



SERVICE LEVEL AGREEMENT

Between

SafeWork NSW

And

Independent Pricing and Regulatory Tribunal

1. STATUS OF THIS SERVICE LEVEL AGREEMENT

- 1.1. This document is a Service Level Agreement agreed on behalf of the Agencies under the Memorandum of Understanding.

2. DEFINITIONS

- 2.1. "Memorandum of Understanding" means the memorandum of understanding between the Agencies dated 10 October 2023.
- 2.2. Words that appear in title case in this Service Level Agreement have the meanings set out in clause 2.1 of the Memorandum of Understanding, unless context dictates otherwise.
- 2.3. "Serious Electricity Works Accident (Major Incident)" means a Serious Electricity Works Accident where there is significant injury to a person or persons, resulting in fatality, permanent disability, permanent life changing injuries, or life threatening injuries. A Major Incident excludes motor vehicle accidents on dedicated roadways (eg vehicle impact to pole) where contact with electricity did not contribute to the fatality/injury.

3. LIAISON

- 3.1. The Agencies agree to hold liaison meetings monthly, or as otherwise arranged.
- 3.2. In addition, ad hoc discussions will be held as mutually considered appropriate to:
 - discuss the progress of current matters of common interest; and
 - improve the sharing of information.

4. BASE LEVEL SERVICES TO BE PROVIDED BY SAFEWORK

- 4.1. SafeWork NSW agrees to provide IPART with the following Base Level Services:
 - Maintain and operate a 24/7 contact centre facility on behalf of IPART to receive and process all notifications of Serious Electricity Works Accidents, and related communications including requests for permission under s 63U(1)(b) of the ES Act to disturb or interfere with a site of a Serious Electricity Works Accident before it has been inspected by an inspector.
 - Communicate to IPART's contact officer(s) (using the contact details listed in schedule A to this Service Level Agreement) details of all notifications of Serious Electricity Works Accidents and related communications including details of the triaged response outcome determined by SafeWork NSW, and communicate the same by email to energyincidents@ipart.nsw.gov.au.
 - Manage and determine, through persons appointed as inspectors by IPART for the purposes of Part 5D of the ES Act, requests for permission under s 63U(1)(b) of the ES Act to disturb or interfere with a site of a Serious Electricity Works Accident before it has been inspected by an inspector.
 - Provide information to IPART, in accordance with clause 4 of the Memorandum of Understanding, collected through a notification and response to an incident under the WHS Act, where the incident is also a Serious Electricity Works Accident.
 - Undertake a site visit for a Serious Electricity Works Accident (Major Incident) as an inspector under ss 63S and 63T(1)(a) of the ES Act, where the Serious Electricity Works Accident (Major Incident) is not subject to a site visit under the WHS Act.

5. ADDITIONAL SERVICES TO BE PROVIDED BY SAFEWORK

- 5.1. SafeWork NSW agrees to provide IPART with the following additional services upon request:
- Perform, through persons appointed as inspectors by IPART for the purposes of Part 5D of the ES Act, the functions of inspectors under s 63S of the ES Act ("Investigation of Serious Electricity Works accidents") an investigation (beyond an initial site visit) of a Serious Electricity Works Accident.

6. RECOVERY OF SAFEWORK'S COSTS TO PROVIDE BASE LEVEL SERVICES AND ADDITIONAL INVESTIGATION SERVICES

- 6.1. IPART agrees to pay to SafeWork NSW the amount of [REDACTED] including GST (Fee) per financial year for the provision of the Base Level Services over a financial year. Where the Base Level Services are provided for part of a financial year the Fee is to be pro-rated on the basis of the proportion of calendar days of the year for which the service is provided.
- 6.2. SafeWork NSW will invoice IPART for the Base Level Services at the conclusion of each quarter, for services provided during the previous quarter.
- 6.3. In the event that IPART requests SafeWork NSW to undertake any services additional to the Base Level Services (for example an investigation into a Serious Electrical Works Accident under the ES Act), funding arrangements will be based on an hourly cost and expenses incurred by SafeWork NSW to undertake the investigation as agreed by the Agencies from time to time. These funding costs are not included in the Base Level Services cost set out in clause 6.1 above.

7. COMMUNICATION WITH NETWORK OPERATORS

- 7.1. IPART will ensure that electricity network operators are aware of the notification arrangements for Serious Electricity Works Accidents as outlined in clauses 4.1(a), (c) and (e) of this Service Level Agreement.

8. PROVISION OF ELECTRICAL ENGINEERING EXPERTISE BY IPART

- 8.1. On request by SafeWork NSW, IPART may provide on-site or remote electrical engineering expertise, usually in normal business hours, to assist SafeWork NSW in relation to an Electricity Networks Workplace Incident or Serious Electricity Works Accident.

9. VARIATION

- 9.1. This Service Level Agreement may be varied at any time by written agreement between a Responsible Officer of SafeWork and a Responsible Officer of IPART, provided that the Service Level Agreement as varied is not inconsistent with the MoU.
- 9.2. All variations to this Service Level Agreement are to be recorded in the Change Control Register in Schedule B of this Service Level Agreement.

SIGNAUTRES

Signed for on behalf of SafeWork



Signature: _____

Name: Natalie Martin

Position: Director

Department: Investigations and Emergency Response

Date: 12 October 2023

Signed for on behalf of IPART

Signature: 

Name: Andrew Nicholls

Position: Chief Executive Officer

Department: Independent Pricing and Regulatory Tribunal

Date: 24/11/2023

List of schedules

Schedule A: Contact Officers

Schedule B: Change Control Register

SCHEDULE A

CONTACT OFFICERS UNDER CLAUSE 3

SafeWork NSW

Name and Position	Contact
Natalie Martin, Director Investigations & Emergency Response	[REDACTED]
David Wilson, Manager, Response Coordination & WHS Undertakings, Investigations & Emergency Response	[REDACTED]
Sandra Hamilton, Regulatory Partnerships Officer, Enforceable Undertakings Advisory Service and Operational Support, Investigations & Emergency Response	[REDACTED]

IPART

Name and Position	Contact
Jonathan Hopson, Director, Regulation and Compliance	[REDACTED]
Peter Cole, Principal Analyst, Regulation and Compliance	[REDACTED]
Paul Brownlee, Principal Engineer, Regulation and Compliance	[REDACTED]

SCHEDULE B

CHANGE CONTROL REGISTER

Version	Date	Revisions made	Provisions affected
2	15.5.17	Funding recurrence and meeting recurrence	Recovery of costs
3	10.7.18	Funding amount to reflect current financial year Changes made to Responsible Officers and Contact Officers due to role and personnel changes within IPART	Recovery of costs Schedule A and B of the Service Level Agreement
4	27.09.23	Changes made to Contact Officers due to role and personnel changes within IPART	Schedule A