

# Memorandum of Understanding

between

Independent Pricing and Regulatory Tribunal (IPART)

and

Energy Safe Victoria (Energy Safe)

## 1) Introduction

### 1. Purpose

The purpose of this MoU is to facilitate cooperation and the sharing of information between IPART and Energy Safe in relation to transmission or distribution networks and assets that cross the New South Wales-Victoria border.

### 2. Principles

- a) The Parties agree that this MoU:
  - i. is a voluntary statement of the Parties' intentions;
  - ii. is not legally binding; and
  - iii. is not enforceable.
- b) The Parties enter this MOU with the understanding that:
  - i. each Party is an independent agency and is responsible for making its own regulatory and policy decisions;
  - ii. in making its independent decisions, each Party will consider information shared through the MoU only to the extent permitted by law; and
  - iii. each Party is committed to communicating openly and working cooperatively to collaborate on matters related to transmission or distribution networks that cross the New South Wales-Victoria border.

### 3. Definitions

**Energy Safe** means Energy Safe Victoria constituted under section 4 of the *Energy Safe Victoria Act 2005* (Vic).

**IPART** means the Independent Pricing and Regulatory Tribunal established under section 5 of the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

**MoU** means this Memorandum of Understanding.

**Parties** means IPART and Energy Safe.

### 4. Interpretation

In this MoU, unless the contrary intention appears:

- a) a reference to a clause is a reference to a clause of this MoU;
- b) a reference to a body, whether statutory or not, which ceases to exist, or whose powers or functions are transferred to another body, is a reference to the body that replaces it or that substantially succeeds to its powers or functions; and
- c) a reference to a law or statute includes regulations, rules, codes, and other instruments (including licences) under it and consolidations, amendments, re-enactments, or replacements of them or of the law or statute itself.

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## 2) Parties' relevant responsibilities

### 1. IPART

IPART is a NSW independent regulatory agency responsible for administering compliance by licensed network operators with their licences and other regulatory obligations under the *Electricity Supply Act 1995* (NSW). IPART's regulatory functions are set out in section 77 of that Act.

### 2. Energy Safe

Energy Safe is the independent statutory body responsible for the safe generation, supply and use of electricity, gas and pipelines in Victoria. Energy Safe is established under the *Energy Safe Victoria Act 2005*. The *Electricity Safety Act 1998*, *Gas Safety Act 1997* and *Pipelines Act 2005* include statutory objectives and functions that Energy Safe must fulfil,

## 3) General information sharing

### 1. Disclosure

- a) Subject to clause 3.2, each Party agrees to provide information to the other Party only to the extent necessary to support the purpose of this MoU and improve overall regulatory outcomes in accordance with each Party's jurisdiction and legislative framework.
- b) For the avoidance of doubt, neither Party is required to facilitate or assist the other Party in achieving legislative compliance with respect to the disclosure of information under this MoU.
- c) Despite anything else in this MoU, each Party agrees to provide information to the other Party, and use information obtained, only to the extent that it is permitted to do so by law.

### 2. Confidentiality

Unless required or authorised by law, a Party receiving confidential or personal information under this MoU will not disclose that information to a third party without obtaining the prior written consent of the Party that originally supplied the information.

### 3. Legal Requirements

- a) The Parties will have regard to statutory privacy and confidentiality obligations governing the permitted disclosure of confidential or protected information and wherever appropriate seek to obtain information in such a way that it can be shared with the other Party.
- b) When a Party receives information from another Party it will:
  - i. observe any express conditions placed upon the release of the information by the providing Party;
  - ii. take all reasonable steps to
    1. ensure that such information is only used internally by the receiving Party in connection with carrying out its statutory functions and duties,
    2. ensure that such information is only disclosed where required or permitted by law or as otherwise authorised by the providing Party; and

3. keep the information secure in accordance with the Parties' information handling procedures.

#### 4. Safeguards

The Parties are responsible for ensuring that reasonable security safeguards are put in place in accordance with legal requirements, to protect information provided pursuant to this MoU, to guard against any loss or destruction of information, or any unauthorised access, use, modification, disclosure, recording or other misuse of information.

### 4) Meetings between the Parties

#### 1. Administration

The Parties agree to meet at 6 monthly intervals, or as otherwise agreed, to, subject always to clause 3, discuss matters related to clause 1 of this MoU.

#### 2. Hosting duties

- a) The Parties are to alternate hosting duties for meetings.
- b) IPART will host the first meeting between the Parties.
- c) The host is responsible for arranging a time, sending meeting invites, preparing the agenda and taking minutes.

### 5) Management

#### 1. Administration

- a) The Parties may publish the MoU on their website.
- b) The Parties shall each bear their own costs of administering the MoU.

#### 2. Contacts

The Responsible Officers for matters concerning this MoU are the persons nominated by the Parties in Appendix A.

### 6) Variation

- a) The main body of this MoU may only be varied by an instrument in writing signed by the Chief Executive Officer of each Party.
- b) Any Schedule to this MoU may be varied at any time by written agreement between a Responsible Officer of Energy Safe and a Responsible Officer of IPART, provided that the Schedule as varied is not inconsistent with the main body of this MoU.
- c) All variations to this MoU are to be recorded in the Change Control Register in Schedule B of this MoU.

## 7) Commencement

This MoU will take effect on and from the date when it has been signed for and on behalf of both Energy Safe and IPART by the Chief Executive Officer of each Party.

## 8) Review and Termination

### 1. Review

This MoU will be reviewed and evaluated by the Parties every five (5) years to assess whether it remains necessary and whether there is potential for improvement in its terms or operation.

### 2. Termination

- a) Either Party may terminate this MoU by giving 30 business days written notice to the other Party. The termination will take effect on the date that is 30 business days after the notice is issued unless otherwise agreed, in writing, by the Parties.
- b) This MoU will remain in force unless terminated by either Party.

Signatures

<div>Signed for and on behalf of IPART</div> <div><div>X</div><div></div></div> <div>Andrew Nicholls PSM Chief Executive Officer IPART</div>	<div>Signed for and on behalf of Energy Safe</div> <div><div>X</div><div></div></div> <div>Leanne Hughson Chief Executive Officer Energy Safe</div>
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## A Responsible Officers

Member	Name	Position	Phone	Email
IPART	[REDACTED]	Director, Regulation and Compliance	[REDACTED]	[REDACTED]
Energy Safe	Leanne Hughson	CEO	[REDACTED]	[REDACTED]

Note: Under this MoU, Responsible Officers of the Parties may agree to amendments to the Schedules to this MoU on behalf of the Parties.

## B Change Control Register

Version	Date	Revisions Made	Provisions Affected