

# NATIONAL OFFSHORE PETROLEUM SAFETY AUTHORITY

AND

## CIVIL AVIATION SAFETY AUTHORITY

### 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 and Greenhouse Gas Storage Act 2006* (Commonwealth), Part 6.9, and any successor legislation, and the corresponding State and Northern Territory *Petroleum (Submerged Lands) Acts*; and any successor legislation, and

The Civil Aviation Safety Authority (CASA), responsible for, amongst other things, the safety regulation of civil air operations in Australian territory and the operation of Australian aircraft outside Australian territory, under section 9 of the *Civil Aviation Act 1988* (the CA Act), and for the promotion of high standards of aviation safety.

#### **1. OBJECTIVES OF THE PARTIES**

1.1 The objectives of the parties are to ensure –

- (a) a consistent and comprehensive regulatory regime is applied at offshore petroleum facilities in respect of operations, installations and workplaces over which all parties have regulatory obligations;
- (b) that industry operations comply with all relevant legislation and regulations; and
- (c) the effective co-operation of both parties in the administration of their respective commitments set in this MOU and in a manner consistent with their respective statutory and regulatory obligations.

#### **2. PURPOSE OF THIS MEMORANDUM**

2.1 This Memorandum of Understanding (MOU) sets out the mutual intentions of the parties to meet the objectives outlined in paragraph 1. The purpose is to guide cooperation and mutual assistance between CASA and NOPSA in relation to carrying out their respective safety-related functions in the relevant aspects of the offshore petroleum industry.

- 2.2 This MOU recognises that NOPSA and CASA have regulatory responsibility for certain aspects of offshore safety:
- (a) NOPSA is responsible for regulation of the occupational health and safety of people engaged in offshore petroleum operations; and
  - (b) CASA is responsible for the safety regulation of civil air operations in Australian territory and the operation of Australian aircraft overseas.
- 2.3 NOPSA and CASA will seek to uphold the objectives of the parties to this MOU and fulfil their respective commitments. However, both parties acknowledge that this MOU is not legally binding and that nothing in this MOU may operate to restrict or impede the exercise of the statutory powers, duties and discretions of each organisation under the relevant legislation.

### **3. TERM OF THIS MEMORANDUM**

- 3.1 This MOU (as amended from time to time) is effective from the date signed by the parties and continues until 31 December 2012 unless terminated earlier by the parties in accordance with this MOU.
- 3.2 Consideration of a new MOU will be commenced by the parties prior to the expiration of this MOU and the parties will endeavour to reach agreement on a new MOU by 31 December 2012.
- 3.3 If the parties fail to agree to enter into a new MOU by 31 December 2012, this MOU will continue in force until a new MOU is signed or the parties agree that no further MOU will be entered into.

### **4. MUTUAL INTENTIONS**

- 4.1 The parties agree to establish and maintain contact to ensure the effective operation of this MOU. The name of their nominated contact officer and their contact details, to whom any communication about this MOU and any Schedules are to be addressed, are as follows:

*[Contact details have been removed for privacy reasons]*

- 4.2 Any changes to a party's nominated contact officer, their position or their contact details are to be communicated to the other party as soon as reasonably practicable.
- 4.3 All communication about the operation of this MOU is to be made through the nominated contact officer.
- 4.4 The parties agree to maintain liaison between the contacts as required, to ensure that matters of mutual interest are identified and discussed in a timely fashion.
- 4.5 The parties agree to provide to each other, from time to time, with information about their respective regulatory roles and responsibilities in areas of potential overlap, and any expected changes to the legislation under which they operate or

the regulations they administer that may impact on the way in which the parties carry out their responsibilities in relation to offshore petroleum operations.

- 4.6 The parties agree to consider the interests of the other party in carrying out their responsibilities at offshore petroleum facilities and, in so far as it is practicable to do so, to consult the other party in relation to any decision or action that may impact upon the responsibilities of the other party, as appropriate.

## **5. NOPSA RESPONSIBILITIES**

- 5.1 NOPSA is responsible for the regulation of the offshore petroleum facility operators' arrangements for the provision of a safe working environment for helicopters on or in the vicinity of, offshore petroleum facilities, including arrangements for dealing with emergencies.
- 5.2 NOPSA, through the administration of the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*, has jurisdiction over offshore facilities (whether floating or fixed), and whether or not capable of independent navigation, while that vessel or structure is in operation or being prepared for operation or decommissioning as an offshore facility.
- 5.3 NOPSA will respond to occupational health and safety issues affecting the health and safety of persons:
- (a) on board offshore facilities in Commonwealth *Offshore Petroleum and Greenhouse Gas Storage Act 2006*, and state and Northern Territory *Petroleum (Submerged Lands) Act* waters;
  - (b) engaged in work in any associated offshore place near an offshore facility where activities relating to the construction, installation, operation, maintenance or decommissioning of the facility take place;
  - (c) engaged in diving operations in connection with offshore petroleum operations; and
  - (d) on board vessels engaged in laying offshore petroleum pipelines, despite the fact that the vessel moves as the pipe laying process proceeds, construction barges or vessels and heavy lift vessels when involved in offshore petroleum related operations.

## **6. CASA RESPONSIBILITIES**

- 6.1 Under section 9 of the *Civil Aviation Act 1988* (the CA Act), the Civil Aviation Safety Authority (CASA) is responsible, amongst other things, for the safety regulation of civil air operations in Australian territory and the operation of Australian aircraft outside Australian territory, and for the promotion of high standards of aviation safety.

## **7. INTERFACE**

- 7.1 The interface between the parties relates to operations while a helicopter is landing or taking off, including the design of helidecks on offshore facilities,

operations standards, offshore helicopter refuelling systems and emergency response.

- 7.2 In accordance with their respective legislative obligations, CASA will lead on those areas that concern safety of the helicopter during landing and taking off and the competence of the helicopter crew. NOPSA will lead on those issues concerning the facility operator's provision of suitable arrangements regarding the health and safety of persons at the facility, including the operator's design and integrity of the helideck and their management of helideck operations.
- 7.3 CASA and NOPSA recognise the obligations of each organisation for the provision of a safe working environment for their employees during the performance of their regulatory functions. The parties acknowledge that agreement to cooperate in investigations is subject to each party's legal obligations.

## **8. AUDITS, INSPECTIONS AND INCIDENT INVESTIGATION**

- 8.1 The parties may individually or jointly conduct audits and inspections of offshore petroleum facilities with helidecks with the objective that, as far as practicable, duplication or overlap of audits and inspections is minimised.
- 8.2 Both parties agree to exchange information, and where appropriate and legally permissible, to liaise and cooperate, on the investigation of incidents in which they are interested, including information on the outcome of investigations and any potential outcome for improvements to industry operational management systems.
- 8.3 In so far as assistance may be required from NOPSA during the course of any CASA investigation, NOPSA will endeavour to give priority to such a request for assistance.
- 8.4 In so far as assistance may be required from CASA during the course of any NOPSA investigation, CASA will endeavour to give priority to such a request for assistance.
- 8.5 It is the responsibility of the operator of a facility to ensure that CASA officers are advised of any facility-specific occupational health and safety arrangements prior to the commencement of any audit, inspection, or regulatory investigation.
- 8.6 The role of the Australian Transport Safety Bureau in the investigation of aviation accidents and incidents is recognised by both parties.

## **9. ENFORCEMENT**

- 9.1 In so far as it is appropriate and legally permissible to do so, both parties agree to consult with each other through their nominated contact officers as soon as reasonably practicable regarding the commencement and/or implications of enforcement action in which it may appear that the other party may have a significant interest.

## **10. CONSULTATION**

- 10.1 When assessing an operator's safety case NOPSA may consult CASA on the safety case in relation to the management of helicopter operations.
- 10.2 In so far as it is practicable and legally permissible to do so, the parties will consult each other in the preparation of any guidelines, codes of practice, or guidance notes, protocols, programs or similar material relevant to helicopter operations that are developed to assist operators to meet their legislative obligations.
- 10.3 In so far as it is practicable and legally permissible to do so, the parties will endeavour to advise each other of accidents, incidents and reported occurrences, lessons learned, and any other issues that may affect the safety of offshore helicopter operations.
- 10.4 The parties agree to endeavour to ensure that the relevant operational officers of each party will meet as often as required to discuss matters relevant to the parties under this MOU.

## **11. INFORMATION MANAGEMENT**

- 11.1 The parties understand that, in meeting the objectives of this MOU, they are obliged to comply with all applicable laws relating to privacy and the collection and disclosure of personal and otherwise confidential information.
- 11.2 Beyond their respective obligations under the *Freedom of Information Act 1982*, and any other related obligations, in so far as it is practicable and legally permissible to do so, the parties agree to consult and confer with one another when responding to requests, or exercising their own rights, under that legislation.

## **12. OWNERSHIP OF INFORMATION**

- 12.1 All original documents (including written, visual or electronic forms) will remain the property of the originating party.
- 12.2 The parties agree to acknowledge the source of all documents used by the parties in carrying out their responsibilities under this MOU.

**13. AMENDMENTS OR VARIATIONS**

- 13.1 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.
- 13.2 This MOU may only be amended or varied by a further MOU in writing and signed by the parties.

**14. DISPUTES**

- 14.1 Where an issue arises between the agencies in relation to any matter in this MOU, the nominated contact officers will meet to attempt to resolve the issue within 28 days.
- 14.2 Where the nominated contact officers are unable to resolve the issue, the Chief Executive Officer of NOPSA and the Deputy Chief Executive Officer of CASA will undertake to resolve the issue.

**15. TERMINATION OF THIS MEMORANDUM**

- 15.1 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.
- 15.2 Both parties may agree in writing to terminate this MOU at a date agreed by the parties.

Executed on the fourth day of September 2009

*[Certified as signed by John McCormick, Director of Aviation, CASA]*

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John McCormick  
Director of Aviation  
Civil Aviation Safety Authority

*[Certified as signed by Simon Schubach, Acting CEO, NOPSA]*

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Simon Schubach  
Acting Chief Executive Officer  
National Offshore Petroleum Safety Authority