



**MEMORANDUM OF UNDERSTANDING between  
WORKSAFE VICTORIA and THE VICTORIAN  
REGISTRATION AND QUALIFICATIONS  
AUTHORITY**

October 2019

# MEMORANDUM OF UNDERSTANDING BETWEEN WORKSAFE VICTORIA AND THE VICTORIAN REGISTRATION AND QUALIFICATIONS AUTHORITY

## PARTIES

**Victorian WorkCover Authority ABN 90 296 467 627** trading as WorkSafe Victoria (**WorkSafe**), is the statutory authority responsible for administering various Victorian legislation including, but not limited to the *Workplace Injury Rehabilitation and Compensation Act 2013*, the *Occupational Health and Safety Act 2004 (OHS Act)*, the *Dangerous Goods Act 1985 (Dangerous Goods Act)*, the *Equipment (Public Safety) Act 1994 (EPS Act)*, the *Accident Compensation Act 1985*, the *Workers Compensation Act 1958*, and regulations made under those Acts.

## AND

**Victorian Registration and Qualifications Authority ABN 52 705 101 522 (VRQA)** is the statutory authority responsible for administering parts of the *Education and Training Reform Act 2006 (ETR Act)* and the *Education and Training Reform Regulations 2017*.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

"**apprentice**" means a person whom an employer has undertaken to train under a training contract;

"**apprenticeship**" means the contracted employment and training arrangement between the apprentice and the employer;

"**AQTF**" means the Australian Quality Training Framework;

"**Dangerous Goods Act**" means the *Dangerous Goods Act 1985*

"**EPS Act**" means the *Equipment (Public Safety) Act 1994*

"**ETR Act**" means the *Education and Training Reform Act 2006*

"**Health Information**" has the meaning given to that term in the *Health Records Act 2001 (Vic)*.

"**MoU**" means this memorandum of understanding between WorkSafe and the VRQA, including the Schedules to this memorandum of understanding;

"**notifiable incident**" means an incident as set out under Part 5 of the OHS Act;

"**officer**" means staff employed by the VRQA or a training agent appointed under s.5.5.20 of the ETR Act by the Minister for Training and Skills; or a WorkSafe inspector appointed under the OHS Act, Dangerous Goods Act or EPS Act;

"**OHS**" means occupational health and safety;

**“OHS Act”** means the *Occupational Health and Safety Act 2004*

**“OHS Regulations”** means the *Occupational Health and Safety Regulations 2017*

**“parties”** means WorkSafe and the VRQA;

**“Personal Information”** has the meaning given to that term in the *Privacy and Data Protection Act 2014 (Vic)*;

**“Privacy Legislation”** means Laws in respect of privacy and the protection of Personal and Health Information including, without limitation the *Privacy and Data Protection Act 2014 (Vic)*, the *Health Records Act 2001 (Vic)* and the *Privacy Act 1988 (Cth)*;

**“Quality assurance arrangements”** means the arrangements undertaken by VRQA, which may include collaborating with WorkSafe;

**“RTO”** means registered training organisation;

**“Schedule”** means a schedule to this MoU;

**“trainee”** has the same meaning as an apprentice except that either party may cancel the contract by signing a cancellation form or letter stating the date of cancellation (mutual agreement is not required);

**“traineeship”** means the contracted employment and training arrangement between the trainee and the employer;

**“training contract”** has the meaning given in Part 5.5, Division 4, in the ETR Act;

**“workplace”** has the meaning given in section 5 of Part 1 of the OHS Act.

## 1.2. Interpretation

In this MoU, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of a schedule;
- (b) a reference to a clause or schedule is a reference respectively, to a clause of, or schedule of, this MoU;
- (c) a reference to a statute or regulation, refers to Victorian legislation unless indicated otherwise, and includes an amendment to or re-enactment of that legislation and includes subordinate legislation in force under it; and
- (d) the singular includes the plural and vice versa.

## **2. PURPOSE**

- 2.1. This MoU sets out the common understanding between the parties as a voluntary statement of intent and contains the commitment of both parties at the time the MoU is signed and for the duration of the MoU. This MoU is not intended to create legally enforceable obligations between the parties.

## **3. TERM**

- 3.1. This MoU is effective from the date of signing and continues until either party notifies the other in writing of their intention to withdraw from this MoU.

## **4. OBJECTIVES**

- 4.1. To detail agreed arrangements and procedures between WorkSafe and VRQA regarding information sharing protocols and cooperation in relation to the VRQA's regulatory functions, and WorkSafe's regulation of occupational health and safety.

## **5. UNDERTAKINGS**

- 5.1. Subject to clauses 6, 7 and 8, WorkSafe and VRQA undertake to give effect to the arrangements and procedures set out in the Schedules.
- 5.2. WorkSafe and VRQA undertake to establish and maintain liaison contacts to ensure the effective operation of this MoU and its Schedules. The liaison contacts for this MoU are contained in Schedules 1 and 4. Within 10 Business Days of the signing of this MoU, each party will advise the other of their respective liaison contact details to whom any communication about the operation of this MoU may be addressed.
- 5.3. This MoU will be jointly reviewed by the liaison contacts as agreed in writing between the parties.

## **6. PRIVACY**

- 6.1. WorkSafe and VRQA acknowledge that they:
  - (a) will be bound by the Privacy Legislation with respect to any act done or practice engaged in by them under or in connection with this MoU;
  - (b) assure each other that any Personal Information or Health Information as defined in the relevant Privacy Legislation disclosed by one to the other in connection with this MoU:
    - (i) has been collected in accordance with applicable Privacy Legislation;
    - (ii) that the individual to whom the information relates has been made aware of the identity of the organisation collecting the information and of any other matters of which the individual is required to be informed under applicable Privacy Legislation; and
    - (iii) that the disclosure of the information to, and its use by, the organisation to which it is disclosed is authorised by the individual or

by law.

- (c) agree not to use, disclose, store, transfer or handle Personal Information or Health Information collected in connection with this MoU except in accordance with the applicable Privacy Legislation;
- (d) agree to co-operate with any reasonable request of the other relating to the protection of Personal Information or Health Information or the investigation of a complaint about the handling of Personal Information or Health Information; and
- (e) will co-operate to ensure they do not cause any other party to this MoU to breach any privacy obligations they have at law.

## **7. CONFIDENTIAL INFORMATION**

7.1. With respect to any information supplied by one party to the other in connection with this MoU, or which is otherwise designated by the supplying party as confidential, each party agrees to:

- (a) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable laws 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 to its personnel, legal advisers, or Minister who have a need to know the information to give effect to the purposes set out in this MoU, or as required under an Act or by a Court.

7.2. Clause 7.1 shall not apply to information which is:

- (a) publicly known, other than as a result of a breach of the obligation of confidentiality set out in this MoU;
- (b) already known to the receiving party; or
- (c) disclosed by either WorkSafe or VRQA to a third party without restriction, provided such disclosure was permitted by law.

## **8. RESTRICTIONS ON THE SHARING OF INFORMATION**

Notwithstanding anything in this MoU, which may be amended or varied from time-to-time in accordance with Clause 9, neither party is required to share information or documents with the other party, in circumstances where this may:

- (a) be contrary to law;
- (b) waive legal privilege over such information;
- (c) compromise a party's investigation or prosecution;

(d) not be in the public interest, having regard to the considerations included in section 130(4) of the *Evidence Act 2008* (Vic); or

(e) contravene the secrecy provisions contained in legislation administered by the parties including section 10 and 11 of the OHS Act, and section 5.5.26 of the ETR Act, which detail circumstances in which the parties may disclose or share information with others.

## 9. AMENDMENT, VARIATION OR MODIFICATION

- 9.1. This MoU may be amended, varied or modified by a further MoU in writing duly signed by the parties.
- 9.2. Notwithstanding the above, 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.
- 9.3. Schedules to this MoU may be removed by agreement between the parties, such agreement to be attested by a note to that effect duly signed by the parties and appended to this MoU.

## 10. GENERAL

### 10.1. Dispute Resolution

The parties agree to co-operate and use all reasonable endeavours to resolve any disputes or differences between them (**Disputes**). Disputes which remain unresolved for 30 days or more will be referred to WorkSafe's Chief Executive and the Chief Executive Officer (Director) and Authorised Delegate of the VRQA, or their respective nominees, for resolution.

### 10.2. 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 memorandums of understanding, representations or statements in relation to its subject matter by either party whether oral or in writing prior to the date of this MoU commencing.

### 10.3. No Legal Effect

This MoU is not intended to create legal relations between the parties, and is of no legal effect.

### 10.4. No Authority

Neither party may enter into any agreement or incur any liabilities on behalf of the other party without that other party's prior written consent and may not represent to any person that it has any authority to do so.

### 10.5. Counterparts

This MoU may be executed in any number of counterparts.

**Executed by VICTORIAN WORKCOVER AUTHORITY  
by its Chief Executive, Clare Amies**



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**Dated: 24 October 2019**

**Executed by VICTORIAN REGISTRATION AND QUALIFICATIONS AUTHORITY  
by its Chief Executive Officer (Director) and Authorised Delegate, Lynn Glover**



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**Dated: 28/10/19**

#### 10.6. Costs and Expenses

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

#### 10.7. Assignment

The parties agree that they will not transfer, in whole or part, or otherwise deal with in any way their interest in this MoU, without the prior written consent of the other party.

#### 10.8. Termination

Either party may at any time terminate this MoU by providing 3 months written notice to the other party.

#### 10.9. Publication

Both parties agree that the other party can publish the MoU on its website for transparency purposes.



# **SCHEDULE 1 – QUALITY ASSURANCE ARRANGEMENTS FOR THE VOCATIONAL EDUCATION AND TRAINING SECTOR**

## **1. BACKGROUND**

- 1.1. The purpose of this Schedule is to set out the common understanding between the parties as a voluntary statement of intent and contains the serious commitment of both parties at the time the MoU is signed and for the duration of the Schedule.
- 1.2. The objective of the Schedule is to establish how the parties will engage in joint quality assurance arrangements for the vocational education and training sector.
- 1.3. The AQTF commenced in 2002 and was most recently revised on 1 July 2010. The objectives of the AQTF include:
  - (a) Improving the quality of the training and assessment delivered by RTOs;
  - (b) Instilling industry with greater confidence in the training and assessment delivered by RTOs; and
  - (c) Achieving greater national consistency by registering bodies in the audit and registration process.
- 1.4. The OHS Regulations provide for a range of training and assessment requirements to support the delivery of health and safety outcomes in relation to hazards, workplaces and the people within those workplaces. WorkSafe has similar objectives for OHS training and assessment as the AQTF above including:
  - (a) Improving the training and assessment processes delivered by RTOs;
  - (b) Instilling greater confidence in the training and assessment processes;
  - (c) Achieving national consistency in the delivery of OHS training and assessment; and
  - (d) Ensuring adequate fraud and corruption prevention.
- 1.5. A strategy to further those objectives is to facilitate the engagement of WorkSafe in the quality assurance arrangements for the vocational education and training sector, following either an application for registration as an RTO or an application for extension to the scope of registration.
- 1.6. This strategy supports the February 2006 decision of the Council of Australian Governments to harmonise vocational education and training with licensing requirements.
- 1.7. Nothing in this schedule is intended to fetter the discretion of the VRQA in the exercise of its powers and functions.

## **2. EXPECTED OUTCOMES**

- 2.1. Participation in the strategy will reinforce WorkSafe, VRQA and stakeholder confidence in the integrity of qualifications issued by RTOs to which the strategy has been applied. That confidence will generally result in the acceptance of qualifications, issued by these RTOs, when lodged by graduates in support of applications for licences or other qualifications set out in Schedule 3 of this MoU.
- 2.2. Improved quality of the training and assessment delivered by RTOs in the qualifications to which the strategy has been applied.
- 2.3. The effective cooperation of WorkSafe and VRQA in the administration of their respective requirements will assist Victorian workplaces achieve best practice levels of occupational health and safety.

## **3. REVIEW OF THIS SCHEDULE**

- 3.1. The parties agree to review the operation of this Schedule, and Schedules 2 to 4 at least annually, to ensure the MoU continues to meet the needs of both parties.

## **4. KEY REFERENCE DOCUMENTS**

- 4.1. The parties agree to perform their roles under this Schedule in compliance with the following key reference documents, as applicable:
  - (a) AQTF 2007 National Industry Regulator Engagement Guidelines;
  - (b) AQTF Essential Conditions and Standards for Continuing Registration
  - (c) AQTF Essential Conditions and Standards for Initial Registration;
  - (d) AQTF Standards for State and Territory Registering Bodies;
  - (e) AQTF National Guidelines for a Registering Body;
  - (f) OHS Act;
  - (g) OHS Regulations;
  - (h) AQTF Users Guide to the Essential Conditions and Standards for Continuing Registration;
  - (i) AQTF Users Guide to the Essential Conditions and Standards for Initial Registration;
  - (j) National Risk Management Guidelines;
  - (k) National Guideline for Responding to Complaints about Vocational Education and Training Quality;
  - (l) National Standard for Construction Work;
  - (m) National Code of Practice for Induction for Construction work;
  - (n) National Standard for Licensing Persons Performing High Risk Work;

- (o) National Mandated Licensing High Risk Work – Assessment Instruments;
- (p) WorkSafe Victoria Conditions of Authorisation for Registered Training Organisations for conducting High Risk Work licence assessments in Victoria pursuant to the Occupational Health and Safety Regulations 2017;
- (q) WorkSafe Victoria Conditions of Authorisation for Individual Assessors for conducting High Risk Work licence assessments in Victoria pursuant to the Occupational Health and Safety Regulations 2017;
- (r) Competency Assessments Occupational Health and Safety Regulations 2017;
- (s) Licensing Persons Performing High Risk Work – Mandated National Assessment Instruments – Guide for Assessors – November 2012; and
- (t) Education and Training Reform Act 2006.

## **5. ROLE OF VRQA**

- 5.1. The VRQA will act in accordance with the VRQA Board's functions, activities and responsibilities under the *Education and Training Reform Act 2006*. The VRQA will act in accordance with its responsibilities under the AQTF.
- 5.2. In doing so, the VRQA will have regard to WorkSafe, by engaging with WorkSafe in the quality assurance arrangements relevant to the qualifications set out in Schedule 3 to this MoU.
- 5.3. The VRQA maintains its authority as the sole determinant of matters arising under the *Education and Training Reform Act 2006* relating to the registration and regulation of training organisations.

## **6. ROLE OF WORKSAFE**

- 6.1. WorkSafe will participate with VRQA in the quality assurance arrangements in accordance with the participation strategies set out in Schedule 2 to this MoU, with respect to relevant qualifications as set out in Schedule 3.
- 6.2. WorkSafe will inform VRQA about any concerns or complaints about the performance of one or more RTOs with respect to the qualifications set out in Schedule 3.
- 6.3. WorkSafe maintains its authority as the sole determinant of matters arising under the OHS Regulations. In particular, WorkSafe retains the ability to issue, suspend or cancel licences and other qualifications relevant to this Schedule and the right not to issue these, where the assessment was obtained or provided on the basis of fraud or the provision of false or misleading information.

## **7. COMMITMENT BY THE PARTIES**

- 7.1. Each party commits to:
  - (a) as far as is possible, adopting a co-operative approach to the quality assurance arrangements;
  - (b) establishing systems and mechanisms to enable it to perform its role in the

quality assurance arrangements; and

- (c) ensuring that the administrative burden placed on current or potential RTOs is minimised, without compromising occupational health and safety outcomes.

7.2. The parties will co-operate to ensure that where possible, the process for engagement will align with usual administrative business practices. The parties will enhance co-operation by meeting at mutually agreed times to discuss professional development and continuous improvement of the quality assurance arrangements, to ensure the consistency of application of the systems and mechanisms used.

7.3. The parties will also co-operate by sharing information (to the extent permitted by legislation and subject to clause 8 of this MoU) which may assist or inform the other party in its role in the quality assurance arrangements. It is agreed that any information so shared will be treated with discretion and confidentiality, in accordance with the terms of this MoU.

7.4. The parties shall meet at 6 monthly intervals, or as required, to discuss regulatory or registering issues.

7.5. The parties will inform each other of any changes required to Schedule 3 due to changes in Training Package qualifications, courses or licensing requirements.

## **8. RELATIONSHIP OF THE PARTIES**

8.1. The parties agree that nothing in this Schedule constitutes a relationship of principal and agent, partnership, or joint venture between the parties.

## **9. NO REPRESENTATION**

9.1. WorkSafe will not represent, claim or hold out to any person that it is in any way authorised to approve or reject an application for registration as an RTO, or to in any other way act on behalf of VRQA.

9.2. The VRQA will not represent, claim or hold out to any person that it or any RTO is in any way authorised to approve or reject an application for a licence or other qualification issued by WorkSafe, or to in any other way act on behalf of WorkSafe.

## **10. COMPLIANCE WITH LEGISLATION**

10.1. The parties will comply with all relevant Commonwealth, State or Territory legislation.

## **11. NOMINATED REPRESENTATIVE**

11.1. The parties will liaise, in the first instance, through their nominated representatives as set out below.

- (a) VRQA Representative:

Mr Simon Thorn, Executive Manager, Skills and Training

(b) WorkSafe Representative:

Ms Claire Nivarovich, Director, Programs

11.2. A party may notify the other party, in writing, of a change to their nominated representative as necessary.

## SCHEDULE 2 – PARTICIPATION STRATEGIES

1. These strategies refer to qualifications as set out in Schedule 3 of this MoU. Where strategies only apply to specific qualifications, this will be indicated.
2. Applications by RTOs applying for initial registration or applying to amend their scope of registration to deliver qualifications/units of competency as set out in Schedule 3 of this MoU will require supporting 'in principle' documented approval from WorkSafe. WorkSafe will satisfy itself that the applicant has access to relevant facilities, plant and equipment and is able to conduct assessments in accordance with instruments and procedures that WorkSafe issues from time to time and makes available.
3. In addition to the requirements for assessors in the AQTF Standards, the VRQA and WorkSafe agree that assessors of high risk work must hold a licence for the classes which they are assessing.
4. Periodic audits will be conducted by the VRQA either alone or jointly with WorkSafe, in accordance with an agreed annual audit program, or in response to a complaint, an incident, or concerns about the performance of an RTO or as part of a risk management program throughout the life of this MoU. Audit programs and identified areas of risk will be a standing agenda item at the regularly scheduled meetings between the parties.
5. Where complaints are received relevant to qualifications as set out in Schedule 3 of this MoU, the VRQA and WorkSafe will:
  - (a) inform the other party and endeavour to discuss the potential risk within 5 working days, and
  - (b) where there are serious concerns that applicants could be licensed for high risk work and not adequately perform the work due to non-compliant training or assessment, the parties shall agree on a course of action to rectify, amend or otherwise remove those concerns.
6. Where other serious concerns arise about the performance of an RTO that may lead to persons not meeting the required competencies, WorkSafe and the VRQA will endeavour to agree on a course of action within 5 working days of both parties being informed of the matter. This may involve the coordination of legislative powers.
7. The VRQA and WorkSafe will endeavour to notify each other within 5 working days or as early as possible where there are:
  - (a) sanctions applied to an RTO that could impact on the issuing of qualifications as set out in Schedule 3 of this MoU;
  - (b) complaints relevant to the issuance of licences and qualifications;
  - (c) complaints that might involve an imminent risk to safety; or
  - (d) RTO closures or changes to the scope of registration that could impact on the issuing of qualifications as set out in Schedule 3 of this MoU.
8. The VRQA and Worksafe are responsible for communicating with RTOs about their respective legislative requirements. Where practicable and appropriate, the VRQA and WorkSafe will coordinate their activity to ensure efficiency for the RTO involved.

## **SCHEDULE 3 – RELEVANT QUALIFICATIONS**

The list of courses/qualifications in this Schedule will be updated as necessary and by agreement of the parties, to accurately reflect requirements of WorkSafe for licensing purposes. Codes and titles are consistent with the national database, <http://www.training.gov.au>.

### **Construction Induction**

Prepare to work safely in the construction industry

### **High Risk Work**

Licence to operate a concrete placing boom  
Licence to perform dogging  
Licence to operate a personnel and materials hoist  
Licence to operate a materials hoist  
Licence to perform rigging – basic level  
Licence to perform rigging – intermediate level  
Licence to perform rigging – advanced level  
Licence to erect, alter and dismantle scaffolding – basic level  
Licence to erect, alter and dismantle scaffolding – intermediate level  
Licence to erect, alter and dismantle scaffolding – advanced level  
Licence to operate a reach stacker (greater than 3 tonnes capacity)  
Licence to operate a standard boiler  
Licence to operate an advanced boiler  
Licence to operate a steam turbine  
Licence to operate a reciprocating steam engine  
Licence to operate a tower crane  
Licence to operate a self-erecting tower crane  
Licence to operate a slewing mobile crane (up to 100 tonnes)  
Licence to operate a forklift truck  
Licence to operate a slewing mobile crane (over 100 tonnes)  
Licence to operate a vehicle loading crane (capacity 10 metre tonnes and above)  
Licence to operate an order picking forklift truck  
Licence to operate a bridge and gantry crane  
Licence to operate a derrick crane  
Licence to operate a boom type elevating work platform  
Licence to operate a non-slewing mobile crane (greater than 3 tonnes capacity)  
Licence to operate a portal boom crane  
Licence to operate a slewing mobile crane (up to 20 tonnes)  
Licence to operate a slewing mobile crane (up to 60 tonnes)

## **SCHEDULE 4 – APPRENTICES AND TRAINEES**

### **1. PURPOSE**

- 1.1. The parties agree to enter into this Schedule to detail agreed arrangements and procedures regarding documenting information sharing protocols and working cooperatively in relation to the VRQA's regulation of apprentices and trainees, and WorkSafe's regulation of occupational health and safety.

### **2. PRINCIPLES**

- 2.1. The VRQA and WorkSafe will:
  - (a) share information on apprentices and trainees for which both parties have a direct regulatory responsibility where both parties consider such information sharing appropriate and necessary in the circumstances and where legislation and Clause 8 of this MoU permits;
  - (b) each have regard to the interests of the other in carrying out their direct regulatory responsibilities in relation to apprentices and trainees, and consult, where appropriate and where legislation and Clause 8 of this MoU permits, with the other party if it is proposing to take any action that will have a direct impact on the interests of the other party;
  - (c) share by an agreed method (to the extent permitted by Clause 8 of this MoU and legislation) information in relation to employers that have been convicted of an offence against occupational health and safety legislation and/or are subject to an enforceable undertaking;
  - (d) to the extent possible work cooperatively to inform each other about respective legislative and operational arrangements to better understand each party's respective role and identify ways to reduce overlap;
  - (e) to the extent possible work cooperatively to inform employers, apprentices and trainees about each organisation's respective regulatory arrangements; and
  - (f) nominate an agreed person or position from each organisation to communicate information.

### **3. ARRANGEMENTS**

#### **3.1. Cooperation on issues and initiatives regarding apprentices and trainees**

- (a) While it is the intention of the parties that nothing in this Schedule to the MoU shall limit or restrict the parties' respective regulatory functions, as



far as possible the approach of the parties to those functions will be one of co-operation. To this end the parties will:

- (i) regularly confer in relation to the most efficient and effective means for the carrying out of such functions;
- (ii) where appropriate, jointly prepare any protocol and guideline dealing with the conduct of regulatory functions for which both the VRQA and WorkSafe have a direct responsibility;
- (iii) ensure that a copy of this Schedule and the MoU and of any protocol and guideline are communicated to each of their respective officers and so far as possible that all documents are adhered to;
- (iv) prepare a schedule of people who can be contacted or notified with respect to any matters arising under this Schedule to the MoU. The Schedules will contain telephone numbers and any other relevant information and will be updated on a regular basis;
- (v) where the parties consider it appropriate and legislation and Clause 8 of this MoU permits, provide each other with a copy of any relevant information and data; and
- (vi) As far as practicable, work co-operatively on occupational health and safety initiatives concerning apprentices that are of interest to both parties.

### **3.2. Notification and referral of incidents and issues**

- (a) The VRQA will inform WorkSafe Advisory Service (on 03 9641 1444 or 1800 136 089 during working hours and after hours on 13 23 60) within 24 hours of receiving advice of a notifiable incident relating to an apprentice or trainee at a workplace or a potential OHS hazard or risk that may affect the health or safety of employees and contractors at a workplace.
- (b) WorkSafe will inform the VRQA by contacting the VRQA key contact officer named in this schedule during working hours as soon as possible after receiving advice of the death of an apprentice or trainee at a workplace.
- (c) Where legislation and Clause 8 of this MoU permits, WorkSafe will refer any relevant issues concerning the employment of apprentices or trainees under a training contract that its officers have identified in the course of their work to the VRQA for necessary action.

## **4. COMMUNICATION AND ADMINISTRATION**

- 4.1. The VRQA and WorkSafe undertake to give effect to the arrangements and

procedures set out in this Schedule.

4.2. The VRQA and WorkSafe undertake to establish and maintain liaison contacts to ensure the effective operation of this Schedule.

4.3. The liaison contacts for this Schedule will be:

(a) for the VRQA:

Mr Simon Thorn, Executive Manager, Skills and Training

(b) for WorkSafe:

Ms Claire Nivarovich, Director, Programs

4.4. Both agencies will exchange and maintain up-to-date lists of contact persons for their respective areas relevant to apprentices and trainees.

4.5. Both agencies will ensure information is provided to their respective staff informing them of each organisation's role in areas of shared regulatory responsibility.