

New Brand logo

APPLICATION AND AGREEMENT TO BE AN IRO APPROVED LAWYER*

This document is for an Australian legal practitioner to be approved as a legal service provider to the Independent Review Officer.

LAWYER DETAILS

FULL NAME			
LAW FIRM			
LAW FIRM STREET ADDRESS			
ABN (LAW FIRM)			
PRACTISING CERTIFICATE NUMBER		LAW SOCIETY STATE / TERRITORY	
TELEPHONE	<i>Not for publication</i> <input type="checkbox"/> W	<i>Not for publication</i> <input type="checkbox"/> D	<i>Not for publication</i> <input type="checkbox"/> M
INDIVIDUAL EMAIL ADDRESS			

I apply to become an IRO Approved Lawyer.

I warrant that I am familiar with the law and practice relating to the rights and entitlements of injured workers to workers compensation in the New South Wales scheme.

My qualifications and experience in NSW workers compensation statutory benefit claims is provided in the Annexure to the Agreement.

I have signed the Agreement with the IRO for the provision of legal services to injured workers. The Agreement applies to all matters where a grant of ILARS funding is made to provide legal advice, assistance and representation to an injured worker.

I agree to be bound by the terms and conditions set out in the Agreement.

SIGNED _____

DATED _____

* For use by those intending to seek grants of funding only. Barristers seeking to be retained as Counsel by Approved Lawyers should use the Application and Agreement to be an IRO Approved Barrister.

| For IRO USE Only |

Allocated Reference Number		Date approved	/	/
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AGREEMENT FOR THE PROVISION OF LEGAL SERVICES AS AN IRO APPROVED LAWYER IN THE NSW WORKERS COMPENSATION SCHEME

This Agreement is made on theday of 20.....

between the Independent Review Officer (**the IRO**)

and (**the Lawyer**)

Recitals

- A. The IRO has established a list of Approved Lawyers.
- B. Lawyers on the list of Approved Lawyers are Australian legal practitioners practising as solicitors or barristers approved by the IRO to receive funding to provide legal services to injured workers in respect of workers compensation matters under the *Workers Compensation Act 1987 (NSW)* and the *Workplace Injury Management and Workers Compensation Act 1988 (NSW)* (the NSW workers compensation legislation).
- C. The legal practitioner has applied to become an Approved Lawyer and the IRO has approved that application. The legal practitioner will be referred to as the Lawyer in this Agreement.
- D. This Agreement sets out the terms upon which the Lawyer will provide legal services to injured workers and the rights and responsibilities of the parties in connection with the management of ILARS grant matters.
- E. The parties acknowledge that the relationship between the Lawyer and the IRO is to allow the IRO to make grants of funding so that injured workers may secure legal representation to explore and pursue benefits and entitlements under the NSW workers compensation legislation.

The parties agree as follows:

1 Definitions

In this Agreement:

ILARS means the Independent Legal Assistance and Review Service, the division of the office of the IRO responsible for administering legal funding.

ILARS Grant Matter means a matter that has had an ILARS grant of funding made for the provision of legal services to an injured worker.

ILARS Grant Amount means the amount payable to the Lawyer under the grant as provided for in the ILARS Funding Guidelines and includes professional fees and disbursements.

ILARS Funding Guidelines means the document setting out the IRO policy practice and procedure relating to the granting of funding by the Independent Legal Assistance and Review Service (ILARS).

Practice Standards means the Practice Standards for IRO Approved Lawyers.

Legal Services means services generally provided in the capacity of a solicitor (to injured workers).

2 Duration of Agreement

This Agreement starts on the date of its execution by the IRO and continues until the Lawyer withdraws from or is removed from the list of Approved Lawyers.

- 2.1 Upon execution of this Agreement the Lawyer may apply for and obtain grants of funding to provide legal advice and assistance to injured workers.
- 2.2 The Lawyer may request to be removed from the list of Approved Lawyers.

3 Publication of name

The IRO may publish the Lawyer's name, law practice name, business address, email address and telephone number on the list of Approved Lawyers that appears on the IRO website. The IRO may also publish this information in any other form that the IRO considers necessary to assist injured workers to obtain legal representation.

4 Promotion of approval

The Lawyer may promote their status as an IRO Approved Lawyer.

5 Continuing eligibility

- 5.1 The IRO will conduct an annual review after 1 July each year of grants applied for in the preceding twelve (12) month period.
- 5.2 The IRO reserves the right to remove a Lawyer from the list of Approved Lawyers who has not applied for an ILARS grant in that period.
- 5.3 The IRO will advise the Lawyer of any proposed action to be taken in relation to the Lawyer's approval status in writing and the Lawyer will have twenty one (21) days to provide a response.
- 5.4 The IRO has discretion to take such action and impose such conditions as the IRO considers appropriate in relation to continued eligibility of the Lawyer to be an Approved Lawyer.

6 IRO's obligations

- 6.1 The IRO is under no obligation to refer injured workers to the Lawyer.
- 6.2 The IRO may refer injured workers to the list of Approved Lawyers maintained on the IRO website to select an Approved Lawyer.
- 6.3 The IRO will assess and respond to ILARS grant applications promptly.
- 6.4 The IRO may direct that a particular grant matter be assigned to a particular Lawyer where the IRO is of the opinion that it is reasonable to do so.
- 6.5 Where the IRO directs an ILARS grant matter to another Lawyer the IRO will pay the original Lawyer their legal costs in accordance with the ILARS Funding Guideline. Payment of costs is at the discretion of the IRO.
- 6.6 The IRO will pay the Lawyer the ILARS grant amount after receipt of an invoice in the approved form. The Lawyer agrees that any decision of the IRO on this issue is final.

- 6.7 The IRO may make provision within the ILARS Funding Guidelines for the conditions to be satisfied before payment of any legal costs claimed by the Lawyer.
- 6.8 The IRO will notify the Lawyer of changes to the ILARS Funding Guidelines, processes, procedures, practice guides and practice standards.
- 6.9 The IRO reserves the right to vary its guidelines, policies and procedures at any time.

7 Lawyer's obligations

The Lawyer will:

- 7.1 Provide legal services to the injured worker pursuant to the ILARS grant.
- 7.2 Maintain a current practising certificate issued by the Law Society of NSW or interstate equivalent, without any condition, restriction or qualification that would limit or restrict the Lawyer's capacity to provide legal services in ILARS grant matters.
- 7.3 Comply with the Practice Standards, the ILARS Funding Guidelines and any practice guides and administrative requirements relating to grant applications as amended from time to time for the duration of each grant matter.
- 7.4 Comply with the provisions of the *Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015* (as amended from time to time).
- 7.5 At all times act honestly and in good faith in the Lawyer's dealings with the IRO.
- 7.6 Be courteous and act in a professional manner in all written and oral dealings with ILARS grant managers and other IRO staff. Approved Lawyers must not use insulting, offensive, discriminatory or intimidatory language or conduct.
- 7.7 Not engage in unreasonable conduct which is any conduct which, because of its nature, frequency or seriousness, raises substantial health and safety issues for the IRO's staff or significantly impacts on the IRO's resources and ability to equitably provide these services to other people who are receiving or may seek these services.
- 7.8 Establish facilities at the Lawyer's own expense to enable the Lawyer to transact all business and communications with the IRO electronically.
- 7.9 Keep the IRO advised of the progress of the ILARS grant matter and provide promptly any information reasonably requested by the IRO.
- 7.10 Notify the IRO in writing as soon as practicable after the Lawyer becomes aware there is an actual or potential conflict of interest in respect of any ILARS grant matter.
- 7.11 At the conclusion of each ILARS grant matter advise the IRO of the outcome of the proceedings and provide any information or documentation required by the IRO.
- 7.12 Provide details of any costs awarded or monies recovered in connection with the injured worker's claim including copies of any relevant agreements or orders.
- 7.13 Submit electronic invoices in the approved form to the IRO claiming only for those legal services that are the subject of an approved ILARS grant of funding.
- 7.14 Provide the IRO with relevant financial institution details (as specified from time to time by the IRO) and accept payment of the ILARS grant amount by way of electronic funds transfer (EFT).

- 7.15 At the IRO's request and upon the provision of written authority by the injured worker, provide the Lawyer's file in relation to the ILARS grant matter to the IRO.
- 7.16 Promptly transfer the relevant file to the new Lawyer upon receipt of the IRO's direction where the IRO directs an ILARS grant matter to another Lawyer.
- 7.17 Notify the IRO and the injured worker immediately in writing if the Lawyer is unable for any reason to provide legal services in an ILARS grant matter.
- 7.18 Notify the IRO immediately of any change in employment or business details and facilitate the provision of such information as may be requested from time to time by the IRO to ensure that the injured worker is provided continuous legal services.
- 7.19 Notify the IRO immediately in writing if the Lawyer ceases to hold a current practising certificate during the term of this Agreement or if, as a consequence of disciplinary proceedings taken against the Lawyer, the Lawyer is prevented from practising as a legal practitioner.
- 7.20 Immediately cease to provide legal services in all ILARS grant matters where the Lawyer ceases to hold a current practising certificate during the term of this Agreement or if, as a consequence of disciplinary proceedings taken against the Lawyer, the Lawyer is prevented from practising as a legal practitioner.
- 7.21 Notify the IRO immediately in writing of any criminal charges (except in relation to minor traffic offences), bankruptcy or professional disciplinary proceedings commenced against the Lawyer.
- 7.22 Notify the IRO immediately in writing of any circumstances that could give rise to any claim for professional negligence against the Lawyer.
- 7.23 Refrain from charging or recovering any costs from an injured worker for work that is conducted in an ILARS grant matter except with the express written approval of the IRO.

8 Briefing Counsel

- 8.1 The Lawyer will only retain and brief counsel on the IRO's Approved Barrister list in an ILARS grant matter.
- 8.2 Exceptions to the choice of Counsel may apply on request to the IRO or with respect to matters outside the jurisdiction of the Personal Injury Commission.
- 8.3 The Lawyer will only retain and brief counsel in accordance with the ILARS Funding Guidelines current at the time of briefing counsel.

9 No lien

The Lawyer is not entitled to any lien or charge over any file, document or other item in connection with the provision of legal services by the Lawyer in respect of any ILARS grant matter.

10 Audits

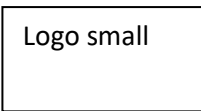
- 10.1 The IRO may give the Lawyer notice of intention to carry out an audit of any of the Lawyer's files the subject of an ILARS grant matter (an audit).
- 10.2 The period of notice for the conduct of an audit will be reasonable having regard to the reason for the audit and the seriousness of the issue or apparent irregularity that has

given rise to the need for the audit.

- 10.3 Where the IRO has given the Lawyer notice of intention to carry out an audit, the Lawyer will, within such reasonable time as nominated by the IRO, produce for inspection such files, records or documents as the IRO requires for the purpose of the conduct of the audit.
- 10.4 The reasonable cost of delivering files, records or documents to the IRO for the purpose of an audit will be met by the IRO.
- 10.5 The Lawyer agrees to allow the IRO or a representative of the IRO to attend the Lawyer's place of business to carry out a complete or part audit of the files, records and documents pertaining to the relevant ILARS grant matters as determined by the IRO.
- 10.6 The IRO will notify the Lawyer in writing of any irregularity identified as a result of an audit.
- 10.7 In addition to any other rights the IRO may have under this Agreement, the IRO may require the Lawyer to take action to remedy an irregularity identified as a result of an audit, within such reasonable time as advised by the IRO in writing.
- 10.8 In addition to any other rights the IRO may have under this Agreement, where, as a result of an audit, the IRO identifies that the Lawyer has received overpayment or incorrect payment of costs under an ILARS grant matter, the IRO may direct the Lawyer to pay into a nominated IRO bank account within a specified period of time the amount determined to be owing.
- 10.9 If the Lawyer fails to comply with a direction made to repay costs within the specified period, that failure constitutes a breach of this Agreement.

11 Breach of Agreement

- 11.1 Where the IRO determines that there is an apparent breach of this Agreement by the Lawyer, the IRO will notify the Lawyer in writing and request the Lawyer to provide a written response to the IRO by way of explanation.
- 11.2 Any written response by the Lawyer to such a notice must be provided within twenty-eight (28) calendar days from the date of the notice.
- 11.3 If the IRO considers that the Lawyer's explanation is unsatisfactory the IRO may notify the Lawyer that the Lawyer is in breach of this Agreement.
- 11.4 Where the IRO determines that the Lawyer is in breach of this Agreement, the IRO may:
 - 11.4.1 terminate this Agreement and remove the name of the Lawyer from the list of Approved Lawyers, or
 - 11.4.2 place any condition the IRO determines appropriate on future funding to be provided to the Lawyer.
- 11.5 Where a condition or conditions are imposed on future funding to be provided to the Lawyer, under clause 11.4.2 of this Agreement, the IRO will conduct a review the Lawyer's conduct twelve (12) months after first notification and advise the Lawyer whether the condition(s) are amended, altered, withdrawn or continuing.



12 Transfer of files following termination of Agreement

Following the termination of this Agreement the transfer of all open grant matters in the name of the Lawyer will be determined by the IRO.

13 Notices

A notice or other communication required or permitted to be served on or given to the IRO under this Agreement must be in writing and sent to the IRO by email to ilarscontact@iro.nsw.gov.au.

In the case of the service of a notice or any other communication on the Lawyer, it will be sent to the Lawyer at the email address recorded by the IRO for the Lawyer or the Lawyer’s law practice.

14 Previous Agreements

This Agreement supersedes any prior agreement or understanding between the parties in connection with its subject matter.

15 Severability

- 15.1 As far as possible all provisions of this Agreement must be construed so as not to be invalid, illegal or unenforceable.
- 15.2 If any provision in this Agreement is unenforceable, illegal or void that provision will be severed and the rest of the Agreement will remain in force.

16 Variation

The terms of this Agreement may be varied by the IRO by providing the Lawyer thirty (30) days written notice delivered electronically.

17 Applicable law

The law of New South Wales applies to this Agreement.

Signed by [PRINT LAWYER NAME])
)
 in the presence of:)

.....

[PRINT WITNESS NAME]

Signed by the Independent Review Officer)
 in the presence of:)
)

.....

Independent Review Officer

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ANNEXURE to the Agreement for the provision of legal services as an IRO Approved Lawyer in the NSW workers compensation scheme

A legal practitioner wishing to obtain IRO Approved Lawyer status and be eligible to obtain ILARS funding to provide legal services to injured eligible workers should set out here how they meet the **Approval Requirements for IRO Approved Lawyers**.

Consultation Draft