

# **Memorandum of Understanding Victorian WorkCover Authority and the National Offshore Petroleum Safety and Environmental Management Authority**

## PARTIES

**The Victorian WorkCover Authority ABN 90 296 467 627** trading as WorkSafe Victoria ('**WorkSafe Victoria**') the statutory authority responsible for administering various Victorian legislation including but not limited to the *Occupational Health and Safety Act 2004*, the *Dangerous Goods Act 1985*, the *Dangerous Goods (Transport by Road or Rail) Regulations 2008*, the *Dangerous Goods (Storage and Handling) Regulations 2012*, the *Equipment (Public Safety) Act 1994*, the *Accident Compensation Act 1985*, the *Workers Compensation Act 1958*, and the *Workplace Injury Rehabilitation and Compensation Act 2013*.

## AND

**National Offshore Petroleum Safety and Environmental Management Authority ABN 22 385 178 289** ("NOPSEMA"), is the statutory authority responsible for administering occupational health and safety under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* (Commonwealth) and *Offshore Petroleum and Greenhouse Gas Storage Act 2010* (Vic) (OPGGS Act) with regards the conferral of functions and powers on NOPSEMA under the Victorian OPGGS Act.

## 1. DEFINITIONS

**"Safety Case"** means –

- (i) a Safety Case as defined in the *Occupational Health and Safety Regulations*; or
- (ii) a Safety Case for Facility as defined in the *Offshore Petroleum and Greenhouse Gas Storage (Safety) Regulations*;

**"Incident"** means –

- (i) an incident defined in Part 5, Section 37 of the *Occupational Health and Safety Act 2004*;

**"Accident" and "Dangerous Occurrence"** means –

- (i) "accident" as defined in Clause 82 (1)(a)(b) of Schedule 3 to the Commonwealth *Offshore Petroleum and Greenhouse Gas Storage Act 2006*..
- (ii) "dangerous occurrence" means an occurrence as itemised by Regulation 2.41 (2) of the *Offshore Petroleum and Greenhouse Gas Storage (Safety) Regulations 2009*.

## 2. PURPOSE

This Memorandum of Understanding ('**MOU**') sets out the common understanding between the parties as a voluntary statement of intent and contains the serious commitment of both parties at the time the MOU is signed and for the duration of the MOU. The MOU is not intended to create legally enforceable obligations between the parties.



### **3. TERM**

3.1 This MOU is effective from the date the last party signs the MOU and continues until the earlier of:

- (a) 30 June 2021; or
- (b) 3 months from the date of one party's notice in writing to the other notifying of its intention to withdraw from this MoU; or
- (c) immediately (on notification by the latter party) where both parties notify each other in writing of their intention to withdraw from it.

### **4. OBJECTIVES**

4.1 WorkSafe Victoria and NOPSEMA share the following objectives:

- a) to cooperate on occupational health and safety matters in relation to issues of mutual interest within the Victorian petroleum and gas industry, to ensure that, as far as reasonably practicable, occupational health and safety requirements are administered in a consistent manner; and
- b) to ensure the effective co-operation of both parties in the administration of their respective requirements.

### **5. UNDERTAKINGS**

5.1 WorkSafe Victoria and NOPSEMA undertake to give effect to the arrangements and procedures set out in the MOU.

5.2 WorkSafe Victoria and NOPSEMA undertake to establish and maintain liaison contacts to ensure the effective operation of this MOU. Within 14 days of the signing of this MOU, each party will advise the other of their respective liaison contact to whom any communication about the operation of this MOU may be addressed.

5.3 The primary liaison contacts for all matters covered in this MOU will be:

- WorkSafe Victoria – Head of Hazardous Industries and Industry Practice (HIIP), WorkSafe
- NOPSEMA – Safety and Integrity Head of Division

5.4 WorkSafe Victoria and NOPSEMA undertake to provide information from time to time to inform each other's staff of their roles and responsibilities in areas of potential overlap, and any relevant changes to the regulatory instruments overseen by them.

5.5 This MOU will be jointly reviewed by the liaison contacts on an annual basis or otherwise as agreed in writing between the parties.

- 5.6 The parties will maintain and exchange up-to-date contact lists of personnel for policy, operational and administrative matters relevant to this MOU.
- 5.7 WorkSafe Victoria and NOPSEMA will meet formally on an annual basis, or as otherwise agreed, to discuss policy and operational issues concerning Victorian petroleum and gas industry operators and facilities of mutual interest. These meetings will be attended by the primary liaison contacts of both parties (or their delegates) and other policy and operational personnel as relevant.

## **6 PRIVACY**

6.1 WorkSafe Victoria and NOPSEMA respectively agree:

- a) that they will be bound by the relevant Privacy Legislation with respect to any act done or practice engaged in by them under or in connection with this MOU
- b) that any personal or health information as defined in the privacy legislation disclosed by one to the other in connection with this MOU has been collected in accordance with applicable privacy legislation, that the individual to whom the information relates has been aware of the identity of the organisation which collected the information and of the other matters of which the individual is required to be informed under applicable privacy legislation, and that the disclosure of the information to, and its use by, the organisation to which it is disclosed is authorised by the individual or by law;
- c) not to use, disclose, store, transfer or handle personal information collected in connection with this MOU except in accordance with applicable privacy legislation; and
- d) to co-operate with any reasonable request of the other party relating to the protection of personal information or the investigation of a complaint about the handling of personal information.

6.2. Privacy legislation means laws in respect of privacy and the protection of personal and health information including, without limitation, the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic) and the *Privacy Act 1988* (Cth) and its Australian Privacy Principles.

## **7 CONFIDENTIAL INFORMATION**

7.1 With respect to any information supplied by one party to the other in connection with this MOU which is designated as confidential by the disclosing party, each party agrees to:

- (a) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards;



- (b) use and reproduce confidential information only for the purposes set out in this MOU;
- (c) not disclose or otherwise make available confidential information other than to its personnel who have a need to know the information to give effect to the purposes set out in this MOU.

7.2 This paragraph shall not apply to information which is:

- (a) publicly known;
- (b) already known to the receiving party; or
- (c) permitted under legislation to be disclosed by either WorkSafe Victoria or NOPSEMA to a third party without restriction.

## **8 AMENDMENT, VARIATION OR MODIFICATION**

- 8.1 This MOU may be amended, varied or modified by a further MOU in writing duly signed by the parties.
- 8.2 Notwithstanding the above, Schedules to this MOU may be added, amended, varied or modified by the insertion of one or more new Schedules duly signed by the parties.

## **9 INFORMATION EXCHANGE AND CONSULTATION**

- 9.1 Subject to any legal restrictions, the parties will exchange information, where relevant, to assist each other in their jurisdictional roles in accordance with this MOU. This may include information on safety cases, inspections, audits, accidents, incidents, enforcement action, and other information relevant to occupational health and safety for Victorian petroleum and gas industry operators of mutual interest.
- 9.2 The parties will advise each other of any proposed changes to their policies, legislation or regulation that may impact on the safe operation of the Victorian petroleum and gas industry.
- 9.3 The parties will consult each other, as appropriate, in the preparation of any guidelines, codes of practice, guidance notes, protocols or similar material to assist the Victorian petroleum and gas industry to meet their legislative occupational health and safety obligations.

## **10 INSPECTIONS**

- 10.1 The parties may jointly conduct inspections of operators and facilities of mutual interest, with the objective of assisting each other through shared expertise and knowledge of relevant occupational health and safety matters for those operators and facilities.

- 10.2 Where it is necessary for a party to conduct an urgent investigation of an incident that may impact on the jurisdiction of the other party, the party proposing to conduct the audit or investigation will notify the other party as soon as reasonably practicable of their proposed action.

## **11 INCIDENTS, INVESTIGATIONS AND PROSECUTIONS**

- 11.1 As soon as reasonably practicable after becoming aware of an incident, accident or dangerous occurrence at a facility of mutual interest, the party will provide information to the other party on that incident, subject to any legislative restrictions.
- 11.2 Where agreed as appropriate, WorkSafe Victoria and NOPSEMA may conduct joint investigations of incidents, accidents and dangerous occurrences. In any case, where legislation permits, both parties will exchange information, where appropriate, on the investigation involving operators of facilities of mutual interest, including information on the outcome of investigations and any potential implications for occupational health and safety for other operators or facilities.
- 11.3 The parties will exchange information, where appropriate and permitted by legislation, on prosecutions undertaken relating to occupational health and safety breaches involving the Victorian petroleum and gas industry that may be of mutual interest.

## **12 GENERAL**

### **12.1 Dispute Resolution**

The parties agree to co-operate and use all reasonable endeavours to resolve any disputes or differences between them (Disputes). Disputes which remain unresolved for 30 days or more will be referred to WorkSafe Victoria's Chief Executive and NOPSEMA's Chief Executive, or their respective nominees, for binding resolution.

### **12.2 No Authority**

Neither party may enter into any agreement or incur any liabilities on behalf of the other party without that other party's prior written consent and may not represent to any person that it has any authority to do so.

### **12.3 Counterparts**

This MOU may be executed in any number of counterparts.

### **12.4 Costs and Expenses**

Each party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of the MOU and any other related documentation.

**Executed for WorkSafe Victoria by  
its Acting Chief Executive, Marnie Williams:**

*Marnie Williams*

*11-01-2017*

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**Dated:**

**Executed by the Chief Executive Officer, Stuart Smith to the National  
Offshore Petroleum Safety Environmental Management Authority:**

*SS*

*31/01/17*

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**Dated:**

