



Arrangements for Operation of the Registration System (No. 3)

Telecommunications Cabling Provider Rules 2000

The AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY makes these Arrangements under subsection 3.1 (1) of the *Telecommunications Cabling Provider Rules 2000*.

Dated 2008

Member

Member

[DRAFT ONLY - NOT FOR SIGNATURE]
Australian Communications and Media Authority

DRAFT ONLY



2 Commencement

These Arrangements commence on <date>.

3 Revocation of previous instrument

The *Arrangements for Operation of the Registration System (No. 2)*, made by the Australian Communications Authority on 1 December 2000, are revoked.

Part 1 Overview of the Rules

4 Application of the Rules

The *Telecommunications Cabling Provider Rules 2000 (the Rules)* apply to every person who wishes to perform or supervise the performance of:

- (a) open cabling work; or
- (b) restricted cabling work; or
- (c) lift cabling work.

5 Requirements of the Rules

Part 4 of the Rules specifies requirements for the performance of types of cabling work described in Part 2 of the Rules. Cabling providers must comply with these requirements which include the following:

- (a) registration of cabling providers and supervisors of cabling work;
- (b) compliance with standards for cabling work;
- (c) mandatory use of compliant cabling and customer equipment;
- (d) direct supervision of unregistered cabling providers;
- (e) certification of cabling work;
- (f) compliance with additional requirements for the performance of restricted cabling work that relates to aerial cabling.

6 Arrangements to be made under the Rules

- (1) Part 3 of the Rules requires ACMA to make arrangements for the operation of a system for the registration of cabling providers (*the system*), including supervisors of cabling work. Subsection 3.1(2) of the Rules lists the matters that must be included in the system and subsection 3.1(3) of the Rules lists matters that may be included in the system.
- (2) The matters included in the system (which may be amended from time to time) for the registration of cabling providers, under which an accredited Registrar must operate, are set out in this document.

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Part 2 Competency requirements for registration

7 Publication of competency requirements

For the purpose of the system, competency requirements with which a cabling provider must comply before being eligible for registration must be published by ACMA under paragraph 3.1 (2) (a) of the Rules. These requirements are contained in the publication entitled *Pathways to Cabling Provider Rules Cabler Registration (competency requirements)* for the types of cabling work described in Part 2 of the Rules and are reproduced for ease of reference in Schedule 1.

Note The current version of the competency requirements can be found at the following website address:

http://www.acma.gov.au/webwr/aca_home/registers/cabling_licences/pathways.pdf

or by following these links from the website address www.acma.gov.au:

> For licensee & industry

> Licensing & regulation

> Telecommunications regulation

> Cabling regulation

> Training > Pathways for obtaining cabling registration

8 Competency requirements to apply to all qualifications, units of training and competency standards

- (1) All qualifications, units of training and/or competency standards must be determined in the manner set out in the competency requirements.
- (2) If qualifications, units of training and/or competency standards as determined have not been endorsed by the relevant national qualifications authority, ACMA may give reasonable directions to Registrars regarding the use of suitable qualifications, units of training and/or competency standards that will be acceptable for the purpose of registration.
- (3) In this section:
relevant national qualifications authority means:
 - (a) the Australian National Training Authority; or
 - (b) any other national body appointed for the purpose of endorsing national qualifications.

9 Registrar to advise applicants of competency requirements

Registrars must advise applicants who wish to register with them of the relevant qualifications, units of training and/or competency standards, that when attained, satisfy the competency requirements for the types of cabling work specified in Part 2 of the Rules.

10 Expired cabling registrations

For paragraph 15 (b) of these arrangements, a cabling provider who held a cabling registration issued by a Registrar may, for the period of 12 months after the expiration of the registration, use the registration as evidence of competency as if it were a current registration, in accordance with paragraph 3.1 (4) (b) of the Rules.

Note Paragraph 3.1 (4) (b) provides that a cabling provider is taken to comply with the competency requirements if the cabling provider gives to the Registrar both of the following:

- (a) an application for renewal of registration as a cabling provider;
- (b) a copy of the cabling provider's registration that expired during a period that is not greater than 12 months before the application for renewal is given to the Registrar.

11 ACMA may allow use of expired registration as evidence of competency

- (1) For section 15 of these arrangements, ACMA may, at its discretion, allow a cabling provider who held a cabling licence under the Act or registration with an accredited Registrar that has expired for more than 12 months, to use that licence or registration as evidence of competency as if it were a current cabling licence or current registration.
- (2) ACMA must exercise the discretion mentioned in subsection (1) only in extraordinary circumstances where the cabling provider can show just cause.
- (3) When exercising the discretion mentioned in subsection (1) ACMA must have regard to the period that the cabling licence or registration has lapsed, any administrative errors relating to registration, personal circumstances of the cabling provider (eg. overseas postings and health), changes to relevant standards and the Wiring Rules, other evidence of competency and all relevant provisions in the Rules.
- (4) The cabling provider must make an application for this purpose in writing to ACMA showing just cause why the discretion should be exercised.
- (5) ACMA will consider the application and provide written advice to the cabling provider.
- (6) The cabling provider may take that advice to an accredited Registrar and the Registrar will be allowed to register the cabling provider where the advice specifies that the cabling provider may use an expired licence or registration as evidence of competency.
- (7) If the registration is granted the date of effect will be from the date of application.

Part 3 Registration of cabling providers and conduct of Registrar

12 Registrar must be accredited

- (1) Registrars entitled to conduct registration services must be accredited in accordance with accreditation procedures made and published by ACMA under subsection 3.1 (7) of the Rules.
- (2) The procedures are the *Accreditation Procedures for Cabling Provider Registrars* made by ACMA on 3 October 2000.

13 Deed for accreditation of Registrars

- (1) For the purpose of the system, the registration of cabling providers and the conduct of Registrars is set out in a *Deed in relation to Cabling Provider Registrar Obligations (the Deed)*. They are matters that can be included in the system under paragraphs 3.1(2)(b), 2(c) and 3(a) of the Rules. The Deed is in a standard form approved by ACMA and will be the same for all accredited Registrars. Additional provisions apply where the Registrar is under the control of one or more controlling entities.
- (2) The Deed is between the Registrar, its controlling entity or entities (if any) and ACMA. The Deed must be executed by all the parties to give effect to the accreditation of the Registrar by ACMA.
- (3) The approved form of the Deed is set out in Schedule 2. The provisions in the Deed regarding controlling entities will not apply if there are no such entities.

14 Conduct of Registrar

- (1) A Registrar must conduct itself in a manner consistent with the obligations in the Deed. The Deed includes provisions, consistent with the *Privacy Act 1988* and the Information Privacy Principles, for the protection of personal information given to a Registrar.
- (2) The Registrar must provide applicants with:
 - (a) appropriate registration forms that must include the **declaration** set out in Schedule 3; and
 - (b) assistance to complete the forms.
- (3) The Registrar must advise applicants about:
 - (a) the evidence of competency required to make an application; and
 - (b) their obligations to retain that evidence during the registration period and for the purpose of auditing and inspection of cabling work.
- (4) The Registrar must ensure that registration forms are completed correctly and issue an appropriate registration to the cabling provider for the type of cabling work.
- (5) After registration, the Registrar must give a copy of the *Explanatory Guide to Cabling Provider Rules* to the cabling provider.

Note Among other things, the *Explanatory Guide to Cabling Provider Rules* mentions the legal obligations of a cabling provider under the Rules.
- (6) Each Registrar may set its own registration period during which a person may be registered as a cabling provider.
- (7) Before the expiry of the registration period for a cabling provider, the Registrar must advise the cabling provider:
 - (a) of the date on which the cabling provider's registration will expire; and
 - (b) of the need to apply for renewal of the cabling provider's registration on or before the date when the registration expires.

Part 4 Conditions for registration

15 Formal requirements for registration

A person must comply with the following conditions to be registered as a cabling provider:

- (a) the person must correctly complete and sign the declaration on the registration form which includes the details set out in Schedule 3 when applying for registration for the particular types of cabling work in Part 2 of the Rules;
- (b) in the declaration the person must verify that the competency requirements have been met for the type of cabling work and that the person will comply with the Rules;
- (c) the person must hold evidence of competency before being registered and at the time of making an application for registration must produce to the Registrar the appropriate qualifications of completion of the necessary units of training or attainment of the relevant competency standard.

Part 5 Conditions for renewal of registration

16 Formal requirements for renewal of registration

In order to renew registration as a cabling provider, the cabling provider must give to a Registrar a copy of written evidence of competency, and must include at least 1 of the following in the application for renewal:

- (a) proof of current registration as a cabling provider with a Registrar;
- (b) proof of the cabling provider's registration that expired during a period that is not greater than 12 months before the application for renewal is given to the Registrar;
- (c) written advice from ACMA stating that, for a reason mentioned in the advice, the cabling provider may use an expired registration as evidence of competency in accordance with section 11.

Part 6 Circumstances in which registration may be suspended, revoked or renewed

17 ACMA may give direction to suspend, revoke or renew registration

- (1) For the purpose of the system, ACMA may under paragraph 3.1(3)(c) of the Rules specify circumstances in which a Registrar may suspend, revoke or subsequently renew a registration following a suspension or revocation.
- (2) A Registrar must not make a decision to suspend, revoke or renew a registration unless ACMA gives a written direction to that effect.
- (3) The Registrar must immediately give a notice to this effect to the cabling provider and update the records of the cabling provider showing the status of the person.
- (4) During the period of suspension of a registration the effect is that the cabling provider may not perform cabling work of any type.
- (5) ACMA will have regard to breaches of the Rules before giving a direction.

Part 7 Auditing cabling work

18 ACMA to conduct audits of cabling work

Regulatory inspections of cabling work may be conducted by ACMA:

- (a) in response to a written complaint; or
- (b) on its own initiative.

Part 8 Auditing registration documents

19 Registrar to audit registration documents

- (1) A Registrar must validate the information on all registration forms submitted to the Registrar each financial year (ending 30 June).
- (2) If the information is incorrect, or if the Registrar believes that there is a discrepancy in the information, the Registrar must immediately notify ACMA of this and provide details of the error or discrepancy.

Schedule 1 Competency requirements

(section 7)

Note 1 The competency requirements are reproduced in this Schedule for ease of reference.

Note 2 The current version of the competency requirements can be found at the following website address:

http://www.acma.gov.au/webwr/aca_home/registers/cabling_licences/pathways.pdf

or by following these links from the website address www.acma.gov.au:

- > For licensee & industry
- > Licensing & regulation
- > Telecommunications regulation
- > Cabling regulation
- > Training > Pathways for obtaining cabling registration

Pathways to ACMA Cabling Provider Rules Cabler Registration

May 2007

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Commonwealth of Australia 2007

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Canberra Central Office Purple Building, Benjamin Offices Chan Street, Belconnen PO Box 78, Belconnen ACT 2616 Tel: 02 6219 5555 Fax: 02 6219 5200	Melbourne Central Office Level 44, Melbourne Central Tower 360 Elizabeth Street, Melbourne PO Box 13112 Law Courts Melbourne Vic 8010 Tel: 03 9963 6800 Fax: 03 9963 6899 TTY: 03 9963 6948	Sydney Central Office Level 15, Tower 1 Darling Park 201 Sussex Street, Sydney PO Box Q500 Queen Victoria Building NSW 1230 Tel: 02 9334 7700, 1800 226 667 Fax: 02 9334 7799
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Introduction

The Australian Communications and Media Authority (ACMA) and key industry stakeholders originally developed this document in 2004 to consolidate the training pathways to ACMA Cabling Provider Rules (CPR) registration.

In the cabler training and registration sector, there needs to be clarity about the programs available for training cablers and which programs apply to which types of candidates. The pathways in this document bring together existing programs in a cohesive framework of training that optimises access to training and registration for all types of candidates.

Use of this document

This document is intended to be the primary information source for registered training organisations (RTOs), registrar organisations and cabler assessors.

The recommended strategy for using this document with individual candidates is:

- **Identify the characteristics of the candidate**—their experience, prior learning and desired outcomes
- **Assess the candidate’s experience** using the criteria supplied in the section Criteria for cabling experience
- **Select a pathway** which suits the candidate characteristics using the charts in Figure 1 or Figure 5
- **Refer to the detailed charts** to obtain information about the specific modules or competency units to be undertaken.

The charts can also be used by RTOs in determining which programs they will offer and the specific details of those programs.

Contact details – TITAB Australia, EE-OZ, ACMA & IBSA

For more information or advice about the use of this document or other issues concerning cabler training and registration contact one of the organisations listed.

TITAB Australia

Tel:	03 9349 4955	Fax:	03 9349 4844
Email:	info@titab.com.au	Website:	www.titab.com.au

EE-Oz Training Standards

Tel:	02 6241 2155	Fax:	02 6241 2177
Email:	ee-oz@ee-oz.com.au	Website:	www.ee-oz.com.au

Australian Communications and Media Authority (ACMA)

Tel: 03 9963 6800 Fax: 03 9963 6970
Email: ccat@acma.gov.au Website: www.acma.gov.au

Innovation & Business Skills Australia (IBSA)

Tel: 03 9815 7000 Fax: 03 9815 7001
Email: reception@ibsa.org.au Website: www.ibsa.org.au

Methodology for developing pathways

Background

In September 2003, the Australian National Training Authority (ANTA), now a function of the Department of Education, Science and Training (DEST), funded a project with the following initial brief:

The purpose of this grant is to provide the IT Skills Hub Pty Ltd with funds to develop support materials to meet the regulatory requirements of the Australian Communications and Media Authority (ACMA).

The project will include the development of recognition and training pathway models and assessment tools, which will be used by Registered Training Organisations, regulators and employers to enable individuals to have their skills formally recognised and benchmarked against ACMA requirements.

The development of the pathways outlined in this document is one of the products of that project and an update was completed in 2007, supported by IBSA, EE-Oz, and TITAB Australia.

Development process

The pathways development process has involved:

- research into existing pathways and types of cabler registration candidates
- Australia-wide industry focus groups to assess industry stakeholder issues
- review and refinement of existing pathways to address industry stakeholder issues and candidate needs
- Australia-wide validation of refined pathways with industry stakeholders
- documentation and consolidation of pathways in consultation with ACMA and key stakeholders
- revising content in 2006/2007 to ensure a better understanding of the requirements of Pathways and to simplify the pathways document for end users
- addressing the concerns of state/territory training authorities in relation to audits and findings on alignment of pathways with the Australian Quality Training Framework (AQTF)

-
- clarification in the 2007 document to ensure that users of the document can see that the **principles in this document apply to the ACMA Cabler Provider Rules (CPR) registration system and are not to be substituted for requirements of the Australian Quality Training Framework (AQTF)**. As the national communications regulator, ACMA sets out requirements for cablers in an industry context and state/territory training authorities administer the national AQTF requirements.

The outcome of this process is a set of agreed pathways that address the needs of all cabler registration candidates and the issues raised by industry stakeholders.

Types of cabling work

The following information on cabling work has been extracted from the [Telecommunications Cabling Provider Rules 2000](#) (CPRs), as amended, made under subsection 421 (1) of the *Telecommunications Act 1997*. The full consolidated version is on the ACMA website at www.acma.gov.au (go to **For licensees and industry: Licensing and regulation > Telecommunications regulation > Cabling licensing > Cabling Provider Rules**).

Types

These rules apply to three types of cabling work—open, restricted and lift.

Open cabling work

Open cabling work is any type of cabling work (including aerial or underground cabling work on private or public property) in which the customer cabling that is used terminates at the network boundary on a socket, a network termination device or a distributor.

Examples of distributors

- 1 Building distributor (formerly known as a main distribution frame)
- 2 Campus distributor

Restricted cabling work

Restricted cabling work is defined in the Cabling Provider Rules as:

- (1) Subject to subsection (2), the following cabling work is **restricted cabling work**:
 - (a) cabling work (including aerial or underground cabling work on private property):
 - (i) that is performed only in relation to a customer's premises; and
 - (ii) in which the electrical supply voltage does not exceed typical domestic single-phase and three-phase electrical supply voltages; and
 - (iii) in which the customer cabling that is used terminates at the network boundary on a socket or network termination device;
 - (b) cabling work in which customer cabling is connected to customer equipment that complies with:
 - (i) the Act; and
 - (ii) the requirements of the Labelling Notice;
 - (c) cabling work that meets each of the following criteria:

- (i) the work is performed only in relation to a customer's premises;
- (ii) the electrical supply voltage exceeds the typical domestic single-phase and three-phase electrical supply voltages;
- (iii) the supply voltages are identifiable by every person performing the cabling work;
- (iv) the electrical power cables are inaccessible to any person performing the cabling work

Note 1 Domestic single-phase and three-phase electrical supply voltages are nominally 240 and 415 V ac (volts alternating current) respectively.

Note 2 Section 4.6 sets out requirements that must be met if a cabling provider is performing restricted cabling work that relates to aerial cabling.

(2) Subsection (1) does not apply to cabling work:

(a) performed between customer equipment and any of the following jumperable distributors or jumperable frames, and terminating at the distributor or frame:

- (i) a Building Distributor;
- (ii) a Campus Distributor;
- (iii) a Local Distributor;
- (iv) a Floor Distributor;
- (v) a System Distribution Frame;
- (vi) a Test Point Frame; or

(b) involving cable pairs that are included in cable sheaths shared with other services; or

(c) performed between customer equipment and a patch panel, and terminating at the patch panel.

Examples of restricted cabling work

1. Cabling work connected behind an alarm panel or modem (but not via a jumperable distributor, a jumperable frame or a patch panel).
2. Cabling work connected directly behind a Customer Switching System (but not via a jumperable distributor, a jumperable frame or a patch panel).
3. Cabling work for additional phone points (other than the first point) in a commercial, high rise or multi-storey building, if the service involved is a standard telephone service (but not via a jumperable distributor, a jumperable frame or a patch panel).
4. Cabling work for a home automation system (but not via a jumperable distributor, a jumperable frame or a patch panel).

Lift cabling work

Lift cabling work is defined in the Cabling Provider Rules as work:

- (a) that is performed in relation to a lift that has been installed, or is to be installed; and
- (b) in relation to which the customer cabling that is used connects:
 - (i) a cross connection point adjacent to the lift motor room; and
 - (ii) the lift control cubicle within the lift motor room; and
 - (iii) the lift cars.

Examples of cross connection points

1. The Floor Distributor (formerly known as the Intermediate Distribution Frame).
2. The Local Distributor (formerly known as the Final Distribution Point).
3. Another suitable cable termination point adjacent to the lift motor room.

More information

More detailed information about the CPRs and arrangements for cabler registration is available on request from ACMA.

Criteria for cabling experience

Candidates for registration through the module based pathways **require experience in cabling** as well as the successful completion of the required modules. The lists of criteria outlined below are to be used by RTOs in assessing a candidate's experience.

Open Registration

Where cablers require experience to progress to open cabler registration the following criteria can be used to define cabling experience.

The experience of the candidate should meet **the first three criteria in all cases and four of the other criteria** listed.

- Experience comprises at least 600 hours of work on cabling tasks within the last two years
- Cabling experience was supervised by a registered cabler
- Cabling work undertaken is covered by one or more Australian Technical Standards, e.g. AS/ACIF S008:2006 and AS/ACIF S009:2006

-
- Installation of distributor systems involving a capacity of at least 20 lines
 - Installation of telecommunications earthing protection
 - Creation and interpretation of cable plans
 - Assistance in cable testing and fault rectification
 - Preparation of telecommunications cabling advice (TCA) reports for customers
 - Interaction with customers

Evidence of experience: This should be provided to an RTO, or a registrar on request, by a registered cabler who has supervised the candidate. To do this, photocopy this page, add the name of the candidate and tick the criteria they have met. Then sign off giving current CPR registration number.

Note: Where state/territory school-based programs operate, these are usually undertaken on the basis of qualifications within a competency based system. State/territory training authorities may apply their own experience criteria to such programs whether module or competency based, before issuing any formal credentials.

The experience criteria for AQTF purposes may differ from ACMA criteria.

Restricted Registration

Where cablers require experience to progress to restricted cabler registration the following criteria can be used to clarify the definition of cabling experience.

The experience of the candidate should meet the **first three criteria in all cases** and **two of the other criteria** listed.

- Experience comprises at least 400 hours of work on cabling tasks within the last two years
 - Cabling experience was supervised by a registered cabler
 - Cabling work undertaken is covered by one or more Australian Technical Standards, e.g. AS/ACIF S008:2006 and AS/ACIF S009:2006
-

- Creation and interpretation of cable plans
- Assistance in cable testing and fault rectification
- Preparation of TCA reports for customers
- Interaction with customers

Evidence of experience: This should be provided to an RTO, or a registrar on request, by a registered cabler who has supervised the candidate. To do this, the registered cabler should photocopy this page, add the name of the candidate and tick the criteria he or she has met. The cabler should sign off the page and provide the current CPR registration number.

Note: Where state/territory school-based programs operate, these are usually undertaken on the basis of qualifications within a competency based system. State/territory training authorities may apply their own experience criteria to such programs, whether module or competency based, before issuing any formal credentials.

The experience criteria for AQTF purposes may differ from ACMA criteria.

Pathways charts

Explanation and list of charts

There are multiple pathways to cabler registration. These pathways arise from the telecommunications and the electrotechnology training packages and agreements between stakeholders.

Figures 1 and 5 provide an overview of the collective pathways to Open and Restricted Registration. The other figures provide more detailed information about specific pathways. [Guidance for RTOs when assessing a candidate's prior cabling experience](#) is provided under [Criteria for cabling experience above](#).

Figure 1: Summary of Open Registration pathways

Figure 2: Competency-based pathways

Figure 3: Module-based pathway for qualified electricians and experienced cablers

Figure 4: Module-based pathway to Open Registration for ordinary people

Figure 5: Summary of Restricted Registration pathways

Figure 5A: Summary of Lift Registration pathways

Figure 6: Competency-based pathways

Figure 7: Module-based pathway for qualified electricians and experienced cablers

Figure 8: Module-based training pathway to Restricted Registration for ordinary people

Figure 1: Summary of Open Registration pathways

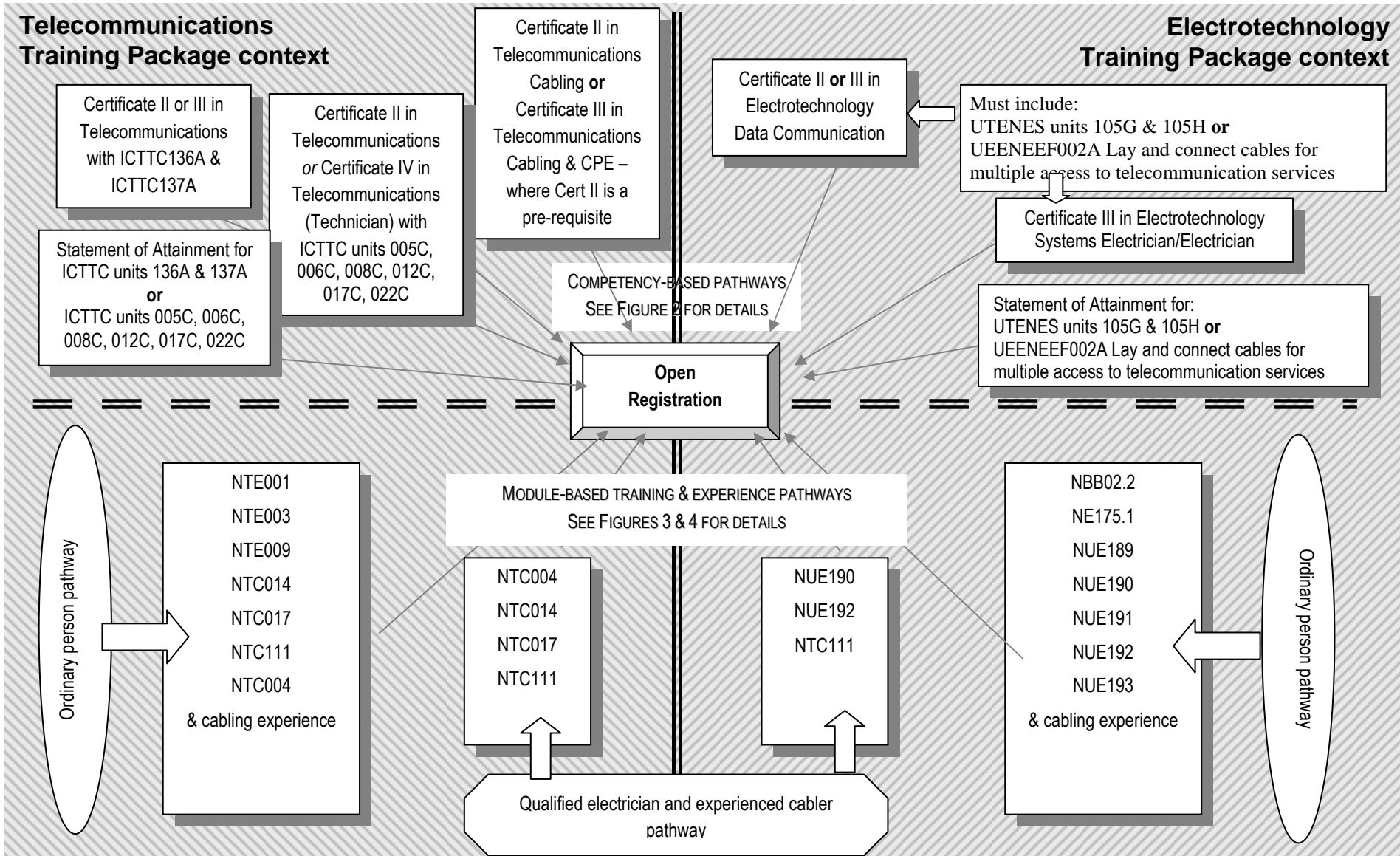
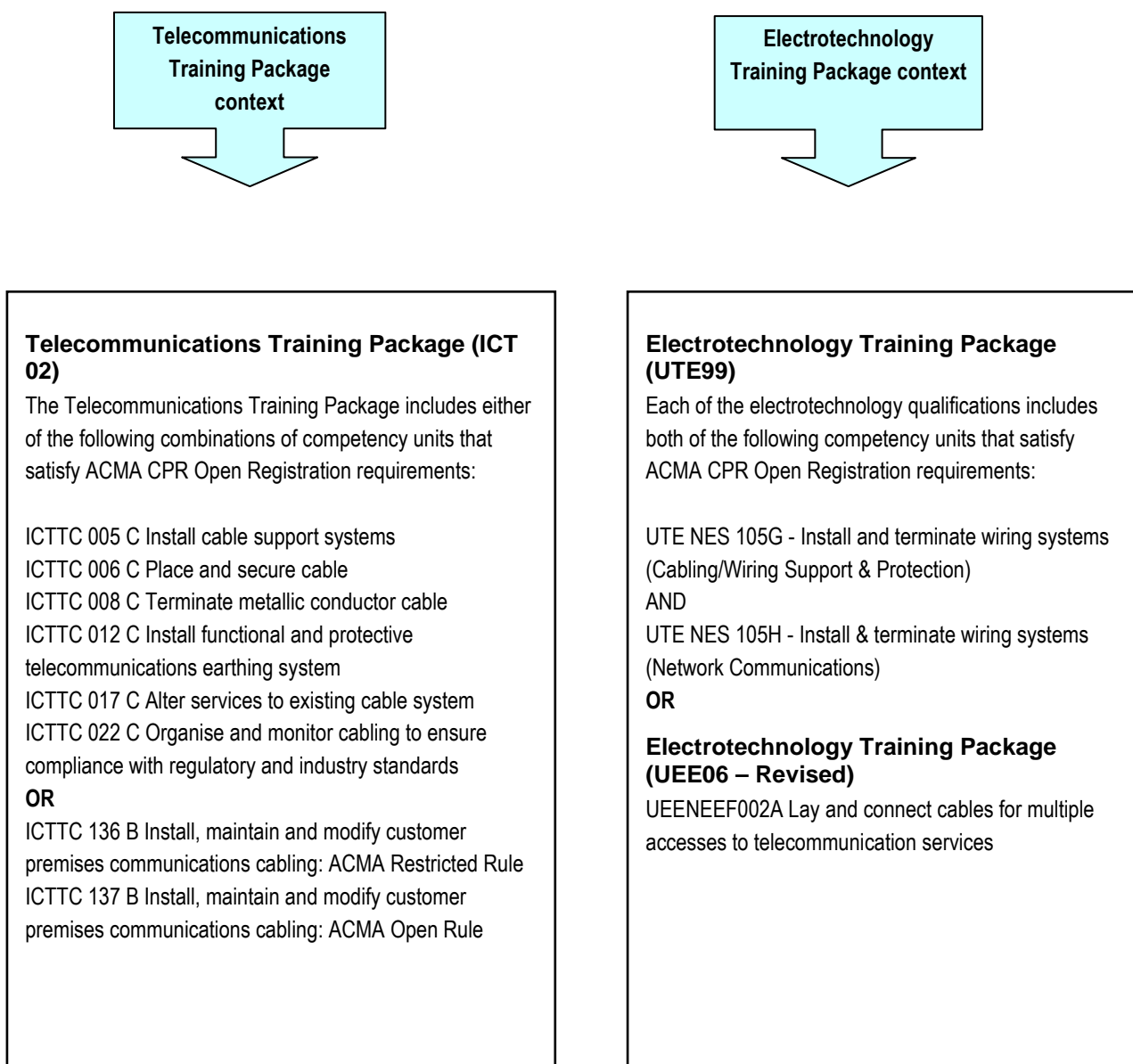
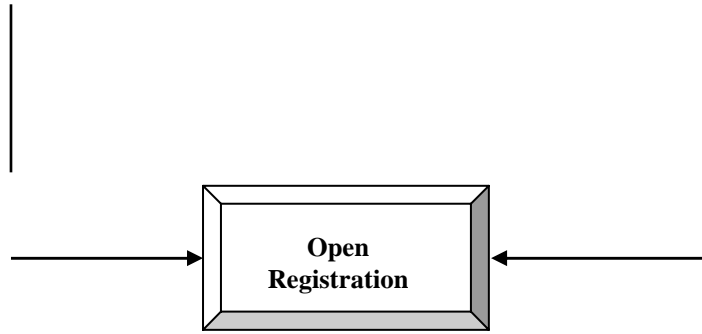


Figure 2: Competency-based pathways – Open Registration

These pathways apply to any person **who does not meet the criteria for a licensed electrician or experienced cabler**. As these persons are assessed against national competencies and deemed competent, there may be no requirement for formal on the job experience.





Note: Where school based programs operate under state/territory jurisdiction, there may be 'work experience' requirements applied to students before formal awards are given. Notwithstanding, work practice in cable installation must be demonstrated.

Figure 3: Module-based pathway for qualified electricians and experienced cablers* – Open Registration

*Experienced cablers are technically trained staff from telecommunications, fire, security, data and computer cabling companies and statutory authorities who can be credited with completion of modules NTE001, NTE003, NTE009 (or their equivalents) using their formal RTO or employer training records.

Note: There is no fast track option for NTC004 /NTE005/NUE190. An 80 per cent pass mark using the prescribed ACMA subject guides in the module is required per test. Any retest must be again set against the full subject guides.

For experienced cablers and qualified electricians, the RTO has the responsibility to ensure the pre-requisite requirements are met for these pathways by sighting and recording evidence of credits, completed qualification or assessing and providing a Statement of Attainment.

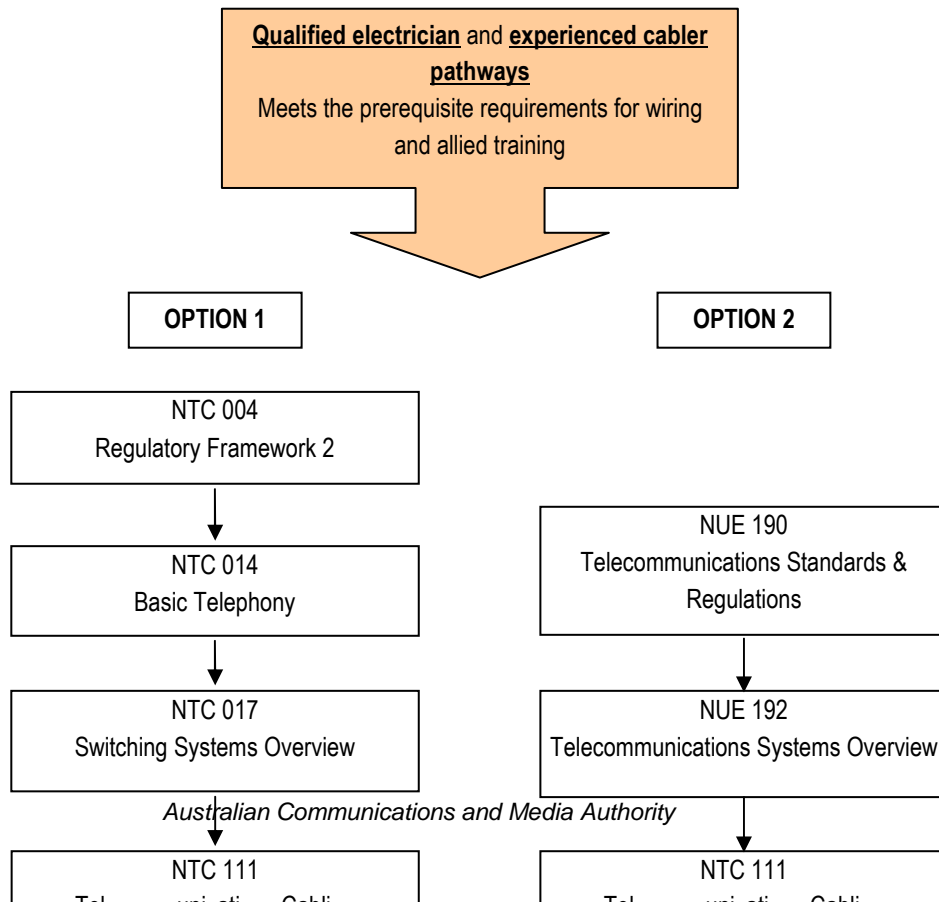
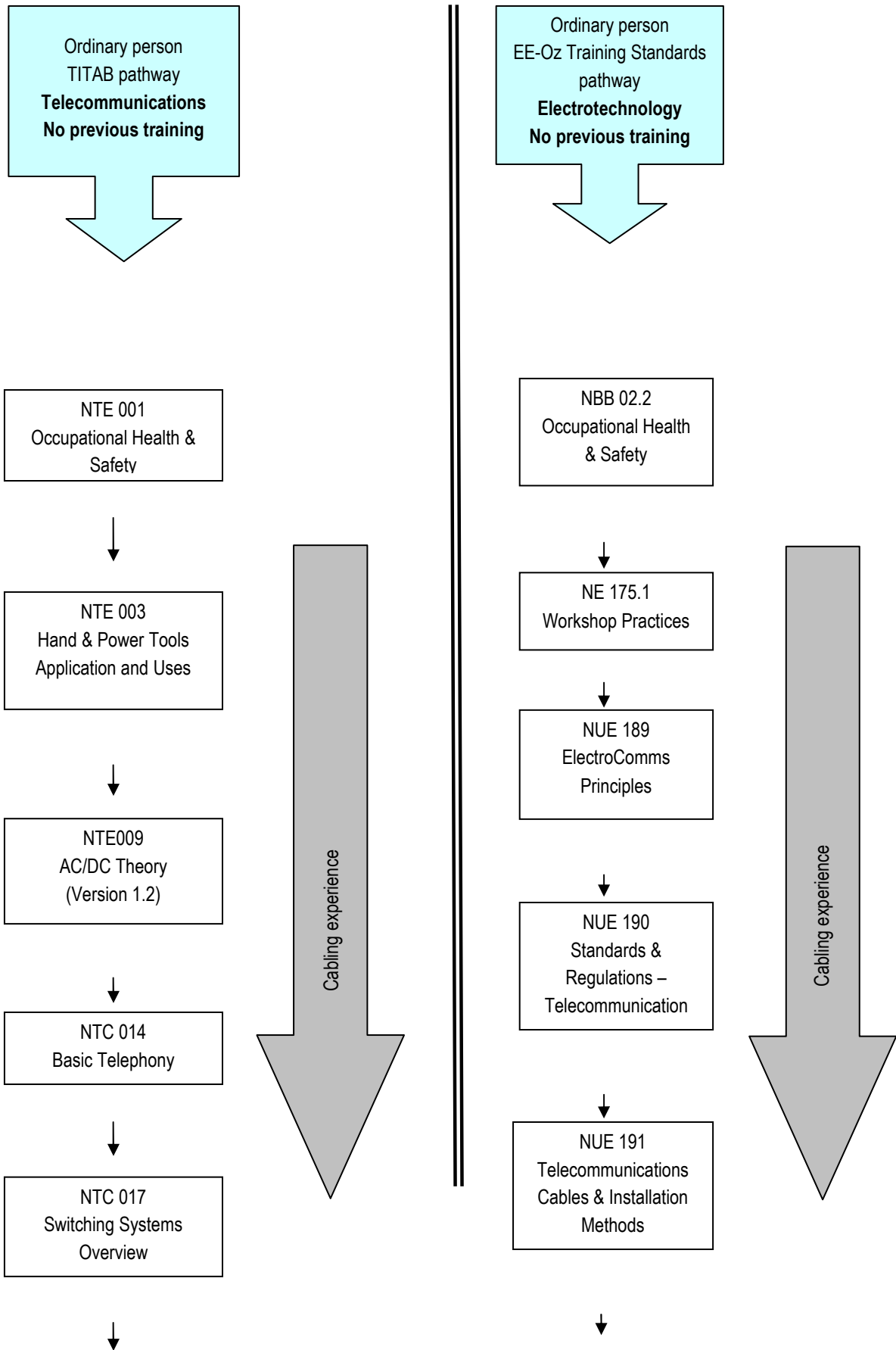




Figure 4: Module-based pathway for ordinary people – Open Registration



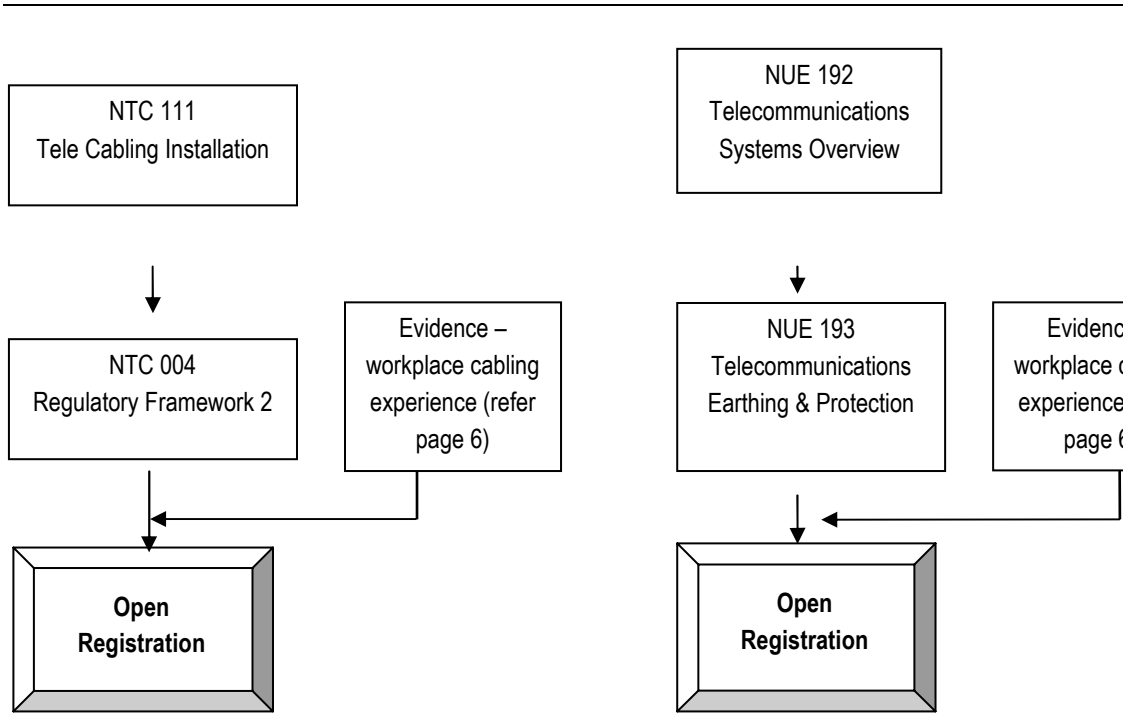


Figure 5: Summary of Restricted Registration pathways

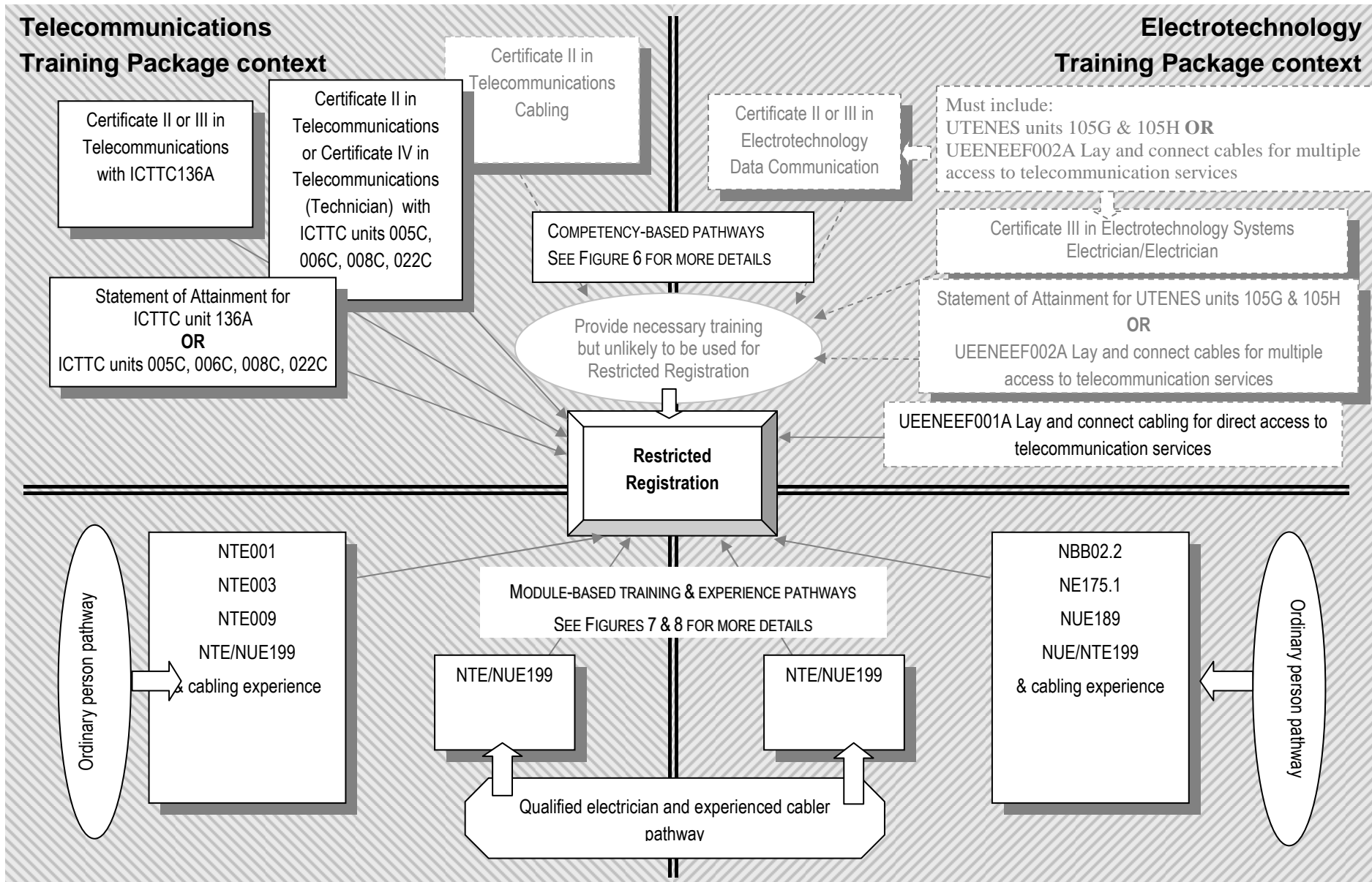


Figure 5A: Summary of Lift Registration pathways

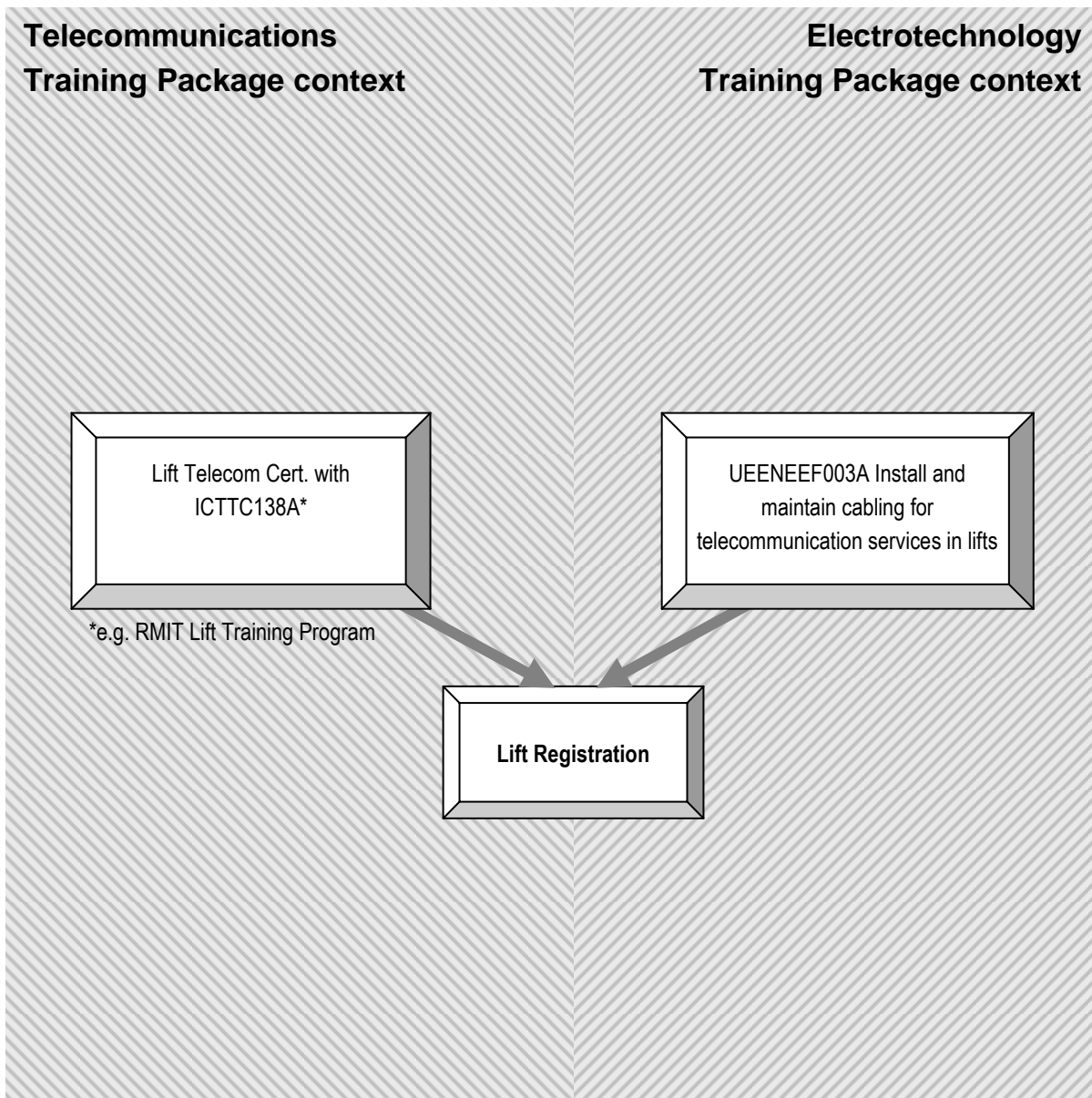


Figure 6: Competency-based pathways – Restricted Registration

The telecommunications pathway is open to people from all disciplines who want to meet the ACMA CPR Restricted Registration requirements.

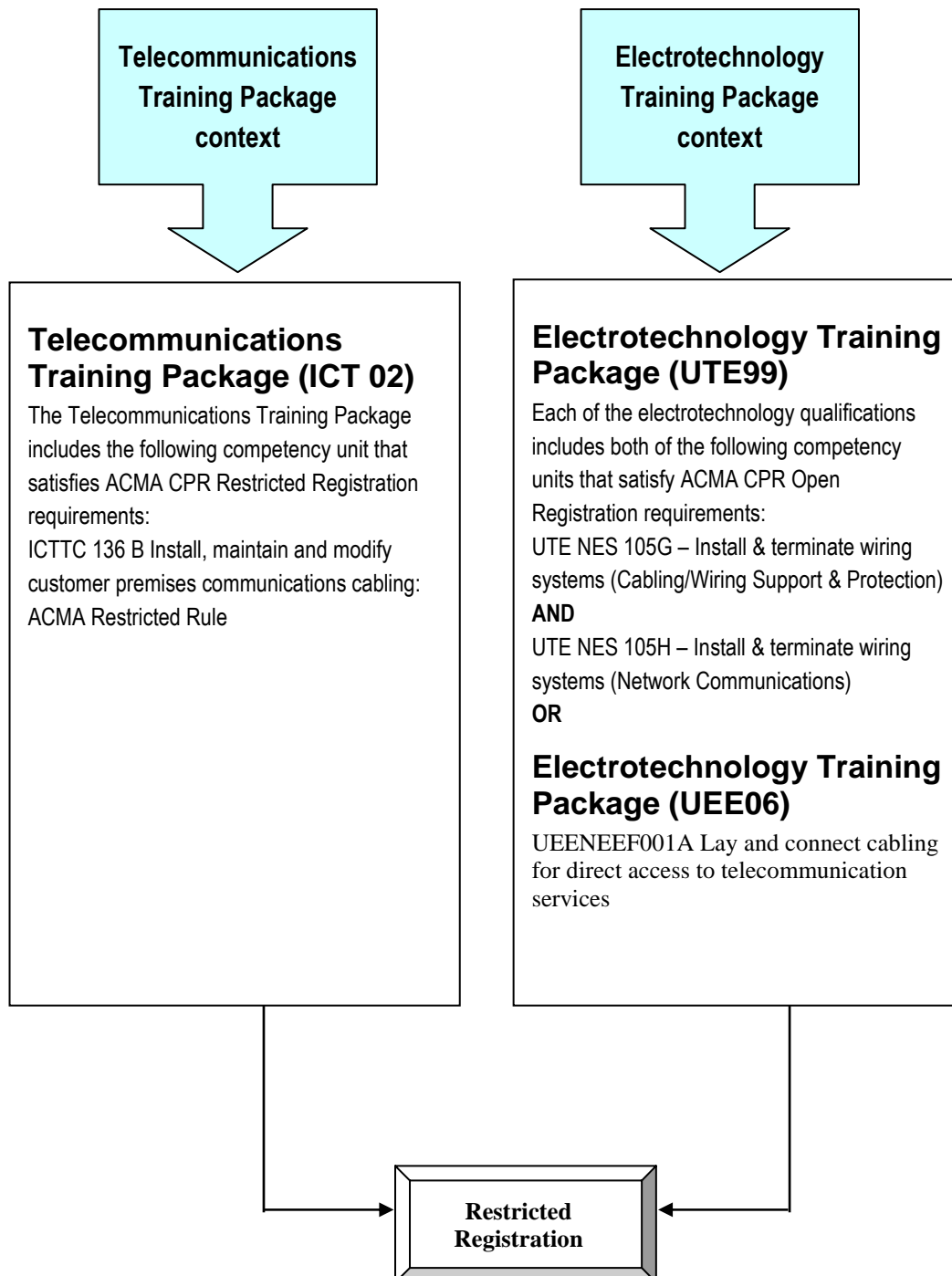


Figure 7: Module-based pathway for qualified electricians and experienced cablers* – Restricted Registration

*Experienced cablers are technically trained staff from telecommunications, fire, security, data and computer cabling companies and statutory authorities who can be credited with completion of modules NTE001, NTE003, NTE009 (or their equivalents) using their formal RTO or employer training records.

For experienced cablers and qualified electricians, the RTO has the responsibility to ensure the pre-requisite requirements are met for these pathways by sighting and recording evidence of credits, completed qualification or assessing and providing a Statement of Attainment.

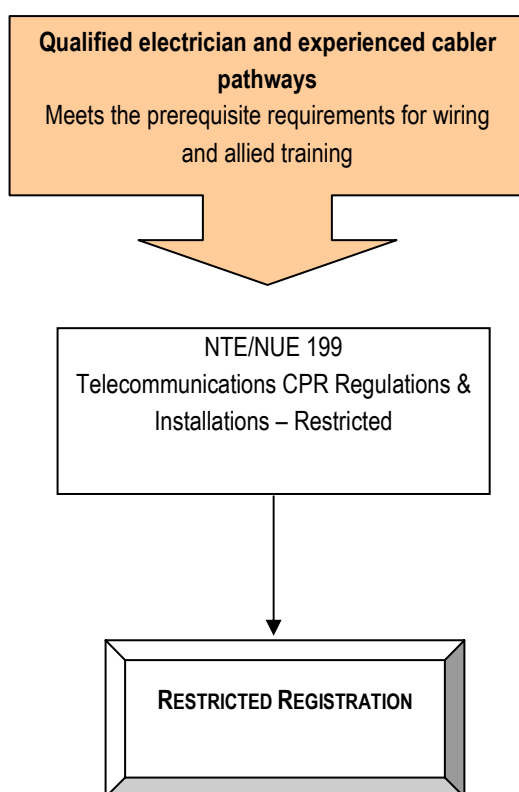
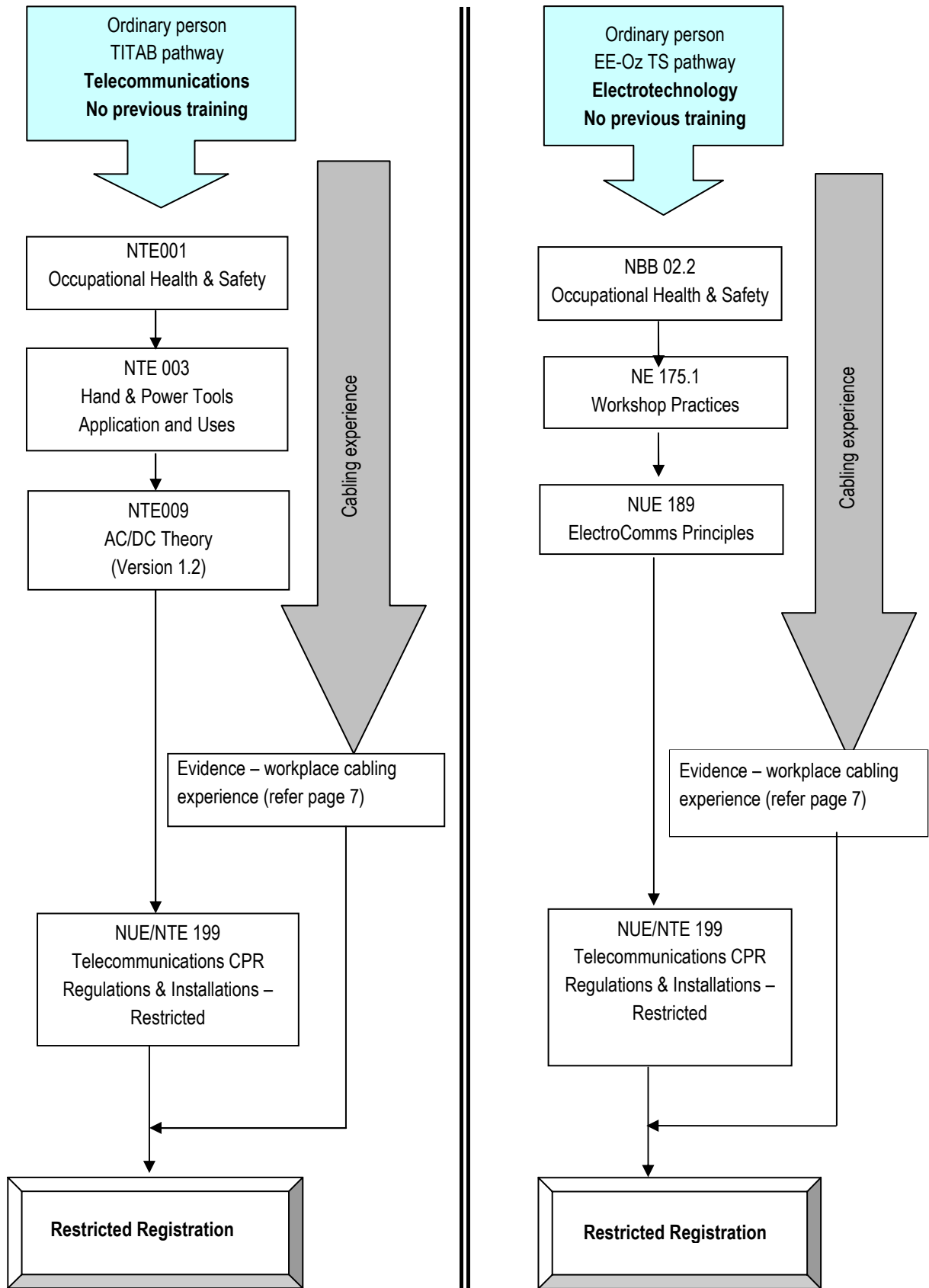


Figure 8: Module-based training pathway for ordinary people – Restricted Registration



DRAFT ONLY

Cabling Provider Rules

The *Telecommunications Cabling Provider Rules 2000* (CPRs) regulate the cabling industry and replaced the previous cabler licensing system with an industry-managed registration scheme.

CPRs ensure that minimum cabling requirements are in place to promote safety and maintain network integrity.

The major requirements of CPRs are that:

1. All customer cabling work in the telecommunications, fire security and data industries must be performed by a registered cabler.
2. Depending on the cabling work performed, cablers must obtain either an Open, Restricted or Lift registration that meets ACMA's training competency requirements.
3. Cabling work must comply with the Wiring Rules. The Wiring Rules detail the minimum requirements for cabling installations to ensure that network integrity and the health and safety of end-users, other cablers and carrier personnel is protected.
4. A key requirement of the Wiring Rules is that telecommunications cabling is adequately separated or segregated from electrical cabling to avoid creating a dangerous situation.
5. Cablers are required to install only cabling product (including cable) and customer equipment that complies with the requirements of the Labelling Notice.
6. Cablers must, at the completion of each cabling task, provide the client (i.e. the customer or employer, whichever is appropriate) with a job sign-off form, such as a telecommunications cabling advice form (TCA).
7. Registered cablers must directly supervise an unqualified cabler's cabling work. This is known as the Supervision Rule.
8. Under the Supervision Rule, a qualified cabler must accept full responsibility for the work done by an unqualified cabler and ensure that it fully complies with the Wiring Rules including signing the TCA form.
9. Cablers must provide all reasonable cooperation and assistance to ACMA inspectors and cabling auditors. Cablers can be subject to fines if they do not abide by their registration conditions.
10. Cablers are required to notify their registrar of any change of contact details within 21 days.

More information

This is a brief overview of the CPRs and does not list all the obligations and responsibilities of cablers performing telecommunications cabling work. Cablers should make themselves familiar with the requirements of the [Telecommunications Cabling Provider Rules 2000](#),

which is on the ACMA website at www.acma.gov.au or contact ACMA on telephone 1300 850 115, fax (03) 9963 6970 or email to cabling@acma.gov.au.

Please note: This document is intended as a guide only. For this reason, the information should not be relied on as legal advice or regarded as a substitute for legal advice in individual cases. **This document is on the ACMA website at www.acma.gov.au/webwr/aca_home/registers/cabling_licences/pathways.pdf.**

Offences

A person who intentionally or recklessly contravenes the requirements for CPRs is guilty of an offence punishable on conviction by a fine of more than \$13,000.

**Schedule 2 Deed in relation to Cabling Provider
Registrar Obligations**

(section 13)

DEED

between

XXXXX

and

**AUSTRALIAN COMMUNICATIONS
AUTHORITY**

in relation to

Cabling Provider Registrar Obligations

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This Deed is made on _____

Parties

AUSTRALIAN COMMUNICATIONS AUTHORITY ABN 78 334 953 951 a body corporate continued in existence under the *Australian Communications Authority Act 1997* ('**ACA**')

And

XXXX a company incorporated under the Corporations Law and having its registered office in **XXXX**('**Registrar**')

Purpose

- A. The *Telecommunications Cabling Provider Rules 2000* (the Rules) made by the ACA commenced on 3 October 2000.
- B. Under Part 3 of the Rules, the ACA must make arrangements for the operation of a system for the registration of cabling providers.
- C. The system may include, amongst other things, the registration by a Registrar of cabling providers that comply with certain competency requirements, requirements for the conduct of the Registrar, arrangements for the auditing of registration documents and arrangements for the protection of information given to the Registrar.
- D. Under Part 3 of the Rules, the ACA is not required to act as the Registrar.
- E. The Registrar wishes to be appointed by the ACA as an accredited Registrar for the purposes of Part 3 of the Rules, to enable it to provide Registration Services to cabling providers.
- F. The ACA has agreed to appoint the Registrar as an accredited Registrar so it can provide Registration Services to cabling providers.
- G. On commencement of this Deed, the Registrar is appointed as an accredited Registrar and is entitled to provide Registration Services to cabling providers within the framework of this Deed.

Operative Part

1. **Definitions**

1.1 Unless otherwise provided, terms in this Deed shall have the same meanings as provided in the Rules.

1.2 In this Deed, unless the contrary intention appears:

ACA means the Australian Communications Authority, a body corporate continued in existence under the *Australian Communications Authority Act 1997*;

Accreditation Criteria means the criteria for accreditation described in clause 5.1;

Annual Business Report means the report which the Registrar must provide to the ACA under clause 9.3;

Annual Performance Report means the compilation of Performance Reports which the Registrar must provide to the ACA under clause 9.2;

Authorised Auditor means any person or organisation (including an employee of that organisation) authorised in writing by the ACA to audit the Registrar's ongoing compliance with this Deed and its financial records in relation to the Registration Services;

Business Day means any day other than a Saturday, Sunday or public holiday (including public service holidays) for the whole of the Australian Capital Territory or whole of the State or Territory in which the Registrar's registered office is located;

Business Hours means the hours between 9.00 am and 5.00 pm local time;

Commencement Date means the later of:

- (a) the date on which all Parties have executed this Deed; and
- (b) the date on which the Rules are made;

Database means the database used to record, store and maintain details of all cabling provider registrations used in providing the Registration Services;

Default Event means an event described in clause 26.1;

Information Privacy Principles means the principles referred to as such under the *Privacy Act 1988*;

Intellectual Property includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), confidential information (including trade secrets and know how), databases, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Parties means the ACA and the Registrar;

Performance Report means the report which the Registrar must provide to the ACA under clause 9.1;

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Registrar means XXXX a company incorporated under the Corporations Law and having its registered office in Carlton, Victoria;

Registrar Coordinating Committee means the committee established by the ACA and known by that name, or its replacement, being a committee consisting of the following representatives:

- (a) a representative of the ACA, who will chair the committee; and
- (b) a representative of each accredited Registrar.

Registration Services mean:

- (a) registering applicants as cabling providers to perform the types of cabling work specified in the Rules upon receiving their correctly completed registration forms;
- (b) issuing proof of registration to successful applicants;
- (c) providing communications and mailings to cabling providers of information relevant to their registration;
- (d) maintenance of the Database;

-
- (e) handling enquiries and complaints concerning paragraphs (a) to (d); and
 - (f) any other matter within the scope of the Rules and agreed to by the Registrar Coordinating Committee which the ACA notifies to the Registrar as a Registration Service.

Rules means the *Telecommunications Cabling Provider Rules 2000*;

Service Levels means the following timeframes:

- (a) issuing new or amended cabling provider registrations within 7 Business Days following receipt of a correctly completed registration form;
- (b) responding to written and electronic communications (including inquiries and complaints) from cabling providers and the public within 7 Business Days of receipt;
- (c) responding to telephone enquiries from cabling providers and the public within 2 Business Days;
- (d) resolving complaints within 60 days after they are made; and
- (e) validating the information on 1% of the registration forms submitted each financial year to the Registrar using an appropriate sampling system, by the end of the financial year;

Services Development Plan means a plan for the development in Australia of:

- (a) the Registration Services; and
- (b) ancillary services relating to the industry in which cabling providers are involved;

by the Registrar and must deal with the following matters:

- (c) arrangements for provision of and access to the Registration Services;
- (d) consultation with industry on the services offered to cabling providers;

-
- (e) the Registrar's relationship with the communications cabling industry;
 - (f) details of the Registrar's initiatives for improving industry standards;
 - (g) employment opportunities in industries in which cabling providers are involved, in relation to relevant training; and
 - (h) details of the Registrar's complaints handling system;
 - (i) the Registrar's staffing, directors and corporate structure; and
 - (j) the Registrar's future strategic direction;

Termination Notice means a notice under clause 26.2 or 26.3 which has the effect of terminating this Deed.

2. Interpretation

2.1 In this Deed, unless the contrary intention appears:

- (a) monetary references are references to Australian currency;
- (b) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a reference to a clause, paragraph or subparagraph is a reference to a clause, paragraph or subparagraph of this Deed;
- (d) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (e) a reference to a body, a position or an authority whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body, position or authority;is a reference to the body, position or authority which replaces it or which substantially succeeds to its powers or functions;
- (f) a reference to a financial year is to a financial year ending on 30 June;
- (g) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

-
- (h) words in the singular number include the plural and vice versa;
 - (i) words importing a gender include any other gender;
 - (j) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time.
 - (k) a reference to writing, or written, refers to any representation of words, figures or symbols capable of being rendered in a visible form; and
 - (l) no provision of this Deed will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision.

3. *Scope of Deed*

- 3.1 This Deed sets out the terms and conditions under which the Registrar has obtained and may maintain accreditation as a Registrar.

4. *Term*

- 4.1 This Deed commences on the Commencement Date and, subject to this Deed, continues until terminated in accordance with clause 26.

5. *Accreditation*

- 5.1 The Registrar acknowledges that it has been invited to enter into this Deed in accordance with the accreditation procedures published by the ACA under subsection 3.1(5) of the Rules, which include the following criteria (the Accreditation Criteria):

- (a) capability to provide Registration Services, including a suitably qualified and experienced staff to deliver the Registration Services;
- (b) financial viability, to ensure the ongoing provision of Registration Services;
- (c) demonstrated commitment to developing the cabling provider industry; and
- (d) willingness and ability to comply with this Deed.

- 5.2 In order to maintain its accreditation, the Registrar must:

- (a) continue to satisfy the Accreditation Criteria;

-
- (b) comply with this Deed;
 - (c) comply with the arrangements for the operation of the system for the registration of cabling providers under the Rules;
 - (d) comply with reasonable directions given by the ACA relating to the Accreditation Criteria or this Deed; and
 - (e) provide the Registration Services:
 - (i) nationally, such that cabling providers throughout Australia are able to readily access the Registration Services provided by the Registrar, which at a minimum means that the Registrar must have representatives who can be contacted in each State and Territory;
 - (ii) at a minimum, during Business Hours on each Business Day;
 - (iii) by direct personal contact, mail, telephone, facsimile, email, internet and other electronic communications (as appropriate); and
 - (iv) in accordance with the Service Levels.

5.3 The Registrar must on request promptly provide the ACA with any information it reasonably requires concerning the Registrar's performance of its obligations under this Deed.

5.4 The ACA may revoke the Registrar's accreditation if:

- (a) the Registrar commits a material breach of the requirements of this clause 5;
- (b) the ACA has given the Registrar written notice specifying that breach; and
- (c) the Registrar fails to remedy that breach to the ACA's reasonable satisfaction within 14 days of receipt of that notice, or such longer period as may be specified in the notice.

5.5 If the ACA revokes the Registrar's accreditation, then this Deed is terminated from the date of revocation.

5.6 If this Deed is terminated under clause 5.5 then the Registrar will cease to hold any accreditation from the date of termination of this Deed.

5.7 If:

-
- (a) the Registrar's circumstances change and the Registrar considers that this may affect its ability to maintain its accreditation; or
 - (b) the Registrar wants to significantly change some aspect of the manner of its operations regarding the Registration Services;

the Registrar must notify the ACA about the change and the ACA must make a decision in good faith about whether or not it remains appropriate for the Registrar to remain accredited.

5.8 If, under clause 5.7, the ACA decides it is not appropriate for the Registrar to remain accredited:

- (a) the ACA must immediately request the Registrar to provide the ACA with adequate reasons as to why its accreditation should not be revoked; and
- (b) if in the ACA's reasonable opinion the Registrar's response is unsatisfactory the ACA must immediately notify the Registrar that its accreditation is revoked to take effect from the date nominated in the notice.

6. Consequences of Accreditation

6.1 Obtaining accreditation by the ACA entitles the Registrar to:

- (a) represent to third parties that it has been accredited by the ACA to provide Registration Services;
- (b) use the words "accredited by the Australian Communications Authority" after the name of the Registrar on cabling provider registration cards;
- (c) use the ACA name and ACA symbol in conjunction with the Registration Services in the Registrar's offices and on its website;
- (d) provide Registration Services to cabling providers; and
- (e) subject to the ACA's prior written approval (except as provided for in paragraphs (a) and (b)), use the ACA name and ACA symbol on promotional material to indicate that the Registrar has been accredited by the ACA to provide Registration Services;

but the Registrar must not otherwise use the ACA name or ACA symbol.

7. Fees

7.1 The Registrar must only charge cabling providers for the provision of Registration Services on a cost recovery basis.

7.2 Charges on a cost recovery basis must be reasonably related to the expenses incurred or to be incurred by the Registrar in relation to the matters to which the charge relates.

8. Persons who must not be Registered

8.1 The Registrar must not register a person as a cabling provider who does not meet the conditions of registration made under the Rules or whose registration has been suspended or revoked in the circumstances determined under the Rules.

8.2 The Registrar must not register a person as a cabling provider who has not correctly completed a registration form approved by the Registrar.

8.3 If the ACA directs the Registrar to suspend or revoke or to subsequently cease suspension of or renew the registration of a cabling provider, the Registrar must do so immediately.

9. Reporting to the ACA

9.1 The Registrar must, within 15 Business Days of the end of each calendar quarter, provide an accurate Performance Report to the ACA which must include the following information:

- (a) the performance of the Registrar against the Service Levels;
- (b) the number of registrations of cabling providers by the following categories:
 - (i) new or renewal; and
 - (ii) type of registration (that is, open, restricted, lift or other cabling work);
- (c) a reasonable estimate using an appropriate sampling system of:
 - (i) the method of application (that is, in person, mail, facsimile, email, internet or other electronic communication); and
 - (ii) industry sector (that is, telecommunications, lifts, security, fire, computing or other industry sector);
- (d) data concerning complaints, including:
 - (i) the number of complaints received by the Registrar;

-
- (ii) source and nature of complaint;
 - (iii) response time;
 - (iv) if applicable, action taken to remedy the matter complained of;
 - (v) if applicable, the complainant's response to subparagraph (iv);
 - (vi) service satisfaction reports, being the reports based on surveys developed to measure customer satisfaction with the Registrar's services; and
 - (vii) any other matter which the Registrar reasonably considers it important to bring to the ACA's attention.
- 9.2 The Registrar must, by 31 October of each year, complete an Annual Performance Report which must include the following:
- (a) Performance Reports provided under clause 9.1 compiled for the financial year; and
 - (b) statistical analysis of the nature of complaints and other data concerning complaints received during the financial year.
- 9.3 The Registrar must, by 31 October of each year, complete an Annual Business Report which must include the following:
- (a) an updated Services Development Plan;
 - (b) analysis and performance measurements for the financial year regarding achievement of the Registrar's objectives in its Services Development Plan; and
 - (c) audited financial statements and reports of the Registrar for the financial year complying with relevant accounting standards.
- 9.4 The Registrar must, by 31 October of each year:
- (a) provide copies of the Annual Performance Report to the ACA; and
 - (b) provide copies of the Annual Business Report to the ACA.
- 9.5 The ACA may provide copies of:
- (a) the quarterly Performance Reports and Annual Performance Report to the Registrar Coordinating Committee; and

-
- (b) the Annual Performance Report to members of the public.

10. Negation of Employment, Partnership and Agency

- 10.1 The Registrar is not by virtue of this Deed an officer, employee, partner or agent of the ACA, nor does the Registrar have any power or authority to bind or represent the ACA.
- 10.2 The Registrar agrees not to represent itself, and to ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the ACA, or as otherwise able to bind or represent the ACA.

11. Audit

- 11.1 The ACA may:

- (a) no more than once per year; or
- (b) if it has received a serious complaint in writing and after consultation with the Registrar;

require an audit, to be conducted by the Authorised Auditors, of the Registrar's:

- (c) compliance with this Deed;
- (d) method and data used to work out the cost recovery basis for the provision of the Registration Services; and
- (e) financial records in relation to the Registration Services;

- 11.2 The Registrar must:

- (a) allow the Authorised Auditors reasonable access on reasonable notice during Business Hours on any Business Day to the Registrar's personnel, premises, equipment, systems, records and documentation for the purposes of auditing the Registrar; and
- (b) cooperate fully with the Authorised Auditors and respond promptly to, and comply with, any reasonable request from them.

- 11.3 Within 10 Business Days after the Registrar receives a written report of any audit findings from the ACA, the Registrar must respond to and address any

issues reasonably identified by the ACA that require a response from the Registrar.

11.4 If, as a result of a report under this clause 11, the ACA takes the view that compliance with this Deed requires the Registrar to take certain actions, the ACA may direct the Registrar to take those actions to so comply and the Registrar must take those actions within 10 Business Days of the direction.

11.5 The costs of all actions required under this clause 11 to be taken by the Registrar to remedy the problems identified by an Authorised Auditor are to be borne by the Registrar.

12. Registrar not sole Registrar

12.1 This Deed does not mean that:

- (a) the Registrar has the right to be a sole supplier of Registration Services to cabling providers; or
- (b) any cabling provider will use the Registrar's Registration Services.

12.2 The ACA will advise each representative on the Registrar Coordinating Committee when a new application is received by the ACA from a person who wishes to be appointed as an accredited Registrar in accordance with the provisions of this Deed.

13. Services Development Plan

13.1 The Registrar must finalise the development of a Services Development Plan and provide a copy to the ACA within 3 months of the Commencement Date.

13.2 A Services Development Plan must be for a period of 3 years commencing on 1 January of the first year and ending on 31 December of the third year.

13.3 The Registrar must update the Services Development Plan every financial year by the commencement of the next financial year.

13.4 In developing its Services Development Plan, the Registrar must consult with industry including cabling providers, cabling provider associations, employers, employer associations and training advisory bodies.

13.5 The Services Development Plan must be consistent with the Registrar's obligations under this Deed.

13.6 The Registrar must make a summary of the Services Development Plan available to the ACA.

13.7 The ACA may provide copies of the summary of the Services Development Plan to members of the public.

14. Registrar Coordinating Committee

14.1 The Registrar agrees that its Chief Executive Officer or person of equivalent authority or his or her authorised representative will participate in and support the Registrar Coordinating Committee and do all things reasonably necessary or convenient to assist the Committee to achieve its objectives.

14.2 The Registrar agrees to comply with any:

- (a) codes of practice;
- (b) auditing requirements; and
- (c) performance targets;

developed and agreed to by the Registrar Coordinating Committee.

14.3 The Registrar acknowledges that the Registrar Coordinating Committee may provide dispute resolution and conciliation and mediation services, and Committee members may assist the Registrar in complaints handling processes under clause 15.

15. Complaints Handling

15.1 The Registrar must ensure that while this Deed remains in force, processes are in place under which:

- (a) a person can make an inquiry or complaint about the operation or management of the Registration Services by the Registrar in relation to themselves; and
- (b) an inquiry or complaint under paragraph (a) will be:
 - (i) acknowledged as being received within 7 Business Days of receipt;
 - (ii) properly considered and resolved by the Registrar within 40 Business Days after it was made; and
 - (iii) if not resolved, referred to the Registrar Coordinating Committee or the ACA for resolution.

15.2 The processes under clause 15.1 must:

- (a) be clear, transparent and accountable;
- (b) not affect the rights of a complainant to enter into legal proceedings; and
- (c) include a requirement to keep a central record of all written and verbal complaints received.

15.3 A review of any complaint made under clause 15.1 must be conducted by a member of the Registrar's staff who:

- (a) was not involved in the matter complained of; and
- (b) is suitably qualified to deal with the matters raised by the complainant.

15.4 In respect of complaints alleging an interference with the privacy of an individual in respect of any services performed under this Deed, the Registrar must comply with clause 18.7.

15.5 The costs of all actions required under this clause 15 to be taken by the Registrar to resolve the complaint are to be borne by the Registrar.

16. On-line Access

16.1 The Registrar must provide the ACA with secure on-line access to the entire Database, including access to tools for searching, filtering and sorting records.

16.2 The Registrar must provide limited public access to the Database on-line by electronic means. Such access must include the following details about registered cabling providers:

- (a) name; and
- (b) registration type; and
- (c) registration number;

and may include, with the consent of the cabling provider:

- (d) contact details (such as current home and work street and postal addresses, telephone numbers, email addresses and internet website addresses).

16.3 The Registrar may only provide facilities for making applications by cabling providers for registration on-line by

electronic communications if public key technology is used to guarantee the security and integrity of such applications.

17. Confidential Information

17.1 The Registrar must not, without the prior written approval of the ACA, disclose to any person other than the ACA, any information marked confidential or expressed as being given in confidence to the Registrar by the ACA. In giving written approval the ACA may impose such terms and conditions as it thinks fit.

17.2 This clause 17 survives the termination of this Deed.

18. Personal Information

18.1 The Registrar:

- (a) agrees to abide by the *Privacy Act 1988*, including the Information Privacy Principles, as if it were an agency of the Commonwealth; and
- (b) must, in the course of providing Registration Services to cabling providers, comply with the obligations set out in this clause 18 in light of its obligation under paragraph (a).

18.2 The Registrar must ensure that any of its employees or any subcontractor who requires access to any Personal Information held in connection with this Deed:

- (a) is informed that they must not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations or when acting pursuant to any requirements of or directions given by the ACA; and
- (b) is informed that failure to comply with this requirement:
 - (i) may be a criminal offence; and
 - (ii) may also lead the Registrar to take disciplinary action against the employee or legal action against the subcontractor, as the case may be;

before they get access to that Personal Information.

18.3 The Registrar must, in respect of any Personal Information held in connection with this Deed (including the provision of Registration Services), immediately notify the ACA where the Registrar becomes aware of a breach of clause 18.1 or 18.2.

18.4 The Registrar must in respect of any Personal Information held in connection with this Deed cooperate with any reasonable requests or directions of the ACA arising directly from or in connection with the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* or otherwise, including but not limited to the issuing of any guidelines concerning the handling of Personal Information.

18.5 The Registrar acknowledges that:

- (a) any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of Personal Information stored in any computer in the course of performing this Deed is an offence under Part VIA of the *Crimes Act 1914* for which there are a range of penalties, including a maximum of up to 10 years imprisonment; and
- (b) the publication or communication of any fact or document by a person which has come into their knowledge or into their possession or custody by virtue of the performance of this Deed, other than to a person to whom the Registrar is authorised to publish or disclose the fact or document, may be an offence under section 70 of the *Crimes Act 1914*, the maximum penalty for which is 2 years imprisonment.

18.6 The Registrar indemnifies the ACA in respect of any liability, loss or expense which is incurred and which arises out of or in connection with a breach of the obligations of the Registrar or its employees or any subcontractor under clauses 18.1 to 18.5 except to the extent that the liability, loss or expense was caused by an act or omission of the ACA.

18.7 A complaint alleging an interference with the privacy of an individual in respect of any services performed under this Deed must be handled by the Registrar in accordance with the following procedures:

- (a) where the Registrar receives a complaint alleging an interference with the privacy of an individual by the Registrar or its employees or any subcontractor, it shall immediately notify the ACA of the nature of the complaint;
- (b) after the ACA has been given notice in accordance with paragraph (a), the Registrar must keep the ACA informed of all progress with the complaint; and
- (c) at the ACA's request, the Registrar must transfer the handling of the complaint to the ACA.

18.8 This clause 18 will continue to have effect after the termination of this Deed.

19. Intellectual Property

- 19.1 The Registrar acknowledges and agrees that the ACA has and shall retain all Intellectual Property in the Database and the Registrar assigns to the ACA all (including future) Intellectual Property in the Database so that it vests in ACA.
- 19.2 Subject to clause 18, the ACA grants the Registrar a non-exclusive, non-transferable, royalty-free, world-wide licence during the term of this Deed to use the Database for the sole purpose of providing Registration Services.
- 19.3 If this Deed is terminated, the Registrar agrees to return the Database and all derivatives and copies of it to the ACA.
- 19.4 The Registrar agrees to provide the ACA with a complete and current copy of the Database in Microsoft Access format on CDROM along with each quarterly report provided to the ACA under clause 9.1.

20. Archives Act

- 20.1 The Registrar agrees to comply with Part V and related provisions of the *Archives Act 1983* as if it were a Commonwealth agency in respect of all records held by the Registrar in relation to the Registration Services.
- 20.2 The Registrar agrees to comply with any direction of the ACA for the purpose of transferring Commonwealth records to the Australian National Archives or providing the Australian National Archives with full and free access to those records.
- 20.3 This clause 20 will continue to have effect after the termination of this Deed.

21. Compliance with Laws

- 21.1 The Registrar must in carrying out its obligations in connection with this Deed comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority, including:
- (a) the *Crimes Act 1914*;
 - (b) the *Racial Discrimination Act 1975*;
 - (c) the *Sex Discrimination Act 1984*;
 - (d) the *Disability Discrimination Act 1992*;
 - (e) the *Electronic Transactions Act 1999*; and

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- (f) any other applicable legislation dealing with electronic transactions.

22. Compliance with Standards and Validation of Registrations

- 22.1 In carrying out its obligations under this Deed the Registrar must comply with the Australian Standard on Records Management AS4390 (including requirements to keep registration records safe, secure and filed in a logical order) and any other applicable Australian Standards notified to the Registrar by the ACA.
- 22.2 The provision of the Registration Services must substantially comply with world's best practice in the provision of comparable services.
- 22.3 The Registrar must validate the information on 1% of all registration forms submitted each financial year to the Registrar. If the information is incorrect or if the Registrar believes that there is a discrepancy in the information, the Registrar must immediately notify the ACA of this and the details of the cabling provider to which the registration form relates.

23. Warranties

- 23.1 The Registrar warrants that:
- (a) use by the ACA (including its officers, employees, agents and subcontractors) of any material created and then provided by the Registrar to the ACA under this Deed will not infringe the Intellectual Property rights of any person; and
 - (b) the Registrar will perform its responsibilities under this Deed in a manner that does not infringe the Intellectual Property rights of the ACA or any third party.
- 23.2 The Registrar warrants and represents to the ACA that:
- (a) the Registrar's execution, delivery and performance of this Deed will not constitute:
 - (i) a violation of any judgment, order or decree;
 - (ii) a default under any contract by which it or any of its assets are bound; or
 - (iii) an event that would, with notice or lapse of time, or both, constitute such a default;

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- (b) the Registrar is duly constituted or registered as a corporation under the *Corporations Law*;
 - (c) the constituting documents of the Registrar empower the Registrar to enter into this Deed and to do all things which it can reasonably contemplate will be required by this Deed;
 - (d) all necessary corporate approvals have been obtained by the Registrar to render this Deed binding on, and legally enforceable against, the Registrar in accordance with its terms;
 - (e) it will immediately notify the ACA of the occurrence of, or the pending or threatened occurrence of, an event of which it is aware that may cause or constitute a breach of any of the representations, warranties or covenants contained or made in connection with this Deed, including without limitation, any event that may result in a material adverse change in the business of the Registrar or may affect the financial viability of the Registrar's business;
 - (f) it has disclosed to the ACA prior to the execution of this Deed details of any litigation or proceeding whatsoever, actual or threatened, against the Registrar that may have an adverse effect on the ability of the Registrar to provide the Registration Services and these disclosures are true and correct as at execution; and
 - (g) any additional issues of the kind described in paragraph (f) that arise from time to time subsequent to the execution of this Deed will be disclosed by the Registrar to the ACA at all relevant times throughout the term of this Deed.

24. Indemnity

24.1 The Registrar indemnifies at all times and holds harmless the ACA (including its employees, agents or subcontractors) from and against any loss or liability that may be or is incurred by the ACA as a result of a claim made or threatened by a third party where that loss or liability was caused by:

- (a) a breach of this Deed;
- (b) a wilful, unlawful or negligent act or omission, in connection with this Deed by the Registrar, its employees, agents or subcontractors; or
- (c) an item provided by the Registrar to cabling providers infringing the Intellectual Property rights of a third party.

24.2 Where the ACA wishes to rely on this indemnity it must give the Registrar written notice as soon as practicable after suffering the loss or liability.

24.3 The ACA indemnifies the Registrar from and against any loss or liability that may be or is incurred by the Registrar as a result of a direction given by the ACA to the Registrar under clause 8.3.

24.4 Each indemnity in this Deed is a continuing indemnity, separate and independent from the other obligations of the Parties, and survives termination and repudiation of this Deed.

25. Reserved

26. Termination

26.1 Each of the following is a Default Event:

- (a) the Registrar commits a breach of this Deed which is capable of being remedied but the breach continues for more than 14 days after the Registrar is given a notice by the ACA requiring the breach to be remedied;
- (b) the Registrar commits a breach of this Deed which cannot be remedied, which breach is, in the reasonable opinion of the ACA, a serious breach of this Deed;
- (c) a controller or a managing controller is appointed in respect of the whole or any part of the assets or undertakings of the Registrar;
- (d) a summons or other process seeking orders which, if granted, would render the Registrar an externally-administered body corporate or insolvent under administration, is filed and is not withdrawn within 14 days;
- (e) a conflict of interest arises in the performance of the Registrar's obligations under this Deed which, in the reasonable opinion of the ACA, significantly affects the interests of the ACA.

26.2 Without limiting clauses 5.4, 5.5 and 5.6 and without prejudice to any other right or remedy that the ACA has, if any Default Event occurs the ACA may terminate this Deed by giving 30 days written notice to the Registrar.

26.3 After a period of 6 months from the Commencement Date, a Party may terminate this Deed at any time by giving 3 months written notice to each of the other Parties.

27. Consequences of Termination

27.1 If the Registrar:

- (a) receives a Termination Notice under clause 26.2 or 26.3; or
- (b) issues a Termination Notice under clause 26.3;

then, from the date it receives or issues the Notice, the Registrar must:

- (c) not accept any further applications for registration from cabling providers;
- (d) continue to provide the other Registration Services in accordance with this Deed until transfer under paragraph (e);
- (e) co-operate with the ACA and any relevant third parties to achieve a seamless transfer of cabling provider registrations, the Database and the Registration Services to another accredited Registrar of Registration Services;
- (f) apart from the version of the Database transferred under paragraph (e) and unless the ACA otherwise directs, return all copies of the Database (including derivatives of it) to the ACA.

27.2 The ACA may give written directions to the Registrar that are within the scope of the Rules and reasonably relate to paragraphs 27(1) (c) to (f) on any matter arising out of the termination of this Deed and the Registrar must comply with those directions.

27.3 If this Deed is terminated, the accrued rights of the Parties remain unaffected except to the extent that the Parties expressly agree otherwise.

28. Dispute Resolution

28.1 Subject to clause 28.4, before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle by negotiation any dispute in relation to this Deed including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.

28.2 If a dispute is not settled by the Parties within 15 Business Days of a Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

28.3 Notwithstanding the existence of a dispute, each Party shall continue to perform its obligations under this Deed.

28.4 A Party may commence court proceedings relating to any dispute arising from this Deed at any time where that Party seeks urgent interlocutory relief.

29. Variation of Deed

29.1 This Deed shall not be varied except by agreement in writing signed by the ACA and the Registrar.

30. Assignment

30.1 A Party may not assign in whole or in part this Deed without the prior written consent of the other Parties.

31. Waiver

31.1 The failure of a Party to enforce any of its rights under this Deed shall in no way be interpreted as a waiver of its rights under this Deed.

32. Entire Agreement

32.1 This Deed and the arrangements for the operation of the system under the Rules constitutes the entire agreement and arrangement between the Parties and supersedes all prior representations, statements, understandings, agreements and arrangements relating to the subject matter, whether verbal or in writing, of this Deed and the system under the Rules.

32.2 The ACA shall, on or before the Commencement Date, provide the Registrar with a copy of the system approved by the ACA under the Rules.

33. Subcontracting

33.1 The Registrar may not subcontract any part of the provision of the Registration Services apart from:

- (a) providing communications and mailings to cabling providers of information relevant to their registration; and
- (b) maintenance of the Database;

without the written approval of the ACA.

33.2 If the ACA consents to work being performed by a subcontractor the Registrar:

- (a) is in no way relieved from performing its obligations under this Deed;

(b) must ensure that the subcontractor is aware of the provisions of this Deed relevant to the work to be performed by the subcontractor; and

(c) must include a right of termination of the kind in clause 26.

33.3 The ACA has the power to reasonably request withdrawal and replacement of any subcontractor.

34. *Applicable Law*

34.1 This Deed is governed by and is to be construed in accordance with the laws in force in the Australian Capital Territory.

35. *Conflict of Interest*

35.1 The Registrar warrants that, to the best of its knowledge and after making diligent inquiries, at the date of execution of this Deed no conflict of interest exists or is likely to arise in the performance of its obligations under this Deed.

35.2 The Registrar must promptly notify the ACA if a conflict of interest arises, or appears likely to arise, during the course of this Deed, and must take any action directed by the ACA to avoid or minimise such conflict.

36. *Survival of Clauses*

36.1 If this Deed is terminated for any reason those clauses that are necessary for the Parties to effectively exercise their rights, and discharge their obligations and responsibilities to each other so as to comply with clauses 17, 18, 20, 24 and 27, will survive the termination of this Deed.

37. *Insurance*

37.1 The Registrar must, for so long as any obligations remain in connection with this Deed, effect and maintain the following insurance with an insurance company approved by the ACA:

(a) a broad form public liability policy to the value of at least \$10 million in respect of each claim;

(b) professional indemnity insurance to the value of at least \$5 million in respect of each claim; and

(c) worker's compensation insurance in accordance with applicable legislation.

37.2 On request, the Registrar must produce to the ACA a certificate evidencing that the Registrar has effected and renewed a particular insurance policy, such as a certificate of currency.

38. Severability

38.1 Each provision of this Deed and each part of this Deed shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part.

38.2 If any provision or part thereof is void or otherwise unenforceable for any reason then that provision shall be read and construed as if the severed provision or part had never existed.

39. Notices

39.1 Any notice, advice, undertaking or agreement given under this Deed must be in writing.

39.2 The address for service of notice of each Party is as follows (unless otherwise advised by the relevant Party):

Address of the ACA:

Australian Communications Authority
200 Queen Street
Melbourne, Victoria, 3000

Fax: (03) 9963 6970
Email: cpr-help@aca.gov.au

Address of Registrar:

XXXX

39.3 A notice under this Deed is deemed to have been given:

- (a) if it is delivered by hand or registered post – on the date upon which it is delivered and a receipt obtained;
- (b) if it is delivered by ordinary post – 4 days after it is posted if not returned undelivered;
- (c) if transmitted by facsimile transmission – when the sender receives confirmation of a successful transmission; and

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- (d) if transmitted by email – when the sender receives confirmation that the email has been opened.

39.4 If delivery of a notice occurs on a day on which business is not normally conducted in the place of receipt, or it is received later than 4.00 pm local time, it will be deemed to be given on the next Business Day.

EXECUTED AS A DEED

Signed, sealed and delivered for and on behalf of
XXX
by authority of the Directors:

(Print name of Director)

(Print name of Director/Secretary)

(Signature of Director)

(Signature of Director/Secretary)

Signed, sealed and delivered for and on behalf of the
AUSTRALIAN COMMUNICATIONS AUTHORITY
by:

(Print name of Attorney)

(Signature of Attorney)

who is duly authorised by Power of Attorney

[Insert number or date or other means of identification]

and who states that he/she has no notice of its revocation

in the presence of:

(Print name of Witness)

(Signature of Witness)

Schedule 3 Cabling Registration Declaration Open/Restricted/Lift

(subsection 14 (2))

I, *[name]*.....
make the following declaration under subsection 14 (2) of the *Arrangements for Operation of the Registration System (No. 3)* made under the *Telecommunications Cabling Provider Rules 2000 (CPRs)*.

Declaration

I have read the explanatory guide to the CPRs and understand my rights and responsibilities under the CPRs. I am also aware of the penalties for providing false or misleading information under this declaration. I declare that the information provided by me in this application is true and correct in every detail and I understand that the information provided may be subject to audit. I also confirm that the enclosed supporting documents are true copies of the issued originals.

Declaration of six months relevant cabling experience

(For applicants whose training pathway requires 6 months cabling experience)
[delete if inapplicable]

I declare that I have attained 6 months relevant cabling experience. Relevant cabling experience is installing telecommunications, electrical, data, security alarm, fire alarm, or lift cables. Note: design or supervision of cabling work or cabling work using pre-terminated cabling, such as extension leads and patching is not accepted as relevant cabling experience.

Signed:.....

Ray: *The above declaration is fine as far as it goes; however I must point out that current subsection 14 (2) of the Arrangements does not contemplate a declaration. Rather, it refers to ‘information requirements, as follows:*

- (2) The Registrar must provide applicants with:
 - (a) appropriate registration forms that must include the information requirements set out in Schedule 3; and

(b) assistance to complete the forms.

If a declaration is what is to be required, then subsection 14(2) should simply say so.