

# INTERGOVERNMENTAL AGREEMENT FOR AN ELECTRONIC CONVEYANCING NATIONAL LAW

Council of  
Australian  
Governments

An agreement between the States and Territories,  
being:

- ▼ The State of New South Wales
- ▼ The State of Victoria
- ▼ The State of Queensland
- ▼ The State of Western Australia
- ▼ The State of South Australia
- ▼ The State of Tasmania
- ▼ The Australian Capital Territory
- ▼ The Northern Territory of  
Australia

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# Intergovernmental Agreement for an Electronic Conveyancing National Law

## PART 1. PARTIES

### 1.1. AN AGREEMENT between:

- The State of New South Wales;
- The State of Victoria;
- The State of Queensland;
- The State of Western Australia;
- The State of South Australia;
- The State of Tasmania;
- The Australian Capital Territory; and
- The Northern Territory of Australia.

### 1.2. For the purposes of this Agreement the Parties are represented by their respective Ministers.

## PART 2. PRELIMINARIES

### Purpose

- 2.1. This Intergovernmental Agreement is created to provide governance for the development, implementation and management of the regulatory framework for National E-Conveyancing, including legislation to facilitate National E-Conveyancing. The legislation will facilitate electronic conveyancing in accordance with the National Partnership Agreement to Deliver a Seamless National Economy. The National Partnership Agreement to Deliver a Seamless National Economy is established under the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and its subsidiary schedules.

### Citation

- 2.2. This Agreement may be referred to as the Electronic Conveyancing National Law Agreement 2011.

## Recitals

2.3. This Agreement is made in the following context:

- A. In July 2008 the Council of Australian Governments ("COAG") agreed that there should be a new single national electronic system for the settling of real property transactions in all Australian States and Territories. This single national electronic conveyancing facility would provide a convenient electronic way for legal practitioners, conveyancers, financial institutions and mortgage processors to:
- prepare dealings and related instruments to register changes in land ownership and interests;
  - settle financial transactions, including the ability to pay disbursements, duties, and tax;
  - comply with State or Territory Revenue Office requirements;
  - lodge their dealings and instruments with the relevant State or Territory Land Registry; and
  - receive confirmation of the lodgment of dealings and instruments.
- B. It was further agreed by COAG that a company with a skills-based board of directors should be formed to create, implement and operate the proposed National E-Conveyancing system, building on the work that had already been done in this area by other organisations. It was decided that the company should be a company limited by guarantee, in which membership should be open to all Australian States and Territories.
- C. In March 2009 COAG released the National Partnership Agreement To Deliver A Seamless National Economy and Implementation Plan ("COAG Agreement") which included creation of a single electronic system for completing real property transactions and lodging land title dealings for registration in Australia. Under the Implementation Plan National E-Conveyancing is to be commenced by the end of 2012.
- D. In January 2010 COAG approved the formation of a Business Regulation and Competition Working Group ("BRCWG") E-Conveyancing Sub Group to oversee the implementation of National E-Conveyancing. The Sub Group is to make recommendations concerning the implementation of National E-Conveyancing, changes to National E-Conveyancing Development Limited ("NECDL") to allow it to operate National E-Conveyancing and to allow for the participation of all States and Territories in NECDL. The Sub Group will also oversee the introduction of national legislation necessary to enable National E-Conveyancing and report to COAG on progress with the implementation of National E-Conveyancing.
- E. On 14 January 2010 New South Wales, Victoria and Queensland established the company NECDL to create the System in advance of the later dates agreed by COAG and so as to avoid further delay.
- F. The founding members of NECDL, New South Wales, Victoria and Queensland entered into a Members' Agreement in relation to NECDL to regulate their rights and obligations as Members under NECDL's constitution and applicable law. The Parties acknowledged that the participation of all States and Territories would be required for the implementation and operation of National E-Conveyancing.

- G. At its April 2010 meeting COAG agreed that NECDL is to create, implement and operate the System.
- H. NECDL's constitution was amended in September 2010 to enable NECDL to create, implement and operate the System and to enable South Australia, Tasmania, Western Australia, the Australian Capital Territory and the Northern Territory to become members of NECDL. Western Australia applied to become a member and in October 2010 the founding members resolved to admit Western Australia as a member of NECDL.
- I. In February 2011 the members of NECDL agreed and resolved to convert the company from a company limited by guarantee to a company limited by shares and adopted a new constitution to facilitate this.
- J. In August 2011 the Australian and New Zealand Banking Group, Commonwealth Bank of Australia, National Investment Capital Limited (a subsidiary of National Australia Bank Limited) and Westpac Banking Corporation ("Bank Shareholders"), subject to the approval of the Australian Competition and Consumer Commission, subscribed for shares in NECDL and entered into a Shareholders' Deed with the States of New South Wales, Victoria, Queensland and Western Australia (through the Authority) ("State Shareholders") and NECDL. The shareholders have agreed that it is the intention of the State Shareholders to maintain a majority shareholding in NECDL during the development of the System.
- K. The object of NECDL is "to create and operate a System to provide an efficient, competitive system to settle property transactions, lodge instruments with Land Registries and pay associated duty and tax obligations electronically, without increasing the cost of such services to the community or excluding any current market participant from operating in the new electronic environment".
- L. The NECDL constitution provides that in furtherance of its object its activities shall include:
- developing the business processes, rules and procedures necessary to support the commencement of the System;
  - developing the necessary software for the System;
  - leveraging the maximum benefit possible from the prior work conducted by Victoria, the National Electronic Conveyancing Office and any other relevant organisation in relation to the development of business processes, rules and procedures and software;
  - co-operating with the relevant Land Registries and Revenue Offices to identify required legislative or regulatory changes in order that the System can interface with relevant Land Registries and Revenue Offices;
  - ensuring that the System is not created in a manner that prevents prospective participants engaged (or to be engaged) in any aspect of real property conveyancing in COAG jurisdictions having reasonable non-discriminatory access to the System;
  - developing a program for the implementation and protocols for the operation of the System; and
  - liaising with all relevant Stakeholders in the creation of the System so far as practicable.



- M. In order to facilitate the creation of National E-Conveyancing a legislative basis for electronic conveyancing is required. It is agreed that the legislative elements of the required National E-Conveyancing legal framework will be implemented under the Electronic Conveyancing National Law that is the subject of this Agreement.
- N. The current paper-based conveyancing systems in each jurisdiction will continue to operate after the introduction of the National E-Conveyancing system.

## Definitions and Interpretation

2.4. In this Agreement, unless the contrary intention appears:

**'Australian Registrars' National E-Conveyancing Council' (ARNECC)** means the Council established by this Agreement to facilitate the ongoing management of the regulatory framework for National E-Conveyancing.

**'Australian Registrars' Operating Requirements'** are a set of model operating requirements determined by the ARNECC on behalf of the Registrars.

**'Australian Registrars' Participation Rules'** are a set of model participation rules determined by the ARNECC on behalf of the Registrars.

**'Authority'** means the Western Australian Land Information Authority established under section 5 of the Land Information Authority Act 2006 (WA).

**'Business Regulation and Competition Working Group (BRCWG)'** is a working group established by COAG on 20 December 2007 to:

- accelerate and broaden the regulation reduction agenda to reduce the regulatory burden on business;
- accelerate and deliver the agreed COAG regulatory hot spots agenda;
- further improve processes for regulation making and review, including exploring a national approach to processes to ensure no net increase in the regulatory burden, and common start dates for legislation; and
- deliver significant improvements in Australia's competition, productivity and international competitiveness.

**'BRCWG E-Conveyancing Sub Group'** is a subcommittee established by the BRCWG to assist in the implementation of National E-Conveyancing.

**'COAG'** means the Council of Australian Governments.

**'COAG Agreement'** means the National Partnership Agreement To Deliver A Seamless National Economy between the Commonwealth of Australia and the States and Territories.

**'Client Authorisation'** is a document by which a Transacting Party authorises a Subscriber to do one or more things on that party's behalf in connection with the transaction.

**'Electronic Conveyancing National Law' (ECNL)** means a national law scheme agreed to be established by Part 8 of this Agreement that will facilitate the implementation and operation of National E-Conveyancing in accordance with the COAG Agreement, as amended from time to time.

**'Electronic Document'** includes:

- documents, such as Registry Instruments and other original documents, prepared in an electronic format; and
- electronic copies of documents;

authenticated in a manner approved by the Registrar.

**'Electronic Lodgment Network (ELN)'** is a network established to create and electronically lodge Registry Instruments and other Electronic Documents with the jurisdiction's Land Registry.

**'Electronic Lodgment Network Operator (ELNO)'** is a person authorised by a jurisdiction to operate an Electronic Lodgment Network.

**'jurisdiction'** means one of the Parties to this Agreement.

**'Land Registry'** means the organisation, person or body operated by each of the jurisdictions for the registration, noting and recording of dealings in land and is the jurisdiction-based custodian of the titles register.

**'Land titles legislation'** has the meaning given to that term in the law applying the ECNL in each jurisdiction (or in the corresponding law, as the case may be) and includes any other law of the jurisdiction that authorises or requires something to be registered, noted or recorded in the titles register.

**'Minister'** means a Minister of a State or Territory responsible for the application of the Electronic Conveyancing National Law in that State or Territory.

**'minor or inconsequential amendments'** means typographical, drafting or other changes that do not affect the substantive operation of the ECNL or the attainment of its purposes.

**'National E-Conveyancing'** means a legislative and business environment for a national system of electronic conveyancing providing for:

- settlement of property transactions electronically; and
- lodgment of Registry Instruments and other Electronic Documents with Land Registries electronically.

**'National E-Conveyancing Development Limited' (NECDL)** means National E-Conveyancing Development Limited ACN 140 677 792, an entity created by the governments of New South Wales, Victoria and Queensland, pursuant to the COAG Agreement, to create a single national electronic system for the settlement of real property transactions and lodging land title dealings for registration in Australia, and its successor.

**'operating requirements'** means the set of operating requirements, determined by the Registrar with regard to the Australian Registrars' Operating Requirements, that pursuant to the ECNL an ELNO is to comply with.

**'Participation Agreement'** is the agreement entered into by each Subscriber with an ELNO as a condition of registration with the ELNO to use an ELN and includes a provision requiring the Subscriber to comply with the participation rules.

**'participation rules'** means the set of participation rules, determined by the Registrar with regard to the Australian Registrars' Participation Rules, that pursuant to the ECNL and their Participation Agreement a Subscriber must comply with.

**'Party'** means a party to this Agreement.

**'register'** includes, without limitation, register, note, record, enter or endorse on or in any part of the titles register.

**'Registrar'** means the Registrar General or similar State or Territory official having responsibility for the jurisdiction's Land Registry function as listed below:

- NSW – Registrar General;
- Vic – Registrar of Titles;
- Qld – Registrar of Titles;
- WA – Registrar of Titles and/or other member of the Authority's staff nominated by the Chief Executive of the Authority;
- SA – Registrar-General;
- Tas – Recorder of Titles;
- NT – Registrar-General; and
- ACT – Registrar General.

**'Registry Instruments'** are documents lodged in each State or Territory Land Registry which:

- when registered in a titles register, will give effect to a change in that register relating to an estate or interest in land; or
- give effect to any other recording in a titles register.

**'Stakeholders'** means those persons, organisations, groups or professions whose working procedures and/or conveyancing transactions will be impacted by National E-Conveyancing and includes NECDL.

**'States'** means the States of New South Wales, Victoria, Queensland, Western Australia, South Australia and Tasmania.

**'Subscriber'** is a corporation or other body corporate, partnership, government agency or natural person registered to use an ELN to complete conveyancing transactions electronically, as or on behalf of a Transacting Party.

**'System'** means a single national electronic system for the settlement and lodgment of real property transactions throughout Australia.

**'Territories'** means the Australian Capital Territory and the Northern Territory of Australia.

**'titles register'** has the meaning given to that term in the law applying the ECNL in each jurisdiction (or in the corresponding law, as the case may be).

**'Transacting Party'** is a person who is engaged in a land transaction in relation to land registered in the titles register which will result in the lodgment of electronic Registry Instruments or other Electronic Documents.



## **PART 3. OPERATION OF THE AGREEMENT**

### **Commencement**

- 3.1. This Agreement comes into operation on the date on which the first two Parties execute the Agreement.
- 3.2. A Party that signs this Agreement after the commencement date becomes bound by this Agreement from the date it signs.

### **Execution of Counterparts.**

- 3.3. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

### **Effect of Agreement**

- 3.4. The Parties agree that the Electronic Conveyancing National Law will not prohibit State or Territory based electronic lodgment arrangements.
- 3.5. If there is a dispute between two or more Parties under this Agreement, those parties must negotiate in good faith to resolve the dispute. If the parties are unable to resolve the dispute, then they may refer the dispute to COAG for resolution.
- 3.6. This Agreement only sets forth the mutual intentions of the Parties, it does not create any binding obligation on any party and does not contain all matters upon which agreement must be reached.

## **PART 4. OBJECTIVE**

- 4.1. To establish a framework to facilitate the implementation and ongoing management of the regulatory framework for National E-Conveyancing including to:
  - 4.1.1. enact and manage the Electronic Conveyancing National Law; and
  - 4.1.2. provide for the formation, composition and operation of the ARNECC.

## **PART 5. NATIONAL OPERATION OF ELECTRONIC CONVEYANCING**

- 5.1. The Parties agree to cooperate on the implementation and management of National E-Conveyancing to minimise inconsistencies between jurisdictions. The Parties acknowledge that National E-Conveyancing may be implemented at different times and at a different pace across each jurisdiction.

- 5.2.** The Parties agree to:
- 5.2.1. use their best endeavours to ensure that National E-Conveyancing is implemented in their own jurisdiction as soon as practicable;
  - 5.2.2. work collaboratively to ensure that business practices are consistent where possible; and
  - 5.2.3. collaborate in good faith to ensure that all Stakeholders continue to be consulted in an effective manner in connection with the implementation and operation of the regulatory framework for National E-Conveyancing.
- 5.3.** Each jurisdiction agrees to implement the Australian Registrars' Operating Requirements and Australian Registrars' Participation Rules (and any amendments made to them under clause 7.3) as the operating requirements and participation rules applicable in that jurisdiction.

## **PART 6. FORMATION, COMPOSITION AND OPERATION OF THE ARNECC**

- 6.1.** There is established an Australian Registrars' National E-Conveyancing Council (ARNECC) to be comprised of the Registrar from each jurisdiction or his or her nominee. The ARNECC will facilitate the implementation and ongoing management of the regulatory framework for National E-Conveyancing.
- 6.2.** The Registrar of each jurisdiction becomes a member of the ARNECC, or may appoint a nominee in his or her stead, upon the Registrar's jurisdiction becoming a Party to this Agreement.
- 6.3.** The ARNECC will meet at least once annually.
- 6.4.** An ARNECC meeting may take place in person, by telephone or by other means.
- 6.5.** The quorum for a meeting of the ARNECC is not less than 75% of the jurisdictions who have entered into this Agreement, or as otherwise agreed by the ARNECC.
- 6.6.** The ARNECC may, by agreement, deal with matters informally and out of session, subject to the same provisions regarding quorum and voting as would apply to a meeting in session.
- 6.7.** The procedure for calling of meetings and for the conduct of business at the meetings is to be decided by the ARNECC.

## **PART 7. FUNCTIONS OF THE ARNECC**

- 7.1.** The principal functions of the ARNECC are to:
- 7.1.1. advise the Parties on any proposed changes to the ECNL;

- 7.1.2. provide authoritative advice to the Parties about matters relating to National E-Conveyancing; and
  - 7.1.3. ensure that, as far as is practicable, business practices with respect to National E-Conveyancing are consistent when implemented in each jurisdiction.
- 7.2. In particular, the ARNECC will develop for the Registrars:
  - 7.2.1. one nationally agreed set of Australian Registrars' Operating Requirements for ELNOs;
  - 7.2.2. one nationally agreed set of Australian Registrars' Participation Rules to be applied by ELNOs; and
  - 7.2.3. any jurisdiction specific provisions in either.
- 7.3. The ARNECC is to monitor the operation of and make any amendments it considers necessary to the Australian Registrars' Operating Requirements or the Australian Registrars' Participation Rules.
- 7.4. The ARNECC may establish sub committees to advise on particular subject areas.
- 7.5. In carrying out its functions the ARNECC is also bound by Part 5 of this agreement.

## **PART 8. THE ELECTRONIC CONVEYANCING NATIONAL LAW**

- 8.1. National E-Conveyancing will be facilitated by an Electronic Conveyancing National Law. The Electronic Conveyancing National Law will be implemented by way of a legislative scheme that will involve the following elements:
  - 8.1.1. The Parliamentary Counsel's Committee will be responsible for the drafting of the Electronic Conveyancing National Law;
  - 8.1.2. The State of New South Wales will use its best endeavours to enact legislation in a form agreed by the Parties as giving effect to the proposed ECNL in accordance with the COAG Agreement;
  - 8.1.3. The States of Victoria, Queensland, Tasmania and the Australian Capital Territory will, as soon as reasonably practicable following passage of the New South Wales legislation, use their best endeavours to enact legislation in their jurisdictions applying the New South Wales legislation as a law of those jurisdictions, so as to permit the scheme to be established in accordance with the COAG Agreement;
  - 8.1.4. The States of Western Australia, South Australia and the Northern Territory will, as soon as reasonably practicable, use their best endeavours to either enact legislation in their jurisdictions applying the New South Wales legislation as a law of those jurisdictions or enact corresponding legislation, substantially similar to the agreed model, so as to permit the scheme to be established in accordance with the COAG Agreement;

- 8.1.5. The Parties acknowledge that the passage of the ECNL in New South Wales and application or corresponding laws in all other jurisdictions is subject to normal government and Parliamentary procedures;
- 8.1.6. The Parties will use their best endeavours to ensure that legislation in their respective jurisdictions is not inconsistent with nor alters the effect of the Electronic Conveyancing National Law; and
- 8.1.7. The Parties agree that, if New South Wales is unable to pass the ECNL, then it may be introduced in another jurisdiction.

## **PART 9. CONTENTS OF THE ELECTRONIC CONVEYANCING NATIONAL LAW**

- 9.1. The Electronic Conveyancing National Law will make possible the implementation of electronic conveyancing in Australia and will:
  - 9.1.1. authorise:
    - (a) the Registrar, or in the case of Western Australia the Authority, to receive electronic Registry Instruments and other Electronic Documents by electronic lodgment; and
    - (b) the Registrar to register electronic Registry Instruments, with the same effect as receiving and registering paper instruments under the jurisdiction's land titles legislation.
  - 9.1.2. empower the Registrar, or in the case of Western Australia the Authority, to operate or to authorise one or more persons to operate an Electronic Lodgment Network in respect of land in the jurisdiction;
  - 9.1.3. empower the Registrar, or in the case of Western Australia the Registrar or the Authority, to set conditions for access to and use of an Electronic Lodgment Network;
  - 9.1.4. empower the Registrar or his or her delegate, or in the case of Western Australia the Registrar or his or her delegate or the Authority or its delegate, to conduct an examination of compliance with any conditions for access and use of an Electronic Lodgment Network;
  - 9.1.5. provide that by entering into an approved form of Client Authorisation, a Transacting Party may authorise a Subscriber to:
    - digitally sign electronic Registry Instruments and other Electronic Documents on that Transacting Party's behalf;
    - present electronic Registry Instruments and other Electronic Documents for lodgement electronically;
    - authorise or complete any associated financial transaction;
    - do anything else necessary to complete a conveyancing transaction;

and that a Client Authorisation agreement is not subject to any jurisdiction legislation relating to powers of attorney (except in relation to the execution of the Client Authorisation itself under a power of attorney); and

- 9.1.6. override any inconsistent legislation of a jurisdiction to the extent of the inconsistency (other than as provided for in any application or corresponding legislation).

## **PART 10. ALTERATION OF THE ELECTRONIC CONVEYANCING NATIONAL LAW**

### **Proposed Amendments**

- 10.1.** Any Party (including New South Wales) may propose an amendment to the Electronic Conveyancing National Law. The proposal shall include a description of the proposed amendments and the justification for seeking them. The proposing Party must provide a copy of that proposal to all other Parties.
- 10.2.** Each Party will consider the proposal and notify each other Party whether that party agrees with the proposal within six (6) weeks of the date of the proposal.

### **Voting**

- 10.3.** Where a Party does not agree to the proposal or suggests changes to the proposal, the Party concerned will advise the other Parties of that fact and its reasons within six (6) weeks of the date of the proposal. The Parties agree to negotiate in good faith to agree on a solution that will be acceptable to all Parties. The Parties may refer the matter to the ARNECC for consideration and advice. If after twelve (12) weeks of the date of the proposal a consensus has not been reached any Party may by a notice sent to all the Parties and setting out the proposal, either in its original form or as amended during the negotiations, call for a vote on the proposal.
- 10.4.** Each Party must advise every other Party within twelve (12) weeks of the call for a vote whether that Party agrees with the proposal or not. The proposal will be agreed if at least 75% of the Parties vote in its favour.
- 10.5.** If a Party does not vote by the end of the twelve (12) week voting period, that Party will be taken to have voted against the proposed amendment.

### **Minor amendments**

- 10.6.** The State of New South Wales (or the host jurisdiction, if clause 8.1.7 applies) does not need to consult with the other Parties before making minor or inconsequential amendments to the Electronic Conveyancing National Law, but must give the other Parties sufficient notice (being not less than 28 days) of its intention to make such amendments. Where New South Wales (or the host jurisdiction) has notified the other Parties of its intention to make minor or inconsequential amendments and two (2) or more Parties advise New South Wales (or the

host jurisdiction) in writing within 28 days that they believe the proposed amendments are not minor or inconsequential, then New South Wales (or the host jurisdiction) must submit the proposed amendments and clauses 10.1 to 10.5 of this Agreement will apply to those proposed amendments.

## **Implementation of Changes**

**10.7.** If changes agreed under this Part require amendment of the ECNL, the State of New South Wales (or the host jurisdiction, if clause 8.1.7 applies) will:

- 10.7.1. within a reasonable time submit to its Parliament a Bill in a form agreed by the Parties as giving effect to the proposed changes; and
- 10.7.2. take all reasonable steps to secure the passage of the Bill and bring it into force in accordance with a timetable agreed by the Parties.

**10.8.** If the State of Western Australia, South Australia or the Northern Territory enacts corresponding legislation rather than a law applying the New South Wales legislation as a law of their jurisdiction, then that jurisdiction will:

- 10.8.1. within a reasonable time submit to its Parliament a Bill or make a regulation giving effect to changes to its law substantially similar to the agreed changes; and
- 10.8.2. take all reasonable steps to secure the passage of the Bill or the making of a regulation and bring it into force in accordance with a timetable agreed by the Parties.

## **PART 11. CONSEQUENTIAL AMENDMENT OF OTHER LEGISLATION IN JURISDICTIONS**

**11.1.** Each jurisdiction acknowledges that it will use its best endeavours to conduct a review of existing conveyancing and associated legislation to identify necessary or desirable changes to be made to accommodate the implementation of National E-Conveyancing in the jurisdiction and enact any of those changes as complementary to the Electronic Conveyancing National Law.

## **PART 12. WITHDRAWAL AND CESSATION**

**12.1.** A Party may withdraw from this Agreement by sending written notice to all other Parties. The withdrawal will become effective six months after the notice was sent. A party may revoke its withdrawal at any time prior to it becoming effective.

**12.2.** If a Party withdraws from this Agreement, this Agreement will continue in force with respect to the remaining Parties.



## PART 13. REVIEW AND AMENDMENT

- 13.1. This Agreement may be amended at any time by the unanimous decision of all Parties to it at that time.
- 13.2. The Parties will use all reasonable measures to comply with the dates in this Agreement and acknowledge that any date may be altered by agreement of all the Parties.
- 13.3. After this Agreement has operated for seven years, or at such earlier time as may be agreed between the Parties, the Parties will review the Agreement's operation and terms, including the operation and terms of the ECNL.
- 13.4. Any amendment to this Agreement will be made in writing and executed by all Parties, and will include the date on which the amendment will come into force.

## PART 14. DISCLOSURE

- 14.1. Despite any confidentiality or intellectual property rights subsisting in this Agreement a Party may publish all or any part of it without reference to another Party.
- 14.2. Nothing in this clause derogates from a Party's obligations under any privacy law.

The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the  
State of New South Wales by*



**The Honourable Greg Pearce MLC**  
Minister for Finance and Services, Minister for the  
Illawarra.

*23 December* 2011

*Signed for and on behalf of the  
State of Victoria by*

**The Honourable Ryan Smith MP**  
Minister for Environment and Climate Change

2011

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*Signed for and on behalf of the  
State of New South Wales by*

**The Honourable Greg Pearce MLC**  
Minister for Finance and Services, Minister for the  
Illawarra.

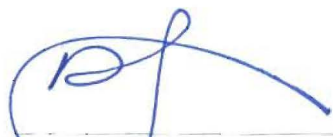
2011

*Signed for and on behalf of the  
State of Victoria by*

**The Honourable Ryan Smith MP**  
Minister for Environment and Climate Change

23/12/2011

**Signed** for and on behalf of the  
State of Queensland by



**The Honourable Rachel Nolan MP**

Minister for Finance, Natural Resources and The Arts

21/4

2011

**Signed** for and on behalf of the  
State of Western Australia by

**The Honourable Brendon Grylls MLA**

Minister for Regional Development; Lands; Minister  
Assisting the Minister for State Development;  
Minister Assisting the Minister for Transport

2011

**Signed** for and on behalf of the  
State of South Australia by

**Signed** for and on behalf of the  
State of Tasmania by

**The Honourable John Rau MP**

Deputy Premier, Attorney-General, Minister for  
Planning, Minister for Business Services and  
Consumers

2011

**The Honourable Bryan Green MHA**

Minister for Primary Industries and Water

2011

**Signed** for and on behalf of the Northern  
Territory of Australia by

**Signed** for and on behalf of the Australian  
Capital Territory by

**The Honourable Daniel Robert Knight MLA**

Minister for Justice and Attorney-General

2011

**Katy Gallagher MLA**

Chief Minister

2011

*Signed for and on behalf of the  
State of Queensland by*

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**The Honourable Rachel Nolan MP**  
Minister for Finance, Natural Resources and The  
Arts

2011

*Signed for and on behalf of the  
State of Western Australia by*



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**The Honourable Brendon Grylls MLA**  
Minister for Regional Development; Lands; Minister  
Assisting the Minister for State Development;  
Minister Assisting the Minister for Transport

17 / 11 / 2011

*Signed for and on behalf of the  
State of South Australia by*

---

**The Honourable John Rau MP**  
Deputy Premier, Attorney-General, Minister for  
Planning, Minister for Business Services and  
Consumers

2011

*Signed for and on behalf of the  
State of Tasmania by*

---

**The Honourable Bryan Green MHA**  
Minister for Primary Industries and Water

2011

*Signed for and on behalf of the Northern  
Territory of Australia by*

*Signed for and on behalf of the Australian  
Capital Territory by*

---

**The Honourable Delia Phoebe Lawrie MLA**  
Minister for Justice and Attorney-General

---

**Katy Gallagher MLA**  
Chief Minister

2011

2011

*Signed for and on behalf of the  
State of Queensland by*

**The Honourable Rachel Nolan MP**  
Minister for Finance, Natural Resources and The Arts

2011

*Signed for and on behalf of the  
State of Western Australia by*

**The Honourable Brendon Grylls MLA**  
Minister for Regional Development; Lands; Minister  
Assisting the Minister for State Development;  
Minister Assisting the Minister for Transport

2011

*Signed for and on behalf of the  
State of South Australia by*

  
**The Honourable John Rau MP**  
Deputy Premier, Attorney-General, Minister for  
Planning, Minister for Business Services and  
Consumers

*11 June 2011-2012*

*Signed for and on behalf of the  
State of Tasmania by*

**The Honourable Bryan Green MHA**  
Minister for Primary Industries and Water

2011

*Signed for and on behalf of the Northern  
Territory of Australia by*

*Signed for and on behalf of the Australian  
Capital Territory by*

**The Honourable Daniel Robert Knight MLA**  
Minister for Justice and Attorney-General

2011

**Katy Gallagher MLA**  
Chief Minister

2011



**Signed for and on behalf of the  
State of Queensland by**

**Signed for and on behalf of the  
State of Western Australia by**

**The Honourable Rachel Nolan MP**

Minister for Finance, Natural Resources and The  
Arts

2011

**The Honourable Brendon Grylls MLA**

Minister for Regional Development; Lands; Minister  
Assisting the Minister for State Development;  
Minister Assisting the Minister for Transport

2011

**Signed for and on behalf of the  
State of South Australia by**

**Signed for and on behalf of the  
State of Tasmania by**

**The Honourable John Rau MP**

Deputy Premier, Attorney-General, Minister for  
Planning, Minister for Business Services and  
Consumers

2011

**The Honourable Bryan Green MHA**

Minister for Primary Industries and Water

27 JAN 2012

2011

**Signed for and on behalf of the Northern  
Territory of Australia by**

**Signed for and on behalf of the Australian  
Capital Territory by**

**The Honourable Delia Phoebe Lawrie MLA**

Minister for Justice and Attorney-General

2011

**Katy Gallagher MLA**

Chief Minister

2011



*Signed for and on behalf of the  
State of Queensland by*

**The Honourable Rachel Nolan MP**

Minister for Finance, Natural Resources and The Arts

2011

*Signed for and on behalf of the  
State of Western Australia by*

**The Honourable Brendon Grylls MLA**

Minister for Regional Development; Lands; Minister Assisting the Minister for State Development; Minister Assisting the Minister for Transport

2011

*Signed for and on behalf of the  
State of South Australia by*

*Signed for and on behalf of the  
State of Tasmania by*

**The Honourable John Rau MP**

Deputy Premier, Attorney-General, Minister for Planning, Minister for Business Services and Consumers

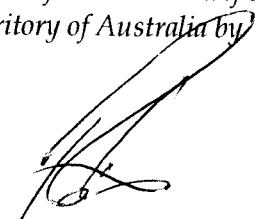
2011

**The Honourable Bryan Green MHA**

Minister for Primary Industries and Water

2011

*Signed for and on behalf of the Northern  
Territory of Australia by*



**The Honourable Daniel Robert Knight MLA**

Minister for Justice and Attorney-General

13 MAR 2012

2012

*Signed for and on behalf of the Australian  
Capital Territory by*

**Katy Gallagher MLA**

Chief Minister

2011

## PART 13. REVIEW AND AMENDMENT

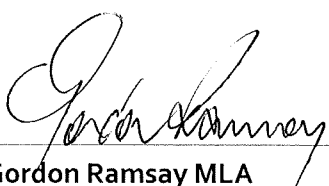
- 13.1. This Agreement may be amended at any time by the unanimous decision of all Parties to it at that time.
- 13.2. The Parties will use all reasonable measures to comply with the dates in this Agreement and acknowledge that any date may be altered by agreement of all the Parties.
- 13.3. After this Agreement has operated for seven years, or at such earlier time as may be agreed between the Parties, the Parties will review the Agreement's operation and terms, including the operation and terms of the ECNL.
- 13.4. Any amendment to this Agreement will be made in writing and executed by all Parties, and will include the date on which the amendment will come into force.

## PART 14. DISCLOSURE

- 14.1. Despite any confidentiality or intellectual property rights subsisting in this Agreement a Party may publish all or any part of it without reference to another Party.
- 14.2. Nothing in this clause derogates from a Party's obligations under any privacy law.

The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the  
Australian Capital Territory by*

  
\_\_\_\_\_  
**Gordon Ramsay MLA**  
Attorney-General

13/2/ 2020

*NOTE: Due to the time elapsed since the signing of this Intergovernmental Agreement for an Electronic Conveyancing National Law by other State and Territory Governments, and subsequent change of representative party, a new execution page has been prepared for the Australian Capital Territory Government.*