

Strong Start Cadetship Program

Program Guidelines

May 2023





Acknowledgement of Country

The Department of Planning and Environment acknowledges the Traditional Custodians of the land and pays respect to Elders past, present and emerging.

We recognise Australian Aboriginal and Torres Strait Islander peoples' unique cultural and spiritual relationships to place and their rich contribution to society.

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Title: Strong Start Cadetship Program
Subtitle: Program Guidelines

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Background

Through consultation with councils, universities, and industry, the Department of Planning and Environment has identified that there is a shortage of planners impacting many councils in regional and metropolitan areas. This is contributing to increasing vacancies in many planning roles at councils, increasing workloads and pressure on council planners, growing Development Application (DA) backlogs and increasing DA assessment timeframes.

Through ongoing engagement with the local government sector, the department has conducted detailed research into the planning skills shortage and found the average vacancy rate in council planning teams to be 14%, with a high variance in that rate ranging from 0% to above 80%, depending on local circumstances. Most vacancies have been found to be at the intermediate and senior levels, which account for over 55% of all vacant planning roles at councils. Many councils are experiencing challenges that impede the retention and attraction of planning staff, particularly in regional NSW, which include remuneration, career progression, workload, workplace culture, flexibility and location.

The department has limited ability to support councils with the supply of intermediate and senior planners unless wider systemic changes are implemented in local government, and therefore is directing its efforts to supporting councils to build local capacity by training new planners that will grow into senior roles to fill these vacancies in the long term.

To support councils in overcoming the planning skills shortage, the department has designed Strong Start, a statewide program to support NSW councils in connecting with and investing in new planners to grow the pipeline of planners in the NSW labour market. The Strong Start program includes:

- a new centralised employment directory for student and graduate planners in partnership with the Planning Institute of Australia (PIA), for which the department is covering the costs for all 128 NSW councils to advertise any student or graduate planner roles in 2023
- a free mentoring program for NSW councils, through which 60 council-employed student and graduate planners have been paired in a mentoring relationship with senior department planners for 2023
- advocacy to high school career advisors through the Careers Advisors Association of NSW and ACT, to better promote the planning profession to high school students
- incentivisation of regional councils to invest in hiring a student or graduate planner as a eligibility criterion for participation in the Regional Housing Flying Squad.





Program overview

The department is now further expanding its Strong Start program to include a council planning cadetship program. A cadetship is a holistic approach to the development of a new planner. It allows councils to support a university planning student to gain practical work experience in the field, while benefitting from that student's contributions to council, increasing the capacity of council planning teams, and developing that student into more senior roles.

The Strong Start Cadetship Program provides support to councils to directly address workforce shortages and their constraints in attracting and retaining experienced planners. The program leverages the high demand for planning cadet roles and incentivises councils to onboard additional planning cadets and grow them into senior roles.

Through this Strong Start Cadetship Program, the department will provide grant funding to NSW councils to subsidise the university tuition fees of a new planning cadet they employ. Participating councils will be required to enter a formal funding agreement with the department to receive a one-time grant payment of \$25,000 by 30 June 2023 and will have one year (until 30 June 2024)

to employ a planning cadet. The grant funding must be used by councils to pay for the planning cadet's tuition fees (either part time or full time) for an undergraduate certificate, graduate certificate, diploma, bachelor's degree, or master's degree in planning at an Australian university, with the requirement for annual acquittal to the department.

The grant of \$25,000 will provide councils with enough funding for either:

- 100% of the cost of an undergraduate certificate, graduate certificate, or diploma
- 75% of the median cost of a bachelor's degree
- 50% of the median cost of a master's degree.

If tuition fees exceed the \$25,000 grant, councils can choose to subsidise the remaining tuition fees or require the cadet to pay the remaining fees themselves.



Program objectives

Objectives

- address the planning skills shortage in NSW and fill vacancies in council planning teams
- incentivise and support councils to employ and develop new planners
- grow more planners in regional areas where the planning skills shortage is most severe
- help planning graduates without any experience overcome difficulties securing entry-level planning jobs.

Expected outcomes

- an increase in the total number of planning cadets employed at NSW councils
- an increase in enrolment in eligible planning courses at NSW universities
- an increase in the pipeline of planners in NSW overall
- contribution of the program to alleviating council capacity issues and planning skills shortages in the long term.

Council support

The department's Planning Delivery Unit (PDU) will commit to supporting councils participating in this cadetship program, to ensure that program benefits and outcomes are realised, and set councils up for success. The PDU will support councils through measures such as:

- creating planning cadet roles, by providing template role descriptions and briefing notes for council reporting for funding approval for new planning cadet roles
- advertising planning cadet roles through the PIA employment directory
- filling planning cadet roles through liaison and bridge-building between councils and NSW universities
- delivering mentoring programs for planning cadets to help councils grow and develop their new planners
- providing professional development opportunities to planning cadets through collaboration with PIA, Local Government NSW, and other partners.

Program eligibility

All NSW councils are eligible to participate in this program, provided that councils **have at least one senior staff member with the relevant skills and capacity to train a planning cadet.**

For clarification, the following notes regarding program eligibility have been provided:

1. Councils cannot use program funding to pay tuition fees for **existing** planning cadets. The program requires councils to onboard **additional** planning cadets.
2. Councils can use program funding to upskill existing non-planner council staff who are interested in undertaking studies to support their transition into a planning role.
3. There is no limit to the number of applications that a council may submit for the program (i.e. councils may apply for multiple \$25,000 grants for multiple planning cadets).
4. If councils submit multiple applications, they must submit a separate funding agreement and invoice for each application.
5. Councils must commit to employing the planning cadet for at least the duration of the cadet's study.
6. If there is remaining grant funding after a council has paid for a planning cadet's tuition, councils may use the remaining grant funding to pay for the tuition of an additional planning cadet. Any remaining grant funding that is not put towards tuition fees must be returned to the department.
7. If a council is unsuccessful in onboarding a planning cadet by 30 June 2024, it must return the grant funding to the department.
8. Annual acquittal will be required by councils to ensure that funding is spent in accordance with the terms and conditions of the program, as stipulated in the funding agreements that councils must sign as part of their applications.
9. Program funding must be expended on a planning cadet's tuition fees for one of the following planning courses at a NSW university. The department may otherwise approve (at its discretion) a planning course at an Australian university not listed in Table 1 to be an eligible planning course for the purposes of the program. In that instance, council and the department would agree to amend or vary the funding agreement, as applicable, to reflect that the cadet is studying in a planning course other than those listed below:

Table 1: List of planning courses at NSW universities

University	Name of Course	Years of study (part-time)	Form of study	Annual part-time tuition fees*	Total Cost
Macquarie University	Bachelor of Planning	8	In-person	\$6,250	\$50,000
Macquarie University	Master of Planning	4	In-person	\$15,000	\$60,000
University of New England	Undergraduate Certificate in Urban and Regional Planning	1	Online	\$5,160	\$5,160
University of New England	Diploma in Town Planning	2	Online	\$5,115	\$10,230
University of New England	Bachelor of Urban and Regional Planning	8	Online	\$4,140	\$33,120
University of New England	Graduate Diploma of Urban and Regional Planning	4	Online	\$4,140	\$16,560
University of New England	Master of Urban and Regional Planning	3	Online	\$4,140	\$12,420
University of New South Wales	Bachelor of City Planning (Hons)	8	In-person	\$4,150	\$33,200
University of New South Wales	Bachelor of City Planning (Hons) / Bachelor of Laws	13.5	In-person	\$7,570	\$102,195
University of New South Wales	Master of City Planning	4	In-person	\$4,115	\$16,460
University of Sydney	Master of Urban and Regional Planning	3	In-person	\$16,172	\$48,516
University of Sydney	Master of Urbanism - Urban and Regional Planning Specialisation	4	In-person	\$14,000	\$56,000
University of Technology Sydney	Graduate Certificate in Urban Planning and Design	8 months	Online	\$16,676	\$16,676
University of Technology Sydney	Graduate Certificate in Planning	1	In-person	\$16,680	\$16,680
University of Technology Sydney	Master of Urban Planning	2.5	Online	\$25,014	\$62,535
University of Technology Sydney	Master of Urban Design	2.5	Online	\$25,014	\$62,535
University of Technology Sydney	Master of Urban Planning	3	In-person	\$16,680	\$50,040
University of Technology Sydney	Master of Planning	3	In-person	\$16,680	\$50,040
University of Technology Sydney	Master of Property Development and Planning	4	In-person	\$16,675	\$66,700
Western Sydney University	Bachelor of Planning (Pathway to Master of Urban Management and Planning)	6	In-person	\$4,150	\$24,900
Western Sydney University	Master of Planning	4	In-person	\$13,032	\$52,128

* Tuition fees are estimated based on 2023 figures and subject to change.



Evaluation criteria

The program funding enables up to 64 councils to receive a grant. If more than 64 applications are received, including multiple applications from a single council, the evaluation process will ensure that all councils receive at least one grant before any council is awarded a second grant.

Applications will be evaluated against the following criteria:

1. Planning staff vacancy rate

Given that this program has been designed in response to the emerging planning skills shortage, councils with the highest vacancy rates in their planning teams will be prioritised for this program.

This aligns with the program objective to address the planning skills shortage in NSW and fill vacancies in council planning teams.

2. Existing planning cadets

Councils that do not have any existing planning cadet roles will be prioritised for this program.

This aligns with the program objective to incentivise and support councils to employ and develop new planners.

Application process

The application period for the Strong Start Cadetship Program is open until Friday 9 June 2023.

During the application period, councils can submit applications on the NSW Planning Portal at planning.nsw.gov.au/strong-start. Councils are required to provide the following information for each application they submit:

- Council name
- Contact information (name, role, email, phone) of key council contact
- Confirmation that council has at least one planner on staff that is at a senior level or above, with the capacity to train a planning cadet
- Number of full time employee (FTE) planning roles currently funded

- Number of FTE planning roles currently vacant
- Number of planning cadet roles currently funded
- Number of planning cadet roles currently vacant
- Strong Start Cadetship Program funding agreement, signed by council staff with appropriate delegation at director level or above (**the funding agreement can be found at the end of the program guidelines**)
- Official council invoice to the NSW Department of Planning and Environment for \$25,000 (no GST), with the subject noted as “Strong Start Cadetship Program”
- Optional: Ask planning cadets to sign up to the Strong Start mailing list from the department.



Evaluation process

Following closure of the application period, the Strong Start Cadetship Program evaluation committee will meet during the week of 12 June 2023 to:

- review all applications received against the program evaluation criteria
- rank all applications in order from those that best meet the program criteria to those that least meet the program criteria
- conduct a holistic review against the program objectives to determine the final list of applications that will receive grant funding through the program.

The department reserves the right to make the final decision on the allocation of grants based on the program budget and its decision on council eligibility.

Once the evaluation process has been completed, councils will be notified of the outcome of their applications by email. At this time, the department will work with all successful councils to ensure that funding agreements and invoices are finalised. The grant(s) of \$25,000 will then be paid to councils by 30 June 2023.

Program acquittal

By 30 June 2024, and by 30 June of each following year until the planning cadet has completed their studies, all councils participating in the program will be required to provide an acquittal report to the department providing evidence that demonstrates:

- 1. Council hired a new planning cadet, or committed to upskilling an existing staff member who is not a planner, between 30 June 2023 and 30 June 2024**
Council must identify the name and role of the person whose tuition was paid for using the grant, and may ask the planning cadet to sign up to the Strong Start mailing list from the department.
- 2. The planning cadet is enrolled in a university planning course.**
Council must identify the planning course and university in which the planning cadet is enrolled.

- 3. Council commenced payment of the planning cadet's tuition fees and maintained a complete set of accounting and financial records**
Council must submit invoices from the university showing that council paid for the planning cadet's tuition fees.

If a council is unsuccessful in hiring a new planning cadet or committing to upskilling an existing staff member who is not a planner by 30 June 2024, the full value of the grant must be returned to the department.

If a council returns their grant funding to the department due to their inability to onboard a planning cadet by 30 June 2024, the department may reallocate those funds to other councils, as per the ranking of applications prepared by the evaluation committee.

Program timeframes

Activity	Timeframe
Application period	19 May to 9 June 2023
Evaluation and selection of applications	12 to 16 June 2023
Grant recipients notified	Mid to late June 2023
Funds transferred to council	26 to 30 June 2023
Council acquittal of grant funding	By 30 June 2024, and annually thereafter until the grant funding has been expended



Appendix A: Funding Agreement

Strong Start Cadetship Program

Parties

The Crown in right of the State of New South Wales acting through the Department of Planning and Environment (ABN 20 770 707 468)

and

Insert council name and ABN
as detailed in the **Activity Schedule**.

Background

The Department of Planning and Environment (the Department) and NSW councils are committed to building local capacity and a pipeline of new planners in NSW.

Through ongoing engagement with the local government sector, the Planning Delivery Unit of the Department has conducted detailed research into the planning skills shortage in NSW. To support councils in responding to the planning skills shortage, the Department has designed the Strong Start state-wide program to support NSW councils in connecting with and investing in new planners to grow the pipeline of planners in the NSW labour market (the **Strong Start Program**).

The Department is now expanding the Strong Start Program to include a council planning cadetship program (the **Strong Start Cadetship Program** or 'the **Program**'). Through the Program, the Department provides support to NSW councils to directly address workforce shortages and constraints by providing grant funding to councils.

Council has submitted an application to the Department to participate in the Program and, by signing this Agreement, agrees to accept and use the Funding to carry out the Activity in accordance with its terms.

Subject to the Council's successful application for Funding under the Program, the Department has agreed to provide the Council with the Funding for the purpose of carrying out the Activity and furthering the Program Objectives and Expected Outcomes.

Scope of Agreement

This Agreement is made up of the parts stated in the **General Terms and Conditions**.

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Activity Schedule

Item 1	Department
Name:	The Crown in right of the State of New South Wales acting through the Department of Planning and Environment
ABN:	20 770 707 468
Address for notices:	Locked Bag 5022 Parramatta NSW 2124
Email address for notices:	planningdeliveryunit@dpie.nsw.gov.au
Department Representative:	Name: Rukshan de Silva Position: Director, Regional NSW, Planning Delivery Unit Telephone: +61 409 076 314 Email: rukshan.desilva@planning.nsw.gov.au
Item 2	Council
Name:	
ABN:	
Address for notices:	
Email address for notices:	
Council Representative:	Name: Position: Telephone: Email:
Item 3 Clause 1.2	Agreement Term
	<p>The Agreement provides a Term, from the Agreement Start Date to the Agreement End Date. It is assumed that during the Term of the Agreement:</p> <ol style="list-style-type: none">1. The Funding will be paid: and2. The Activity will be completed. <p>The Agreement can also be terminated prior to the Agreement End Date, if the Department takes steps to do so under Clause 14. Following termination of expiry of the Agreement, there remain some obligations which survive the ending of the Agreement, which are specified in Clause 15.6.</p>
Agreement Start Date:	The date of execution of this Agreement by the last party to execute.
Agreement End Date:	Unless terminated earlier, this Agreement will end on the date that both of the following have occurred: <ol style="list-style-type: none">a. the Department has paid all Funding amounts due, in accordance with this Agreement; andb. the Council has completed the Activity to the Department's satisfaction.

Item 4 **Program and Activity Details**
Clauses 2 and 15.3

Funding Program:	Strong Start Cadetship Program
Grant Guidelines:	Strong Start Cadetship Program Guidelines
Agreement End Date:	The Council must: <ol style="list-style-type: none">1. use the Funding to pay for or contribute to a Planning Cadet’s Tuition Fees, for either part-time or full-time study in an Eligible Planning Course;2. Employ a New Planning Cadet, or have identified and committed to upskill an Existing Employee in the area of planning by 30 June 2024; and3. continue to Employ the Planning Cadet for at least the duration of the Planning Cadet’s study in an Eligible Planning Course, as further specified in Schedule A – Activity Requirements.

Program Objectives and Expected Outcomes	The objectives of the Program are: <ol style="list-style-type: none">1. To address the planning skills shortage in NSW and fill vacancies in council planning teams;2. To incentivise and support councils to employ and develop new planners;3. To grow more planners in regional areas where the planning skills shortage is most severe;4. To help planning graduates without any experience overcome difficulties securing entry-level planning jobs; The expected outcomes of the Program are: <ol style="list-style-type: none">1. An increase in the total number of cadet planners employed at NSW councils;2. An increase in enrolment in eligible planning courses at NSW universities;3. An increase in the pipeline of planners in NSW overall;4. Contribution of the Program to alleviating council capacity issues and planning skills shortages in the long term
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Item 5 **Funding and Payment**
Clauses 2 and 3

Funding:	The total amount of the Funding is \$25,000 (no GST) Interest can be earned on the Funding
Payment:	The Council will issue a Correctly Rendered Invoice to the Department, together with the Council’s executed counterpart of this Agreement. Subject to this Agreement, the Funding will be paid by direct transfer to the Council’s Nominated Account as a lump sum payment.
Nominated Account:	Account name: Account number: Financial institution:

Item 6 **Notified Policies and Standards**
Clause 2

Funding:	<ul style="list-style-type: none">• The NSW Procurement Policy Framework published at buy.nsw.gov.au/policy-library/policies/procurement-policy-framework in so far that it relates to the Activity.• The NSW Grant Administration Guide published at nsw.gov.au/grants-and-funding/grants-administration-guide• The NSW Department of Planning and Environment Code of Ethics and Conduct published at dpie.nsw.gov.au/_data/assets/pdf_file/0008/348992/Code-of-Ethics-and-Conduct.pdf
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**Item 7
Clause 12.3**

Insurance

Type of Insurance	Insured Amount (\$AUD)	Additional period after Agreement termination or expiry
Broad form public liability	\$10 million in respect of each claim and in the aggregate as to the number of occurrences in the policy period	1 year
Professional Indemnity	\$1 million in respect of any one claim	7 years

**Item 8
Clause 1.1**

Additional Conditions

AC1 Indemnities

- a. The Council must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
- (i) the Funding or the Council's participation in the Program;
 - (ii) the Council's breach of this Agreement;
 - (iii) any unlawful or negligent act or omission by the Council, or its Personnel in connection with this Agreement;
 - (iv) any illness, injury or death of any person the Council or its Personnel cause or contribute to, in connection with this Agreement;
 - (v) any loss or damage to real or personal property the Council or its Personnel cause or contribute to, in connection with this Agreement; or
 - (vi) any act or omission by the Council or its Personnel in connection with this Agreement that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.
- b. The Council's liability to indemnify the Department under this Additional condition will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.
- c. The Council's liability to indemnify the Department under this Additional condition does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.

**Item 9
Clause 1.1**

Schedules and Attachments

Schedule A

Activity Requirements

Schedule B

Reporting Requirements

Attachment

Strong Start Cadetship Program Guidelines

Execution

Execution as an Agreement:

Department

Signed for and on behalf of the Crown in right of the State of New South Wales acting through the Department by its authorised signatory but not so as to incur personal liability:

Signature of Authorised Signatory

Signature of Witness

Name of Authorised Signatory

Name of Witness

Position of Authorised Signatory

Address of Witness

By signing this document, the witness states that it witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).

Date

Council

Signed for and on behalf of _____ [Council name]
by its authorised signatory:

Signature of Authorised Signatory

Signature of Witness

Name of Authorised Signatory

Name of Witness

Position of Authorised Signatory

Address of Witness

By signing this document, the witness states that it witnessed the signing of this document over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).

Date

General Terms and Conditions

1. Scope of this Agreement

1.1 Parts of this Agreement and priority

- (a) This Agreement consists of the following parts (in order of precedence):
 - i. These General Terms and Conditions;
 - ii. The Activity Schedule;
 - iii. The Schedules;
 - iv. The Strong Start Cadetship Program Guidelines; and
 - v. Any other documents incorporated by reference.
- (b) If there is any inconsistency between these parts, unless expressly stated otherwise it will be resolved by applying the above order of precedence, with (i) taking highest priority.

1.2 Term

This Agreement will be for the Term unless earlier terminated by either party, or extended by the Department in accordance with this Agreement.

2. The Activity

The Council must, in accordance with this Agreement:

- (a) carry out the Activity:
 - i. in accordance with the Activity Requirements in Schedule A, and so as to promote the Program Objectives and Expected Outcomes;
 - ii. diligently, to a professional standard and ensuring that any Personnel who are engaged on the Activity are appropriately qualified, trained and experienced and hold any required clearances; and
 - iii. in compliance with all applicable laws, the Grant Guidelines and any Notified Policies and Standards;
- (b) not sub-contract the conduct of the Activity or any part of it, without the Department's prior consent; and
 - i. hold all necessary licences, consents and approvals that may be required to conduct the Activity.

3. Funding and Payment

- (a) The Council must use the Funding only for the Activity, during the Term and as otherwise provided under this Agreement.
- (b) Subject to this Agreement, if the Council meets its obligations under this Agreement to the Department's reasonable satisfaction, the Department will pay the Funding to the Council in accordance with the Activity Schedule.
- (c) Unless otherwise agreed, payment will be by direct transfer to the Council's Nominated Account.
- (d) Payment of any amount of the Funding is not an admission by the Department that the Council has met its obligations under this Agreement to the Department's reasonable satisfaction.
- (e) Any interest earned on the Funding must be spent on the Activity unless otherwise approved.
- (f) The Council must immediately deposit and keep all Funding in its Nominated Account, which must be an account, with an Australian branch of an established bank, building society or credit union, which is solely controlled by the Council and allows for the Funding to be separately identified.

4. Goods and Services Tax (GST)

- (a) If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement and the supplier is registered for GST, subject to receipt of a Correctly Rendered Tax Invoice the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- (b) The Council must immediately notify the Department if its GST registration status changes during the Term.
- (c) If, for any reason, the Department pays to the Council an amount under this clause (GST) which is more than the GST imposed on a particular supply by the Council to the Department, the Council must immediately repay to the Department the excess or the Department may set off the excess against any other amounts due to the Council.

5. Withholding Payment and Repayment

- (a) The Department may, by notice, withhold payment of any amount of the Funding if and for so long as it reasonably believes that:
 - i. the Council has not complied with this Agreement;
 - ii. the Council is unlikely to conduct the Activity or administer the Funding in accordance with this Agreement; or
 - iii. the Council's actions will cause damage to the reputation of the Department or its Funding Program.
- (b) If any amount of the Funding:
 - i. has been incorrectly claimed or overpaid;
 - ii. has not been spent in accordance with this Agreement;
 - iii. is surplus to the requirements of the Activity; or
 - iv. is unspent upon termination or expiry of this Agreement,then the Department may, by notice:
 - v. require the Council, within no less than twenty (20) Business Days, to repay that amount to, or to otherwise deal with that amount as directed by, the Department; or
 - vi. deduct that amount from any future payments of Funding, or other funding, payable by the Department to the Council.
- (c) In addition to any other obligation under this Agreement, if the Council has not Employed a New Planning Cadet or has not identified and committed to upskill an Existing Employee on the terms of this Agreement by 30 June 2024, it must repay the Funding in full to the Department by 31 July 2024, or another date as agreed by the parties in writing.
- (d) If the Council does not make any required repayment of Funding under this Agreement by the due date for payment the Department may recover the amount as a debt due to the Department without the need for further proof.

6. Reduction in Funding

- (a) Without limiting other rights under this Agreement, the Department may reduce the Funding agreed but not yet paid to the Council under this Agreement by giving at least 20 Business Days' notice to the Council:
 - i. **(Loss of Funding)** if the Department does not receive sufficient funds from the NSW Parliament or the Commonwealth Government to provide the Funding for the Activity; or
 - ii. **(Change of policy)** if there is a change in NSW Government policy which affects the Funding Program or the Activity.
- (b) If the Funding is reduced under this clause the Department will:
 - i. agree with the Council any necessary consequent variation to this Agreement, for example, by way of reduction in scope of the Activity; and
 - ii. pay the Council's reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the reduction in the Funding and any consequent variation to the Agreement ("Reduction in Funding Costs"), provided that:
 - A. the Council uses its best efforts to minimise its Reduction in Funding Costs; and
 - B. the total amount of Reduction in Funding Costs payable will not exceed the total amount of unpaid Funding forfeited through reduction in the Funding under this clause 6 (Reduction in Funding).

7. Acknowledgement of Funding and Publicity

- (a) The Council must:
 - i. ensure that all public statements relating to the Activity, the Program or the Funding acknowledge the provision of the Funding by the Department and the Department's support and comply with the applicable **NSW Government Guidelines**.
 - ii. comply with any Department requirements in respect of the form and content of any acknowledgement of Funding, as specified in the Activity Schedule; and
 - iii. not use Department or NSW Government branding or logos except with the Department's prior consent and in accordance with the NSW Government's Style Manual.
- (b) If requested, the Council must use best efforts to ensure the Department and its Minister are given a reasonable opportunity to participate in media coverage or other promotion of the Activity.
- (c) The Department may publicise and report on the provision of the Funding to the Council, including the amount and purpose of the Funding, a brief description of the Program and the nature and outcomes of the Activity.
- (d) If requested, the Council must promptly remove its acknowledgement of the Funding and any Department or NSW Government logo from any material relating to the Activity if the Department reasonably requests it (for example, if the Department determines that the Activity is not consistent with the Activity the Program Objectives and Expected Outcomes).
- (e) The Council must not make any public announcements relating to the Funding prior to the Department making an announcement on the same subject matter, unless prior approval for the announcement has been given by the Department to the Council.

8. Reports and Review

8.1 Reports

- (a) The Council must provide:
 - i. the required Reports in relation to its conduct of the Activity, as and when required by this Agreement and Schedule B; and
 - ii. any additional reports or information that may be reasonably requested by the Department from time to time, for example to address specific issues of concern, as and when requested.
- (b) If the Department does not accept a Report as satisfactory, the Council must submit a revised Report within ten (10) Business Days of the Department's request.

8.2 Review

- (a) The Department will regularly review (either directly or through a third party contractor acting as the Department's authorised representative) the Council's implementation of this Agreement, including:
 - i. its conduct of the Activity including as against the Program Objectives and Expected Outcomes; and
 - ii. its expenditure of the Funding.
- (b) To facilitate the Department's review the Council must, on reasonable notice:
 - i. make appropriate Personnel available to meet with, and/or discuss, the implementation of the Agreement with the Department or its authorised representative;
 - ii. make available to the Department or its authorised representative, for inspection and the making of copies as appropriate, all relevant Records reasonably requested and assist the Department in that inspection and the obtaining of any requested copies; and
 - iii. allow the Department or its authorised representative reasonable access to any site of the Activity to inspect the conduct of the Activity.

9. Records

The Council must:

- (a) keep and maintain adequate financial and operational Records in respect of its implementation of this Agreement, including Records of:
 - i. its conduct of the Activity; and
 - ii. its receipt and expenditure of the Funding;
 - iii. during the Term and for seven (7) years following termination or expiry of this Agreement; and
- (b) provide copies of these Records to the Department upon request.

10. Industrial and Intellectual Property (IP)

- (a) Subject to clause **10(b)**, unless otherwise stated in the Activity Schedule, the Council owns the Industrial and Intellectual Property (IP) in the Activity Material.
- (b) This Agreement does not affect ownership of IP in Existing Material.
- (c) The Council grants (and will ensure any relevant third party IP owners grant) the Department and the State a permanent, non-exclusive, irrevocable, royalty-free, transferable licence (including the right to sub-license) to use, reproduce, communicate, publish, adapt and modify the Activity Material for non-commercial, government purposes.
- (d) The Council must obtain, and, if requested, provide to the Department in conjunction with the required Annual Report and Financial Acquittal, signed Moral Rights consents from all creators of the Activity Material:
 - i. if specified in the Activity Schedule that authorship will be acknowledged, to their use and adaptation by the Department and the State without restriction, subject to acknowledgment of the authorship of the creator; or
 - ii. otherwise, to their use and adaptation by the Department and the State without restriction or any requirement to attribute authorship to the creators.
- (e) If requested by the Department, the Council must provide the Department with a copy of any Activity Material in the format reasonably requested.
- (f) The Council warrants that the use of Activity Material in accordance with this Agreement will not infringe any third party's IP rights.

11. Confidentiality and Privacy

11.1 Confidential Information

- (a) Neither Party may disclose the other's Confidential Information without its prior consent unless the disclosure:
 - i. is required or authorised by law, Parliament, the Department's responsible Minister or by this Agreement;
 - ii. is reasonably required by a person, including a contracted auditor of the Department, for the purpose of performing this Agreement;
 - iii. is required for the Department to perform a governmental function including research and analysis in respect of the Funding Program, monitoring performance of this Agreement, evaluation of the outcomes of this Agreement and/or the Funding Program and reporting on the Funding Program; or
 - iv. is to that Party's own professional advisers for the purpose of obtaining advice, or to its insurer for the purpose of claim management.
- (b) Each Party will ensure that any third party to which it discloses Confidential Information under a permitted disclosure is made aware of the confidential nature of the information.

11.2 Compliance with Privacy Legislation

To the extent that it deals with Personal Information in conducting the Activity including any requirements with regards to the Personal Information of a Planning Cadet; the Council must:

- (a) comply, and ensure that its Personnel comply, with applicable Privacy Legislation;
- (b) not cause the Department to breach any obligations imposed by the *Privacy and Personal Information Protection Act 1998*; and
- (c) immediately notify the Department if it becomes aware of an actual or potential breach of privacy.

11.3 Disclosure of Information

- (a) The Council acknowledges that, under the *Government Information (Public Access) Act 2009* (NSW), the Department may be required to publicly disclose certain information about this Agreement.
- (b) The Council agrees, on the request of the Department, to coordinate with the Department in connection with any request received by the Department for the release of information under the *Government Information (Public Access) Act 2009* (NSW).

12. Risk Management

12.1 Council representations and warranties

The Council represents and warrants that, as the date of its execution of this Agreement:

- (a) **(information)** all information provided by it to the Department is true and correct;
- (b) **(authority)** it has full power and authority to enter into this Agreement and to perform its obligations;
- (c) **(validity)** the execution, delivery and performance of the Agreement by it has been validly authorised;
- (d) **(skills, expertise)** it has the expertise, skills, qualifications and resources required to perform its obligations under the Agreement;
- (e) **(no conflict of interest)** other than those (if any) disclosed in its Funding application, to the best of its knowledge, neither the Council nor its Personnel have any actual, perceived or potential conflicts of interest in relation to the Activity; and
- (f) **(no adverse proceedings)** it is not aware of any circumstances, including any financial circumstances or litigation or other proceedings that are taking place, pending or threatened, which might affect its ability to perform the Agreement.
- (g) **(working with children)** it has ensured that its officers, agents, subcontractors and volunteers engaged in child-related work (if applicable), have working with children check clearance, as required under the *Child Protection (Working with Children) Act 2012*.

12.2 Notice of adverse events

- (a) The Council must promptly notify the Department as soon as it becomes aware of:
 - i. any material change to any representation and warranty given under this Agreement;
 - ii. any significant delay or suspension of the Activity, including if the Activity is inactive for more than forty (40) Business Days; or
 - iii. any other matter that is reasonably likely to adversely affect its conduct of the Activity or its performance of this Agreement;
- (b) and, in consultation with the Department, take available steps to lessen the impact of any such adverse event.

12.3 Insurance

- (a) The Council must procure and maintain, with a reputable insurance company, each of the following policies:
 - i. Broad form public liability insurance (incorporating products liability insurance) for the minimum amount specified in the Activity Schedule in respect of each and every occurrence and unlimited in the number of such occurrences over any one period of cover, during the Term and for any additional period post termination or expiry specified in the Activity Schedule.
 - ii. Workers' compensation in accordance with applicable legislation in respect of all employees of the Council.
 - iii. Any other policy specified in the Activity Schedule.
- (b) The Council must, on request, produce evidence satisfactory to the Department that its required insurance policies are current.

13. Disputes

- (a) The Parties must attempt to settle any dispute in relation to this Agreement in accordance with this clause **13** (Disputes) before resorting to court proceedings or other dispute resolution process.
- (b) A Party claiming that a dispute has arisen, must give written notice of the dispute to the other Party. On receipt of this notice the Parties must within ten (10) Business Days of receipt seek to resolve the dispute.
- (c) If the dispute is not resolved within this ten (10) Business Day period or within such further period as the Parties agree in writing then the dispute is to be referred to the Australian Commercial Dispute Centre ("ACDC") for mediation.
- (d) The mediation shall be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (e) If the dispute is not settled within twenty (20) Business Days (or such other period as agreed in writing) after appointment of the mediator, or if no mediator is appointed within twenty (20) Business Days of the referral of the dispute to mediation, the Parties may pursue any other procedure available at law for the resolution of the dispute.

- (f) If the Department requests it, the Council must continue performing this Agreement while a dispute is being dealt with in accordance with this Clause 13 (Disputes), to the extent practicable to do so.
- (g) Nothing in this clause 13 (Disputes) will prevent either Party from seeking urgent interlocutory relief.

14. Termination

14.1 Termination by the Department for cause

Without limiting other rights under this Agreement or at law, the Department may terminate this Agreement with immediate effect by giving notice to the Council, if:

- (a) **(Breach capable of remedy)** the Council breaches a provision of this Agreement and fails to remedy the breach within twenty (20) Business Days following receipt of a notice requiring the Council to do so (or such longer period as determined by the Department);
- (b) **(Breach not capable of remedy)** the Council breaches a provision of this Agreement and, in the Department's reasonable opinion, the breach is incapable of remedy;
- (c) **(Inappropriate conduct)** in the Department's reasonable opinion, the Council's actions will cause damage to the reputation of the Department or its Funding Program;
- (d) **(Change in Control)** there is a Change in Control of the Council that, in the Department's reasonable opinion, renders the Council no longer eligible to receive the Funding;
- (e) **(Insolvency)** to the extent permitted by Law, the Council becomes insolvent, resolves to go into administration or liquidation, or if a summons for its winding up is presented to a Court or it enters into any scheme of arrangement with its creditors;
- (f) **(Material Change in Circumstances)** in the Department's reasonable opinion, there has been a material change in circumstances of the Council's financial position, structure or identity.

14.2 Termination by Department without cause

- (a) Without limiting other rights under this Agreement or at law, but subject to the terms of this clause 14.2 (Termination by Department without cause) the Department may terminate this Agreement without cause (and without the need to give reasons) by giving at least twenty (20) Business Days' notice to the Council.
- (b) If the Department terminates this Agreement without cause under this clause 14.2 (Termination by Department without cause) the Department will pay the Council's reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the termination ("Early Termination Costs"), provided that:
 - i. the Council uses its best efforts to minimise its Early Termination Costs; and
 - ii. the total amount of Early Termination Costs payable will not exceed the total amount of unpaid Funding forfeited through termination under this clause 14.2 (Termination by Department without cause).

14.3 On termination

Unless otherwise agreed, the Council must, within ten (10) Business Days of termination:

- (a) **(Return unspent Funding)** repay to the Department, in accordance with its direction, any unspent Funding;
- (b) **(Provide Reports and other Material)** provide to the Department:
 - i. any Reports due to, or otherwise reasonably requested by, the Department; and
 - ii. any Activity Material which is owned by, or licensed to, the Department under this Agreement, in a format, and with associated explanatory material, which permit the Department to exercise its IP rights in respect of that Activity Material;
- (c) **(Return Confidential Information)** return any Confidential Information provided by the Department; and

On termination or expiry of this Agreement:

- (a) accrued rights and obligations are not affected;
- (b) the Department is released from, and has no liability for, any Claims or liabilities including from any third party, arising from or in connection with Department's termination under this clause;
- (c) This clause does not exclude or reduce the rights of either party arising by operation of the common law or statute or the other terms of this Agreement.

15. General

15.1 Relationship

- (a) The Council acknowledges that neither the Council nor any of its Personnel are employees, partners or agents of the Department.
- (b) The Council must not, and must ensure that its Personnel do not, represent that the Council or a member of its Personnel is an employee, partner or agent of the Department.

15.2 Variations, consents and waivers

All variations to this Agreement and all consents, approvals and waivers must be in writing (including by exchange of email) and variations must be signed by both Parties.

15.3 Subcontracting and assignment

- (a) The Council must not:
 - i. subcontract any part of the Activity; or
 - ii. assign its rights under all or any part of this Agreement,without the prior written consent of the Department.
- (b) Any consent given by the Department in accordance with this clause **15.3** (Subcontracting and assignment) does not relieve the Council of its obligations under this Agreement.

15.4 Notices

- (a) A notice under this Agreement must be in writing and delivered to the address or email address of the Council Party as specified in the Activity Schedule or as that Party otherwise directs. A notice under this Agreement will be taken to be delivered:
 - i. if by hand or by registered post, on delivery to the Party's address for service and a signature is received as evidence of delivery;
 - ii. if by post (other than registered post), on the sixth (6th) Business Day after posting;
 - iii. if by email, upon receipt by the sender of confirmation of delivery notification from an email server or a written acknowledgement from the recipient).
- (b) Notwithstanding the immediately preceding subclause if a notice is delivered or received on a day that is not a Business Day, or is delivered or received later than 5.00 pm (Sydney, New South Wales time), it will be taken to have been given or made at 9.00 am on the next Business Day.

15.5 Counterparts

This Agreement may be executed in any number of counterparts which taken together will form one agreement.

15.6 Survival

The following clauses survive termination or expiry of this Agreement: clause **5** (Withholding payment and repayment); clause **8** (Reports and review), clause **9** (Records); clause **10** (IP); clause **11** (Confidential Information); clause **12.3** (Insurance); clause **13** (Disputes); clause **14.2** (Termination by Department without cause); clause **14.3** (On termination); this clause **15.6** (Survival); clause **15.7** (Governing law and jurisdiction) and any other clause which by its nature is intended to survive this Agreement.

15.7 Governing law and jurisdiction

The Agreement is subject to and must be construed in accordance with the laws for the time being in force in New South Wales and the Parties submit to the non-exclusive jurisdiction of courts of New South Wales.

15.8 Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties as to its subject matter. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

15.9 Waiver and exercise of rights

Failure or omission by the Department at any time to enforce or require strict or timely compliance with any provision of the Agreement will not in any way affect or impair that provision or the right of the Department to avail itself of the remedies it may have in respect of any breach of a provision.

15.10 Severability

If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

15.11 Electronic Signature and Exchange permitted

(a) In relation to the electronic exchange of documents:

- i. Parties may exchange executed counterparts of this Agreement, or any other document required to be executed under this Agreement, by delivery from one Party to the other Party by emailing a pdf (portable document format) copy of the executed counterpart to that other Party as an attachment to an email or by transmitting the executed counterpart electronically via a secure digital platform such as DocuSign (“Electronic Delivery”); and
 - ii. Electronic Delivery of an executed counterpart will constitute effective delivery of the executed counterpart as if the original had been received, from the date and time that the email was sent, provided that the sending Party does not receive a delivery failure message within a period of 24 hours of the email being sent.
- (b) Electronic signatures complying with a law applicable in New South Wales will be deemed original signatures for the purposes of this Agreement and any variations of this Agreement and any such digital, scanned or electronically applied signature is to be treated in all respects as having the same effect as an original signature

16. Interpretation

16.1 Definitions

In this Agreement, unless the context otherwise dictates, where appearing with a capital letter:

Activity Material means any Material (including the Reports) created or developed by the Council in conducting the Activity and/or performing this Agreement and includes any Existing Material that is incorporated in or supplied with the Activity Material.

Agreement means this Agreement as described in clause 1.1.

Activity Schedule means the Activity Schedule forming part of this Agreement.

Business Day means any day which is not a Saturday, Sunday or gazetted public holiday in the State of New South Wales.

Change in Control means any change during the Term in any person(s) who directly or indirectly exercise/s effective control over the Council (including the ability to determine the outcome of decisions about the financial and operating and other policies of the Council) by holding the majority of voting shares, units or other interests in the Council or by any other means, but does not include a change in respect of a local council if that change is due to an election.

Claim means all proceedings, applications, actions, claims, suits, demands, losses (including, except to the extent otherwise agreed in writing, costs, damages, expenses and liability, including consequential loss, indirect loss, loss of profit, loss of revenue, damages for loss of opportunity and legal costs), which may be brought against, made upon, or incurred by the Department, the State or their Personnel.

Confidential Information means any written or oral information of a Party that:

- (a) is by its nature confidential;
- (b) is designated as confidential; or
- (c) the receiving Party knows or ought to know is confidential,

but does not include information which is or becomes public knowledge other than by breach of this Agreement.

Conflict of Interest means a situation where the exercise of a person’s duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

Correctly Rendered Tax Invoice means a tax invoice that:

- (a) complies with the requirements of the GST Law;
- (b) sets out details of the Activity for which the Funding is claimed, applicable GST and the total amount payable; and
- (c) is in accordance with the Department's Fact Sheet and contains any other details and is accompanied by any other supporting information reasonably required by the Department.

Council means the entity identified as such in the Activity Schedule.

Department means the entity identified as such in the Activity Schedule.

Eligible Planning Course has the meaning given to that term in Schedule A.

Employ means the employment of a Planning Cadet by the Council as required by this Agreement, which may otherwise be on terms as agreed by the Council and the Planning Cadet (for example, full-time, part-time or casual employment). For the avoidance of doubt, all salary and other costs associated with the employment of a Planning Cadet must be paid by the Council.

Existing Material means Material developed independently of this Agreement by either Party and includes Existing Material that is incorporated in or supplied as part of the Activity Material.

Financial Acquittal has the meaning given to that term in Schedule B – Reporting Requirements.

Funding Program means the funding program identified as such in the Activity Schedule.

GST has the meaning given to this term in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), related legislation and any delegated legislation.

IP means all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trade marks, trade secrets, plant breeder's rights, business or company names or other proprietary rights.

Material includes all forms of works and subject matter in which IP may subsist, created or stored by any means, including (without limitation) documents, equipment, designs, templates, computer programs, software and applications, products, processes, devices, technologies, information and data.

Moral Rights means those rights recognised as belonging to the author or creator of Intellectual Property and includes, without limitation, those rights recognised under Part IX of the *Copyright Act 1968*, including the right of attribution, the right against false attribution and the right of integrity of creatorship.

Parties means the parties to this Agreement and **Party** means either one of them.

Party's Representative means, in relation to each Party, the person named as such in the Activity Schedule or such other person as the Party may, from time to time, nominate in writing.

Personal Information has the meaning contained in the *Privacy and Personal Information Protection Act (1998)* (NSW).

Personnel means any person employed or engaged by a Party.

Planning Cadet means a person employed by the Council who is:

- (a) a new employee of the Council, employed in a trainee capacity within the area of planning (**New Planning Cadet**); or
- (b) an existing employee of the Council, employed in a non-planning role at the Agreement Start Date, who the Council has committed to upskill in the area of planning by supporting their study in an Eligible Planning Course (**Existing Employee**).

For the purposes of this Agreement, the Planning Cadet must be enrolled as a student in an Eligible Planning Course.

Department means the entity identified as such in the Activity Schedule.

Privacy Legislation means the *Privacy and Personal Information Protection Act 1998 (NSW)*, *Health Records and Information Privacy Act 2002 (NSW)* and the *Privacy Act 1988 (Cth)* and includes any directions, regulations, codes of practice and principles made under these Acts.

Records includes documents, information and data stored by any means and all copies and extracts of the same.

Reports means the reports specified in the Schedule B – Reporting Requirements including the Annual Report and Financial Acquittal.

State means the Crown in right of the State of New South Wales.

Supply has the meaning given to this term by the GST Law.

Term means the duration of this Agreement as specified in the Activity Schedule or until the date on which this Agreement is terminated, whichever occurs first.

Tuition Fees means the fees associated with enrolment as a student at a university for one or more academic years of study (with either a part time or full time study load). For the purposes of this Agreement, the Tuition Fees must relate to an Eligible Planning Course.

16.2 Construction

Except where the context otherwise requires:

- (a) A reference to a statute, regulation, ordinance or by-law will be deemed to extend to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing that law from time to time.
- (b) A reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable.
- (c) Where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase shall unless the context otherwise requires have a corresponding meaning.
- (d) No rule of construction operates to the detriment of a Party only because that Party was responsible for the preparation of this Agreement or any part of it.
- (e) Where there occurs a reference to the doing of anything by the Department including giving any notice, consent, direction or waiver, this may be done by any duly authorised officer of the Department.
- (f) Where the Council is comprised of more than one person, each obligation of the Council will bind those persons jointly and severally and will be enforceable against them jointly and severally.
- (g) The headings and contents list in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- (h) Where the Department is required to act reasonably in the performance of this Agreement, that shall be read as a requirement to act as would a Party in the position of the Department which is acting reasonably in its own best interests.
- (i) A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- (j) Persons will be taken to include any natural or legal person.

Schedule A – Activity Requirements

1. The Council must use the Funding to pay for or contribute to the Tuition Fees associated with a Planning Cadet's enrolment as a student in a tertiary level planning course at a NSW university, as specified in Table 1 (**Eligible Planning Course**).
2. If the Tuition Fees exceed the Funding, the Council can choose to contribute the remaining Tuition Fees or require the Planning Cadet to pay the remaining Tuition Fees themselves.
3. The Council must enter into a separate agreement with each Planning Cadet on terms consistent with this Agreement including acknowledging the Program and Activity requirements.
4. The parties acknowledge and agree to the following requirements in relation to the Activity:
 - (a) The Council cannot use the Funding to pay Tuition Fees for existing planning cadets, that is, staff employed by the Council in a planning role at the Agreement Start Date. The Program requires councils to employ additional planning cadets.
 - (b) However, the Council can use the Funding to upskill Existing Employees who are interested in undertaking study to support their transition into a planning role.
 - (c) If there is remaining Funding after the Council has paid for a Planning Cadet's Tuition Fees during the Term, the Council may use remaining Funding to pay for the Tuition Fees of an additional Planning Cadet. If the Funding is used to pay the Tuition Fees of more than one Planning Cadet, any obligations of the Council under this Agreement apply with respect to those additional Planning Cadets (except the obligation to have employed any additional New Planning Cadets or have identified any additional Existing Employees, as applicable, by 30 June 2024).
 - (d) Any unspent Funding that is not paid towards Tuition Fees must be repaid to the Department at the end of the Term, in accordance with clauses **5(b)** and **14.3(a)**.

Table 1 – Eligible Planning Course

University	Name of Course
Macquarie University	Bachelor of Planning
Macquarie University	Master of Planning
University of New England	Undergraduate Certificate in Urban and Regional Planning
University of New England	Diploma in Town Planning
University of New England	Bachelor of Urban and Regional Planning
University of New England	Graduate Diploma of Urban and Regional Planning
University of New England	Master of Urban and Regional Planning
University of New South Wales	Bachelor of City Planning (Hons)
University of New South Wales	Bachelor of City Planning (Hons)/ Bachelor of Laws
University of New South Wales	Master of City Planning
University of Sydney	Master of Urban and Regional Planning
University of Sydney	Master of Urbanism –Urban and Regional Planning Specialisation
University of Technology Sydney	Graduate Certificate in Urban Planning and Design
University of Technology Sydney	Graduate Certificate in Planning
University of Technology Sydney	Master of Urban Planning
University of Technology Sydney	Master of Urban Design
University of Technology Sydney	Master of Urban Planning
University of Technology Sydney	Master of Planning
University of Technology Sydney	Master of Property Development and Planning
Western Sydney University	Bachelor of Planning (Pathway to Master of Urban Management and Planning)
Western Sydney University	Master of Planning

Schedule B – Reporting Requirements

Report Name	Required content	Reporting Period and date for submission	Form and method of delivery	Special requirements
Annual Report and Financial Acquittal	<p>Report on the conduct of the Activity during the Term and the relevant annual Reporting Period and financial acquittal providing evidence that demonstrates:</p> <ol style="list-style-type: none"> 1. Council employed a New Planning Cadet or identified and committed to upskill an Existing Employee between 30 June 2023 and 30 June 2024; 2. Council must identify the name of the Planning Cadet, and may also provide their email address and phone number so they can be included on mailing lists for future Strong Start programs 3. The Planning Cadet is enrolled in an Eligible Planning Course at a NSW university. Council must identify the Eligible Planning Course and university in which the Planning Cadet is enrolled. Any reports after the report due on 30 June 2024 must provide a summary of the Planning Cadet's Employment with the Council during the relevant Reporting Period. 4. Council commenced payment of the Planning Cadet's Tuition Fees, including submitting: <ol style="list-style-type: none"> (a) invoices from the university showing that Council paid for the Planning Cadet's Tuition Fees, or any part of the Tuition Fees using the Funding during the relevant Reporting Period; (b) a complete set of accounting and financial records have been maintained by Council in relation to its administration of the Funding over the Term and any subsequent Reporting Periods. <p>An assessment of the Activity's contribution to Program Objectives and Expected Outcomes, if required by the Department. Any additional information which may be reasonably required by the Department.</p>	By 30 June 2024, and by 30 June of each following year until the Planning Cadet has completed their study in the Eligible Planning Course.	Report to be submitted via email to planningdeliveryunit@dpie.nsw.gov.au	Annual Report and Financial Acquittal to be signed by Council's Managing Director/ Chief Executive Officer or equivalent.

Department of Planning and Environment

For all enquiries, contact:

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