

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made this ^{11th} day
of... ~~September~~ 2023

BETWEEN

VICTORIAN ENERGY SAFETY COMMISSION also known and trading as Energy Safe Victoria, a body corporate established under the *Energy Safe Victoria Act 2005* (Vic) (**ESV**) of Level 5, 4 Riverside Quay, Southbank, Victoria 3006

AND

The **JOINT ACCREDITATION SYSTEM OF AUSTRALIA AND NEW ZEALAND** (hereinafter called **JASANZ**), a body corporate and having its office at 4 Phipps Close, Deakin ACT 2600.

In this MOU, **Parties** means ESV and JASANZ.

1. Background

ESV

ESV is Victoria's safety regulator for electricity, gas and pipelines. ESV's role is to ensure that Victorian gas and electricity industries are safe and meet community expectations. ESV administers regulations for the safety of gas appliances and gas components under the *Gas Safety Act 1997 (GS Act)* and Gas Safety (Gas Installation) Regulations 2018 as amended from time to time (**Gas Safety Legislation**).

The Gas Safety Legislation provides for:

- (a) authorisation of acceptance schemes for the certification of gas appliances;
- (b) approval requirements for gas appliances prior to sale and installation;
- (c) certification for some gas components by referencing relevant prescribed standards for gasfitting work;
- (d) monitoring and investigation of both incidents and non-compliances involving gas appliances and components and taking appropriate action.

JASANZ

The **Joint Accreditation System of Australia and New Zealand (JASANZ)** was established by the Australian and New Zealand Governments for the purposes of accrediting certification bodies which undertake or provide

conformity assessment services (**Certification Bodies**) and has developed considerable knowledge, experience, expertise and international recognition in the field of accreditation.

JASANZ is a member of the International Accreditation Forum (**IAF**) and the Asia Pacific Accreditation Cooperation (**APAC**), and a signatory to the IAF and the APAC Multilateral Recognition Arrangements.

JASANZ is responsible for accrediting Certification Bodies in respect of acceptance schemes authorised by ESV.

2. Scope

This MOU replaces the MOU between the Parties dated 21 March 2016. The MOU is intended to set out a common understanding leading to cooperation between ESV and JASANZ in authorising acceptance schemes and delivering accreditation of Certification Bodies respectively for the purpose of certifying the safety of gas appliances and gas components by verifying compliance with the requirements of relevant product standards.

2.2 Both Parties recognise that the following activities are independent of this MOU:

- a. Independent audits conducted by ESV under legislation or in performing regulatory functions, or arising from an investigation into an incident or alleged non-compliance;
- b. Authorisation and gazetting of gas appliance acceptance schemes by ESV under the GS Act;
- c. revoking or limiting the authorisation of an acceptance scheme under legislation.

3. Legal relations

Both Parties acknowledge that it is not their intent to establish legal relations under this MOU.

4. Contract Services

Both Parties understand that in the event that JASANZ may be contracted by ESV to undertake assessments of Certification Bodies located outside of Australia or New Zealand that an appropriate service agreement is a precondition for these assessments.

5. Financial Obligations

Both Parties understand that they will bear the cost of their respective actions and responsibilities under this MOU.

6. Understandings

6.1 Both Parties acknowledge that accurate and timely information is essential to the effective operation of the regulation of Type A gas appliances and gas components and will cooperate to:

- i. establish contacts for the exchange of information between ESV and JASANZ;
- ii. provide each other with briefings on matters related to:
 1. gas regulation, certification scheme rules and scheme performance;
 2. developments in product certification e.g. (ISO/IEC 17065);
- iii. participate in periodic meetings;
- iv. develop and use common documented approaches to the audit and assessment of Certification Bodies;
- v. participate in discussions to ensure there are common understandings of technical issues as they arise.

6.2 The Parties acknowledge that they have common interests but different roles in ensuring adequate performance of accredited and authorised Certification Bodies and gas appliance acceptance schemes and will cooperate to:

- a. ensure each is informed by the other of any action taken to limit the accreditation or authorisation of any Certification Body or acceptance scheme;
- b. provide each other with any support within their respective means and capacity to investigate any breaches of the conditions of accreditation or of Gas Safety Legislation;
- c. undertake any joint action that is necessary in relation to accredited and authorised Certification Bodies or certificates of conformity issued by such bodies.

6.3 The Parties recognise the benefits of joint action and will cooperate to:

- a. jointly deliver audits and assessments of Certification Bodies and authorised appliance acceptance schemes;
- b. develop a common audit and assessment plan;
- c. align calendars of audits and assessments –

in accordance with the requirements set out in Annexure A.

6.4 The Parties recognise that common assessment stands in the place of undertaking individual audits and assessments of Certification Bodies and that nothing in the conduct of joint audits and assessments will prevent the other party from carrying out its functions, including but not limited to:

- a. in ESV's case, acting to provide information to other gas regulators on the outcomes of any assessment or other actions taken under this MOU.
- b. in JASANZ's case, from managing the accreditation process.

6.5 It is JASANZ's responsibility to advise Certification Bodies of the use of joint audits and assessments and to ensure that each Certification Body intending to make use of joint audits and assessments acknowledge in writing as a condition of using joint audits and assessments that the results of assessments may be used by ESV in carrying out its statutory functions under Gas Safety Legislation.

6.6 Each party recognises that it has or may have legal obligations in relation to the collection, use and disclosure of information, including in relation to the following:

6.6.1 personal information or sensitive information under the *Privacy and Data Protection Act 2014* (Vic) and the *Privacy Act 1988* (Commonwealth);

6.6.2 health information under the *Health Records Act 2001* (Vic).

7. Variation

This MOU may be varied by written agreement of the Parties or replaced by another MoU in writing that is signed by the Parties.

8. Dispute resolution

8.1 If a dispute arises between the Parties in relation to the MOU or its operation, each party will ensure that its contact officer (as specified in clause 11) uses reasonable endeavours to resolve the dispute with the other party's contact officer.

8.2 If a dispute cannot be resolved by the contact officers within one month or such other timeframe as agreed by the Parties, ESV's Chief Executive Officer (or an ESV Commissioner) and JASANZ's Chief Executive Officer will use reasonable endeavours to resolve the dispute.

9. Duration, renewal and review

9.1 This MOU shall come into force on the date of signing and shall remain in force for a period of five (5) years unless it is terminated in accordance with clause 10. At the end of the five (5) year period this MOU shall be automatically renewed for a further period of three (3) years and every three (3) years thereafter for a further three (3) years unless a review determines at any stage that the MOU should not be renewed.

9.2 This MOU shall be reviewed:

9.2.1 at the written request of either party; or

9.2.2 if the Parties agree to review.

10. Termination

10.1 Either party may terminate this MOU by giving six months' notice in writing to the other party.

10.2 This MOU may be terminated at any time by written agreement between the parties.

11. Notices

11.1 Notices or communications by ESV to JASANZ in relation to this MOU shall, unless otherwise notified in writing by JASANZ, be addressed to JASANZ's contact officer, as follows:

General Manager Accreditation
JASANZ
PO Box 304
Deakin West ACT 2600
Kathryn.lockyer@jasanz.org

11.2 Notices or communications by JASANZ to ESV in relation to this MOU shall, unless otherwise notified in writing by ESV, be addressed to ESV's contact officer as follows:

Enzo Alfonsetti
Head of Type A Gas Appliance & Component Safety
Energy Safe Victoria
PO Box 262
Collins Street West VIC 8007
email: enzo.alfonsetti@energysafe.vic.gov.au

SIGNED for and on behalf of
the **VICTORIAN ENERGY SAFETY
COMMISSION** pursuant to the
authority of the Commission by:



Leanne Hughson,
Chief Executive Officer

SIGNED for and on behalf of
**JOINT ACCREDITATION SYSTEM
OF AUSTRALIA AND NEW
ZEALAND** by Dr. JAMES
GALLOWAY, Chief Executive Officer
of JASANZ



Chief Executive Officer

Annexure A

Undertaking joint JASANZ/ESV Assessments for Gas Appliance Acceptance Schemes (**Gas Schemes**)

General

- Assessments for Gas Schemes are undertaken by a JAS-ANZ Assessor accompanied by a Technical Expert (**TE**) or an Assessor from Energy Safety Victoria (**ESV**).
- Gas certification files are very technical and assessments must recognise this.

Definitions

Technical Expert –

person assigned by JASANZ, working under the responsibility of an assessor, who provides specific knowledge or expertise with respect to the scope of accreditation to be assessed and does not assess independently (reference: ISO/IEC 17011:2017, clause 3.32).

Assessor -

person assigned by JASANZ to perform as part of an assessment team, an assessment of a conformity assessment body (reference: ISO/IEC 17011, clause 3.30)

Planning Assessments: (Note this is applicable for all modes of assessment)

- File selection: The ESV TE must be consulted on the files selected for review. This includes product files and personnel competency records. This consultation must be in conjunction with the JASANZ nominated Assessor. If the Assessor is from ESV then that Assessor would choose the file.
- The conformity assessment body (**CAB**) must be advised of the files selected for review with enough time to ensure that the nominated files are uploaded to enable the TE and Assessor a minimum of 10 working days to review.

Scheduling

- Due to the technical nature of Gas Schemes the information and communications technology (**ICT**) component must be no less than 2 hours.

Offsite/Remote review of files

- The **CAB** must provide the certification files to the Assessment team at least 10 working days out from the Assessment.
- Both the Assessor and TE are to review the files within the time frames provided
- Any areas for follow up and potential nonconformities must be identified and shared within the Assessment team covering the Gas Scheme being assessed.

Onsite Assessments

- Certification files will be requested from the CAB prior to the onsite assessment for review
- The ESV TE or Assessor is to be present for the opening meeting with the CAB (unless otherwise agreed by both Parties), review of files/personnel records and the exit meeting if any findings have been raised relating to the scheme

Assessment team pre-meeting (Remote)

- A least one day prior to the ICT component of the assessment the Assessment team must discuss the queries and potential findings and develop a plan for how this will be managed during the ICT session. This session must be used not only to frame how the ICT session will be managed but to also allow the team to have clarity of the issues and develop a plan to how to address these during the ICT session.

ICT Session

- The assessment team must come into this session:
 - o Well prepared
 - o Be clear on the issues/potential nonconformities
 - o Have developed responses depending on outcomes
 - o Present their comments in a clear and concise voice (no waffling)
 - o Able to clearly articulate any nonconformities and able to link these back to the ISO/IEC 17065 and any Governance Rules

JAZANZ issues communication to request the **CAB** produces the following information for the remote file reviews:

- Application
- Technical Specifications
- Test Program/Schedule
- Laboratory Test Report(s)
- Laboratory Test Report evaluation/review
- Certification/surveillance audit report
- Installation manual- Other records relating to the certification decision, as needed
- Certificate
- Records relating to design changes or new endorsements, if applicable

Nonconformities

- Any nonconformity must be discussed with the CAB prior to the exit meeting. No new nonconformities relating to the assessment are to be raised after the exit meeting.

Closure of Nonconformities

- Where a nonconformity (**NC**) has been raised and linked to a technical issue then the closure of the NC is to be discussed with the ESV TE. Note: The responsibility of the closure of the NC remains with the JASANZ assessor in accordance with the JASANZ accreditation manual.