

Senate Standing Committee on Environment, Communications and the Arts
References Committee

Answers to questions on notice

Inquiry into the Energy Efficiency Homes Package

February 2010

Question No: 21
Topic: Minter Ellison risk assessment
Hansard Page ECA: 36-37

Senator TROETH asked:

In the Minter Ellison risk assessment, over 100 recommendations were made. I take your point that this is a work in progress, but how many of those were actually implemented by the end of last week? ...I would appreciate a line-by-line assessment. ...I would like to know how those initial recommendations were looked at.

Answer:

The recommendations from the Minter Ellison risk assessment were considered in the design and implementation of the Home Insulation Program (the Program).

There were 102 recommendations contained in the risk assessment. The Department has actioned 94 of these (see the table below).

One recommendation within Part 9 (Legal) referred to an external review of the legal risk management plan. While a review was planned, it did not eventuate. However continuous internal reviews of legal risk occurred as part of the risk management arrangements under the Program.

Four recommendations in Part 11 (Regulation) related to an alternative business model to the one adopted for the Program.

One recommendation in Part 17 (Stakeholder management) related to terms of reference for the Program. Stakeholders were consulted on the terms and reference and agreement was reached to the extent that it was possible given the diversity of stakeholder views involved.

Two recommendations in Part 18 (Industry Impact) relating to program exit and redeployment were not completed due to the early closure of the Program. However, on 24 February 2010 the Government announced \$41.2 million for insulation workers to: support or retain their job; find alternative jobs; or secure a relevant training place where appropriate employment opportunities are not available.

Recommended Management Plan column drawn from Minister Ellison Consulting *Risk Management Plan*.

1. PROJECT METHODOLOGY AND BUSINESS MODEL - post 1 July:

Extremely limited time to determine and implement:

- effective project methodology and
- delivery / business model post 1 July

Recommended Mgt Plan	Done? Y/N
<i>Put in place an integrated project methodology that effectively links complex inter-related tasks and streams of work</i>	Y
<i>Develop delivery / business model that addresses key Program objectives and risks</i>	Y
<i>Base the final plan on this integrated methodology</i>	Y
<i>Review all actions in the project plan against this methodology and each other as they are developed</i>	Y
<i>Understand interactions within the project and monitor these as part of monitoring processes</i>	Y
<i>Monitor progress closely and identify any inconsistencies or time lapses to ensure early correction and any impact on the methodology or other tasks</i>	Y
<i>Test project's ability to maintain a hybrid business model post 1/7/09, retaining the rebate process whilst the referred ongoing business model is implemented progressively</i>	Y

2. PROCUREMENT / LICENSING: needs for entire Program duration to be determined and fulfilled by 1/7/09

- Procurement processes/timeframes, 1/7/09 deadline for full program
- Scale of task is new to Department

Recommended Mgt Plan	Done? Y/N
<i>Identify procurement thresholds and constraints</i>	Y
<i>Identify the most appropriate procurement / licensing model (e.g. Multi-user panels, issue of licenses, etc) as part of the Business Model considerations</i>	Y
<i>Consider staged implementation of residual procurement needs to reduce time pressures</i>	Y
<i>Develop a specific procurement/licensing strategy within the business model and project methodology</i>	Y
<i>Develop an implementation timetable ensuring legal risks are dealt with effectively and allocate sufficient resources able to scope needs and assess capacity as the procurement / licensing processes are implemented</i>	Y
<i>Monitor progress, including probity considerations closely</i>	Y

3. TIME: time available to develop and deliver the program in a properly controlled way may be inadequate

- Tight timeframes to develop all elements of the program's Delivery model by 1 July
- An appropriate launch is required mid-year for the package

Recommended Mgt Plan	Done? Y/N
<i>Develop detailed project delivery / business model</i>	Y
<i>Consider timing constraints / limitations in developing implementation strategies to reduce risk where possible whilst retaining core objectives</i>	Y
<i>Clearly define:</i> <i>What will be in place 1/7/09 as a minimum delivery set and aspects that can be deferred / melded with others</i> <i>Minimum requirements vs those that industry needs to deal with as part of its operation</i>	Y
<i>Have industry leaders participate in developing guidelines / standards processes through early involvement in the program</i>	Y
<i>Simplify business model where possible, to reduce time constraints</i>	Y
<i>Closely monitor resourcing, project delivery targets etc</i>	Y
<i>Adjust resources quickly as any shortfalls are identified</i>	Y
<i>Use external resource where necessary to reduce time constraints</i>	Y
<i>Focus resourcing on prior experience, capacity to pick up new tasks quickly, self-starting</i>	Y

4. INSTALLATION (QUALITY AND COMPLIANCE): quality of installation / control by installers and compliance structures may be inadequate

- Poor quality installations
- Compliance cost (to Dep't or industry) may be excessive and process may be ineffective
- Safety - house fire/damage
- Insufficient number of auditors

Recommended Mgt Plan	Done? Y/N
<i>Consider these issues in developing the business model</i>	Y
<i>Ensure business model transfers fraud risk from Commonwealth to providers where possible and allows effective monitoring</i>	Y
<i>Develop effective process for registration of installers. Cover both financial viability and technical capacity in registration process</i>	Y
<i>Alternatively let third party contracts to do this; Set up monitoring and reporting processes to identify emerging provider stress</i>	Y
<i>Ensure contract structures provide capacity to monitor and take action on poor performing providers</i>	Y
<i>Ensure installers are properly insured and consider requiring installers to indemnify the Commonwealth against claims/loss arising from installers' actions</i>	Y
<i>Review mitigation strategies in light of the agreed business model</i>	Y

5. FRAUD: INADEQUATE CONTROLS MAY ALLOW FRAUDULENT OR INAPPROPRIATE BEHAVIOURS

- Ineligible people accessing the program
- Industry quoting above actual cost of job
- Households double dipping between Commonwealth, State and Territory Programs above out of pocket costs
- Applicant accessing both SHWR and HIP programs • Installer theft/vandalism/ professionalism
- Internal / staff member process integrity

Recommended Mgt Plan	Done? Y/N
<i>Develop specific fraud strategy based on a capacity to outsource the risk</i>	Y
<i>Review processes to test specifically for control over possible fraud / incorrect payments</i>	Y
<i>Liaise with the Department's enforcement and compliance/legal experts in developing controls</i>	Y
<i>Ensure effective monitoring of possible fraud areas in place (identify data needs and include in process development)</i>	Y
<i>Review internal processes for possible internal fraud opportunities</i>	Y
<i>Review eligibility guidelines and review processes for possible fraud opportunities</i>	Y
<i>Risk Manager to sign off on processes and policies after reviewing for possible fraud opportunities</i>	Y

6. PROGRAM COMPLEXITY: Multiple policy goals, vested commercial interests may hamper the efficient delivery of the Program.

- Governance and planning gaps may reduce the capacity of the project to deliver
- Ineffective internal decision making, resource allocation and ownership (Project Governance)
- Industry structure not properly addressed

Recommended Mgt Plan	Done? Y/N
<i>Utilise effective integrated project methodology and develop fit-for-purpose Business Model to mitigate risk</i>	Y
<i>Ensure scale of timing and project methodology (i.e. how the tasks fit together and impact on each other) mitigate risk and reduce complexity</i>	Y
<i>Ensure clarity of rules through effective internal and external communication strategies</i>	Y
<i>Set up tight internal communication structures</i>	Y
<i>Set up conflict resolution process within project to identify and resolve potential conflicts</i>	Y

7. POLITICAL: a variety of failures in the process, system, project deliverables etc may have significant indirect political/public confidence impact

- Policy changes or interactions and political scrutiny
 - Commonwealth
 - State & Territories
- Leaks about program performance
- Household demand management
- Applies in broadest sense of "political"

Recommended Mgt Plan	Done? Y/N
<i>Include political/ public confidence consideration in development of and monitoring of project methodology and Business Model</i>	Y
<i>Identify political risks (e.g. impact on public confidence) and develop a communication strategy and monitoring process that includes capacity to keep track of these</i>	Y
<i>Develop a mitigation strategy for politically sensitive risk and closely monitor developments</i>	Y
<i>Actively manage expectations through communication strategies, including:</i> <i>Market</i> <i>Installers</i> <i>Community</i> <i>Press</i> <i>Other stakeholders</i>	Y
<i>Clearly communicate key aspects of the Program, e.g. eligibility and program requirements</i>	Y
<i>Manage expectations through Working Groups (e.g. Industry) and regular meetings with key stakeholders</i>	Y

8. COMMUNICATION AND PLANNING: inadequate planning and communication may create poor delivery of communication strategy (internal and external)

- Excessive media attention on non-compliance
- Consistency of information on suppliers
- Households' lack of program awareness

Recommended Mgt Plan	Done? Y/N
<i>Develop separate communication strategy and set up detailed monitoring processes</i>	Y
<i>Include specific communication issues and strategies in the project methodology</i>	Y
<i>Develop integration processes to improve monitoring and rectification actions as needed</i>	Y
<i>Develop research and integrated data collection strategy</i>	Y

9. LEGAL: complex legal issues associated with the Program may not be fully understood or dealt with

- Insurable risk may not be fully covered and monitored
- Contracts don't clearly specify responsibilities or allocate risk
- Privacy, safety, liability issues

Recommended Mgt Plan	Done? Y/N
<i>Develop a separate legal risk management plan and implement</i>	Y
<i>External review of plan and key contracts</i>	<i>External review did not eventuate, however continuous internal reviews occurred and legal advice was sought on a range of aspects relating to program design and implementation.</i>
<i>Focus on outsourcing major risks while retaining capacity to monitor and regulate the key relationships through contracts</i>	Y
<i>Review impact of legal risk as part of decisions on the appropriate business model</i>	Y

10. INTERNAL CAPACITY: capacity to develop, staff, control and deliver the program on time may be insufficient

- Human Resources: recruitment, induction, training and integration of many new staff
 - adequate numbers and capabilities of staff
 - burn out
 - turnover/loss of corporate knowledge
 - rebate payment delays

Recommended Mgt Plan	Done? Y/N
<i>Develop a resourcing strategy in conjunction with the project Methodology and business model</i>	Y
<i>Integrate resourcing strategy with the project methodology and schedule</i>	Y
<i>Monitor resourcing needs weekly as the plan unfolds</i>	Y
<i>Include resourcing reviews in all phases of the detailed project development</i>	Y
<i>Focus resourcing on prior experience, capacity to take up new tasks quickly, self-starting, understanding of public probity, ability to work with little supervision, team player</i>	Y
<i>Maintain a flexible internal structure to respond to emerging needs quickly</i>	Y

11. REGULATION: the existing regulatory framework may not adequately support the Program's goals

- Reliance on contracts rather than legislative enforcement
- Regulation required through third party contractors

Recommended Mgt Plan	Done? Y/N
<i>Choose a regulatory approach consistent with the Program Methodology and implementation timetable based on outsourcing model and commercial contracts</i>	<i>Different business model adopted</i>
<i>Likely need to include specific regulatory aspects into contracts as the core focus of regulation</i>	<i>Different business model adopted</i>
<i>Consider need and constraints if administrative regulation path is chosen</i>	<i>Different business model adopted</i>
<i>Monitor effectiveness of regulation structures weekly and adjust if possible</i>	<i>Different business model adopted</i>
<i>Address regulatory requirements as part of the development of the project methodology and business model</i>	Y
<i>Assess existing regulatory frameworks to determine intersections with Program needs</i>	Y
<i>Link regulatory requirements to the business model and align processes with state/territory regulatory process for the industry</i>	Y
<i>Consider how licensing requirements will support broader regulatory requirements of this Program</i>	Y
<i>Consider options for incentives and penalties in contracts / agreements with suppliers</i>	Y

12. CAPACITY: Industry's capacity to produce and deliver sufficient quality materials and installations may be inadequate

- Demand for materials exceeds supply
- Transport – capability of supply chain
- Capability of installer workforce
- Development of bottlenecks

Recommended Mgt Plan	Done? Y/N
<i>Develop product supply strategy and installer availability strategy in conjunction with industry and outsourcing contractors</i>	Y
<i>Develop monitoring processes to identify emerging supply issues and a framework to deal with these</i>	Y
<i>Integrate supply and communication strategies in the program methodology</i>	Y

13. OUTCOMES: Actual outcomes (e.g. number of households included, long-term savings) may not eventuate

- Household benefits don't materialise in energy savings
- Household demand - cost of insulating household above program budget

Recommended Mgt Plan	Done? Y/N
<i>Review program methodology to identify specific strategies to ensure full take-up and to encourage a balanced progression of take-up</i>	Y
<i>Put in place monitoring processes to identify emerging trends in take-up quickly</i>	Y
<i>Adjust strategy and actions in response to emerging trends</i>	Y
<i>Retain flexibility in outsourcing structures</i>	Y

14. DELIVERY METHOD: delivery structure may result in over-centralisation, poor allocation and political / economic fallout

- Government interventions versus free market
- Inefficiency in delivery Over-centralisation through one-stop shop
- Fairness in allocation of work between Installers (esp broker system in Phase 2)

Recommended Mgt Plan	Done? Y/N
<i>Develop integrated project methodology and delivery strategy</i>	Y
<i>Review as processes are developed; put in place monitoring processes to identify and correct any developing issues</i>	Y

15. TAKE-UP: program may not achieve its objectives through poor uptake / program awareness

- Level of take-up is inadequate
- Insufficient installers in regional / remote / Indigenous areas
- LEAPR incentive insufficient for landlord uptake

Recommended Mgt Plan	Done? Y/N
<i>Develop detailed take-up strategy as part of Program methodology</i>	Y
<i>Specifically address monitoring and support structures in outsourcing contracts to achieve take-up targets</i>	Y
<i>Monitor take-up against this plan and adjust other program aspects as required</i>	Y

16. TRAINING MECHANISMS: capacity / control over installer network skills may be inadequate

- Demand for installer training may exceed capacity
- Inability to attract enough people to train to become installers
- Inability to 'fund' training for installers

Note: DEEWR will oversee

Recommended Mgt Plan	Done? Y/N
<i>Develop process for registration of installers (arrange through third party outsourcing contractors)</i>	Y
<i>Cover both financial viability and technical capacity (allow third party contracts to do this)</i>	Y
<i>Set up monitoring and reporting processes to identify emerging provider stress</i>	Y
<i>Ensure contract structures provide capacity to monitor and take action on poor performing providers</i>	Y
<i>Closely liaise with DEEWR on development and rollout of training capacity initially, and of retraining/exit strategies in second half of Program</i>	Y

17. STAKEHOLDER MANAGEMENT: risk of focussing on specific tasks and pressure groups may result in inadequate attention to all stakeholders and their interests

- Diversity of stakeholders and challenge in managing their expectations
- Industry ownership / buy-in
- National Coverage – Indigenous /Remote

Recommended Mgt Plan	Done? Y/N
<i>Develop integrated project strategy and methodology</i>	Y
<i>Set up tight internal communication structures</i>	Y
<i>Set up conflict resolution process within project to identify and resolve potential conflicts</i>	Y
<i>Have all stakeholders agree on Terms and Reference, eg through State and Territory working groups</i>	Stakeholders were consulted and agreement reached to the extent possible given the diversity of stakeholder views.
<i>Conduct regular meetings (face-to-face and teleconferences)</i>	Y

18. INDUSTRY IMPACT: structure of program may impact on capacity of the industry both in the short and longer-term

- Inflated insulation prices for a period
- Industry boom and bust – workers and product not required at end of program

Recommended Mgt Plan	Done? Y/N
<i>Include industry structure impact in program methodology</i>	Y
<i>Develop an exit strategy for the Program at the end of 2.5 years</i>	Program closed early
<i>Develop specific aspects of communication strategy to support steady implementation of the program supported by supply capacity</i>	Y
<i>Develop monitoring strategies to keep oversight of supply (materials and installers) and build-up and run-down of the industry</i>	Y
<i>Develop specific re-training / redeployment strategy and communication program for run-down at 2.5 years with DEEWR</i>	Program closed early

19. PRODUCT: Product quality may not be of adequate standard

- Product does not meet thermal efficiency standards
- Product does not meet safety standards

Recommended Mgt Plan	Done? Y/N
<i>Set product quality guidelines with industry</i>	Y
<i>Put in place regulatory framework (based on outsourcing contracts) to monitor quality and identify exceptions</i>	Y
<i>Set up third party process for dealing with quality exceptions, including rectification by alternate providers as required</i>	Y
<i>Put in place monitoring processes to monitor the overall quality and delivery standards for the Program</i>	Y
<i>Put in place arrangements with other agencies, particularly ACCC, to ensure their active involvement in ensuring industry members comply with relevant legal requirements</i>	Y

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Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 23
Topic: Minter Ellison report
Hansard Page ECA: 40

Senator TROETH asked:

Minter Ellison recommendation 3 on page 4 of their document noted that time available to develop and deliver the program in a properly controlled way may be inadequate. What steps were put in place to address this, and how many of the 11 recommendations made on that page were implemented by the time of the cessation of the original program last week?

Answer:

See answer to QON 21.

**Senate Standing Committee on Environment, Communications and the Arts
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Answers to questions on notice

Inquiry into the Energy Efficiency Homes Package

February 2010

Question No: 28
Topic: Risk register
Hansard Page ECA: 63

Senator BIRMINGHAM asked:

Perhaps you could take on notice a request for copies of those updated versions of the risk register

Answer/s:

The Risk Register was actively monitored and reviewed, with updates occurring in response to changing circumstances and emerging issues.

Attached are examples of the Risk Register and Traffic Light Report provided to the Project Control Group. Only those residual risks identified as Extreme or High were provided to the Project Control Group.

Division	REED	Project Title	Household Insulation Program
Branch /Section	Home Energy Branch	The main objectives of the Program are:	1. to provide ceiling insulation to around 2.7 million owner-occupied and rental households which, alongside other elements of the Energy Efficient Homes Package, will result in almost all Australian homes operating at a minimum of 2 stars over 2 and 2. to support households to reduce energy use to help the transition to a low carbon future and alleviate energy cost increases arising from the 3. to support and stimulate jobs in the insulation industry through the installation of ceiling insulation in the 2.7 million homes.
Date	30/07/2009		

1. Compliance and Audit Risk

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Risk Ref/ID	The Risk	Source	Consequence	Likelihood	Consequence	Risk Level	Risk Treatments	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed	Gantt Ref
	(What Can Happen?)	(How can this Happen?)	(What will happen if the risk occurs?)										
1.1	The HIP and LEAPR programs are inappropriately accessed for financial gain (Fraud against the Commonwealth)	Installers registering when they are not eligible Installers not installing the product stated Installer claiming for work not conducted Householders and installers colluding Householders not meeting eligibility criteria Commonwealth staff involved in registering and processing create fictitious payments Costs inflated to match rebate available Conflict of interest - using inside information to find loopholes in system for family or friends Corrective action too slow to identify inappropriate behaviour Inadequate resources - not enough staff with the right level of knowledge and experience No enforcement - not enough deterrent	Government funds paid inappropriately Adverse media Poor installation - non achievement of program outcomes reputation damage to the Department Higher cost for less overall product coverage Householders out of pocket/disadvantaged/requiring reimbursement Costly code of conduct investigations Unable to recover funds Fraud not identified or escalated correctly	Likely	Major	Extreme	Manage the development of an appropriate Fraud Plan. Implement the fraud plan following endorsement by PCG Post installation audit strategy - technical site inspections Post installation audit strategy - administrative reviews Option to remove installers from register (suspension) APS code of conduct - refresh internal staff Put in place assurance mechanism re installer insurance Post registration checking of installers as part of the audit program Hold payments from Installers acting inappropriately (interim solution) Hold payments from Installers acting inappropriately (final solution) Effective comms on program requirements Engage State fair trading and piggyback state legislation Communications promotion to deter opportunists Investigate results from Victoria Rebate Program Match claims data with other data sources (eg: size of company) Implement complaint management system Develop & deliver relevant induction training for compliance & audit staff Complaints and Whistleblowing strategies in place and monitored for trends	Director Fraud Director Fraud Director Compliance	Completed Ongoing 16/08/2009 16/08/2009 Completed Ongoing Completed Ongoing Completed 1/09/2009 Ongoing Ongoing Completed Ongoing	Possible	Major	High	1.6.1 1.2.1 1.4.7 1.6.1 1.3.4 1.8.6 1.6.1
1.4	Compliance and audit framework is not flexible enough to enable the delivery of all program objectives	Compliance funding may not support a broader compliance framework Compliance framework principles do not allow for voluntary compliance Reliance on other penalty frameworks rather than legislative enforcement Fewer front end fraud controls	Insulation does not adequately contribute to House R rating and energy savings Additional cost for a larger backend compliance regime Installation quality and compliance poor/unsafe Objectives are not met, loss of funds, installations and material not adequate Reduced rate of job creation	Likely	Major	Extreme	Develop links with ACCC and other regulatory bodies to achieve greater compliance/reduced fraud Ensure sufficient funds for adequate audit/compliance arrangements Engage consultant to develop the Fraud Control Plan and the audit/compliance plan Manage and monitor ongoing performance of Auditors Engage an interim provider to implement the audit plan through the conduct of the audit/compliance program Engage an ongoing provider to implement the audit plan through the conduct of the audit/compliance program Ensure audit program is comprehensive and fully integrate Fraud and Audit/Compliance regimes Implement complaint management system Place conditions on installers		Ongoing Ongoing Completed Ongoing Completed 30/09/2009 Ongoing Completed Completed	Possible	Major	High	1.6.1 1.6.1 1.8.6
1.5	Installation and quality by Installers is poor	Poor communication of policy requirements Audit and Compliance focussed on fraud and does not cover other eligibility and standards Inadequate access to training Cost cutting by installers Product used does not meet Australian and Policy standards	Customer complaints Unsafe or incorrectly installed product leads to fire/damage, injury or death Program does not meet objectives Increased cost for post installation reviews Fire/Safety issues - litigation	Possible	Critical	Extreme	DEWHA communication tools (guidelines, website, installer packs, call centre) clearly explain policy requirements. Communication through public relations is consistent. Training competency checking in Administration audits Liaise closely with DEEWR on management of Installer skills Put in place assurance mechanism re installer insurance All companies to be responsible for ensuring supervision of staff in their employ (Liaison)		Ongoing 30/09/2009 Ongoing Completed Ongoing	Possible	Critical	High	1.6.1

2. IT and Business Model

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Risk Ref/ID	The Risk	Source	Consequence	Likelihood	Consequence	Risk Level	Risk Treatments	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed	Gantt Ref
	(What Can Happen?)	(How can this Happen?)	(What will happen if the risk occurs?)										
2.3	Business Model and System does not support Audit and Compliance Program and other reporting requirements	Audit reporting data not captured by system Fraud controls not built into system requiring more/ more detailed information for back end controls Low tolerance for risk leads to high volume rejections No address checks PIN mismanagement Grey areas in internal reporting requirements	Increased risk of opportunistic and intentional fraud Inability to identify individual installers behaving inappropriately Unable to meet Program objectives and Government expectations Increased cost of post payment audit activity Increase in time consuming, adhoc and non-standard reporting	Possible	Major	High	Ensure business model is appropriate through process mapping Medicare to provide input into Fraud Strategy All audit field requirements finalised All reporting requirements finalised	Medicare	Ongoing Completed Release 2 Release 2	Possible	Major	High	1.6.1 1.2.11

3. Policy and Program Delivery

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Risk Ref/ID	The Risk	Source	Consequence	Likelihood	Consequence	Risk Level	Risk Treatments	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed	Gantt Ref
	(What Can Happen?)	(How can this Happen?)	(What will happen if the risk occurs?)										
3.3	Incorrect interpretation of Policy Direction/Unexpected change to Policy direction	Change in Government Change in budget Change in Government policy direction Inexperienced team implementing policy Delay in announcing policy change for residential care arrangements Short timeframes/high visibility Political pressure from conflicting groups	Additional cost to rework/implement changes Loss of reputation/credibility to stakeholders Public confusion Stakeholder expectations not met, adverse media coverage. Program objectives not achieved Quality of Program reduced	Likely	Major	Extreme	Stakeholder engagement Strategy Comms Strategy including Plain English policy interpretation Close engagement with Minister/Minister's Office; being responsive to their concerns and issues and providing advice that is frank and robust as required Establish effective dialogue between related portfolios (DEEWR, DOHA, DCC) Contingency Planning. Pilots and hard to reach strategy Continued liaison with ministers office and PM&C in regards to residential care Evaluation Framework correctly identifies priorities for measurement	Executive	Completed Ongoing Ongoing Ongoing Completed Ongoing 12/08/2009	Possible	Major	High	1.5.1

4. Program Marketing

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Risk Ref/ID	The Risk	Source	Consequence	Likelihood	Consequence	Risk Level	Risk Treatments	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed	Gantt Ref
	(What Can Happen?)	(How can this Happen?)	(What will happen if the risk occurs?)										
4.3	Stakeholder communication drives inappropriate level of demand.	Advertising/PR effort is unbalanced or not focused in the right areas causing too little or too much demand Rolling out advertising/PR too early or too widely drives more demand than the delivery model can cope with. ANAO does not approve TV as part of advertising mix Other campaigns happen at same time (Industry advertising) Inevitable level of community and media interest will exist even without a campaign	Program undersubscribed. Jobs aims not met. Stakeholder expectations not met Demand exceeds delivery model capability. Delivery system overloaded. Customers waiting for installations, installers waiting for payments. Criticism through media. Reduced ability to drive mass demand Project targets and objectives not met A base level of demand will exist no matter what	Almost certain	Critical	Extreme	Communication campaign aligned with delivery model through close consultation between sections. Insulation phase of campaign timed to suit delivery capability. Integrated communication campaign which includes mix of advertising and public relations which allows closer management of campaign reach. Ongoing monitoring of take-up, PR activity adjusted accordingly. Develop robust cost/benefit analysis including take-up statistics and research tracking results to make a strong argument for our suggested advertising mix Flexible campaign to manage changes to take-up	Public Affairs	Ongoing Ongoing as needed Ongoing	Possible	Major	High	1.7.3

5 Program Management

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Risk Ref/ID	The Risk	Source	Consequence	Likelihood	Consequence	Risk Level	Risk Treatments	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed	Gantt Ref
	(What Can Happen?)	(How can this Happen?)	(What will happen if the risk occurs?)										
	No risks to report												

PART A.1 - Analysing Compliance and Audit Risks

PCG Summary Report

		Product used does not meet Australian and Policy standards	Fire/Safety issues - litigation				All companies to be responsible for ensuring supervision of staff in their employ (Liaison)	Ongoing		
							Engage an ongoing provider to implement the audit plan through the conduct of the audit/compliance program	30/09/2009		
			Adverse media attention				Complaints referral and follow-up system to State Fair Trading and ACCC	Completed		

PART A.2 - Analysing IT and Business Model Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
2.3	Business Model and System does not support Audit and Compliance Program and other reporting requirements	Audit reporting data not captured by system Fraud controls not built into system requiring more/ more detailed information for back end controls Low tolerance for risk leads to high volume rejections PIN mismanagement Current system does not support policy requirements Grey areas in internal reporting requirements	Increased risk of opportunistic and intentional fraud Inability to identify individual installers behaving inappropriately Unable to meet Program objectives and Government expectations Increased cost of post payment audit activity Increase in time consuming, adhoc and non-standard reporting	Likely	Critical	Extreme	HIP/Medicare working on Release 2 priorities - bi-weekly meetings Development and implementation of options for better information management Activation of the CAAT (improved data analytics) Finalise installer case management system Ensure business model is appropriate through process mapping Medicare to provide input into Fraud Strategy All audit field requirements finalised All reporting requirements finalised Pend payment capability (interim) Pend payment capability (final)	Protiviti Medicare	Ongoing 30/12/09 30/09/09 Ongoing Ongoing Completed Release 2 Release 2 Completed Release 2	Unlikely	Critical	High

PART A.3 - Analysing Policy Development and Program Delivery Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
3.3	Rapid change to Policy direction / Incorrect interpretation of Policy Direction	Change in Government Change in budget Change in Government policy direction No industry consultation on changes to guidelines Inexperienced team implementing policy Short timeframes/high visibility Political pressure from conflicting groups	Additional cost to rework/implement changes Loss of reputation/credibility to stakeholders Industry unable to comply with required changes New guidelines developed quickly create loopholes issues not being considered appropriately Public confusion Stakeholder expectations not met, adverse media coverage. Program objectives not achieved Quality of Program reduced	Likely	Major	Extreme	Stakeholder engagement strategy Comms Strategy including Plain English policy interpretation Close engagement with Minister/Minister's Office; being responsive to their concerns and issues and providing advice that is frank and robust as required Establish effective dialogue between related portfolios (DEEWR, DOHA, DCC) QTBs updated daily during sitting periods with running issues to ensure consistent messaging Continued liaison with ministers office and PM&C in regards to residential care Evaluation Framework correctly identifies priorities for measurement Key milestone review after end September highlighting impact of policy change Delivery Gaps identified and and Policy Documents updated appropriately		Completed Completed Ongoing Ongoing Ongoing ongoing Ongoing Completed 31/10/2009 tba	Possible	Major	High

PART A.4 - Analysing Program Marketing Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
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4.1	Inconsistent information acts as barrier to program delivery	Industry and households receive conflicting and inconsistent information from various sources (eg call centre, public relations, website, advertising, backbenchers, media queries, installers) Old information still in the marketplace Stakeholders are mis-informed by non government sources Rapidly changing policy decisions Industry website contain incorrect/inappropriate information Internal communications inadequate. Tight timeframes Poor version control when paper products are updated Conflicting information on government websites	Program loses credibility. Loss of reputation. Minister and Department embarrassed. Stakeholders become confused Department unable to respond fast enough to reach all stakeholders in a timely manner All stakeholders become confused loss of confidence in Department to manage program Installers don't engage Different parts of the Department are interpreting policy differently (and providing advice to industry accordingly) High levels of accidental and deliberate non-compliance Government loses ability to prosecute fraud cases because duty of care not fulfilled.	Possible	Major	High	Call centre has revised scripts to address program changes Implement all action listed in revised Stakeholder Management Plan (Janine Leake) Implement all action listed in COMMUNICATIONS STRATEGY Announcement of changes to Energy Efficient Homes Package August 2009 Protocols set in place for media queries. Clearly track major changes to guidelines via version control. Update all communication tools (eg website, call centre, factsheets) when policy changes. Monitor industry websites and ring to correct any outdated information. Key working documents, decisions and policy to be published on DEWHA intranet with version control and alerts. Clear delegation of tasks and responsibilities All communication material cleared by HEB to ensure consistency with policy. Stakeholder communications coordinated through Stakeholder Management Section in accordance with agreed plan. Public Affairs rep to participate in all Stakeholder planning activities. One policy person is assigned responsibility for line area communication tools (eg website, call centre) and improvements made urgently. All tools kept up to date (eg website, call centre scripts). Standard key messages developed as part of communication campaign to ensure consistent messaging.	Complete	Completed	Likely	Moderate	High				
4.2	Government and program loses credibility because insulation material is not available (lack of supply)	Imbalance and timing of supply and demand Demand will increase once hard cap is announced (panic buying) Industry unable to produce enough insulation Stockpiling of product by large installers Geographical gaps in installer coverage Hard cap to program funding causes increased demand (panic buying) Landlords being eligible for full \$1600 increases demand Criticism from potential new entrants that the programs are not driving NEW jobs straight away	Insulation materials not available in sufficient quantity. Imported product necessary Criticism from industry and the public that govt out of touch. Small installers driven out of the market Some consumers not able to access installer in their area Delivery system overloaded. Customers waiting for installations Criticism through media. Jobs aims not met.	Likely	Critical	Extreme	Develop strategy to promote Product quality/Compliance with Aus standards Develop product supply strategy and installer availability strategy including regular data collection and monitoring DEWHA to liaise closely with industry to monitor and report demand and supply signals. Adapt PR & advertising in line with supply indicators Criteria to be tested in consultation with industry and small test group of installers Regular mapping of geographic installer coverage Stakeholder management strategy to be developed including plan to drive install registrations PR to target identified installer gaps Registration tools/process written in plain English. User testing in the week before launch Develop product supply strategy and installer availability strategy including regular data collection and monitoring MOU with DEEWR and key stakeholders to match job seekers to training DEEWR/DEWHA working on training for new entrants & RTO's encouraged to deliver training for new entrants	Medicare, HEB, Comms	Ongoing	Ongoing	Ongoing	Completed	Ongoing	Completed	Ongoing	Extreme

4.3	Stakeholder communication unable to positively engage key influencers	Interest groups, energy utilities, MPs, Unions, VET, Environmental groups, Welfare Orgs and NGOs not supportive of program or misunderstand objectives.	Negative publicity for the program. Sustained adverse media attention damages reputation of program, DEWHA and Government. Minister and Department embarrassed.	Almost Certain	Minor	High	Increased frequency of communications to industry	All Directors	Ongoing	Possible	Major	High
		Lack of time to appropriately engage all stakeholders on changes to policy	Stakeholders become confused				Implement all action listed in revised Stakeholder Management Plan (Janine Leake)					
			More complaints, more ministerials, more media inquiries, more general inquiries cause strain on existing resources				Implement all action listed in COMMUNICATIONS STRATEGY Announcement of changes to Energy Efficient Homes Package August 2009		Completed			
			Loss of stakeholder support				Communication strategy developed to utilise communication opportunities with stakeholders		Ongoing			
		Media coverage of program flaws - real and perceived	Stakeholders develop unrealistic expectations of the program				Enquiries handled promptly by senior staff.					
			Public loses confidence.						Ongoing			
		Key journalists or publications run a negative agenda/campaign regarding our programs	Industry associations disengage				As standard practice, QTBs will be updated daily during sitting periods with running issues to ensure consistent messaging					
			Influencers not engaged and leveraged to maximise program benefits, particularly for outreach activities				Compliments and complaints managed appropriately		Ongoing			
			Increased Ministerials				Increased staff in complaints areas, industry consultation including retailers		Ongoing			
		Complaints not managed / responded to appropriately	Increase in staff time spent handling media enquiries reducing time to handle other business				Proactive installer advisory emails targetting commonly asked question re new guidelines		30/09/2009			
			Project is closed early				PR strategy being developed as part of Phase 2 communications strategy		Completed			
							HIP and LEAPR policy and procedure manual version 1		Completed			
							Issues management strategy and system in place		Completed			

PART A.5 - Analysing Program Management Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
5.1	Program complexity and /or changing policy goals hamper the delivery of the Program	A change in policy position by the Government	Increased scope of the program reduces quality of delivery and increases cost	Almost Certain	Critical	Extreme	Development and implementation of options for better information management	All Directors	30/12/2009	Possible	Major	High
		Industry not core business of Dept Program requirements change	Job outcomes not realised				Implement all action listed in revised Stakeholder Management Plan (Janine Leake)	All Directors	Complete			
			Energy efficiency outcomes not realised				Project team structured to react flexibly - clear roles and responsibilities	All directors	Complete			
			Key issues not recognised and managed				Rapid escalation process in-place to resolve minor changes in policy/scope					
			Confusion by target audience				Regular monitoring and review of stakeholder engagement		Ongoing			
			Reduced or loss of reputation.				Communications strategy implemented		Complete			
			More difficult to measure success				Target audience surveys.		Complete			
							Proactive installer advisory emails targetting commonly asked question re new guidelines		30/09/2009			
5.2	Internal Capacity to develop staff to control and deliver the Program is insufficient	Human Resources recruitment induction, training and integration of many new staff slows appointments	Inadequate resources causes increased pressure on staff increasing staff burnout and loss of staff	Likely	Major	Extreme	Coordinating recruitment across Branch to get appropriate skills/streamline processes	All Directors	Ongoing	Possible	Major	High
		Inadequate timeframe to increase resources to deliver on changing policy requirements					Additional recruitment	All Directors	Ongoing			
							Identified better use of existing resources rather than additional resources	All Directors				
							Develop & deliver relevant induction training for compliance & audit staff		30/09/2009			
							Finalise branch structure and continue to monitor effectiveness	All Directors	23/09/2009			

		<p>Limited time for appropriate training</p> <p>Adequate numbers and capabilities of staff do not exist</p> <p>Governance and planning gaps reduce the capacity to identify staffing requirements</p> <p>Turnover loss of corporate knowledge</p>	<p>poor processes and controls, corners cut or lack of expertise does not identify best, most efficient options</p> <p>Ineffective internal decision making, resource allocation and ownership (Governance)</p> <p>Time delays and cost increase</p>			<p>Identify skills , engage in targeted recruitment and engage technical specialists as contractors as required</p> <p>Divisional restructure to meet requirements and make best use of resources</p> <p>PCG established and meeting weekly</p> <p>Daily project team meeting</p> <p>Internal program health check</p> <p>Experienced interim compliance manager in place</p> <p>Experienced ongoing compliance and fraud managers in place</p> <p>Clear roles and responsibilities documented and communicated at all levels</p> <p>Clear business processes developed</p> <p>Clear decision making pathways/ delegations developed</p> <p>Co-location of staff</p> <p>Tailored training as required</p>	<p>All directors</p> <p>Senior executive</p> <p>All directors</p> <p>People Management Branch</p>	<p>Ongoing</p> <p>Complete</p> <p>Complete</p> <p>Ongoing</p> <p>Complete</p> <p>Complete</p> <p>Complete</p> <p>Ongoing</p> <p>Complete</p> <p>Complete</p> <p>Ongoing</p>				
5.4	Program expenditure varies from budget	<p>Lack of financial controls</p> <p>Medicare system costs increase</p> <p>Installers not rolling out to timeframes</p> <p>Public take-up not as expected</p> <p>No incentives to minimise cost of installation.</p> <p>Policy changes</p> <p>Inflated cost of insulation</p>	<p>Unexpected closure of program (run-out of funds sooner than anticipated)</p> <p>ANAO focus</p> <p>Non delivery of program</p> <p>Funds reallocated to other Gov priorities</p> <p>Not enough funding to cover expanded/underestimated number of households</p> <p>Non-compliance with the FMA Act</p> <p>Rate of spend increases Funds exhausted while unprocessed claims remain</p>	Likely	Moderate	High	<p>APS 6 Finance Officer appointed to enable closer monitoring</p> <p>Activation of the CAAT (improved data analytics)</p> <p>Finance reporting framework finalised</p> <p>Resources dedicated to project finances in place</p> <p>Active Financial Monitoring and management processes in place</p> <p>Medicare service agreement and ECR</p> <p>Senior Executive monitoring - buy in</p>	Protiviti	<p>Complete</p> <p>30/09/2009</p> <p>Complete</p> <p>Complete</p> <p>31/10/2009</p> <p>Complete</p> <p>Ongoing</p>	Possible	Major	High

Division	REED	Project Title	Household Insulation Program
Branch /Section	Home Energy Branch	The main objectives of the Program are:	1. to provide ceiling insulation to owner-occupied and rental households which, alongside other elements of the Energy Efficient Homes Package, will result in almost all Australian homes operating at a minimum of 2 stars over 2 2. to support households to reduce energy use to help the transition to a low carbon future and alleviate energy cost increases arising from the introduction of the CPRS. 3. to support and stimulate jobs in the insulation industry through the installation of ceiling insulation in homes.
Date	30/09/2009		

PART A.1 - Analysing Compliance and Audit Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
1.1	The HIP and LEAPR programs are inappropriately accessed for financial gain (Fraud against the Commonwealth)	<p>Installers registering when they are not eligible</p> <p>Installers not installing the product stated</p> <p>Installer claiming for work not conducted</p> <p>Householders and installers colluding</p> <p>Householders not meeting eligibility criteria</p> <p>Commonwealth staff involved in registering and processing create fictitious payments</p> <p>Costs inflated to match rebate available</p> <p>Conflict of interest - using inside information to find loopholes in system for family or friends</p> <p>Corrective action too slow to identify inappropriate behaviour</p> <p>There will be increased demand on audit and site inspections in a compressed timeframe</p> <p>Inadequate resources - not enough staff with the right level of knowledge and experience</p> <p>No enforcement - not enough deterrent</p>	<p>Government funds paid inappropriately</p> <p>Adverse media</p> <p>Poor installation - non achievement of program outcomes</p> <p>reputation damage to the Department</p> <p>Higher cost for less overall product coverage</p> <p>Householders out of pocket/disadvantaged/requiring reimbursement</p> <p>Costly code of conduct investigations</p> <p>Unable to recover funds / funds no longer able to be used for the program</p> <p>Hard cap on funds means if funds are lost to fraud public at a greater disadvantage</p> <p>Fraud not identified or escalated correctly</p>	Likely	Major	Extreme	<p>Addressing strategic management issues around compliance to improve ability to respond to issues arising eg lack of CMS, lack of signed off fraud plan</p> <p>Activation of the CAAT (improved data analytics)</p> <p>Installer case management system operational</p> <p>Phase 2 roof inspection program in place</p> <p>Enhance compliance education activity including proactive communication to educate installers on compliance requirements</p> <p>Manage the finalisation of an appropriate Fraud Plan.</p> <p>Implement the fraud plan following endorsement by PCG</p> <p>Post installation audit strategy - technical site inspections</p> <p>Post installation audit strategy - administrative reviews</p> <p>Option to remove installers from register (suspension)</p> <p>APS code of conduct - refresh internal staff</p> <p>Put in place assurance mechanism re installer insurance</p> <p>Post registration checking of installers as part of the audit program</p> <p>Hold payments from Installers acting inappropriately (interim solution)</p> <p>Hold payments from Installers acting inappropriately (final solution)</p> <p>Effective comms on program requirements</p> <p>Engage State fair trading and piggyback state legislation</p> <p>Communications promotion to deter opportunists</p> <p>Investigate results from Victoria Rebate Program</p> <p>Match claims data with other data sources (eg: size of company)</p> <p>Implement complaint management system</p> <p>Engage an ongoing provider to implement the audit plan through the conduct of the audit/compliance program</p> <p>PWC audit program rolled out and monitored</p> <p>Develop & deliver relevant induction training for compliance & audit staff</p> <p>Reduce operational load on Compliance Committee to enable emphasis on compliance policy and to allow compliance section to handle routine operational claims issues</p> <p>Closer examination of complaints issues at source to identify priorities for faster follow up</p> <p>Working with geocoding people elsewhere in DEWHA to reduce time taken to check geographical viability of claims</p> <p>Complaints and Whistleblowing strategies in place and monitored for trends</p> <p>MOU in place with ATO re GST</p>	Protiviti	<p>Mar-10</p> <p>30/09/2009</p> <p>Ongoing</p> <p>Ongoing</p> <p>30/11/2009</p> <p>Ongoing</p> <p>16/08/2009</p> <p>Completed</p> <p>Ongoing</p> <p>Completed</p> <p>Ongoing</p> <p>Completed</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Completed</p> <p>Completed</p> <p>30/10/2009</p> <p>Completed</p> <p>Ongoing</p> <p>Completed</p> <p>Ongoing</p> <p>Ongoing</p>	Possible	Major	High
1.5	Installation and quality by installers is poor	<p>Poor communication of policy requirements</p> <p>Audit and Compliance focussed on fraud and does not cover other eligibility and standards</p> <p>Inadequate access to training</p> <p>Cost cutting by installers</p> <p>Product used does not meet Australian and Policy standards</p>	<p>Customer complaints</p> <p>Unsafe or incorrectly installed product leads to fire/damage, injury or death</p> <p>Program does not meet objectives</p> <p>Increased cost for post installation reviews</p> <p>Fire/Safety issues - litigation</p>	Possible	Critical	Extreme	<p>Additional compliance audit activity</p> <p>Enhance compliance education activity including proactive communication to educate installers on compliance requirements</p> <p>DEWHA communication tools (guidelines, website, installer packs, call centre) clearly explain policy requirements. Communication through public relations is consistent and includes info about the quality of materials.</p> <p>Mandatory training competency checking in desktop audits</p> <p>Liaise closely with DEEWR on management of Installer skills</p> <p>Put in place assurance mechanism re installer insurance</p> <p>All companies to be responsible for ensuring supervision of staff in their employ (Liaison)</p> <p>Process developed on how to handle fires linked to poor installation work</p>	Compliance Committee	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Completed</p> <p>Ongoing</p> <p>01/10/2009</p>	Possible	Major	High

Project Control Group Meeting 1 October 2009
Agenda Item 7b - Risk Register

		Installer leaving job unfinished or has not insurance	Householder left with job not done/not completed				Engage an ongoing provider to implement the audit plan through the conduct of the audit/compliance program PWC audit program rolled out and monitored Examine options for a contingency fund/allowing householder to claim for a new job Complaints referral and follow-up system to State Fair Trading and ACCC		Completed			
			Adverse media attention						Completed			

PART A.2 - Analysing IT and Business Model Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
2.3	Business Model and System does not support Audit and Compliance Program and other reporting requirements	Audit reporting data not captured by system Fraud controls not built into system requiring more/ more detailed information for back end controls Low tolerance for risk leads to high volume rejections PIN mismanagement Current system does not support policy requirements Grey areas in internal reporting requirements	Increased risk of opportunistic and intentional fraud Inability to identify individual installers behaving inappropriately Unable to meet Program objectives and Government expectations Increased cost of post payment audit activity Increase in time consuming, adhoc and non-standard reporting	Likely	Critical	Extreme	HIP/Medicare working on Release 2 priorities - bi-weekly meetings Development and implementation of options for better information management Activation of the CAAT (improved data analytics) Installer case management system operational Ensure business model is appropriate through process mapping Medicare to provide input into Fraud Strategy All audit field requirements finalised All reporting requirements finalised Pend payment capability (interim) Pend payment capability (final)	Protiviti Medicare Medicare	Ongoing 30/12/09 30/09/09 Ongoing Ongoing Completed Release 2 Release 2 Completed Release 2	Unlikely	Critical	High

PART A.3 - Analysing Policy Development and Program Delivery Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
3.3	Rapid change to Policy direction / Incorrect interpretation of Policy Direction	Change in Government Change in budget Change in Government policy direction No industry consultation on changes to guidelines Inexperienced team implementing policy Short timeframes/high visibility Political pressure from conflicting groups	Additional cost to rework/implement changes Loss of reputation/credibility to stakeholders Industry unable to comply with required changes New guidelines developed quickly create loopholes issues not being considered appropriately Public confusion Stakeholder expectations not met, adverse media coverage. Program objectives not achieved Quality of Program reduced	Likely	Major	Extreme	Stakeholder engagement strategy Comms Strategy including Plain English policy interpretation Close engagement with Minister/Minister's Office; being responsive to their concerns and issues and providing advice that is frank and robust as required Establish effective dialogue between related portfolios (DEEWR, DOHA, DCC) QTBs updated daily during sitting periods with running issues to ensure consistent messaging Continued liaison with ministers office and PM&C in regards to residential care Evaluation Framework correctly identifies priorities for measurement Key milestone review after end September highlighting impact of policy change Delivery Gaps identified and Policy Documents updated appropriately		Completed Completed Ongoing Ongoing Ongoing ongoing Ongoing Completed 31/10/2009 Completed	Possible	Major	High

PART A.4 - Analysing Stakeholder Management Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
4.2	Government and program loses credibility because insulation material is not available (lack of supply)	Imbalance and timing of supply and demand Demand will increase once hard cap is announced (panic buying) Industry unable to produce enough insulation Stockpiling of product by large installers Geographical gaps in installer coverage Hard cap to program funding causes increased demand (panic buying) Landlords being eligible for full \$1600 increases demand Criticism from potential new entrants that the programs are not driving NEW jobs straight away	Insulation materials not available in sufficient quantity. Imported product necessary Criticism from industry and the public that govt out of touch. Small installers driven out of the market Some consumers not able to access installer in their area Delivery system overloaded. Customers waiting for installations Criticism through media. Jobs aims not met.	Likely	Critical	Extreme	Develop strategy to promote Product quality/Compliance with Aus standards Develop product supply strategy and installer availability strategy including regular data collection and monitoring DEWHA to liaise closely with industry to monitor and report demand and supply signals. Adapt PR in line with supply indicators Criteria to be tested in consultation with industry and small test group of installers Regular mapping of geographic installer coverage Stakeholder management strategy to be developed including plan to drive install registrations Registration tools/process written in plain English. User testing in the week before launch MOU with DEEWR and key stakeholders to match job seekers to training DEEWR/DEWHA working on training for new entrants & RTO's encouraged to deliver training for new entrants	Medicare, HEB, Comms	Ongoing Ongoing Ongoing Completed Ongoing Completed Completed Completed Ongoing	Likely	Major	Extreme
4.3	Stakeholder communication unable to positively engage key influencers	Interest groups, energy utilities, MPs, Unions, VET, Environmental groups, Welfare Orgs and NGOs not supportive of program or misunderstand objectives. Lack of time to appropriately engage all stakeholders on changes to policy Media coverage of program flaws - real and perceived Key journalists or publications run a negative agenda/campaign regarding our programs Complaints not managed / responded to appropriately	Negative publicity for the program. Sustained adverse media attention damages reputation of program, DEWHA and Government. Minister and Department embarrassed. Stakeholders become confused More complaints, more ministerials, more media inquiries, more general inquiries cause strain on existing resources Loss of stakeholder support Stakeholders develop unrealistic expectations of the program Public loses confidence. Industry associations disengage Influencers not engaged and leveraged to maximise program benefits, particularly for outreach activities Increased Ministerials Increase in staff time spent handling media enquiries reducing time to handle other business Project is closed early	Almost Certain	Minor	High	Increased frequency of communications to industry Implement all action listed in revised Stakeholder Management Plan (Janine Leake) Develop COMMUNICATIONS STRATEGY for changes to Energy Efficient Homes Package August 2009 Implement all action listed in COMMUNICATIONS STRATEGY Announcement of changes to Energy Efficient Homes Package August 2009 Communication strategy developed to utilise communication opportunities with stakeholders Enquiries handled promptly by senior staff. As standard practice, QTBs will be updated daily during sitting periods with running issues to ensure consistent messaging Compliments and complaints managed appropriately Increased staff in complaints areas, industry consultation including retailers Proactive installer advisory emails targetting commonly asked question re new guidelines/updates PR strategy being developed as part of Phase 2 communications strategy HIP and LEAPR policy and procedure manual version 1 Issues management strategy and system in place	All Directors All Directors	Ongoing Completed Completed Completed Ongoing Ongoing Ongoing Ongoing Completed Completed Completed	Possible	Major	High

4.4	Negative impacts on internal and external stakeholders from program ending early	External factors		Almost Certain	Major	Extreme	Consider policy options to slow demand QTB's used appropriately to keep the Minister and parliament appropriately informed Bring forward budget to ensure adequate funds for 09/10 Communicate policy approach through channels outlined in communication strategy Stakeholder management plan adapted to manage expectations Budget graphic developed (thermometer) for display on website Budget graphic published and maintained on website Maintain industry liaison /one on one contact Installer advisory emails to convey appropriate messages Appropriate feedback maintained on website		Ongoing	Possible	Major	High
		High demand uses up budget more quickly than expected	Businesses caught unaware by early program closure									
		Unexpected Job losses in industry	Householders miss out on offer									
		Government doesn't foreshadow revised end date far enough in advance	Negative publicity for the program. Sustained adverse media attention damages reputation of program, DEWHA and Government. Minister and Department embarrassed.						Completed			
4.5	Complaints handling process not effective	Internal factors										
		Early closure impacts Workforce planning	Staff numbers difficult to maintain/manage				Develop strategies for managing staff numbers to meet demand		01/12/2009			
			Staff expectations not met				Develop communication strategy to keep staff informed		01/12/2009			
			Longer term Budget and Accommodation needs are less than planned				Work with CSD on accommodation/resource planning		01/12/2009			
4.5	Complaints handling process not effective		Permanent staff need to be redeployed earlier than anticipated				Develop staffing plan		01/12/2009			
		Different stakeholder expectations regarding rate of response and closure mechanisms	Stakeholders become confused and understanding of statistics is inconsistent	Likely	Major	Extreme	Rewiew of complaints handling processes (includes Janine Leake) Implementation of Customer service outcomes from review Regular meetings amongst relevant areas	All Directors	10/10/2009 30/10/2009	Possible	Major	High
		Media coverage damaging to program	Negative publicity for the program. Sustained adverse media attention damages reputation of program, DEWHA and Government. Minister and Department embarrassed. Increased ministerials Increase in staff time spent handling enquiries reducing time to handle other business				Briefing the Minister's office Consistent handling of complaints across the branch	All directors	Ongoing Ongoing			
		Lack of understanding of new IT system and processes					Adoption of Australian standards for complaints handling Education for all relevant areas on complaints database	All directors	Ongoing 15/10/2009			
4.5	Complaints handling process not effective						Implementation of IT system elements of the Complaints review		Ongoing			
							Complaints database in place and operating effectively and updated as required.		30/10/2009			
							Complaints and whistleblowing strategies in place and moinorted for trends		Ongoing			
							Closer examination of complaints issues at source to identify priorities for faster followup		Ongoing Ongoing			
4.5	Complaints handling process not effective											

PART A.5 - Analysing Program Management Risks

Risk Ref/ID	The Risk (What Can Happen?)	Source (How can this Happen?)	Consequence (What will happen if the risk occurs?)	Likelihood	Consequence	Inherent risk level before any treatment	Completed Risk Treatments and Further Risk treatments required	By Who	Planned Completion Date	Likelihood	Consequence	Risk after Treatment completed
5.1	Program complexity and /or changing policy goals hamper the delivery of the Program	A change in policy position by the Government Industry not core business of Dept Program requirements change	Increased scope of the program reduces quality of delivery and increases cost Job outcomes not realised Energy efficiency outcomes not realised Key issues not recognised and managed Confusion by target audience Reduced or loss of reputation. More difficult to measure success	Almost Certain	Critical	Extreme	Development and implementation of options for better information management Implement all action listed in revised Stakeholder Management Plan (Janine Leake) Project team structured to react flexibly - clear roles and responsibilities Rapid escalation process in-place to resolve minor changes in policy/scope Regular monitoring and review of stakeholder engagement Communications strategy implemented Target audience surveys. Proactive installer advisory emails targetting commonly asked question re new guidelines	All Directors All directors	30/12/2009 Complete Complete Ongoing Complete Complete 30/09/2009	Possible	Major	High
5.2	Internal Capacity to develop staff to control and deliver the Program is insufficient	Human Resources recruitment induction, training and integration of many new staff slows appointments Inadequate timeframe to increase resources to deliver on changing policy requirements Limited time for appropriate training Adequate numbers and capabilities of staff do not exist Governance and planning gaps reduce the capacity to identify staffing requirements Turnover loss of corporate knowledge	Inadequate resources causes increased pressure on staff increasing staff burnout and loss of staff poor processes and controls, corners cut or lack of expertise does not identify best, most efficient options Ineffective internal decision making, resource allocation and ownership (Governance) Time delays and cost increase	Likely	Major	Extreme	Coordinating recruitment across Branch to get appropriate skills/streamline processes Additional recruitment Identified better use of existing resources rather than additional resources Develop & deliver relevant induction training for compliance & audit staff Finalise branch structure and continue to monitor effectiveness Identify skills , engage in targeted recruitment and engage technical specialists as contractors as required Divisional restructure to meet requirements and make best use of resources PCG established and meeting weekly Daily project team meeting Internal program health check Experienced interim compliance manager in place Experienced ongoing compliance and fraud managers in place Clear roles and responsibilities documented and communicated at all levels Clear business processes developed Clear decision making pathways/ delegations developed Co-location of staff Tailored training as required	All Directors All Directors All Directors All directors Senior executive All directors People Management Branch	Ongoing Ongoing 30/09/2009 23/09/2009 Ongoing Complete Complete Ongoing Complete Complete Complete Ongoing Complete Complete Ongoing	Possible	Major	High
5.4	Program expenditure varies from budget	Lack of financial controls Medicare system costs increase Installers not rolling out to timeframes Public take-up not as expected No incentives to minimise cost of installation. Policy changes Inflated cost of insulation	Unexpected closure of program (run-out of funds sooner than anticipated) ANAO focus Non delivery of program Funds reallocated to other Gov priorities Not enough funding to cover expanded/underestimated number of households Non-compliance with the FMA Act Rate of spend increases Funds exhausted while unprocessed claims remain	Likely	Moderate	High	APS 6 Finance Officer appointed to enable closer monitoring Activation of the CAAT (improved data analytics) Finance reporting framework finalised Resources dedicated to project finances in place Active Financial Monitoring and management processes in place Medicare service agreement and ECR Senior Executive monitoring - buy in	Protiviti	Complete 30/09/2009 Complete Complete Ongoing Complete Ongoing	Possible	Major	High

Project Control Group Meeting 3 December 2009
Agenda Item 4 – Risk Traffic Light Report 1 December 2009

DEWHA: Home Insulation Program: Risk Management Report

Strategic objective: To enable the HIP Project Control Group to maintain active oversight of significant risks to achieving Program Key Result Areas (KRAs). Blue shading – new this week

HIP Risks – significant risks after treatment at 01 December 2009	Risk rating after treatment at 01 December 2009	Operational Outcome 1 The Program successfully injects funds to stimulate the economy	Operational Outcome 2 Funds are provided to installers when they should be and not provided when they shouldn't	Operational Outcome 3 The public is getting value for money from the program including increased energy efficiency/reduced energy costs	Operational Outcome 4 The program is effectively managing the risk of impacting installer & householder safety and property	Additional risk management strategies required
1.1 The HIP and LEAPR programs are inappropriately accessed for financial gain (Fraud against the Commonwealth)	Likely Major =Extreme					
4.2 Government and program loses credibility because insulation material is not available (lack of supply) – in particular leading to poor quality insulation	Likely Moderate =High					Collect and analyse more information on fires with insulation before 2009 DH (Requests for information sent to States/Territories week beginning 23 Nov- replies received from 2 states so far)
4.4 Negative impacts on internal and external stakeholders from program ending early	Possible Major =High					Further consideration of publishing claims made and market share information – AS/DPM/KB (Part of package for Dec 1 changes.) Develop Exit Strategy
1.5 Installation and quality by Installers is poor	Possible Major =High					
5.2 Internal Capacity to develop staff to control and deliver the Program is insufficient	Likely Major =Extreme					
4.5 Complaints handling process not effective	Possible Major =High					
2.3 Business Model and System are not flexible enough to adapt to demand or program trends	Unlikely Critical =High					Meet with Medicare to discuss cost benefit of later release 2 upgrades in light of early ending - DPM (Meeting was scheduled for 1 December 2009 but has been deferred)
1.7 Compliance and audit program is not effective in managing risks to program integrity	Possible Major =High					Additional senior strategic input to come from taskforce (CS/KM) (Underway) New Compliance Branch being established.
5.1 Program complexity and /or changing policy goals hamper the delivery of the Program	Likely Major = Extreme					
3.3 Rapid change to Policy direction / Incorrect interpretation of Policy Direction	Likely Major =Extreme					Develop detail on strategic risk emerging from risk review re Govt buy in to installer/householder relationship and installation, and resulting liability issues DPM/GW. Paper on decision matrix went to the Minister. Action required to review Minister's decision.
4.3 Stakeholder communication unable to positively engage key influencers	Possible Major =High					
5.4 Program expenditure varies from budget	Possible Major =High					
4.1 Inconsistent information acts as barrier to program delivery	Likely Major =Extreme					Resolve Stakeholder Manager position (to start 7 /12/09)

Notes : 1. possible new risks relating to OHS and program being abandoned are still being develop and yet to be assessed by the HIP Risk Committee – there is overlap between these and existing risks

2 . No HIP Risk Committee being held week 30/11 to 4/12

**Senate Standing Committee on Environment, Communications and the Arts
References Committee**

Answers to questions on notice

Inquiry into the Energy Efficiency Homes Package

February 2010

Question No: 29
Topic: Briefings to Minister
Hansard Page ECA: 65

Senator BIRMINGHAM asked:

Were these issues of timing that you are talking about and/or the potential for extending the rebate scheme and delaying implementation of the full scheme canvassed in briefs to the Minister?

Answer/s:

See answer to QON 73.

Senate Standing Committee on Environment, Communications and the Arts
References Committee

Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 40
Topic: Correspondence with other agencies
Hansard Page ECA: In writing

Senator Barnett asked:

Please provide a copy of correspondence or communications between the department and any state or territory fair trading office; the Department and the ACCC; and the Department and ACMA; and the Department and the AFP

Answer/s:

The Department has provided the requested documents in response to this question where it is able to do so. In other circumstances, the sensitive nature of some of these materials has prevented their release at this stage.

Copies of the Memoranda of Understanding (or exchange of letters in the case of South Australia) between the Commonwealth and State and Territory Fair Trading agencies relating to the Home Insulation Program are attached.

The request for a copy of all correspondence and communications between the Department and the State and Territory Fair Trading agencies is broad in scope and will potentially take a considerable time to compile. Further, the Memoranda of Understanding with the States and Territories restricts the use of information obtained under those documents as much of it would relate to operational issues associated with compliance investigations that should not be prejudiced. Provision is therefore inappropriate.

A copy of the agreement between the Department and the ACCC under which that agency is able to provide complaint information is attached. Given the protected nature of information under that agreement, the complaint information which has been forwarded to this Department under that agreement has not been provided. Other communications between the Department and ACCC since the signing the agreement deal primarily with complaints discussed or forwarded by the Department to the ACCC. To maintain the confidentiality of those complaints, provision of copies of such communications is not appropriate.

Regarding the request for correspondence or communications between the Department and ACMA, I refer you to the answer to Question 41.

In order not to prejudice any current investigations by the AFP and to maintain the confidentiality of communications with that body, provision of copies of the correspondence and communications between the Department and the AFP in relation to the Home Insulation Program is not appropriate and, therefore, not provided.

**MEMORANDUM OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE PROVISION OF
COMPLAINT INFORMATION CONCERNING THE HOMEOWNER INSULATION
PROGRAM AND THE LOW EMISSION ASSISTANCE PLAN FOR RENTERS

**THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE
DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS
AND**

**THE OFFICE OF FAIR TRADING, DEPARTMENT OF EMPLOYMENT,
ECONOMIC DEVELOPMENT AND INNOVATION**

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MEMORANDUM OF UNDERSTANDING

Date

This MoU is dated _____ 2009

Parties

This MoU is made between the following Parties:

1. The Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (the Department), John Gorton Building, Environment Entrance, Kind Edward Terrace, Parkes ACT 2600
2. Office of Fair Trading, State Law Building, 50 Ann Street, Brisbane Qld 4000.

Context

This MoU is made in the following context:

- A. The Department is responsible for administering the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters (the Programs) that are part of the \$4 billion Energy Efficient Homes Package that aims to improve energy efficiency of Australian homes, helping householders cut their energy waste, make their homes more comfortable and save on energy bills. As part of the Australian Government's \$42 billion National Building - Economic Stimulus Plan, it will stimulate the economy, supporting thousands of jobs in manufacturing, distribution and installation in the midst of an economic downturn.
- B. To be eligible for assistance under the programs, the installation of ceiling insulation must be undertaken by an Installer listed on the Installer Provider Register.
- C. To be included on the Installer Provider Register, Installers must agree to comply with a number of terms and conditions.
- D. Complaints by householders, landlords and tenants concerning Installer activities related to the Programs in most cases will be directed to the relevant State and Territory fair trading/consumer affairs organisations.
- E. The Department considers that complaints will be an important detection control for the Programs and will assist in the administration of the Installer Provider Register and the Programs more broadly.
- F. The Department seeks assistance from Office of Fair Trading to share information regarding consumer complaints against insulation installers who have accessed assistance from the Programs.
- G. The Department will manage all complaints through an online web form supported by DataTracker for records management.

-
- H. The Parties agree effective and efficient provision of the Information referred to in Recital E is necessary to ensure the successful operation of the Installer Provider Register maintained by the Department for the Programs as well as the overall administration of the Programs.
- I. The Parties acknowledge that they each have existing legislative obligations in relation to the sharing of information relating to privacy and possibly secrecy provisions.
- J. The Department acknowledges that by providing information to the Department, State and Territory organisations would likely be disclosing 'personal information' that pursuant to relevant State and Territory privacy legislation and policies would require an arrangement or agreement of some kind in order to ensure that such obligations are complied with.
- K. Office of Fair Trading has offered to provide such information on the terms and conditions set out in this MoU and the Department has accepted Office of Fair Trading's offer.
- L. The Parties agree to perform their obligations in a spirit of cooperation and shared objectives.

Operative provisions

The Parties agree as follows:

1. Interpretation and Definitions

1.1. Definitions

1.1.1. In this MoU:

Business Day	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
Commencement Date	means the date specified in Item B of Schedule 1;
Complaint Detail Report	means the report described in Item B of Schedule 2 provided by Office of Fair Trading to the Department in accordance with this MoU;
Department	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU;
Department's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to Office of Fair Trading by the Department;

Information	means the information described in Schedule 2 and includes the provision to the Department of the Complaint Detail Reports and Statistical Summary Reports described in Schedule 2;
Installer Provider Register	means the list of installers of ceiling insulation available at www.environment.gov.au/energyefficiency or by phoning 1800 808 571, as amended from time to time;
MoU	means this memorandum of understanding and includes all schedules, annexures and attachments, and any variation thereto;
Party and Parties	mean the Parties to this MoU and includes their Personnel;
Personnel	of an entity means its: <ul style="list-style-type: none"> a. officers, employees, agents and advisers; and b. subcontractors and their officers, employees, agents and advisers, and c. includes secondees from another organisation who are providing the Information within the entity;
Office of Fair Trading	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Department by Office of Fair Trading;
Project Officer	
Statistical Summary Report	means the report described in Item B of Schedule 2 provided by Office of Fair Trading to the Department in accordance with this MoU;
Term	means the period in clause 2;

1.2. Interpretation

1.2.1. In this MoU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules, any attachments and any documents incorporated by reference form part of this MoU;
- j. a reference to a Schedule or to an attachment is a reference to a Schedule or an attachment to this MoU;
- k. references to the words 'include' or 'including' are to be construed without limitation; and
- l. a reference to writing is a reference to any representation of words, figures or symbols.

1.3. Construction, changes and variation

1.3.1. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this MoU;
- b. the Schedules;
- c. the attachments, if any; and
- d. other documents including those incorporated by reference, if any,

the material mentioned in any one of clause 1.3.1.a to 1.3.1.d takes precedence over material mentioned in a subsequent paragraph, to the extent of the conflict or inconsistency.

1.3.2. Changes to this MoU can only be made with the written consent of the Parties.

1.3.3. The terms of this MoU apply on and from the Commencement Date.

2. Term of MoU

2.1.1. This MoU will commence on the Commencement Date and subject to this MoU, will continue in force with respect to data provision until 31 December 2011 with an audit period of three months to 31 March 2012 unless the Parties agree to extend the Term or the MoU is terminated earlier in accordance with clause 7.

3. Provision of Information

3.1. Obligations of Office of Fair Trading

3.1.1. The Office of Fair Trading agrees to:

- a. provide the Information as specified in Schedule 2; and

-
- b. comply with the time frame for the provision of the Information specified in Schedule 2.

3.2. Obligations of the Department

3.2.1. Without limiting the Office of Fair Trading's obligations under this MoU, the Department will provide such assistance to Office of Fair Trading as is reasonably required to enable the Office of Fair Trading to provide the Information.

3.2.2. The Department will use Information as specified in Schedule 3.

3.3. Relationship of parties

3.3.1. Neither party is by virtue of this MOU an officer, employee, partner or agent of the other, nor does one party have any power or authority to bind or represent the other party and will not hold itself out as having any power or authority.

3.4. Liaison with Project Officer

3.4.1. The Parties agree to liaise at least bi-monthly through their Project Officers.

3.5. Subcontractors

3.5.1. The Office of Fair Trading agrees not to subcontract the performance of any part of the provision of the Information without the Department's prior written approval.

4. Privacy

4.1.1. The Department must not do any act or engage in any practice in relation to the Information which would be a breach of an Information Privacy Principle as defined in the *Privacy Act 1988 (Cth)*.

4.1.2. The Office of Fair Trading must not do any act or engage in any practice in relation to the Information which would be a breach of their relevant privacy legislation and/or policies *The Fair Trading Act 1989*.

5. Secrecy obligations

5.1.1. Section 110, Preservation of secrecy, of the *Fair Trading Act 1989*, provides authority for the Commissioner for Fair Trading to exercise power under section 110 (2)(c) of the Act to authorise the release of information for the purpose of the administration of any law of the Commonwealth or of Queensland or of any other State or Territory.

6. Dispute Resolution

6.1. Procedure for Dispute Resolution

6.1.1. Where any dispute or alleged default arises under this MoU, both Parties will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- a. initial negotiation between the Department's Project Officer and Office of Fair Trading's Project Officer;
- b. if not resolved through the initial negotiation, the matter will then to be referred to Assistant Secretary, Home Energy Branch in the Department and Mr Anthony Johnson, Director Compliance, Compliance Management Unit for direct negotiation between them; and
- c. if not resolved, the matter will be referred for discussion between the First Assistant Secretary, Renewables and Energy Efficient Division in the Department and Mr Brian Bauer, Executive Director, Fair Trading Operations.
- d. if not resolved, the matter will be referred for discussion between the Deputy Secretary for the Renewables and Energy Efficient Division in the Department and Mr David Ford, Deputy Director, The Office of Liquor, Gaming & Racing.
- e. if not resolved, the matter will be referred for discussion between the Secretary of the Department and Mr Peter Henneken, Director General, Department of Employment, Economic Development & Innovation.

6.1.2. Legal issues that are the subject of a dispute will be resolved in accordance with the Legal Services Directions issued from time to time by the Attorney-General under section 55ZF of the *Judiciary Act 1903* (Cth).

6.2. Costs

6.2.1. Each Party will pay its own costs of complying with clause 6.1.1.

6.3. Continued Performance

6.3.1. Despite the existence of a dispute, the Office of Fair Trading will (unless requested in writing by the Department not to do so) continue to provide the Information in accordance with this MoU.

7. Termination

7.1.1. This MoU may be terminated by either party providing 1 month written notice.

7.1.2. Each Party will liaise with the other as appropriate about making equitable termination arrangements at the time of the termination notice.

7.1.3. Each Party will bear their own costs in relation to any such termination.

8. Notices

8.1.1. Notices under this MoU are required to be in writing, and dealt with as follows:

- a. *if given by the Office of Fair Trading to the Department* – addressed to the Department's Project Officer at the address specified in Item D of Schedule 1 or as otherwise notified by the Department; or
- b. *if given by the Department to Office of Fair Trading* – given by the Department's Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention to the Office of Fair Trading's Project Officer) as specified in Item E of Schedule 1 or as otherwise notified by Office of Fair Trading.

8.1.2. A notice is required to be:

- a. signed by the person giving the notice and delivered by hand;
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted by facsimile or email by the person giving the notice.

8.1.3. A notice is deemed to be delivered:

- a. *if delivered by hand* – upon delivery to the relevant address;
- b. *if sent by post* – 5 Business Days after the date of posting to the relevant address unless it has been received earlier;
- c. *if transmitted by facsimile* – when the person giving the notice receives a report of error free transmission to the correct facsimile number (unless the intended recipient subsequently advises that the facsimile was not properly received); or
- d. *if transmitted by email* – when the person giving the notice receives an apparently human generated confirmation of receipt from the intended recipient.

8.1.4. A notice received after 5.00 pm, or on a day that is not a Business Day, is deemed to be delivered on the next Business Day.

SCHEDULE 1. GENERAL REQUIREMENTS

A. Information

(see clause 3.1)

The Office of Fair Trading will provide the Information specified in Schedule 2 in accordance with this MoU.

B. Commencement and Time-frame

(see clause 2.1.1)

Commencement Date: 1 July 2009

Completion date: 31 December 2011

C. Project Officers

The Department's Project Officer is the person for the time-being holding, occupying or performing the duties of Director, Compliance Team, currently Aaron Hughes available on telephone number 02 6274 2861 or via the address and facsimile number set out in Item D.

Office of Fair Trading's Project Officer is the person for the time-being holding, occupying or performing the duties of Manager, Complaints Assessment & Conciliation, currently [REDACTED] available on telephone [REDACTED] or via the address and facsimile number set out in Item E.

D. Department's Address for Notices

(see clause 8.1.1.a)

Physical address	John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
Postal address	GPO Box 787 Canberra ACT 2600
Email	Aaron.Hughes@environment.gov.au
Facsimile	02 6274 1390

E. Office of Fair Trading's Address for Notices

(see clause 8.1.1.b)

Physical address	State Law Building, 50 Ann Street, Brisbane Qld 4000
Postal address	GPO Box 3111, Brisbane Qld 4001
Email	[REDACTED]@deedi.qld.gov.au
Facsimile	07 3008 5946

SCHEDULE 2. INFORMATION

A. Scope of Information

- A.1.1. The Office of Fair Trading will provide the following Information to the Department:
- a. information concerning complaints made by consumers to Office of Fair Trading against ceiling insulation installers and
 - b. Complaint Detail Report and the Statistical Summary Report.
- A.1.2. The Office of Fair Trading will check the Installer Provider Register at www.environment.gov.au/energyefficiency prior to compiling the Information to determine the relevant installers about whom they should provide the Information.

B. Reports

B.1. Complaint Detail Report

- B.1.1. The following information should be included in the Complaint Detail Report:
- c. Who the complaint is about (installers on the Installer Provider Register and name of the individual installer)
 - d. If installation related, the date of installation and address where installation occurred
 - e. Nature of complaint - describe complaint or reference further information provided by complainant and
 - f. Date of complaint and action taken in relation to the complaint.
- B.1.2. The Complaint Detail Report is to be provided fortnightly by email to the Department's Project Officer.
- B.1.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

B.2. Statistical Summary Report

- B.2.1. The following information should be included in the Statistical Summary Report:
- a. number of complaints received in total
 - b. number of complaints that have been received against particular registered installers and
 - c. number of ongoing complaints being progressed/escalated/referred within the Office of Fair Trading.

B.2.2. The Complaint Detail Report is to be provided fortnightly by email to the Department's Project Officer.

B.2.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

SCHEDULE 3. USE OF INFORMATION BY THE DEPARTMENT

A.1. General use of information

A.1.1. The Information provided to the Office of Fair Trading under the MOU will be used by the Home Energy Branch within the Department to carry out its functions to administer the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters.

A.1.2. The Department will manage all complaints through an online web form supported by DataTracker for records management.

A.1.3. This activity will involve the information being used by the Department to:

- a. feed into the Department's audit program, identifying installers for targeted audit activity
- b. provide a record of complaints for the Department in accordance with the Department's Fraud Control Plan and
- c. assist in the ongoing management of the Installer Provider Register.

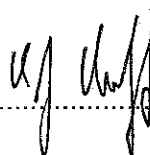
A.1.4. The Information will not be the sole means on which the Department will base any decisions regarding the possible exclusion of an installer from the Installer Provider Register.

This MoU is made on the 25th day of August 2009

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the Department of the Environment, Water,
Heritage and the Arts by:

Kevin Keefle, Assistant
Secretary, Home Energy Branch
in the presence of:
Kay Corden



sign here

Kay Corden

~~print name of authorised officer~~

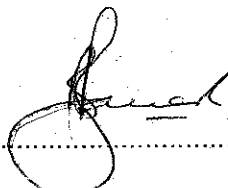
~~print title of authorised officer~~

~~in the presence of:~~

~~print name of witness~~

~~witness sign here~~

SIGNED for and on behalf of Office of Fair
Trading, Department of Employment,
Economic & Development Innovation by:



sign here

BRIAN BAUER

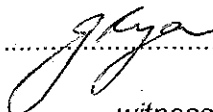
EXECUTIVE DIRECTOR, FAIR TRADING
OPERATIONS

print name of authorised officer

print title of authorised officer

in the presence of:

JOANNE RYAN



print name of witness

witness sign here

**MEMORANDUM OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE PROVISION OF
COMPLAINT INFORMATION CONCERNING THE HOMEOWNER INSULATION
PROGRAM AND THE LOW EMISSION ASSISTANCE PLAN FOR RENTERS

**THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE
DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS
AND**

^THE ACT OFFICE OF REGULATORY SERVICES ^

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MEMORANDUM OF UNDERSTANDING

Date

This MoU is dated 27th July 2009

Parties

This MoU is made between the following Parties:

1. The Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (the Department), John Gorton Building, Environment Entrance, Kind Edward Terrace, Parkes ACT 2600
2. ACT Office of Regulatory Services, GPO Box 158 Canberra ACT 2601

Context

This MoU is made in the following context:

- A. The Department is responsible for administering the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters (the Programs) that are part of the \$4 billion Energy Efficient Homes Package that aims to improve energy efficiency of Australian homes, helping householders cut their energy waste, make their homes more comfortable and save on energy bills. As part of the Australian Government's \$42 billion National Building - Economic Stimulus Plan, it will stimulate the economy, supporting thousands of jobs in manufacturing, distribution and installation in the midst of an economic downturn.
- B. To be eligible for assistance under the programs, the installation of ceiling insulation must be undertaken by an Installer listed on the Installer Provider Register.
- C. To be included on the Installer Provider Register, Installers must agree to comply with a number of terms and conditions.
- D. Complaints by householders, landlords and tenants concerning Installer activities related to the Programs in most cases will be directed to the relevant State and Territory fair trading/consumer affairs organisations.
- E. The Department considers that complaints will be an important detection control for the Programs and will assist in the administration of the Installer Provider Register and the Programs more broadly.
- F. The Department seeks assistance from ACT Office of Regulatory Services to share information regarding consumer complaints against insulation installers who have accessed assistance from the Programs.
- G. The Department will manage all complaints through an online web form supported by DataTracker for records management.

-
- H. The Parties agree effective and efficient provision of the Information referred to in Recital E is necessary to ensure the successful operation of the Installer Provider Register maintained by the Department for the Programs as well as the overall administration of the Programs.
- I. The Parties acknowledge that they each have existing legislative obligations in relation to the sharing of information relating to privacy and possibly secrecy provisions.
- J. The Department acknowledges that by providing information to the Department, State and Territory organisations would likely be disclosing 'personal information' that pursuant to relevant State and Territory privacy legislation and policies would require an arrangement or agreement of some kind in order to ensure that such obligations are complied with.
- K. ACT Office of Regulatory Services has offered to provide such information on the terms and conditions set out in this MoU and the Department has accepted ACT Office of Regulatory Services offer.
- L. The Parties agree to perform their obligations in a spirit of cooperation and shared objectives.

Operative provisions

The Parties agree as follows:

1. Interpretation and Definitions

1.1. Definitions

1.1.1. In this MoU:

Business Day	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
Commencement Date	means the date specified in Item B of Schedule 1;
Complaint Detail Report	means the report described in Item B of Schedule 2 provided by ACT Office of Regulatory Services to the Department in accordance with this MoU;
Department	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU;
Department's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to ACT Office of Regulatory Services by the Department;

Information	means the information described in Schedule 2 and includes the provision to the Department of the Complaint Detail Reports and Statistical Summary Reports described in Schedule 2;
Installer Provider Register	means the list of installers of ceiling insulation available at www.environment.gov.au/energy/efficiency or by phoning 1800 808 571, as amended from time to time;
MoU	means this memorandum of understanding and includes all schedules, annexures and attachments, and any variation thereto;
Party and Parties	mean the Parties to this MoU and includes their Personnel;
Personnel	of an entity means its: <ul style="list-style-type: none"> a. officers, employees, agents and advisers; and b. subcontractors and their officers, employees, agents and advisers, and c. includes secondees from another organisation who are providing the Information within the entity;
ACT Office of Regulatory Services Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Department by ACT Office of Regulatory Services;
Statistical Summary Report	means the report described in Item B of Schedule 2 provided by ACT Office of Regulatory Services to the Department in accordance with this MoU;
Term	means the period in clause 2;

1.2. Interpretation

1.2.1. In this MoU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules, any attachments and any documents incorporated by reference form part of this MoU;
- j. a reference to a Schedule or to an attachment is a reference to a Schedule or an attachment to this MoU;
- k. references to the words 'include' or 'including' are to be construed without limitation; and
- l. a reference to writing is a reference to any representation of words, figures or symbols.

1.3. Construction, changes and variation

1.3.1. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this MoU;
- b. the Schedules;
- c. the attachments, if any; and
- d. other documents including those incorporated by reference, if any,

the material mentioned in any one of clause 1.3.1.a to 1.3.1.d takes precedence over material mentioned in a subsequent paragraph, to the extent of the conflict or inconsistency.

1.3.2. Changes to this MoU can only be made with the written consent of the Parties.

1.3.3. The terms of this MoU apply on and from the Commencement Date.

2. Term of MoU

2.1.1. This MoU will commence on the Commencement Date and subject to this MoU, will continue in force until 31 March 2012 unless the Parties agree to extend the Term or the MoU is terminated earlier in accordance with clause 7.

3. Provision of Information

3.1. Obligations of ACT Office of Regulatory Services

3.1.1. The ACT Office of Regulatory Services agrees to:

- a. provide the Information as specified in Schedule 2; and
- b. comply with the time frame for the provision of the Information specified in Schedule 2.

3.2. Obligations of the Department

3.2.1. Without limiting the ACT Office of Regulatory Services obligations under this MoU, the Department will provide such assistance to ACT Office of Regulatory Services as is reasonably required to enable the ACT Office of Regulatory Services to provide the Information.

3.2.2. The Department will use Information as specified in Schedule 3.

3.3. Relationship of parties

3.3.1. Neither party is by virtue of this MOU an officer, employee, partner or agent of the other, nor does one party have any power or authority to bind or represent the other party and will not hold itself out as having any power or authority.

3.4. Liaison with Project Officer

3.4.1. The Parties agree to liaise at least bi-monthly through their Project Officers.

3.5. Subcontractors

3.5.1. The ACT Office of Regulatory Services agrees not to subcontract the performance of any part of the provision of the Information without the Department's prior written approval.

4. Privacy

4.1.1. The Department must not do any act or engage in any practice in relation to the Information which would be a breach of an Information Privacy Principle as defined in the *Privacy Act 1988 (Cth)*.

4.1.2. The ACT Office of Regulatory Services must not do any act or engage in any practice in relation to the Information which would be a breach of their relevant privacy legislation and/or policies as defined in the *Privacy Act 1988 (Cth)* and the relevant ACT Office of Regulatory Services *Authority to Discuss* policy

5. Secrecy obligations

6. Dispute Resolution

6.1. Procedure for Dispute Resolution

6.1.1. Where any dispute or alleged default arises under this MoU, both Parties will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- a. initial negotiation between the Department's Project Officer and ACT Office of Regulatory Services Project Officer;
- b. if not resolved through the initial negotiation, the matter will then to be referred to Assistant Secretary, Home Energy Branch in the

Department and the relevant Manager for direct negotiation between them; and

- c. if not resolved, the matter will be referred for discussion between the First Assistant Secretary, Renewables and Energy Efficient Division in the Department and the Senior Manager of Compliance.
- d. if not resolved, the matter will be referred for discussion between the Deputy Secretary for the Renewables and Energy Efficient Division in the Department and Senior Director of Compliance.
- e. if not resolved, the matter will be referred for discussion between the Secretary of the Department and the Executive Director.

6.1.2. Legal issues that are the subject of a dispute will be resolved in accordance with the Legal Services Directions issued from time to time by the Attorney-General under section 55ZF of the *Judiciary Act 1903* (Cth).

6.2. Costs

6.2.1. Each Party will pay its own costs of complying with clause 6.1.1.

6.3. Continued Performance

6.3.1. Despite the existence of a dispute, the ACT Office of Regulatory Services will (unless requested in writing by the Department not to do so) continue to provide the Information in accordance with this MoU.

7. Termination

7.1.1. This MoU may be terminated by either party providing 1 month written notice.

7.1.2. Each Party will liaise with the other as appropriate about making equitable termination arrangements at the time of the termination notice.

7.1.3. Each Party will bear their own costs in relation to any such termination.

8. Notices

8.1.1. Notices under this MoU are required to be in writing, and dealt with as follows:

- a. *if given by the ACT Office of Regulatory Services to the Department* – addressed to the Department's Project Officer at the address specified in Item 0 of Schedule 1 or as otherwise notified by the Department; or
- b. *if given by the Department to ACT Office of Regulatory Services* – given by the Department's Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention to the ACT Office of Regulatory Services Project Officer) as specified in Item D of Schedule 1 or as otherwise notified by ACT Office of Regulatory Services.

8.1.2. A notice is required to be:

-
- a. signed by the person giving the notice and delivered by hand;
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. transmitted by facsimile or email by the person giving the notice.

8.1.3. A notice is deemed to be delivered:

- a. *if delivered by hand* – on delivery to the relevant address;
- b. *if sent by post* – 5 Business Days after the date of posting to the relevant address unless it has been received earlier;
- c. *if transmitted by facsimile* – when the person giving the notice receives a report of error free transmission to the correct facsimile number (unless the intended recipient subsequently advises that the facsimile was not properly received); or
- d. *if transmitted by email* – when the person giving the notice receives an apparently human generated confirmation of receipt from the intended recipient.

8.1.4. A notice received after 5.00 pm, or on a day that is not a Business Day, is deemed to be delivered on the next Business Day.

SCHEDULE 1. GENERAL REQUIREMENTS

A. Information

(see clause 3.1)

The ACT Office of Regulatory Services will provide the Information specified in Schedule 2 in accordance with this MoU.

B. Commencement and Time-frame

(see clause 2.1.1)

Commencement Date: ACT Office of Regulatory Services

Completion date: 31 December 2011

C. Project Officers

The Department's Project Officer is the person for the time-being holding, occupying or performing the duties of Director, Compliance Team, [REDACTED] available on telephone number [REDACTED] or via the address and facsimile number set out in Item 0.

ACT Office of Regulatory Services Project Officer - [REDACTED] on telephone number [REDACTED]

Department's Address for Notices:

(see clause 8.1.1.a)

Physical address	John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
Postal address	GPO Box 787 Canberra ACT 2600
Email	[REDACTED]@environment.gov.au
Facsimile	[REDACTED]

D. ACT Office of Regulatory Services Address for Notices

(see clause 8.1.1.b)

Physical address	Level 3 Callam Offices, Easty Street Woden ACT
Postal address	GPO Box 158 Canberra ACT 2601
Email	[REDACTED]@act.gov.au
Facsimile	[REDACTED]

SCHEDULE 2. INFORMATION

A. Scope of Information

- A.1.1. The ACT Office of Regulatory Services will provide the following Information to the Department:
- a. information concerning complaints made by consumers to ACT Office of Regulatory Services against ceiling insulation installers and
 - b. with permission from the consumer a Complaint Detail Report and the Statistical Summary Report.
- A.1.2. The ACT Office of Regulatory Services will check the Installer Provider Register at www.environment.gov.au/energyefficiency prior to compiling the Information to determine the relevant installers about whom they should provide the Information.

B. Reports

B.1. Complaint Detail Report

- B.1.1. The following information should be included in the Complaint Detail Report:
- c. Who the complaint is about (installers on the Installer Provider Register and name of the individual installer)
 - d. If installation related, the date of installation and address where installation occurred
 - e. Nature of complaint - describe complaint or reference further information provided by complainant and
 - f. Date of complaint and action taken in relation to the complaint.
- B.1.2. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.
- B.1.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

B.2. Statistical Summary Report

- B.2.1. The following information should be included in the Statistical Summary Report:
- a. number of complaints received in total
 - b. number of complaints that have been received against particular registered installers and
 - c. number of ongoing complaints being progressed/escalated/referred within the ACT Office of Regulatory Services.

- d. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.

B.2.2. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

SCHEDULE 3. USE OF INFORMATION BY THE DEPARTMENT

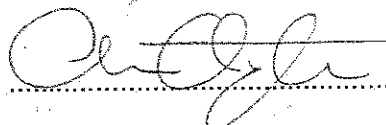
A.1. General use of information

- A.1.1. The Information provided by ACT Office of Regulatory Services under the MOU will be used by the Home Energy Branch within the Department to carry out its functions to administer the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters.
- A.1.2. The Department will manage all complaints through an online web form supported by DataTracker for records management.
- A.1.3. This activity will involve the information being used by the Department to:
- a. feed into the Department's audit program, identifying installers for targeted audit activity
 - b. provide a record of complaints for the Department in accordance with the Department's Fraud Control Plan and
 - c. assist in the ongoing management of the Installer Provider Register.
- A.1.4. The Information will not be the sole means on which the Department will base any decisions regarding the possible exclusion of an installer from the Installer Provider Register.

This MoU is made on the 24th day of July 2009

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the Department of the Environment, Water,
Heritage and the Arts by:



sign here

Aaron Hughes

print name of authorised officer

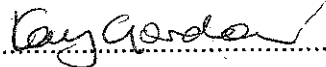
Atty Assistant Secretary,
Home Energy
Branch

print title of authorised officer

in the presence of:

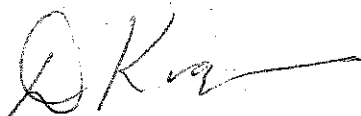
KAY CORDON

print name of witness



witness sign here

SIGNED for and on behalf of ACT Office of
Regulatory Services by



sign here

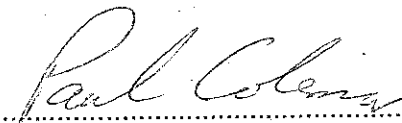
Danielle Krajina

print name of authorised officer

Executive Director

print title of authorised officer

in the presence of:



Paul Coleman

witness sign here

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the 26th day of August 2009

BETWEEN THE DIRECTOR-GENERAL ("the Director-General")

AND THE THE COMMONWEALTH OF AUSTRALIA (acting through the DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS - "DEWHA")

1. BACKGROUND

- 1.1 The Minister for Fair Trading administers the *Fair Trading Act 1987* ("FTA") and other consumer protection legislation. Under s. 9 of the FTA, the Director-General may, among other things:
 - take action for remedying infringements of, or for securing compliance with such legislation;
 - receive complaints from persons on matters (including fraudulent or unfair practices) relating to the supply of goods or services, and deal with any such complaint; and
 - investigate the matter the subject of a complaint received.
- 1.2 The Home Insulation Plan ("HIP") and Low Emission Assistance Plan for Renters ("LEAPR") are part of the Commonwealth Government's Energy Efficient Homes Package. The main phase of HIP and LEAPR commenced on 1 July 2009. Under HIP and LEAPR, funding assistance is available to help install ceiling insulation in existing homes.
- 1.3 To be eligible for assistance under the HIP and LEAPR programs ("the Programs"), the installation of ceiling insulation must be undertaken by an installer listed on the Installer Provider Register ("the Register"), to be maintained by DEWHA. To be included on the Register, installers must agree to comply with a number of terms and conditions ("Conditions"). If an installer fails to comply, DEWHA may remove the installer from the Register. DEWHA will ensure that the Register is kept accurate and up to date.
- 1.4 Complaints by consumers accessing the Programs concerning Listed Installer activities will in most cases be directed to the Director-General. DEWHA considers that the details of such complaints will be important in assisting it in determining whether particular Listed Installers have complied with the Conditions, and if not, whether they should be removed from the Register. Such information will also assist DEWHA in determining whether further investigations should be undertaken into the activities of particular Listed Installers. DEWHA

accordingly seeks assistance from the Director-General to provide information regarding consumer complaints made to Fair Trading against Listed Installers, including the nature of the complaints and action taken against such installers.

- 1.5 Section 9A of the FTA empowers the Director-General to enter into an "information sharing arrangement" with a "relevant agency", which would include DEWHA. Under an information sharing arrangement, the Director-General and the relevant agency are, despite any New South Wales Act or law, authorised to request and receive information held by the other and to disclose information to each other to the extent that the information is reasonably necessary to assist in the exercise of functions under the FTA or other Acts administered by the Minister for Fair Trading, or the functions of the relevant agency concerned.

- 1.6 In light of the above, the parties wish to enter into an information sharing arrangement as set out in this MOU.

2. INTERPRETATION

- 2.1 In this MOU, unless the context otherwise requires or a contrary intention appears:

"Fair Trading" means the Office of Fair Trading, Department of Services, Technology and Administration or such other Division of the Government Service of New South Wales (within the meaning of the *Public Sector Employment and Management Act 2002*) of which the Office of Fair Trading for the time being forms part or to which the group of staff of the Office of Fair Trading principally responsible for the administration of the FTA may be transferred;

"Listed Installer" means an installer of ceiling insulation listed on the Register;

"MOU" means this memorandum of understanding including all Schedules;

"Representative" in relation to a party means the person specified in clause 8 who will act as the representative of that party in relation to this MOU.

- 2.2 Except where the context otherwise requires:

- (a) words importing the singular number include the plural and vice versa;
- (b) words importing a gender include any other gender;
- (c) a reference to legislation, including delegated legislation, includes all legislation amending, consolidating or replacing it.

- 2.3 Where a word or phrase is given a defined meaning in this MOU, any other part of speech or grammatical form in respect of such word or phrase will, unless the context otherwise requires, have a corresponding meaning.

3. COMMENCEMENT AND TERM

This MOU commences on the date on which a party last signs this MOU ("Commencement Date") and continues until 31 December 2011 unless this MOU is further extended in writing under clause 10 ("Variation").

4. INFORMATION SHARING RESPONSIBILITIES OF THE PARTIES

4.1 For the purpose of assisting DEWHA to consider whether a Listed Installer, who carries on business in New South Wales, has complied with the Conditions and if not, whether DEWHA should remove it from the Register, or whether DEWHA should undertake further investigations into the activities of a Listed Installer, subject to clause 4.2, the Director-General will fortnightly, commencing from the Commencement Date, provide in Excel for Windows format, the following information in respect of the preceding fortnight:

- (a) The names of Listed Installers (including the names of individual installers who are employees or sub-contractors of Listed Installers) about whom Fair Trading has received a complaint.
- (b) If the complaint is installation related - the date of installation and address where installation occurred, if known.
- (c) The nature of the complaint, being a brief description of the complaint or reference to further information provided by the complainant.
- (d) Any action taken by the Director-General against such Listed Installers.
- (e) Where a Listed Installer's name has been previously provided – the nature of any action taken by the Director-General against such installer since then.
- (f) The number of complaints received by the Director-General about Listed Installers and number of Listed Installers against whom complaints have been received.

At the request of either party, after an initial period of two months, the frequency of reporting may be adjusted to reflect the number of complaints received and associated administrative burden, as per clause 10 of this MOU which relates to variation.

4.2 The Director-General will only provide the information in clause 4.1(a) to (e) (inclusive) about a Listed Installer if the name of the installer is listed on the Register at the time the Director-General is obliged by this clause to provide such information. The Director-General will access the online Register before providing information to DEWHA as described in 4.1.

4.3 DEWHA must:

- (a) keep the Register accurate and without limiting the foregoing, must remove from the Register the name of any installer:
 - (i) whom it removes from the Register – immediately on such removal; or
 - (ii) who ceases to be an installer for the purpose of HIP or LEAPR for any other reason (eg because the installer notifies DEWHA that it does not wish to continue doing HIP or LEAPR installation work) - immediately upon becoming aware of such cessation; and

- (b) make the Register at www.environment.gov.au/energyefficiency available to the Director-General without charge.

5. CONFIDENTIALITY

5.1 Each party must keep confidential all information obtained from the other party under this MOU except as may be:

- (a) required or authorised by law to be disclosed; or
- (b) required for a party to exercise its statutory functions; or
- (c) required for disclosure by one party to another party for a law enforcement purpose or for the purposes of this MOU; or
- (d) required for the administration of the Register by DEWHA.

5.2 A party must not use information obtained from another party under this MOU for any purpose outside the terms of this MOU.

5.3 The obligations under this clause (clause 5) will continue after the expiry or termination of this MOU.

6. DISPUTE RESOLUTION

6.1 Procedure for Dispute Resolution

6.1.1 Where any dispute or alleged default arises under this MOU, both DEWHA and the Director-General will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- (a) initial negotiation between DEWHA's Representative and the Director-General's Representative;
- (b) if not resolved through the initial negotiation, the matter will then be referred to the Assistant Secretary, Home Energy Branch DEWHA and the Director, Customer Services, Fair Trading for direct negotiation between them; and
- (c) if not resolved through the direct negotiation, the matter will then be referred for discussion between the Deputy Secretary DEWHA and Assistant Commissioner, Customer and Property Services, Fair Trading.

6.2 Continued Performance

6.2.1 Despite the existence of a dispute, the Director-General will continue to provide the Information in accordance with this MOU, except where the Director-General:

- (a) is requested in writing by DEWHA not to do so; or
- (b) reasonably believes provision of the information would be unlawful.

7. WITHDRAWAL OR TERMINATION

7.1 Any party may withdraw from this MOU by providing one month's written notice to the other party.

7.2 The parties may agree in writing to terminate this MOU on a specified date.

8. REPRESENTATIVES

- 8.1 The person holding the office specified in Item 1 of Schedule 1 or such other person nominated in writing by the Director-General, will be the Director-General's Representative for the purpose of this MOU.
- 8.2 The person holding the office specified in Item 2 of Schedule 1 or such other person nominated in writing by the Assistant Secretary, Home Energy Branch, DEWHA, will be DEWHA's Representative for the purposes of this MOU.

9. NOTIFICATION

- 9.1 Unless otherwise specified in this MOU, the parties will forward the information to be provided under clause 4 of this MOU ("Information Sharing Responsibilities of the Parties") to the relevant Representative at the postal address, telephone number, facsimile number or e-mail address last notified by the recipient to the sender.
- 9.2 Any notice that may be given under this MOU should be in writing and may be delivered by hand, by certified mail, by facsimile or by e-mail to the address, facsimile number or e-mail address last notified by the recipient to the sender.

10. VARIATION

- 10.1 Any party may make a request to the other party in writing to vary this MOU.
- 10.2 The parties must agree in writing to any variation to this MOU and the variation must also be in writing and signed by the parties.

11. REVIEW

- 11.1 The parties will review this MOU every twelve (12) months or at such other intervals as the parties agree upon in writing.
- 11.2 The parties agree to liaise regularly through their Representatives.

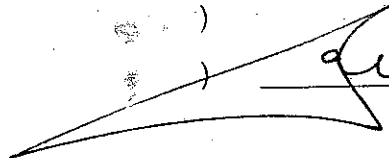
12. PREVIOUS ARRANGEMENTS SUPERSEDED

The parties acknowledge that the arrangements in this MOU supersede all previous arrangements between the parties in relation to the same or similar subject matter, whether or not such previous arrangements were recorded or reduced into writing.

13. ENFORCEABILITY

The parties acknowledge that this MOU is not intended to be a legally enforceable agreement.

SIGNED by Graeme Head, DIRECTOR-)
GENERAL, but not so as to incur any)
personal liability, in the presence of:)


Director-General

DEBORAH REAY
Witness Name

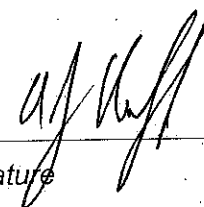
26/8/09
Date

D. Reay
Witness Signature

26/8/09
Date

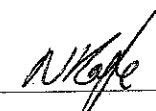
SIGNED for and on behalf of the)
Commonwealth of Australia as)
represented by the Department of the)
Environment, Water, Heritage and the)
Arts by:

K J Keefe
Name of signatory A/Sec HEB


Signature 14/9/09

in the presence of:

Nicole Rofe
Name of witness


Signature of witness 14/9/09

SCHEDULE 1

REPRESENTATIVES

Item 1 – Director-General's Representative

Name: [REDACTED]
Position Title: Acting Assistant Regional Manager, South
Street Address: Level 1, 63 Market Street, Wollongong NSW 2500
Postal Address: Level 1, 63 Market Street, Wollongong NSW 2500
Phone: [REDACTED]
Fax: [REDACTED]
E-Mail: [REDACTED]

Item 2 - DEWHA's Representative

Name: [REDACTED]
Position Title: Acting Director, Compliance Team
Street Address: John Gorton Building, Environment Entrance, King Edward
Terrace, Parkes ACT 2600
Postal Address: GPO Box 787 Canberra ACT 2601
Phone: [REDACTED]
Fax: [REDACTED]
E-Mail: [REDACTED]

**MEMORANDUM OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE PROVISION OF
COMPLAINT INFORMATION CONCERNING THE HOMEOWNER INSULATION
PROGRAM AND THE LOW EMISSION ASSISTANCE PLAN FOR RENTERS

THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE
DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS
(THE DEPARTMENT)

AND

THE NORTHERN TERRITORY OF AUSTRALIA AS REPRESENTED BY THE
COMMISSIONER OF CONSUMER AFFAIRS (THE COMMISSIONER)

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MEMORANDUM OF UNDERSTANDING

Date

This MoU is dated 11 August 2009

Parties

This MoU is made between the following Parties:

1. The Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (the Department), John Gorton Building, Environment Entrance, Kind Edward Terrace, Parkes ACT 2600
2. The Northern Territory of Australia as represented by the Commissioner of Consumer Affairs (the Commissioner), Old Admiralty Towers, 68 The Esplanade, Darwin 0800.

Context

This MoU is made in the following context:

- A. The Department is responsible for administering the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters (the Programs) that are part of the \$4 billion Energy Efficient Homes Package that aims to improve energy efficiency of Australian homes, helping householders cut their energy waste, make their homes more comfortable and save on energy bills. As part of the Australian Government's \$42 billion National Building - Economic Stimulus Plan, it will stimulate the economy, supporting thousands of jobs in manufacturing, distribution and installation in the midst of an economic downturn.
- B. To be eligible for assistance under the programs, the installation of ceiling insulation must be undertaken by an installer listed on the Installer Provider Register (an Installer).
- C. To be included on the Installer Provider Register, Installers must agree to comply with a number of terms and conditions.
- D. Complaints by householders, landlords and tenants (the Complainants) concerning Installer activities related to the Programs (the Complaints) in most cases will be directed to the relevant State and Territory fair trading/consumer affairs organisations.
- E. The Department considers that Complaints will be an important detection control for the Programs and will assist in the administration of the Installer Provider Register and the Programs more broadly.
- F. The Department seeks assistance from the Commissioner to share the Information regarding Complaints against Installers who have accessed assistance from the Programs.

- G. The Department will manage all Complaints through an online web form supported by DataTracker for records management.
- H. The Parties agree effective and efficient provision of the Information is necessary to ensure the successful operation of the Installer Provider Register maintained by the Department for the Programs as well as the overall administration of the Programs.
- I. The Parties acknowledge that they each have existing legislative obligations in relation to the disclosure of the Information under the Privacy Laws.
- J. The Department acknowledges that by providing the Information to the Department, the Commissioner would likely be disclosing Personal Information and would require an arrangement or agreement to ensure that the Information is used by the Department in accordance with the Privacy Laws.
- K. The Commissioner has offered to provide the Information on the terms and conditions set out in this MoU and the Department has accepted The Commissioner' offer.
- L. The Parties agree to perform their obligations in a spirit of cooperation and shared objectives.

Operative provisions

The Parties agree as follows:

1. Interpretation and Definitions

1.1. Definitions

1.1.1. In this MoU:

Business Day	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
Commencement Date	means the date specified in Item B of Schedule 1;
Complainants	is defined at paragraph D of the Context;
Complaints	is defined at paragraph D of the Context;
Complaint Detail Report	means the report described in Item B of Schedule 2 provided by the Commissioner to the Department in accordance with this MoU;
Commissioner's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Department by the Commissioner;
Context	means the Context commencing on page 1 of this MoU;

Department	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MoU;
Department's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Commissioner by the Department;
Information	means the information described in Schedule 2 and includes the provision to the Department of the Complaint Detail Reports and Statistical Summary Reports described in Schedule 2;
Installer	is defined at paragraph B of the Context;
Installer Provider Register	means the list of Installers of ceiling insulation available at www.environment.gov.au/energyefficiency or by phoning 1800 808 571, as amended from time to time;
MoU	means this memorandum of understanding and includes all schedules, annexures and attachments, and any variation thereto;
Party and Parties	mean the Parties to this MoU and includes their Personnel;
Personal Information	any information regarded as personal information under either or both of the Privacy Laws;
Personnel	of an entity means its: <ul style="list-style-type: none"> a. officers, employees, agents and advisers; and b. subcontractors and their officers, employees, agents and advisers, and c. includes secondees from another organisation who are providing the Information within the entity;
Privacy Laws	means the <i>Privacy Act (Cth) 1988</i> and the <i>Information Act (NT)</i> , (the Acts) and includes: <ul style="list-style-type: none"> a. the Information Privacy Principles set out in the Acts; b. any code of practice approved under the Acts that applies to any of the Parties; and c. any regulations, rules, by-laws, orders, determinations, proclamations, awards, documents and authorities made, granted or issued under a power conferred by the Acts, from time to time in force.
Programs	is defined at paragraph A of the Context;

**Statistical
Summary Report**

means the report described in Item B of Schedule 2 provided by the Commissioner to the Department in accordance with this MoU;

Term

means the period in clause 2;

1.2. Interpretation

1.2.1. In this MoU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules, any attachments and any documents incorporated by reference form part of this MoU;
- j. a reference to a Schedule or to an attachment is a reference to a Schedule or an attachment to this MoU;
- k. references to the words 'include' or 'including' are to be construed without limitation; and
- l. a reference to writing is a reference to any representation of words, figures or symbols.

1.3. Construction, changes and variation

1.3.1. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this MoU;
- b. the Schedules;
- c. the attachments, if any; and
- d. other documents including those incorporated by reference, if any,

the material mentioned in any one of clause 1.3.1.a to 1.3.1.d takes precedence over material mentioned in a subsequent paragraph, to the extent of the conflict or inconsistency.

1.3.2. Changes to this MoU can only be made with the written consent of the Parties.

1.3.3. The terms of this MoU apply on and from the Commencement Date.

2. Term of MoU

2.1.1. This MoU will commence on the Commencement Date and subject to this MoU, will continue in force until 31 March 2012 unless the Parties agree to extend the Term or the MoU is terminated earlier in accordance with clause 6.

3. Provision of Information

3.1. Obligations of the Commissioner

3.1.1. The Commissioner agrees to:

- a. provide the Information as specified in Schedule 2; and
- b. comply with the time frame for the provision of the Information specified in Schedule 2.

3.2. Obligations of the Department

3.2.1. Without limiting the Commissioner's obligations under this MoU, the Department will provide such assistance to the Commissioner as is reasonably required to enable the Commissioner to provide the Information.

3.2.2. The Department will use Information as specified in Schedule 3.

3.3. Relationship of parties

3.3.1. Neither party is by virtue of this MoU an officer, employee, partner or agent of the other, nor does one party have any power or authority to bind or represent the other party and will not hold itself out as having any power or authority.

3.4. Liaison with Project Officer

3.4.1. The Parties agree to liaise at least bi-monthly through their Project Officers.

3.5. Subcontractors

3.5.1. The Commissioner agrees not to subcontract the performance of any part of the provision of the Information without the Department's prior written approval.

4. Privacy

4.1.1. The Parties agree to:

- a. comply with the Privacy Laws while fulfilling obligations under this MoU;
- b. ensure that any Personnel, and any other person who may have access to the Information are aware of and undertake to comply with the Privacy Laws; and
- c. ensure that any subcontract entered into for the purpose of fulfilling obligations under this MoU will contain provisions to ensure that the subcontractor has the same awareness and obligations as the Parties under this clause, including this requirement in relation to subcontracts.

4.1.2. Without limiting the generality of clause 4.1.1, prior to accepting a Complaint the Commissioner must inform the Complainant of the following:

- a. the Commissioner's identity and contact details;
- b. the fact that the Complainant is able to have access to the Information;
- c. the purpose for which the Information is collected, including the uses specified in Schedule 3;
- d. the fact that the Commissioner will disclose the Information to the Department; and
- e. any other persons or bodies, or classes of persons or bodies, to which the Commissioner usually discloses the Information.

4.1.3. The obligations specified in this clause will survive termination of this MoU.

5. Dispute Resolution

5.1. Procedure for Dispute Resolution

5.1.1. Where any dispute or alleged default arises under this MoU, both Parties will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- a. initial negotiation between the Department's Project Officer and the Commissioner's Project Officer;
- b. if not resolved through the initial negotiation, the matter will then be referred to Assistant Secretary, Home Energy Branch in the Department and the Commissioner for direct negotiation between them; and
- c. if not resolved, the matter will be referred for discussion between the Secretary of the Department and the Chief Executive Officer of the Department of Justice.

-
- 5.1.2. Legal issues that are the subject of a dispute will be resolved in accordance with the Legal Services Directions issued from time to time by the Attorney-General under section 55ZF of the *Judiciary Act 1903* (Cth).

5.2. Costs

- 5.2.1. Each Party will pay its own costs of complying with clause 5.1.1.

5.3. Continued Performance

- 5.3.1. Despite the existence of a dispute, the Commissioner will (unless requested in writing by the Department not to do so) continue to provide the Information in accordance with this MoU.

6. Termination

- 6.1.1. This MoU may be terminated by either party providing 1 month written notice.
- 6.1.2. Each Party will liaise with the other as appropriate about making equitable termination arrangements at the time of the termination notice.
- 6.1.3. Each Party will bear their own costs in relation to any such termination.

7. Notices

- 7.1.1. Notices under this MoU are required to be in writing, and dealt with as follows:
- a. *if given by the the Commissioner to the Department* – addressed to the Department's Project Officer at the address specified in Item D of Schedule 1 or as otherwise notified by the Department; or
 - b. *if given by the Department to the Commissioner* – given by the Department's Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention to the Commissioner) as specified in Item E of Schedule 1 or as otherwise notified by the Commissioner.
- 7.1.2. A notice is required to be:
- a. signed by the person giving the notice and delivered by hand;
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. transmitted by facsimile or email by the person giving the notice.
- 7.1.3. A notice is deemed to be delivered:
- a. *if delivered by hand* – upon delivery to the relevant address;
 - b. *if sent by post* – 5 Business Days after the date of posting to the relevant address unless it has been received earlier;
 - c. *if transmitted by facsimile* – when the person giving the notice receives a report of error free transmission to the correct facsimile number

(unless the intended recipient subsequently advises that the facsimile was not properly received); or

- d. *if transmitted by email* – when the person giving the notice receives an apparently human generated confirmation of receipt from the intended recipient.

7.1.4. A notice received after 5.00 pm or on a day that is not a Business Day, is deemed to be delivered on the next Business Day.

SCHEDULE 1. GENERAL REQUIREMENTS

A. Information

(see clause 3.1)

The Commissioner will provide the information specified in Schedule 2 in accordance with this MoU.

B. Commencement and Time-frame

(see clause 2.1.1)

Commencement Date: 1 July 2009

Completion date: 31 December 2011

C. Project Officers

The Department's Project Officer is the person for the time-being holding, occupying or performing the duties of Director, Compliance Team, currently Sue Taylor available on telephone number 02 6274 2861 or via the address and facsimile number set out in Item D.

The Commissioner's Project Officer is Kirsty Rogerson, available via the address and facsimile number set out in Item E.

D. Department's Address for Notices

(see clause 7.1.1.a)

Physical address	John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
Postal address	GPO Box 787 Canberra ACT 2600
Email	sue.taylor@environment.gov.au
Facsimile	02 6274 1390

E. The Commissioner's Address for Notices

(see clause 7.1.1.b)

Physical address	Old Admiralty Towers, 68 The Esplanade Darwin, NT 0800
Postal address	GPO Box 1722, Darwin NT 0801
Email	gary.clements@nt.gov.au
Facsimile	(08) 8935 7738

SCHEDULE 2. INFORMATION

A. Scope of Information

- A.1.1. The Commissioner will provide the following Information to the Department:
- a. information concerning Complaints made by consumers to the Commissioner against Installers in the form of the Complaint Detail Report; and
 - b. the Statistical Summary Report.
- A.1.2. The Commissioner will check the Installer Provider Register at www.environment.gov.au/energyefficiency prior to compiling the Information to determine the Information provided relates only to Installers on the Installer Provider Register.

B. Reports

B.1. Complaint Detail Report

- B.1.1. The following information should be included in the Complaint Detail Report:
- c. Who the complaint is about (Installers on the Installer Provider Register and name of the Installer);
 - d. If installation related, the date of installation and address where installation occurred;
 - e. Nature of Complaint - describe the Complaint or reference further information provided by the Complainant; and
 - f. Date of Complaint and action taken in relation to the Complaint.
- B.1.2. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.
- B.1.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

B.2. Statistical Summary Report

- B.2.1. The following information should be included in the Statistical Summary Report:
- a. number of Complaints received since the commencement of this MOU;
 - b. number of Complaints that have been received against particular Installers; and
 - c. number of ongoing Complaints being progressed, escalated, or referred.

B.2.2. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.

B.2.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

SCHEDULE 3. USE OF INFORMATION BY THE DEPARTMENT

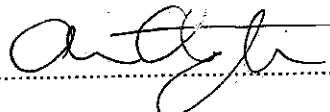
A.1. General use of Information

- A.1.1. Information provided by the Commissioner under the MoU will be used by the Home Energy Branch within the Department to carry out its functions to administer the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters.
- A.1.2. The Department will manage all Complaints through an online web form supported by DataTracker for records management.
- A.1.3. This activity will involve the information being used by the Department to:
- a. feed into the Department's audit program, identifying Installers for targeted audit activity;
 - b. provide a record of Complaints for the Department in accordance with the Department's Fraud Control Plan; and
 - c. assist in the ongoing management of the Installer Provider Register.
- A.1.4. The Information will not be the sole means by which the Department will base any decisions regarding the possible exclusion of an Installer from the Installer Provider Register.

This MoU is made on the 11th day of August 2009

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the Department of the Environment, Water,
Heritage and the Arts by:


sign here

Aaron Hughes

print name of authorised officer

Alg Assistant Secretary

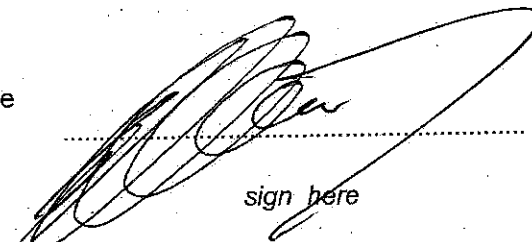
print title of authorised officer

in the presence of:

print name of witness

witness sign here

SIGNED for and on behalf of the **Northern
Territory of Australia** as represented by the
Commissioner of Consumer Affairs by


sign here

COMMISSIONER

print name of authorised officer

GARY CLEMENTS

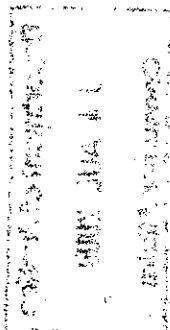
print title of authorised officer

in the presence of:

ANNE DAVEY

print name of witness


witness sign here



**MEMORANDUM OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE PROVISION OF
COMPLAINT INFORMATION CONCERNING THE HOMEOWNER INSULATION
PROGRAM AND THE LOW EMISSION ASSISTANCE PLAN FOR RENTERS

**THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE
DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS
AND**

**THE OFFICE OF FAIR TRADING, DEPARTMENT OF EMPLOYMENT,
ECONOMIC DEVELOPMENT AND INNOVATION**

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MEMORANDUM OF UNDERSTANDING

Date

This MoU is dated _____ 2009

Parties

This MoU is made between the following Parties:

1. The Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (the Department), John Gorton Building, Environment Entrance, Kind Edward Terrace, Parkes ACT 2600
2. Office of Fair Trading, State Law Building, 50 Ann Street, Brisbane Qld 4000.

Context

This MoU is made in the following context:

- A. The Department is responsible for administering the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters (the Programs) that are part of the \$4 billion Energy Efficient Homes Package that aims to improve energy efficiency of Australian homes, helping householders cut their energy waste, make their homes more comfortable and save on energy bills. As part of the Australian Government's \$42 billion National Building - Economic Stimulus Plan, it will stimulate the economy, supporting thousands of jobs in manufacturing, distribution and installation in the midst of an economic downturn.
- B. To be eligible for assistance under the programs, the installation of ceiling insulation must be undertaken by an Installer listed on the Installer Provider Register.
- C. To be included on the Installer Provider Register, Installers must agree to comply with a number of terms and conditions.
- D. Complaints by householders, landlords and tenants concerning Installer activities related to the Programs in most cases will be directed to the relevant State and Territory fair trading/consumer affairs organisations.
- E. The Department considers that complaints will be an important detection control for the Programs and will assist in the administration of the Installer Provider Register and the Programs more broadly.
- F. The Department seeks assistance from Office of Fair Trading to share information regarding consumer complaints against insulation installers who have accessed assistance from the Programs.
- G. The Department will manage all complaints through an online web form supported by DataTracker for records management.

-
- H. The Parties agree effective and efficient provision of the Information referred to in Recital E is necessary to ensure the successful operation of the Installer Provider Register maintained by the Department for the Programs as well as the overall administration of the Programs.
- I. The Parties acknowledge that they each have existing legislative obligations in relation to the sharing of information relating to privacy and possibly secrecy provisions.
- J. The Department acknowledges that by providing information to the Department, State and Territory organisations would likely be disclosing 'personal information' that pursuant to relevant State and Territory privacy legislation and policies would require an arrangement or agreement of some kind in order to ensure that such obligations are complied with.
- K. Office of Fair Trading has offered to provide such information on the terms and conditions set out in this MoU and the Department has accepted Office of Fair Trading's offer.
- L. The Parties agree to perform their obligations in a spirit of cooperation and shared objectives.

Operative provisions

The Parties agree as follows:

1. Interpretation and Definitions

1.1. Definitions

1.1.1. In this MoU:

Business Day	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
Commencement Date	means the date specified in Item B of Schedule 1;
Complaint Detail Report	means the report described in Item B of Schedule 2 provided by Office of Fair Trading to the Department in accordance with this MoU;
Department	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU;
Department's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to Office of Fair Trading by the Department;

Information	means the information described in Schedule 2 and includes the provision to the Department of the Complaint Detail Reports and Statistical Summary Reports described in Schedule 2;
Installer Provider Register	means the list of installers of ceiling insulation available at www.environment.gov.au/energyefficiency or by phoning 1800 808 571, as amended from time to time;
MoU	means this memorandum of understanding and includes all schedules, annexures and attachments, and any variation thereto;
Party and Parties	mean the Parties to this MoU and includes their Personnel;
Personnel	of an entity means its: <ul style="list-style-type: none"> a. officers, employees, agents and advisers; and b. subcontractors and their officers, employees, agents and advisers, and c. includes secondees from another organisation who are providing the Information within the entity;
Office of Fair Trading	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Department by Office of Fair Trading;
Project Officer	
Statistical Summary Report	means the report described in Item B of Schedule 2 provided by Office of Fair Trading to the Department in accordance with this MoU;
Term	means the period in clause 2;

1.2. Interpretation

1.2.1. In this MoU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

-
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - h. a reference to an Item is a reference to an Item in Schedule 1;
 - i. the Schedules, any attachments and any documents incorporated by reference form part of this MoU;
 - j. a reference to a Schedule or to an attachment is a reference to a Schedule or an attachment to this MoU;
 - k. references to the words 'include' or 'including' are to be construed without limitation; and
 - l. a reference to writing is a reference to any representation of words, figures or symbols.

1.3. Construction, changes and variation

1.3.1. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this MoU;
- b. the Schedules;
- c. the attachments, if any; and
- d. other documents including those incorporated by reference, if any,

the material mentioned in any one of clause 1.3.1.a to 1.3.1.d takes precedence over material mentioned in a subsequent paragraph, to the extent of the conflict or inconsistency.

1.3.2. Changes to this MoU can only be made with the written consent of the Parties.

1.3.3. The terms of this MoU apply on and from the Commencement Date.

2. Term of MoU

2.1.1. This MoU will commence on the Commencement Date and subject to this MoU, will continue in force with respect to data provision until 31 December 2011 with an audit period of three months to 31 March 2012 unless the Parties agree to extend the Term or the MoU is terminated earlier in accordance with clause 7.

3. Provision of Information

3.1. Obligations of Office of Fair Trading

3.1.1. The Office of Fair Trading agrees to:

- a. provide the Information as specified in Schedule 2; and

-
- b. comply with the time frame for the provision of the Information specified in Schedule 2.

3.2. Obligations of the Department

3.2.1. Without limiting the Office of Fair Trading's obligations under this MoU, the Department will provide such assistance to Office of Fair Trading as is reasonably required to enable the Office of Fair Trading to provide the Information.

3.2.2. The Department will use Information as specified in Schedule 3.

3.3. Relationship of parties

3.3.1. Neither party is by virtue of this MOU an officer, employee, partner or agent of the other, nor does one party have any power or authority to bind or represent the other party and will not hold itself out as having any power or authority.

3.4. Liaison with Project Officer

3.4.1. The Parties agree to liaise at least bi-monthly through their Project Officers.

3.5. Subcontractors

3.5.1. The Office of Fair Trading agrees not to subcontract the performance of any part of the provision of the Information without the Department's prior written approval.

4. Privacy

4.1.1. The Department must not do any act or engage in any practice in relation to the Information which would be a breach of an Information Privacy Principle as defined in the *Privacy Act 1988 (Cth)*.

4.1.2. The Office of Fair Trading must not do any act or engage in any practice in relation to the Information which would be a breach of their relevant privacy legislation and/or policies *The Fair Trading Act 1989*.

5. Secrecy obligations

5.1.1. Section 110, Preservation of secrecy, of the *Fair Trading Act 1989*, provides authority for the Commissioner for Fair Trading to exercise power under section 110 (2)(c) of the Act to authorise the release of information for the purpose of the administration of any law of the Commonwealth or of Queensland or of any other State or Territory.

6. Dispute Resolution

6.1. Procedure for Dispute Resolution

6.1.1. Where any dispute or alleged default arises under this MoU, both Parties will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- a. initial negotiation between the Department's Project Officer and Office of Fair Trading's Project Officer;
- b. if not resolved through the initial negotiation, the matter will then to be referred to Assistant Secretary, Home Energy Branch in the Department and Mr Anthony Johnson, Director Compliance, Compliance Management Unit for direct negotiation between them; and
- c. if not resolved, the matter will be referred for discussion between the First Assistant Secretary, Renewables and Energy Efficient Division in the Department and Mr Brian Bauer, Executive Director, Fair Trading Operations.
- d. if not resolved, the matter will be referred for discussion between the Deputy Secretary for the Renewables and Energy Efficient Division in the Department and Mr David Ford, Deputy Director, The Office of Liquor, Gaming & Racing.
- e. if not resolved, the matter will be referred for discussion between the Secretary of the Department and Mr Peter Henneken, Director General, Department of Employment, Economic Development & Innovation.

6.1.2. Legal issues that are the subject of a dispute will be resolved in accordance with the Legal Services Directions issued from time to time by the Attorney-General under section 55ZF of the *Judiciary Act 1903* (Cth).

6.2. Costs

6.2.1. Each Party will pay its own costs of complying with clause 6.1.1.

6.3. Continued Performance

6.3.1. Despite the existence of a dispute, the Office of Fair Trading will (unless requested in writing by the Department not to do so) continue to provide the information in accordance with this MoU.

7. Termination

7.1.1. This MoU may be terminated by either party providing 1 month written notice.

7.1.2. Each Party will liaise with the other as appropriate about making equitable termination arrangements at the time of the termination notice.

7.1.3. Each Party will bear their own costs in relation to any such termination.

8. Notices

8.1.1. Notices under this MoU are required to be in writing, and dealt with as follows:

- a. *if given by the Office of Fair Trading to the Department* – addressed to the Department's Project Officer at the address specified in Item D of Schedule 1 or as otherwise notified by the Department; or
- b. *if given by the Department to Office of Fair Trading* – given by the Department's Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention to the Office of Fair Trading's Project Officer) as specified in Item E of Schedule 1 or as otherwise notified by Office of Fair Trading.

8.1.2. A notice is required to be:

- a. signed by the person giving the notice and delivered by hand;
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted by facsimile or email by the person giving the notice.

8.1.3. A notice is deemed to be delivered:

- a. *if delivered by hand* – upon delivery to the relevant address;
- b. *if sent by post* – 5 Business Days after the date of posting to the relevant address unless it has been received earlier;
- c. *if transmitted by facsimile* – when the person giving the notice receives a report of error free transmission to the correct facsimile number (unless the intended recipient subsequently advises that the facsimile was not properly received); or
- d. *if transmitted by email* – when the person giving the notice receives an apparently human generated confirmation of receipt from the intended recipient.

8.1.4. A notice received after 5.00 pm, or on a day that is not a Business Day, is deemed to be delivered on the next Business Day.

SCHEDULE 1. GENERAL REQUIREMENTS

A. Information

(see clause 3.1)

The Office of Fair Trading will provide the Information specified in Schedule 2 in accordance with this MoU.

B. Commencement and Time-frame

(see clause 2.1.1)

Commencement Date: 1 July 2009

Completion date: 31 December 2011

C. Project Officers

The Department's Project Officer is the person for the time-being holding, occupying or performing the duties of Director, Compliance Team, currently Aaron Hughes available on telephone number 02 6274 2861 or via the address and facsimile number set out in Item D.

Office of Fair Trading's Project Officer is the person for the time-being holding, occupying or performing the duties of Manager, Complaints Assessment & Conciliation, currently [REDACTED] available on telephone [REDACTED] or via the address and facsimile number set out in Item E.

D. Department's Address for Notices

(see clause 8.1.1.a)

Physical address	John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
Postal address	GPO Box 787 Canberra ACT 2600
Email	Aaron.Hughes@environment.gov.au
Facsimile	02 6274 1390

E. Office of Fair Trading's Address for Notices

(see clause 8.1.1.b)

Physical address	State Law Building, 50 Ann Street, Brisbane Qld 4000
Postal address	GPO Box 3111, Brisbane Qld 4001
Email	[REDACTED]@deedi.qld.gov.au
Facsimile	07 3008 5946

SCHEDULE 2. INFORMATION

A. Scope of Information

- A.1.1. The Office of Fair Trading will provide the following Information to the Department:
- a. information concerning complaints made by consumers to Office of Fair Trading against ceiling insulation installers and
 - b. Complaint Detail Report and the Statistical Summary Report.
- A.1.2. The Office of Fair Trading will check the Installer Provider Register at www.environment.gov.au/energyefficiency prior to compiling the Information to determine the relevant installers about whom they should provide the Information.

B. Reports

B.1. Complaint Detail Report

- B.1.1. The following information should be included in the Complaint Detail Report:
- c. Who the complaint is about (installers on the Installer Provider Register and name of the individual installer)
 - d. If installation related, the date of installation and address where installation occurred
 - e. Nature of complaint - describe complaint or reference further information provided by complainant and
 - f. Date of complaint and action taken in relation to the complaint.
- B.1.2. The Complaint Detail Report is to be provided fortnightly by email to the Department's Project Officer.
- B.1.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

B.2. Statistical Summary Report

- B.2.1. The following information should be included in the Statistical Summary Report:
- a. number of complaints received in total
 - b. number of complaints that have been received against particular registered installers and
 - c. number of ongoing complaints being progressed/escalated/referred within the Office of Fair Trading.

B.2.2. The Complaint Detail Report is to be provided fortnightly by email to the Department's Project Officer.

B.2.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

SCHEDULE 3. USE OF INFORMATION BY THE DEPARTMENT

A.1. General use of information

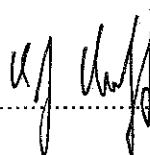
- A.1.1. The Information provided to the Office of Fair Trading under the MOU will be used by the Home Energy Branch within the Department to carry out its functions to administer the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters.
- A.1.2. The Department will manage all complaints through an online web form supported by DataTracker for records management.
- A.1.3. This activity will involve the information being used by the Department to:
- a. feed into the Department's audit program, identifying installers for targeted audit activity
 - b. provide a record of complaints for the Department in accordance with the Department's Fraud Control Plan and
 - c. assist in the ongoing management of the Installer Provider Register.
- A.1.4. The Information will not be the sole means on which the Department will base any decisions regarding the possible exclusion of an installer from the Installer Provider Register.

This MoU is made on the 25th day of August 2009

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the Department of the Environment, Water,
Heritage and the Arts by:

Kevin Keefle, Assistant
Secretary, Home Energy Branch
in the presence of:
Kay Corden



sign here

Kay Corden

~~print name of authorised officer~~

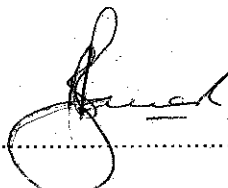
~~print title of authorised officer~~

~~in the presence of:~~

~~print name of witness~~

~~witness sign here~~

SIGNED for and on behalf of Office of Fair
Trading, Department of Employment,
Economic & Development Innovation by:



sign here

BRIAN BAUER

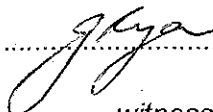
EXECUTIVE DIRECTOR, FAIR TRADING
OPERATIONS

print name of authorised officer

print title of authorised officer

in the presence of:

JOANNE RYAN



print name of witness

witness sign here



Australian Government

Department of the Environment, Water, Heritage and the Arts

Anne Gale
Acting Commissioner for Consumer Affairs
Office of Consumer and Business Affairs
GPO Box 1719
Adelaide SA 5001

Dear Ms Gale

Home Insulation Program – Exchange of information

I refer to your letter of 2 October 2009 to Mr Kevin Keeffe of this Department regarding the proposed arrangements for the exchange of information in regard to the Home Insulation Program.

I advise that this Department agrees to the proposed arrangements set out in your letter.

The contact officer in this Department for the purposes of the arrangements is [REDACTED]. [REDACTED] is currently on leave, so I would ask that all information and questions be directed to [REDACTED] who is currently performing his duties.

I have set out below the contact details for both [REDACTED] and [REDACTED].

[REDACTED]
Director, Program Marketing
John Gorton Building, King Edward Terrace, Parkes ACT 2600
GPO Box 787 Canberra ACT 2601

Ph 02 6274 1358
email: [REDACTED]@environment.gov.au

[REDACTED]
Assistant Director, Program Marketing
John Gorton Building, King Edward Terrace, Parkes ACT 2600
GPO Box 787 Canberra ACT 2601

Ph : 02 6275 9963
email: [REDACTED]@environment.gov.au

The Department will be providing you with the details of installers currently registered for South Australia within the next few days and I would ask that the first tranche of complaint information be provided as soon as possible. As you are aware, this information will be important for compliance and audit purposes in connection with the Home Insulation Program.

A/g Assistant Secretary
Home Energy Branch

8 October 2009



INVESTOR IN PEOPLE





Government of South Australia

Office of Consumer and
Business Affairs

Reference 09/00780
Contact Dini Soulio
Phone 8207 2557

Level 2
Chesser House
91-97 Grenfell Street
Adelaide SA 5000

GPO Box 1719
Adelaide SA 5001
DX 225

Tel 08 8204 9588
Fax 08 8204 9590

www.ocba.sa.gov.au

2 October 2009

Mr Kevin Keffe
Assistant Secretary
Home Energy Branch
Department of Environment, Water, Heritage and the Arts
John Gorton Building
GPO Box 787
Canberra, ACT 2601

Dear Mr Keffe

I refer to your request for the South Australian Office of Consumer and Business Affairs (OCBA) to enter a Memorandum of Understanding (MOU) with the Department of Environment, Water, Heritage and the Arts (DEWHA) for the exchange of consumer complaints information related to the Australian Government's Home Insulation Program (HIP).

OCBA has been working cooperatively with both Commonwealth and State agencies to ensure timely and streamlined rollout of the HIP within South Australia. This has included implementing a fast-track licensing process for insulation installers; ensuring training for installers is available in South Australia and which meets both HIP and licensing requirements; and dealing with an escalated number of consumer inquiries and complaints arising from installations. OCBA also provides regular advice to DEWHA on compliance by installers with conditions of registration which include having appropriate licensing.

Whilst OCBA continues to work cooperatively with the Commonwealth, OCBA's ability to divulge or communicate information is limited by the operation of the secrecy provision in section 11 of the *Fair Trading Act 1987*. Section 11 provides that:

A person must not divulge or communicate information acquired by reason of being, or having been, employed or engaged in, or in connection with, the administration of this Act or a related Act [in this instance, the Building Work Contractors Act 1995], except—

(a) with the consent of the person to whom the information relates; or

(b) in connection with the administration of this Act or a related Act; or

(c) to a member of the police force of this State or of the Commonwealth or another State or a Territory of the Commonwealth; or

(d) to a person concerned in the administration of another law of the State, or a law of the Commonwealth or another State or a Territory of the Commonwealth, relating to trade or commercial practices or the protection of

will enable DEWHA to cross-check against its own payment and compliance databases to identify the relevant installer involved.

As you are aware, OCBA has robust licensing and compliance processes in place for insulation installers in South Australia. The regular provision of information by DEWHA to OCBA regarding activity under HIP would be valuable to assist in enforcement and monitoring of these processes. This could be achieved through a similar regular email from DEWHA to OCBA (the intervals between emails to be agreed) outlining the following:

- a) A list of all registered installers who indicate that their area of operation includes South Australia or a region of South Australia. This includes all those who have indicated "Australia" as their area of operation; and
- b) information that DEWHA determines is reasonably necessary for the enforcement of a relevant State law (such information may include the results of adverse audits relating to installations in South Australia).

For the purposes of this arrangement, a relevant State law is one that satisfies the requirements of clause 1(e) of Information Privacy Principle 11 contained in the Privacy Act 1988.

OCBA agrees not to use or disclose information provided by the DEWHA except for the purpose for which it was provided.

OCBA and DEWHA agree that the arrangement in this letter shall continue until HIP ends or until terminated by either party on giving one month's written notice.

Your agreement to these proposals is now being sought. Should you have any further queries, please don't hesitate to contact Mark Collett, Manager Compliance and Product Safety, on (08) 8204 9706.

Yours sincerely



Anne Gale

Acting Commissioner for Consumer Affairs

**MEMORANDUM OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE PROVISION OF
COMPLAINT INFORMATION CONCERNING THE HOMEOWNER INSULATION
PROGRAM AND THE LOW EMISSION ASSISTANCE PLAN FOR RENTERS

**THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE
DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS
AND**

THE OFFICE OF CONSUMER AFFAIRS & FAIR TRADING, TASMANIA

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MEMORANDUM OF UNDERSTANDING

Date

This MoU is dated 26 June 2009

Parties

This MoU is made between the following Parties:

1. The Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (the Department), John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
2. The Office of Consumer Affairs & Fair Trading Tasmania of Level 3, 15 Murray Street, Hobart TAS 7000

Context

This MoU is made in the following context:

- A. The Department is responsible for administering the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters (the Programs) that are part of the \$4 billion Energy Efficient Homes Package that aims to improve energy efficiency of Australian homes, helping householders cut their energy waste, make their homes more comfortable and save on energy bills. As part of the Australian Government's \$42 billion National Building - Economic Stimulus Plan, it will stimulate the economy, supporting thousands of jobs in manufacturing, distribution and installation in the midst of an economic downturn.
- B. To be eligible for assistance under the programs, the installation of ceiling insulation must be undertaken by an Installer listed on the Installer Provider Register.
- C. To be included on the Installer Provider Register, Installers must agree to comply with a number of terms and conditions.
- D. Complaints by householders, landlords and tenants concerning Installer activities related to the Programs in most cases will be directed to the relevant State and Territory fair trading/consumer affairs organisations.
- E. The Department considers that complaints will be an important detection control for the Programs and will assist in the administration of the Installer Provider Register and the Programs more broadly.
- F. The Department seeks assistance from The Office of Consumer Affairs & Fair Trading Tasmania ("CAFT") to share information regarding consumer complaints against insulation installers who have accessed assistance from the Programs.

- G. The Department will manage all complaints through an online web form supported by DataTracker for records management.
- H. The Parties agree effective and efficient provision of the Information referred to in Recital E is necessary to ensure the successful operation of the Installer Provider Register maintained by the Department for the Programs as well as the overall administration of the Programs.
- I. The Parties acknowledge that they each have existing legislative obligations in relation to the sharing of information relating to privacy and possibly secrecy provisions.
- J. The Department acknowledges that by providing information to the Department, State and Territory organisations would likely be disclosing 'personal information' that pursuant to relevant State and Territory privacy legislation and policies would require an arrangement or agreement of some kind in order to ensure that such obligations are complied with.
- K. CAFT has offered to provide such information on the terms and conditions set out in this MoU and the Department has accepted CAFT's offer.
- L. The Parties agree that this MoU outlines the working arrangements between their offices and that it is not intended to create legally binding obligations on either party, however, the parties agree to endeavour to perform their obligations in a spirit of cooperation and shared objectives.

Operative provisions

The Parties agree as follows:

1. Interpretation and Definitions

1.1. Definitions

1.1.1. In this MoU:

Business Day	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
Commencement Date	means the date specified in Item B of Schedule 1;
Complaint Detail Report	means the report described in Item B of Schedule 2 provided by CAFT to the Department in accordance with this MoU;
Department	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU;

Department's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to CAFT by the Department;
Information	means the information described in Schedule 2 and includes the provision to the Department of the Complaint Detail Reports and Statistical Summary Reports described in Schedule 2;
Installer Provider Register	means the list of installers of ceiling insulation available at www.environment.gov.au/energyefficiency or by phoning 1800 808 571, as amended from time to time;
MoU	means this memorandum of understanding and includes all schedules, annexures and attachments, and any variation thereto;
Party and Parties	mean the Parties to this MoU and includes their Personnel;
Personnel	of an entity means its: <ul style="list-style-type: none"> a. officers, employees, agents and advisers; and b. subcontractors and their officers, employees, agents and advisers, and c. includes secondees from another organisation who are providing the Information within the entity;
CAFT Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Department by CAFT;
Statistical Summary Report	means the report described in Item B of Schedule 2 provided by CAFT to the Department in accordance with this MoU;
Term	means the period in clause 2;

1.2. Interpretation

1.2.1. In this MoU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;

- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules, any attachments and any documents incorporated by reference form part of this MoU;
- j. a reference to a Schedule or to an attachment is a reference to a Schedule or an attachment to this MoU;
- k. references to the words 'include' or 'including' are to be construed without limitation; and
- l. a reference to writing is a reference to any representation of words, figures or symbols.

1.3. Construction, changes and variation

1.3.1. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this MoU;
- b. the Schedules;
- c. the attachments, if any; and
- d. other documents including those incorporated by reference, if any,

the material mentioned in any one of clause 1.3.1.a to 1.3.1.d takes precedence over material mentioned in a subsequent paragraph, to the extent of the conflict or inconsistency.

1.3.2. Changes to this MoU can only be made with the written consent of the Parties.

1.3.3. The terms of this MoU apply on and from the Commencement Date.

2. Term of MoU

2.1.1. This MoU will commence on the Commencement Date and subject to this MoU, will continue in force until 31 March 2012 unless the Parties agree to extend the Term or the MoU is terminated earlier in accordance with clause 7.

3. Provision of Information

3.1. Obligations of CAFT

3.1.1. CAFT agrees to:

- a. provide the Information as specified in Schedule 2; and

- b. comply with the time frame for the provision of the Information specified in Schedule 2.

3.2. Obligations of the Department

- 3.2.1. Without limiting the CAFT's obligations under this MoU, the Department will provide such assistance to CAFT as is reasonably required to enable CAFT to provide the Information.

- 3.2.2. The Department acknowledges that, while CAFT will use its best endeavours to fulfil the obligations under this MoU, CAFT has limited resources and should the obligations under this MoU extend beyond those current resourcing capabilities this issue may be raised with the Department Project Officer by the CAFT Project Officer and in the event that agreement cannot be reached between the Project Officers the obligations under this MoU may be reviewed using the processes outlined in clause 6 of this MoU.

- 3.2.3. The Department will use Information as specified in Schedule 3.

3.3. Relationship of parties

- 3.3.1. Neither party is by virtue of this MOU an officer, employee, partner or agent of the other, nor does one party have any power or authority to bind or represent the other party and will not hold itself out as having any power or authority.

3.4. Liaison with Project Officer

- 3.4.1. The Parties agree to liaise at least bi-monthly through their Project Officers.

3.5. Subcontractors

- 3.5.1. CAFT agrees not to subcontract the performance of any part of the provision of the Information without the Department's prior written approval.

4. Privacy

- 4.1.1. The Department must not do any act or engage in any practice in relation to the Information which would be a breach of an Information Privacy Principle as defined in the *Privacy Act 1988 (Cth)*.

- 4.1.2. CAFT must not do any act or engage in any practice in relation to the Information which would be a breach of the *Personal Information Protection Act 2004 (Tas)*.

5. Secrecy obligations

Insert clause (if applicable) reflecting any relevant State or Territory legislative secrecy obligations.

6. Dispute Resolution

6.1. Procedure for Dispute Resolution

6.1.1. Where any dispute or alleged default arises under this MoU, both Parties will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- a. initial negotiation between the Department's Project Officer and CAFT's Project Officer;
- b. if not resolved through the initial negotiation, the matter will then be referred to the Assistant Secretary, Home Energy Branch in the Department and the Director of Consumer Affairs & Fair Trading Tasmania for direct negotiation between them; and
- c. if not resolved, the matter will be referred for discussion between the Deputy Secretary for the Renewables and Energy Efficient Division in the Department and the Deputy Secretary of the Department of Justice, Tasmania;
- d. if not resolved, the matter will be referred for discussion between the Secretary of the Department and the Secretary of the Department of Justice, Tasmania.

6.1.2. Legal issues that are the subject of a dispute will be resolved in accordance with the Legal Services Directions issued from time to time by the Attorney-General under section 55ZF of the *Judiciary Act 1903* (Cth).

6.2. Costs

6.2.1. Each Party will pay its own costs of complying with clause 6.1.1.

6.3. Continued Performance

6.3.1. Despite the existence of a dispute, CAFT will (unless requested in writing by the Department not to do so) continue to provide the Information in accordance with this MoU.

7. Termination

7.1.1. This MoU may be terminated by either party providing 1 month written notice.

7.1.2. Each Party will liaise with the other as appropriate about making equitable termination arrangements at the time of the termination notice.

7.1.3. Each Party will bear their own costs in relation to any such termination.

8. Notices

8.1.1. Notices under this MoU are required to be in writing, and dealt with as follows:

-
- a. *if given by the CAFT to the Department* – addressed to the Department's Project Officer at the address specified in Item D of Schedule 1 or as otherwise notified by the Department; or
 - b. *if given by the Department to CAFT* – given by the Department's Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention to the *CAFT's Project Officer*) as specified in Item E of Schedule 1 or as otherwise notified by CAFT.

8.1.2. A notice is required to be:

- a. signed by the person giving the notice and delivered by hand;
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted by facsimile or email by the person giving the notice.

8.1.3. A notice is deemed to be delivered:

- a. *if delivered by hand* – upon delivery to the relevant address;
- b. *if sent by post* – 5 Business Days after the date of posting to the relevant address unless it has been received earlier;
- c. *if transmitted by facsimile* – when the person giving the notice receives a report of error free transmission to the correct facsimile number (unless the intended recipient subsequently advises that the facsimile was not properly received); or
- d. *if transmitted by email* – when the person giving the notice receives an apparently human generated confirmation of receipt from the intended recipient.

8.1.4. A notice received after 5.00 pm, or on a day that is not a Business Day, is deemed to be delivered on the next Business Day.

SCHEDULE 1. GENERAL REQUIREMENTS

A. Information (see clause 3.1)

CAFT will provide the information specified in Schedule 2 in accordance with this MoU.

B. Commencement and Time-frame (see clause 2.1.1)

Commencement Date: 1 July 2009

Completion date: 31 December 2011

C. Project Officers

The Department's Project Officer is the person for the time-being holding, occupying or performing the duties of Director, Compliance Team, currently [REDACTED] available on telephone number [REDACTED] or via the address and facsimile number set out in Item D.

CAFT's Project Officer is [REDACTED] is currently available on telephone number [REDACTED] or via the address, email and facsimile number set out in Item D.

D. Department's Address for Notices (see clause 8.1.1.a)

Physical address	John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
Postal address	GPO Box 787 Canberra ACT 2600
Email	[REDACTED]@environment.gov.au
Facsimile	[REDACTED]

E. CAFT's Address for Notices (see clause 8.1.1.b)

Physical address	Level 3, 15 Murray Street, Hobart TAS 7000
Postal address	GPO Box 1244, Hobart TAS 7001
Email	[REDACTED]@justice.tas.gov.au
Facsimile	[REDACTED]

SCHEDULE 2. INFORMATION

A. Scope of Information

- A.1.1. CAFT will provide the following Information to the Department:
- a. information concerning complaints made by consumers to CAFT against ceiling insulation installers and
 - b. Complaint Detail Report and the Statistical Summary Report.
- A.1.2. CAFT will check the Installer Provider Register at www.environment.gov.au/energyefficiency prior to compiling the Information to determine the relevant installers about whom they should provide the Information.

B. Reports

B.1. Complaint Detail Report

- B.1.1. The following information should be included in the Complaint Detail Report:
- c. Who the complaint is about (installers on the Installer Provider Register and name of the individual installer)
 - d. If installation related, the date of installation and address where installation occurred
 - e. Nature of complaint - describe complaint or reference further information provided by complainant and
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- B.1.2. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.
- B.1.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

B.2. Statistical Summary Report

- B.2.1. The following information should be included in the Statistical Summary Report:
- a. number of complaints received in total
 - b. number of complaints that have been received against particular registered installers and
 - c. number of ongoing complaints being progressed/escalated/referred within CAFT.

- B.2.2. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.
- B.2.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.
- B.2.4. In the event that there is a nil return this will be notified by email to the Department's Project Officer without the need to attach a Complaint Detail Report or Statistical Summary Report.

SCHEDULE 3. USE OF INFORMATION BY THE DEPARTMENT


A.1. General use of information

- A.1.1. The Information provided by CAFT under the MOU will be used by the Home Energy Branch within the Department to carry out its functions to administer the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters.
- A.1.2. The Department will manage all complaints through an online web form supported by DataTracker for records management.
- A.1.3. This activity will involve the information being used by the Department to:
- a. feed into the Department's audit program, identifying installers for targeted audit activity
 - b. provide a record of complaints for the Department in accordance with the Department's Fraud Control Plan and
 - c. assist in the ongoing management of the Installer Provider Register.
- A.1.4. The Information will not be the sole means on which the Department will base any decisions regarding the possible exclusion of an installer from the Installer Provider Register.

This MoU is made on the 26th.. day of June 2009

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the Department of the Environment, Water,
Heritage and the Arts by:


.....
sign here

Kevin Keeffe

print name of authorised officer

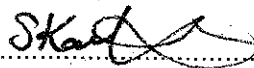
Kevin keeffe Assistant Secretary

print title of authorised officer

in the presence of:

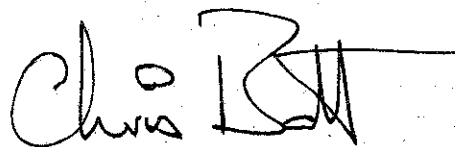
SASCHA KAMINSKI

print name of witness


.....

witness sign here

SIGNED for and on behalf of the Office of
Consumer Affairs & Fair Trading Tasmania by
the Director of Consumer Affairs & Fair
Trading Tasmania


.....

Chris Batt, Director

in the presence of:


.....

Felicity Natoli Senior Policy Officer

Consumer Affairs & Fair Trading Tasmania

**MEMORANDUM OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE PROVISION OF
COMPLAINT INFORMATION CONCERNING THE HOMEOWNER INSULATION
PROGRAM AND THE LOW EMISSION ASSISTANCE PLAN FOR RENTERS

**THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE
DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS
AND**

THE OFFICE OF CONSUMER AFFAIRS & FAIR TRADING, TASMANIA

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MEMORANDUM OF UNDERSTANDING

Date

This MoU is dated 26 June 2009

Parties

This MoU is made between the following Parties:

1. The Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (the Department), John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
2. The Office of Consumer Affairs & Fair Trading Tasmania of Level 3, 15 Murray Street, Hobart TAS 7000

Context

This MoU is made in the following context:

- A. The Department is responsible for administering the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters (the Programs) that are part of the \$4 billion Energy Efficient Homes Package that aims to improve energy efficiency of Australian homes, helping householders cut their energy waste, make their homes more comfortable and save on energy bills. As part of the Australian Government's \$42 billion National Building - Economic Stimulus Plan, it will stimulate the economy, supporting thousands of jobs in manufacturing, distribution and installation in the midst of an economic downturn.
- B. To be eligible for assistance under the programs, the installation of ceiling insulation must be undertaken by an Installer listed on the Installer Provider Register.
- C. To be included on the Installer Provider Register, Installers must agree to comply with a number of terms and conditions.
- D. Complaints by householders, landlords and tenants concerning Installer activities related to the Programs in most cases will be directed to the relevant State and Territory fair trading/consumer affairs organisations.
- E. The Department considers that complaints will be an important detection control for the Programs and will assist in the administration of the Installer Provider Register and the Programs more broadly.
- F. The Department seeks assistance from The Office of Consumer Affairs & Fair Trading Tasmania ("CAFT") to share information regarding consumer complaints against insulation installers who have accessed assistance from the Programs.

- G. The Department will manage all complaints through an online web form supported by DataTracker for records management.
- H. The Parties agree effective and efficient provision of the Information referred to in Recital E is necessary to ensure the successful operation of the Installer Provider Register maintained by the Department for the Programs as well as the overall administration of the Programs.
- I. The Parties acknowledge that they each have existing legislative obligations in relation to the sharing of information relating to privacy and possibly secrecy provisions.
- J. The Department acknowledges that by providing information to the Department, State and Territory organisations would likely be disclosing 'personal information' that pursuant to relevant State and Territory privacy legislation and policies would require an arrangement or agreement of some kind in order to ensure that such obligations are complied with.
- K. CAFT has offered to provide such information on the terms and conditions set out in this MoU and the Department has accepted CAFT's offer.
- L. The Parties agree that this MoU outlines the working arrangements between their offices and that it is not intended to create legally binding obligations on either party, however, the parties agree to endeavour to perform their obligations in a spirit of cooperation and shared objectives.

Operative provisions

The Parties agree as follows:

1. Interpretation and Definitions

1.1. Definitions

1.1.1. In this MoU:

Business Day	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
Commencement Date	means the date specified in Item B of Schedule 1;
Complaint Detail Report	means the report described in Item B of Schedule 2 provided by CAFT to the Department in accordance with this MoU;
Department	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU;

Department's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to CAFT by the Department;
Information	means the information described in Schedule 2 and includes the provision to the Department of the Complaint Detail Reports and Statistical Summary Reports described in Schedule 2;
Installer Provider Register	means the list of installers of ceiling insulation available at www.environment.gov.au/energyefficiency or by phoning 1800 808 571, as amended from time to time;
MoU	means this memorandum of understanding and includes all schedules, annexures and attachments, and any variation thereto;
Party and Parties	mean the Parties to this MoU and includes their Personnel;
Personnel	of an entity means its: <ul style="list-style-type: none"> a. officers, employees, agents and advisers; and b. subcontractors and their officers, employees, agents and advisers, and c. includes secondees from another organisation who are providing the Information within the entity;
CAFT Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Department by CAFT;
Statistical Summary Report	means the report described in Item B of Schedule 2 provided by CAFT to the Department in accordance with this MoU;
Term	means the period in clause 2;

1.2. Interpretation

1.2.1. In this MoU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;

- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules, any attachments and any documents incorporated by reference form part of this MoU;
- j. a reference to a Schedule or to an attachment is a reference to a Schedule or an attachment to this MoU;
- k. references to the words 'include' or 'including' are to be construed without limitation; and
- l. a reference to writing is a reference to any representation of words, figures or symbols.

1.3. Construction, changes and variation

1.3.1. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this MoU;
- b. the Schedules;
- c. the attachments, if any; and
- d. other documents including those incorporated by reference, if any,

the material mentioned in any one of clause 1.3.1.a to 1.3.1.d takes precedence over material mentioned in a subsequent paragraph, to the extent of the conflict or inconsistency.

1.3.2. Changes to this MoU can only be made with the written consent of the Parties.

1.3.3. The terms of this MoU apply on and from the Commencement Date.

2. Term of MoU

2.1.1. This MoU will commence on the Commencement Date and subject to this MoU, will continue in force until 31 March 2012 unless the Parties agree to extend the Term or the MoU is terminated earlier in accordance with clause 7.

3. Provision of Information

3.1. Obligations of CAFT

3.1.1. CAFT agrees to:

- a. provide the Information as specified in Schedule 2; and

- b. comply with the time frame for the provision of the Information specified in Schedule 2.

3.2. Obligations of the Department

- 3.2.1. Without limiting the CAFT's obligations under this MoU, the Department will provide such assistance to CAFT as is reasonably required to enable CAFT to provide the Information.

- 3.2.2. The Department acknowledges that, while CAFT will use its best endeavours to fulfil the obligations under this MoU, CAFT has limited resources and should the obligations under this MoU extend beyond those current resourcing capabilities this issue may be raised with the Department Project Officer by the CAFT Project Officer and in the event that agreement cannot be reached between the Project Officers the obligations under this MoU may be reviewed using the processes outlined in clause 6 of this MoU.

- 3.2.3. The Department will use Information as specified in Schedule 3.

3.3. Relationship of parties

- 3.3.1. Neither party is by virtue of this MOU an officer, employee, partner or agent of the other, nor does one party have any power or authority to bind or represent the other party and will not hold itself out as having any power or authority.

3.4. Liaison with Project Officer

- 3.4.1. The Parties agree to liaise at least bi-monthly through their Project Officers.

3.5. Subcontractors

- 3.5.1. CAFT agrees not to subcontract the performance of any part of the provision of the Information without the Department's prior written approval.

4. Privacy

- 4.1.1. The Department must not do any act or engage in any practice in relation to the Information which would be a breach of an Information Privacy Principle as defined in the *Privacy Act 1988 (Cth)*.

- 4.1.2. CAFT must not do any act or engage in any practice in relation to the Information which would be a breach of the *Personal Information Protection Act 2004 (Tas)*.

5. Secrecy obligations

Insert clause (if applicable) reflecting any relevant State or Territory legislative secrecy obligations.

6. Dispute Resolution

6.1. Procedure for Dispute Resolution

6.1.1. Where any dispute or alleged default arises under this MoU, both Parties will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- a. initial negotiation between the Department's Project Officer and CAFT's Project Officer;
- b. if not resolved through the initial negotiation, the matter will then be referred to the Assistant Secretary, Home Energy Branch in the Department and the Director of Consumer Affairs & Fair Trading Tasmania for direct negotiation between them; and
- c. if not resolved, the matter will be referred for discussion between the Deputy Secretary for the Renewables and Energy Efficient Division in the Department and the Deputy Secretary of the Department of Justice, Tasmania;
- d. if not resolved, the matter will be referred for discussion between the Secretary of the Department and the Secretary of the Department of Justice, Tasmania.

6.1.2. Legal issues that are the subject of a dispute will be resolved in accordance with the Legal Services Directions issued from time to time by the Attorney-General under section 55ZF of the *Judiciary Act 1903* (Cth).

6.2. Costs

6.2.1. Each Party will pay its own costs of complying with clause 6.1.1.

6.3. Continued Performance

6.3.1. Despite the existence of a dispute, CAFT will (unless requested in writing by the Department not to do so) continue to provide the Information in accordance with this MoU.

7. Termination

7.1.1. This MoU may be terminated by either party providing 1 month written notice.

7.1.2. Each Party will liaise with the other as appropriate about making equitable termination arrangements at the time of the termination notice.

7.1.3. Each Party will bear their own costs in relation to any such termination.

8. Notices

8.1.1. Notices under this MoU are required to be in writing, and dealt with as follows:

-
- a. *if given by the CAFT to the Department* – addressed to the Department's Project Officer at the address specified in Item D of Schedule 1 or as otherwise notified by the Department; or
 - b. *if given by the Department to CAFT* – given by the Department's Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention to the *CAFT's Project Officer*) as specified in Item E of Schedule 1 or as otherwise notified by CAFT.

8.1.2. A notice is required to be:

- a. signed by the person giving the notice and delivered by hand;
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted by facsimile or email by the person giving the notice.

8.1.3. A notice is deemed to be delivered:

- a. *if delivered by hand* – upon delivery to the relevant address;
- b. *if sent by post* – 5 Business Days after the date of posting to the relevant address unless it has been received earlier;
- c. *if transmitted by facsimile* – when the person giving the notice receives a report of error free transmission to the correct facsimile number (unless the intended recipient subsequently advises that the facsimile was not properly received); or
- d. *if transmitted by email* – when the person giving the notice receives an apparently human generated confirmation of receipt from the intended recipient.

8.1.4. A notice received after 5.00 pm, or on a day that is not a Business Day, is deemed to be delivered on the next Business Day.

SCHEDULE 1. GENERAL REQUIREMENTS

A. Information (see clause 3.1)

CAFT will provide the information specified in Schedule 2 in accordance with this MoU.

B. Commencement and Time-frame (see clause 2.1.1)

Commencement Date: 1 July 2009

Completion date: 31 December 2011

C. Project Officers

The Department's Project Officer is the person for the time-being holding, occupying or performing the duties of Director, Compliance Team, currently [REDACTED] available on telephone number [REDACTED] or via the address and facsimile number set out in Item D.

CAFT's Project Officer is [REDACTED] is currently available on telephone number [REDACTED] or via the address, email and facsimile number set out in Item D.

D. Department's Address for Notices (see clause 8.1.1.a)

Physical address	John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
Postal address	GPO Box 787 Canberra ACT 2600
Email	[REDACTED]@environment.gov.au
Facsimile	[REDACTED]

E. CAFT's Address for Notices (see clause 8.1.1.b)

Physical address	Level 3, 15 Murray Street, Hobart TAS 7000
Postal address	GPO Box 1244, Hobart TAS 7001
Email	[REDACTED]@justice.tas.gov.au
Facsimile	[REDACTED]

SCHEDULE 2. INFORMATION

A. Scope of Information

- A.1.1. CAFT will provide the following Information to the Department:
- a. information concerning complaints made by consumers to CAFT against ceiling insulation installers and
 - b. Complaint Detail Report and the Statistical Summary Report.
- A.1.2. CAFT will check the Installer Provider Register at www.environment.gov.au/energyefficiency prior to compiling the Information to determine the relevant installers about whom they should provide the Information.

B. Reports

B.1. Complaint Detail Report

- B.1.1. The following information should be included in the Complaint Detail Report:
- c. Who the complaint is about (installers on the Installer Provider Register and name of the individual installer)
 - d. If installation related, the date of installation and address where installation occurred
 - e. Nature of complaint - describe complaint or reference further information provided by complainant and
 - f. Date of complaint and action taken in relation to the complaint.
- B.1.2. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.
- B.1.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

B.2. Statistical Summary Report

- B.2.1. The following information should be included in the Statistical Summary Report:
- a. number of complaints received in total
 - b. number of complaints that have been received against particular registered installers and
 - c. number of ongoing complaints being progressed/escalated/referred within CAFT.

- B.2.2. The Complaint Detail Report is to be provided weekly by email to the Department's Project Officer.
- B.2.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.
- B.2.4. In the event that there is a nil return this will be notified by email to the Department's Project Officer without the need to attach a Complaint Detail Report or Statistical Summary Report.

SCHEDULE 3. USE OF INFORMATION BY THE DEPARTMENT


A.1. General use of information

- A.1.1. The Information provided by CAFT under the MOU will be used by the Home Energy Branch within the Department to carry out its functions to administer the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters.
- A.1.2. The Department will manage all complaints through an online web form supported by DataTracker for records management.
- A.1.3. This activity will involve the information being used by the Department to:
- a. feed into the Department's audit program, identifying installers for targeted audit activity
 - b. provide a record of complaints for the Department in accordance with the Department's Fraud Control Plan and
 - c. assist in the ongoing management of the Installer Provider Register.
- A.1.4. The Information will not be the sole means on which the Department will base any decisions regarding the possible exclusion of an installer from the Installer Provider Register.

This MoU is made on the 26th.. day of June 2009

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the Department of the Environment, Water,
Heritage and the Arts by:


.....
sign here

Kevin Keeffe

print name of authorised officer

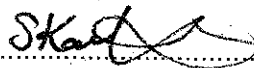
Kevin keeffe Assistant Secretary

print title of authorised officer

in the presence of:

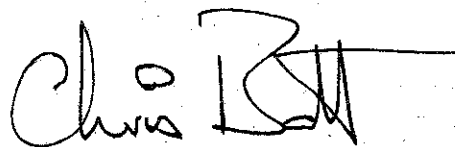
SASCHA KAMINSKI

print name of witness


.....

witness sign here

SIGNED for and on behalf of the Office of
Consumer Affairs & Fair Trading Tasmania by
the Director of Consumer Affairs & Fair
Trading Tasmania


.....

Chris Batt, Director

in the presence of:


.....

Felicity Natoli Senior Policy Officer

Consumer Affairs & Fair Trading Tasmania

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING IN RELATION TO THE PROVISION OF COMPLAINT
INFORMATION CONCERNING THE HOMEOWNER INSULATION PROGRAM AND THE LOW
EMISSION ASSISTANCE PLAN FOR RENTERS**

**THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE DEPARTMENT OF THE
ENVIRONMENT, WATER, HERITAGE AND THE ARTS**

AND

THE CONSUMER PROTECTION DIVISION OF THE DEPARTMENT OF COMMERCE, WA

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MEMORANDUM OF UNDERSTANDING

Date

This MoU is dated **30 June 2009**.

Parties

This MoU is made between the following Parties:

1. The Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (the Department), John Gorton Building, Environment Entrance, Kind Edward Terrace, Parkes ACT 2600
2. The Consumer Protection Division of the Department of Commerce (Consumer Protection), Forrest Centre, 219 St Georges Terrace, Perth WA 6000

Context

This MoU is made in the following context:

- A. The Department is responsible for administering the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters (the Programs) that are part of the \$4 billion Energy Efficient Homes Package that aims to improve energy efficiency of Australian homes, helping householders cut their energy waste, make their homes more comfortable and save on energy bills. As part of the Australian Government's \$42 billion National Building - Economic Stimulus Plan, it will stimulate the economy, supporting thousands of jobs in manufacturing, distribution and installation in the midst of an economic downturn.
- B. To be eligible for assistance under the programs, the installation of ceiling insulation must be undertaken by an Installer listed on the Installer Provider Register.
- C. To be included on the Installer Provider Register, Installers must agree to comply with a number of terms and conditions.
- D. Complaints by householders, landlords and tenants concerning Installer activities related to the Programs in most cases will be directed to the relevant State and Territory fair trading/consumer affairs organisations.
- E. The Department considers that complaints will be an important detection control for the Programs and will assist in the administration of the Installer Provider Register and the Programs more broadly.
- F. The Department seeks assistance from Consumer Protection to share information regarding consumer complaints against insulation installers who are listed on the Installer Provider Register at www.environment.gov.au/energyefficiency.
- G. The Department will manage all complaints through an online web form supported by DataTracker for records management.

- H. The Parties agree effective and efficient provision of the Information referred to in Recital E is necessary to ensure the successful operation of the Installer Provider Register maintained by the Department for the Programs as well as the overall administration of the Programs.
- I. The Parties acknowledge that they each have existing legislative obligations in relation to privacy and the sharing of confidential information which has been officially obtained.
- J. The Department acknowledges that, by providing information to the Department, State and Territory organisations would likely be disclosing 'confidential information' which may only be disclosed in accordance with the provisions of the relevant legislation under which the information was obtained.
- K. Consumer Protection has offered to provide such information on the terms and conditions set out in this MoU and the Department has accepted Consumer Protection's offer.
- L. The Parties agree to perform their obligations in a spirit of cooperation and shared objectives.

Operative Provisions

The Parties agree as follows:

1. Interpretation and Definitions

1.1. Definitions

1.1.1. In this MoU:

Business Day	in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;
Commencement Date	means the date specified in Item B of Schedule 1;
Complaint Detail Report	means the report described in Item B of Schedule 2 provided by Consumer Protection to the Department in accordance with this MoU;
Department	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this MOU;
Department's Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to Consumer Protection by the Department;
Information	means the information described in Schedule 2 and includes the provision to the Department of the Complaint Detail Reports and Statistical Summary Reports described in Schedule 2;

Installer Provider Register	means the list of installers of ceiling insulation available at: www.environment.gov.au/energyefficiency or by phoning 1800 808 571, as amended from time to time;
MoU	means this memorandum of understanding and includes all schedules, annexures and attachments, and any variation thereto;
Party and Parties	mean the Parties to this MoU and includes their Personnel;
Personnel	of an entity means its: <ul style="list-style-type: none"> a. officers, employees, agents and advisers; and b. subcontractors and their officers, employees, agents and advisers, and c. includes secondees from another organisation who are providing the Information within the entity;
Consumer Protection Project Officer	means the person specified (by name or position) in Item C of Schedule 1 or any substitute notified to the Department by Consumer Protection;
Statistical Summary Report	means the report described in Item B of Schedule 2 provided by Consumer Protection to the Department in accordance with this MoU;
Term	means the period in clause 2;

1.2. Interpretation

1.2.1. In this MoU, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules, any attachments and any documents incorporated by reference form part of this MoU;

- j. a reference to a Schedule or to an attachment is a reference to a Schedule or an attachment to this MoU;
- k. references to the words 'include' or 'including' are to be construed without limitation; and
- l. a reference to writing is a reference to any representation of words, figures or symbols.

1.3. Construction, changes and variation

1.3.1. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this MoU;
- b. the Schedules;
- c. the attachments, if any; and
- d. other documents including those incorporated by reference, if any,

the material mentioned in any one of clause 1.3.1.a to 1.3.1.d takes precedence over material mentioned in a subsequent paragraph, to the extent of the conflict or inconsistency.

1.3.2. Changes to this MoU can only be made with the written consent of the Parties.

1.3.3. The terms of this MoU apply on and from the Commencement Date.

2. Term of MoU

2.1.1. This MoU will commence on the Commencement Date and subject to this MoU, will continue in force until 31 March 2012 unless the Parties agree to extend the Term or the MoU is terminated earlier in accordance with clause 7.

3. Provision of Information

3.1. Obligations of Consumer Protection

3.1.1. Consumer Protection agrees to:

- a. provide the Information as specified in Schedule 2; and
- b. comply with the time frame for the provision of the Information specified in Schedule 2.

3.2. Obligations of the Department

3.2.1. Without limiting Consumer Protection's obligations under this MoU, the Department will provide such assistance to Consumer Protection as is reasonably required to enable Consumer Protection to provide the Information.

3.2.2. The Department will use Information as specified in Schedule 3.

3.3. Relationship of Parties

- 3.3.1. Neither party is by virtue of this MOU an officer, employee, partner or agent of the other, nor does one party have any power or authority to bind or represent the other party and will not hold itself out as having any power or authority.

3.4. Liaison with Project Officer

- 3.4.1. The Parties agree to liaise at least bi-monthly through their Project Officers.

3.5. Subcontractors

- 3.5.1. Consumer Protection agrees not to subcontract the performance of any part of the provision of the Information without the Department's prior written approval.

4. Privacy

- 4.1.1. The Department must not do any act or engage in any practice in relation to the Information which would be a breach of an Information Privacy Principle as defined in the *Privacy Act 1988 (Cth)*.

- 4.1.2. Consumer Protection must not do any act or engage in any practice in relation to the Information which would be a breach of their relevant privacy legislation and/or policies.

5. Secrecy Obligations

- 5.1.1. It is anticipated that information collected by Consumer Protection in relation to consumer complaints against insulation installers will be pursuant to the powers contained in the *Consumer Affairs Act 1971(WA)* (CAA).

- 5.1.2. Information which Consumer Protection has officially obtained pursuant to its powers under the CAA may only be disclosed to another person in accordance with s 24 of the CAA which provides as follows:

24. Information officially obtained to be confidential

- (1) A person who misuses information obtained by reason of any function that person has, or at any time had, under or in accordance with this Act or any other Act commits an offence.
Penalty: \$20 000.
- (2) A person misuses information if it is, directly or indirectly, recorded, used, or disclosed to another person, other than -
 - (a) in the course of duty;
 - (b) under this Act or any other Act;
 - (c) for the purposes of the investigation of any suspected offence or the conduct of proceedings against any person for an offence;
 - (d) in a manner that could not reasonably be expected to lead to the identification of any person to whom the information refers; or
 - (e) with the consent of the person to whom the information relates, or each of them if there is more than one.
- (3) In this section -
information means information concerning the affairs of a person.

6. Dispute Resolution

6.1. Procedure for Dispute Resolution

6.1.1. Where any dispute or alleged default arises under this MoU, both Parties will take all necessary steps to resolve the dispute by mutual agreement, using the following procedures:

- a. initial negotiation between the Department's Project Officer and Consumer Protection's Project Officer;
- b. if not resolved through the initial negotiation, the matter will then to be referred to Assistant Secretary, Home Energy Branch in the Department and the Manager, Building & Tenancy Branch, Consumer Protection for direct negotiation between them;
- c. if not resolved, the matter will be referred for discussion between the First Assistant Secretary, Renewables and Energy Efficient Division in the Department and the Director, Industry and Consumer Services, Consumer Protection;
- d. if not resolved, the matter will be referred for discussion between the Deputy Secretary for the Renewables and Energy Efficient Division in the Department and the Executive Director, Consumer Protection.
- e. if not resolved, the matter will be referred for discussion between the Secretary of the Department and the Director General, Department of Commerce.

6.1.2. Legal issues that are the subject of a dispute will be resolved in accordance with the Legal Services Directions issued from time to time by the Attorney-General under section 55ZF of the *Judiciary Act 1903* (Cth).

6.2. Costs

6.2.1. Each Party will pay its own costs of complying with clause 6.1.1.

6.3. Continued Performance

6.3.1. Despite the existence of a dispute, Consumer Protection will (unless requested in writing by the Department not to do so) continue to provide the Information in accordance with this MoU unless there has been a breach of the MoU by either party.

7. Termination

7.1.1. This MoU may be terminated by either party providing 1 month written notice.

7.1.2. Each Party will liaise with the other as appropriate about making equitable termination arrangements at the time of the termination notice.

7.1.3. Each Party will bear their own costs in relation to any such termination.

8. Notices

8.1.1. Notices under this MoU are required to be in writing, and dealt with as follows:

- a. *if given by Consumer Protection to the Department* – addressed to the Department's Project Officer at the address specified in Item D of Schedule 1 or as otherwise notified by the Department or
- b. *if given by the Department to Consumer Protection* – given by the Department's Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention to *Consumer Protection's Project Officer*) as specified in Item E of Schedule 1 or as otherwise notified by Consumer Protection.

8.1.2. A notice is required to be:

- a. signed by the person giving the notice and delivered by hand;
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted by facsimile or email by the person giving the notice.

8.1.3. A notice is deemed to be delivered:

- a. *if delivered by hand* – upon delivery to the relevant address;
- b. *if sent by post* – 5 Business Days after the date of posting to the relevant address unless it has been received earlier;
- c. *if transmitted by facsimile* – when the person giving the notice receives a report of error free transmission to the correct facsimile number (unless the intended recipient subsequently advises that the facsimile was not properly received); or
- d. *if transmitted by email* – when the person giving the notice receives an apparently human generated confirmation of receipt from the intended recipient.

8.1.4. A notice received after 5.00 pm, or on a day that is not a Business Day, is deemed to be delivered on the next Business Day.

SCHEDULE 1. GENERAL REQUIREMENTS

A. Information

(see clause 3.1)

Consumer Protection will provide the Information specified in Schedule 2 in accordance with this MoU.

B. Commencement and Time-frame

(see clause 2.1.1)

Commencement Date: 1 July 2009

Completion date: 31 March 2012

C. Project Officers

The Department's Project Officer is the person for the time-being holding, occupying or performing the duties of Director, Compliance Team, [REDACTED] available on telephone number [REDACTED] or via the address and facsimile number set out in Item D.

Consumer Protection's Project Officer is [REDACTED] Director Industry and Consumer Services available on telephone number [REDACTED].

D. Department's Address for Notices

(see clause 8.1.1.a)

Physical address	John Gorton Building, Environment Entrance, King Edward Terrace, Parkes ACT 2600
Postal address	GPO Box 787 Canberra ACT 2600
Email	[REDACTED]@environment.gov.au
Facsimile	[REDACTED]

E. Consumer Protection's Address for Notices

(see clause 8.1.1.b)

Physical address	Forrest Centre, 219 St George's Terrace Perth WA 6000
Postal address	Locked bag 14 Cloisters Square Perth 6850
Email	[REDACTED]@commerce.wa.gov.au
Facsimile	[REDACTED]

SCHEDULE 2. INFORMATION

A. Scope of Information

- A.1.1. Consumer Protection will provide the following Information to the Department:
- a. information concerning complaints made by consumers to Consumer Protection against ceiling insulation installers who are registered on the Department's Installer Provider Register and
 - b. Complaint Detail Report and the Statistical Summary Report.
- A.1.2. Consumer Protection will check the Installer Provider Register at www.environment.gov.au/energyefficiency prior to compiling the Information to determine the relevant installers about whom they should provide the Information.

B. Reports

B.1. Complaint Detail Report

- B.1.1. The following information should be included in the Complaint Detail Report:
- c. Who the complaint is about (the installer on the Installer Provider Register and name of the individual installer),
 - d. If installation related, the date of installation and address where installation occurred,
 - e. Nature of complaint - describe complaint or reference further information provided by complainant, and
 - f. Date of complaint and action taken in relation to the complaint.
- B.1.2. The Complaint Detail Report is to be provided monthly by email to the Department's Project Officer.
- B.1.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

B.2. Statistical Summary Report

- B.2.1. The following information should be included in the Statistical Summary Report:
- a. number of complaints received in total
 - b. number of complaints that have been received against particular registered installers and
 - c. number of ongoing complaints being progressed/escalated/referred within Consumer Protection.
- B.2.2. The Complaint Detail Report is to be provided monthly by email to the Department's Project Officer.
- B.2.3. The Complaint Detail Report is to be provided in Microsoft Excel spreadsheet format.

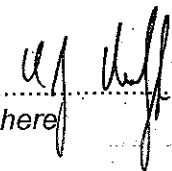
SCHEDULE 3. USE OF INFORMATION BY THE DEPARTMENT

A.1. General use of information

- A.1.1. The Information provided by Consumer Protection under the MOU will be used by the Home Energy Branch within the Department to carry out its functions to administer the Homeowner Insulation Program and the Low Emission Assistance Plan for Renters.
- A.1.2. The Department will manage all complaints through an online web form supported by DataTracker for records management.
- A.1.3. This activity will involve the information being used by the Department to:
- a. feed into the Department's audit program, identifying installers for targeted audit activity
 - b. provide a record of complaints for the Department in accordance with the Department's Fraud Control Plan and
 - c. assist in the ongoing management of the Installer Provider Register.
- A.1.4. The Information will not be the sole means on which the Department will base any decisions regarding the possible exclusion of an installer from the Installer Provider Register.

This MoU is made on the **30** day of **June 2009**.

SIGNED for and on behalf of the
Commonwealth of Australia as represented
by the Department of the Environment, Water,
Heritage and the Arts by:


sign here

U. J. Keefle
print name of authorised officer

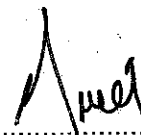
Assistant Secretary Home Energy Group
print title of authorised officer

in the presence of:

Kay Gordon
print name of witness

Kay Gordon
witness sign here

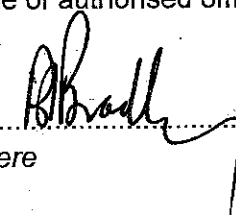
SIGNED for and on behalf of
The Consumer Protection Division of the
Department of Commerce by the
Commissioner for Consumer Protection and
the Director General of the Department of
Commerce by:


sign here Witnessed by Anton Gangemi
A. Gangemi 12/8/09

Anne Driscoll
print name of authorised officer

Commissioner for Consumer Protection
print title of authorised officer

and


sign here

Brian Bradley
print name of authorised officer

Director General
print title of authorised officer

in the presence of:

Leona John
print name of witness


witness sign here

**Senate Standing Committee on Environment, Communications and the Arts
References Committee**

Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 57

Topic: Minter Ellison recommendations

Hansard Page ECA:

Senator BARNETT asked:

With respect to the Minter Ellison report please advise the dept's response to each of their recommendations , the reasons why, and the dept's plan for implementation or otherwise.

Answer/s:

See answer to QON 21.

Senate Standing Committee on Environment, Communications and the Arts
References Committee

Answers to questions on notice

Inquiry into the Energy Efficiency Homes Package

February 2010

Question No: 60
Topic: Savings from insulation
Hansard Page ECA: In writing

Senator BARNETT asked:

Please provide evidence to support your claim that householders save up to \$200 per year if homes are insulated. What is the saving made per average home. What is the total saving made if the govt's target number of homes is achieved. What is the target number of homes under the revamped HIP and what is the revised cost to the govt of the revamped HIP?

Answer/s:

This figure was based on methodology that households could save up to 45 per cent on heating and cooling energy¹ and on Nationwide House Energy Rating Scheme modelling of the energy conservation effect of retrofitting ceiling insulation to a typical un-insulated Australian home.

Ceiling insulation is considered the most cost effective form of insulation. While future greenhouse gas and energy savings cannot be accurately estimated using currently available data, the Department expects individual householders receiving the assistance will see a range of results in actual energy and cost savings. This is due to factors such as the construction, design and orientation of the home, the climate zone where the home is located, the type of heating and cooling appliances used and the householder's individual preferences on the frequency and intensity of heating and cooling appliances.

More than 1.1 million homes had insulation installed under the Home Insulation Program.

¹ Reardon, Chris, Geoff Milne, Caitlin McGee and Paul Downtown, *Your Home , Design for Lifestyle and the Future*, 4th ed., Commonwealth of Australia, Department of the Environment, Water, Heritage and the Arts, Australia, 2008, p. 103.

**Senate Standing Committee on Environment, Communications and the Arts
References Committee**

Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 69
Topic: Non-Foil Installations
Hansard Page ECA: In writing

Senator Birmingham asked:

How many homes were fitted with insulation other than foil insulation under the Home Insulation Program? How many of these homes have been inspected to date? Who by? Will all remaining homes be inspected? Who by? When will the first of the remaining homes be inspected? When will the last of the remaining homes be inspected? What is the total estimated cost of all inspection and compliance activities related to foil insulation?

Answer/s:

1,048,168 homes were fitted with insulation other than foil insulation under the Home Insulation Program (the Program) as at 19 February 2010.

25,297 of these homes have been inspected as at 2 May 2010.

United Group Limited has been sub-contracted under the Department's audit and compliance contract with PricewaterhouseCoopers to undertake the interim inspections until the inspections under the Home Insulation Safety Program (HISP) are commenced.

Minister Combet announced on 10 March 2010 that the Government will inspect a minimum of 150,000 homes installed with non-foil insulation under the Program. On 1 April 2010 the Minister indicated that these inspections will be targeted at those homes that are most likely to have safety issues. In addition to these inspections, any household that has safety concerns with installations under the Program can request an inspection. The Government has also committed to inspecting as many homes as are necessary according to an ongoing risk assessment process.

The Government has indicated it intends to contract a national organisation that has experience in managing large-scale programs to oversight and manage the HISP. This organisation will source other companies experienced in the insulation/inspection industry to complete the work.

Arrangements and costings for the expanded roof inspection program are not yet finalised. The existing compliance and audit program is ongoing and will be rolled out in a timely manner. An end date for inspections has not been identified.

Senate Standing Committee on Environment, Communications and the Arts
References Committee

Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 79
Topic: Support for former installer businesses
Hansard Page ECA: In writing

Senator BIRMINGHAM asked:

What financial support exists for businesses involved in installing insulation? What assistance is there for these businesses to pay rent? What assistance is there for these businesses to pay for orders of stock made prior to the suspension of the program? What tax relief is available to these businesses? When, if at all, can the first insulation installation business expect to receive a payment? How many of these businesses existing prior to the suspension of the Home Insulation Program? How many does the Government estimate have or will exit the business before resumption of the program?

Answer/s:

The Government's \$41.2 million Insulation Worker Adjustment Package (the Package) includes a \$10 million Insulation Workers Adjustment Fund to help workers and firms. The Package includes assistance for small businesses under the Insulation Workers' Adjustment Fund to support operational diversification into the broader construction industry, and the purchase of business diagnostic services to reposition themselves and to identify new revenue opportunities. Support under this Package is available now.

On 1 April 2010 the Government announced it will also make available further deferral of GST payment obligations plus a \$15 million Insulation Industry Assistance Package to assist in meeting the cost of insulation stock-holdings for firms that participated in the Home Insulation Program and that have appropriate compliance records. The Program Guidelines for this will be released in the near future.

The Department is not in a position to estimate what proportion of installers who were listed on the Installer Provider Register will continue to operate in the ceiling insulation industry in the future.

**Senate Standing Committee on Environment, Communications and the Arts
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Answers to questions on notice

Inquiry into the Energy Efficiency Homes Package

February 2010

Question No: 94
Topic: Minter Ellison recommendations
Hansard Page ECA: In writing

Senator TROETH asked:

In the Risk Assessment undertaken by Minter Ellison on the insulation component of the Energy Efficient Homes Package back in April 2009, there were over 100 recommendations made – how many of these were actually completely implemented by the end of last week?¹

Answer/s:

See answer to QON 21.

¹ I counted over 100 (actual number 112) recommendations under the 'Recommended Management Plan' table in the 'Department of Environment, Water, Heritage and the Arts: Risk Assessment of the Insulation Components under the Energy Efficient Homes Package'.

Senate Standing Committee on Environment, Communications and the Arts
References Committee

Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 96
Topic: Risk assessment
Hansard Page ECA: In writing

Senator Troeth asked:

The Minter Ellison assessment recommends that the Department; *develop an implementation timetable ensuring legal risks are dealt with effectively and allocate sufficient resources able to scope needs and assess capacity as the procurement/ licensing processes are implemented* (page 3)

Did the Department undertake any form of risk assessment before the program was implemented?

Did the Department develop a compliance plan before the program was implemented?

Answer/s:

The Department engaged Minter Ellison to complete a risk assessment of the Program prior to implementation (please refer to Question 21). In addition, continuous internal reviews of legal risk occurred as part of the risk management arrangements under the program.

A comprehensive compliance and audit regime was developed and implemented. This compliance plan was developed prior to the implementation of the program.

**Senate Standing Committee on Environment, Communications and the Arts
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Answers to questions on notice

Inquiry into the Energy Efficiency Homes Package

February 2010

Question No: 97
Topic: Stakeholder Working Groups
Hansard Page ECA: In writing

Senator TROETH asked:

The Minister Ellison assessment noted that the Department was, as at April 2009, and I quote; *Industry Working Groups in place to develop detail of the agreed business model* (page 4). In the Weekend Australian newspaper (20-21/02/10) there is an article that reports that the Insulation Council of Australia and New Zealand lobbied for the inception of the insulation program, but also that it had only two member businesses. I am interested in the due diligence practices undertaken by the Department, and the prerequisites it required for participation and policy input by industry bodies.¹ I am also interested in knowing how the 'stakeholder working groups' that had been put in place, referred to on page 7 of the Minister Ellison report, had been selected.

Answer:

The Department identified from the beginning of the Home Insulation Program that the Australian insulation industry was represented by a range of industry associations and organisations. The Department ensured that each of these stakeholders was included within the consultative process during the development and implementation of the Home Insulation Program. Each association participated in industry roundtables, which were held on a regular basis throughout 2009. Consultations were held with a range of industry representatives in regards to various aspects of the Program during its design and implementation.

The following industry organisations and representatives participated in industry roundtables:

- Insulation Council of Australia and New Zealand (ICANZ);
- Australian Cellulose Insulation Manufacturers Association (ACIMA);
- Polyester Insulation Manufacturers Association of Australia (PIMAA);
- Australian Foil Insulation Manufacturers Association (AFIA);
- Master Builders Association (MBA);
- Housing Industry Association (HIA);
- representatives of small and medium insulation installer businesses;
- National Association of Electrical Contractors (NECA);
- Electrical Contractors Association (ECA); and
- Master Electricians Australia (MEA).

¹ 'Peak Body' that lobbied for scheme has just two members, by Hedley Thomas, The Weekend Australian (20.02.10): <http://www.theaustralian.com.au/news/nation/peak-body-that-lobbied-for-scheme-has-just-two-members/story-e6frg6nf-1225832373035>

A range of other organisations participated in consultations including: unions, training and skills organisations, regulatory and safety agencies from state and territory governments, Standards Australia and the Australian Building Codes Board and various Non-Government Organisations (NGOs), including but not limited to, the Brotherhood of St Lawrence, Public Interest Advocacy Centre, Tenants Union of Victoria.

**Senate Standing Committee on Environment, Communications and the Arts
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Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 99
Topic: Minister Ellison recommendations
Hansard Page ECA: In writing

Senator Troeth asked:

The Minister Ellison assessment makes a recommendation to; *ensure business model transfers fraud risk from Commonwealth to providers where possible and allows effective monitoring* (page 5) – What measures were put in place to ensure that consumer protection standards were maintained and monitored through this recommended transfer of risk?

Answer/s:

Fundamental program design included the maintenance of the relationship between the householder and the installer. Both had responsibilities so that consumer protection legislation applied as did the state and territory OH&S obligations on the installer as an employer.

Senate Standing Committee on Environment, Communications and the Arts
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Answers to questions on notice

Inquiry into the Energy Efficient Homes Package

February 2010

Question No: 102
Topic: Minter Ellison recommendations
Hansard Page ECA: In writing

Senator TROETH asked:

Minter Ellison notes on recommendation 11 (page 12) that the existing regulatory framework may not be adequate, but notes that consulting with the ACCC was underway – what was the outcome of the consultations that had been underway with the ACCC?

Answer/s:

Consultations were undertaken with the ACCC and the State Fair Trading bodies on the compliance arrangements for the program and the assistance those bodies could provide in relation to the Program. Those consultations focussed on the existing regulatory frameworks and how the program would operate within those frameworks. They also covered the statutory roles of the ACCC and State Fair Trading bodies and the arrangements for those agencies to provide assistance regarding the program, particularly with the sharing of complaint information.

**Senate Standing Committee on Environment, Communications and the Arts
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Answers to questions on notice

Inquiry into the Energy Efficiency Homes Package

February 2010

Question No: 107
Topic: MOU with states/territories
Hansard Page ECA: In writing

Senator BARNETT asked:

Please provide a copy of the MOU with the states and territories and if this is not available please provide a copy of any correspondence between the relative jurisdictions regarding the same.

Answer/s:

See answer to QON 40.