Data Working Group

Terms of Reference

Objective

1. The objective of the Data Working Group (DWG) is to provide advice to the Interstate Network Rail Access Forum (INRAF) on opportunities for improvement in Performance Indicators and data sharing to assist in the development of the next interstate access undertaking commencing in 2029, or implemented earlier if agreed by ARTC.

Scope

2. Building on views shared during the development of the Undertaking, issues that the DWG will discuss are:
    a. Additional Performance Indicators and Annual Reporting; and
    b. Changes to data sharing that:
        i. will deliver a net benefit in operational efficiency;
        ii. are practical and implementable;
        iii. do not cause any competition concerns.

Members

3. ARTC and Operators will be entitled to be Members of the DWG. Other stakeholders can apply to ARTC to be Members of the DWG. ARTC will include the applicant at its discretion.

4. Each Member will nominate a representative who will attend the DWG on their behalf (DWG Member Representative). Changes to the DWG Member Representatives need to be notified to the Chair.

5. The nominated representative should have appropriate experience, expertise and delegation to constructively engage and sign off on the matters before the DWG

6. Members may submit a request to the Chair for additional company representatives to attend the DWG as observers. Acting reasonably, the Chair will grant or refuse the request and provide written explanation if the request is refused.

DWG Administration

7. ARTC will appoint the DWG Chair. ARTC will inform the DWG Member Representatives of the initial Chair for the DWG and any subsequent changes.

8. ARTC will provide the DWG secretariat.

9. ARTC will maintain a register of DWG Member Representatives and observers.

10. The DWG will be held annually in the third quarter of each calendar year, or as agreed by DWG Members.

11. The Chair will circulate a draft agenda including the date, time, and location of the DWG to DWG Member Representatives two months prior to the DWG for comment.

12. The Chair will provide meeting papers including a finalised agenda to DWG Member Representatives one month prior to the DWG.

13. Minutes of each DWG and any agreed actions will be circulated by the Chair to DWG Member Representatives two weeks after each DWG.

14. The DWG will be a face to face meeting with an option for virtual attendance.

DWG Conduct

15. All Members and DWG Member Representatives must act in good faith in all dealings with the DWG.

16. DWG Members Representatives must attend the DWG having reviewed the provided material and be prepared to engage constructively on their organisation's views.

Confidential Information

17. Each Member and DWG Member Representative must maintain the confidential nature of any Confidential Information provided to it as a member of the DWG. Each Member and DWG Member Representative must not without the prior written consent of ARTC, disclose any Confidential Information to any person other than DWG members and to not use any Confidential Information for any purpose other than matters before the DWG.

Competition Law

18. The DWG will not discuss matters excluded from the ACCC's authorisation of collective negotiations with rail network owners (Authorisation no AA1000644, 1 February 2024).

19. Members should not engage in conduct that may contravene Part IV of the Competition and Consumer Act 2010, such as forecast or proposed prices or volumes relating to Individual Operators or Access Seekers.

Terms of Reference Review

20. These Terms of Reference will be reviewed every two years.

21. Changes to these Terms of Reference must be in writing and must be agreed by a majority of Members including the ACCC.

22. These Terms of Reference will continue to apply until the 30 June 2029 or the date upon which the ACCC consents to the withdrawal of the Undertaking by the ARTC, whichever is earlier.

Definitions

"Accredited" means in relation to an Operator, having accreditation as an operator as defined under the Rail Safety Act of each State in which such Operator runs its Services on the Network and "Accreditation" bears a corresponding meaning.

"Confidential Information" means

(a) information in any form (including written and oral information) acquired from or directly or indirectly relating to the DWG;

(b) all information that is by its nature confidential to any person including ARTC, its employees suppliers or consultants, and

(c) all copies and notes arising out of any disclosure under paragraphs (a) and (b) but does not include information to the extent that:

(i) it is or becomes public knowledge, except where caused by a breach of clause 17;

(ii) it is independently developed from previously known information; or

(iii) disclosure of the information is required by law.

"DWG" means the Data Working Group

"Member" – means an organisation who is eligible to join (ARTC & Operators) and opts to become a member of the DWG.

"Operator" means an Accredited Operator that holds an Access Agreement with ARTC for the Interstate Network.

"Performance Indicators" means the performance indicators set out in Schedule G of the Undertaking

"Undertaking" means 2024 Access Undertaking Interstate Rail Network 28/11/24.