

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 for current and future generations.

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 and corresponding regulations under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* (OPGGGS Act) and under applicable State or Territory legislation where powers have been conferred on NOPSEMA.

NOPSEMA has additional responsibilities under the *Offshore Electricity Infrastructure Act 2021* (OEI Act) in its role 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 renewable energy infrastructure and offshore electricity transmission infrastructure in the Commonwealth offshore area.

NOPSEMA and the OIR have a shared vision 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 to support delivery of their respective statutory functions as these relate to environmental management of offshore petroleum activities, greenhouse gas activities and offshore electricity infrastructure activities (collectively 'offshore energy 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. The parties acknowledge and agree that although these arrangements are not binding as a matter of law, they will endeavour to adhere to their terms and cooperate in implementing their functions.

3. OBJECTIVES

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

- a. Cooperate to avoid duplication of regulatory activities as far as reasonably possible under laws the parties administer, but also maintain independence where necessary, in respect of offshore energy activities that may affect AMPs.
- b. Collaborate on best practice regulatory approaches and improvement initiatives, strategic engagement with internal and external stakeholders and strategic research programs.
- 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.

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

In implementing this MoU, the parties will:

- a. Nominate and maintain contact officers and coordinate communication internally and between the parties via those channels (subject to b. and c. below).
- b. Use existing liaison arrangements between NOPSEMA and the Department of Climate Change, Energy, the Environment and Water (DCCEEW) to the extent possible (for example incident notification arrangements and contact officers under Program Administrative Arrangements, EPBC-OEI Act Administrative Arrangements) to support the parties in meeting their shared objectives under this MOU.
- c. Use 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 implementing respective functions.

6. INFORMATION SHARING, PRIVACY AND SENSITIVE INFORMATION

- a. The EPBC Act, OPGGS Act and the OEI Act provide for the collection, use and sharing of information and other matters under those laws, including the ability for the DNP and NOPSEMA to share relevant information with other agencies.
- b. The parties agree that the MoU does not override the provisions of the *Privacy Act 1988* and the *Freedom of Information Act 1982*.
- c. The parties agree, where legally permitted and in accordance with relevant legislation, to share information relevant to each agency undertaking its legal obligations. Information includes assessment decisions, incident and compliance information, activity notifications and environmental studies pertaining to environmental management of offshore activities and AMPs.
- d. If it is necessary to deal with sensitive or confidential information, 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.
- e. 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.
- f. The parties recognise that information shared may be used for development of compliance or enforcement processes, where permitted by relevant legislation.

7. LEGISLATION, POLICY AND GUIDANCE

- a. The parties agree to consult about 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.

8. 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 OEI Act licence holders, OPGGS Act titleholders and offshore project proponents and the DNP.
- c. The parties will, to the extent possible, provide clear and consistent advice to proponents on efficient and effective authorisation pathways for offshore energy activities, particularly those that require separate DNP approval under AMP management plans.

9. COMPLIANCE AND ENFORCEMENT

- a. The parties will, to the extent permitted under relevant legislation, share information about compliance monitoring activities including 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.

10. OPERATIONAL AND STRATEGIC ENGAGEMENT

- 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, where appropriate and to the extent possible, cooperate on and share information on strategic engagement with stakeholders, including First Nations peoples/groups.
- d. The parties will cooperate to identify and implement capacity-building opportunities and initiatives, such as joint training, knowledge sharing or skills development.
- e. The parties will consult on and share science and research strategy and scientific studies relevant to environmental management of offshore energy activities in and around AMPs, including identifying research priorities and mechanisms to promote pathways for effective uptake and use of study results in environmental management of offshore energy activities in AMPs.
- f. 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.

In working under the MoU on sharing information in relation to operational and strategic engagement, the parties will respect relevant legal, confidentiality, privacy, cultural sensitivity and other applicable requirements and principles.

11. 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 a contractual arrangement between the parties.

12. 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.

13. 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, disputes may be escalated appropriately within each agency.

14. 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.

Executed as an agreement

Signed for and on behalf of the Director of
National Parks by

Ricky Archer
Director of National Parks

R. Archer

Signature

24/06/2025

Date

Signed for and on behalf of NOPSEMA by

Sue McCarrey
Chief Executive Officer

S. McCarrey

Signature

12/6/2025

Date