

# **Solar Homes Program**

## **Information Sharing Agreement**

**between**

**The State of Victoria through the Department of Environment, Land,  
Water and Planning**

**and**

**Director of Energy Safety**

Level 25, 121 Exhibition Street, Melbourne Vic 3000  
Level 33, 80 Collins Street, Melbourne Vic 3000  
DX 300077 Melbourne

Tel +61 3 8684 0444 Fax +61 3 8684 0449  
Tel +61 3 9947 1444 Fax +61 3 9947 1499  
[www.vgso.vic.gov.au](http://www.vgso.vic.gov.au)  
Ref: 2000404

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**Date**

**2020**

**The State of Victoria through the Department of Environment, Land,  
Water and Planning**

**(Department)**

**and**

**Energy Safe Victoria**

**(ESV)**

## **Background**

- A. This Agreement sets out the understanding between the Parties as to their commitment to information sharing and collaboration with regard to the installation of solar photovoltaic systems, solar hot water systems and battery systems on residential properties.
- B. The Victorian Government, through the Department, has established Solar Victoria to offer the Solar Homes Program and promote safe installation by using accredited installers and products.
- C. ESV is a statutory body established by the *Energy Safe Victoria Act 2005*. ESV has broad objectives and powers in relation to the safety of electricity, gas and pipeline industries in Victoria. Specifically, and for this Agreement, ESV's interests are in health and safety promotion, prevention of incidents and quality and safety risks arising from solar installations involved in the Solar Homes Program.
- D. The Parties are guided by the *Electrical Safety Act 1998* and its regulations. ESV administers this legislation and has statutory responsibilities for regulation and enforcement, and the Department will endeavour to assist ESV to achieve this role by providing key information relating to the Solar Homes Program.
- E. The Parties intend to share Data to support the Solar Homes Program.
- F. The Parties have agreed to submit Data to each other's Representatives for those Purposes under the terms of this Agreement.

## **Agreed terms**

### **1. Definitions and Interpretation**

#### **1.1 Definitions**

In this Agreement, unless the context otherwise requires:

**Data** means information specified in Schedule 3.

**Government Agency** means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or

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authority and includes a Minister of the Crown or the Commonwealth of Australia and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**Law** means:

- (a) principles of law or equity established by decisions of courts within the Commonwealth of Australia;
- (b) statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State of Victoria, any local government or a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State of Victoria or a Government Agency which have the force of law; and
- (e) guidelines of the Commonwealth, the State of Victoria or a Government Agency which have the force of law.

**Notice** means a written notice, consent, approval or other communication in the English language, given under this Agreement.

**Party** means a party to this Agreement.

**Purposes** means the purposes described in clause 8(a) and set out in more detail in Schedule 4.

**Representative** means a person specified as having that role in Schedule 1..

**Solar Homes Program** and **Program** mean the program described in Solar Victoria's *Solar Homes Program Notice To Market* available at [solar.vic.gov.au](http://solar.vic.gov.au).

**Solar Victoria** means the portfolio entity within the Department of Environment, Water, Land and Planning responsible for the delivery of the Solar Homes Program.

**State** means the Crown in the right of the State of Victoria.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words importing a gender include any other gender;
- (b) words importing persons includes a partnership and a body whether corporate or otherwise;
- (c) words in the singular include the plural and vice versa;
- (d) headings do not affect the interpretation of this Agreement;
- (e) all references to dollars are to Australian dollars;
- (f) if a word or phrase is defined, its other grammatical forms have corresponding meanings;

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- (g) 'includes' means includes without limitation;
  - (h) a reference to:
    - (i) a document includes all amendments or supplements to, or replacements or novations of, that document;
    - (ii) a clause, paragraph, schedule, annexure or attachment is to a clause or paragraph of, or schedule, annexure or attachment to, this Agreement;
    - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation is modified or replaced; and
  - (i) where a conflict or inconsistency arises between the terms and conditions contained in the clauses of this Agreement and any part of a schedule, annexure or attachment, the terms and conditions of the clauses prevail to the extent of the conflict or inconsistency.

## **2. Commencement and term**

This Agreement commences on the date that the second Party to sign it does so, and continues until terminated in accordance with clause 20.2.

## **3. Agreement objectives**

### **3.1 Information sharing objectives**

- (a) This Agreement sets out the overarching arrangements for information sharing between the Parties in respect of the Solar Homes Program and specifies each Party's roles and responsibilities.
- (b) This Agreement:
  - (i) sets out the principles which underpin the sharing of Data;
  - (ii) defines the purposes for which Data is shared;
  - (iii) describes the roles and structures which will support the sharing of the Data;
  - (iv) identifies and describes the procedures which will ensure that the Data is used and disclosed in accordance with statutory responsibilities;
  - (v) sets out the responsibilities to maintain the privacy and security of the Data;
  - (vi) sets out the responsibilities of Parties to implement internal arrangements and obtain all authorisations, delegations, agreements or other approvals necessary to meet the requirements of this Agreement; and
  - (vii) describes how this Agreement and the matters it provides for will be implemented, monitored and reviewed.

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## 3.2 Collaboration objectives

### (a) Guidance and stakeholder education

- (i) The Parties may undertake, as may be appropriate, collaborative industry and community education and awareness programs, relating to the safe works of solar panel installations involved in the Solar Homes Program.
- (ii) The Parties may consult and co-operate, as may be appropriate, on production of guidance material and on other health and safety promotion and stakeholder education activities which are intended to promote worker and consumer safety. These could include:
  - (A) Guidance notes, educational or similar materials.
  - (B) Health and safety promotions and campaigns, including in liaison with industry, government or other stakeholder associations, as may be appropriate.
  - (C) Education forums, including in liaison with industry, government or other stakeholder associations, as may be appropriate.

### (b) Training and development

The Parties will advise each other of any relevant training courses or other development activities that a party may plan to conduct, and make provision for employees of the other party to participate where appropriate.

## 4. Principles

Each Party will exercise its rights and perform its obligations under this Agreement in a way that is:

- (a) responsible;
- (b) collaborative;
- (c) constructive; and
- (d) transparent.

## 5. Status of this Agreement

- (a) This Agreement is not intended to create legal relations or constitute a legally binding contractual agreement between the Parties. Notwithstanding this clause, the Parties will comply with all of the terms of this Agreement.
- (b) This Agreement replaces the Information Sharing Agreement entered into by ESV and Sustainability Victoria on or about 22 January 2019, which Sustainability Victoria novated to the Department on 1 July 2019.

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## **6. Internal Approvals**

By signing this Agreement, each Party confirms that it has obtained all necessary internal approvals to participate in this Agreement and carry out its role and responsibilities, including meeting agreed timeframes.

## **7. Submitting Data**

### **7.1 Form, manner and time**

- (a) Each Party will submit Data to the other's Representative:
  - (i) by pre-paid post, pre-paid courier or by electronic mail, as set out in Schedule 1; or
  - (ii) in person at a meeting convened in connection with this Agreement.
- (b) A Party may submit Data:
  - (i) on its own initiative;
  - (ii) in response to a request from the other Party's Representative;
  - (iii) according to a timeline and method agreed in writing by their Representatives.
- (c) A Party may request Data at any time, including the form, manner and time for it to be submitted.

### **7.2 Independent advice and accreditation**

The Parties will obtain independent advice or accreditation on an ongoing basis as required to identify and meet applicable regulatory and best practice standards, and to ensure that the activities carried out under this Agreement meet those standards.

## **8. Purposes for which Data is shared**

- (a) Each Party agrees that it will use the Data it receives under this Agreement for the Purposes of administering the Solar Homes Program and the health and safety of workers and members of the public and to assist each Party to meet its statutory obligations.
- (b) The Parties agree that they will not attempt to use de-identified Data they receive under this Agreement to identify individuals or otherwise re-identify the Data.

## **9. Authority to share Data**

- (a) By entering into this Agreement, each Party represents that it will only submit Data which it is satisfied it has the necessary authority to submit.
- (b) The Parties agree and acknowledge that the authority on which a Party relies to submit Data may affect the purposes for which that Data can be used.

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(c) If a Party intends to submit Data which is subject to conditions on its use or disclosure, that Party is responsible for making those conditions known to the other Party's Representative before it submits the Data.

(d) If a Party considers that it does not have authority to submit Data, the Parties will endeavour to resolve the issue, which may include agreeing to submit Data in summary, extract or redacted form with a view to meeting the Purposes.

## **10. Unauthorised Use and Disclosure of Data**

Each Party will notify the other of any actual or suspected breach of or non-compliance with this Agreement in relation to Data (including attempts to re-identify Data, or the accessing, storage, transfer, use or disclosure of Data contrary to this Agreement or to Law) for the purpose of taking such actions as necessary or appropriate in the circumstances.

## **11. De-provisioning of Data**

(a) A Party may request that Data it has submitted not be used or disclosed, be returned to them, or deleted and that deletion be verified to the Party's satisfaction.

(b) Where practicable, a Party will raise any request it proposes to make under this clause with the other Party's Representative before formally making the request.

(c) Subject to clause 11(a) and clause 11(b), the Parties agree that the routine de-provisioning processes specified in Item 2 of Schedule 2 will apply.

## **12. Data security obligations**

Each Party is responsible for the security of all copies of the Data which it handles, and will comply with:

(a) the information security requirements set out in Item 3 of Schedule 2; and

(b) all relevant Laws and policies in connection with the use, disclosure, management, control and storage of the information.

## **13. Privacy and Data Protection**

### **13.1 Privacy and other information obligations**

(a) Each Party will cooperate to ensure it does not cause the other party to breach any privacy, data security, and secrecy obligations that the other party has at Law.

(b) Each Party acknowledges that it is bound by the provisions of the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic), and the *Privacy Act 1988* (Cth), and agrees to assist each other to demonstrate their respective compliance with the Victorian Protective Data Security Standards issued under Part 4 of the *Privacy and Data Protection Act 2014* (Vic) in relation to the activities contemplated by this Agreement.

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## **13.2 Privacy complaints**

- (a) Each Party's Representative will manage inquiries and complaints to that Party about information privacy, including requests for access to information by an individual.
- (b) If a complaint about information privacy is made to a Party the complaint will be handled in accordance with the information privacy complaints handling policy of that Party.

## **14. Data Quality**

- (a) The Parties will make reasonable efforts to ensure the Data they submit is accurate and fit to be used for the Purposes.
- (b) The Parties will make reasonable efforts to inform the Representatives about any matters relevant to the quality of the Data or its use and interpretation.
- (c) The Parties will use reasonable efforts to remedy issues in quality reported and re-submit the Data within the timeframe agreed.

## **15. Continuous Improvement**

The Parties agree to the process specified in Item 4 of Schedule 2 in relation to continuous improvement.

## **16. Communications and Administration**

- (a) The Parties will meet formally on a quarterly basis to share information and discuss issues in the solar industry that are of interest to both parties. The agenda of formal meetings will include, but is not limited to:
  - (i) strategic and policy issues relevant to health and safety in the solar industry;
  - (ii) incidents where ESV is permitted to provide this information and emerging incident trends; and
  - (iii) operational planning (upcoming audits, inspections and training).
- (b) The meetings will be attended by, as a minimum, the Representative. The meetings will be chaired alternately by ESV and the Department. However, the exchange of information will not be limited to these meetings.
- (c) The Parties will consult in the preparation of any guidance material that is developed to assist stakeholders involved in the Solar Homes Program, or to ensure the effective operation of this Agreement.

## **17. Review of this Agreement**

- (a) The Parties will review this Agreement as needed, including on becoming aware of any:
  - (i) actual or suspected unauthorised use or disclosure of Data;

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- (ii) operational or policy changes, including to the Solar Homes Program;
  - (iii) machinery of government changes;
  - (iv) changes in Law;
  - (v) inquiries, recommendations, findings, orders or reports by any regulatory, oversight, or investigatory body;

that are relevant to this Agreement.

- (b) The Parties will review this Agreement no less frequently than once every 2 years from the commencement of this Agreement.
- (c) The Parties will carry out or obtain a privacy impact or human rights impact assessment in relation to this Agreement or any proposed changes to it as and when needed.

## **18. Resourcing and staff awareness**

- (a) Each Party will designate the required numbers of its staff to perform its roles and responsibilities under this Agreement.
- (b) Each Party will ensure that its staff are aware of and comply with:
  - (i) this Agreement; and
  - (ii) relevant responsibilities under any code of conduct which applies to them as an employee of that Party or their contract of employment (as applicable), including, without limitation, their responsibilities with respect to confidential information and the management of information.

## **19. Communications about this Agreement**

- (a) A Notice may be sent by pre-paid post, pre-paid courier or by electronic mail to each Party's Representative, as set out in Schedule 1.
- (b) A Party may nominate a replacement Representative by Notice to the other Party.

## **20. Issue Resolution**

- (a) Any issue, disagreement, difference or dispute regarding this Agreement in the first instance will be addressed by good faith discussions at an operational level between the Parties' Representatives.
- (b) If the Representatives are unable to resolve the dispute within a reasonable time, the dispute will be referred for resolution to the persons occupying the relevant Director position of each Party.

## **21. General**

### **21.1 Statutory obligations**

Each Party acknowledges that it must fully comply with its obligations under relevant Laws relating to the collection, use and disclosure of information and that nothing in

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this Agreement requires any Party to act in a manner that is inconsistent with those obligations.

## **21.2 Termination of Agreement**

- (a) A Party may withdraw from this Agreement at any time by Notice to the other Party.
- (b) Except to the extent specified in a Notice under this clause, or where it would be unlawful, a Party remains bound by this Agreement in respect of any of its Data which it submitted.

## **21.3 Variation**

This Agreement may be amended or replaced only in writing executed by each Party.

## **21.4 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

## **21.5 Time to Act**

If the time for a Party to do something is not specified in this Agreement, the Party will do what is required within a reasonable time.

**Signing page**

Executed as an agreement

**SIGNED** by **STAN KR PAN, CEO,** )  
**SOLAR VICTORIA** for and on )  
behalf of **THE DEPARTMENT OF** )  
**ENVIRONMENT, LAND, WATER** )  
**AND PLANNING** in the presence )  
of: )



  
..... )  
Signature of witness )

.....  
[position/title]  
CEO, Solar Victoria

Jessica Thomas  
.....  
Name of witness

**SIGNED** by **THE DIRECTOR OF** )  
**ENERGY SAFETY** in the presence )  
of: )

  
..... )  
Signature of witness )

  
.....  
Director Energy Safety

Amber Coe  
.....  
Name of witness

## Schedule 1 Representatives

Party	Representative	Position	Contact Details
DELWP	Helen Theocharous  <i>Alternative Representative if person above is not available:</i>  Maddison Fairthorne	Manager, Compliance and Regulatory Practice (or delegate).  Adviser, Program Integrity Solar Victoria	
ESV	Neil Fraser  <i>Alternative Representative if person above is not available:</i>  Sandy Atkins	General Manager Licensing, Training and Standards  Senior Compliance Officer, Renewable Energy	(03) 9203 9771  Neil.fraser@energysafe.vic.gov.au  (03) 9271 5460  Sandy.atkins@energysafe.vic.gov.au

**Schedule 2 Agreement details**

<b>Item</b>	<b>Subject</b>	<b>Description</b>
<b>Item 1.</b>	<b>De-provisioning</b> Clause 11	As the Parties may agree in writing from time to time.
<b>Item 2.</b>	<b>Information security requirements</b> Clause 12	Electronic transfers of Data between the Parties must be encrypted and access protected by passwords that enable individual user authentication.
<b>Item 3.</b>	<b>Continuous Improvement</b> Clause 15	As the Parties may agree in writing from time to time.

**Schedule 3 Data****Data from DELWP**

- Listings/details of planned installations (including basic customer details such as name, address etc).
- Contact details of installers.
- Emerging issues relevant to installers or the solar industry.
- Systemic compliance issues identified in the installation process.
- Details/findings of any unsafe audits and/or audits requiring rectification.
- Details of installers removed or suspended from the Program, or details of other action taken by Solar Victoria against installers under or in connection with the Program including under its Installer Terms and Conditions.
- Referrals of installers or inspectors of non-compliant work.
- Details on a fire system stemming from a solar installation.

**Data from ESV**

- Details of planned/current investigations and their findings.
- Details of findings from visits undertaken as part of Energy Safe Victoria's inspections and Program audits.
- Emerging issues relevant to installers or the solar industry.
- Systemic compliance issues identified in the installation process.
- Details regarding proposed removal of licences/accreditations.
- Details of any charges to be laid.
- Details of the results of referrals.
- Details on a fire system stemming from a solar installation.

## **Schedule 4 Purposes**

- Carrying out all activities necessary to effectively administer the Solar Homes Program including:

### **In relation to Data provided to Department of Environment, Land, Water and Planning**

- Primarily, to ensure installers with unsafe practices can be removed from the Program.
- To enable Solar Victoria to ensure that installers and retailers continue to meet the eligibility criteria set out in the Retailer Terms and Conditions and Installer Terms and Conditions respectively, as well as the Notice to Market.

### **In relation to Data provided to ESV**

- EnergySafe accredits installers of electrical products and accredits inspectors of those installations.
- Receipt of information from Solar Vic (e.g. audit findings) help inform required actions to be taken against specific installers/inspectors (e.g. warning letters, suspensions, etc).