit to the individual in complying with subsection (3) in the circumstances; and
 - (c) the individual would not reasonably expect to be made aware of the matters mentioned in subsection (3).

IPP 3 - Collection of personal information (relevance etc.)

- 1. This section applies to the collection by an agency of personal information for inclusion in a document or generally available publication.
- 2. However, this section applies to personal information only if the agency asks for the personal information from any person.
- 3. The agency must take all reasonable steps to ensure that:
 - (a) the personal information collected is:
 - (i) relevant to the purpose for which it is collected; and
 - (ii) complete and up to date; and
 - (b) the extent to which personal information is collected from the individual the subject of it, and the way personal information is collected, are not an unreasonable intrusion into the personal affairs of the individual.

IPP 4 - Storage and security of personal information

- 1. An agency having control of a document containing personal information must ensure that:
 - (a) the document is protected against:
 - (i) loss; and

- (ii) unauthorised access, use, modification or disclosure; and
- (iii) any other misuse; and

(b) if it is necessary for the document to be given to a person in connection with the provision of a service to the agency, the agency takes all reasonable steps to prevent unauthorised use or disclosure of the personal information by the person.

2. Protection under subsection (1) must include the security safeguards adequate to provide the level of protection that can reasonably be expected to be provided.

IPP 5 - Providing information about documents containing personal information

1. An agency having control of documents containing personal information must take all reasonable steps to ensure that a person can find out:

- (a) whether the agency has control of any documents containing personal information; and
- (b) the type of personal information contained in the documents; and
- (c) the main purposes for which personal information included in the documents is used; and
- (d) what an individual should do to obtain access to a document containing personal information about the individual.

2. An agency is not required to give a person information under subsection (1) if, under an access law, the agency is authorised or required to refuse to give that information to the person.

IPP 6 - Access to documents containing personal information

1. An agency having control of a document containing personal information must give an individual the subject of the personal information access to the document if the individual asks for access.

2. An agency is not required to give an individual access to a document under subsection (1) if -

- (a) the agency is authorised or required under an access law to refuse to give the access to the individual; or
- (b) the document is expressly excluded from the operation of an access law.

IPP 7 - Amendment of documents containing personal information

1. An agency having control of a document containing personal information must take all reasonable steps, including by the making of an appropriate amendment, to ensure the personal information:

- (a) is accurate; and

- (b) having regard to the purpose for which it was collected or is to be used and to any purpose directly related to fulfilling the purpose, is relevant, complete, up to date and not misleading.
2. Subsection (1) applies subject to any limitation in a law of the State providing for the amendment of personal information held by the agency.
 3. Subsection (4) applies if:
 - (a) an agency considers it is not required to amend personal information included in a document under the agency's control in a way asked for by the individual the subject of the personal information; and
 - (b) no decision or recommendation to the effect that the document should be amended wholly or partly in the way asked for has been made under a law mentioned in subsection (2).
 4. The agency must, if the individual asks, take all reasonable steps to attach to the document any statement provided by the individual of the amendment asked for.

IPP 8 - Checking of accuracy etc. of personal information before use by agency

Before an agency uses personal information contained in a document under its control, the agency must take all reasonable steps to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, complete and up to date.

IPP 9 - Use of personal information only for relevant purpose

1. This section applies if an agency having control of a document containing personal information proposes to use the information for a particular purpose.
2. The agency must use only the parts of the personal information that are directly relevant to fulfilling the particular purpose.

IPP 10 - Limits on use of personal information

1. An agency having control of a document containing personal information that was obtained for a particular purpose must not use the information for another purpose unless:
 - (a) the individual the subject of the personal information has expressly or impliedly agreed to the use of the information for the other purpose; or
 - (b) the agency is satisfied on reasonable grounds that use of the information for the other purpose is necessary to lessen or prevent a serious threat to the life, health, safety or welfare of an individual, or to public health, safety or welfare; or
 - (c) use of the information for the other purpose is authorised or required under a law; or

- (d) the agency is satisfied on reasonable grounds that use of the information for the other purpose is necessary for 1 or more of the following by or for a law enforcement agency -
 - (i) the prevention, detection, investigation, prosecution or punishment of criminal offences or breaches of laws imposing penalties or sanctions;
 - (ii) the enforcement of laws relating to the confiscation of the proceeds of crime;
 - (iii) the protection of the public revenue;
 - (iv) the prevention, detection, investigation or remedying of seriously improper conduct;
 - (v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal; or
- (e) the other purpose is directly related to the purpose for which the information was obtained.

Examples for paragraph (e):

1. An agency collects personal information for staff administration purposes. A new system of staff administration is introduced into the agency, with much greater functionality. Under this paragraph, it would be appropriate to transfer the personal information into the new system.
2. An agency uses personal information, obtained for the purposes of operating core services, for the purposes of planning and delivering improvements to the core services.
 - (a) all of the following apply:
 - (i) the use is necessary for research, or the compilation or analysis of statistics, in the public interest;
 - (ii) the use does not involve the publication of all or any of the personal information in a form that identifies any particular individual the subject of the personal information;
 - (iii) it is not practicable to obtain the express or implied agreement of each individual the subject of the personal information before the use.
3. If the agency uses the personal information under subsection (1)(d), the agency must include with the document a note of the use.

IPP 11 - Limits on disclosure

1. An agency having control of a document containing an individual's personal information must not disclose the personal information to an entity (the relevant entity), other than the individual the subject of the personal information, unless –

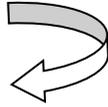
- (a) the individual is reasonably likely to have been aware, or to have been made aware, under IPP 2 or under a policy or other arrangement in operation before the commencement of this schedule, that it is the agency's usual practice to disclose that type of personal information to the relevant entity; or
- (b) the individual has expressly or impliedly agreed to the disclosure; or
- (c) the agency is satisfied on reasonable grounds that the disclosure is necessary to lessen or prevent a serious threat to the life, health, safety or welfare of an individual, or to public health, safety or welfare; or
- (d) the disclosure is authorised or required under a law; or
- (e) the agency is satisfied on reasonable grounds that the disclosure of the information is necessary for 1 or more of the following by or for a law enforcement agency:
 - (i) the prevention, detection, investigation, prosecution or punishment of criminal offences or breaches of laws imposing penalties or sanctions;
 - (ii) the enforcement of laws relating to the confiscation of the proceeds of crime;
 - (iii) the protection of the public revenue;
 - (iv) the prevention, detection, investigation or remedying of seriously improper conduct;
 - (v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal; or
- (f) all of the following apply:
 - (i) the disclosure is necessary for research, or the compilation or analysis of statistics, in the public interest;
 - (ii) the disclosure does not involve the publication of all or any of the personal information in a form that identifies the individual;
 - (iii) it is not practicable to obtain the express or implied agreement of the individual before the disclosure;
 - (iv) the agency is satisfied on reasonable grounds that the relevant entity will not disclose the personal information to another entity.

2. If the agency discloses the personal information under subsection (1)(e), the agency must include with the document a note of the disclosure.

3. If the agency discloses personal information under subsection (1), it must take all reasonable steps to ensure that the relevant entity will not use or disclose the information for a purpose other than the purpose for which the information was disclosed to the agency.
4. The agency may disclose the personal information under subsection (1) if the information may be used for a commercial purpose involving the relevant entity's marketing of anything to the individual only if, without limiting subsection (3), the agency is satisfied on reasonable grounds that -
 - (a) it is impracticable for the relevant entity to seek the consent of the individual before the personal information is used for the purposes of the marketing; and
 - (b) the relevant entity will not charge the individual for giving effect to a request from the individual to the entity that the individual not receive any marketing communications; and
 - (c) the individual has not made a request mentioned in paragraph (b); and
 - (d) in each marketing communication with the individual, the relevant entity will draw to the individual's attention, or prominently display a notice, that the individual may ask not to receive any further marketing communications; and
 - (e) each written marketing communication from the relevant entity to the individual, up to and including the communication that involves the use, will state the relevant entity's business address and telephone number and, if the communication with the individual is made by fax, or other electronic means, a number or address at which the relevant entity can be directly contacted electronically.

DECLARATION OF RECEIPT

FILL OUT AND RETURN NOW



I acknowledge receipt of Carpentaria Shire Council's Contractor Code of Conduct which I have read and received training on.

I acknowledge that my employees and subcontractors have been provided with a copy of the Contractor Code of Conduct and have read and understood it.

ISSUED TO:

Name:
Date:/...../.....
Signature:

Name and signature of person conducting the induction training.

Name:
Date:/...../.....
Signature: