



## Policy

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### STRATEGIC PARTNERSHIPS FRAMEWORK AND POLICY

Strategic Outcome:	Good government	
Date of Adoption:	20 July 2022	Minute Number: 198
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Responsible Officer:	Chief Executive Officer	
Document Control:	New Document	
Delivery Program Link:	<i>2.2 Strengthen strategic relationships and partnerships with community, business and government</i>	

#### 1. POLICY STATEMENT

The Berrigan Shire Council (the Council) aims to be recognised as the Shire that builds on and promotes our natural assets and advantages to create employment and economic activity to attract residents, families and tourists. To achieve our aim, the Council's Strategic Plan 2022 – 2032 commits us to several objectives including to:

- strengthen strategic relationships and partnerships with community, business and government;
- ensure Council operations, partnerships and co-ordination of resources contribute toward the implementation of the Strategic Plan; and
- participate in networks that promote regional and cross-border collaboration, planning and service delivery.

To achieve these objectives, the Council intends to consider a broad range of working arrangements and resourcing options. Part of this process is an assessment of partnership arrangements with a variety of public sector agencies, businesses, not for profit organisations and community groups.

This framework and policy is directed towards giving clear direction to all when dealing with Strategic Partnership arrangements with the Council, and being open and transparent in the arrangements entered into by the Council.



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### 2. PURPOSE

The purpose of this policy is to implement a framework for consistently establishing and managing Strategic Partnership arrangements entered into by the Council.

Responsible officers of Council's administration must ensure:

- all Strategic Partnership arrangements entered into are in accordance with this policy;
- a central register is kept of all formal Strategic Partnership arrangements entered into, including the parties, the purpose of the arrangement and its duration;
- all Strategic Partnership arrangements are formally reviewed on a regular basis to ensure alignment with the Council's current priorities and strategic outcomes; and
- criteria for evaluation and approval of proposals are provided to ensure consistency, transparency and direct alignment of resources with core organisational responsibilities and strategic priorities, and to maximise the benefits and minimise the risks associated with Strategic Partnership arrangements.

This policy is based on key principles and guidance for entering into Strategic Partnerships as provided in the *Public Private Partnership (PPP) Guidelines* issued by the Office of Local Government. It should be recognised however that not all Strategic Partnerships will be Public Private Partnerships and will therefore not be subject to the PPP Guidelines.

The Council aims to ensure consistency, transparency and direct alignment of resources with core organisational responsibilities and government and Council priorities when entering into a Strategic Partnership arrangement, and to maximise the benefits and minimise the risks associated with partnership arrangements.

Council's motivation in entering Strategic Partnerships is to access pools of resources and expertise not generally available, and thereby assist Council to improve its delivery outcomes and leverage Council resources more effectively.

The policy provides guidance to management of Strategic Partnership arrangements. While most partnerships are expected to result from invitations from the Council, some may result from unsolicited requests or offers from external organisations.

### 3. SCOPE

This policy applies to Strategic Partnership arrangements as described in the definition section below.

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The underlying pretext of any Strategic Partnership arrangement is that is:

- must be tied to the success of a core goal or strategic objective of the Council as outlined in its suite of Integrated Planning and Reporting documents;
- should be critical to the development or maintenance of core competencies;
- mitigate identified risks to Council and be included in Council's risk register;
- create or maintain a strategic advantage for the Berrigan Shire community; and
- broaden Council's reach to engage more successfully with the community.

All Strategic Partnerships must meet the requirements of Part 6 Chapter 12 of the *Local Government Act 1993* (the Act) and the PPP Guidelines.

All Strategic Partnerships must consider the intent of the Council's Strategic Partnerships White Paper.

### 4. DEFINITIONS

**Council** is the Berrigan Shire Council

**Memorandum of Understanding** is a legally non-binding agreement between Council and at least one other part outlines terms and details of relationship between the parties noting each party's requirements and responsibilities. It is not intended these documents will give rise to a legally enforceable agreements, nor imply legal commitment to undertake or not undertake particular actions or projects.

**Public Private Partnership** is defined as per the PPP Guidelines as an "arrangement whereby a council joins with a private person or entity to provide public infrastructure, a facility and / or service *where the Council retains an interest, liability or responsibility.*

**Strategic Partnership** is an agreement between two or more organisations intended to create shared benefit and accept shared risk of equal or similar value. Partnerships may allow for the sharing of resources to assist with efficient delivery outcomes.

### 5. PRINCIPLES

#### 5.1 General principles

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The Council will only enter into Strategic Partnership arrangements:

- for activities that are aligned with the Council's objectives and values as outlined in the Community Strategic Plan;
- for specific projects, programs, or services, where it can identify mutual benefits and complementary aims with the Strategic Partner; and / or
- with organisations that have complementary objectives and values to the Council.

Activities that are suitable for a Strategic Partnership arrangement should not include the Council's operational or core activities.

As per the PPP Guidelines, the following cannot be considered as either Strategic Partnerships or Public Private Partnerships:

- the contracting of services by Council from the private sector (these are subject to tender requirements);
- council business units or staff working for a private party, under a contract or a tender on a full cost recovery (or for profit) basis;
- where Council receives a bequest or donation of land, facility or building from a private party to act as trustee;
- leasing or licensing of Crown or Community land to a private person where the requirements of the Act are followed;
  - council sales of property (including operational land);
  - any arrangements which related to planning agreements, local infrastructure contributions, special infrastructure contributions etc.; or
  - any arrangements related to developer contributions to the construction of water management works.

### 5.2 Key Principles

The key principles of a Strategic Partnership have been developed with reference to the PPP Guidelines:

1. A Strategic Partnership should not impose or imply conditions that would limit or appear to limit the Council's ability to carry out its functions fully and impartially.
  2. There should be no real or apparent conflict between the objectives and values of the Council and those of the Strategic Partner.
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3. The Council will not accept or enter into a Strategic Partnership from/to a person or organisation that is or is likely to be interfere with Council's regulatory functions.
4. A Strategic Partnership arrangement of the Council or a Council activity should not involve explicit endorsement of the Strategic Partner or of its products or services.
5. Where a Strategic Partnership takes the form of the provision of a product, the product will be evaluated for its fitness for the purpose against the objective criteria which are relevant to the Council's needs.
6. Councillors and Council employees must not receive any personal benefit from the Strategic Partnership.
7. In general, the public interest is best served through making Strategic Partnership arrangements widely known. On this basis, Strategic Partnerships for high risk projects in particular should be sought by calling for expressions of interest as outlined in the PPP Guidelines. Where the Strategic Partnerships are sought to address matters that do not meet the high risk threshold, then more broadly based mechanisms may be used (such as Memorandums of Understanding).
8. All Strategic Partnerships will be assessed against pre-determined criteria which will either be published in advance of seeking an Expression of Interest or which will be circulated to organisations prior to the development of any formal document.
9. All medium risk and above Strategic Partnerships must include a formal written agreement. Those assessed as low risk may take the form more of a network opportunity, though any formal projects agreed to must meet the conditions of the PPP Guideline.
10. The form of an Memorandum of Understanding to be used in included at [Appendix A](#).
11. All formalised Strategic Partnership arrangements must be approved by resolution of Council.
12. All Strategic Partnerships which meet the high risk threshold must adhere to the processes outlined in the PPP Guideline.
13. Sufficient resources must be made available to enable the promised benefits to be delivered.

## 6. POLICY

### 6.1 Assessment of Proposals

Whilst it is more likely that Council will approach other parties to enter into Strategic Partnership arrangements, circumstances may arise in which the Council is asked to partner

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with an external body. In these circumstances, such requests will be considered and should include:

- full details of the organisation, including purpose and governance structure;
- the reason for approaching the Council and any details of existing arrangements;
- full details of the event, activity, program and any associated timeframes (where applicable);
- the expected outcomes and benefit to be gained from the partnership;
- alignment with Council's strategic outcomes and objectives;
- details of any proposed media and promotional coverage (where applicable);
- scope and duration of the strategic partnership;
- details of other strategic partners;
- benefits to the Council of being engaged as a Strategic Partner;
- how the partnership will support the values, objectives and vision of the Council; and
- details of the inputs required of the Council.

The Council may, subject to the information provided above, request additional information.

The Council will then assess all requests for Strategic Partnerships against:

- the requirements of the *Unsolicited Proposals: Guide for Submission and Assessment* (where applicable)
- the requirements of the *Public Private Partnership Guidelines*
- the stated benefits to the Council resultant of the Strategic Partnership
- a full risk assessment based on Council's Risk Management Framework and Policy
- relevance of the Strategic Partnership outcomes to the Council's Community Strategic Plan, Delivery Program, Operational Plan, vision and values
- the ability of the Council to adequately evaluate and assess the success of the Strategic Partnership
- agreement on the expected level of Council acknowledgement / funding / engagement

All requests for Strategic Partnerships will be referred to the Chief Executive Officer who will:

1. complete a summary assessment of the proposal against the criteria set out above;
2. refer the request to the Council to determine the suitability of the Strategic Partnership and / or any funding associated with implementation of the Strategic Partnership;



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3. negotiate a formal agreement with the organisation if directed by Council
4. present any agreed Memorandum of Understanding to Council for consideration prior to execution of the document; and
5. implement, manage report on the success or otherwise of the Strategic Partnership

Records will be kept of all assessments and comments for feedback to help ensure transparency of decision-making. The records will include the original proposal, all relevant correspondence, media releases and other collateral material and a formal evaluation of the agreement.

An evaluation of all projects and / or outcomes will be evaluated against the initial agreement, including the proposed benefits and anticipated costs. A report on the evaluation will be provided to Council at least annually and at the end of each project (depending on the agreement relationship).

### **6.2 Receiving Strategic Partnership Arrangements**

Strategic Partnerships may offer the Council an opportunity to advance its objectives and values.

Projects which may be suitable for seeking Strategic Partners would be those that:

- promote the Council's strategic objectives and values;
- are enhanced by participation or support by content experts;
- are not compromised by the participation or involvement of the Strategic Partner;
- provide a benefit or value to the Council, its stakeholders, or the broader community; and
- avoid, or at least minimise, costs to the Council.

All proposals will include the success criteria that defines the grounds upon which a sponsorship or Strategic Partnership will be entered into. The criteria has regard to the organisational fit, benefits, values, risk and costs associated with accepting the Strategic Partnership arrangement. Additionally, such consideration will occur independently of any discussions or consultations with potential strategic partners.

However, in accordance with the PPP Guideline and in recognition of the Council as a regulatory and government agency, direct investment in private business through Strategic Partnerships, will only be considered in exceptional circumstances.

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It should be recognised that a Memorandum of Understanding (MOU), whilst not necessarily giving rise to a PPP arrangement as such, may provide the framework in which a project or projects are to be undertaken, that could give rise to a PPP arrangement. The CEO is therefore responsible for assessing any projects which may arise as part of an MOU that could require the application of the PPP Guideline.

Consideration criteria should include a minimum of the following:

<p><b>Benefits to the Council</b></p>	<ul style="list-style-type: none"> <li>• increased opportunity to reach the community</li> <li>• opportunity to foster better working relationships with stakeholders and / or the community</li> <li>• increased networks for promotion and advertising</li> <li>• promotion of the Council's values and objectives</li> <li>• opportunity to promote the work of the Council through increased access to resources</li> <li>• increased opportunity to promote learning, awareness and work of the Council</li> <li>• opportunity to promote the statutory and regulatory functions of the Council</li> </ul>
<p><b>Risks for the Council</b></p>	<ul style="list-style-type: none"> <li>• partner fails to deliver its commitment</li> <li>• behaviour by strategic partner is inconsistent with the Council's values and objectives</li> <li>• independence (or perception) of the Council is damaged</li> <li>• ability for the Council to exercise its regulatory function is adversely impacted</li> </ul>

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	<ul style="list-style-type: none"> <li>• negative reputational impact for the Council</li> </ul>
<b>Strategy for risks to the Council</b>	<ul style="list-style-type: none"> <li>• Strategic partnership be suspended if a failure to delivery or a breach occurs</li> <li>• Future strategic partnerships should be considered in determining ongoing arrangements</li> <li>• Transparency of arrangements entered into are included on the Council's website as part of its Annual Report</li> </ul>

All Strategic Partnership arrangements will be assessed against set criteria, which will be developed by the Council prior to negotiations regarding formal documentation of the arrangement commence. The criteria will have regard to the organisational fit, benefits, values, risks and costs associated with entering into the Strategic Partnership arrangement. Such consideration will occur independently of any discussions or consultations with potential Strategic Partners.

Written agreements in the form provided at Appendix A will be entered into a formalised Strategic Partnership arrangement.

### 7. ROLES AND RESPONSIBILITIES

The Council

- determine the efficacy of Strategic Partnership proposals in accordance with this policy;
- provide guidance to the CEO and staff as required in accordance with this policy;
- take appropriate action in relation to any reported corrupt conduct.

The CEO

- review proposals in accordance with this policy
- provide guidance and staff as required in accordance with this policy
- implement and actively administer the management of any Strategic Partnerships approved by Council



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- ensure all records related to the Strategic Partnership are managed as per the requirements of this policy
- maximise opportunities through Strategic Partnerships

The CEO's Executive Assistant

- keep a register of all Strategic Partnerships including review and reporting dates and ensure records relating to those matters are kept according to the requirements of this policy

All employees:

- adhere to this policy and associated procedures when involved in Strategic Partnerships
- maintain awareness of their responsibility as outlined in the Council's Code of Conduct, Conflict of Interest requirements, gifts and benefits and Council's values in managing interaction in relation to Strategic Partnerships

Strategic Partnerships hold both benefits and risks for the Council. The benefits must be balanced against the risks that such arrangements might create.

### **8. MANAGING CONFLICTS OF INTEREST**

As a Local Government Authority, the Council may from time to time consider and / or enter into Strategic Partnership arrangements with organisations that fall within its legislative jurisdiction and its community service responsibilities.

The entering into such Strategic Partnership arrangements will not limit or influence the independence of the Council in the exercise of its regulatory or legislated functions.

In circumstances where the Council has entered into a Strategic Partnership arrangement with an organisation that is subject to its regulatory oversight, the Council will implement case management arrangements as appropriate. These may include:

- advice to relevant parties involved setting out a case management approach;
  - differential case management;
  - delegated decision-making, where appropriate;
  - increased quality assurance arrangements;
  - engagement of the Audit, Risk and Improvement Committee to provide advice on further management considerations;
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- quarantining of material information; and
- seeking advice from an independent third party, which may include legal advice, where appropriate.

In addition, it may be necessary for the Council to reconsider the appropriateness of continuing, or suspending, a Strategic Partnership as a result of the need to exercise its regulatory functions. Should this be necessary, a referral is to be made Audit, Risk and Improvement Committee for consideration and advice regarding any actions to be taken by staff or the Council.

### **9. UNDERSTANDING PUBLIC PRIVATE PARTNERSHIPS**

Where the CEO believes the Strategic Partnership, or a project arising from Council's engagement with a Strategic Partner, meets the definition of a Public Private Partnership, then the CEO must report the matter to Council for consideration as to whether to pursue the engagement further.

Should Council believe the project meets the PPP Guidelines, it must then direct the CEO to apply to the Office of Local Government (OLG) for review. The OLG will only provide advice regarding the proposed Public Private Partnership. The OLG does not approve or reject PPPs as the responsibility for the project integrity remains with Council.

Where the OLG believes the project to be a significant and / or high risk project, the project will be referred to the Project Review Committee (PRC). The PRC will assess the procedures and processes of Council and whether they are appropriate for the delivery of that project. A PPP cannot proceed unless the OLG and / or PRC form a positive assessment as to Council's compliance with the procedures and process matters set out in the PPP Guidelines.

A significant project is defined in the Act as:

- a. any project with an estimated total cost of more than \$50 million or such other amount as may be prescribed by the regulations; or
- b. any project where Council's financial contribution, or its equity position, amounts to 25% or more of the Council's annual revenue that is lawfully available for spending on facilities or services of the kind to which the project relates.

A high risk project is:



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- a. any project the OLG considers is likely to result in the Council either losing money or asset value; or
- b. any project where there is considered to be a transfer of financial risk from the private sector to the Council' or
- c. a project that appears to be inconsistent with Council's community responsibilities.

Assessment of these projects will be undertaken as outlined in the PPP Guidelines.

### 10. EVALUATION

The CEO, in conjunction with the relevant Director and staff member engaged with the implementation of the Strategic Partnership, will evaluate all projects against the initial agreement, benefits and anticipated cost. A report on the evaluation is to be provided to the Council within four weeks of the end of any project related to a Strategic Partnership agreement.

Where no specific projects are delivered related to a Strategic Partnership, an evaluation of the partnership should be provided to the Council at least annually.

The evaluation report is to be provided to the Council and should include:

- the results achieved against the objective specified in the Strategic Partnership Agreement;
- how closely the terms of the agreement were met;
- the success of any projects / events / activities and how success was measured;
- where and how the Council benefitted from the arrangement;
- whether either or both parties would wish to continue in a Strategic Partnership arrangement on the same of other ventures;
- whether any conflicts of interest arose and mitigation measures taken in response; and
- continuous improvement opportunities.

All decisions approving Strategic Partnerships will be published in Council's minutes and on Council's website as part of its commitment to promote open access and transparency.

### 11. REPORTING

The Act requires Integrated Planning and Reporting must be at the centre of all Council plans, activities, resourcing decisions and improvement strategies. Any Strategic Partnerships, or any projects which arise from those partnerships (including PPP projects) must have undergone a



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clear planning process that links it to Council's Local Strategic Planning Statement, Community Strategic Plan, the Delivery Program and the Operational Plan.

Where Strategic Partnerships or the projects they might spawn, arise out of unsolicited proposals, the Council must carefully weigh the risks associated with taking advantage of such ad-hoc opportunities, especially where participation in the partnership or project will involve expenditure or commitments that impact adversely upon Council's ability to deliver on existing and adopted long-term plans.

### 12. RELATED LEGISLATION, POLICIES AND STRATEGIES

#### 12.1 Legislation and external guidelines

- [Local Government Act 1993](#)
- Public Private Partnership (PPP) Guidelines
- Ministerial Investment Order (Section 625)
- Unsolicited Proposals Guide for Submission and Assessment, August 2017
- Capital Expenditure Guidelines
- Formation of Corporations and Entities (Section 358) Guidelines
- Tendering Guidelines
- Integrated Planning and Reporting Guidelines

#### 12.2 Council policies and guidelines

- Code of Conduct
- Risk Management Framework and Policy

### 13. RECORDS MANAGEMENT

Records will be kept of all assessments and comments for feedback to help ensure transparency of decision making. The records will include the original proposal, all relevant correspondence, media releases and other collateral material, and a formal evaluation report.

The CEO will be responsible for the Strategic Partnership once approved.

The Chief Executive Officer's Executive Assistant will be responsible for keeping the records of all relevant documentation associated with a Strategic Partnership.



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Where a Strategic Partnership relates direction to a project, a project plan will be developed. The plan will include details of any committee, reporting arrangements, tasks and activities, and evaluation criteria in conjunction with the project's purpose, scope, roles and responsibilities, and implementation framework.

All records must be kept in accordance with the Council's Records Management Policy (currently under development) and destroyed as per the General Retention and Disposal Authority: Local Government Records (GA39).

### 14. REVIEW AND EVALUATION

This policy (procedure) will be evaluated and reviewed at least once every four (4) years as per Council's Governance Policy (currently under development) or as required.

### 15. DOCUMENT AVAILABILITY

This policy will be available for inspection at Council's principal office during ordinary business hours as per the requirements of section 18 (c) of the *Government Information (Public Access) Act 2009* and section 167 of the *Local Government Act 1993*.

Access to the policy in digital format is free and is available on Council's website <https://www.berriganshire.nsw.gov.au/>

Printed copies of the document are available at Council's principal office (address noted below) and are subject to Council's Fees and Charges.

*Berrigan Shire Council*  
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Berrigan NSW 2712

Ph: 03 5888 5100

Email: [mail@berriganshire.nsw.gov.au](mailto:mail@berriganshire.nsw.gov.au)

### 16. VERSION CONTROL

Version Number	Date	Summary	Responsible Officer
1.0	20.07.2022	New Policy	Chief Executive Officer

**Appendix 1 – MOU Template**

# Memorandum of Understanding

Berrigan Shire Council

and

[Insert Partner Name]



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**Date:** [Insert Date]

This is a Memorandum of Understanding (MOU) between:

Berrigan Shire Council, ABN 53 900 833 102 of 56 Chanter Street Berrigan NSW 2712 (referred to in this document as the Council) and

[Insert Partner Name], ABN [Insert ABN] of [Insert Address] (referred to in this document as [insert any relevant acronym]).

## Duration of the MOU

This is a non-binding MOU between the Council and [Insert Name of Acronym of Partner].

The MOU will apply from [Insert Date] and will continue to apply until [Insert Date] or until the termination of the MOU by either party on the giving on one (1) month's written notice to the other.

## Scope

The Council and [Insert Partner Acronym] are committed to maintaining a positive and co-operative working relationship.

The Council and [Insert Partner Acronym] are committed, where practicable to work collaboratively to: *(the below are guides only and can be deleted / changed or added to)*

- identify key mutual outcomes for [township] and the greater Berrigan Shire (with particular focus on tourism, employment, infrastructure, services and population growth);
- apply for and deliver mutually beneficial government grants and other funding opportunities;
- share data and information that is mutually beneficial to both parties;
- promote and facilitate events and opportunities; and
- develop for our youth a collaborative approach to education, training, employment and wellbeing opportunities through the use of available facilities and programs

As part of the parties' mutual commitment, the Council and [Insert Partner Acronym] will act in accordance with the spirit and intent of this MOU, even though neither party intends that it be legally binding.

## Goals and Objectives

For the term of this MOU, the Council and [Insert Partner Acronym] agree to work together to achieve a *(Outline briefly the objective of the MOU)*.

For the term of this MOU, the Council and [Insert Partner Acronym] agree to investigate any opportunities associated with:

- *List any goals / projects the MOU would like to see achieved during its term*

## **Roles and Responsibilities**

The Council and [Insert Partner Acronym] *summary of the importance of each partner.*

*Set out the roles and responsibilities of each party*

[Insert Partner Acronym] will ensure it works openly and honestly with Council to align with Council's strategic plans for the area and fulfils its role as a leader in the community.

*Consider if regular meetings are required to implement the MOU / report on its effectiveness etc.*

## **Meetings**

*If there are to be regular meetings, who will attend, how often will they be held and what are the Terms of Reference for the group?*

## **Reporting**

*How will the MOU be assessed for its effectiveness and what report will be required for Council and for the partner to ensure effective outcomes are a result of the MOU?*

## **Advertising and Announcements**

Unless required by law, an announcement, circular or other public disclosure, including promotional materials such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

## **Confidentiality**

The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU, may be confidential and, unless required by law must not be disclosed to a third part, except with the prior written consent of the disclosing party.

[Insert Partner Acronym] acknowledges that information provided to Council, other than Commercial In Confidence information, will be subject to the provisions of the *Government Information (Public Access) Act 2009*.

## **Dispute Resolution**

If a dispute or difference arises between the parties out of, or in connection with, this MOU, either party may give the other a written notice specifying the dispute or difference.

Within 7 days of the date of the notice, a person holding a position of senior management of each party, must meet and undertake negotiations in good faith, in line with the Scope of this MOU, and on a without prejudice basis with a view to resolving the dispute or difference.

## **Variation**

The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.



**Signatures**

Signed for Berrigan Shire Council by its  
authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name and title of authorised representative

Date:

Signed for [Insert Partner Acronym] by its  
authorised representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name and title of authorised representative

Date: