

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 ENERGY SECTOR**

November 2025

1. Parties

This **Memorandum of Understanding (MOU)** is made between the following parties:

The Australian Maritime Safety Authority (AMSA).

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.

AND

The National Offshore Petroleum Safety and Environmental Management Authority (NOPSEMA).

NOPSEMA is the statutory authority responsible for administering occupational health and safety, structural and well integrity and environmental management requirements under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* and under corresponding State or Territory Acts which confer those responsibilities on NOPSEMA.

NOPSEMA has additional responsibilities under the *Offshore Electricity Infrastructure Act 2021* in its capacity as the Offshore Infrastructure Regulator (OIR). The OIR is responsible for regulatory oversight of work health and safety, infrastructure integrity, and environmental management for offshore infrastructure projects in the Commonwealth offshore area. The functions of the OIR are administered by NOPSEMA.

2. Objectives

The objectives of the parties are to ensure that:

- a. effective cooperation in the improvement of work health and safety, structural, well and infrastructure integrity and environmental management outcomes in relation to offshore energy projects
- b. duplication of activities is avoided as far as reasonably possible in respect of facilities, infrastructure and vessels over which the parties have regulatory obligations
- c. industry operations comply with relevant maritime and offshore legislation and regulations.

3. Purpose

The purpose of this MOU is to guide cooperation and mutual assistance between the parties in relation to carrying out their respective statutory functions for safety, structural, well, infrastructure integrity and environmental management in the offshore energy sector, including how the parties will respond to the interaction between vessels and offshore infrastructure.

The parties acknowledge that this MOU is not legally binding and each party will perform its roles and responsibilities within the scope of its legislative powers.

4. Term

This MOU takes effect from the date of signing by both parties and will remain active unless it is terminated. This MOU may be varied or terminated at any time by exchange of letters between the parties.

5. Mutual intentions

- a. The parties agree to maintain contact to ensure the effective operation of this MOU.
- b. 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.
- c. All communication about the operation of this MOU is to be made to the nominated contact officer(s).
- d. The parties agree to provide to each other from time to time, information on 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 respective responsibilities offshore.
- e. Without limiting any statutory powers or functions, 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.
- f. This MOU does not affect or interact with accepted arrangements and responsibilities under the AMSA National Plan for Maritime Environmental Emergencies.

6. Responsibilities of AMSA

AMSA administers various legislation relevant to the offshore energy sector, including:

- a. *The Navigation Act 2012*, which provides for matters relating to seafarers, the safety of regulated Australian vessels and foreign vessels, prevention of pollution and the safety of navigation, amongst other things.
- b. *The Marine Safety (Domestic Commercial Vessel) National Law Act 2012*, which implements Australia's international obligations in relation to the safety of domestic commercial vessels, facilitates the development of a safety culture that will prevent, or mitigate the effects of, marine incidents, and provides a framework for the development and application of national standards relating to the operation, design, construction and equipping of domestic commercial vessels.
- c. Performing 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). Note that AMSA does not administer the OHS(MI) Act, rather, it provides occupational health and safety inspectors who perform a range of functions including audits and investigations of incidents.
- d. Legislation that implements Australia's obligations under key international conventions, protocols and codes to which Australia is a party or has tacitly accepted, including those of the International Maritime Organization (IMO) and the International Labour Organization (ILO). This includes

instruments such as the International Convention for the Prevention of Pollution from Ships (MARPOL), the International Convention for the Safety of Life at Sea (SOLAS), the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW), and the Maritime Labour Convention (MLC).

- e. Other legislation administered by AMSA includes the *Protection of the Sea (Prevention of Pollution from Ships) Act 1983*, which gives effect to MARPOL and addresses ship-sourced pollution prevention and enforcement, and the *Protection of the Sea (Powers of Intervention) Act 1981*, which allows intervention in maritime casualties that pose a pollution threat.
- f. *The Shipping Registration Act 1981* establishes the framework for registration of certain Australian owned or operated vessels.
- g. AMSA also performs port State control functions, ensuring that foreign-flagged ships comply with international safety and environmental standards, and leads the National Plan for Maritime Environmental Emergencies, which supports coordinated responses to marine pollution incidents.

7. Responsibilities of NOPSEMA

- a. NOPSEMA, through the administration of the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*, has jurisdiction over offshore facilities and petroleum and greenhouse gas activities in Commonwealth waters and in State and Territory waters where the relevant conferrals have been made.
- b. NOPSEMA will respond to structural and well integrity, environmental management and health and safety issues affecting persons:
 - i. 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 or greenhouse gas activity or being prepared to carry out an offshore petroleum or greenhouse gas activity or is being decommissioned as an offshore facility
 - ii. engaged in work in any associated offshore place near an offshore facility where activities relating to the construction, operation, maintenance or decommissioning of an offshore facility take place
 - iii. engaged in diving operations in connection with offshore petroleum and greenhouse gas activities
 - iv. on board vessels engaged in laying regulated offshore pipelines, noting the vessel moves as the pipe laying process proceeds, construction barges or vessels and heavy lift vessels when involved in offshore petroleum or greenhouse gas activities.

8. Responsibilities of OIR

- a. The OIR administers the *Offshore Electricity Infrastructure Act 2021* and Offshore Electricity Infrastructure Regulations 2022, which includes the applied work health and safety provisions of the *Work Health and Safety Act 2011* and the Work Health and Safety Regulations 2011.

- b. The OIR has responsibility for infrastructure integrity and work health and safety issues, in the Commonwealth offshore area, affecting persons on offshore renewable energy infrastructure¹, offshore energy transmission infrastructure² or vessels undertaking regulated offshore activities³.
- c. The applied work health and safety provisions do not apply in relation to work carried out on, or from, a vehicle, vessel, aircraft or other mobile structure before it arrives at a site⁴, or after regulated offshore activities cease, and the vehicle, vessel, aircraft or other mobile structure is returned to a form in which it can be moved to another place.
- d. The OIR regulates environmental management where offshore infrastructure projects are subject to obligations imposed under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) and its Regulations. This includes issues arising from vessel activities if EPBC Act obligations apply to those vessel activities.

9. Information sharing, privacy and confidential information

- a. In accordance with, and subject to any applicable legislation and policies, the parties agree to share information that is relevant to each party undertaking its statutory functions. This includes the sharing of information and/or reports resulting from investigations of incidents covered in this MOU.
- b. A list of shared information may be developed and included as a schedule under clause 16 – Administrative Arrangements.
- c. The Parties acknowledge that any information exchanged between the parties will only be used for the purpose that it is provided and will not be disclosed to any third party without the consent of the other party.

10. Inspections and incident investigations

- a. The parties may share legislative responsibility for inspections and investigations of health and safety, structural integrity and environmental matters in the offshore energy sector.
- b. During the course of administering their respective functions, the parties agree to share information where they consider that information may have material relevance to compliance with laws administered by either party.
- c. Where responsibility for inspection or investigation of relevant matters is unclear, the parties will cooperate to assign a lead investigation agency for the matter.

¹ For definition see section 10 of the OEI Act

² For definition see section 11 of the OEI Act

³ For definition see section 228 of the OEI Act

⁴ For the purposes of this definition, the term 'site' is not synonymous with worksite under the WHS Act. In this context the 'site' is taken to be licence area

- d. Where necessary to develop reports on parallel inspections or investigations, the parties agree to consult on establishing the facts and findings of their inspections/investigations, the appropriateness of any recommended actions and any actions already implemented.
- e. Joint inspections and investigations may be undertaken where legislative powers permit, and where possible, to share expertise and knowledge of conducting inspections relevant to work health and safety matters.
- f. When a party conducts an urgent inspection or investigation that may impact on the jurisdiction of the other party, notification is to be provided to the other party as soon as reasonably practicable of the proposed inspection or investigation actions.
- g. Either party may request the assistance of technical specialists from the other party, where the requesting party does not have access to that technical specialty from within its own workforce.
- h. Parties will reasonably provide advice and assistance where required.
- i. Without limitation, assistance may include the provision of advice, expertise, equipment and/or human resources.

11. Prosecutions

- a. 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.
- b. 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.
- c. Subject to the views of the Commonwealth Director of Public Prosecutions, and the agreement of both parties, joint prosecutions may be undertaken.

12. Consultation and cooperation

- a. The parties agree to maintain regular engagement between senior executive representatives at least twice per year, or as mutually agreed, and may be convened in person or virtually.
- b. When undertaking regulatory approval and management functions, the parties may consult each other, or direct regulated entities to undertake consultation, in relation to safety, structural integrity or environmental management issues across maritime and offshore activities.
- c. The parties agree to consult each other in the preparation of any guidelines or similar material relevant to work health and safety, structural, well, infrastructure integrity and environmental management that are developed to assist duty holders in understanding and meeting their legislative obligations.
- d. Where appropriate and practicable, the parties agree to develop complementary educational material, codes of practice or guidelines relevant to work health and safety, structural, well infrastructure integrity and environmental management of offshore energy projects.

- e. The parties will consult on research and data analysis affecting work health and safety 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.
- f. The parties will meet when required to share operational information and discuss strategic issues for which both parties have an interest.
- g. Where appropriate, AMSA will share relevant information if aware of conventions, standards or procedures under deliberation by the relevant International Maritime Organization (IMO) committee that may have a significant impact to the management of offshore energy projects.
- h. The parties agree 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 health and safety in the offshore sector.

13. Costs

- a. Each party is responsible for meeting its own costs in conforming to 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.

14. Amendments or variations

- a. 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.
- b. 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.

15. Disputes

The parties agree to co-operate and will use their best endeavours to resolve disputes at the lowest level possible. Where a dispute arises between the parties in relation to any matter in the MOU, the nominated contact officers will attempt to resolve the issue through negotiation. If a mutually agreed resolution is not able to be negotiated by the nominated contact officers, disputes may be escalated appropriately within each agency.

16. Administrative arrangements

The parties may, by mutual agreement, develop and enter into administrative arrangements under this MoU where necessary to further define interactions or address matters of mutual interest between the parties.

Administrative arrangements will be included in this MOU as a schedule and are not subject to clause

14, but they must be agreed between parties.

17. Termination of MOU

This MOU will remain active unless it is terminated. 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. All parties may agree to terminate this MOU at a date agreed by the parties.

Executed as an agreement

Signed for and on behalf of Australian Maritime Safety Authority by:

Kaylene Dale
Chief Executive Officer

Date

Signed for and on behalf of National Offshore Petroleum and Safety and Environmental Management Authority and the Offshore Infrastructure Regulator by:

Sue McCarrey
Chief Executive Officer

Date

SCHEDULE 1 – Notification Contact Details

AUSTRALIAN MARITIME SAFETY AUTHORITY

Incident notification

Tel: 1800 641 792

Email: reports@amsa.gov.au

For administrative matters associated with this MOU

Email: navsafety@amsa.gov.au

NATIONAL OFFSHORE PETROLEUM SAFETY AND ENVIRONMENTAL MANAGEMENT AUTHORITY

Incident notification

Tel: 1300 674 472

For administrative matters associated with this MOU, offshore petroleum operational matters, including audits, inspections and incident investigations

Email: communications@nopsema.gov.au

OFFSHORE INFRASTRUCTURE REGULATOR

Incident notification

Tel: 1300 674 472

For offshore renewables operational matters, including audits, inspections and incident investigations

Email: offshorerenewables@oir.gov.au