

INTERFACE AGREEMENT

for

RAILWAY LEVEL CROSSINGS

between

RAIL INFRASTRUCTURE MANAGER

and

RESPONSIBLE ROAD MANAGER/S

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INTERFACE AGREEMENT

DATE:

BETWEEN: Queensland Rail – the Rail Infrastructure Manager
(ABN and address)

AND:

(name, ABN and address of responsible road manager) – the Responsible Road Manager

AND:

(name, ABN and address of responsible road manager)
(delete if not more than one)

BACKGROUND

In the Statement of Institutional Responsibilities under Part 1 – Management Responsibility contained in the Memorandum of Understanding between the Local Government Association of Queensland and QR and Department of Transport and Main Roads with respect to the Management and Funding Responsibility for Level Crossing Safety, where an interface exists at a railway level crossing QR is required to enter into an interface agreement with the responsible road manager and the responsible road manager. is required to enter into an interface agreement with QR.

IT IS AGREED THAT:

1. Definitions

- railway level crossing*** means an area where a road and a railway meet at substantially the same level, whether or not there is a railway level crossing sign on the road at all or any of the entrances to the area
- local government road*** means a road as defined in schedule 6 *Transport Infrastructure Act 1994* as a road that is under the control of a local government (under the *Local Government Act 1993*)
- MOU*** means the Memorandum of Understanding between the Local Government Association of Queensland and QR and Department of Transport and Main Roads with respect to the Management and Funding Responsibility for Railway Level Crossing Safety
- private road*** means a road within private property that is not a State-controlled road or a road under the control of a local government
- rail infrastructure manager*** means the person who is accredited under chapter 7 division 2 of the *Transport Infrastructure Act 1994* to manage the railway
- responsible road manager*** means the body responsible for maintaining the road
- for State-controlled roads it is the Department of Transport and Main Roads
 - for local government roads it is the local government that has control of the road
 - for a private road it is the owner of the road
- State-controlled road*** means a road declared under section 24 of the *Transport Infrastructure Act 1994* to be a State-controlled road.

2. Term of this agreement

- 2.1 This agreement commences on [*date*] and continues until terminated by a party under clause 2.2.

- 2.2 A party may terminate this agreement by giving the other party no less than three months written notice that the party will not be required to enter into an interface agreement.
- 2.2 Subject to clause 2.4, if this agreement is terminated in accordance with clause 2.2, the parties agree to use their best endeavours for a replacement interface agreement to be entered into prior to the expiry date of this agreement.
- 2.3 A replacement interface agreement is not required to be entered into if:
- (a) the railway level crossing is permanently closed;
 - (b) a road that the railway level crossing is on is permanently closed;
 - (c) a railway that the railway level crossing is on is permanently closed.

3. Scope of this agreement

- 3.1 This agreement applies to the railway level crossings described in schedule 1. Responsibility for the railway level crossing componentry lies with the componentry owner as detailed in the Statement of Institutional Responsibilities section of the MOU.
- 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 AS4360 Risk Management to identify, assess and manage, so far as is reasonably practical, risks to safety in relation to the railway level crossing/s the subject of this agreement.
- 3.4 This agreement does not supersede any previous agreement between the parties in relation to railway level 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.
- 3.6 This agreement does not affect or derogate from the parties' rights and obligations under the *Civil Liability Act 2003* or their functions and powers under any other Act.

4. Identification, assessment and management of risk

- 4.1 The parties will identify and assess risks to safety, so far as is reasonably practicable, that may arise in relation to the railway level crossings the subject of this agreement:
- (a) during the life cycle of rail or road infrastructure; and

(b) arising from change in the use or application of railway level crossing infrastructure.

4.2 The parties will record in schedule 3:

- (a) the identified risks to safety;
- (b) risk assessments;
- (c) measures to manage safety risks;
- (d) the party responsible for implementation and maintenance of the safety risk management measures (in accordance with the MOU); and
- (e) the timetable for implementation of safety risk management measures

4.3 The parties may amend schedule 3 at any time by written agreement.

4.4 Subject to clause 4.5, the party responsible for implementation and maintenance of the safety risk management measures – as determined by the MOU - will be responsible for the cost of implementation and maintenance.

4.5 A party may agree to contribute to the funding of the cost of implementation and/or maintenance by another party of safety risk management measures.

4.6 The parties may undertake identification and assessment of safety risks individually or jointly, or may adopt a risk assessment carried out by the other party.

5. Monitoring and review of risk

5.1 Each party will continuously monitor and review the safety risks and measures to manage the safety risks for which it is responsible, including progress against the timetable for implementation of safety risk management measures.

5.2 The parties will consult with each other in relation to the outcome of their monitor and review.

5.3 If, following a party's monitor and review under this clause, 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 practical and will record any changes in schedule 3.

6. Compliance

6.1 Each party will report annually to the other party, or at such times the party may agree, on its progress in implementing agreed safety risk management measures for which it is responsible under this agreement.

- 6.2 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.

7. Communications and meetings

- 7.1 The parties will notify each other promptly of any occurrence or incident in connection with safety of the railway level crossings the subject of this agreement.
- 7.2 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 change to schedule 4.
- 7.3 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 railway level crossings the subject of this agreement. Agenda and minutes of such meetings will be kept by the party hosting the meeting. Minutes will be circulated to other parties within ten working days of the meeting.
- 7.4 The costs of holding meetings under this clause will be shared equally by the parties.

8. Dispute resolution

- 8.1 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. A copy of this notice is to be forwarded to the Director (Rail Safety), Department of Transport and Main Roads.
- 8.2 Within 5 working days senior officers of each party will meet to discuss the dispute and attempt to reach agreement.
- 8.3 A notice containing the outcome from the meeting is to be forwarded to the Director (Rail Safety).
- 8.4 If the dispute is not resolved, the Director (Rail Safety) will initiate action in accordance with clause 6 of the MOU - Expert Determination and Arbitration Process, and advise the parties that this process is being initiated.

Having signified their commitment to the forgoing principles, QR and [*responsible road manager*] agree to be guided by this interface agreement with regard to the identification and management of risks at railway level crossings outlined in this agreement.

EXECUTED AS AN AGREEMENT

RAIL INFRASTRUCTURE MANAGER

EXECUTED for and on behalf of **QR**

by: [name]

.....
Authorised Signatory

in the presence of: [name]

.....
Authorised Signatory

RESPONSIBLE ROAD MANAGER(S)

EXECUTED for and on behalf of [name]

by: [name]

.....
Authorised Signatory

in the presence of: [name]

.....
Authorised Signatory

(delete if not more than one responsible road manager)

EXECUTED for and on behalf of [name]

by: [name]

.....
Authorised Signatory

in the presence of: [name]

.....
Authorised Signatory

SCHEDULE 2

LIST OF INTERFACE AGREEMENTS SUPERSEDED BY THIS AGREEMENT

DATE OF AGREEMENT	DESCRIPTION/TITLE OF AGREEMENT	PARTIES TO AGREEMENT

SCHEDULE 3

**IDENTIFICATION, ASSESSMENT & MANAGEMENT OF RISK
(Clause 4)**

QR XING ID & NAME	IDENTIFIED RISK/S	RISK ASSESSMENT	MEASURES TO MANAGE RISK/S	PARTY RESPONSIBLE FOR MANAGING RISK	TIMETABLE FOR IMPLEMENTING MEASURES TO MANAGE RISK/S
		[<i>details of date of and risk assessment by...</i>]	Existing: Required:		

COMMUNICATIONS – CONTACT LIST
(Clause 7)

PARTY	ADDRESS FOR NOTICES	CONTACT DETAILS FOR MEETINGS & REPORTS	CONTACT DETAILS FOR EMERGENCIES, OCCURRENCES & INCIDENTS
Rail Infrastructure Manager			
QR	<i>[name or position of contact, address, telephone, facsimile numbers]</i>	<i>[name or position of contact, address, telephone, facsimile numbers]</i>	<i>[name or position of contact, address, telephone, facsimile numbers]</i>
Responsible Road Manager/s			
<i>[name]</i>	<i>[name or position of contact, address, telephone, facsimile numbers]</i>	<i>[name or position of contact, address, telephone, facsimile numbers]</i>	<i>[name or position of contact, address, telephone, facsimile numbers]</i>

