

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AUSTRALIAN MARITIME SAFETY AUTHORITY**

**AND**

**NATIONAL OFFSHORE PETROLEUM SAFETY AND ENVIRONMENTAL  
MANAGEMENT AUTHORITY**

**CONCERNING**

**COOPERATION ON SAFETY AND ENVIRONMENTAL MANAGEMENT  
ARRANGEMENTS FOR THE OFFSHORE PETROLEUM SECTOR**

March 2019

This **Memorandum of Understanding (MOU)** is between:

The Australian Maritime Safety Authority (AMSA), is a statutory authority established under the *Australian Maritime Safety Authority Act 1990* with responsibilities for regulation of maritime safety, vessel casualty coordination, search and rescue and the prevention and combat of pollution in the marine environment. AMSA is designated as, and performs the functions of, the Occupational Health and Safety Inspectorate under section 4 of the *Occupational Health and Safety (Maritime Industry) Act 1993* (OHS(MI) Act).

The National Offshore Petroleum Safety and Environmental Management Authority (NOPSEMA), is the statutory authority responsible for administering occupational health and safety (OHS), well integrity and environment management requirements under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* and under the corresponding State or Territory Acts which confer those responsibilities on NOPSEMA,

The 'Parties'.

## **1. Objectives**

1.1. The objectives of the parties are to ensure:

- (a) the effective cooperation of parties in the improvement in OHS and environmental management outcomes in the offshore petroleum sector;
- (b) duplication of activities is avoided as far as reasonably possible in respect of facilities and vessels over which the parties have regulatory obligations; and
- (c) that industry operations comply with relevant maritime and offshore legislation and regulations.

## **2. Purpose**

- 2.1. This MOU sets out the mutual intentions of the parties to meet the objectives outlined in section 1. The purpose is to guide cooperation and mutual assistance between AMSA and NOPSEMA in relation to carrying out their respective statutory functions for safety and environmental management in the offshore petroleum sector, including how the parties will respond to the interaction between vessels and offshore petroleum facilities.
- 2.2. AMSA and NOPSEMA acknowledge that this MOU is not legally binding and nothing in the MOU can legally restrict their respective statutory discretion and powers under the relevant legislation.

### **3. Term of this MOU**

- 3.1. This MOU takes effect from the date of signing by both AMSA and NOPSEMA and will apply for a period of five years from this date. This MOU may be extended, varied or terminated at any time by exchange of letters between the parties.

### **4. Mutual Intentions**

- 4.1. The parties agree to maintain contact to ensure the effective operation of this MOU.
- 4.2. Any changes to a party's nominated contact officer(s) or their contact details as provided in Schedule 1, must be communicated to the other party as soon as possible.
- 4.3. All communication about the operation of this MOU is to be made to the nominated contact officer(s).
- 4.4. The parties agree to provide to each other from time to time, information of their roles and responsibilities in areas of potential overlap, and any relevant changes to legislation or regulations that may impact on the way in which the parties carry out their responsibilities offshore.
- 4.5. 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 will impact upon the responsibilities of the other party.
- 4.6. This MOU does not affect or interact with accepted arrangements and responsibilities under the AMSA National Plan for Maritime Environmental Emergencies.

### **5. Responsibilities of AMSA**

- 5.1. AMSA administers legislation that applies to vessel operations, including:
- (a) The *Navigation Act 2012* (Cth), which provides for international ship and seafarer safety, the shipboard aspects of protecting the marine environment and the actions of seafarers in Australian waters; and
- gives effect to international conventions to which Australia is a signatory or which Australia has tacitly accepted. This includes resolutions by the International Maritime Organisation and the International Labour Organisation; and
  - delegated legislation made under the *Navigation Act 2012* (Marine Orders) that gives effect to much of the Act's intent.
- (b) The *Marine Safety (Domestic Commercial Vessel) National Law Act 2012*, which sets out the certification, construction, equipment, design and operational requirements of

domestic commercial vessels inside Australia's exclusive economic zone; and

(c) The *Occupational Health and Safety (Maritime Industry) Act 1993* (Cth), which is applicable in general terms to Australian-registered vessels travelling internationally or between the States – or declared into such coverage. AMSA will respond to OHS issues in relation to personnel on prescribed ships under the Act that are engaged in trade or commerce on either international or interstate voyages. A prescribed ship is, in general terms\*,

- a ship registered in Australia;
- a ship engaged in coastal trading under a general licence within the meaning of the *Coastal Trading (Revitalised Australian Shipping) Act 2012*;
- a ships (other than the above) on which the majority of crew are residents of Australia and which are operated by persons or firms which have their principal place of business in Australia or are incorporated in Australia; or
- a ship declared by the Minister to be a prescribed ship.

\* *There are certain circumstances where the OHS(MI) Act will apply to vessels outside of the prescribed ship requirements, noting AMSA Inspectors may have limited enforcement powers on these vessels.*

5.2. In the context of this MOU the above legislation will generally apply to the transfer of goods and persons between a vessel and an offshore facility, noting there may be areas of joint interest where some transfers are managed from the offshore facility.

## **6. Responsibilities of NOPSEMA**

6.1. NOPSEMA, through the administration of the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*, has jurisdiction over offshore facilities in Commonwealth waters and in State and Territory waters where the relevant conferrals have been made.

6.2. NOPSEMA will respond to well integrity and environmental management issues and OHS issues affecting persons:

- (a) on offshore facilities (whether floating or fixed), and whether or not capable of independent navigation, while that vessel or structure is carrying out an offshore petroleum activity or being prepared to carry out an offshore petroleum activity or is being decommissioned as an offshore facility;
- (b) engaged in work in any associated offshore place near an offshore facility where activities relating to the construction, operation, maintenance or decommissioning of the offshore facility take place;
- (c) engaged in diving operations in connection with offshore petroleum activities; and

- (d) on board vessels engaged in laying offshore petroleum pipelines, noting the vessel moves as the pipe laying process proceeds, construction barges or vessels and heavy lift vessels when involved in offshore petroleum activities.

## **7. Information sharing, privacy and confidential information**

- 7.1. The parties agree, where legally permitted, to share information relevant to each party undertaking its legal obligations. This includes the sharing of information and/or reports resulting from investigations of incidents covered in this MOU.
- 7.2. Each party will take all reasonable steps to ensure that it complies with all legal, policy and administrative requirements which apply to the disclosure and protection of information.
- 7.3. Unless required by law, a party receiving confidential or personal information under this MOU will not disclose that information to a third party without obtaining the prior written consent of the party that originally supplied the information.

## **8. Audits, inspections and incident investigations**

- 8.1. AMSA and NOPSEMA share legislative responsibility for inspections and investigations of OHS matters in the offshore sector. Given the types of vessels and facilities covered by each party's legislation, the parties will cooperate to achieve common objectives of safety and protection of the environment in accordance with each party's respective functions.
- 8.2. In developing reports on parallel investigations, AMSA and NOPSEMA will consult on establishing the facts and findings of their investigations as to the causes and for an incident, the appropriateness of any recommended safety actions and any safety actions already implemented.

## **9. Prosecutions**

- 9.1. Prior to commencing a prosecution in which the other party may have an interest, each party will consult with the other via the nominated contact officer.
- 9.2. Prosecutions for offences involving only one party will be the responsibility of that party. Where investigation discloses evidence of offences involving the jurisdiction of both parties, the parties will consult with a view to determining the most appropriate way to take the prosecution forward.
- 9.3. Subject to the views of the Commonwealth Director of Public Prosecutions, and the agreement of both parties, joint prosecutions may be undertaken.

**10. Consultation and cooperation**

- 10.1. When assessing an operator's safety case, or titleholder's environment plan, NOPSEMA may consult AMSA in relation to safety or environmental management issues across the maritime and offshore petroleum activities.
- 10.2. The parties agree to consult each other in the preparation of any guidelines or similar material relevant to OHS and environmental management that are developed to assist operators of vessels and offshore facilities to meet their legislative obligations.
- 10.3. Where appropriate and practicable, AMSA and NOPSEMA agree to develop complementary safety and environmental management educational material, codes or guidelines concerning OHS and environmental management in the offshore industry.
- 10.4. AMSA and NOPSEMA will consult on research and data analysis affecting OHS and environmental management in the offshore industry, with a view to identifying areas for research or reviews, including exchanging copies of reports of any such activities, and will identify areas for mutual cooperation.
- 10.5. AMSA and NOPSEMA will meet formally when required to share operational information and discuss strategic issues for which both parties have an interest.
- 10.6. Each party agrees that staff from the other party may participate in relevant training conducted by them that may also include industry Health and Safety Representatives to foster collegiate working relationships on OHS in the offshore sector.

**11. Costs**

- 11.1. Each party is responsible for meeting its own costs in conforming to this MOU.
- 11.2. The parties agree to reimburse each other for the full costs of specialist services requested and provided by the other party under this MOU.

**12. Amendments or Variations**

- 12.1. 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 reasons for the proposed change.
- 12.2. 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.

**13. Disputes**

13.1. Where an issue arises between the parties in relation to any matter in this MOU, the nominated contact officers will meet to attempt to resolve the issue within 28 days. Where the nominated contact officers are unable to resolve the issue, the Chief Executive Officer of AMSA and Chief Executive Officer of NOPSEMA will undertake to resolve the issue.

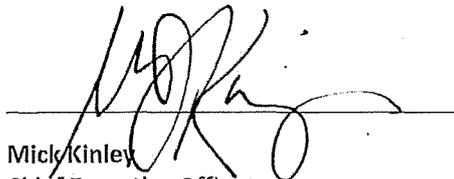
**14. Termination of MOU**

14.1. If a party wishes to terminate this MOU they must give 28 days' notice in writing to the other party of their intention to terminate the MOU.

14.2. Both parties may agree to terminate this MOU at a date agreed by the parties.

IN WITNESS TO THE ABOVE MOU UNDERSTANDINGS, this MOU is signed for and on behalf of:

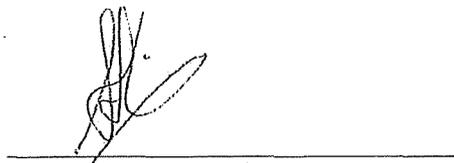
**Australian Maritime Safety Authority**

  
\_\_\_\_\_  
Mick Kinley  
Chief Executive Officer

29/3/2019

And

**National Offshore Petroleum and Environmental Management Authority**

  
\_\_\_\_\_  
Stuart Smith  
Chief Executive Officer

20/03/19

## **SCHEDULE 1 – Notification Contact Details**

### **AUSTRALIAN MARITIME SAFETY AUTHORITY**

**Incident notification:**

Tel: 1800 641 792

Email: [reports@amsa.gov.au](mailto:reports@amsa.gov.au)

**For matters associated with this MOU:**

General Manager, Standards

Tel: (02) 6279 5050

### **NATIONAL OFFSHORE PETROLEUM SAFETY AND ENVIRONMENTAL MANAGEMENT AUTHORITY**

**Incident notification**

Tel: (08) 6461 7090

**For matters associated with this MOU:**

Head of Division – Regulatory Support

Tel: (08) 6188 8857