

Interface Agreement

Interface Coordination – Rail or Road Crossings

Between

[Insert name of Rail Infrastructure Manager]

[Insert name of Rail Infrastructure Manager] (*Delete as appropriate*)

and

[Insert name of Road Manager]

[Insert name of Road Manager] (*Delete as appropriate*)

[DD Month YYYY]

Table of contents

1	Interpretation	4
2	Term of this agreement	6
3	Scope of this agreement	6
4	Identification, assessment and management of risk by a Rail Infrastructure Manager - Public Road – s107 (1) (a) (ii) and s107 (1) (b) – (c) of the <i>Rail Safety National Law</i>	7
5	Identification, assessment and management of risk by a Road Manager - Public Road - s107 (2) (a) (ii) and s107 (2) (b) – (c) of the <i>Rail Safety National Law</i>	8
6	Identification, assessment and management of risk by a Rail Infrastructure Manager - Private Road - S108 (1) of the <i>Rail Safety National Law</i>	9
7	Identification, assessment and management of risk by a Road Manager - Private Road - S108 (2) of the <i>Rail Safety National Law</i>	10
8	Ongoing monitoring and review of risk	11
9	Compliance	11
10	Communications and meetings	11
11	Dispute resolution	12
12	Governing law	12
	Schedule 1 - List of rail or road crossings (clause 3.1)	15
	Schedule 2 - List of interface agreements superseded by this agreement (clause 3.4)	16
	Schedule 3 - Identification, assessment and management of risk (clauses 4, 5, 6, 7 and 8)	17
	Schedule 4 - Communications – contact list (clause 10.2)	18
	Schedule 5 - Parties to this agreement:	20

Interface agreement

Date:

Between:

of

[Insert name, ABN and address of Rail Infrastructure Manager]

[Insert name, ABN and address of Rail Infrastructure Manager] (*Delete as appropriate*)

And:

of

[Insert name, ABN and address of Road Manager]

[Insert name, ABN and address of Road Manager] (*Delete as appropriate*)

each a Party and together the Parties.

Background

Part 3, Division 6 of the *Rail Safety National Law* obliges rail transport operators, rail infrastructure managers and road managers to identify and assess and manage, so far as is reasonably practicable, risks to safety that may arise from railway operations carried out on or in relation to rail infrastructure wholly or partly because of the existence of any rail or road crossing that is part of a road.

The Parties are obliged under section 111 of the *Rail Safety National Law* to maintain a register of interface agreements to which they are a Party, and any arrangements determined by the Regulator under section 110 of the *Rail Safety National Law*.

The Parties enter into this agreement in order to comply with their obligations under the *Rail Safety National Law* in relation to rail or road crossings covered by this agreement.

It is agreed that:

1 Interpretation

1.1 Definitions

IAMA	Institute of Arbitrators and Mediators Australia
Interface agreement	has the meaning given in section 4 of the <i>Rail Safety National Law</i>
Party	a Person named in Schedule 5
Person	has the meaning given in section 12 of Schedule 2 to the <i>Rail Safety National Law</i>
Private road	(For agreements in Tasmania) has the meaning given by section 5 of the <i>Rail Safety National Law (Tasmania) Act 2012</i> (For agreements in Queensland) has the meaning given by section 5 of the <i>Rail Safety National Law (Queensland) Act 2017</i> (Delete as appropriate)
Public road	has the meaning given by section 4 of the <i>Rail Safety National Law</i> (For agreements in Tasmania) - has the meaning given by section 5 of the <i>Rail Safety National Law (Tasmania) Act 2012</i> (Delete as appropriate)
Rail infrastructure	has the meaning given in section 4 of the <i>Rail Safety National Law</i>
Rail infrastructure manager	has the meaning given in section 4 of the <i>Rail Safety National Law</i>
Rail or road crossing	has the meaning given in section 4 of the <i>Rail Safety National Law</i>

Rail Safety National Law	<p>(For agreements in South Australia) - means the <i>Rail Safety National Law set out in the Schedule to the Rail Safety National Law (South Australia) Act 2012</i></p> <p>(For agreements in New South Wales) means the <i>Rail Safety National Law (NSW)</i></p> <p>(For agreements in Tasmania) – means <i>the Rail Safety National Law (Tasmania)</i></p> <p>(For agreements in the Northern Territory) - means the <i>Rail Safety National Law (NT)</i></p> <p>(For agreements in Victoria) – means the <i>Rail Safety National Law (Victoria)</i></p> <p>(For agreements in the Australian Capital Territory – means the <i>Rail Safety National Law (ACT)</i></p> <p>(For agreements in Western Australia) - means the <i>Rail Safety National Law set out in the Schedule to the Rail Safety National Law (WA) Act 2015</i></p> <p>(For agreements in Queensland) means the <i>Rail Safety National Law (Queensland)</i></p> <p><i>(Delete as appropriate)</i></p>
Rail transport operator	has the meaning given in section 4 of the <i>Rail Safety National Law</i>
Railway operations	has the meaning given in section 4 of the <i>Rail Safety National Law</i>
Reasonably practicable	has the meaning given in section 47 of the <i>Rail Safety National Law</i>
Road	<p>(For agreements in South Australia) – has the meaning given by section 5 of the <i>Rail Safety National Law (South Australia) Act 2012</i></p> <p>(For agreements in New South Wales) – has the meaning given by section 4 of the <i>Rail Safety National Law (NSW)</i></p> <p>(For agreements in Tasmania) – has the meaning given by section 5 of the <i>Rail Safety National Law (Tasmania Act) 2012</i></p> <p>(For agreements in Victoria) – has the meaning given by section 7 of the <i>Rail Safety National Law Application Act 2013</i></p> <p>(For agreements in the Northern Territory) – has the meaning given by section 5 of the <i>Rail Safety (National Uniform Legislation) Act</i></p> <p>(For agreements in the Australian Capital Territory) – has the meaning given by section 9 of the <i>Rail Safety National Law (ACT) Act 2014</i></p> <p>(For agreements in Queensland) – has the meaning given by</p>

section 5 of the *Rail Safety National Law (Queensland) Act 2017*

(Delete as appropriate)

Road infrastructure has the meaning given in section 4 of the *Rail Safety National Law*

Road manager has the meaning given in section 4 of the *Rail Safety National Law*

1.2 In this agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa
- (b) words importing any gender include the other genders
- (c) all headings, bold typing and italics have been inserted for convenience or reference only and do not define, limit or affect the meaning or interpretation of this agreement
- (d) reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2 Term of this agreement

2.1 This agreement commences on **[Insert date]** and continues until terminated by a Party.

2.2 A Party may terminate this agreement by giving the other Party no less than three months' written notice.

2.3 Subject to clause 2.4, if this agreement is terminated in accordance with clause 2.2, the Parties agree to negotiate in good faith to enter into a replacement interface agreement prior to the expiry date of this agreement.

2.4 A replacement interface agreement is not required to be entered into if:

- (a) a rail or road crossing is permanently closed
- (b) a railway line is permanently closed.

3 Scope of this agreement

3.1 This agreement applies to the rail or road crossings described in schedule 1. Responsibility for the infrastructure assets described in schedule 1 is set out in schedule 1.

3.2 The Parties may amend schedule 1 at any time by written agreement.

3.3 The Parties will apply a risk management process consistent with ISO 31000 to identify, assess and manage, so far as is reasonably practicable, risks to safety in relation to the rail or road crossings the subject of this agreement.

3.4 This agreement does not supersede any previous agreement between the Parties in relation to rail or road crossing safety risk management, unless the Parties record in schedule 2 the details of any previous arrangement that is superseded by this agreement.

3.5 Each Party will record this agreement in the Party's register of interface agreements.

4 Identification, assessment and management of risk by a Rail Infrastructure Manager - Public Road – s107 (1) (a) (ii) and s107 (1) (b) – (c) of the *Rail Safety National Law*

4.1 **[Insert name of Rail Infrastructure Manager(s)]** has/have identified and assessed so far as is reasonably practicable, risks to safety that may arise from railway operations carried out on or in relation to its/their rail infrastructure because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a public road; **OR (Delete as applicable)**

4.2 **[Insert name of Rail Infrastructure Manager(s)]** has/have jointly with **[Insert name of Road Manager(s)]** identified and assessed so far as is reasonably practicable, risks to safety that may arise from railway operations carried out on or in relation to its/their rail infrastructure because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a public road; **OR (Delete as applicable);**

4.3 **[Insert name of Rail Infrastructure Manager(s)]** has/have adopted the identification and assessment of the risks to safety that may arise from its/their railway operations carried out on or in relation to its/their rail infrastructure because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a public road which identification and assessment was carried out by **[Insert name of Road Manager(s)]**; and **(Delete as applicable)**

4.4 **[Insert name of Rail Infrastructure Manager(s)]** has/have determined measures to manage so far as is reasonably practicable those risks referred to above and for the purpose of managing those risks has/have recorded in schedule 3:

(a) the identified risks to safety;

(b) the risk assessments;

(c) measures to manage the identified safety risks;

(d) the Party responsible for implementation and maintenance of the measures to manage safety risks; and

(e) the timetable for implementation of the safety risk measures.

4.5 The Parties may amend schedule 3 at any time by written agreement.

4.6 Subject to clause 4.5, the Party responsible for implementation and maintenance of the measures to manage safety risks referred to in clause 4 will be responsible for their cost of implementation and maintenance.

4.7 A Party may agree to contribute to the funding of the cost of implementation and/or maintenance by another Party of measures to manage safety risks.

5 Identification, assessment and management of risk by a Road Manager - Public Road - s107 (2) (a) (ii) and s107 (2) (b) – (c) of the Rail Safety National Law

- 5.1 **[Insert name of Road Manager(s)]** has/have identified and assessed so far as is reasonably practicable, risks to safety that may arise from the existence or use of any rail or road crossing that is part of the road infrastructure of the road because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a public road **OR (Delete as applicable)**;
- 5.2 **[Insert name of Road Manager(s)]** has/have jointly with **[Insert name of Rail Infrastructure Managers(s)]** identified and assessed so far as is reasonably practicable, risks to safety that may arise from the existence or use of any rail or road crossing that is part of the road infrastructure of the road because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a public road **OR (Delete as applicable)**;
- 5.3 **[Insert name of Road Manager(s)]** has/have adopted the identification and assessment of the risks to safety that may arise from the existence or use of any rail or road crossing that is part of the road infrastructure of a public road because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a public road which identification and assessment was carried out by **[Insert name of Rail Infrastructure Manager(s)]**; and **(Delete as applicable)**
- 5.4 **[Insert name of Road Manager(s)]** has/have determined measures to manage so far as is reasonably practicable, those risks referred to and for the purpose of managing those risks has recorded in schedule 3:
- (a) the identified risks to safety;
 - (b) the risk assessments;
 - (c) measures to manage the identified safety risks;
 - (d) the Party responsible for implementation and maintenance of the measures to manage safety risks; and
 - (e) the timetable for implementation of the safety risk measures.
- 5.5 The Parties may amend schedule 3 at any time by written agreement.
- 5.6 Subject to clause 5.5, the Party responsible for implementation and maintenance of the measures to manage safety risks referred to in clause 5 will be responsible for their cost of implementation and maintenance.
- 5.7 A Party may agree to contribute to the funding of the cost of implementation and/or maintenance by another Party of measures to manage safety risks.

6 Identification, assessment and management of risk by a Rail Infrastructure Manager - Private Road - S108 (1) of the *Rail Safety National Law*

- 6.1 **[Insert name of Rail Infrastructure Manager(s)]** has/have identified and assessed so far as is reasonably practicable, risks to safety that may arise from railway operations carried out on or in relation to its/their rail infrastructure because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a private road; **OR (Delete as applicable)**
- 6.2 **[Insert name of Rail Infrastructure Manager(s)]** has/have jointly with **[Insert name of Road Manager(s)]** identified and assessed so far as is reasonably practicable, risks to safety that may arise from railway operations carried out on or in relation to its/their rail infrastructure because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a private road; **OR (Delete as applicable)**;
- 6.3 **[Insert name of Rail Infrastructure Manager(s)]** has/have adopted the identification and assessment of the risks to safety that may arise from its/their railway operations carried out on or in relation to its/their rail infrastructure because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a private road which identification and assessment was carried out by **[Insert name of Road Manager(s)]**; and **(Delete as applicable)**
- 6.4 **[Insert name of Rail Infrastructure Manager(s)]** has/have considered the extent to which those risks are managed by any prescribed protocols and has given written notice to **[Insert name of Road Manager(s)]** of its/their opinion that it is its/their opinion that it is necessary that those risks be managed in conjunction with the road manager of that private road; and
- 6.5 **[Insert name of Rail Infrastructure Manager(s)]** has/have determined measures to manage so far as is reasonably practicable those risks and for the purpose of managing those risks has recorded in schedule 3:
- a) the identified risks to safety;
 - b) the risk assessments;
 - c) measures to manage the identified safety risks;
 - d) the Party responsible for implementation and maintenance of the measures to manage safety risks; and
 - e) the timetable for implementation of the safety risk measures.
- 6.6 The Parties may amend schedule 3 at any time by written agreement.
- 6.7 Subject to clause 6.6, the Party responsible for implementation and maintenance of the measures to manage safety risks referred to in clause 6 will be responsible for their cost of implementation and maintenance.
- 6.8 A party may agree to contribute to the funding of the cost of implementation and/or maintenance by another Party of measures to manage safety risks.

7 Identification, assessment and management of risk by a Road Manager - Private Road - S108 (2) of the Rail Safety National Law

- 7.1 **[Insert name of Road Manager(s)]** has/have identified and assessed so far as is reasonably practicable, risks to safety that may arise from the existence or use of any rail or road crossing that is part of the road infrastructure of the road because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a private road **OR (Delete as applicable)**;
- 7.2 **[Insert name of Road Manager(s)]** has/have jointly with **[Insert name of Rail Infrastructure Manager(s)]** identified and assessed so far as is reasonably practicable, risks to safety that may arise from the existence or use of any rail or road crossing that is part of the road infrastructure of the road because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a private road **OR (Delete as applicable)**;
- 7.3 **[Insert name of Road Manager(s)]** has/have adopted the identification and assessment of the risks to safety that may arise from the existence or use of any rail or road crossing that is part of the road infrastructure of a public road because of or partly because of the existence or use of any rail or road crossing that is part of the road infrastructure of a private road which identification and assessment was carried out by **[Insert name of Rail Infrastructure Manager(s)]**; and **(Delete as applicable)**
- 7.4 **[Insert name of Road Manager(s)]** has/have determined measures to manage so far as is reasonably practicable those risks and for the purpose of managing those risks has recorded in schedule 3:
- (a) the identified risks to safety;
 - (b) the risk assessments;
 - (c) measures to manage the identified safety risks;
 - (d) the Party responsible for implementation and maintenance of the measures to manage safety risks; and
 - (e) the timetable for implementation of the safety risk measures.
- 7.5 The Parties may amend schedule 3 at any time by written agreement.
- 7.6 Subject to clause 7.5, the Party responsible for implementation and maintenance of the measures to manage safety risks referred to in clause 7 will be responsible for their cost of implementation and maintenance.
- 7.7 A party may agree to contribute to the funding of the cost of implementation and/or maintenance by another Party of measures to manage safety risks.

8 Ongoing monitoring and review of risk

- 8.1 Each Party will continuously monitor and review the safety risks and measures to manage the safety risks for which it is responsible, (including the evaluation, testing, (and where appropriate), revisions of measures in relation to identified risks and incidents considered) and will continuously monitor and review progress against the timetable for implementation of safety risk management measures.
- 8.2 Without limiting paragraph 8.1, the Parties will identify and assess risks to safety, so far as is reasonably practicable that may arise in relation to the rail or road crossings the subject of this agreement;
- (a) during the life cycle of rail or road crossing infrastructure; and
 - (b) arising from change in the use or application of rail or road crossing infrastructure.
- 8.3 The Parties will consult with each other in relation to the outcome of their monitoring and review activities.
- 8.4 If, following a Party's monitoring and review activities under clause 8, a safety risk is considered to be unacceptable, the Parties will work collaboratively and cooperatively to agree measures to manage the safety risk so far as is reasonably practicable and will record any changes in schedule 3.

9 Compliance

- 9.1 Each Party will report annually to the other Party, or at such other times that the Parties may agree, on its progress in implementing agreed measures to manage the safety risks for which it is responsible under this agreement.
- 9.2 A Party may, at its cost, undertake an independent audit of another Party's records of compliance with this agreement, upon giving reasonable written notice to the other Party. The Parties agree to cooperate with each other in the conduct of such audits.

10 Communications and meetings

- 10.1 The Parties will notify each other promptly of any occurrence or incident in connection with safety of the rail or road crossings the subject of this agreement.
- 10.2 Schedule 4 contains details of the Parties' representatives for the purposes of this agreement; together with emergency contact details in the event of any occurrence or incident. The Parties will promptly notify the other Parties of any changes to schedule 4.
- 10.3 The Parties will meet annually, or at such other times the Parties may agree, to review the provisions of this agreement and the adequacy of safety risk identification, assessment and management concerning the rail or road crossings the subject of this agreement. Agendas and minutes of such meetings will be kept by the Party hosting the meeting. Minutes will be circulated to other Parties within ten business days of the meeting.
- 10.4 The costs of holding meetings under clause 10 will be shared equally between the Parties.

11 Dispute resolution

- 11.1 Should a dispute arise between the Parties in connection with this agreement, a Party may issue a written notice of dispute to the other Party.
- 11.2 Within five business days of receipt of a notice of dispute, senior officers of each Party will meet to discuss the dispute.
- 11.3 If the senior officers are unable to resolve the dispute, chief executive officers of the Parties will meet within five business days to attempt to resolve the dispute.
- 11.4 If the chief executive officers of the Parties are unable to resolve the dispute, the dispute will be referred for conciliation to the Institute of Arbitrators and Mediators Australia (IAMA) in accordance with the *Conciliation Rules of the IAMA*.
- 11.5 If the conciliation process is unsuccessful, the dispute will be referred to **[Insert name]**, for determination. The Parties agree any such determination will be binding on them.
- 11.6 Meetings under clause 11 may be held by telephone or video conference.

12 Governing law

- 12.1 This agreement is governed by the laws of **[Insert the name of the State or Territory where the rail or road crossing(s) is/are situated]**.

Executed as an agreement

Rail Infrastructure Manager
Executed for and on behalf of:

by:

.....

in the presence of:

Authorised signatory

.....

Authorised signatory

Rail Infrastructure Manager
Executed for and on behalf of:

by:

.....

in the presence of:

Authorised signatory

.....

Authorised signatory

Road Manager
Executed for and on behalf of:

.....

by:

in the presence of:

Authorised signatory

.....

Authorised signatory

Road Manager
Executed for and on behalf of:

by:

.....

in the presence of:

Authorised signatory

.....

Authorised signatory

Schedule 1 - List of rail or road crossings (clause 3.1)

Name of rail or road crossing	Street location of rail or road crossing	Rail network location of rail or road crossing	Description	Rail infrastructure manager responsible	Road manager responsible

Schedule 2 - List of interface agreements superseded by this agreement (clause 3.4)

Date of agreement	Description/title of agreement	Parties to agreement

Schedule 3 - Identification, assessment and management of risk (clauses 4, 5, 6, 7 and 8)

Name of rail or road crossing	Activities	Identified risk	Risk assessment conducted and attached to this agreement	Measures to manage identified risk	Evaluate/test/revise measures to manage identified risk	Party responsible for implementing measures to manage risk	Agreed timetable for implementing measures to manage risk

Schedule 4 - Communications – contact list (clause 10.2)

Party	Address for notices	Contact details for meetings and reports	Contact details for emergencies, occurrences and incidents
Rail Infrastructure Manager:			
[Insert name of Rail Infrastructure Manager]	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>
Rail Infrastructure Manager:			
[Insert name of Rail Infrastructure Manager]	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>

Schedule 4 (Cont'd) - Communications – contact list (clause 10.2)

Party	Address for notices	Contact details for meetings and reports	Contact details for emergencies, occurrences and incidents
Road Manager:			
[Insert name of Road Manager]	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>
Road Manager:			
[Insert name of Road Manager]	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>

Schedule 5 - Parties to this agreement:

Party	Address
[Insert name of Rail Infrastructure Manager and ACN or ABN]	[Insert address of Rail Infrastructure Manager]
[Insert name of Rail Infrastructure Manager and ACN or ABN]	[Insert address of Rail Infrastructure Manager]
[Insert name of Road Manager and ACN or ABN]	[Insert address of Road Manager]
[Insert name of Road Manager and ACN or ABN]	[Insert address of Road Manager]