

Senate Economics Legislation Committee
ANSWERS TO QUESTIONS ON NOTICE
Industry, Tourism and Resources Portfolio
Additional Estimates 2004-2005, 16 February 2005

QUESTION No.26

(Hansard 16/02/05, p.E65)

Senator O'Brien asked about:

When will the memoranda of understanding between NOPSA and other relevant agencies be completed? Will these MOUs be publicly available? Could the committee be provided with copies of the MOUs?

ANSWER

In relation to the relationship between NOPSA and other government agencies with a role in maritime safety, Mr John Clegg, the Chief Executive Officer of NOPSA, has signed memoranda of understanding (MOUs) with a number of State, Territory and Commonwealth agencies, including the Australian Maritime Safety Authority (AMSA) and the Australian Transport Safety Bureau (ATSB). MOUs with AMSA and ATSB were signed on 17 December 2004 and 14 January 2005, respectively.

NOPSA intends to approach the Office of Transport Security regarding the development of a MOU.

These MOUs have been developed primarily to establish a cooperative framework between the parties, and sets out their mutual intentions to:

- notify the other party on health and safety matters of mutual interest;
- cooperate and consult in relation to audits, inspections and incident investigations, where appropriate;
- consult in relation to enforcement action; and
- facilitate exchange of information between the parties.

An overall picture of the number of MOUs signed to date and those under development is provided below.

	Number of MOUs signed	Number of MOUs under development
Commonwealth Agencies	4	2
State and Northern Territory Designated Authorities	4	3
Other Agencies	0	6
TOTAL	8	11

Attachment A provides a summary of the status of NOPSA's MOUs which are either in place, or currently under development, with relevant government agencies.

It is intended that the MOUs will be made publicly available on NOPSA's web site, and to this end, NOPSA recently wrote to all signatories to seek their agreement to making the MOUs publicly available. It is anticipated that, with agreement from the signatories, the MOUs will be posted on the NOPSA web site. A copy of the MOU between NOPSA and DITR (on behalf of the Commonwealth) is at **Attachment B**.

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Attachment A

AGENCIES	STATUS
Commonwealth agencies	
The Timor Sea Designated Authority	Signed on 17 September 2004.
Department of Industry Tourism and Resources	Signed on 8 December 2004.
Australian Maritime Safety Authority	Signed on 17 December 2004.
Australian Transport Safety Bureau	Signed on 14 January 2005.
Civil Aviation Safety Authority (CASA)	Awaiting response from CASA on draft MOU.
Seacare Authority	Review contact details.
State and Northern Territory Designated Authorities	
Western Australian Department of Industry and Resources	Signed on 16 December 2004.
South Australian Department of Primary Industries and Resources	Signed on 17 December 2004.
Victorian Department of Primary Industries	Signed on 20 December 2004.
Tasmanian Department of Infrastructure, Energy and Resources	Signed on 28 February 2005.
Northern Territory Department of Business, Industry and Resource Development	Signed by NOPSA CEO 14 January 2005. Awaiting NT Minister's signature.
Queensland Department of Natural Resources and Mines	Signed by NOPSA CEO 11 Feb 2005. Awaiting QLD Minister's signature.
New South Wales Department of Primary Industries	Sent core MOU to NSW for consideration. Awaiting response.
Other State/NT agencies	
Australian Diving Accreditation Scheme Board (ADAS)	Awaiting response from ADAS Board on draft MOU.
Western Australian Department of Health (Radiation Council of WA)	Final draft of MOU developed and with the Radiation Council for consideration.
Victorian Department of Human Services: Radiation	Ensure consistency with WA Radiation Council MOU once finalised.
Western Australian Department of Industry and Resources – Safety and Health Division (Major Hazards)	Discussions on potential MOU in progress.
Victorian Worksafe (Major Hazards)	Ensure consistency with WA Major Hazards MOU once finalised.
Northern Territory Worksafe	Ensure consistency with WA Major Hazards MOU once finalised.

NATIONAL OFFSHORE PETROLEUM SAFETY AUTHORITY
and
THE DEPARTMENT OF INDUSTRY, TOURISM AND RESOURCES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between:

The National Offshore Petroleum Safety Authority ("NOPSA") the statutory authority responsible for administering occupational health and safety under the *Petroleum (Submerged Lands) Act 1967* (Commonwealth), Part IIIC, and any successor legislation, and the corresponding State and Northern Territory *Petroleum (Submerged Lands) Acts*; and any successor legislation, and

The Department of Industry, Tourism and Resources on behalf of the Commonwealth Government and responsible for the administration of the *Petroleum (Submerged Lands) Act* and any associated legislation, as the Commonwealth party of the Joint Authority under the *Petroleum (Submerged Lands) Act 1967* ("the Commonwealth Department").

1. PURPOSE OF THIS MEMORANDUM

1.1 This Memorandum of Understanding (MOU) sets out the common intentions of the parties to ensure the delivery of a consistent and comprehensive safety regulatory regime in offshore waters and that duplication of activities is avoided as far as reasonably practicable in respect of offshore petroleum facilities. The MOU is not intended to create legally enforceable obligations between the parties.

2. OPERATION OF THE MOU

2.1 The parties agree to operate the MOU under the conditions set out in Attachment 1.

2.2 The parties agree to consider the interests of the other party in carrying out their responsibilities offshore and consult the other party in relation to any decision or action that may impact upon the responsibilities of the other party.

2.3 The parties agree to make freely available all information relating to the roles and responsibilities of the parties for offshore facilities which is of mutual interest that is available in any form, including electronic format, subject to this MOU and the requirements of any relevant law. Examples of the information which the parties may share include: technological developments, prosecutions, incidents, expected changes to legislation or regulations that may impact on the way in which the parties carry out their responsibilities offshore.

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- 2.4 NOPSA agrees to provide the Commonwealth Department with copies of any reports, plans, documents or records to be provided to the Commonwealth Minister or responsible State Ministers or the responsible Northern Territory Minister in accordance with Part IIIC of the *Petroleum (Submerged Lands) Amendment Act 2003*.
- 2.5 Where both parties have an interest in a matter, they agree to consult with each other and make a coordinated approach in advising the Minister to ensure information communicated is consistent and clear.
- 2.6 The parties will consult each other in the preparation of any relevant guidelines, codes of practice, or guidance notes, protocols, programs or similar material that are developed to assist operators and tenement holders to meet their legislative obligations.
- 2.7 In support of the Commonwealth Department's policy development role, NOPSA agrees to provide advice and assistance to the Commonwealth Department in relation to the workings of the legislation and/or policies that impact on the safe operation of offshore petroleum facilities.
- 2.8 The Commonwealth Department agrees to consult with NOPSA on any proposed changes to be made to legislation and/or policies referred to in paragraph 2.7 that may be implemented by the Commonwealth Department.

Executed on the _____ day of _____ 2004

.....
John Clegg Chief Executive Officer
National Offshore Petroleum Safety Authority

.....
John Hartwell
Head of Resources Division
Department of Industry Tourism and Resources
on behalf of the Commonwealth

ATTACHMENT 1: CONDITIONS OF MOU OPERATION

1. TERM

- 1.1 This MOU is effective from 1 January 2005 and continues until 31 December 2008 unless terminated earlier by the parties in accordance with this MOU and as amended from time to time.
- 1.2 Consideration of a new MOU will be commenced by the parties four months prior to the expiration of this MOU and completed no later than 31 December 2008.
- 1.3 If the parties fail to agree to enter into a new MOU by 31 December 2008, this MOU will continue in force until a new MOU is signed, provided negotiations are continuing in good faith, or the parties agree that no further MOU will be entered into. If parties are unable to reach agreement on a new MOU by 30 March 2009 then an independent arbitrator will be appointed with the agreement of both parties.

2. CONTACT ARRANGEMENTS

- 2.1 The parties agree to establish and maintain contact to ensure the effective operation of this MOU. Within 14 days of the signing of this MOU, the parties will advise each other of the name of their nominated contact officer and their contact details to whom any communication about this MOU and Schedules are to be addressed.
- 2.2 Any changes to a party's nominated contact officer or their contact details must be communicated to the other party as soon as possible.
- 2.3 All communication about the operation of this MOU is to be made through the nominated contact officer.

3. INFORMATION MANAGEMENT

- 3.1 The parties agree that their arrangement recorded in this MOU may be subject to the provisions of the Privacy Act, 1988 (Cth) and the Freedom of Information Act, 1982 (Cth).
- 3.2 If it is necessary to deal with confidential information the parties will have regard to any applicable legislation and the general law.
- 3.3 The parties agree to acknowledge the source of all documents used by the parties in carrying out their responsibilities under this MOU.

4. REVIEW OF THE MOU

- 4.1 The parties will jointly review the operation of this MOU annually or as otherwise agreed in writing between the parties.

5. AMENDMENTS OR VARIATIONS

- 5.1 A party intending to amend or vary any of the terms or obligations of this MOU must provide 28 days written notice to the other party of the proposed amendment or variation including the reason for the proposed change.

- 5.2 An amendment or variation to the MOU takes effect on the date it is signed by the parties or on a date agreed by the parties in writing.
- 5.3 If the parties are unable to agree on the proposed amendment or variation then an independent arbitrator will be appointed with the agreement of both parties.

6. TERMINATION OF THE MOU

- 6.1 Both parties may agree in writing to terminate this MOU at a date agreed by the parties.

7. NOTICES

- 7.1 Any notice, request or other communication under this MOU may be in written or electronic form and delivered by the most appropriate means determined by the sending party.