
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATIONAL OFFSHORE PETROLEUM SAFETY AND ENVIRONMENTAL MANAGEMENT AUTHORITY

ABN 22 385 178 289

Level 8, 58 Mounts Bay Road, Perth WA 6000

AND

THE DIRECTOR OF NATIONAL PARKS OPERATING AS

PARKS AUSTRALIA

ABN 13 051 694 963

John Gorton Building, King Edward Terrace, Parkes ACT 2600

WITH RESPECT TO

AUSTRALIAN MARINE PARKS

1. THE PARTIES

The **Director of National Parks (DNP)** is a Corporate Commonwealth Entity, operating under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act). The DNP is responsible for the conservation and management of the Australian Government's terrestrial and marine protected area estates established under Part 15 of the EPBC Act (Commonwealth reserves and conservation zones). In relation to the marine estate, the vision of the DNP is that marine parks are healthy, resilient and well-managed to enhance Australia's wellbeing.

The **National Offshore Petroleum Safety and Environmental Management Authority (NOPSEMA)** is Australia's offshore energy regulator. Specifically, 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. NOPSEMA's vision is for a protected offshore workforce and environment.

2. PURPOSE

The purpose of this MOU is to outline arrangements for cooperation and collaboration between the parties in performing their respective statutory functions, in relation to environmental management of offshore energy and greenhouse gas activities (offshore activities) that may affect Australian Marine Parks (AMPs). The parties recognise that cooperative arrangements are necessary for the effective management of AMPs.

This MOU is an administrative arrangement only. It is not legally binding on the parties and nothing in it can legally restrict the parties' statutory functions and powers under their respective legislation.

3. OBJECTIVES

3.1. The objectives of the parties in implementing this MOU are to:

- a. Promote the principles of ecologically sustainable development¹, for the purposes of protecting and conserving AMP values and maintaining ecologically sustainable use² of natural resources within marine parks, consistent with relevant marine park network management plan(s).
- b. Streamline management and avoid duplication of regulatory activities as far as reasonably possible, but also maintain independence where necessary, in respect of offshore activities that may affect AMPs.
- c. Maintain a shared understanding of each agency's objectives, legislated functions and regulatory approaches.
- d. Promote industry awareness of, and ensure compliance with, relevant legislation, regulations and statutory plans for environmental management.

¹ Principles of ecologically sustainable development are set out in section 3A of the EPBC Act

² Ecologically sustainable use has the meaning given by s.528 of the EPBC Act

4. TERM OF THIS MOU

This MOU has a term of 5 years from the date it was executed by the last party. This MOU may be extended, varied or terminated at any time by agreement in writing between the parties.

5. MUTUAL INTENTIONS

5.1. In implementing this MoU, the parties will:

- a. Nominate and maintain contact officers and coordinate communication via those channels.
- b. Utilise existing arrangements for liaison between NOPSEMA and the Department of Agriculture, Water and the Environment to the extent possible (Program Administrative Arrangements) to support the objectives of this MOU.
- c. Utilise the Australian Government Crisis Management Framework where possible for agency communication and coordination in the event of a major incident involving an offshore activity.
- d. Consider one another's statutory responsibilities in carrying out respective functions.

6. ROLES AND RESPONSIBILITIES OF THE DNP

- a. The DNP is supported by Parks Australia, a division of the Department of Agriculture, Water and the Environment. Parks Australia assists the DNP in the management of AMPs located in the Commonwealth marine area³.
- b. Management plans set out Parks Australia's approach to managing these marine parks. There are six management plans – one for each of the five marine park networks (the North, North-west, South-west, South-east and Temperate East networks) and one for the Coral Sea Marine Park.
- c. The DNP's approach to marine park management includes establishing and maintaining partnerships; implementing management programs and actions; zoning and regulation of allowable activities through outcomes-based decision making; and adaptive management.
- d. Under the management plans, mining operations⁴ are generally allowable in Multiple Use Zones and Special Purpose Zones (IUCN category VI), with the exception of Special Purpose (Mining Exclusion) Zones. The DNP has authorised mining operations (including the construction and operation of pipelines) in these zones through class approvals, which require that any activities are undertaken in accordance with an Environment Plan accepted under the *Offshore Petroleum and Greenhouse Gas Storage (Environment) Regulations 2009* (the Environment Regulations).
- e. In administering class approvals, the DNP has an obligation to ensure appropriate and high levels of compliance by marine park users.
- f. Construction and operation of pipelines in National Park Zones (IUCN category II) and Habitat Protection Zones (IUCN category IV), is only allowable if authorised by a DNP licence.

³ The Commonwealth marine area has the meaning given by s.24 of the EPBC Act.

⁴ 'Mining Operations' has the meaning given by s.355(2) of the EPBC Act.

- g. The DNP is a relevant person for consultation under the Environment Regulations, for mining operations which may impact on the values of an AMP. As such, the Director of National Parks must be consulted by titleholders when preparing an Environment Plan prior to submission to NOPSEMA. Responding to this consultation assists the DNP in maintaining an awareness of mining operations that occur within and adjacent to AMPs.

7. ROLES AND RESPONSIBILITIES OF NOPSEMA

- a. In respect of environmental management of offshore activities, NOPSEMA is the 'Regulator' for the purposes of the Environment Regulations.
- b. NOPSEMA assesses offshore project proposals and environment plans for offshore activities against criteria for acceptance that are specified in the Regulations.
- c. NOPSEMA conducts inspections to monitor titleholders' implementation of, and compliance with, the accepted environment plan as well as compliance with the broader legislative framework.
- d. NOPSEMA investigates potential breaches of the legislation, shares lessons learned and, where necessary, holds the responsible parties to account through enforcement action.
- e. NOPSEMA is responsible for monitoring and securing compliance of a duty holder's response to an offshore petroleum incident. In the event of a significant offshore petroleum incident NOPSEMA may exercise power to direct titleholders to prevent, eliminate, mitigate, manage and/or remediate the effects of the escape of petroleum.
- f. With the overall objective of improving industry performance, NOPSEMA engages with its stakeholders to promote and advise on health and safety, well integrity and environmental management matters.

8. INFORMATION SHARING, PRIVACY AND SENSITIVE INFORMATION

- a. The parties agree, where legally permitted, to share information relevant to each agency undertaking its legal obligations. Information includes assessments and associated decisions, incident and compliance related information, activity notifications and environmental studies pertaining to environmental management of offshore activities and AMPs.
- b. The parties will take all reasonable steps to ensure compliance with all legal, policy and administrative requirements which apply to the disclosure and protection of information.
- c. 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 agency that originally supplied the information.
- d. The parties recognise that information shared may be used for development of compliance or enforcement processes.

9. LEGISLATION, POLICY AND GUIDANCE

- a. The parties agree to consult in respect of proposed internal policy changes that may impact on the other party's legislated functions.

- b. The parties will work together on development of guidance materials relevant to environmental management of offshore activities and AMPs.

10. ASSESSMENTS AND AUTHORISATIONS

- a. The parties will consult cooperatively with each other, as required, during assessment and authorisation processes.
- b. The parties will work together to maximise the effectiveness of consultation between titleholders and offshore project proponents and the DNP.
- c. The parties will, to the extent possible, co-ordinate approaches to assessment and decision-making for pipelines that overlap AMP category IV and II zones, noting that a decision by the DNP on a pipeline in those zones is important context for defining an acceptable level of impact to the AMPs.

11. COMPLIANCE AND ENFORCEMENT

- a. The parties agree to cooperate when planning and conducting compliance activities and when responding to environmental incidents where the parties' responsibilities overlap. Areas for cooperation may include consulting to establish facts and reasons associated with investigations and enforcements.
- b. The parties agree, where legally permitted, to liaise and share outcomes of inspections and investigations concerning breaches of relevant legislation.

12. CONSULTATION AND COOPERATION

- a. The parties, via nominated contact officers, will meet as required to share operational information and discuss strategic issues common to both parties.
- b. The parties will consult with each other in the development of materials that promote awareness of, and compliance with, AMP and offshore activity regulatory requirements.
- c. The parties will cooperate to identify and implement capacity-building opportunities and initiatives, such as joint training, knowledge sharing or skills development.
- d. The parties will consult on, and share scientific studies relevant to, environmental management of offshore activities in and around AMPs including identifying research priorities and mechanisms for implementation and uptake of results.
- e. The parties will consult on the development of media, announcements and briefings on topics affecting both parties, share relevant documentation in advance of release, and may prepare joint or consolidated responses as appropriate.

13. COSTS

- a. Each party is responsible for meeting its own costs in complying with this MOU.
- b. The parties agree to reimburse each other for the full costs of specialist services requested and provided by the other party under this MOU (e.g. provision of specialist technical advice under a contractual arrangement between the parties).

14. AMENDMENTS/VARIATIONS

- a. The 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.
- b. An amendment or variation to the MOU takes effect once it is executed by the last party or on a date agreed by the parties in writing.

15. DISPUTES

- a. 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 DNP and Chief Executive Officer of NOPSEMA will undertake to resolve the issue.

16. TERMINATION OF ARRANGEMENTS

- a. Either party may decide to terminate the MOU by giving 28 days' notice to the other party in writing.
- b. Both parties may agree to terminate this MOU at a date agreed by the parties.

SIGNED BY THE PARTIES

SIGNED for and on behalf of the National Offshore
Petroleum Safety and Environmental Management
Authority by a duly authorised representative:

Stuart Smith, Chief Executive Officer

Name of authorised representative (print)



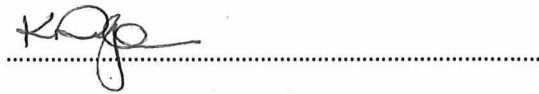
Signature of authorised representative

Date: 28/08/20

In the presence of:

KYLIE DYSON

Name of witness (print)



Signature of witness:

Date: 28/8/20

SIGNED for and on behalf of Parks Australia by a
duly authorised representative:

James Findlay, Director of National Parks

Name of authorised representative (print)




Signature of authorised representative

Date: 17 AUGUST 2020

In the presence of:

Karri Barrett

Name of witness (print)



Signature of witness:

Date: 17/8/2020

