

Memorandum of Understanding

Between

**DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT AND INNOVATION**

And

TRANSPORT AND MAIN ROADS

For the right to access and share information between parties

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Contact for enquiries and proposed changes

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Version history

Version no.	Date	Changed by	Nature of amendment
0.1	07/10/10	Victoria Pedler	Initial draft.
0.2	25/11/10	Victoria Pedler	Incorporation of comments from TMR
0.3	08/12/2010	Victoria Pedler	Incorporation of comments from OFT

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1 Glossary

Term	Description
OFT	Office of Fair Trading
TMR	Transport and Main Roads
PC	Personal Computer
KPI	Key Performance Indicator
TSD	Transport Services Division
MOU	Memorandum of Understanding
CIU	Compliance Intelligence Unit
TI	Transport Inspector
CO	Compliance Officer
CD	Compliance Division
TO(RUMS)	<i>Transport Operations (Road Use Management) Act 1995</i>

2 Parties to the agreement

The Department of Transport and Main Roads and the Office of Fair Trading within the Department of Employment, Economic Development and Innovation.

3 Purpose of this agreement

This MoU is made between Transport and Main Roads and Office of Fair Trading, and is specific to the sharing of compliance information between both departments, working together on joint projects and transferring matters where appropriate.

Neither Party is by virtue of the MoU an officer, employee 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 as having any power or authority to do so.

The purpose of the MoU is to:

- a) Formalise the agreement towards the sharing of information between OFT and TMR;
- b) Clarify and define the responsibilities and agreed sharing of information working together and transferring matters between OFT and TMR;
- c) Avoid overlap between regulatory responsibilities affecting compliance based activities; and
- d) Certify the integrity of information within OFT and TMR.

This document does not:

- a) Detail workflow and processes that underpin these responsibilities or how the information is shared that underpin these responsibilities; and
- b) Alter, negate or otherwise reduce any statutory obligation upon either party.

4 Intended outcome of the agreement

By signing the MoU, OFT and TMR commit to the following responsibilities to ensure the successful sharing of information:

- a) Working collaboratively to share information; and
- b) Ensuring sufficient staff resources are allocated to achieve all necessary outcomes where it is of sufficient priority to do so.

5 Background

5.1 Current Situation

OFT and TMR are two organisations who at times work closely to achieve a common goal. The sharing of information between the two parties is vital to enable compliance based activities to be accomplished with accuracy and validity.

5.2 Scope

This MoU outlines the components that support the provision of compliance information between TMR and OFT. Specifically, it covers the interaction between TI's and CO's for compliance based activities, including:

1. Collaborative management of all compliance components between TMR and OFT; and
2. Communication to assist in the transition and reinforcement of new business processes and requirements.

This MOU is only applicable to:

1. the compliance functions of TSD within TMR; and
2. the CD of OFT.

6 Mutual Obligations

Both parties to the MoU agree to the following:

1. Remain open to feedback on any issues related to the delivery of compliance outputs;
2. Ensure all information used in the delivering of compliance outputs is accurate, complete and regularly reviewed to maintain currency i.e. version control; and
3. Keep each agency informed about proposed developments or activities that impact on the other party as soon as they are known and to liaise on strategies to maximise the outcome for the community and state.

7 Relationship Type

Compliance across TMR and OFT would benefit from a collaborative relationship because:

1. There are shared processes and tools; and
2. There is a joint need and desire to work closely together to set strategy, plan, implement, support and review.

Both agencies agree to:

1. Actively seek understanding of both parties business objectives;
2. Participate constructively in monitoring, review and broker resolution if required;
3. Provide timely advice to the other agency of major concerns, issues or opportunities relating to compliance;
4. Work collaboratively to identify business improvements, eliminate inefficiencies and reduce the cost of service provision; and
5. Acknowledge and consider professional advice provided by each agency.

8 TMR Compliance Overview

The role of compliance is, in alignment with the objectives of TO (RUMS) to apply the principles of the Compliance 20/20 Strategy by:

- Informing transport system users of the standards expected of their use of the system, and the consequence of non-compliance.
- Helping people to comply with their obligations, including the provision of established schemes and the development of relationships that encourage the management of obligations within appropriate governance frameworks.
- Monitoring compliance through compliance assurance processes, including vehicle inspections, on-road checks, investigations, audits and the use of electronic tracking and detection systems.
- Imposing appropriate punitive measures for non-compliance with standards.

8.1 TMR Compliance Responsibilities:

1. Operate co-operatively with OFT to assist with compliance in Queensland.
2. Maintain and provide a current list of TI to OFT and nominate key contacts within the department;
3. To make available capable and knowledgeable resources necessary to undertake all components of compliance;
4. To ensure necessary compliance information is made readily available to OFT compliance staff. TMR is responsible for the development of compliance information with OFT responsible for the internal dissemination;
5. Report to OFT any incidents and identify trends in relation to common compliance outcomes;
6. Initiate any prosecution of matters under TO (RUMS);
7. Conduct and fund any such prosecution as per the applicable TMR standards and procedures; and
8. Support the relevant OFT prosecutions under the Compliance Act through the supply of information and the release of TI to assist where it is of sufficient priority to do so.

9 OFT Compliance Overview

The OFT compliance mission is “to contribute to the integrity of trading practices in Queensland by actively delivering a range of fair, focused and appropriate compliance and investigations services, including enforcement by:

- investigating complaints where there is sufficient information to justify this;
- undertaking timely and effective compliance monitoring initiatives, including spot checks of licensees’ and traders premises as well as strategic targeting of high risk areas to deter non compliant behaviour;
- initiating and/or undertaking appropriate enforcement options, including disciplinary action against licensees;
- undertaking awareness activities to assist traders and licensees in meeting their legislative obligations, which in turn will minimise the risk of future non compliance.

9.1 OFT Compliance Responsibilities:

1. Operate co-operatively with TMR to assist with compliance in Queensland;
2. Maintain and provide a current list of CO to TMR and nominate key contacts within the department;
3. To make available capable and knowledgeable resources necessary to undertake all components of compliance;
4. Where non-compliance is identified, manage additional compliance action with support of the TI;
5. Report to TMR any incidents and identify trends in relation to common compliance outcomes;
6. Conduct and fund any such prosecution as per the applicable OFT standards and procedures; and
7. Support the relevant TMR prosecutions under the Compliance Act through the supply of information and the release of CO’s to assist where it is of sufficient priority to do so.

10 Implementation

This MOU will commence when it is executed by both parties.

TMR and OFT will communicate the substance of this MOU to the appropriate business units within their respective areas.

11 Support

11.1 Implementation Business Support

TMR and OFT will provide support to each other in relation to business process, policy and procedure throughout the process of compliance based activities.

Additionally, throughout the implementation of this MOU.

TMR will:

1. Work with OFT to support the successful sharing of compliance based information;
2. Ensure information is provided in a timely manner;

3. Ensure OFT communications relating to compliance are circulated to all relevant staff;
4. Ensure that, subject to operational requirements, TMR staff are provided with sufficient resources to effectively complete the OFT request;
5. Provide feedback to the OFT relating to the compliance effectiveness; and
6. Provide a single point of contact for the coordination of TMR information.

OFT will:

7. Work with TMR to support the successful sharing of compliance based information;
8. Ensure information is provided in a timely manner;
9. Ensure TMR communications relating to compliance are circulated to all relevant staff;
10. Ensure that, subject to operational requirements, OFT staff are provided with sufficient resources to effectively complete the TMR request;
11. Provide feedback to the TMR relating to the compliance effectiveness; and
12. Provide a single point of contact for the coordination of OFT information.

12 Costs

Each party will pay its own costs.

13 Performance Reports

Performance reports will be provided by either department when required.

14 Security/Confidentiality

The fact this MoU exists, its content and any relevant information, including a document, provided by one party to another hereunder will remain confidential and privilege will not be prejudiced by its transfer. However, a document provided to the parties to the agreement which would normally be available to a member of the public, whether upon payment of a fee or otherwise, is not confidential.

Relevant information provided to the parties to this agreement under this MoU is to be used for the purposes outlined herein only and is not to be disseminated to a third party, for any other purpose whatsoever, without the prior consent of the parties to the agreement.

If either party to this MoU is in possession of relevant information because it has been disclosed under the preceding clause hereof, and that relevant information becomes or appears likely to become the subject of any writ, subpoena, right to information action, or any other legal process, then the party under requirement to release the relevant information will, in order that the other might take steps to preserve its rights, immediately advise the other party, and in any event, prior to the release of the information.

Each party undertakes to maintain security systems and policies, sufficient to ensure its obligations under this MoU are achieved.

15 Media

Media Releases relating to joint compliance activities will be prepared in consultation. If a requirement arises for OFT to provide a Media Release, OFT will engage with TMR prior to publishing any Media Release and vice versa. Actual publishing will be subject to ministerial consideration and not to be at either agencies discretion.

16 Dispute Resolution

Where there is a disagreement between the parties over an issue covered by this MoU, or a related issue, both parties will seek to resolve the matter at an operational level through negotiations between the TMR TI and OFT CO.

Should these negotiations fail, the matter is to be referred without undue delay to the TMR Director, Service Delivery & Policy (Transport Services Division) and the OFT Director, Compliance (Fair Trading Operations) for determination.

17 Term

This MoU shall commence on the date of signing by the parties and continue until its expiry date or until determined under clause 20.

18 Variation

Where, during currency of this MoU, either the TMR General Manager (Transport Services Division) or OFT Executive Director, Fair Trading Operations desires the variation of its terms, the other party will participate in negotiations in good faith upon the issue.

Amendments to this MoU may be made at any time with the mutual written agreement of both parties in writing.

19 Review

Two reviews per year of the MOU are to be conducted by both OFT and TMR including performance criteria assessments if relevant.

OFT will nominate officers from Compliance Division to conduct reviews and TMR will provide representatives from the Compliance Product Leadership Team.

The meeting will be chaired and organised alternately and by each host department who will record minutes and actions documented and forward copies to the other party.

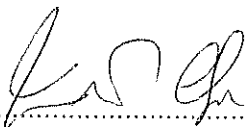
20 Termination

Notwithstanding other provisions of this MoU, either TMR General Manager (Transport Services Division) or OFT Executive Director Fair Trading Operations may by provision of one month's written notice to the other party, terminate this MoU.

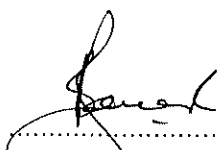
21 Entire Agreement

This MoU constitutes the entire agreement of the parties with respect to the subject matter of this MoU and supersedes all prior agreements, representations, understandings and negotiations (either written or oral) with respect to information sharing for compliance activities.

IN WITNESS WHEREOF the parties have executed this MoU on the dates indicated below:

SIGNED: 
.....
Dr Judith E Lloyd
TMR Acting General Manager, Transport Services Division (TSD)

DATE: 8 / 12 / 2010

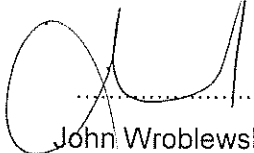
SIGNED: 
.....
Brian Bauer
OFT Executive Director, Fair Trading Operations

DATE: 20 / 12 / 2010

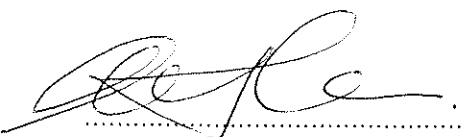
The following officers have **endorsed** this agreement.

SIGNED: 
.....
Andrew Langford
TMR Director, Service Delivery & Policy (TSD)

DATE: 8 / 12 / 2010

SIGNED: 
.....
John Wroblewski
TMR Regional Director, Southern

DATE: 8 / 12 / 2010

SIGNED: 
.....
Anthony Johnson
OFT Director, Compliance, Fair Trading Operations

DATE: 16 / 12 / 2010