



# **MEMORANDUM OF UNDERSTANDING**

**between**

**NEW SOUTH WALES RURAL FIRE SERVICE**

**and**

**INDEPENDENT PRICING AND  
REGULATORY TRIBUNAL**

## Document Control

### Release History

Version	Date	Author	Summary of changes
1.0		B. Millington	Original Release – updated draft
1.1		C. Cook	Update

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made on the date of signing

**BETWEEN**

**THE COMMISSIONER OF THE NEW SOUTH WALES RURAL FIRE SERVICE** for and on behalf of the New South Wales Rural Fire Service, 4 Murray Rose Avenue, Sydney Olympic Park NSW 2127.

**AND**

**THE CHIEF EXECUTIVE OFFICER OF THE INDEPENDENT PRICING AND REGULATORY TRIBUNAL** for and on behalf of the Independent Pricing and Regulatory Tribunal, 2-24 Rawson Place, Sydney NSW 2000.

(Each a **'party'** and collectively **'parties'**.)

### **Whereas:**

- A. The NSW Rural Fire Service (NSW RFS) is established and has responsibilities arising from the *Rural Fires Act 1997* (NSW) and the *Rural Fires Regulation 2013* for the regulation and enforcement of laws pertaining to the lighting of fires, hazard reduction and the investigation into the origin and cause of fires. In addition, the NSW RFS has the authority to establish service standards and policies for the function of its responsibilities including the discipline of its members.
- B. The Independent Pricing and Regulatory Tribunal (IPART) is the safety and reliability regulator for NSW electricity network operators. In particular, it has responsibilities and decision making authority conferred by the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW) and monitors compliance with the *Electricity Supply Act 1995* (NSW) and the *Electricity Supply (Safety and Network Management) Regulation 2014*. The network operators have the ultimate responsibility to comply with these regulations, and IPART also holds them accountable on behalf of the community through risk-based compliance and enforcement including its reporting and auditing regimes.

Regulatory powers conferred on IPART cover all electricity network operators in NSW, including:

- TransGrid (NSW transmission network)
- Ausgrid (NSW distribution network)
- Endeavour Energy (NSW distribution network)
- Essential Energy (NSW distribution network)
- Sydney Trains (operates its own distribution network)
- Directlink (a transmission interconnector between NSW and Queensland)
- Lord Howe Island Board (generates and distributes its own electricity)

- Metro Trains Sydney (operates its own distribution network)

IPART regulatory powers also cover network assets located in NSW which belong to network operators based outside of the State.

IPART has inspectors who have a role in responding to serious electricity works accidents. Where necessary, IPART will inspect the site of accidents, undertake investigations and communicate details of accidents in the interest of public information and safety within the confines of its statutory functions as set out in paragraph B above.

#### **INTRODUCTION:**

1. This Memorandum of Understanding (**MOU**) records the understanding reached between the NSW RFS and IPART in relation to the exchange of information for the purpose of exercising each party's statutory functions as set out in paragraphs A and B above (**Purpose**).

#### **EXCHANGE OF INFORMATION:**

2. To the extent permitted by law, NSW RFS and IPART will share the information set out at clause 2.2(iv) in accordance with this MOU for the Purpose.

**2.1** The NSW RFS Commissioner, IPART Chief Executive Officer or their authorised members may provide information for the Purpose.

**2.2** It is acknowledged that:

- (i) each party will provide a list of its authorised members (and head member) to the other party in the form set out at annexure "A";
- (ii) it is the responsibility of each party to maintain an up to date list of its authorised members;
- (iii) each party must send to the other party a notification of a change in authorised members (and head member) as soon as reasonably practicable;
- (iv) the information or documents that can be subject of a request under this MOU are limited to only the following and no other:
  - ad-hoc oral reports
  - NSW RFS incident reports and related data captured in Incident Control Online (**ICON**)
  - NSW RFS plans, policies and standards
  - NSW RFS fire investigation reports
  - IPART technical advice regarding network operations
  - IPART safety management system audit reports

- Agency audit reports and Bushfire Preparedness Report
- IPART incident reports received from networks regarding cause and origin of fire

**2.3** The parties acknowledge that information provided under the terms of this MOU will be limited to the extent permitted by law.

**2.4** The parties acknowledge that information provided under this MOU is confidential and that:

- information so provided will be treated in confidence; and
- the party which has received possession or control of such information will ensure that the information is protected by such security safeguards as are reasonable against loss, and/or unauthorised access, use or disclosure.

**2.5** The parties acknowledge that information provided pursuant to this MOU can only be disseminated to a third party, being a Commonwealth or NSW State agency, if required to do so at law. The disclosing party will provide written notification to the owner party where disclosure is required to a third party by law.

**2.6** If information provided pursuant to this MOU becomes the subject of a subpoena or unauthorised disclosure, loss or breach, the owner of that information or its authorised member must be notified as soon as reasonably practicable by the other party to enable the owner to advise of any concerns in relation to the release, disclosure, publication or production of such information.

**2.7** If information is subject of a Government Information Public Access (**GIPA**) request, the disclosing party will consult with the owner of the information pursuant to the third party consultation provisions of the *Government Information (Public Access) Act 2009* (NSW).

**2.8** Nothing in this MOU:

- prevents the exercise of legislative or operation responsibilities of either party; or
- affects the discretion of either party to investigate any matter.

**2.9** The parties acknowledge that in the absence of any legislative intention to the contrary, the parties will be bound by the *Privacy and Personal Information Protection Act 1998* (NSW) (**PPIP Act**) and any other State or Commonwealth privacy legislation that a party is required to comply with.

**INTELLECTUAL PROPERTY**

3. Nothing in this MOU affects the ownership of pre-existing intellectual property.

**EFFECTIVE DATE:**

4. This MOU shall be effective from the date it is signed by the last party to this MOU and will remain in operation until terminated in accordance with the terms of this MOU.

**GOVERNANCE:**

5. The parties acknowledge the need to ensure the spirit of this MOU is maintained by engaging in meeting as deemed reasonably necessary by the parties jointly.

**AMENDMENT AND REVIEW:**

6. The parties may agree to amend the terms of this MOU by way of written notification.

6.1 This MOU will be reviewed every five (5) years from the date of signing. The Schedule of authorised members may be reviewed and amended at any time.

**TERMINATION:**

7. Either party may terminate this MOU at any time and for any reason by providing the other party’s head member with 28 days’ notice in writing.

**DISPUTE RESOLUTION**

8. Any disputes arising between the parties must be notified by the complainant to the other party’s head member and will be dealt with by the parties’ head members in consultation.


8.1 The parties must undertake genuine best efforts to settle any dispute arising out of this deed by way of good faith negotiations, except where urgent relief is required.

**LAW**

9. The law of NSW governs this MOU. The parties submit to the exclusive jurisdiction of its courts.

X  
\_\_\_\_\_  
Rob Rogers AFSM  
Commissioner

New South Wales Rural Fire Service

12/10/2021  
X   
\_\_\_\_\_  
Liz Livingstone  
Chief Executive Officer  
Signed by: Liz Livingstone

Independent Pricing and Regulatory  
Tribunal

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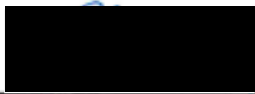
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Rob Rogers AFSM  
Commissioner

New South Wales Rural Fire Service

X \_\_\_\_\_  
Liz Livingstone  
Chief Executive Officer

Independent Pricing and Regulatory  
Tribunal

**Annexure A**  
**Schedule of authorised members**

**NSW RURAL FIRE SERVICE**

Commissioner (Head Member)  
Deputy Commissioner, Field Operations  
Director, State Operations  
Manager, Emergency Management  
State Duty Operations Officers  
Compliance Coordinator, Emergency Management  
Arson Intelligence Coordinator, Emergency Management

**INDEPENDENT PRICING AND REGULATORY TRIBUNAL**

Chief Executive Officer (Head Member)  
Executive Director, Regulation and Compliance  
Director, Regulation and Compliance  
IPART employees appointed by the Tribunal as Inspectors under the provisions of  
the *Electricity Supply Act 1995*  
General Counsel and all Directors, Legal