

MEMORANDUM OF UNDERSTANDING

BETWEEN

TELECOMMUNICATIONS INDUSTRY OMBUDSMAN (“TIO”)

AND

COMMUNICATIONS COMPLIANCE (“CommCom”)

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PARTIES

The parties to this Memorandum of Understanding (**MOU**) are:

- Telecommunications Industry Ombudsman Limited (ACN 057 634 787) (**TIO**); and
- Communications Compliance Ltd (ACN 159 298 638) (**CommCom**)

(together, the **Parties**).

Purpose and Scope

1. The purpose of this MOU is to implement the obligations in clauses A.1.4 and A.1.6 of Appendix 1 to the Telecommunications Consumer Protection Code C628:2012 (the **TCP Code**) which require CommCom to establish memoranda of understanding with key stakeholders to ensure efficient and effective inter-working with those stakeholders.
2. In particular, this MOU deals with the processes for information sharing and for other operational matters.
3. This MOU is not intended to create legally binding obligations on either Party. Nothing in this MOU is intended to affect the obligations of either Party to comply with any orders or direction of a court or compliance with statutory obligations.
4. Neither Party shall be required to discharge these responsibilities in the event of any major or unforeseen demands on their resources.

Functions of the Parties

TIO

1. The TIO was established in 1993 and operates an industry funded independent alternative dispute resolution scheme, with a mission of providing free, independent, just, informal and speedy resolution of complaints for consumers with complaints about telecommunications providers who are members of the scheme (**Scheme**). In addition to resolving disputes, the TIO's vision is to also help improve telecommunications services, acting as an independent voice and leading by example.
2. The Scheme, and the requirement for certain telecommunications providers to become members of the Scheme, is provided for under Part 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (TCPSS Act). The role of the TIO is set out in the TCPSS Act and its powers and jurisdiction are set out in the TIO's Memorandum and

Articles of Association and the TIO Constitution (as amended from time to time).

CommCom

3. CommCom was established under the TCP Code as an independent body responsible for overseeing the conduct of the Code Compliance Framework outlined in the Code.
4. CommCom's role also includes the provision of guidance related to TCP Code compliance.
5. CommCom does not accept complaints from the general public and does not engage in the resolution of disputes.

Responsibilities

6. The TIO will provide monthly complaint statistics in reports consistent with those described in Appendix A, with the aim of assisting CommCom in its compliance monitoring responsibilities and to help identify issues which CommCom may need to address with industry as a whole or individual Carriage Service Providers (**CSPs**) to increase customer service and satisfaction. The Parties may agree on different and/or further types of complaint statistics provided by the TIO from time to time.
7. Each quarter, CommCom will provide the TIO with a summary of its compliance activities, including a summary of trends concerning Carriage Service Providers' (CSPs) compliance with the TCP Code and describing any measures that CommCom may have taken to address those issues.
8. Each quarter, the TIO will provide CommCom with a summary of its planned TCP Code related initiatives for that quarter (including any scheduled publications, educational materials or planned member training or industry roundtables).
9. Where the TIO plans to issue general guidance (including new or revised Position Statements) concerning its interpretation of specific provisions within the TCP Code, it will use best endeavours to provide CommCom with a copy of such guidance prior to publication, and may take CommCom's feedback into consideration where appropriate.
10. The Parties will always adequately protect any data received from the other Party (donating Party) against any unauthorised access and loss. The Parties will not share any such data any other third party, without the consent of the donating Party. The Parties will not publish any data received from the donating Party unless the donating Party has made the data publicly available or expressly consented.

11. The Parties will engage in further discussion around the sharing and publication of information once the process of developing metrics between the Australian Communications and Media Authority (**ACMA**), Communications Alliance Ltd and CommCom (as per Code clause A.1.8) has been completed.
12. CommCom will assist the TIO by providing CommCom's view concerning whether a CSP is bound by the TCP Code, by providing updated TIO member information where available and, where appropriate, by reminding CSPs to keep their company details updated with the TIO.
13. The Parties will cooperate to establish a process of exchanging specific information about their respective members such as the member entities' postal address details and email address.
14. As part of its internal review of its processes, and taking into account its compliance obligations regarding the handling of personal information, the TIO will consider whether changes may be appropriate to facilitate the routine sharing of individual service provider representative information with CommCom. The TIO undertakes to discuss these matters with CommCom as they progress and also as part of the general 12 month review of the MOU.

Communication

15. Regular communication, consultation and information exchange shall occur between senior managers of the Parties.
16. The Parties will meet at least twice yearly to discuss industry-wide systemic compliance issues identified by each agency, to allow each Party to address the identified issues within the roles given to that Party.
17. The Parties will foster a continuing dialogue on identifying opportunities of increasing efficiencies between the two organisations.
18. The Parties will inform each other and provide appropriate opportunity for comment prior to issuing press releases that involve the other Party.
19. The Parties will include a link to the website of the other Party on their respective websites in an appropriate location.

Funding and Resources

20. Each Party to this MOU will bear the costs of its commitments under this MOU.
21. Where the Parties jointly undertake a project, the relevant financial and administrative arrangements will be detailed in written communication

and/or contracts (where required) and exchanged between officers of each Party prior to the commencement of a project.

Intellectual Property

22. The Parties will not provide material or resources in which the other Party holds intellectual property rights to a third Party without first obtaining the consent of the Party holding those intellectual property rights.

Confidentiality and privacy

23. Nothing in this MOU should be read to require either Party to act in a manner which is contrary to its confidentiality obligations or obligations under the *Privacy Act 1988*.

Duration of the MOU

24. This MOU will have a term of five years from the date of commencement or until the TCP Code is replaced by an equivalent industry code registered by the ACMA before the end of the term or until substantial parts of the TCP Code are replaced with other instruments of regulation, e.g. a standard.

Review of the MOU

25. The Parties will initially review the operation and effectiveness of this MOU within one year of its commencement and thereafter every two years, or as agreed by the Parties, by a process agreed between the Parties.
26. Any term of this MOU may be amended or waived by the Parties' mutual consent in writing.

Commencement

27. This MOU will commence from the date it is executed by both Parties and shall remain in place for the term set out in clause 24 or until it is terminated by either Party in accordance with clause 28.

Termination

28. Either Party may terminate this MOU by giving thirty (30) days written notice to the other Party.

Contact Points

29. The TIO contact point for this MOU is:

Contact Person	David Brockman, Executive Director, Industry, Community & Government (or such other person as nominated by the TIO from time to time)
Address	Level 3, 595 Collins Street, Melbourne Vic 3000
Telephone	+613 8600 8765 (<i>direct</i>)
E-mail	david.brockman@tio.com.au

30. The CommCom contact point for this MOU is:

Contact Person	Christiane Gillespie-Jones, Executive Director (or such other person as nominated by CommCom from time to time)
Address	Level 12, 75 Miller St, North Sydney NSW 2060
Telephone	+61 2 9906 5123
E-mail	christianegillespiejones@commcom.com.au

Signatures



Signed on this 24 day of March 2014

Signed for and on behalf of the TIO

Simon Gatt, Ombudsman



Signed on this 18th day of March 2014

Signed for and on behalf of CommCom

APPENDIX A

REPORT A - Monthly Overview of TIO Cases

REPORT DESCRIPTOR: This report summarises by service type, the total number of new complaints and investigations that the TIO has recorded during the reporting period. A 'new complaint' is usually a Level 1 case, but in certain circumstances it can also be a Level 2 or a Level 4 Land Access Objection (LAO) case. An 'investigation' is an escalated complaint, which can be recorded across Levels 2, 3 and 4. Where a complaint has been escalated from a 'new complaint' to an 'investigation' within the same calendar month, it will appear under both headings in this report. The report will be accompanied by data that will identify the relevant CSP in relation to each complaint/investigation/code issue reported.

REPORT B - Monthly Overview of TIO Complaint Issues

REPORT DESCRIPTOR: An 'issue' is a description of the problems or events at the core of a consumer's complaint, and each individual complaint may present with multiple issues. This report summarises the issues that the TIO has recorded against 'new complaints' and 'investigations' during the reporting month. Where a complaint has been escalated from a 'new complaint' to an 'investigation' within the same calendar month, the issues attached to that complaint will appear under both headings in this report. The report will be accompanied by data that will identify the relevant CSP in relation to each complaint/investigation/code issue reported.

REPORT C: Industry Code Issues (recorded across all Case levels)

REPORT DESCRIPTOR: This report summarises the possible and confirmed code breaches by chapter and code that the TIO has recorded against all cases closed during the reporting period. When a code clause is identified as a 'possible' code issue, this usually means that the clause has been auto populated according to the descriptor of the complaint given by the consumer, and how the TIO Officer has logged the issues of that complaint using descriptive keywords. Where a code issue is listed as 'confirmed', this means that the complaint has been investigated, and that on the available evidence the investigating TIO Officer believes a breach of an industry code clause has occurred. The report will be accompanied by data that will identify the relevant CSP in relation to each complaint/investigation/code issue reported.

REPORT D - Overview of TIO Statistics

REPORT DESCRIPTOR: This report provides an overview of TIO statistics during the reporting month. The report sets out complaints by case type (new complaint or investigation), service type, case level and member name. It also includes particulars of possible code issues and confirmed code breaches registered against cases closed during the reporting month.