

Solar Victoria

Information Sharing Agreement

between

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

and

Energy Safe Victoria

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Date

2022

**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, battery systems and split system air-conditions on residential and commercial properties.
- B. The Victorian Government, through the Department, has established Solar Victoria to offer the Solar Homes Programs 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 monitoring and enforcing compliance with the *Electrical Safety Act 1998 (Vic)* (**Act**) to promote safety, prevent electrical incidents and mitigate quality and safety risks arising from solar installations and split system air-conditioners installations involved in the Solar Homes Programs.
- D. The Parties are guided by the Act 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 Programs.
- E. The Parties intend to share Data to support the Solar Homes Programs and ESV's regulatory and enforcement activities.
- 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 2.

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or 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 3.

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

Solar Homes Programs and **Programs** mean the programs described in Solar Victoria's *Notice To Market* available at 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 Programs.

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;

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- (f) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
 - (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 Data sharing between the Parties in respect of the Solar Homes Programs 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

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- (vii) describes how this Agreement and the matters it provides for will be implemented, monitored and reviewed.

3.2 Collaboration objectives

(a) Guidance and stakeholder education

- (i) The Parties may, as appropriate, collaborate with industry and undertake community education and awareness programs, relating to the safe works of solar panel installations, batteries, hot water systems and split system air-conditions involved in the Solar Homes Programs.
- (ii) The Parties may consult and co-operate, as may be appropriate, on the production of guidance material and on other 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) 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 to the extent permitted by Law.
- (b) This Agreement replaces the Information Sharing Agreement entered into by ESV and Solar Victoria on or about 16 October 2020

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; or
 - (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 Programs, promoting the 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 is 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 or 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 the routine de-provisioning processes may be agreed between the Parties in writing from time to time.

12. Data security obligations

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

- (a) take reasonable steps to ensure that electronic transfers of Data between the Parties are secure and access to the Data is protected by passwords that enable individual user authentication; and
- (b) comply with 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 or 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.

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 Representative 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. Communications and administration

- (a) The Parties will meet formally on a quarterly basis or as required 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 safety in the solar and electrical industry.
 - (ii) electrical 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 Programs, or to ensure the effective operation of this Agreement.

16. 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;
 - (ii) operational or policy changes, including to the Solar Homes Programs;
 - (iii) machinery of government changes;
 - (iv) changes in Law;

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- (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 two 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.

17. 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.

18. 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.

19. 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.

20. General

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

20.2 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.

20.3 Variation

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

20.4 Counterparts

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

20.5 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:)

Jessica Thomas

.....
Signature of witness)



.....
Chief Executive Officer

Jessica Thomas.....
Name of witness

07/01/2022.....
Date

SIGNED by **THE CHIEF**)
EXECUTIVE OFFICER OF)
ENERGY SAFE VICTORIA in the)
presence of:)



.....
Signature of witness)



.....
Chief Executive Officer

Danielle Nicholson
.....
Name of witness

06/01/2022
.....
Date

Schedule 1 Representatives

Party	Representative	Position	Contact Details
DELWP	<p>Helen Theocharous</p> <p><i>Alternative Representative if person above is not available:</i></p> <p>Maddison Fairthorne</p>	<p>Manager, Compliance and Regulatory Practice, Solar Victoria (or delegate)</p> <p>Manager, Program Integrity, Solar Victoria</p>	<p>Helen.Theocharous@delwp.vic.gov.au</p> <p>Maddison.Fairthorne@delwp.vic.gov.au</p>
ESV	<p><i>Michael Miskulin</i></p> <p><i>Alternative Representative if person above is not available:</i></p> <p>Sandy Atkins</p>	<p>Head of Electrical Installation Safety</p> <p>Senior Compliance Officer, Renewable Energy</p>	<p>(03) 9203 9745</p> <p>Michael.miskulin@energysafe.vic.gov.au</p> <p>(03) 9271 5460</p> <p>Sandy.atkins@energysafe.vic.gov.au</p>

Schedule 2 Data

Data from DELWP

- Listings/details of planned installations (including basic customer details such as name, address etc).
- Contact details of installers participating in our programs and relevant information pertaining to the installation.
- Emerging issues relevant to installers or the solar and electrical 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 our Programs, or details of other action taken by Solar Victoria against installers under or in connection with the Programs including under its Installer and Supplier 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 ESV's inspections and Program audits.
- Emerging issues relevant to installers or the solar and electrical industry.
- Systemic compliance issues identified in the installation process.
- Details regarding proposed removal of licences/accreditations.
- Details of any charges laid.
- Details of the results of referrals.
- Details on a fire system stemming from a solar installation.

Schedule 3 Purposes

- Carrying out all activities necessary to effectively administer the Solar Homes Programs 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 Programs.
- To enable Solar Victoria to ensure that installers, retailers and suppliers 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

- ESV 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).