



# Nationwide House Energy Rating Scheme

## Stakeholder Consultative Group Terms of Reference

2022

<b>Governance</b>	<p>The Nationwide House Energy Rating Scheme (NatHERS) is administered by the NatHERS Administrator. The Department of Climate Change, Energy, the Environment and Water is the current NatHERS Administrator.</p> <p>The NatHERS Administrator acts on behalf of the NatHERS Steering Committee, who oversees NatHERS activities. The NatHERS Steering Committee consists of representatives from the Commonwealth Government and all state and territory governments.</p>
<b>Directive</b>	<p>The NatHERS Stakeholder Consultative Group (SCG) was established by the NatHERS Administrator, on behalf of the NatHERS Steering Committee. The SCG was formed to provide stakeholder and industry views on the development, implementation, and continuous improvement of NatHERS.</p> <p>The SCG will provide stakeholder and industry views on:</p> <ul style="list-style-type: none"> <li>• The strategic direction and design settings for NatHERS to ensure the most efficient and effective achievement of the Scheme’s priorities and the Government’s objectives for improving the energy efficiency of residential buildings in Australia.</li> <li>• Implementation issues or risks for NatHERS, including the effectiveness of achieving the Scheme’s outcomes.</li> <li>• Options and opportunities for continual improvement of the delivery of NatHERS, particularly in relation to engaging stakeholders and maintaining industry participation.</li> <li>• The implementation and review of the existing NatHERS Strategic Plan (as required) and development of future strategic plans (when required).</li> <li>• Other matters as requested by the NatHERS administrator.</li> </ul> <p>Note: it is not the role of the SCG to provide feedback on technical aspects of NatHERS, this role is fulfilled by the NatHERS Technical Advisory Committee.</p>
<b>Committee Establishment date</b>	<p>October 2017 – First SCG</p> <p>June 2020 – June 2023</p> <p>July 2023 - Current SCG</p>
<b>Chair</b>	<p>General Manager, Residential Energy Efficiency Branch in the Department of Department of Climate Change, Energy, the Environment and Water.</p> <p>Note: The Chair may delegate the Chair role to another person as appropriate.</p>
<b>Secretariat</b>	<p>Managed within the Residential Energy Efficiency Branch, Department of Climate Change, Energy, the Environment and Water.</p> <p>The SCG Secretariat can be contacted via email at <a href="mailto:admin@nathers.gov.au">admin@nathers.gov.au</a>.</p> <p>The Secretariat will be responsible for administration matters, including the development and circulation of the agenda, meeting papers and meeting minutes.</p>
<b>Membership</b>	<p>The SCG consists of representatives from relevant industries, including building, appliance and solar industries, Assessor Accrediting Organisations, Software Developers and other NatHERS stakeholders that appropriately reflect the Scheme’s priorities for both new and</p>

existing homes. Guest attendees may be invited to contribute to meetings from time to time, at the discretion of the Chair.

Members are expected to respond to the NatHERS Administrator's requests in a timely manner. Where this is not possible, the SCG Secretariat should be notified so that alternative measures can be implemented.

#### **Membership period**

Membership of the SCG will be for a period of 2 years from the date of the first meeting with the new members. Calls for new SCG members occurs every 2 years. During this period members and proxies can be replaced by way of the Application for membership process.

#### **Membership extension**

Membership extension of 12 months can be advised and endorsed to the current membership before the membership term expires in **June 2025**.

#### **Applications for membership**

Individuals and organisations may apply for membership by submitting an 'Expression of Interest' to [admin@NatHERS.gov.au](mailto:admin@NatHERS.gov.au).

#### **Expression of Interest (EOI) process**

Each individual or organisation is to complete all of the application documents outlined below, with 2 applicants for organisations (where possible). One applicant is to be nominated as the member and the other as the proxy, for circumstances where the member may not be available.

Note: only one representative from an organisation is allowed to attend meetings without prior approval.

The application should include:

- **Expression of Interest:** an outline (no more than one page) by the nominating person providing reasons for the nomination and the specific skill set they think they could contribute to the SCG.
- **CV:** a CV (no more than 2 pages) to provide further details of previous experience.
- **Signed Conflict of Interest Declaration and Deed of Confidentiality:** the Conflict of Interest Declaration and Deed of Confidentiality (both attached) require applicants to declare any conflicts of interest, whether real or perceived, and agree to a range of privacy and confidentiality provisions in relation to their duties as a member of the SCG.

The intention of the EOI process is to ensure the SCG remains representative of a broad range of perspectives and to ensure the membership has the capacity and capability to provide a high level of expertise and advice to the NatHERS Administrator and NatHERS Steering Committee, on relevant topics.

#### **Appointment Process**

The NatHERS Administrator will review all the EOIs and seek acceptance of the applicants from the NatHERS Steering Committee. Successful applicants will then be informed they will be accepted as a full member of the SCG for a given time period.

The NatHERS Steering Committee comprises Commonwealth, state and territory government officials with policy responsibility for NatHERS. The NatHERS Administrator

	<p>reports to the NatHERS Steering Committee in all aspects of the operation and administration of NatHERS.</p> <p>An SCG member may terminate their membership at any time with at least 2 weeks' written notice. If a member of an organisation does decide to leave the SCG, the NatHERS Administrator will recommend the organisation provide a new representative (replacement members are only required to submit signed Conflict of interest Declaration and Deed of Confidentiality), the new representative will not need to be approved by the NatHERS Steering Committee.</p> <p>Where a member does not act in accordance with the Conflict-of-Interest Declaration and Deed of Confidentiality, they may be asked to leave the SCG. The NatHERS Administrator will advise of termination of membership in writing to the member. The Organisation will also be informed in writing of the member(s) termination, however in this situation it is the choice of the NatHERS Administrator (on behalf of the NatHERS Steering Committee) whether a different representative of the organisation is requested, or the organisation is removed from the SCG.</p>
<b>Accountability</b>	<p>The SCG reports to the NatHERS Administrator. It has no executive power and functions as an advisory committee to assist the NatHERS Administrator and NatHERS Steering Committee in their management of the Scheme.</p> <p>All SCG members and SCG member organisations have the following accountability:</p> <ul style="list-style-type: none"> <li>• Where a perceived or actual conflict of interest, or confidentiality, or privacy breach or data breach occurs, a member must bring this to the attention by way of written declaration to the SCG Chair and the Chair must advise the Secretariat prior to the commencement of a meeting. If this is not possible, then the Chair must, on opening a meeting, request any members to declare whether they have a potential or actual conflict of interest, and that shall be noted in the minutes. The member may also be requested to step out of the meeting as required, until the issue surrounding the conflict of interest is resolved.</li> <li>• To respond to any recommendations or requests of the NatHERS Steering Committee, NatHERS Administrator or SCG Secretariat.</li> <li>• Abide by the provisions of the <a href="#">Privacy Act 1988</a> (Cwth).</li> </ul>
<b>Confidential Information</b>	<p>Members will respect the confidentiality of materials and conversations for matters declared by the Chair to be 'not in the public domain'. This allows for a robust and frank discussion of issues. All participants in these consultations will:</p> <ul style="list-style-type: none"> <li>• Abide by the confidentiality terms set out in the confidentiality deed.</li> <li>• Respect the confidentiality of information provided by other participants to the consultation.</li> <li>• Engage in consultation in good faith and a transparent manner, demonstrating mutual respect for the expertise, contributions, and role of other participants.</li> <li>• Disclose to the NatHERS Administrator any matters that could be perceived to be, or are, conflicts of interest – including actual or potential, direct, or indirect effects on the participants themselves or their close associates or clients or business interests – noting this will be done without breaching client confidentiality, and that disclosure to other participants in the consultation committee or group may be warranted.</li> </ul> <p>When other information that is not in confidence is either discussed or provided at SCG meetings, members are, of course, encouraged to share this with other industry representatives or members of their own organisation. It is the responsibility of the SCG</p>

	member representing their organisation/industry to seek the advice of their organisation's technical group and provide their organisation/industry's feedback when requested.
<b>Resourcing</b>	<p>The role of SCG members is honorary and there is no sitting fee for meetings. Travel is not expected.</p> <p>Members will cover the costs of their participation in the SCG.</p>
<b>Meetings</b>	<p>The SCG will meet at least 2 times per year via teleconference.</p> <p>The SCG Secretariat will be responsible for meeting administration matters. This includes:</p> <ul style="list-style-type: none"> <li>• Circulation of the agenda and meeting papers at least one week prior to the meeting.</li> <li>• Circulation of meeting minutes within 4 weeks of a meeting.</li> </ul> <p>The SCG may be asked to give out-of-session consideration to specific matters from time-to-time and will be offered at least one week to respond to such matters.</p>
<b>Review of Terms of Reference</b>	The Terms of Reference, Conflict of Interest Declaration and Deed of Confidentiality will be reviewed each two years prior to the expiry of the SCG and or where a directive, legislative, policy or guidance materials causes such a review.

# CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST DEED

in relation to the NatHERS  
Stakeholder Committee (SCG)

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**[*Insert name of Confidant*] (Confidant)**

# CONFIDENTIALITY, PRIVACY AND CONFLICT OF INTEREST DEED

## Confidant

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[**Insert name of Confidant (and ABN, if applicable)**] of [**insert address**] (the **Confidant**, I, me and my).

## Recitals

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- A. The Commonwealth of Australia represented by the Department of Climate Change, Energy, the Environment and Water ABN 63 573 932 849 (**Department**) requires the provision of [**insert details**] services (the **Services**).
- B. The Confidant provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the Services.

## Agreed terms

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### 1. Definitions

<b>Confidential Information</b>	means information that is by its nature confidential; and (a) is identified as part of the Services as confidential; or (b) a party knows or ought to know is confidential; but does not include: (c) information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.
<b>Conflict of Interest</b>	any circumstance in which the Confidant has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Confidant's ability to perform the Services or work associated with the Services fairly and independently.
<b>Personal Information</b>	has the meaning it has in section 6 of the <i>Privacy Act 1988</i> (Cth).

### 2. Access

I understand that in the course of performing the Services, I may have access to Personal Information and Confidential Information.

### **3. Non-disclosure**

- (a) I will treat as secret and confidential all Personal Information and Confidential Information to which I have access or which is disclosed to me.
- (b) If the Department grants its consent for me to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the Department may require that I obtain the execution of a deed in these terms by the person to whom I propose to disclose the Personal Information or Confidential Information.
- (c) My obligations under this deed will not be taken to have been breached where I am legally required to disclose the Personal Information or Confidential Information.

### **4. Restriction on use**

- (a) I will use the Personal Information or Confidential Information only for the purpose of providing the Services to the Department (whether directly or indirectly).
- (b) I will not:
  - (i) copy, reproduce or disclose the Personal Information or Confidential Information without the written approval of the Department: and
  - (ii) will not allow any other person outside the Department access to the Personal Information or Confidential Information,except where the Department grants its consent in writing for me to do so. In such cases I will comply with the conditions of any such consent.
- (c) I will take all necessary precautions to prevent unauthorised access to or copying of the Personal Information or Confidential Information in my control.

### **5. Powers of the Department**

- (a) Immediately on request by the Department, I agree to deliver to the Department all documents in my possession or control containing Personal Information or Confidential Information (including any copies of such documents).
- (b) If at the time of a request under clause 5(a) I am aware that documents containing Personal Information or Confidential Information are beyond my possession or control, then I agree to provide full details to the Department of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

### **6. Privacy Act obligations**

I agree to abide by the provisions of the *Privacy Act 1988* (Cth), including the Australian Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with that Act and as if the definition of Personal Information in that Act includes Confidential Information.



**7. Conflicts of Interest**

(a) I warrant, to the best of my knowledge, that as at the date of this deed, no Conflict of Interest exists or is likely to arise in my performance of the work associated with the Services except in relation to the following:

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*Insert details of any Conflict of Interest or otherwise insert 'Not applicable'. Attach additional pages if needed.*

- (b) If a Conflict of Interest arises during the course of my work associated with the Services, or appears likely to arise, I agree to:
  - (i) immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps I propose to take to resolve or otherwise deal with the Conflict of Interest; and
  - (ii) take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- (c) I acknowledge that if a Conflict of Interest cannot be resolved or otherwise dealt with, my role in the delivery of the Services may be limited or I may be excluded from the delivery of the Services (at the discretion of the Department).

**8. Survival**

This deed will survive the termination or expiry of any contract in relation to the Services between the Department and me, my employer, or any other organisation with which I am engaged or involved.

**9. Applicable law**

This deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed.

# Execution

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## EXECUTED by deed poll

**SIGNED** by

in the presence of

\_\_\_\_\_  
Name of Confidant (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature of Confidant

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date