

# INTERGOVERNMENTAL AGREEMENT ON HEAVY VEHICLE REGULATORY REFORM

Council of  
Australian  
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
  - The State of New South Wales
  - The State of Victoria
  - The State of Queensland
  - The State of Western Australia
  - The State of South Australia
  - The State of Tasmania
  - The Australian Capital Territory
  - The Northern Territory of Australia

An agreement to establish a national system of regulation for all heavy vehicles over 4.5 tonnes, consisting of uniform laws administered by a single national regulator.

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# Intergovernmental Agreement on Heavy Vehicle Regulatory Reform

## RECITALS

1. Heavy vehicle regulatory reform is identified as a competition reform priority in the [National Partnership Agreement to Deliver a Seamless National Economy](#) and this Intergovernmental Agreement (the Agreement) should be read in conjunction with that agreement and subsidiary schedules.
2. The Parties to this Agreement agreed in 2009 to establish national systems for heavy vehicles, rail safety and commercial vessel safety that are aimed at improved safety and reduced costs and regulatory burden for Australian transport companies as well as reduced costs of exports and trade.
3. The Parties agreed on 25 February 2010 that national legislation regulating all vehicles over 4.5 tonnes, and establishing a National Heavy Vehicle Regulator (NHVR), will be established under legislation of the Queensland Parliament, with each state and territory passing enabling legislation to give effect to the legislation as passed in the Queensland parliament.
4. In entering this Agreement, the Commonwealth and the States and Territories recognise that they have a mutual interest in improving outcomes in heavy vehicle regulation and need to work together to achieve those outcomes. This Agreement sets out the principles and processes to implement the Parties' decision to deliver a national heavy vehicle regulatory system for vehicles over 4.5 tonnes.

## PART 1 — OPERATIVE PROVISIONS

### Parties

5. This Intergovernmental Agreement (the "Agreement") is between the Commonwealth of Australia (the "Commonwealth") and the States and Territories.

### Term

6. This Agreement will commence as soon as the Agreement is signed by the Parties and will expire on 31 December 2013, unless terminated earlier or extended as agreed in writing by the Parties.

### Enforceability

7. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

## Delegations

8. The relevant Standing Council responsible for heavy vehicle regulation is authorised to agree and change any Schedule attached to this Agreement that does not pertain to funding arrangements as per the voting arrangements specified in Schedule C (Role and Procedural Arrangements of the Standing Council).

## Interpretation

9. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
  - a) *Gross Vehicle Mass* of a vehicle means the maximum loaded mass of the vehicle:
    - i. as specified by the vehicle's manufacturer on an identification plate on the vehicle, or
    - ii. as specified by the relevant registration authority if:
      1. a mass is not specified by the vehicle's manufacturer on an identification plate on the vehicle; or
      2. a mass so specified on an identification plate is no longer appropriate because the vehicle has been modified.
  - b) *Heavy Vehicle* means a vehicle that has a Gross Vehicle Mass greater than 4.5 tonnes.
  - c) *Local Productivity Initiative* means local regulation or operational practice that departs from national laws, policies or operational practice to allow a more productive, efficient or sustainable means of carrying out the freight task where local conditions enable this to occur without:
    - i. compromising local safety or asset protection demands due to the reduced level of risk presented by local conditions; or
    - ii. impacting on the national achievement of improved safety or regulatory outcomes.
  - d) *Standing Council* means the relevant council established under the Council of Australian Governments to consider transport matters, currently the Standing Council on Transport and Infrastructure, or its successor, but constituted so that it consists of only one Minister for each Party to this Agreement when dealing with matters with which this Agreement or the National System are concerned.
  - e) *National Law* means the legislation and regulations establishing and governing the operation of heavy vehicles and establishing the NHVR that is enacted in the Queensland Parliament and adopted by template or reference (as distinct from model) by the remaining States and Territories as the law of their parliaments, as amended from time to time.
  - f) *NHVR (National Heavy Vehicle Regulator)* means the independent body established by the National Law to administer that law.
  - g) *National System* means the National Law, the NHVR and the supporting administration, structures and systems that enable their operation.

## PART 2 — OBJECTIVES

### Objectives

10. Through this Agreement, the Parties commit to the objectives of:
  - a) seamless national regulation of heavy vehicles that achieves the same outcome in the same circumstances; and
  - b) consistent and streamlined administration and service provision for the regulation of heavy vehicles.

### Outcomes

11. The Agreement will contribute to the following outcomes for the heavy vehicle industry:
  - a) removal of inefficiencies from inconsistent jurisdictional requirements;
  - b) lessened regulatory burden and a reduction in the costs of compliance; and
  - c) enhanced safety, productivity and efficiency.

### Outputs

12. The objectives and outcomes of this Agreement will be achieved by delivering:
  - a) the National Law as further specified in Part 3 (National System) and Schedule A (National Law) of this Agreement;
  - b) an independent NHVR that administers the National Law in each State and Territory as further specified in Part 3 (National System) and Schedule B (National Heavy Vehicle Regulator arrangements) of this Agreement;
  - c) agreed national standards for the delivery of heavy vehicle regulatory services and activities as further specified in Part 3 (National System); and
  - d) service level agreements between the NHVR and each State and Territory to deliver heavy vehicle regulatory services and activities to support the implementation of the National System as further described in Part 3 (National System) and Schedule B (National Heavy Vehicle Regulator arrangements).

## PART 3 — NATIONAL SYSTEM

13. The Parties agree to work co-operatively to create the National System, including any changes to Commonwealth, State and Territory laws and administrative arrangements that are necessary to facilitate this.
14. Each Party will use their best endeavours to secure through their respective parliaments, legislation that provides that their existing heavy vehicle legislation is repealed.

### National Law

15. The Parties agree that the National Law and any subsequent amendments will be agreed by the Standing Council as per the arrangements specified in Schedule C (Role and Procedural Arrangements of the Standing Council).

16. The Parties agree that the National Law will be enacted in the Queensland Parliament and will be adopted by the other States and Territories as legislation of the parliaments of those states and territories in accordance with the timeframes outlined in Part 5 (Performance monitoring and reporting).
17. To ensure nationally agreed outcomes are achieved, the Parties agree that no Party will submit to their parliaments any legislation that will alter, amend, repeal or otherwise change the National Law, without prior agreement of the Standing Council.
18. As road transport and heavy vehicle reforms progress, amendments and additions to the National Law may be enacted consistent with the process and arrangements in this Agreement, or as otherwise agreed by the Standing Council.

### **Productivity initiatives**

19. The Parties agree that the National Law will include mechanisms for maintaining existing local productivity initiatives.
20. The Parties agree that under the National Law, the NHVR will make decisions on the granting of future administrative productivity initiatives based on national guidelines approved by the Standing Council. Further the NHVR will, on an annual basis, review decisions made on productivity initiatives for possible national applicability.

### **Heavy Vehicle driver licensing and competencies**

21. Understanding that all States and Territories are cooperating to work towards producing a single, physical heavy vehicle driver licence and a consistent approach to heavy vehicle driver competency and testing standards and heavy vehicle driver training school recognition, the Parties agree that the outcomes of that work be included within the ambit of the National Law.

### **National Regulator**

22. The Parties agree that the National Heavy Vehicle Regulator (NHVR) will be an independent body established under the National Law and governed by a Board that will operate in accordance with that law.

### **Asset owners**

23. The Parties agree that access to the road network remains the decision of the asset owner. Each State and Territory will continue to be responsible for the management of its road network and for deciding limits on road networks. In this regard, all Parties agree that:
  - a) decisions on access will be made having regard to national guidelines approved by the Standing Council;
  - b) the NHVR will manage the access application process and will issue the decision to an applicant for access;
  - c) they will work cooperatively with local governments and the NHVR to ensure consistency in access decisions is achieved within their own jurisdictions and more broadly, in the operation of the national system;
  - d) if access, whether or not subject to conditions, is allowed for the use of a vehicle or class of vehicle, it is intended that the same access will apply in like situations throughout Australia; and

- e) the NHVR will, on an annual basis, review access decisions made by asset owners for consistency and possible national applicability.

## National standards for regulatory services and activities

- 24. The Parties agree that the Standing Council will work collaboratively to develop and agree national standards for the delivery of regulatory activities and services as per the timeframes outlined in Part 5 (Performance monitoring and reporting).

## Service level agreements

- 25. The Parties agree that the NHVR may, through a service level agreement with an individual State or Territory, agree for a State or Territory agency or third party to deliver regulatory services and activities that fall within the scope, role and functions of the NHVR.
- 26. The Parties agree that the service level agreements agreed between the NHVR and each State or Territory agency will uphold the objectives and outcomes of this Agreement and will achieve the national standards to be agreed as per paragraph 12 and 24 through a flexible approach that considers the risk and operational context of each jurisdiction.

## PART 4 — ROLES AND RESPONSIBILITIES

- 27. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below and in the Schedules to this Agreement.
- 28. The Standing Council has overall responsibility for implementing the National System and will undertake its responsibilities, in accordance with the procedural arrangements outlined in Schedule C (Role and Procedural Arrangements of the Standing Council).

### Role of the Commonwealth

- 29. The Commonwealth will, in accordance with Part 5 (Performance monitoring and reporting) of this Agreement:
  - a) repeal and make any necessary consequential amendments to Commonwealth legislation to implement the National System or this Agreement, and
  - b) not submit a Bill, Bills or Regulations to its legislature which would be inconsistent with, or alter the effect of, the legislation to implement the National System or this Agreement without prior agreement of the Standing Council.

### Role of Queensland

- 30. The State of Queensland will in accordance with Part 5 (Performance monitoring and reporting) of this Agreement:
  - a) as host of the National Law:
    - i. enact the National Law agreed by the Standing Council,
    - ii. advise Parties to this Agreement as soon as possible of any reason/issues/impediments that would affect/detract from/alter its role, and
    - iii. undertake functions as required by the National Law;

- b) ensure any necessary consequential amendments (including repeal) are made to other legislation in the jurisdiction;
- c) not submit a Bill, Bills or Regulations to its legislature for the purpose of departing from, altering the effect of, or repealing the legislation to implement the National System or this Agreement without prior agreement of the Standing Council;
- d) enter into a service level agreement with the NHVR to deliver heavy vehicle regulatory services; and
- e) agree to provide such information as necessary to support the establishment and operation of the National System.

## **Role of the States and Territories**

31. Each State and Territory, except for the State of Queensland whose role is specified in paragraph 30, will in accordance with Part 5 (Performance monitoring and reporting) of this Agreement:
- a) ensure the National Law, as enacted by the State of Queensland, is effectively applied as law in their own jurisdictions;
  - b) ensure that any necessary consequential amendments (including repeal) are made to other legislation in the jurisdiction;
  - c) not submit a Bill, Bills or Regulations to their legislature for the purpose of departing from, altering the effect of, or repealing the legislation to implement the National System or this Agreement without prior agreement of the Standing Council;
  - d) enter into a service level agreement with the NHVR to deliver heavy vehicle regulatory services; and
  - e) agree to provide such information as necessary to support the establishment and operation of the National System.

## **Implementation arrangements**

32. The Parties agreed to establish a Project Office, led by a Project Director, to manage the establishment of the NHVR and support the development and adoption of the National Law.
33. The Project Director will support the Parties to achieve the project milestones set out in Part 5 (Performance Monitoring and Reporting) and will ensure that Project Office's work schedule, deliverable and timeframes are met.
34. The Project Office and the position of the Project Director will be disbanded at 30 June 2013 or at another time as agreed by the Standing Council.



## PART 5 — PERFORMANCE MONITORING AND REPORTING

35. The Parties agree to meet the following implementation milestones:

Output	Performance indicator	Responsibility
National Law adopted by all States and Territories	National Law introduced into Queensland Parliament by end <b>October 2011</b>	Queensland
	States and Territories draft complementary legislation by end <b>March 2012</b>	States and Territories (except Queensland)
	National Law passed by Queensland Parliament by end <b>March 2012</b>	Queensland
	States and Territories introduce and pass enabling legislation by <b>July 2012</b> (if possible) but no later than <b>end October 2012</b>	States and Territories (except Queensland)
	Commonwealth introduces legislation to cease new registrations under the Federal Interstate Registration Scheme and to repeal the scheme following passage of enabling legislation by State and Territories (anticipated by late <b>2012</b> )	Commonwealth
NHVR established	NHVR established by <b>July 2012</b> (if possible) but no later than <b>December 2012</b>	All Parties
	NHVR fully operational by <b>31 December 2012</b>	All Parties
Agreed national standards developed and implemented	National standards agreed by <b>end June 2012</b>	States and Territories
Service level agreements developed	Framework for service level agreements developed that includes key performance indicators for the NHVR and jurisdictions finalised by <b>August 2011</b>	States and Territories
	NHVR establishes service level agreements with each State and Territory by <b>31 December 2012</b>	States and Territories

### Reporting arrangements

36. States and Territories will report to the Standing Council against the agreed performance indicators twice a year for the duration of this Agreement.

## PART 6 — FINANCIAL RESPONSIBILITIES

### Establishment costs

37. The Parties agree that the NHVR establishment costs are limited to those requirements essential to establishing the NHVR corporation and providing basic information technology (IT) system functionality for the NHVR to operate in an effective manner.

38. The Parties agree that the Commonwealth will fund the establishment costs for the NHVR. Payment will be made in accordance with a Project Agreement to be entered into between the Commonwealth and the State of Queensland.

### Transitional costs

39. The Parties agree that costs to transition to the national heavy vehicle law and associated requirements will be borne by the States and Territories.

40. The Parties agree that costs to integrate States and Territories IT systems and data to NHVR IT systems will be subject to full cost recovery from registered operators.

## **On-going costs**

41. The Parties agree that all on-going NHVR costs will be subject to full cost recovery from registered operators through the heavy vehicle registration charge or other direct recovery fees (eg permit application fees).
42. The Parties agree that there will be one set of national registration charges for heavy vehicles approved by the Standing Council. These charges comprise a charge for base regulatory services (including enforcement) and a charge for recovery of road costs.
43. The Parties agree that the initial budget of the NHVR will be subject to the approval of the Standing Council and that any variations to the budget from year to year, other than indexation, will need to be approved by the Standing Council.
44. The Parties agree that the States and Territories will have ownership of the roads component (based on home garaging address). The NHVR will have ownership of the regulatory component and will make payments to the States and Territories for the delivery of services.
45. The Parties agree that, where desired and in agreement with the NHVR, a State or Territory can purchase additional regulatory services from the NHVR that fall within the scope, role and functions of the NHVR, over and above any functions funded through national cost recovery from industry, and that these additional regulatory services may increase that jurisdiction's costs above its base costs of regulation.
46. The Parties agree that the charging and funding arrangements would be subject to review as part of any future decision to proceed with the reform of heavy vehicle charging and funding arrangements that might arise from consideration of the COAG Road Reform Plan Feasibility Study and subsequent Regulation Impact Statement.
47. The Parties agree that a one-off stamp duty exemption will apply to existing heavy vehicle registrations transferred from the Federal Interstate Registration Scheme to the new national registration scheme.

## **PART 7 — GOVERNANCE ARRANGEMENTS**

### **Dispute resolution**

48. Any Party may give notice to other Parties of a dispute under this Agreement.
49. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
50. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the Standing Council.
51. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to the Council of Australian Governments for consideration.

### **Review of the Agreement**

52. The Agreement will be reviewed by 30 June 2013 with regard to progress made by the Parties in respect of achieving the agreed outcomes.

## **Variation of the Agreement**

53. The Agreement may be amended at any time by agreement in writing by all the Parties.
54. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.
55. The Parties have confirmed their commitment to this Agreement as follows:

**Signed for and on behalf of the Commonwealth of Australia by**

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**The Honourable Julia Gillard MP**

Prime Minister of the Commonwealth of Australia

19 August 2011

**Signed for and on behalf of the State of New South Wales by**

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**The Honourable Barry O'Farrell MP**

Premier of the State of New South Wales

19 August 2011

**Signed for and on behalf of the State of Queensland by**

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**The Honourable Anna Bligh MP**

Premier of the State of Queensland

19 August 2011

**Signed for and on behalf of the State of South Australia by**

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**The Honourable Mike Rann MP**

Premier of the State of South Australia

19 August 2011

**Signed for and on behalf of the Australian Capital Territory by**

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**Ms Katy Gallagher MLA**

Chief Minister of the Australian Capital Territory

19 August 2011

**Signed for and on behalf of the State of Victoria by**

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**The Honourable Ted Baillieu MLA**

Premier of the State of Victoria

19 August 2011

**Signed for and on behalf of the State of Western Australia by**

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**The Honourable Colin Barnett MLA**

Premier of the State of Western Australia

**Signed for and on behalf of the State of Tasmania by**

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**The Honourable Lara Giddings MP**

Premier of the State of Tasmania

19 August 2011

**Signed for and on behalf of the Northern Territory by**

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**The Honourable Paul Henderson MLA**

Chief Minister of the Northern Territory of Australia

19 August 2011

# National Law

## INTERGOVERNMENTAL AGREEMENT ON HEAVY VEHICLE REGULATION REFORM

### DEVELOPING THE NATIONAL LAW

- A1 The National Law and any subsequent amendments will be agreed by the Ministerial Council as per the arrangements specified in Schedule C (Role and Procedural Arrangements of the Standing Council).
- A2 The National Law will be developed in accordance with the provisions of the Council of Australian Governments' Best Practice Regulation – A Guide for Standing Councils and National Standard Setting Bodies.

### COVERAGE OF THE NATIONAL LAW

- A3 The National Law will cover the following existing national model legislation or policies as approved by the Standing Council:
  - a) registration
  - b) heavy vehicle registration charges
  - c) vehicle standards
  - d) mass and loading
  - e) oversize and overmass vehicle standards
  - f) restricted access vehicles
  - g) alternative compliance schemes
  - h) higher mass limits
  - i) concessional mass limits
  - j) mass, dimension and load restraint
  - k) compliance and enforcement (including chain of responsibility)
  - l) driver fatigue
  - m) speeding compliance, and
  - n) the Intelligent Access Program.



# National Heavy Vehicle Regulator Arrangements

## INTERGOVERNMENTAL AGREEMENT ON HEAVY VEHICLE REGULATION REFORM

### OBJECTIVES

- B1 The NHVR will be an independent body established under National Law in order to:
- a) administer a seamless, national, uniform and coordinated system of heavy vehicle regulation
  - b) deliver excellent, professional, consistent, streamlined and efficient regulatory, compliance and enforcement and business services nationally while preserving flexibility and responsiveness
  - c) provide world-class economic, efficiency, safety and sustainability outcomes for the heavy vehicle industry
  - d) minimise the legal, administrative, regulatory and compliance burdens on the heavy vehicle industry
  - e) ensure improved industry understanding of, and compliance with, national regulation through effective and targeted industry liaison, education and enforcement activities, and
  - f) ensure rigorous and informed analysis of regulation and regulatory outcomes through evidence-based activities and effective government and industry collaboration to contribute to the ongoing development of national heavy vehicle policy and practice.

### ROLE

- B2 The NHVR will support and enhance industry productivity, economic efficiency and safety by:
- a) administering the body of national heavy vehicle laws and perform the functions and responsibilities conferred/imposed on it by those laws
  - b) establishing and maintaining nationally consistent business systems and procedures to support the delivery of regulatory services and activities
  - c) delivering transparent and accountable regulatory activities consistent with its legislative responsibilities
  - d) establishing and maintaining effective reporting procedures as required by relevant legislation and/or this Agreement
  - e) establishing and maintaining information and intelligence collection, sharing and analysis arrangements with and between governments to enable reliable, valid and meaningful analysis of national heavy vehicle operations and regulation

- f) establishing and implementing industry liaison, consultation and engagement frameworks that support ongoing regulatory reform, improved safety outcomes, increased efficiency and stronger industry compliance
- g) developing and implementing educational strategies and programs for both industry and government agency service providers to ensure national regulation, operational policies and service standards are understood, consistently implemented and complied with
- h) developing national operational policies, procedures and guidelines, including decision-making frameworks, that support consistent achievement of legislated objectives and activities, and
- i) achieving improved safety outcomes through nationally focussed and consistent compliance and enforcement and other regulatory activities, promoting uptake of new vehicle safety technologies and establishing a reliable and credible body of heavy vehicle safety and compliance data that can inform ongoing policy and activities.

## FUNCTIONS

B3 In administering the National Law, the NHVR will:

- a) carry out the functions of the heavy vehicle registrar
- b) collect and receipt monies in accordance with all relevant legislation (including for example, registration and licensing fees, fines, inspection fees etc)
- c) distribute receipted monies back to state and territory agencies according to the approach agreed under this Agreement
- d) report as required by relevant legislation and this Agreement to bodies such as the Standing Council and parliaments
- e) provide regulatory (including enforcement) and administrative services to cover operating requirements, including through purchasing services from jurisdictions through service level agreements
- f) enforce the legislation it administers in accordance with its role established in the National Law
- g) develop, implement and administer agreed national functions and operational policies in consultation with jurisdictions (including decision-making frameworks, compliance and enforcement strategies and chain-of-responsibility activities) to support administration of the National Law
- h) make decisions under legislation (including as delegated to State and Territory agencies) in areas such as vehicle standards
- i) manage delegations and supporting policies and procedures that will ensure consistent administration of regulation
- j) manage processes for, and make decisions as required by relevant legislation on, matters such as the Performance Based Standards Review Panel, the National Heavy Vehicle Accreditation Scheme and the Fatigue Authorities Panel (or their equivalents) and the Intelligent Access Program



- k) provide a central business, information and contact point (a 'one-stop-shop') for heavy vehicle owners, operators and drivers seeking regulatory services, including applications, registration and the like
- l) obtain asset owners' decisions on applications for access
- m) undertake or promote research, analysis and evaluation of national heavy vehicle data and trends to inform and coordinate regulation activities and establish best practice models
- n) participate in national heavy vehicle policy and regulation development through agreed processes (and as established in this Agreement and/or the National Law)
- o) provide ongoing review of its own activities (including those provided under service level agreements) to ensure ongoing relevance of its activities and match with objectives
- p) work with and across state and territory agencies such as police forces, workcover authorities and the like to ensure heavy vehicle enforcement activities are consistent and aligned with jurisdictional policies
- q) work actively with and across industry to ensure wide understanding of the NHVR role and heavy vehicle regulation and regulatory activities. Seek industry response and input to ongoing national operational policy development and reform. Provide information and advice to support the development of industry initiatives such as codes of practices to encourage industry involvement and responsibility
- r) monitor and report on the operation of the National Law, including compliance and enforcement activities and outcomes to ensure relevance of those laws and activities
- s) establish and implement standardised and consistent heavy vehicle business processes, administration and operations across all heavy vehicle regulatory services and service providers
- t) manage, monitor, evaluate and report on the implementation of 'local productivity variations' under the relevant legislation (noting that existing approved productivity decisions are retained) and assess and advise on the merits of their extension nationally to the Standing Council on an annual basis
- u) employ sound internal financial and operational management mechanisms that will ensure outcomes are delivered within an approved budget, while exercising duty of care for both its staff and customers, as well as internal monitoring and review to manage risks, and
- v) assist and support other regulatory agencies as appropriate.

## STRUCTURE AND GOVERNANCE

### Governing Board

B4 The NHVR will be governed by a Board appointed by, and accountable to, the Standing Council for the operations and performance of the NHVR.

### Board roles and responsibilities

B5 The Board will act in the best interests of the NHVR, consistent with its purpose and legislation. Its responsibilities include:

- a) appointing (and removing) the Chief Executive Officer (CEO)

- b) providing strategic and operational direction to the CEO
- c) annual reporting, development of an annual corporate plan and budget and establishment of performance indicators for the organisation
- d) accountability to the Standing Council for meeting agreed outcomes established in the corporate plan
- e) the fiduciary duty to act in the best interests of the organisation consistent with its purpose
- f) meeting as necessary with the Minister of each Party or his or her representative
- g) establishing (and meeting regularly with) an Operational Advisory Group of government road, traffic and enforcement agency representatives who will provide advice on national operational policy and service delivery standards and arrangements, and
- h) establishing regular consultative arrangements with the heavy vehicle and freight industries and other stakeholders across the range of its interests and NHVR activities as necessary.

B6 The NHVR Board will have the power to delegate its functions and powers.

B7 The NHVR Board will report annually to the Standing Council on the implementation of agreed policy and NHVR objectives.

#### **Board appointment and structure**

B8 The following arrangements are agreed for the NHVR Board structure:

- a) skills-based governing board membership
- b) a membership of five persons
- c) a Chair and a Deputy Chair to be appointed from that membership
- d) membership will be part-time
- e) terms of appointment of three years
- f) remuneration will be determined by the Standing Council which will have regard to relevant rates (if any) published by the Commonwealth Remuneration Tribunal, and
- g) the CEO of the NHVR will sit on the Board as an observer.

#### **Standing Council roles and responsibilities**

B9 The role and responsibilities of the Standing Council are outlined at Schedule C (Role and Procedural Arrangements of the Standing Council).

#### **Role of State and Territory Ministers**

B10 The Parties agree that the direction making powers of ministers will be established in the National Law and will enable the relevant State or Territory Minister to:

- a) refer matters to the NHVR for advice and action, subject to consistency with national operational policy, the content of service level agreements and the jurisdiction meeting any additional costs not provided for in the service level agreement

- b) request a meeting with the NHVR to seek advice on, discuss or understand local issues in his/her jurisdiction, and
- c) request information on the application and administration of the National Law in the NHVR's decision-making processes.

## ACCOUNTABILITY

- B11 The primary accountabilities of the NHVR will relate to delivering improved safety, reducing regulatory burdens, improving service delivery through a streamlined regulatory framework and the enforcement of law.
- B12 The NHVR will be an independent government authority. The regular dialogue between the NHVR, including its Board and CEO, and State and Territory officials are not directive in nature and place the NHVR under no obligation to respond to any issues raised in a particular way.
- B13 Each year the NHVR will prepare a rolling three year Corporate Plan for the Standing Council's consideration to be updated and reported on annually. The annual report must include any information required by the Standing Council.
- B14 If the NHVR becomes aware that a Party to this Agreement is acting inconsistently with a provision of this Agreement, the NHVR must provide a report to the Standing Council outlining the inconsistency as soon as practicable.

## ARRANGEMENTS FOR DELIVERING REGULATORY SERVICES AND ACTIVITIES

- B15 Where the NHVR undertakes a function, it may do so:
  - a) by itself
  - b) in cooperation with others, or
  - c) by arranging for another person to do so on its behalf, where a 'person' includes a private sector organisation, an administration or an officer of an administration of the Commonwealth, State or Territory.
- B16 Where the NHVR makes arrangements for a State or Territory agency or officer to deliver regulatory services or activities within the scope, role or functions of the NHVR, these arrangements must be agreed with the relevant State or Territory and take the form of a service level agreement.
- B17 Service level agreements and the framework in which they are developed must support the objectives, outcomes and outputs of this Agreement and be consistent with the national standards to be developed as per paragraph 12 and 24 of this Agreement.
- B18 In the interests of achieving national consistency and to ensure industry is informed of its regulatory compliance requirements, States and Territories will agree with the NHVR, an annual enforcement plan that will form part of the service level agreements that will be publicly available.



## Schedule C

# Role and Procedural Arrangements of the Standing Council

## INTERGOVERNMENTAL AGREEMENT ON HEAVY VEHICLE REGULATION REFORM

### ROLE OF THE STANDING COUNCIL

- <sup>c</sup>  
C1 The Standing Council will:
- a) provide national, strategic guidance and decision making on the reforms as specified in this Agreement
  - b) agree the National Law, including provisions to establish the NHVR, prior to it being introduced into Queensland Parliament
  - c) fulfil the dispute resolution function as per paragraphs 48 to 51 of this Agreement
  - d) report to the Council of Australian Governments on progress in implementing the National System
  - e) agree all NHVR Board members (including the roles of Chair and Deputy Chair) and agree to their appointment in accordance with the National Law and the procedural arrangements (Appointment procedures are at Clause C 3) , and
  - f) approve the NHVR budget, as appropriate, and corporate plan (including any associated risk management plan and identified performance benchmarks), and direct any revisions as appropriate
- C2 The Standing Council may:
- a) in the event of incapacity, incompetence or misbehaviour, agree to remove Board members in accordance with the National Law and the procedural arrangements
  - b) notify the Board of its views on the strategic direction of the NHVR and provide direction to it on the manner in which it performs its functions;
  - c) notify the Board of its policy objectives (ie. clarifying policy intent)
  - d) direct the NHVR to provide information on the performance of its functions, in addition to what would normally be included in the annual report, including providing individual ministers with information about the manner in which the NHVR performs its operations within his/her jurisdiction
  - e) direct the NHVR to provide advice on a particular regulatory issue following relevant consultation, and
  - f) direct the NHVR to provide its advice, within its limits of responsibility, on matters of a significant national nature.

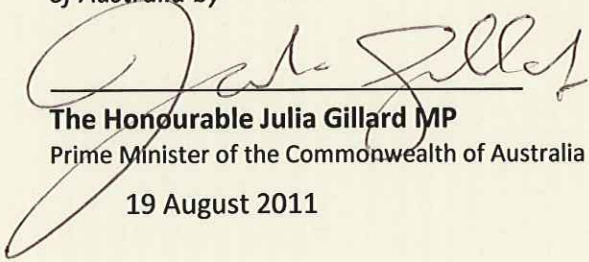
## VOTING ARRANGEMENTS

- C3 The Standing Council voting arrangements, as amended from time to time, apply to general matters pertaining to this Agreement, except as detailed in this schedule.
- C4 A vote on the National Law, including the NHVR provisions, and any proposed amendments to it, will be carried upon the unanimous agreement of Ministers.

## APPOINTMENT OF DIRECTORS OF THE NHVR BOARD


- C5 The arrangements for appointment of Board members will be as follows:
- a) the Queensland Minister (as host Minister) will write inviting Ministers to nominate candidates as Directors, Chair and Deputy Chair of the Board, as vacancies arise from time to time
  - b) if a Minister does not respond within 36 days of the date of the written invitation, the nomination period is closed, and the Minister will be taken not to have made a nomination
  - c) within 36 days of the close of nominations, or such other period unanimously agreed by Ministers, all the nominations will be submitted to the Standing Council for a vote on whether to recommend a nominee for appointment as a Director, Chair or Deputy Chair, with a recommendation to appoint a nominee or to remove a Director, Chair or Deputy Chair carried upon unanimous agreement of Ministers
  - d) Ministers in determining whether to recommend nominees for appointment will ensure that a nominee's skills and expertise are commensurate with the requirements of the NHVR and the National Law and that there is an appropriate balance of skills and expertise
  - e) the Queensland Minister, in accordance with a nomination of the Standing Council, will formally appoint Board members, a Chair and Deputy Chair to the NHVR Board, and
  - f) the Queensland Minister, in accordance with a nomination of the Standing Council, will only have the power to remove Directors for incapacity, incompetence or misbehaviour.

Signed for and on behalf of the Commonwealth of Australia by




**The Honourable Julia Gillard MP**  
Prime Minister of the Commonwealth of Australia  
19 August 2011

Signed for and on behalf of the State of New South Wales by



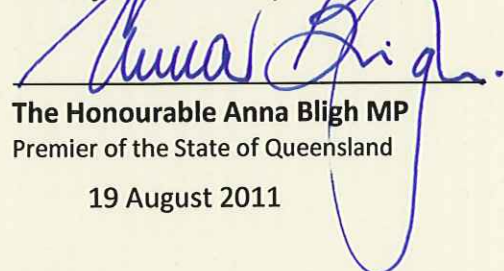
**The Honourable Barry O'Farrell MP**  
Premier of the State of New South Wales  
19 August 2011

Signed for and on behalf of the State of Victoria by



**The Honourable Ted Baillieu MLA**  
Premier of the State of Victoria  
19 August 2011

Signed for and on behalf of the State of Queensland by




**The Honourable Anna Bligh MP**  
Premier of the State of Queensland  
19 August 2011

Signed for and on behalf of the State of Western Australia by

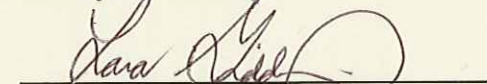
**The Honourable Colin Barnett MLA**  
Premier of the State of Western Australia

Signed for and on behalf of the State of South Australia by



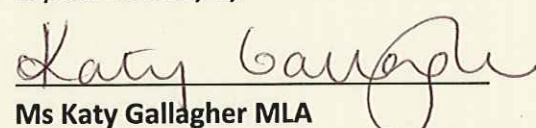
**The Honourable Mike Rann MP**  
Premier of the State of South Australia  
19 August 2011

Signed for and on behalf of the State of Tasmania by




**The Honourable Lara Giddings MP**  
Premier of the State of Tasmania  
19 August 2011

Signed for and on behalf of the Australian Capital Territory by



**Ms Katy Gallagher MLA**  
Chief Minister of the Australian Capital Territory  
19 August 2011

Signed for and on behalf of the Northern Territory by



**The Honourable Paul Henderson MLA**  
Chief Minister of the Northern Territory of Australia  
19 August 2011