

Solar Homes Program Information Sharing Agreement

between

**The State of Victoria through the Department of Energy,
Environment and Climate Action**

and

Energy Safe Victoria

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Date

2024

**The State of Victoria through the Department of Energy,
Environment and Climate Action**

(Department)

and

Energy Safe Victoria

(ESV)

Background

The Parties intend to share Data to support the Solar Homes Program.

The Parties have agreed to submit Data to each other's Representatives for those Purposes under the terms of this Agreement.

- A. ESV is a statutory body established by the *Energy Safe Victoria Act 2005*. ESV has broad objectives and powers in relation to safety of electricity, gas and pipeline industries in Victoria. Specifically, and for this agreement, ESV's interests are in monitoring and enforcing compliance with the *Electrical Safety Act 1998 (Act)* to promote safety, prevent electrical incidents and mitigate quality and safety risks arising from solar, battery, hot water and split air- conditioner installations involved in the Solar Homes Programs, including the Solar for Apartment program and the Home Heating and Cooling Upgrades Programs.
- B. The Parties are guided by the Act and its regulations. ESV administers this legislation and has statutory responsibilities for regulation and enforcement, and the Department will endeavour to assist ESV to achieve this role by providing key information relating to the Solar Homes Programs.
- C. The Parties intend to share Data to support the Solar Homes Program and ESV's regulatory and enforcement activities.
- D. The Parties have agreed to submit Data to each other's Representatives for those Purposes under this Agreement.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Data means information specified in Schedule 3.

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a Minister of the Crown or the Commonwealth of Australia and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Law means:

- (a) principles of law or equity established by decisions of courts within the Commonwealth of Australia;
- (b) statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State of Victoria, any local government or a Government Agency;
- (c) the Constitution of the Commonwealth;
- (d) binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State of Victoria or a Government Agency which have the force of law; and
- (e) guidelines of the Commonwealth, the State of Victoria or a Government Agency which have the force of law.

Notice means a written notice, consent, approval or other communication in the English language, given under this Agreement.

Party means a party to this Agreement.

Purposes means the purposes described in Schedule 4.

Representative means a person specified as having that role in Schedule 1.

Solar Homes Program means the programs described in Solar Victoria's *Solar Homes Program Notice To Market* available at solar.vic.gov.au, as well as the Solar for Apartments Program and the Home Heating and Cooling Upgrades Program.

Solar Victoria means the portfolio entity within the Department of Energy, Environment, and Climate Action responsible for the delivery of the Solar Homes Program.

State means the Crown in the right of the State of Victoria.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) words importing a gender include any other gender;
- (b) words importing persons includes a partnership and a body whether corporate or otherwise;
- (c) words in the singular include the plural and vice versa;
- (d) headings do not affect the interpretation of this Agreement;
- (e) all references to dollars are to Australian dollars;

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- (f) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
 - (g) 'includes' means includes without limitation;
 - (h) a reference to:
 - (i) a document includes all amendments or supplements to, or replacements or novations of, that document;
 - (ii) a clause, paragraph, schedule, annexure or attachment is to a clause or paragraph of, or schedule, annexure or attachment to, this Agreement;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation is modified or replaced; and
 - (i) where a conflict or inconsistency arises between the terms and conditions contained in the clauses of this Agreement and any part of a schedule, annexure or attachment, the terms and conditions of the clauses prevail to the extent of the conflict or inconsistency.

2. Commencement and term

This Agreement commences on the date that the second Party to sign it does so, and continues for 3 years or until terminated in accordance with clause 2121.2.

3. Agreement objectives

3.1 Information sharing objectives

- (a) The purpose of this Agreement is to set out the overarching arrangements for information sharing between the Parties in respect of the Solar Homes Program and to specify each Party's roles and responsibilities.
- (b) This Agreement:
 - (i) sets out the principles which underpin the sharing of Data;
 - (ii) defines the purposes for which Data is shared;
 - (iii) describes the roles and structures which will support the sharing of the Data;
 - (iv) identifies and describes the procedures which will ensure that the Data is used and disclosed in accordance with statutory responsibilities;
 - (v) sets out the responsibilities to maintain the privacy and security of the Data;
 - (vi) sets out the responsibilities of Parties to implement internal arrangements and obtain all authorisations, delegations, agreements or other approvals necessary to meet the requirements of this Agreement; and

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- (vii) describes how this Agreement and the matters it provides for will be implemented, monitored and reviewed.

3.2 Collaboration objectives

- (a) Guidance and stakeholder education
 - (i) The Parties may, as appropriate, collaborate with industry and undertake community education and awareness programs, relating to the safe works of solar panel installations, batteries, hot water systems and split system air- conditioners involved in the Solar Homes Programs.
 - (ii) The Parties may consult and co-operate, as may be appropriate, on the production of guidance material and other safety promotion and stakeholder education activities which are intended to promote worker and consumer safety. These could include:
 - A. Guidance notes, educational or similar materials.
 - B. Safety promotions and campaigns, including in liaison with industry, government or other stakeholder associations, as may be appropriate.
 - C. Education forums, including in liaison with industry, government or other stakeholder associations, as may be appropriate.
- (b) Training and development

The Parties will advise each other of any relevant training courses or other development activities that a party may plan to conduct, and make provision for employees of the other party to participate where appropriate.

4. Principles

Each Party will exercise its rights and perform its obligations under this Agreement in a way that is:

- (a) responsible;
- (b) collaborative;
- (c) constructive; and
- (d) transparent.

5. Status of this Agreement

- (a) This Agreement is not intended to create legal relations or constitute a legally binding contractual agreement between the Parties. Notwithstanding this clause, the Parties will comply with all of the terms of this Agreement to the extent permitted by Law.
- (b) This Agreement replaces the information sharing agreement entered into by ESV and Solar Victoria on or about 7 January 2022.

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- (c) This Agreement applies to the use and disclosure of any Data previously shared under the information sharing agreement entered into by ESV and Solar Victoria on or about 7 January 2022.

6. Internal Approvals

By signing this Agreement, each Party confirms that it has obtained all necessary internal approvals to participate in this Agreement and carry out its role and responsibilities, including meeting agreed timeframes.

7. Submitting Data

7.1 Form, manner and time

- (a) Each Party will submit Data to the other's Representative:
- (i) by pre-paid post, pre-paid courier or by electronic mail, as set out in Schedule 1; or
 - (ii) in person at a meeting convened in connection with this Agreement.
- (b) A Party may submit Data:
- (i) on its own initiative;
 - (ii) in response to a request from the other Party's Representative;
 - (iii) according to a timeline and method agreed in writing by their Representatives.
- (c) A Party may request Data at any time, including the form, manner and time for it to be submitted.

7.2 Independent advice and accreditation

The Parties will obtain independent advice or accreditation on an ongoing basis as required to identify and meet applicable regulatory and best practice standards, and to ensure that the activities carried out under this Agreement meet those standards.

8. Purposes for which Data is shared

- (a) Each Party agrees that it will use the Data it receives under this Agreement for the Purposes set out in Schedule 4.
- (b) The Parties agree that they will not attempt to use de-identified Data they receive under this Agreement to identify individuals or otherwise re-identify the Data.

9. Authority to share Data

- (a) By entering into this Agreement, each Party represents that it will only submit Data which it is satisfied it has the necessary authority to submit.
- (b) The Parties agree and acknowledge that the authority on which a Party relies to submit Data may affect the purposes for which that Data can be used.

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- (c) If a Party intends to submit Data which is subject to conditions on its use or disclosure, that Party is responsible for making those conditions known to the other Party's Representative before it submits the Data.
 - (d) If a Party considers that it does not have authority to submit Data, the Parties will endeavour to resolve the issue, which may include agreeing to submit Data in summary, extract or redacted form with a view to meeting the Purposes.

10. Unauthorised Use and Disclosure of Data

Each Party will notify the other of any actual or suspected breach of or non-compliance with this Agreement in relation to Data (including attempts to re-identify Data, or the accessing, storage, transfer, use or disclosure of Data contrary to this Agreement or to Law) for the purpose of taking such actions as necessary or appropriate in the circumstances.

11. De-provisioning of Data

- (a) A Party may request that Data it has submitted not be used or disclosed, be returned to them, or deleted and that deletion be verified to the Party's satisfaction.
- (b) Where practicable, a Party will raise any request it proposes to make under this clause with the other Party's Representative before formally making the request.
- (c) Subject to clause 11(a) and clause 11(b), the Parties agree that the routine de-provisioning processes specified in 1 of Schedule 2 will apply.

12. Data security obligations

Each Party is responsible for the security of all copies of the Data which it handles, and will comply with:

- (a) the information security requirements set out in 2 of Schedule 2; and
- (b) all relevant Laws and policies in connection with the use, disclosure, management, control and storage of the Data.

13. Privacy and Data Protection

13.1 Privacy and other information obligations

- (a) Each Party will cooperate to ensure it does not cause the other party to breach any privacy, data security, and secrecy obligations that the other party has at Law.
- (b) Each Party acknowledges that it is bound by the provisions of the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic), and the *Privacy Act 1988* (Cth), and agrees to assist each other to demonstrate their respective compliance with the Victorian Protective Data Security Standards issued under Part 4 of the *Privacy and Data Protection Act 2014* (Vic) in relation to the activities contemplated by this Agreement.

13.2 Privacy complaints

- (a) Each Party's Representative will manage inquiries and complaints to that Party about information privacy, including requests for access to information by an individual.
- (b) If a complaint about information privacy is made to a Party the complaint will be handled in accordance with the information privacy complaints handling policy of that Party.

14. Data Quality

- (a) The Parties will make reasonable efforts to ensure the Data they submit is accurate and fit to be used for the Purposes.
- (b) The Parties will make reasonable efforts to inform the Representatives about any matters relevant to the quality of the Data or its use and interpretation.
- (c) The Parties will use reasonable efforts to remedy issues in quality reported and re-submit the Data within the timeframe agreed.

15. Continuous Improvement

The Parties agree to the process specified in 3 of Schedule 2 in relation to continuous improvement.

16. Communications and administration

- (a) The Parties will endeavour to meet formally on a monthly basis or as required to share information and discuss issues in the solar industry that are of interest to both parties. The agenda of formal meetings will include, but not limited to:
 - (i) strategic and policy issues relevant to safety in the solar and electrical industry.
 - (ii) electrical incidents where ESV is permitted to provide this information and emerging incident trends; and
 - (iii) operational planning (upcoming audits, inspections and training).
- (b) The meetings will be attended by, as a minimum, the Representative. The meetings will be chaired alternately by ESV and the Department. However, the exchange of information will not be limited to these meetings.
- (c) The Parties will consult in the preparation of any guidance material that is developed to assist stakeholders involved in the Solar Homes Programs, or to ensure the effective operation of this Agreement.

17. Review of this Agreement

- (a) The Parties will review this Agreement as needed, including on becoming aware of any:
 - (i) actual or suspected unauthorised use or disclosure of Data;

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- (ii) operational or policy changes, including to the Solar Homes Program;
 - (iii) machinery of government changes;
 - (iv) changes in Law;
 - (v) inquiries, recommendations, findings, orders or reports by any regulatory, oversight, or investigatory body;

that are relevant to this Agreement.

- (b) The Parties will review this Agreement no less frequently than once every 3 years from the commencement of this Agreement.
- (c) The Parties will carry out or obtain a privacy impact or human rights impact assessment in relation to this Agreement or any proposed changes to it as and when needed.

18. Resourcing and staff awareness

Each Party will designate the required numbers of its staff with compliance and enforcement accountabilities to perform its roles and responsibilities under this Agreement for the Purposes set out in Schedule 4.

- (a) Each Party will ensure that its staff are aware of and comply with:
 - (i) this Agreement; and
 - (ii) relevant responsibilities under any code of conduct which applies to them as an employee of that Party or their contract of employment (as applicable), including, without limitation, their responsibilities with respect to confidential information and the management of information.

19. Communications about this Agreement

- (a) A Notice may be sent by pre-paid post, pre-paid courier or by electronic mail to each Party's Representative, as set out in Schedule 1 Schedule 1.
- (b) A Party may nominate a replacement Representative by Notice to the other Party.

20. Issue Resolution

- (a) Any issue, disagreement, difference or dispute regarding this Agreement in the first instance will be addressed by good faith discussions at an operational level between the Parties' Representatives.
- (b) If the Representatives are unable to resolve the dispute within a reasonable time, the dispute will be referred for resolution to the persons occupying the relevant Director position of each Party.
- (c) If any data breaches are identified, the responsible party will promptly notify the other party and bear the responsibility of notifying the Office of the Victorian Information Commissioner and the affected individuals (if appropriate) of the information security incident, including actions that are being taken to rectify the issue.

21. General

21.1 Statutory obligations

Each Party acknowledges that it must fully comply with its obligations under relevant Laws relating to the collection, use and disclosure of information and that nothing in this Agreement requires any Party to act in a manner that is inconsistent with those obligations.

21.2 Termination of Agreement

- (a) A Party may withdraw from this Agreement at any time by Notice to the other Party.
- (b) Except to the extent specified in a Notice under this clause, or where it would be unlawful, a Party remains bound by this Agreement in respect of any of its Data which it submitted.

21.3 Variation

This Agreement may be amended or replaced only in writing executed by each Party.

21.4 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

21.5 Time to Act

If the time for a Party to do something is not specified in this Agreement, the Party will do what is required within a reasonable time.

Signing page

Executed as an agreement

SIGNED by STAN KR PAN, CEO)
SOLAR VICTORIA for and on)
behalf of **THE DEPARTMENT OF**)
ENERGY, ENVIRONMENT &)
CLIMATE ACTION, in the presence)
of:)



.....
Signature of witness



.....
Name of witness

SIGNED by LEANNE HUGHSON,)
CHIEF EXECUTIVE OFFICER for)
and on behalf of ENERGY SAFE)
VICTORA in the presence of:)



Signature of witness



.....
Name of witness



Executive Assistant, Office of the
CEO

.....
[position/title]



Executive Assistant, Office of the
CEO

.....
[position/title]

27 February 2024

Schedule 1 Representatives

Party	Representative	Position	Contact Details
DEECA	[REDACTED]	<i>Manager, Compliance</i>	[REDACTED]@delwp.vic.gov.au
	[REDACTED]	<i>A/ Director, Risk Assurance & Standards</i>	[REDACTED]@delwp.vic.gov.au
ESV	[REDACTED]	<i>Head of Electrical Installation Safety</i>	[REDACTED]@energysafe.vic.gov.au
	[REDACTED]	<i>Senior Compliance Officer Renewable Energy</i>	[REDACTED]@energysafe.vic.gov.au

Schedule 2 Agreement details

Item	Subject	Description
Item 1.	De-provisioning Clause 11	As the Parties may agree in writing from time to time
Item 2.	Information security requirements Clause 12	Electronic transfers of Data between the Parties must be encrypted and access protected by passwords that enable individual user authentication
Item 3.	Continuous Improvement Clause 15	As the Parties may agree in writing from time to time.

Schedule 3 Data

Data from DEECA

- Audit reports and correspondence dealing with alleged non-compliant installation work.
- Solar Homes customer's names, addresses and contact details and relevant information and intelligence pertaining to the installation where there is:
 - Emerging issues relevant to installers or the solar & electrical industry; or
 - Systemic compliances issues identified in the installation processes.
- Contact details of retailers or installers as it relates to, and relevant information and intelligence pertaining to:
 - Emerging issues relevant to installers or the solar and electrical industry; or
 - Systemic compliances identified in the installation process.
- Details of installers and/or retailers removed or suspended from the Program or otherwise sanctioned under Solar Victoria's Retailer Terms and Conditions and/or Installer Terms and Conditions including relevant correspondence.
- Referrals of installers and/or licensed electrical inspectors involved with non-compliant work.
- Details of a fire event and/or fire alarm linked to a solar installation, including the details of the installers, retailers and/or inspectors involved with the installation.
- Details of licensed electrical inspectors, who have been identified as being part of, or associated with, the Solar Homes Program, including those inspectors who have carried out or are associated with any unsafe audit finding and/or audit which require rectification.

Data from ESV

- Updates on investigations from Solar Victoria's referrals (status and outcomes).
- Details of other relevant investigations – for example, arising from a complaint or report (status and outcomes).
- Details of findings from visits undertaken as a part of ESV's inspections and Program audits.
- Details of complaints made in relation to retailers/installers participating in the Program and details of compliance/enforcement action taken.
- Details of any reported incidents involving retailers/installers and related correspondence.
- Details regarding proposed removal/cancellations of installers' licences/accreditations.
- Details of any charges laid involving retailers/installers.
- Details of intelligence relevant to retailers/installers participating in the Solar Victoria's Programs.
- Details of a fire event and/or fire alarm linked to a solar installation.

Schedule 4 Purposes

Carrying out all activities necessary to effectively administer the Solar Homes Program including:

In relation to Data provided to Department of Energy, Environment and Climate Action

- To ensure installers and retailers with unsafe work practices can be appropriately managed, and in appropriate cases, removed from the Programs by Solar Victoria.
- To enable Solar Victoria to ensure that installers and retailers continue to meet the eligibility criteria set out in the Installer Terms and Conditions and the Retailer Terms and Conditions respectively, as well as the Notice to Market.

In relation to Data provided to ESV

- To provide compliance insights to support Energy Safe Victoria's licensing of installers of electrical products and licensing of inspectors of those installations, to ensure only persons who are experienced, competent and proficient are licensed to carry out inspection work.
- To inform ESV's appropriate compliance and enforcement action to be taken against specific installers/inspectors.