

**RESOURCES VICTORIA of the
DEPARTMENT OF ENERGY, ENVIRONMENT AND CLIMATE ACTION
and
VICGRID**

Memorandum of Understanding (MoU)

PARTIES

Resources Victoria (RV) of the Department of Energy, Environment and Climate Action ABN 90 719 052 204 (DEECA), the department responsible for administering various Victorian earth resources legislation including the *Mineral Resources (Sustainable Development) Act 1990* (Vic), the *Mineral Resources (Sustainable Development) Amendment Act 2023* (Vic), the *Petroleum Act 1998* (Vic), the *Offshore Petroleum and Greenhouse Gas Storage Act 2010* (Vic), the *Geothermal Energy Resources Act 2005* (Vic), the *Greenhouse Gas Geological Sequestration Act 2008* (Vic), the *Mines (Aluminium Agreement) Act 1961* (Vic), the *Underseas Mineral Resources Act 1963* (Vic), the *Extractive Industries (Lysterfield) Act 1986* (Vic), the *Nuclear Activities (Prohibitions) Act 1983* (Vic) and any subordinate legislation made thereunder the various Acts

AND

VicGrid Body Corporate ABN 56 367 315 313, established as a State Body Corporate under an Order in Council under section 14 of the *State Owned Enterprises Act 1992* (Vic) on 15 April 2025, and declared as a State Business Corporation under the *State Owned Enterprises Act 1992* (Vic) on 28 October 2025 (**VicGrid**).

(collectively '**the Parties**')

1. DEFINITIONS

Authorised Officer means a public sector employee who has successfully obtained a minimum of a Certificate IV of Government Investigations and has obtained authorisation under section 93BA of the *Electricity Industry Act 2000* (Vic) and is also authorised under the *Mineral Resources (Sustainable Development) Act 1990* (Vic).

Code of Conduct for Victorian Public Sector Employees means the Code of Conduct made under section 61 of the *Public Administration Act 2004* (Vic).

Compliance Activities means regulatory activities undertaken by authorised officers exercising powers delegated under the *Electricity Industry Act 2000* (Vic), the *Mineral Resources (Sustainable Development) Act 1990* (Vic), the *Petroleum Act 1998* (Vic), at the instruction of the Chief Inspector, RV. Compliance Activities include but are not limited to:

- a) assistance to electricity corporations or VicGrid to gain access to land for the purposes of conducting works and surveys under the *Electricity Industry Act 2000* (Vic);
- b) issuance of notices of attendance to relevant landholders;
- c) contribution to court applications as required; and
- d) data and information collection, and reporting.

Confidential information means any technical, scientific, commercial, financial or other information of or about a party, including any information designated by either party as confidential, which is disclosed, made available, communicated or delivered to the other party in connection with this MoU.

DEECA means the Department of Energy, Environment and Climate Action ABN 90 719 052 204.

Electricity corporation has the same meaning as in the *Electricity Industry Act 2000* (Vic), and for the purposes of this MoU, refers to transmission companies and VicGrid, only where VicGrid itself undertakes land access activities under Part 5 of the *Electricity Industry Act 2000* (Vic).

Energy resource sites means all electrical or grid sites that may be the subject of regulation under the following Acts:

- *Electricity Industry Act 2000* (Vic); and
- *National Electricity (Victoria) Act 2005* (Vic)

Joint Procedure Contact means a person who is designated, under clause 6.2(b), as the contact of RV or VicGrid for a particular joint procedure.

Liaison Contact means a person who is designated, under clause 6.2(a), as the contact of RV or VicGrid for this MoU.

MRSDA means *Mineral Resources (Sustainable Development) Act 1990* (Vic).

National Electricity Law means the National Electricity Law adopted into and applies in Victoria by virtue of section 6 of the *National Electricity (Victoria) Act 2005* (Vic) and any derogations enacted thereunder.

Privacy Legislation means laws in respect of privacy and the protection of personal information including but not limited to the *Privacy and Data Protection Act 2014* (Vic) and the *Privacy Act 1988* (Cth).

Public sector employee has the same meaning as in the *Public Administration Act 2004* (Vic).

Steering Committee means the Authorised Officer Steering Committee as provided for in Schedule 1 of this MoU.

2. PURPOSE

2.1. The purpose of this MoU is to:

- a) establish arrangements between RV and VicGrid that enable RV to conduct Compliance Activities on behalf of VicGrid;
- b) confirm the obligations between RV and VicGrid that underpin and enable the delivery of Compliance Activities captured within this MoU; and
- c) facilitate and foster effective and efficient working relationships between RV and VicGrid. The MoU is designed to enhance joint Compliance Activities across energy resource sites, including the necessary data and information sharing required for each Party to administer their legislative and regulatory obligations.

2.2. The Parties agree to use their best endeavours to abide by the objectives and terms set out in this MoU.

3. NO INTENTION TO CREATE LEGAL RELATIONS

The Parties acknowledge that this MoU is not intended to be legally binding or create a legally binding contractual arrangement between the Parties.

4. TERM

4.1. This MoU is effective from the date the last Party signs this MoU and continues until the earlier of:

- a) the MoU is superseded by a more current agreement;
- b) 3 months from the date of written notice from one of the Parties addressed to the other, notifying its intention to withdraw from this MoU; or
- c) the date upon which the Parties agree to withdraw from this MoU.

4.2. Unless specifically stated, other MoUs between DEECA and VicGrid do not affect the term and operation of this MoU.

5. PRINCIPLES

The Parties share the following principles:

- a) Parties will collaborate and discharge relevant functions in line with applicable laws, regulations and guidelines across energy resource sites, including the Code of Conduct for Victorian Public Sector Employees.
- b) Authorised Officer safety is critical, and the joint procedures will document clearly:
 - i. where they will and will not enter land;
 - ii. the activities they will and will not conduct; and

- iii. the responsibilities of each Party in relation to Authorised Officer safety.
- c) Parties will work cooperatively in the administration of their respective roles and provide support as outlined within this MoU.
- d) Parties will ensure the efficient use of resources and avoid over-extending Authorised Officer capacities.
- e) Parties acknowledge the commitments to resourcing agreed within this MoU are necessary to the delivery of the activities agreed within this MoU.
- f) Electricity corporations or VicGrid will continue to be the key stakeholder liaison for landholder engagement and communication and will manage engagement accordingly up to and following any Compliance Activities unless it is specific to a function of the Authorised Officer.
- g) Parties will share and exchange information, data and intelligence in support of Compliance Activities and where permissible by law.

6. UNDERTAKINGS

6.1. The Parties undertake to give effect to the arrangements and procedures set out in this MoU and any Schedules to it.

6.2. Each Party undertakes to establish and maintain:

- a) a Liaison Contact to administer this MoU, administer any changes or variations of this MoU, and be the Party's primary contact point for questions about this MoU; and
- b) a Joint Procedure Contact for each joint procedure developed under clause 10.1, to administer that procedure and be the Party's primary contact point for questions about that procedure.

6.3. Any change to a Liaison or Joint Procedure Contact needs to be communicated to the other Party within 5 business days of such change, along with any contact information for the new contact person.

6.4. The Parties undertake to inform their staff of their roles and responsibilities under this MoU.

6.5. The Parties undertake to provide information to each other wherever possible to the extent permitted by law for the purposes of administering regulatory and Compliance Activities.

6.6. The Parties undertake to make appropriate referrals to the other Party where potential risks or non-compliance are identified on overlapping regulatory sites or regions. Where risks are identified for RV when undertaking VicGrid duties, or vice versa, and the Authorised Officer is trained in the compliance of both Acts, the Authorised Officer cannot enforce the opposing Act when in the duties of the other and must still make an appropriate referral.

7. GOVERNANCE AND MANAGEMENT

7.1. Responsibilities of VicGrid include:

- a) providing RV with funding as agreed under this MoU;
- b) providing RV with requisite information to inform the deployment of Authorised Officers;
- c) engaging with RV in the development of or amendment of any joint procedures developed under this MoU;
- d) engagement in the Steering Committee and any other meeting to review the implementation and effectiveness of this MoU, and suggest any necessary amendments; and
- e) ensuring electricity corporations and VicGrid operate in accordance with all relevant joint procedure(s).

7.2. Responsibilities of RV include:

- a) recruiting and training Authorised Officers as provided for by this MoU;
- b) establishing a dedicated system to ensure Authorised Officers can collect and store information in relation to the carrying out of their functions under the *Electricity Industry Act 2000* (Vic);
- c) share information in the form of debriefs, reports, and meetings, to VicGrid on the implementation and effectiveness of this MoU;
- d) Authorised Officer supervision including any required disciplinary action as provided for by clause 17;
- e) engagement in the Steering Committee and any other meeting to review the implementation and effectiveness of this MoU, and suggest any necessary amendments; and
- f) ensuring Authorised Officers operate in accordance with joint procedure(s).

7.3 Both Parties will work together to ensure this MoU is implemented effectively, including resolving any disputes and enacting any amendments in a timely manner.

7.4 Both Parties will be responsible for seeking relevant authorisations from the authorised delegate or the responsible Minister under section 93BA of the *Electricity Industry Act 2000* (Vic) for Authorised Officers. Where one Party initiates the authorisation process for any new Authorised Officer, that Party must notify the other Party and ensure the other Party is consulted in the development and progression of the authorisation briefing to the relevant authorised delegate or the responsible Minister.

7.5 For the purposes of clause 7.4 and on an ongoing basis, both Parties will ensure that Authorised Officers are fit and proper persons. Before exercising a statutory power, function or duty in accordance with Part 5 of the *Electricity Industry Act 2000* (Vic) and this MoU, the Authorised Officers and their relevant managers should:

- a) ensure they rely on the correct and current version of the authorisation, as this is the source of their authority;
- b) check that the relevant statutory power, function or duty is authorised to their position;
- c) identify and ensure they comply with any conditions on the exercise of the authority;
- d) read and familiarise themselves with the specific provisions in the *Electricity Industry Act 2000* (Vic), any other applicable provisions, and any relevant policies or codes of practice; and
- e) hold a valid Working with Children check.

7.6 In addition to required pre-deployment briefings and post-inspection debrief meetings, the Parties will meet as required to discuss learnings, especially any issues related to the safety of Authorised Officers, as well as general reporting on any activities carried out under Part 5 of the *Electricity Industry Act 2000* (Vic).

7.7 Any action arising from meetings, debriefs or otherwise will be assigned to the relevant person from VicGrid or RV. The relevant person and their direct manager will be responsible for ensuring that any action is completed satisfactorily and within the timeframe required.

7.8 Both Parties will be responsive in communicating with each other. The severity of the issue under consideration will be taken into account when determining the timing and means of communication. However, both Parties will commit to providing an initial response to queries from the other Party within 2 business days, and where required, a detailed response or an ad hoc meeting (with documented minutes by VicGrid) within 5 business days. Alternatively, the Parties can meet via Steering Committee in accordance with procedures provided for in Schedule 1.

7.9 Both Parties agree that the relevant contact persons, in addition to or if otherwise note already the Liaison Contact and Joint Procedure Contact, are:

- a) **VicGrid:** Director, Emergency Management Establishment and team; and
- b) **RV:** Chief Inspector and team.

7.10 Nothing in this clause 7 limits, abrogates or derogates away from any other procedure, responsibility or governance requirements provided for elsewhere in this MoU. This clause 7 is to be read in conjunction with and is intended to be in addition to any other procedure, responsibility or governance requirements provided for elsewhere in this MoU.

8. RESOURCE ARRANGEMENTS

8.1. VicGrid will fund up to six full time equivalent (FTE) staff for a period of two years commencing on the date the last Party signs this MoU, to undertake Compliance

Activities associated with land access for works outlined under Part 5 of the *Electricity Industry Act 2000* (Vic).

8.2 For the avoidance of doubt:

- a) payment for FTE staff will only be provided on an employee cost incurred basis; and
- b) the funding provided by VicGrid pursuant to clause 8.1 will be utilised to fund FTE staff salary, overheads, equipment and travel expenses.

8.3. VicGrid agrees to fund RV for all resources considered under clauses 8.4 to 8.7 and clause 9.2 of this MoU.

8.4. RV agrees to provide:

- a) the requisite capability building and training required to qualify Authorised Officers; and
- b) transport, uniform, office and deployment accommodation, meals, equipment and personal protective equipment, including any additional required safety equipment.

8.5 RV agrees to have a dedicated system in place that enables Authorised Officers to view, collect and retain relevant information regarding activities undertaken under Part 5 of the *Electricity Industry Act 2000* (Vic) including retention of body worn camera data.

8.6. RV agrees to recruit for additional roles to account for the expected VicGrid inspection workload; however, RV compliance activities will remain the core workload for the base RV footprint. RV and VicGrid will collaborate to resolve any workforce retention issues that may arise with the officers recruited to primarily undertake *Electricity Industry Act 2000* (Vic) activities.

8.7. VicGrid will provide RV with an annual Authorised Officer work program which will be revised and refined monthly to support RV in work program scheduling to avoid bottlenecking during competing reporting periods.

9. CAPABILITY BUILDING

9.1. RV will develop and maintain a level of compliance and enforcement capability for energy compliance activities. Investment as provided under clause 8 is required to ensure RV has sufficient resourcing and capability to meet both its obligations under the MRSDA and the *Petroleum Act 1998* (Vic) and those determined under this agreement to be conducted on behalf of VicGrid.

9.2. RV will oversee Authorised Officer training, safety training (including scenarios) and ongoing skill development required to undertake Compliance Activities.

10. JOINT PROCEDURES

10.1. The Parties will develop joint procedures detailing how collaboration between the Parties will occur. All procedures must be maintained by the Joint Procedure Contacts.

10.2. The procedures will be reviewed as frequently as required. Reviews will be initiated by the Joint Procedure Contacts.

10.3. The procedures will be updated by the Parties as frequently as required. Updates to a procedure will be made through written agreement by the Joint Procedure Contacts. When a procedure requires amendment, the Joint Procedure Contacts are responsible for identifying the required change and informing the Liaison Contacts.

11. PRIVACY

The Parties agree to only use, disclose, store, transfer or handle personal information collected in accordance with this MoU in accordance with applicable Privacy Legislation and where permissible by law as contemplated by the joint procedures.

12. INFORMATION SHARING

12.1. With respect to any information supplied by one Party to the other in connection with this MoU (whether designated as confidential information by the supplying Party or not), each Party agrees to:

- a) protect the confidential information in a reasonable and appropriate manner and in accordance with applicable legislation and professional standards;
- b) use and reproduce confidential information only for the purposes set out in this MoU;
- c) not disclose or otherwise make available confidential information other than, where permitted by law, to its personnel who have a need to know the information to give effect to the purposes set out in this MoU; and
- d) request and supply information through the formal channels and mechanisms created to support this MoU to ensure proper governance and compliance with any Freedom of Information requirements; and
- e) maintain the confidential use, disclosure and security of the confidential information consistent with relevant privacy laws, statutory requirements and any applicable professional standards, including the principles of this MoU.

12.2 With regard to any personal information (as defined in the Privacy Legislation) of landholders, the Parties acknowledge and agree that:

- a) this information will be shared with the relevant Authorised Officer for use only in their capacity as an Authorised Officer, for the purposes of performing their functions under this MoU;

- b) Authorised Officers are subject to the confidentiality requirements in this MoU regarding any such information shared with them;
- c) no personal information of landholders will be shared with RV personnel not directly involved with the operations and functions of an Authorised Officer; and
- d) information received by Authorised Officers will be stored on a server or database to which access for RV personnel is restricted to those directly involved with the operations and functions of an Authorised Officer.

12.3. The Parties must comply with any relevant secrecy or other provisions regulating the use or disclosure of information.

- a) The secrecy provisions within the MRSDA allow the communication of information in connection with the administration of that Act under section 119(2)(b) of the MRSDA.
- b) The administration of legislative regulatory obligations in the MRSDA is considered to include conduct for the purposes of carrying out the objects, functions and statutory requirements of the relevant legislation to minimise the risk of harm presented by resource industries. Administration, under the MRSDA, permits the divulging, communication or publication of information obtained from an authority holder in circumstances where the divulgence, communication or publication was made in connection with the Compliance Activities as legislated by the MRSDA.
- c) According to legislative provisions when acting under VicGrid authority and respective powers, Authorised Officers may share information with VicGrid and RV in the course of those duties. This is unless the information is protected information for the purposes of section 54 of the National Electricity Law, in which case this information can only be shared with VicGrid. According to legislative provisions when acting under RV authority, Authorised Officers may share some information (including with VicGrid) if it is in accordance with the MRSDA secrecy provisions (as per clause 12.2(a) and clause 12.2(b)).
- d) Joint Procedures will include processes for information sharing and referrals between RV and VicGrid Authorised Officers, including those who undertake dual functions, to share and communicate information in accordance with legislation and information sharing requirements.
- e) An offence against the MRSDA section 119(2) may be enforced whereby a person's conduct falls outside of the scope of the exceptions or outside the scope of the administration of the Act.
- f) The secrecy provisions of the *Petroleum Act 1998* (Vic) prohibit anyone other than the Minister from sharing any technical, financial or other information about an authority under the *Petroleum Act 1998*.

- g) The *National Electricity (Victoria) Act 2005* (Vic), the *Electricity Industry Act 2000* (Vic) and MRSDA exist concurrently within their regulatory obligations and are, at times, reliant on the disclosure of certain information to conduct compliance and enforcement activities.
- h) The Parties agree to uphold the principles of this MoU in sharing information, including intelligence and records of engagement.

12.4. Clause 12.1 shall not apply to information which is:

- a) publicly known;
- b) already known to the receiving Party;
- c) permitted by law to be disclosed by either Party to a third party without restriction, or
- d) permitted by law to be disclosed by the Parties subject to restriction or limitation, provided that such restriction or limitation is observed.

13. RESTRICTIONS ON THE SHARING OF INFORMATION

Nothing in this MoU requires either Party to share or disclose information or documents in circumstances where such information sharing or disclosure would:

- a) be contrary to law;
- b) waive legal privilege over such information;
- c) compromise a Party's investigation;
- d) breach need to know provisions, or
- e) not be in the public interest to share or disclose information that relates to matters of state, having regard to the considerations included at section 130 of the *Evidence Act 2008* (Vic).

14. COMMON INTEREST PRIVILEGE

14.1. The Parties acknowledge that:

- a) in the course of their cooperation under this MoU, the Parties may generate or acquire legal advice and other communications subject to legal professional privilege in which both Parties share a common interest (**Privileged Materials**);
- b) a Party may wish to obtain copies of Privileged Materials from or share Privileged Materials with the other Party to assist with the performance of its functions in accordance with this MoU.

14.2. The Parties acknowledge and agree to consider requests to share Privileged Materials with each other in good faith and on a case-by-case basis.

14.3. Where a Party agrees to share Privileged Materials with the other Party, the Parties acknowledge that the Privileged Materials are being provided on a strictly

confidential basis, for a limited purpose, and without any intention to waive legal professional privilege. The Parties acknowledge that they share a common interest in the subject matter of Privileged Materials that are provided, in that the Parties both seek to achieve, and have an interest in, the performance of their respective functions as outlined in this MoU. The Parties intend that any privilege attaching to Privileged Materials is not waived by their disclosure between the Parties, and each Party will take reasonable steps to preserve that privilege, including by claiming privilege over the Privileged Materials where such a claim may be made.

14.4. All requests to share potential Privileged Materials will be submitted via the following contact details for each Party, wherever practicable, or any details nominated by the Party as the relevant contact details for correspondence from time-to-time:

- a) for RV: legal@deeca.vic.gov.au; and
- b) for VicGrid: general.counsel@vicgrid.com.au marked as 'For Attention to the VicGrid General Counsel'.

14.5. Access to the Privileged Materials and any confidential and/or privileged information exchanged in relation to the Privileged Materials will be limited to:

- a) representatives from VicGrid and RV who have been made aware of the strict confidentiality and sensitivity of the Privileged Materials and who have a strict need to know;
- b) internal and external legal advisers, and any counsel retained by the legal advisers or the Parties;
- c) the Minister for Energy and Resources and representatives of the Department of Premier and Cabinet, the Department of Treasury and Finance and the Department of Energy, Environment and Climate Action, in each case only where those persons have a strict need to know and have been made aware of the strict confidentiality and sensitivity of the Privileged Materials, and only where those entities have a common interest with the Parties in the Privileged Materials;
- d) other persons as agreed to in writing by the Parties.

15. OWNERSHIP OF AND RESPONSIBILITY FOR INFORMATION

15.1. All original documents (including written, visual or electronic forms) will remain the property of the originating Party/Parties.

15.2. All Parties retain responsibility for any information in their possession or have come into their possession in the course of undertaking activities under this MoU, and this includes remedial of any information breach.

15.3. Where there has been a disclosure of information in the course of undertaking activities under this MoU, the originating Party will retain responsibility for the confidential and compliant disclosure of that information to the receiving Party.

15.4. In the event of a data breach, intrusion, or inadvertent leak of information, both Parties will endeavour to collaboratively manage consequences arising out of the data breach, intrusion, or inadvertent leak of information.

15.5. For the purposes of clause 15.4, each Party will form part of the other Party's critical incident or crisis response processes and arrangements to the extent necessary to collaboratively manage and respond to any critical incidents or crises that arise out of the data breach, intrusion, or inadvertent leak of information. However, each Party will be responsible for any expectations, processes or arrangements within their own organisations.

16. DISPUTE RESOLUTION

The Parties agree to demonstrably co-operate and use best endeavours to resolve any disputes or disconnects between them. As a first step, the Liaison Contacts will demonstrably attempt to resolve the disputes. Disputes which remain unresolved for 30 days or more and/or require escalation will be referred to the Steering Committee, RV's Chief Executive Officer and VicGrid's Chief Executive Officer or their respective nominees, for joint determination.

17. NON-COMPLIANCE

17.1. The Parties agree that where an Authorised Officer acts beyond their remit under the *Electricity Industry Act 2000* (Vic), the *Petroleum Act 1998* (Vic), the MRSDA, or *Public Administration Act 2004* (Vic) in undertaking activities subject to this MoU, RV will retain responsibility for the disciplinary action of that Authorised Officer. Complaints about Authorised Officers will be received through the DEECA Integrity Unit complaints procedure.

17.2. Where an Authorised Officer is subject to disciplinary action under clause 17.1, RV may consult with VicGrid.

18. REVIEW AND OVERSIGHT

This MoU will be jointly reviewed by the Liaison Contacts as required or otherwise as agreed in writing between the Parties. The Parties are also responsible for meeting as

required on a mutually agreed date to discuss the implementation of this MoU, including the meeting of any Steering Committees.

19. ENTIRE AGREEMENT

This MoU contains the whole of the agreement between the Parties with respect to its subject matter and supersedes any and all other MoUs, representations or statements in relation to its subject matter (Compliance Activities), between the signing Parties, whether oral or in writing prior to the date of this MoU.

20. AMENDMENT, VARIATION OR MODIFICATION

20.1. This MoU may be amended, varied or modified by a further MoU in writing signed by the Parties.

20.2. Notwithstanding the above, any schedules to this MoU may be added, amended, varied or modified by the insertion of one or more new schedules duly signed by the Parties. Any schedules to this MoU may be removed by agreement between the Parties by a note to that effect signed by the parties and appended to this MoU.

21. GENERAL

21.1. Counterparts

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

21.2. Costs and Expenses

Each party will bear its own costs and expenses in relation to negotiation, preparation, execution, delivery and completion of the MoU and any other related documentation.

21.3. Governance Schedule

As per clause 7 of this MoU, each Party's Liaison Contact will administer this MoU and be the Party's primary contact point for this MoU.

The roles, responsibilities and procedures between RV and VicGrid are detailed in the associated Joint Procedures. Key Contacts are nominated within each Joint Procedure for setting schedules for meeting, Joint Procedures reviews and governance under the Joint Procedures, as required.

Joint Procedures will be maintained by the relevant Joint Procedure Contacts.

Executed for VicGrid by the Chief Executive Officer, Alistair Parker:

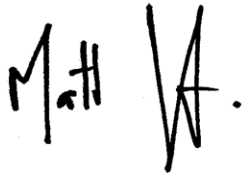
Signature:

A stylized handwritten signature in black ink, consisting of a large loop followed by a horizontal line.

Date: 29 January 2026

Executed for Resources Victoria, Department of Energy, Environment, and Climate Action by the Chief Executive Officer, Matt Vincent:

Signature:

A handwritten signature in black ink, appearing to read 'Matt V.' with a period at the end.

Date: 23 January 2026

JOINT PROCEDURE 1

COMPLIANCE ACTIVITIES

Preamble

A Memorandum of Understanding (**MoU**) is in place between RESOURCES VICTORIA of the DEPARTMENT OF ENERGY ENVIRONMENT AND CLIMATE ACTION (**RV**) and VICGRID BODY CORPORATE (**VicGrid**).

As per clause 10.1 of the MoU, joint procedures are designed to provide enough detail for everyday use at the working-level, however the MoU does not necessarily cover all circumstances. The joint procedures are ancillary documents to the MoU given the MoU provides the overarching governance framework for their use.

The joint procedure is not a legal document, but simply a document that outlines how VicGrid and RV work together, within the roles of each organisation, in conducting Compliance Activities across the energy and resources sector.

As RV proceeds towards implementing a general duties model by 1 July 2027 under the *Mineral Resources (Sustainable Development) Amendment Act 2023* (Vic), the joint procedures around compliance may change. Any changes that impact on Resources Victoria's Authorised Officer work on behalf of VicGrid should be reflected in an updated joint procedure after this date.

Purpose

This joint procedure provides the process for cooperation between RV and VicGrid on Compliance Activities.

Roles

RV is the lead agency for this joint procedure and is responsible for its currency and will consult with VicGrid with respect to any proposed updates or changes.

Resolution of disagreement

The expectations or requirements of operational roles may vary under certain circumstances. Proposed variations will be assessed and agreed on a case-by-case basis, with reference to the Dispute Resolution Clause in the MoU.

Regulatory responsibilities

RV and VicGrid each have statutory responsibilities relating to the regulation of earth resource industries and development of energy resource sites.

For the purpose of this joint procedure, RV is responsible for undertaking Authorised Officer duties on behalf of VicGrid, including compliance and enforcement action, as authorised under the *Electricity Industry Act 2000* (Vic), and any other Act including the *Mineral Resources (Sustainable Development) Act 2023* (Vic) and the *Petroleum Act 1998* (Vic). VicGrid is responsible for undertaking all preparatory activities to facilitate RV deployment and other activities, including but not limited to; stakeholder and community engagement, ensuring personnel safety prior to attendance, and information sharing.

Complaints about Authorised Officers can be made through DEECA's standard public complaints process, which includes options of raising issues through the DEECA Customer Contact Centre or to DEECA's Integrity Unit. DEECA will be responsible for Authorised Officer conduct complaints handling.

Inspections

Objectives

RV is the lead agency for this joint procedure and the activities that will be carried out on behalf of VicGrid accordingly. RV will recruit, train, plan and support staff for operational deployment as authorised officer under the *Electricity Industry Act 2000* (Vic), with support and financing from VicGrid.

VicGrid and RV will uphold the principles of this MoU by mutually sharing information throughout operations, to ensure effective and safe resource allocation including personnel.

The aim of site visits by Authorised Officers under the *Electricity Industry Act 2000* (Vic) is to assist electricity corporations or VicGrid to undertake their required activities under Part 5 of the *Electricity Industry Act 2000* (Vic), including surveys and works. The focus of these roles is to facilitate the work of electricity corporations or VicGrid in providing electricity transmission infrastructure critical to Victoria's energy transition.

Site visits will therefore include co-ordination with staff and/or contractors of AusNet (Western Renewables Link project), and Transmission Company Victoria (for the Victoria / New South Wales Interconnector project) and other electricity corporations as required in the future.

Electricity corporations or VicGrid site teams include team leaders, land liaison officer roles, specialist ecological surveyors, Traditional Owner corporations' cultural heritage assessors, and security personnel.

Initiation

VicGrid will provide initial briefings (written or verbal, as appropriate) to RV Chief Inspector 8 weeks prior to requested deployment date and further detailed briefing information 14 days prior to Authorised Officer site attendance. Briefings will include VicGrid and electricity corporations preparatory engagement and identified risks which have been established prior to inspection. RV and electricity corporations must work together in relation to any operational health and safety matters.

VicGrid is responsible for demonstrating adequate engagement with market operators, landowners, Victoria Police and other stakeholders prior to Authorised Officer attendance.

Cancellation of proposed deployment (e.g. if voluntary access is agreed, or due to emerging safety considerations) will be notified to RV and VicGrid by the party initiating the cancellation as soon as possible.

Post-inspection

RV will provide debriefs (written or verbal, as appropriate) to VicGrid managers 5 days following inspection report submission. RV will uphold the principles of the MoU and joint procedure in sharing information to support VicGrid's objectives.

Where there has been an alleged offence under the *Electricity Industry Act 2000* (Vic), RV will liaise with VicGrid on possible actions, including initiation of prosecution proceedings. Decisions to initiate prosecutions will be made by the Steering Committee and in accordance with Agriculture Victoria's Prosecutions Policy. The Steering Committee will provide approval and, where necessary, direction to Agriculture Victoria to enable it to initiate prosecution proceedings in respect of any alleged offence under the *Electricity Industry Act 2000* (Vic).

Governance relating to inspections

In performing functions on VicGrid's behalf, Authorised Officers will act within scope of their instruction from RV regional managers and the Chief Inspector. All instructions will be

documented and agreed upon by RV and VicGrid prior to deployment.

In the scope of their duties, Authorised Officers may be required to produce affidavits on land access activities undertaken to support an application to a Magistrate's Court for entry orders. Authorised Officers may attend the Magistrates Court to present their affidavits on land access activities. Authorised Officers may also be required to produce and compile evidence as part of any criminal prosecution proceedings for relevant offences under the *Electricity Industry Act 2000* (Vic).

RV and VicGrid may decide to undertake inspections with VicGrid officers present on energy resources sites if agreed by the Chief Inspector, or if planned and agreed upon at joint procedure meetings. This may assist in knowledge sharing between organisations and lead to better coordinated site-based management strategies, compliance, remedial and enforcement work. Joint inspections will also allow for achievement of goals in common regulatory areas. Joint inspections may be planned and agreed at the joint procedure meeting.

The Joint Procedure Contacts (clause 6.2 of the MoU) from RV and VicGrid are responsible for developing a list of energy resources sites which may be triaged by priority. This list will be discussed, updated and circulated after each joint procedure meeting.

Approach to legislative and regulatory non-compliance

Where a non-compliance with the relevant legislation by landowners and occupiers is detected, VicGrid and RV will consult with each other and propose an appropriate regulatory response. This may require RV and VicGrid to coordinate court applications, further site attendance, clear public messaging, as well as communications with all relevant stakeholders.

Joint Procedure Contact Persons

RV	Chief Inspector
VicGrid	Director, Emergency Management Establishment

Joint Procedure Meeting

The Joint Procedure Contacts will meet a minimum of once every 6 months, or at a higher agreed frequency as required. This meeting will be to discuss any items of shared interest including:

- whether the joint procedure remains current and accurate, and what amendments are required
- areas of statewide and regional cooperation, including priorities and any workshops/training on emerging or critical issues
- the Priority Site List including updates and currency
- any other items of shared interest

The Joint Procedure Contacts are responsible for organising this meeting.

Joint Procedure Review

This Joint Procedure may be updated at any time by written agreement of the Joint Procedure Contact Persons.

SCHEDULE 1

AUTHORISED OFFICER STEERING COMMITTEE

Responsibilities

The Steering Committee is responsible for:

- ensuring that the operation of the Authorised Officer function meets the requirements of the Part 5 of the *Electricity Industry Act 2000* (Vic) and government policy;
- addressing and balancing the needs of VicGrid, RV, and electricity corporations in relation to the Authorised Officer function;
- monitoring and reviewing operation of the Authorised Officer function;
- reviewing and approving joint policies, protocols and procedures for the Authorised Officer function;
- high level planning and scheduling of deployment of Authorised Officer resources;
- assessing the adequacy of Authorised Officer resourcing;
- ensuring risks are identified and managed appropriately; and
- considering stakeholder engagement and communication aspects of the Authorised Officer function as appropriate.

Meeting agenda and minutes

A meeting agenda will be prepared that clearly outlines all items to be presented, including previous minutes, outstanding actions and any decisions that need to be made.

The meeting agenda along with all relevant attachments will be provided to Steering Committee members 3 days prior to the meeting.

VicGrid will take minutes which detail decisions made, and any actions arising and will be distributed to Steering Committee members 5 days after the meeting.

The Steering Committee will endorse the minutes from the meeting.

Meeting frequency

The Steering Committee will meet monthly or more frequently as required.

Quorum

A quorum for any decisions made by Steering Committee will consist of a minimum of VicGrid and RV Senior Responsible Owners.

Review period

The terms of reference and membership of the Steering Committee will be reviewed for effectiveness by the Senior Responsible Owners every 6 months and revised if required.

Membership

Role	Responsibilities	Member
Senior Responsible Owners Relevant VicGrid Director and Resources Victoria Chief Inspector	Chair project board meetings (rotating) Make final decision if agreement cannot be reached by steering committee members Monitor project progress and ensure risks and issues are managed	Lisa Opray, Director Emergency Management Establishment, VicGrid Renee Palmer, Chief Inspector, Resources Victoria
Committee Member	Contribute to decision making. Monitor project progress. Ensure risks and issues are managed.	As needed.
Committee Member Western Renewable Link	Communicate project needs Contribute to decision making Monitor project progress Ensure risks and issues are managed	Damien Van Dyke
Committee Member VNI West	Communicate project needs Contribute to decision making Monitor project progress Ensure risks and issues are managed	Mick Douge
Committee Member Gippsland Offshore Wind	Communicate project needs Contribute to decision making Monitor project progress Ensure risks and issues are managed	Adrian Furner
Secretariat VicGrid Policy/Project Manager	Organise meetings and prepare agenda. Document minutes and actions. Distribute documents for meetings.	VicGrid