

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE NATIONAL OFFSHORE PETROLEUM SAFETY
AUTHORITY (NOPSA)**

AND

**THE AUSTRALIAN DIVER ACCREDITATION SCHEME
(ADAS) BOARD**

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NATIONAL OFFSHORE PETROLEUM SAFETY AUTHORITY (NOPSA)

AND

AUSTRALIAN DIVER ACCREDITATION SCHEME (ADAS) BOARD

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between:

The National Offshore Petroleum Safety Authority ("NOPSA"), the statutory authority responsible for administering occupational health and safety under the Offshore Petroleum Act 2006 as amended and any successor legislation, and the corresponding State and Northern Territory *Petroleum (Submerged Lands) Acts*; and any successor legislation; and

The Australian Diver Accreditation Scheme Board (ABN 208 741 894 45), an incorporated association, having its registered office at 526 Duncan Road, Dunoon, NSW, 2480 (ADAS Board), and having assumed the responsibility for the administration of occupational diver certification and training through ADAS.

1. Purpose of this Memorandum

- 1.1 This Memorandum of Understanding (MOU) sets out the common intentions of the parties to ensure the delivery of a consistent and comprehensive safety regulatory regime for diving operations in offshore petroleum operations. The MOU is not intended to create legally enforceable obligations between the parties.
- 1.2 This MOU describes the cooperative arrangements for contributing to the effective and efficient administration of diving at offshore petroleum facilities through the continuing effective certification of occupational divers to the standards of ADAS and the Australian and New Zealand Standard Association Standard for *Training and Certification of Occupational Divers AS/NZS 2815* (the Diving Standard).
- 1.3 This MOU does not replace any MOU between the Department of Industry, Tourism and Resources (DITR) and ADAS Board or any other DITR/ADASB arrangement made in connection with the administration of ADAS by the Board on behalf of DITR, in accordance with regulation 4 of the *Petroleum (Submerged Lands) (Diving Safety) Regulations 2002*.

2. Operation of the MOU

- 1.4 The parties agree to operate the MOU under the conditions set out in Attachment 1.

- 1.5 The parties agree to consider the interests of the other party in carrying out their responsibilities in relation to diving operations that are an offshore petroleum operation, and to consult the other party in relation to any decision or action that may impact upon the responsibilities of the other party.
- 1.6 The parties agree to make freely available all information relating to the roles and responsibilities of the parties for diving on offshore facilities which is of mutual interest that is available in any form, including electronic format, subject to this MOU and the requirements of any relevant law. Examples of the information which the parties may share include: technological developments, prosecutions, incidents, expected changes to legislation or regulations that may impact on the way in which the parties carry out their activities.
- 1.7 The parties will consult each other, and where appropriate cooperate, in the preparation of any relevant guidelines, codes of practice, or guidance notes, protocols, programs or similar material that are developed to assist diving contractors and supervisors to meet their legislative obligations.
- 1.8 NOPSA will consult, as necessary, with ADAS Board on occupational health and safety matters relating to diving operations under the *Petroleum (Submerged Lands) (Diving Safety) Regulations 2002*.
- 1.9 ADAS Board will inform and/or consult with NOPSA as requested on standards and guidelines pertaining to diver certification as they may impact on the competency of offshore occupational divers.

Executed on the 27th day of October 2008

[Certified as signed by John Clegg, NOPSA CEO]

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John Clegg
Chief Executive Officer
National Offshore Petroleum Safety Authority

[Certified as signed by Maurie Vierow, Chair ADAS]

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Maurie Vierow
Chair
Australian Diver Accreditation Scheme Board

ATTACHMENT 1: CONDITIONS OF MOU OPERATION

1. Term

- 1.1 This MOU is effective from NEW DATE 2008 and continues indefinitely unless terminated earlier by the parties in accordance with this MOU and as amended from time to time.

2. Contract Arrangements

- 1.2 The parties agree to establish and maintain contact to ensure the effective operation of this MOU.
- 1.3 Notices or communication by ADAS Board to NOPSA about this Memorandum shall, unless otherwise notified in writing, be made through:

Mr Frank Murray
OHS Inspector
National Offshore Petroleum Safety Authority
Level 22, 44 St Georges Terrace
GPO Box 2568
PERTH WA 6001

Tel: (08) 6461 7044
Fax: (08) 6461 7037
Email: frank.murray@nopsa.gov.au

- 1.4 Notices or communication by NOPSA to ADAS Board about this Memorandum shall, unless otherwise notified in writing, be made through:

Mr Paul Butler
Executive Director
ADAS
526 Duncan Road
DUNOON NSW 2480

Tel/Fax: (02) 6689 5656
Email: paul.butler@adas.org.au

- 1.5 Any changes to a party's nominated contact officer or their contact details must be communicated to the other party as soon as possible.
- 1.6 All communication about the operation of this MOU is to be made through the nominated contact officer.

3. Information Management

- 1.7 The parties agree that their arrangement recorded in this MOU may be subject to the provisions of the Privacy Act, 1988 (Cth) and the Freedom of Information Act, 1982 (Cth).
- 1.8 If it is necessary to deal with confidential information the parties will have regard to any applicable legislation and the general law.
- 1.9 The parties agree to acknowledge the source of all documents used by the parties in carrying out their responsibilities under this MOU.

4. Review of this Memorandum

- 1.10 The parties will jointly review the operation of this MOU as agreed in writing between the parties.

5. Amendments or Variations

- 1.11 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 reason for the proposed change.
- 1.12 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.
- 1.13 If the parties are unable to agree on the proposed amendment or variation then an independent arbitrator will be appointed with the agreement of both parties.

6. Termination of this Memorandum

- 1.14 Both parties may agree in writing to terminate this MOU at a date agreed by the parties.
- 1.15 Either party wishing to terminate this MOU shall submit a written notification with at least 3 months notice to prevent unreasonable disruption to the activities of the other party.

7. Notices

- 1.16 Any notice, request or other communication under this MOU may be in written or electronic form and delivered by the most appropriate means determined by the sending party.