



**Australian Government**  
Department of Human Services



**Australian  
Competition &  
Consumer  
Commission**



**AUSTRALIAN  
ENERGY  
REGULATOR**

# HEAD AGREEMENT

**THIS AGREEMENT** is made on 2013

**BETWEEN:**

**THE COMMONWEALTH DEPARTMENT OF HUMAN  
SERVICES (HUMAN SERVICES)**

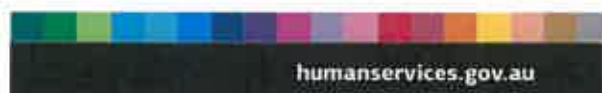
**and**

**THE AUSTRALIAN COMPETITION AND CONSUMER  
COMMISSION (ACCC)**

**and**

**THE AUSTRALIAN ENERGY REGULATOR (AER)**

**COMMERCIAL-IN-CONFIDENCE**



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# **PART A - BACKGROUND, PRINCIPLES AND FRAMEWORK**

## **1. Background**

- 1.1 This Head Agreement provides the framework for the parties to enter into arrangements for cooperation between the Department of Human Services ("**Human Services**"), the Australian Competition and Consumer Commission ("**ACCC**") and the Australian Energy Regulator ("**AER**").
- 1.2 To facilitate the efficient and effective cooperation between the parties, the parties wish to enter into a framework established by this Head Agreement to set out the essential roles and responsibilities of each party.
- 1.3 The parties may enter into multiple arrangements under this Head Agreement by completing and signing a Cooperation Schedule.

## **2. Relationship principles**

- 2.1 Without limiting each party's legal obligations, each party will in the performance of this Head Agreement and each Cooperation Schedule:
  - (a) act cooperatively and in good faith and so as to facilitate the effective and efficient conduct of the program or project
  - (b) be open, honest, and responsive to each other, respecting each other's functions and roles, and providing each other with positive assistance whenever possible
  - (c) jointly in so far as their roles are relevant to the achievement of the program or project objectives, seek to achieve those objectives
  - (d) ensure that its own personnel have the training and skills to effectively participate in activities undertaken, and
  - (e) ensure early engagement with the other party to keep that party informed of any circumstances that might affect this co-operative framework or a party's activities, in order to facilitate higher quality outcomes for both parties.

## **3. Agreement framework**

- 3.1 This Head Agreement provides the governance framework for the relationship between the parties and the framework and principles for the parties to enter into, perform and manage the Cooperation Schedules.
- 3.2 The terms applicable to the Cooperation Schedules are:
  - (a) the overarching terms of this Head Agreement, and
  - (b) the Cooperation Schedule as completed and signed by the parties.

#### **4. Legal enforceability**

- 4.1 Both parties intend to act in accordance with this Head Agreement and all Cooperation Schedules. However, these arrangements do not create legally enforceable obligations.

#### **5. Inconsistency between documents**

- 5.1 In the event of any inconsistency between this Head Agreement and the documents under this Head Agreement, the following descending order of precedence will apply:
- (a) this Head Agreement, then
  - (b) the Cooperation Schedule, and then
  - (c) any attachments to, or documents or plans referenced in, the Cooperation Schedule.

#### **6. Replacement of prior arrangements**

- 6.1 This Head Agreement and the Cooperation Schedules are intended to supersede any prior communications, arrangements or understandings between Human Services, the ACCC and the AER on the subject matter of this Head Agreement and the Cooperation Schedules.

## **PART B - TERM, REVIEW, CHANGE MANAGEMENT AND COMMUNICATIONS**

### **7. Term**

- 7.1 This Head Agreement takes effect on and from the date the last party signs and continues until terminated in accordance with clause 8.

### **8. Termination**

- 8.1 Any party can terminate this Head Agreement by giving 1 month written notice to the other (or a different notice period agreed by the parties). Termination of this Head Agreement will also terminate all Cooperation Schedules.

### **9. Termination costs**

- 9.1 Where this Head Agreement or a Cooperation Schedule is terminated, the parties are to take all reasonable steps to mitigate the impact of the cessation of those activities.

### **10. Annual review**

- 10.1 The parties may conduct a joint review of this Head Agreement within 12 months after the commencement of the Head Agreement and as agreed thereafter during its term.
- 10.2 The purpose of a review under this clause 10 is to ensure that this Head Agreement and any Cooperation Schedules remain complete and up-to-date and reflect any changes to business operations or governance informally agreed by the parties.
- 10.3 If a review concludes that amendments to this Head Agreement or Cooperation Schedules are necessary or desirable, the parties will promptly meet to discuss whether those amendments should be implemented. Any amendment must be made in accordance with clause 11 (Change Management).

### **11. Change Management**

- 11.1 A party proposing an amendment to this Head Agreement or a Cooperation Schedule must complete a Change Request using the form at Attachment 2 and submit that request to the other party. A party receiving a Change Request must respond to or provide comments on the Change Request within 15 Business Days, and reach agreement on associated timeframes.
- 11.2 If either party considers that the amendments contemplated by a Change Request may raise implementation, information handling, financial, governance or other risks, the parties will co-operate with each other to develop risk assessments, impact assessments and associated costings before proceeding with the amendments.
- 11.3 Within 30 days of an amendment to this Head Agreement or a Cooperation Schedule taking effect, Human Services will prepare a consolidation of this Head Agreement and/or Cooperation Schedule (as relevant) incorporating the amendment and provide a copy of the consolidation to the Partner Agencies.

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## **12. Communications**

12.1 Each party appoints the:

- (a) Contact Officer, and
- (b) Senior Representative

as specified for that party in **Attachment 1** or as otherwise notified in writing by a party to the other party from time to time.

12.2 All communications contemplated by this Head Agreement or a Cooperation Schedule must be in writing (including email) and must be sent to, or copied to, the Contact Officer for the receiving party, as appropriate.

## **PART C - DEVELOPING AND ENTERING INTO COOPERATION SCHEDULES**

### **13. Proposing a Cooperation Schedule**

- 13.1 Any party may propose that the parties enter into a Cooperation Schedule.
- 13.2 A party should in proposing a Cooperation Schedule outline all matters relevant to that arrangement, including specifying any information exchanges and/or other activities to be carried out, and providing such information for the completion of that schedule.
- 13.3 Any request for new cooperation, will be required to be submitted to the party that will provide the assistance for assessment through internal processes, including executive assessment and sign-off, prior to negotiating a Cooperation Schedule.

### **14. Documenting and entering into a Cooperation Schedule**

- 14.1 As described in clause 3, the terms applicable to a cooperative arrangement are:
  - (a) the overarching terms of this Head Agreement, and
  - (b) the Cooperation Schedule for the arrangement.
- 14.2 The parties will cooperatively complete and enter into a Cooperation Schedule for the proposed arrangement.
- 14.3 In completing a Cooperation Schedule, the parties will modify the applicable template as required.
- 14.4 A Cooperation Schedule does not take effect until both parties agree to the Cooperation Schedule in writing.



## PART D - GOVERNANCE AND DISPUTE RESOLUTION

### 15. Governance framework

- 15.1 The parties agree that the following governance framework applies to manage the relationship between the parties, the administration of this Head Agreement and Cooperation Schedules and the resolution of disputes.

GOVERNANCE LAYER	HUMAN SERVICES REPRESENTATIVE(S)	CUSTOMER AGENCY REPRESENTATIVE(S)	ROLE OF GOVERNANCE LAYER	CLAUSE REFERENCE
Senior Representatives	As specified in Attachment 1*, SES band 2 or 3 level	As specified in Attachment 1*, SES band 2 or 3 level	Amend Head Agreement or Service Arrangement. Assist in issue resolution process	Clause 11 Clause 17
Head Agreement Contact Officer	As specified in Attachment 1*	As specified in Attachment 1*	Receives all communications required or contemplated by Head Agreement and Cooperation Schedule	
Cooperation Schedule Contact Officer	As specified in Attachment 1 of Cooperation Schedule*	As specified in Attachment 1 of Cooperation Schedule*	Receives all communications required or contemplated by Cooperation Schedule	As specified in Cooperation Schedule

\* Or as otherwise notified in writing by the party to the other party from time to time.

### 16. Governance reviews

- 16.1 As necessary, the Senior Representatives will meet to facilitate senior level discussion, assessment, review and if necessary problem resolution on any issues relating to this Head Agreement and Cooperation Schedules.

### 17. Issue notification and resolution

- 17.1 This clause 17 applies if a party considers that a serious issue, problem or dispute ("Issue") has arisen relating to the performance of this Head Agreement or a Cooperation Schedule.
- 17.2 A party who considers that an Issue has arisen must promptly notify the other party.
- 17.3 All parties must promptly endeavour to resolve the Issue.

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- 17.4 If the Issue remains unresolved after 5 Business Days of being notified under clause 17.2, a Senior Representative of each party must meet to discuss the matter.
- 17.5 If the Issue remains unresolved after 10 Business Days of being notified under clause 17.2, each party will brief their Secretary or Chief Executive Officer as the case may be on the matter and they will discuss the matter as soon as practicable.

## **PART E – INFORMATION MANAGEMENT AND ACCOUNTABILITY**

### **18. Reporting**

- 18.1 Each party agrees to provide information available to that party relating to this Head Agreement or a Cooperation Schedule to the other party when reasonably requested by the other party to do so (for example, to assist in satisfying a party's reporting and accountability requirements), within the timeframe reasonably required. If it appears to a party that it will incur substantial costs in providing such information, it may discuss this with the other party and the parties may negotiate a cost-sharing arrangement in relation to the provision of that information.
- 18.2 The parties may agree to specific reporting requirements in a Cooperation Schedule. If changes or additions to these reporting requirements are identified they must be requested through the change management process in accordance with clause 11.

### **19. Information and data management**

- 19.1 In collecting, using, disclosing and storing information or data ("Data") in its performance of this Head Agreement or a Cooperation Schedule, each party will ensure its own compliance with all laws, regulations and Australian Government policy (including in relation to privacy, secrecy, security, freedom of information and archives).
- 19.2 The parties acknowledge that each party may collect, use, disclose and store ("Use") Data exchanged between them ("Agency Data") so long as the Use is in accordance with law.
- 19.3 The parties will notify each other of any specific restrictions on Use of Agency Data.

### **20. Security and security breaches**

- 20.1 Each party will ensure that Data stored by the party is protected, by such physical, computer and communications security safeguards as is reasonable in the circumstances to take, against loss, against unauthorised access, use, modification or disclosure, and against other misuse of Data provided to it by the other party ("Personal Information Security Breach").
- 20.2 Each party must inform the other parties of any material Personal Information Security Breach arising from Agency Data, promptly after becoming aware of such breach. Whether a breach is "material" is to be considered in the context of the full implications of the breach.

### **21. ICT arrangements and security**

- 21.1 In order to facilitate the cooperation framework, the parties will:
- (a) work together to ensure that their respective information technology arrangements facilitate the effective and efficient exchange of information

- (b) do all things reasonable to ensure that their respective information technology arrangements:
  - (i) are operated in accordance with all applicable security requirements, and
  - (ii) do not introduce Harmful Code into the other party's information technology systems, including by using appropriate virus detection tools.
- (c) ensure that all transmissions of Data between the parties' respective ICT systems is protected during transmission by such security safeguards that are appropriate given the type of Data being transmitted and the assessed level of sensitivity of that Data
- (d) ensure that all storage of and access to Data is conducted in accordance with all applicable laws and security requirements
- (e) promptly inform the other party of any breaches to its own ICT systems that impact on the exchange of information
- (f) ensure that they have sufficient staffing arrangements during the term to support their information technology arrangements, and
- (g) each assume responsibility for the acts and omissions of their own employees and contractors.

## **22. Intellectual property rights**

- 22.1 All intellectual property rights created under or in relation to this Head Agreement or a Cooperation Schedule vest in the Commonwealth.
- 22.2 The responsibility for and control of the use of intellectual property rights in material brought into existence by or on behalf of a party or the parties in connection with this Head Agreement or a Cooperation Schedule, remains with the party primarily responsible for bringing it into existence as custodian for the Commonwealth.

## **23. Record keeping**

- 23.1 Each party agrees as a principle that it is responsible for the keeping, management and destruction of its records relating to this Head Agreement, and a Cooperation Schedule, in accordance with relevant legal requirements.

## **24. Audit**

- 24.1 Each party agrees to participate cooperatively in audits or reviews requested by the Australian National Audit Office, the Ombudsman, or the Secretary for either party, in connection with this Head Agreement and Cooperation Schedules.
- 24.2 Each party will bear its own costs of any audits and will be responsible for determining what action (if any) it takes to give effect to the recommendations of any audits.

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## **25. Privacy complaints**

- 25.1 If, in relation to a matter within the scope of this Head Agreement or a Cooperation Schedule, a party receives a complaint alleging an interference with the privacy of an individual by the other party:
- (a) the party receiving that complaint will immediately notify the other of the nature of that complaint and such details of that complaint as are necessary to minimise any (or further) interference, and
  - (b) each party is to keep the other informed as to the progress of that complaint as it relates to the other's actions in connection with that allegation of interference.
- 25.2 If the Privacy Commissioner or Information Commissioner directs a party to take particular action concerning the handling of Personal Information that relates to this Head Agreement or a Cooperation Schedule, the other parties will co-operate with any reasonable request or direction that may result.

## **26. Transfer of FOI Act requests**

- 26.1 Each party agrees that as a matter of principle, where a party receives a request under the FOI Act for information relating to the other party, the first party will, in accordance with the FOI Act, transfer the request to the second party and the second party will agree to the transfer.

## **27. Disclosure of information**

- 27.1 Each party agrees not to disclose Confidential Information of another party except where the disclosure does not breach any law and is made:
- (a) to its responsible Minister or in response to request for information from the Australian National Audit Office, Parliamentary committees or inquiries
  - (b) with the prior written approval of the other party (and provided it complies with any terms and conditions imposed as part of that approval), or
  - (c) as required by applicable government direction, policy or law.

## **28. Publicity**

- 28.1 Each party agrees not to make public any press, media or other announcement or release relating to this Head Agreement, or a Cooperation Schedule, without first consulting with the other party. For the avoidance of doubt, nothing in this clause in any way restricts a party's Minister from making public any press, media or other announcement or release.

## **PART F - GENERAL REQUIREMENTS**

### **29. Compliance with laws and policy**

- 29.1 Each party will ensure its own compliance with all laws, regulations and Australian Government policy in its performance of this Head Agreement, all Cooperation Schedules.

### **30. Subcontracting**

- 30.1 Each party agrees to inform the other party prior to subcontracting any of its roles or responsibilities under this Head Agreement or any Cooperation Schedule.

## **PART G - INTERPRETATIONS**

### **31. Interpretation**

31.1 In this Head Agreement, the following capitalised terms have the meaning given below unless the context otherwise requires:

- (a) **Australian Competition and Consumer Commission and ACCC** means the body corporate established under section 6A of the Competition and Consumer Act 2010
- (b) **Australian Energy Regulator and AER** means the body corporate established under section 44AE of the Competition and Consumer Act 2010
- (c) **Arrangement** means the activities and commitments of the parties as described in the Cooperation Schedule(s) and includes Services.
- (d) **Business Day** means a day Monday to Friday that is not a public holiday in the Australian Capital Territory, but does not include any days between 26 December and 1 January (inclusive) in any year.
- (e) **Confidential Information** means information of a party that is confidential in nature or is designated by that party to be confidential, and includes the terms of this Head Agreement and the terms of Cooperation Schedules.
- (f) **Contact Officer** means a person specified such for that party in Attachment 1 or as otherwise notified by a party to the other party from time to time.
- (g) **Customer Data** means facts and figures from which information can be produced about an individual, group or organisation who has been allocated a Human Services Program Reference Number and receives or has received a Human Services' service.
- (h) **Data** has the meaning provided in clause 19.
- (i) **FOI Act** means the Freedom of Information Act 1982 (Cth).
- (j) **Head Agreement** means this Head Agreement.
- (k) **Senior Representative** means, in relation to a party, the person specified as a Senior Representative for that party in Attachment 1 or as otherwise notified by a party to the other party from time to time.
- (l) **Schedule** means a Cooperation Schedule to the Head Agreement.

31.2 In this Head Agreement and Cooperation Schedules:

- (a) a reference to this "Head Agreement" includes all Attachments
- (b) a reference to a "Cooperation Schedule" includes all Attachments
- (c) a reference to any legislation includes any legislative instruments made under the legislation and any amendments to, or replacement of, that legislation.

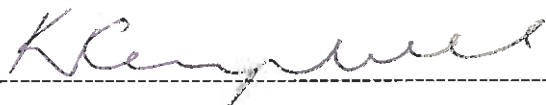
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## EXECUTION

SIGNED ON BEHALF OF THE DEPARTMENT OF HUMAN SERVICES:

NAME: Kathryn Campbell

POSITION: Secretary

SIGNATURE -----

DATE: 1 November 2013

SIGNED ON BEHALF OF THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION:

NAME: Mr Rod Sims

POSITION: Chairman

SIGNATURE -----

DATE: 27 November 2013

SIGNED ON BEHALF OF THE AUSTRALIAN ENERGY REGULATOR:

NAME: Mr Andrew Reeves

POSITION: Chairman

SIGNATURE -----

DATE: 14 November 2013

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Australian Government  
Department of Human Services



Australian  
Competition &  
Consumer  
Commission



AUSTRALIAN  
ENERGY  
REGULATOR

**COOPERATION SCHEDULE**  
**for the**  
**Exchange of Information about**  
**Applicants and Participants and**  
**Customers in Relation to Centrepay,**  
**Income Management, BasicsCard and**  
**Centrelink Confirmation eServices**  
**(CCeS)**

**THIS COOPERATION SCHEDULE** is made on

2013

**BETWEEN:**

**THE COMMONWEALTH DEPARTMENT OF HUMAN SERVICES (HUMAN SERVICES)**

and

**THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION (ACCC)**

and

**THE AUSTRALIAN ENERGY REGULATOR (AER)**

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## PART A – BACKGROUND

### 1. Background

- 1.1. This Cooperation Schedule is an arrangement under which the parties will share information to assist each party in the administration of its own programs.
- 1.2. Human Services administers programs including the following (the “**Schemes**”):
  - a) Centrepay is a free direct bill paying service that Human Services offers to people who receive a Centrelink benefit payment. Through Centrepay, Centrelink recipients can choose to pay bills by having a regular amount deducted from their Centrelink payment and paid directly to approved entities, (“**participants**”). Businesses (“**applicants**”) apply to Centrepay to use the scheme by completing the Department of Human Services’ Centrelink Business Application, (“**application**”) which forms part of the contract between Human Services and the Participant.
  - b) Income Management is a way to help customers manage their money to meet essential household needs and expenses. Through Income Management customers can learn to better manage their finances in the long term.
  - c) BasicsCard Scheme means the administrative scheme established by the Australian Government and described in the Merchant Application Form for the provision, use and application of BasicsCards to enable card holders to undertake BasicsCard transactions.
  - d) Centrelink Confirmation eServices (CCeS) Scheme provides a system for Participants to receive customer information to allow them to correctly apply their concession, rebate or service to a Centrelink customer.
- 1.3. Human Services receives applications from potential Centrepay, BasicsCard and Income Management and Centrelink Customer Confirmation eServices providers (“Applicants”). The applications can be assessed by Human Services’ staff against the ‘eligibility’ and ‘approval’ criteria set out in any Policy, Business Application and the Contract, by a senior Account Manager including consulting the Australian Taxation Office site and the accessible ASIC and Offices of Fair Trading registers.
- 1.4. The ACCC is responsible for the promotion of competition and fair trading and the provision of consumer protection. The role of the ACCC is to facilitate and encourage compliance with the laws for which it has administrative responsibility, to take appropriate action in response to contraventions of those laws, to adjudicate on competition and access issues and to educate the community in relation to such matters. The ACCC is responsible for the administration and enforcement of the Competition and Consumer Act (2010) (CCA) and the Australian Consumer Law (ACL) which is contained within the CCA, and other relevant legislation:

- a) The ACCC assesses the complaints and enquiries it receives against the Compliance and Enforcement Policy and Legislation.
- 1.5. 1.5 The Australian Energy Regulator (AER), a body corporate established under section 44AE of the CCA, regulates energy markets and networks. It shares staff, resources and facilities with the ACCC.
- a) The AER's energy network regulation and wholesale market functions cover all states and territories except Western Australia (in the Northern Territory it regulates only gas transmission).
  - b) The AER assumed responsibility for regulating retail energy markets, under the National Energy Retail Law (NERL), in Tasmania (for electricity only) and the ACT from 1 July 2012, in South Australia from 1 February 2013 and in NSW from 1 July 2013. Queensland and Victoria have yet to confirm their commencement date of the NERL.
  - c) The NERL sets out key protections and obligations that apply to energy customers and the businesses they buy their energy from. Under the NERL, all authorised energy retailers must offer Centrepay as an energy bill payment option for hardship customers. Other customers may request their energy retailer to permit payment by using Centrepay, in which case the retailer may elect to permit this option. Energy retailers report annually to the AER on the number of customers who use Centrepay.

## **2. Application of Head Agreement**

- 2.1. The terms and general principles of the Head Agreement apply to this Cooperation Schedule. This Cooperation Schedule provides more specific and detailed requirements in relation to the particular arrangement under this Cooperation Schedule.

## **PART B - TERM, CHANGE MANAGEMENT AND GOVERNANCE**

### **3. Term**

- 3.1. This Cooperation Schedule takes effect on and from the date signed by all of the signatories and remains current unless terminated as per clause 4.

### **4. Termination**

- 4.1. Any party can terminate this Cooperation Schedule by giving seven (7) days written notice to the other parties.
- 4.2. Where this Cooperation Schedule is terminated, the parties agree:
- a) to take all reasonable steps to mitigate the impact of the cessation of those activities, and
  - b) that there will be no associated termination fees payable to or from either party.

### **5. Change Management**

- 5.1. This Cooperation Schedule may only be amended or supplemented in writing (including email) in accordance with this clause 5 (Change Management).
- 5.2. A party proposing an amendment to this Cooperation Schedule must complete a Change Request using the form at Attachment 2 in the Head Agreement and submit that request to the other party, at the earliest point practicable. A party receiving a Change Request must either agree to the Change Request, or provide comments on the Change Request within 15 Business Days.
- 5.3. If either party considers that the amendments contemplated by a Change Request may raise implementation, data handling, financial, governance or other risks, the parties will co-operate with each other to develop risk assessments, impact assessments and associated costings before proceeding with the amendments.
- 5.4. Within 30 days of an amendment to this Cooperation Schedule taking effect, Human Services will prepare a consolidation of this Cooperation Schedule (as relevant) incorporating the amendment and provide a copy of the consolidation to ACCC and the AER.

### **6. Governance**

- 6.1. Each party appoints the Cooperation Schedule Contact Officer(s) specified for that party in Attachment 1 or as otherwise notified in writing by a party to the other party from time to time.
- 6.2. All communications required or contemplated by this Cooperation Schedule from one party to the other must be in writing (including email) and must be sent to, or copied to the Cooperation Schedule Contact Officer for the receiving party.

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## PART C - COOPERATION ARRANGEMENTS

### 7. Information to be disclosed by the parties

7.1. Subject to clause 7.2, Human Services agrees to:

- a) assist the ACCC and the AER with their respective administration and enforcement of the *Competition and Consumer Act 2010* (CCA), the Australian Consumer Law (ACL), the National Energy Retail Law (NERL) and other relevant legislation by disclosing information to the ACCC and/or the AER including:
  - (i) information about applicants and participants of the Schemes; and
  - (ii) information about customers of Human Services ('Mutual Customers'); and
  - (iii) a biannual list of participants approved under the Schemes
- b) consult with the ACCC and/or the AER in relation to the suitability of applicants and participants to participate/continue to participate in the Schemes as required.

7.2. Human Services will disclose information to the ACCC/AER only where such disclosure is in accordance with section 208(1)(b)(i) of the *Social Security (Administration) Act 1999*.

7.3. Subject to clause 7.4, the ACCC and the AER agree to:

- a) assist Human Services with the administration and enforcement of the Schemes by disclosing information to Human Services including:
  - (i) information relating to the suitability of applicants and participants to participate/continue to participate in the Schemes;
  - (ii) information about applicants or participants whose details are provided biannually in a list to the ACCC/AER, or when requested by Human Services, in relation to non-compliance or alleged non-compliance with terms and conditions applicable to any of the Schemes;
  - (iii) information about applicants or participants' whose details are provided periodically in a list to the ACCC/AER or when requested by Human Services, in relation to non-compliance or alleged non-compliance with the CCA, the ACL or the NERL.
  - (iv) information it receives about an applicant or participant's conduct where the conduct:

- A. directly affects identified vulnerable and disadvantaged consumers
  - B. relates to any direct debit payment system being used by a Participant
  - C. relates to door to door sales or telemarketing of goods and services
  - D. is under consideration for unconscionable or misleading conduct
- (v) information to ensure Centrepay payments to a failed energy retailer cease.

7.4. The ACCC and the AER will disclose ACCC or AER information to Human Services where such disclosure is authorised by relevant laws, including ss155AAA and 44AAF of the CCA and the Privacy Act 1998.

## 8. Requesting information

- 8.1. Each party may, from time to time, request the other to provide Compliance Information about a particular business, entity or individual, where that information is relevant to administration of the first party's Schemes.
- 8.2. When requesting Compliance Information from the ACCC and the AER, Human Services will:
- a) issue a request in the form of the template document at **Attachment 2**, and
  - b) describe the requested information and the purpose/s for which the confidential information is requested with reasonable particularity.
- 8.3. When requesting Compliance Information from Human Services, the ACCC and the AER will:
- a) issue a request in the form of the template document at **Attachment 3**, and
  - b) describe the requested information and the purpose/s for which the confidential information is requested with reasonable particularity.
- 8.4. A request for Compliance Information must be issued by the Contact Officer of the requesting party and addressed to the Contact Officer of the party to which the request is directed.

## 9. Providing information in response to a request

- 9.1. Subject to all the relevant legal obligations and operational considerations, each agency will use reasonable endeavours to respond to the other party's request in a timely manner.



- 9.2. Human Services will provide information to the ACCC and the AER, in the form of the template document at **Attachment 4**.
- 9.3. The ACCC and the AER will respond to requests for information from Human Services in the form of the template document at **Attachment 5**.

## **10. Providing unsolicited information**

- 10.1. Each party recognises that in the course of carrying out its functions and exercising its powers it may come into possession of Compliance Information which would, if provided to the other party, be likely to assist that other party in administering or enforcing the particular laws programs or Schemes for which that party is responsible.
- 10.2. Each party agrees, subject to legal restrictions, to use reasonable endeavours to notify the other party in a timely manner of the existence of any Compliance Information, notwithstanding that it may not have received a request from the other party for such information.

## **11. Use of Compliance Information**

- 11.1. When an agency receives Compliance Information from the other agency in accordance with this Cooperation Schedule, it will take all reasonable steps to ensure that such information is only used or disclosed for the purpose for which it was obtained, or as otherwise authorised by the other agency.
- 11.2. Each agency will observe and comply with any express conditions placed upon the disclosure of the Compliance Information by the other agency.

## **12. Fees**

- 12.1. In general, the party providing the Compliance Information (the **Providing Party**) will bear the costs incurred by it in locating and providing the information to the other party.
- 12.2. If it appears to the Providing Party that it will incur substantial costs in providing the information, it may discuss this with the other party and the parties may negotiate a cost-sharing arrangement in relation to the provision of that information.

## **PART D - MISCELLANEOUS**

### **13. Incident reporting**

13.1. Upon becoming aware that an Issue has arisen, as defined in clause 17 (Issue notification and resolution) of the Head Agreement:

- a) a party must promptly notify the other party, and
- b) both parties must follow the process set out in clause 17 of the Head Agreement.

### **14. Complaints handling**

14.1. If there is a complaint by a member of the public to a party in relation to this Arrangement, the party receiving the complaint will promptly notify the other party in writing of the complaint and the parties will work cooperatively in order to pursue the timely resolution of the complaint.

## PART E – INTERPRETATION

### 15. Definitions

- 15.1. In this Cooperation Schedule, capitalised terms have the meaning given in the Head Agreement and, where no meaning is given in the Head agreement, the meaning below:
- (a) **Australian Competition and Consumer Commission (ACCC)** means the body corporate established under section 6A of the CCA.
  - (b) **Applicant** is an entity who has applied to Human Services to participate in “Schemes”.
  - (c) **ACCC Compliance Information** has the meaning provided in clause 7.
  - (d) **AER Compliance Information** has the meaning provided in clause 7.
  - (e) **Australian Energy Regulator (AER)**, means the body corporate established under section 44AE of the CCA
  - (f) **BasicsCard** has the meaning provided in clause 1.2
  - (g) **Centrelink Confirmation eServices (CCeS)** has the meaning provided in clause 1.2.
  - (h) **Centrepay** has the meaning provided in clause 1.2
  - (i) **Compliance Information** means Human Services Compliance Information, ACCC Compliance Information and AER Compliance Information
  - (j) **Human Services Compliance Information** has the meaning provided in clause 7.1
  - (k) **Income Management** has the meaning provided in clause 1.2.
  - (l) **Mutual Customers** has the meaning provided in clause 7.1a)(ii).
  - (m) **Participant** means an entity that has been accepted by Human Services to participate in “Schemes”.
  - (n) **Scheme** has the meaning given in clause 1.2
  - (o) **Cooperation Schedule Contact Officer** means a person specified such for a party in **Attachment 1** or as otherwise notified by a party to the other party from time to time.
  - (p) **Schedule** includes all Attachments.
  - (q) **Singular** includes the plural and vice versa.

## EXECUTION

### SIGNED ON BEHALF OF THE DEPARTMENT OF HUMAN SERVICES:

NAME: VICKI BEATH  
POSITION: Gen-Mgr Service Strategy and Policy  
SIGNATURE VBeath

DATE: Seventh of November 2013

### SIGNED ON BEHALF OF THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION:

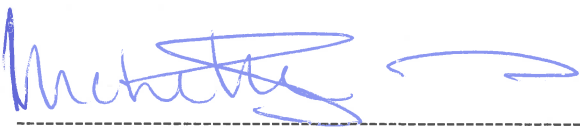
NAME: Mr Nigel Ridgway  
POSITION: Group General Manager, Compliance and Product Safety Group

SIGNATURE 

DATE: 21 NOVEMBER 2013

### SIGNED ON BEHALF OF THE AUSTRALIAN ENERGY REGULATOR:

NAME: Ms Michelle Groves  
POSITION: Chief Executive Officer

SIGNATURE 

DATE: 14 November 2013

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