

Green Star – Performance

Technical Working Group

Terms of Reference

General

The Green Star – Performance Technical Working Group (TWG) will assist the Green Building Council of Australia (GBCA) with the development of the Green Star – Performance rating tool.

The TWG is appointed by the GBCA and includes professionals selected for their technical expertise, industry knowledge, commercial acumen and complementary skill sets. The TWG will include representatives from sponsor organisations.

The TWG shall provide information, support and recommendations to the GBCA in relation to the development of the rating tool.

TWG members may also be requested by the GBCA to assist in any review of the rating tool during the 6-12 month period after the release of the PILOT rating tool.

The TWG does not have any authority to act or speak on behalf of the GBCA.

The GBCA may remove or appoint a TWG member at any time without prior notice.

Expectations of TWG members are more fully set out in the following sections.

TWG membership

Experienced professionals with a working background in the operation and maintenance of existing buildings have been encouraged to express interest in participating as a member of the TWG.

The Green Star – Performance rating tool will focus on operational practices and performance of a wide range of buildings and space types. Individuals with specific expertise with office buildings, education buildings, retail buildings, healthcare buildings have been encouraged to apply for TWG membership.

Responsibilities of the TWG

TWG members will actively participate in the development of the Green Star – Performance rating tool by:

- Actively participating in weekly or fortnightly TWG consultation cycles by providing timely comments and feedback via email;
- Joining at least one TWG subgroup developing credits within specific Green Star categories;

- Reviewing, editing, and drafting Green Star credits;
- Reviewing, providing comments, and in some cases integrating stakeholder feedback into the rating tool;
- Reviewing and providing comment on the PILOT and Version 1 formats of the rating tool prior to release; and
- Reporting to the GBCA's Technical Steering Committee through the Green Star – Performance Project Leader as required or desirable, on matters relating to the rating tool and its application.

Those TWG members who will chair one of eight Green Star category subgroups – Subgroup Chairs - will be required to perform additional tasks, including:

- Chair the subgroup, assisting the Green Star – Performance Project Leader in obtaining responses from the TWG;
- Work with the Green Star – Performance Project Leader and monitor progress of the subgroup against a project plan;
- Work with the Green Star – Performance Project Leader to coordinate reporting requirements;
- Identify gaps in skills/knowledge of the subgroup and provide recommendations to the Green Star – Performance Project Leader on necessary technical expertise and support;
- Seek decisions from the TWG through rigorous debate and simple majority resolution (via email and / or phone calls); and
- Monitor and identify potential personal or other conflicts of interest of TWG members; they will ensure anyone with such a conflict does not participate in any decision or proceedings of the subgroup where such conflict exists.

Estimated time commitment for TWG members

The anticipated time frame for the development of the Green Star – Performance rating tool in PILOT format is estimated to be approximately 9-12 months commencing August 2011. This program also includes the time for the GBCA to undertake technical reviews and perform consistency checks, tool construction and technical manual developments and adhere to approval processes. As such, the TWG will not be required to participate continuously for the entire duration.

The TWG will commence its activities by reviewing all the briefing documentation available on the TWG portal. This will include the following items:

- This 'Terms of Reference' document and a 'Confidentiality Agreement';
- TWG structure and subgroup membership;
- TWG contact list;
- Green Star – Performance Scoping Paper (draft);
- Summarised stakeholder feedback from draft Scoping Paper;
- Green Star – Performance factsheet;
- 'Credit template' document, explaining how a Green Star credit is organised;
- 'What makes a good credit' document, outlining the principles of a good and sound Green Star credit;

Date issued: August 2011

- Green Star – Performance draft credit topics, including comparison with *LEED Existing Building: Operations & Maintenance (EB:OM)* and *BREEAM In-Use* credit topics.

After this initial review of the briefing documentation, TWG subgroups will undertake a first phase of credit development which will involve identifying, reviewing and developing an initial set of proposed criteria. The Green Star – Performance Project Leader will provide the TWG with the initial set of proposed credits and credit criteria.

Each TWG member will commit to providing feedback about credit and credit criteria as required by the Green Star – Performance Project Leader. This is likely to involve weekly email communications during this first phase of credit development. Subgroup Chairs will assist the Green Star – Performance Project Leader in maintaining integration across the subgroups.

Although all feedback and consultation will be done remotely using email, the TWG portal and phone calls, an all-day workshop may be conducted to undertake a collaborative review of all credits developed, before the start of the PILOT phase of the project. This workshop will identify gaps to be addressed and other issues that require action during the PILOT phase of the project.

This second phase of credit development will be part of the PILOT rating tool preparation which the GBCA is seeking to initiate in the second half of 2012. TWG members will continue to provide feedback and be consulted throughout the PILOT phase.

Subsequent to the development of the PILOT rating tool credits, there will be a further 6 to 12 month period during which the rating tool will be revised and updated from PILOT to Version 1, incorporating outcomes from the PILOT phase. TWG members may be called upon from time to time during this period to provide input to this process.

Terms of Engagement

TWG members must be employed by GBCA member organisations.

Each member of the TWG must sign a confidentiality agreement in a form required by the GBCA.

Any conflict of interest or perceived conflict of interest must be communicated to the GBCA prior to appointment to the TWG.

The term of appointment to the TWG will be determined by the GBCA on a case by case basis.

The estimated time commitment for TWG members will be as set out in Section 4 above.

TWG members who do not provide feedback on more than 3 consecutive consultation cycles will have their positions reviewed.

Members of the TWG acknowledge that the GBCA owns all copyright, intellectual property rights and other proprietary rights in the rating tool.

Members of the TWG are expected to act in a professional manner and with a high level of personal integrity.

Members will not be remunerated for their time. Subject to approval and on a case by case basis, the GBCA may provide members of the TWG with reasonable travel and accommodation expenses to Green Star – Performance workshops if required.

Consultation Cycles, Meetings and Communication

All administration, consultation cycles, meetings and communication requirements of the TWG will be organised and overseen by the Green Star - Performance Project Leader.

A 'consultation cycle' refers to a specific question or request for feedback raised by the Green Star – Performance Project Leader via email. These consultation cycles will be assigned numerical tags for easy chronological tracking and the resolutions deriving from consultation cycles will be kept on the TWG portal for easy access. Consultation cycles will take place weekly or fortnightly and TWG members will be expected to provide timely comments and feedback via email.

The great majority of the TWG work will be done remotely, responding to consultation cycles via email and accessing the TWG portal as required. However, the TWG is expected to convene for at least one all-day workshop. Additional workshops may be convened throughout the Period of Engagement. GBCA staff may attend workshops as required.

The preferred method of communication is email. Members of the TWG must commit to be responsive to email communication. The TWG portal will be used as a central depository for Green Star – Performance rating tool credit documentation.

All relevant decisions of the TWG shall be made by majority resolution. Minutes of all resolutions derived from consultation cycles will be taken by the GBCA, approved by the Subgroup Chair and circulated by the GBCA.

Feedback, comments and / or recommendations of the TWG will be provided to the Green Star – Performance Project Leader.

These terms of reference for the TWG may be reviewed by the GBCA and are subject to change.

Green Star – Performance

Technical Working Group

Confidentiality Undertaking

GREEN BUILDING COUNCIL OF AUSTRALIA
TECHNICAL WORKING GROUP (TWG) MEMBER
CONFIDENTIALITY UNDERTAKING

Deed dated _____ 2011

BY: _____ (Full Name)

of _____

_____ (Address)

(the "TWG Member")

AND IN FAVOUR OF: GREEN BUILDING COUNCIL OF AUSTRALIA ACN 100 789 937, a company taken to be registered in the Australian Capital Territory of Level 15, 179 Elizabeth Street, Sydney, New South Wales, 2000 (the "GBCA").

RECITALS

- A. The GBCA is developing a Green Star – Performance rating tool (the 'Rating Tool') to assess the operational performance of existing buildings.
- B. The GBCA has established a Technical Working Group ("TWG") to assist in the development of the Rating Tool.
- C. The GBCA has requested the TWG Member to accept engagement by the GBCA in accordance with the Terms of Reference attached to this Deed.
- D. The TWG Member, in the course of undertaking the task put forward by the GBCA to the TWG, may be provided with Confidential Information relating to the Rating Tool and/or the GBCA and may also have access to intellectual property owned by the GBCA.
- E. The TWG Member is willing to protect the confidentiality of the Confidential Information, in consideration of its disclosure by the GBCA, in compliance with this Deed.

THIS DEED WITNESSES:

1. INTERPRETATION

Meanings shall apply to capitalised terms used in this Deed as specified in this provision, unless the context otherwise requires:

"**Confidential Information**" means all information, documents and data stored by any means relating to the Rating Tool or to the business, operations or affairs of the GBCA which is made available to the TWG Member by the GBCA and which is:

- (i) marked as confidential; or

(ii) is of an inherently confidential nature and which the TWG Member knows or ought to know is confidential; or

(iii) is agreed in writing by the parties to be confidential.

“**Disclosure Purpose**” means the disclosure of the Confidential Information by the TWG Member for the purpose of work required as a TWG Member, including providing a report and/or recommendations on the Rating Tool to the GBCA.

“**Rating Tool**” means the Green Star – Performance rating tool.

2. DISCLOSURE CONFIDENTIALITY

Positive Undertakings

Subject to clause 3, the TWG Member shall at any time from the date of this Deed:

(**confidentiality purpose**): use all Confidential Information exclusively for the Disclosure Purpose; and

(**confidentiality retention**): keep all Confidential Information fully confidential whether or not any Confidential Information has been specified as confidential.

Negative Undertakings

Subject to clause 3, the TWG Member shall not at any time from the date of this Deed, directly or indirectly, without the prior written consent of the GBCA:

(**unauthorised disclosure**): disclose any Confidential Information to any person except to the extent that disclosure is strictly necessary to perform any duty connected with the Disclosure Purpose; and

(**unauthorised purpose**): disclose or use any Confidential Information for any purpose, except the Disclosure Purpose.

3. PERMITTED DISCLOSURE

The provisions of this Deed shall not apply to any Confidential Information which:

(specific consent): is disclosed by the TWG Member with the prior written consent of the GBCA (in relation to Confidential Information of the GBCA), in full compliance with the provisions of that consent;

(public access): is or becomes generally available to the public in printed publications in general circulation in Australia or over or through the internet through no action, or default under or breach of this Deed by the TWG Member;

(court proceedings): is disclosed by the TWG Member in compliance with any binding judicial order of any court or governmental agency or under any procedure for discovery in any legal action in or before any court or governmental agency;

(legal compliance): is disclosed by the TWG Member in compliance with any law; or

(independent development): has been separately and independently created by or on behalf of the TWG Member, his or her employer or company, or any related body corporate or controlled entity.

4. CONFIDENTIALITY SECURITY

The TWG Member shall at any time from the date of this Deed:

(separate storage): keep all Confidential Information, and information produced or generated based on or derived from the Confidential Information, separate from all business records and other documents of the TWG Member; and

(copies): make any copy or take any extract of any of the Confidential Information only if strictly necessary for the Disclosure Purpose.

5. INFORMATION REDELIVERY

The TWG Member shall upon request by the GBCA and without release of the TWG Member from any liability under this Deed:

(redelivery): return and deliver to the GBCA all documents and other materials in his or her possession containing or incorporating any Confidential Information, except to the extent that the GBCA directs the destruction of those documents or materials; and

(computer deletion): delete or erase any Confidential Information stored by the TWG Member in any computer or electronic information retrieval system, records or database.

6. INTELLECTUAL PROPERTY

All the legal interest in any intellectual property of the GBCA comprised in the Confidential Information shall be retained by and remain vested in the sole, exclusive, absolute and entire beneficial ownership of the GBCA.

EXECUTED as a deed.

TWG Member:

SIGNED by)
)
_____)
TWG Member)
)
_____)

Full Name:

in the presence of:

Witness

Full Name: