

# **Memorandum of Understanding**

**between**

**the**

**Office of Fair and Safe Work Queensland, Department of  
Justice and Attorney-General**

**and**

**the**

**Clean Energy Council**

This **memorandum of understanding** is made:

**BETWEEN** the **Office of Fair and Safe Work Queensland** of the Department of Justice and Attorney General  
50 Ann Street, Brisbane, Queensland  
ABN 13 846 673 994

**AND** the **Clean Energy Council**  
Level 15, 222 Exhibition Street, Melbourne, Victoria  
ABN 84 127 102 443

## 1. Interpretation

**Chief Executive** means the Deputy Director-General, Department of Justice and Attorney-General, Queensland

**MOU** means this Memorandum of Understanding.

A **small generation unit** is a device whose energy source is solar (photovoltaic) if it has a kW rating of no more than 100 kW and it generates no more than 250 MWh of electricity each year.

A **clean energy organisation**, under 3L (3) of the *Renewable Energy (Electricity) Regulations 2001 (Cth)*, means an organisation that:

- operates a scheme that accredits, or provides membership to, persons who install small generation units or supply small generation units;
- has a code of conduct that is binding on persons who are accredited by, or members of, the organisation;
- monitors compliance with the code of conduct and is able to take action against a person who is accredited by, or a member of, the organisation for a breach of the code (such as by suspending the person's accreditation or membership).

## 2. Purpose

- 2.1 The purpose of this MOU is to facilitate the exchange of information relating to the installation of solar photovoltaic (PV) systems between the **Clean Energy Council** and the **Office of Fair and Safe Work Queensland**.
- 2.2 The **Office of Fair and Safe Work Queensland** requires a list of Queensland accredited solar PV installers to identify installers who may be audited as part of the annual proactive audit campaign of solar PV installers to ensure the safe operation of solar PV installations in Queensland.
- 2.3 The **Clean Energy Council** requires information on solar PV installers who are undertaking unsatisfactory installation work or who have had their Queensland electrical licence cancelled or suspended to ensure accredited solar PV installers operating in Queensland are meeting the standards required for accreditation by the **Clean Energy Council**.
- 2.4 It is agreed that the exchange of information between the **Clean Energy Council** and the **Office of Fair and Safe Work Queensland** is in the best interests of Queenslanders to ensure the safe and effective operation of solar PV systems in Queensland and is necessary to lessen or prevent a serious threat to the life, health, safety or welfare of an individual, or to public health, safety, or welfare.

### **3. Background**

#### **3.1 The Clean Energy Council**

The **Clean Energy Council** is a **clean energy organisation** responsible for the administration of and compliance with an accreditation scheme for installers of small generation units (solar PV systems). Solar PV accreditation is a qualification that demonstrates competence in design and/or installation of solar power systems. To be eligible for government incentives, the installer must be accredited by the **Clean Energy Council**.

#### **3.2 The Office of Fair and Safe Work Queensland, Department of Justice and Attorney-General**

The **Office of Fair and Safe Work Queensland (OFSWQ)** provides services to support a fair and equitable industrial relations system, safe work environments and improved personal and public electrical safety.

As Queensland's electrical safety regulator, the **OFSWQ** undertakes a range of activities in workplaces and homes to support electrical safety, with the key outcome being to reduce electricity-related deaths and injuries in Queensland. These include the management of the registration, licensing and approval regimes established under the *Electrical Safety Act 2002 (Qld)* and undertaking statewide compliance and enforcement activities through a statewide inspectorate.

### **4 Term of Agreement**

This MOU will commence on, and be effective from, the date of execution by both parties and will continue in force until either party seeks to cancel it.

### **5 Status**

- 5.1 This MOU is a voluntary statement of the intent of the parties at the date of this MOU. This MOU is not intended to create, and does not create, any legally binding obligations between the parties, nor is this MOU enforceable in any court or tribunal.
- 5.2 Any ambiguity or uncertainty arising out of a reading of this MOU is to be resolved in a way consistent with applicable legislation.

### **6 Variation or Termination of Agreement**

- 6.1 This MOU can only be varied by a written agreement signed by both parties.
- 6.2 The parties to this MOU may vary or terminate the MOU in whole or in part at any time by written notice of not less than seven days.

### **7 Dispute Resolution**

- 7.1 The parties agree to use their best endeavours to resolve, by negotiation, any problem that arises between them.
- 7.2 If a dispute arises out of, or in relation to this MOU, the parties will endeavour, in good faith, to settle all matters notified in writing as being in dispute.
- 7.3 If a dispute arises, including a breach or an alleged breach which is not resolved through negotiation by both parties or is sufficiently serious that it cannot be resolved

through negotiation by both parties within 14 working days (or such other time frame agreed between the parties) of notification, the parties may agree to mediation.

## **8 Information Sharing and Disclosure of Information**

- 8.1 The parties to this MOU are authorised, to the extent that the information is necessary to assist in the exercise of functions under the *Electrical Safety Act (2002) (Qld)* and the *Renewable Energy (Electricity) Act 2000 and Regulations 2001 (Cth)* to:
- Request and receive information held by the other party to this MOU as specified in this MOU
  - Disclose information to the other party to this MOU as specified in this MOU.
- 8.2 No fees or costs are payable to either party in respect of the disclosure of information under this MOU
- 8.3 The parties acknowledge that the sharing of information on solar PV installers will contribute to the ongoing safety of Queenslanders through the effective management of the solar PV installer accreditation scheme and ensuring the electrical safety of solar PV installations.
- 8.4 The parties to this MOU acknowledge the confidentiality/privacy requirements of the legislation applicable to each.
- 8.5 When sharing information, the parties acknowledge that there are confidentiality, privacy, disclosure and use requirements in law that are applicable to the parties. The party providing the information has the right to specify the level of confidentiality attached to the information being provided in order to protect that information from unauthorised use or disclosure. The party receiving the information will take all reasonable steps to ensure the information is used or disclosed only for the purpose for which it was obtained.

## **9. SECURITY OF INFORMATION**

- 9.1 Information that is shared between the parties under this MOU must be treated as confidential and be protected against loss, modification, unauthorised access or use, disclosure or other misuse, including unauthorised reproduction by any means, and destroyed in accordance with any public records legislation that may apply when no longer required.

## **10. Responsibilities**

### **10.1 Queensland Accredited Solar PV Installers**

10.1.1 The **Clean Energy Council** agrees to provide to the **Office of Fair and Safe Work Queensland**:

- a copy of its most recent list of Queensland accredited installers of solar PV systems at the commencement of this MOU and then annually in July for the duration of the MOU.
- in a spreadsheet, the following information on accredited installers:
  - first name and surname of installer
  - company name
  - accreditation type
  - suburb
  - contact details (phone number)
  - electrical licence number
  - business mailing address

- expiry date.

10.1.2 The **Office of Fair and Safe Work Queensland** agrees to use the list of accredited installers provided by the **Clean Energy Council** to identify installers to be audited as part of a proactive random audit campaign to ensure the integrity of solar PV systems installed in Queensland, and for investigation purposes.

## 10.2 Unsatisfactory Solar PV Installation Work

10.2.1 The **Office of Fair and Safe Work Queensland** agrees to provide to the **Clean Energy Council**:

- information on accredited installers of solar PV systems when electrical safety inspectors find significant defects with the installation of a solar PV system not including defects identified by any federal inspection programs.
- information on installers of solar PV systems at least quarterly.
- the following information on installers of solar PV systems:
  - name of installer
  - installer's electrical licence number
  - installer's Clean Energy Council accreditation number
  - name of company the installer is working for
  - photographs of the installation defect(s) identified
  - a description of the installation defects identified or other evidence of the defects with the installation of the solar PV system.

10.2.2 The **Clean Energy Council** agrees to use the information provided by the **Office of Fair and Safe Work Queensland** on defects with solar PV system installations to inform its management of the accreditation scheme for solar PV installers.

## 10.3 Cancellation or Suspension of Electrical Licences

10.3.1 The **Office of Fair and Safe Work Queensland** agrees to advise the **Clean Energy Council** of the name and electrical licence number of Queensland electrical workers and contractors whose electrical licence is cancelled or suspended.

10.3.2 The **Clean Energy Council** agrees to use the information provided by the **Office of Fair and Safe Work Queensland** on cancelled and suspended electrical licences to inform its management of the accreditation scheme for solar PV installers.

## 11 Publication

The **Office of Fair and Safe Work Queensland** will publish this MOU on its internet website.

## 12 Designated Contacts

The designated contacts between the parties for the purpose of consultation and liaison under this MOU are:

### The Clean Energy Council

Kate Allsopp  
Accreditation Manager  
The Clean Energy Council  
Level 15, 222 Exhibition Street

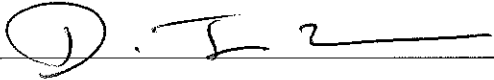
Melbourne VIC 3000  
Ph: 03 9929 4134  
Email: [kallsopp@cleanenergycouncil.org.au](mailto:kallsopp@cleanenergycouncil.org.au)

**The Office of Fair and Safe Work Queensland**


David Ferguson  
Manager, Operations and Compliance Services  
Office of Fair and Safe Work Queensland  
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**EXECUTED AS AN AGREEMENT**

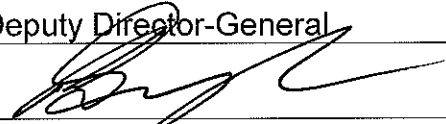
Signed for and on behalf of the **Clean Energy Council** by:

Name DAVID I. GREEN  
Position Chief Executive  
Signature   
Date 08.01.14

In the presence of:

Name KATE ALLSUPP  
Signature 

Signed for and on behalf of the **Office of Fair and Safe Work Queensland of the Department of Justice and Attorney General** by:

Name Paul Goldsbrough  
Position A/Deputy Director-General  
Signature   
Date 18/12/2013

In the presence of:

Name Natasha Carstens  
Signature 