



Ms Stephanie Males
Managing Partner–Canberra
PricewaterhouseCoopers
28 Sydney Avenue
FORREST ACT 2603

Email: DELETED

Dear Ms Males

Provision of Strategic Advisory Services for the Strategic and Delivery Partnership Project

I refer to our discussion on 2 December 2021 in relation to PricewaterhouseCoopers Consulting (Australia) Pty Limited's (**PwC**) provision of strategic advisory services under the Department's Strategic and Delivery Partnership Project (the **Project**) and, specifically, PwC's use of its knowledge of the Department of Agriculture, Water and the Environment's (the **Department's**) operations. The purpose of this letter is to affirm the key points set out in our discussion.

I would initially acknowledge PwC's significant contribution to the Department's transformation agenda and its multi-faceted role of both supplementing and building the Department's internal capacity and capability, while at the same time delivering specialist expertise, critical advice and solutions.

We appreciate that this role necessarily and uniquely provides PwC with knowledge of, and access to, a wide variety of departmental operations and senior personnel. However, as discussed, it is important that in performing this role, PwC conducts its activities in a manner that supports the Department to comply with the legislative, accountability and policy frameworks in which it operates. This includes undertaking its sourcing activities with the utmost transparency, integrity, probity, fairness and consistency.

As I outlined in our discussion, we consider it timely given the passage of time since the Agreement for the Project was executed and given the breadth of activities being delivered by PwC, to reflect on those aspects of the Agreement that relate to the management of departmental information. In particular, when considering its approach to preparing proposals for future engagements, that PwC takes into consideration the following obligations under the Agreement:

1. PwC has been engaged to provide impartial and objective strategic advice in relation to the Department's internal capacity and capability and must not provide advice or recommendations in a manner that could have a beneficial outcome for PwC. The Department appreciates that there may be occasions that recommendations provided by PwC are impartial and appropriate, but may offer a business opportunity to PwC. In such circumstances, it is the Department's expectation, in accordance with the Agreement, that PwC identify the conflict of interest to the Department and take appropriate steps to manage the conflict of interest, as required by the Department;
2. PwC must only use the knowledge and access that it acquires by virtue of its role for the purposes of the Project and not to develop commercial service offerings for the Department or to otherwise provide unsolicited proposals to the Department; and

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3. PwC must not share its knowledge of the Department's operations (which includes any departmental material provided by the Department to PwC, or that is accessible to PwC through the Department's IT systems) more broadly within its business, unless the disclosure is:
- a. to personnel who have a need to know for the performance of the Project; and
 - b. expressly permitted by:
 - i. the Digital Marketplace Master Agreement or a Work Order for the Project; or
 - ii. the Department.

In closing, I would like to acknowledge PwC's ongoing commitment to supporting the Department and looks forward to working with you and your team in 2022 to assist us in achieving our transformation agenda.

Please contact me if you would like to discuss this matter further.

Yours sincerely

Lionel Riley
First Assistant Secretary
Corporate and Business Services
Department of Agriculture, Water and the Environment

18 January 2022