

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL OFFSHORE PETROLEUM SAFETY AUTHORITY
AND THE
RADIOLOGICAL COUNCIL OF WESTERN AUSTRALIA**

This Memorandum of Understanding (MOU) is between the National Offshore Petroleum Safety Authority (NOPSA) and the Radiological Council of Western Australia (the Council).

1. ROLES

- 1.1. The National Offshore Petroleum Safety Authority is the statutory authority responsible for administering occupational health and safety under Part IIIC of the Commonwealth *Offshore Petroleum and Greenhouse Gas Storage Act 2006* and the corresponding State *Petroleum (Submerged Lands) Acts*; and
- 1.2. The Radiological Council of Western Australia is responsible for regulating the operation, use, manufacture, storage, transport, sale, possession, installation, service, maintenance, repair, disposal or other dealing with prescribed radiation sources under the *Radiation Safety Act 1975* and its regulations.
- 1.3. NOPSA is also responsible for the regulation of occupational health and safety in relation to materials that present a radiation exposure hazard, including naturally occurring radioactive materials (NORM), in Commonwealth waters.
- 1.4. The Radiological Council is responsible for the regulation of non-occupational health and safety radiation risks, for example in respect of disposal of radioactive material, in Commonwealth waters.
- 1.5. In relation to prescribed radiation sources at a facility in Western Australian designated coastal waters, both the *Radiation Safety Act 1975* and the occupational health and safety provisions of the Western Australian *Petroleum (Submerged Lands) Act 1982*, together with the occupational health and safety regulations under that Act, would be held to apply (refer to Appendix 1).

2. SCOPE

- 2.1. The scope of this MOU relates to the regulation of radiation safety at offshore petroleum facilities in Western Australian State water and adjacent Commonwealth waters.

3. OBJECTIVES OF THE PARTIES

- 3.1. The objectives of the parties are to ensure -
 - a). the delivery of a consistent and comprehensive regulatory regime at offshore petroleum facilities and that duplication of regulatory activities is avoided, as far as reasonably practicable, over which the parties have regulatory obligations;
 - b). that industry operations at offshore petroleum facilities comply with relevant legislation and regulations; and

- c). the effective cooperation of both parties in the administration of their respective commitments set out in this MOU.

4. PURPOSE OF THIS MEMORANDUM

- 4.1. The purpose of this MOU is to clarify administrative arrangements, roles and responsibilities on matters pertaining to regulation of radiation safety and set out the common intentions and commitment of the parties to meet the objectives outlined in paragraph three. The MOU is not intended to create legally enforceable obligations between the parties.

5. MUTUAL RESPONSIBILITIES

- 5.1. The parties agree to establish and maintain contact to ensure the effective operation of this MOU. As soon as reasonably practicable after the signing of this MOU, the parties will advise each other of the name of their nominated contact officer and their contact details to whom any communication about this MOU are to be addressed.
- 5.2. Any changes to a party's nominated contact officer or their contact details must be communicated to the other party as soon as reasonably practicable.
- 5.3. All communication about the operation of this MOU is to be made to the nominated contact officer.
- 5.4. The parties agree to provide to each other from time to time, information of 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 responsibilities offshore.
- 5.5. 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 may impact upon the responsibilities of the other party.

6. NOTIFICATIONS

- 6.1. Both parties will, as soon as reasonably practicable, notify each other:
 - a) of any incident at a facility that may have radiation safety implications;
 - b) if any notice or direction is issued that is related to radiation safety.

7. EXCHANGE OF INFORMATION

- 7.1. NOPSA will provide the following to the Council as soon as reasonably practicable:
 - a). Details of significant results of any formal investigations, inspections or audits conducted by NOPSA in relation to radiation safety that may be of interest to the Council to the extent this is allowable under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*; and
 - b). Information on any notified incident, accident or perceived hazard that has occurred or has the potential to occur related to prescribed radiation sources and irradiating apparatus, which may be of interest to the Council.

- 7.2. The Council will provide the following to NOPSA as soon as reasonably practicable:

- a). significant results of any formal investigations and audits conducted by the Council that may be of interest to NOPSA to the extent this is allowable under the *Radiation Safety Act 1975*; and
- b). the revoking of any registration, licence or approval under the *Radiation Safety Act 1975* that may have implications for operations at offshore petroleum facilities.

7.3. NOPSA will, as appropriate, seek advice from the Council on radiation safety at offshore petroleum facilities.

7.4. The parties agree to make freely available all information relating to the responsibilities of the parties for offshore facilities that is available in any form, including electronic format, subject to this MOU and the requirements of any relevant law.

8. AUDITS, INSPECTIONS AND INCIDENT INVESTIGATIONS

- 8.1. The parties may jointly conduct audits and inspections of facilities for which both parties have a direct regulatory responsibility with the objective that, as far as practicable, duplication or overlap of audits and inspections is minimised.
- 8.2. Where it is necessary for a party to conduct an urgent investigation of an incident which may impact on the jurisdiction of the other party, the party proposing to conduct the investigation will notify the other party, as soon as practicable, of their proposed action.
- 8.3. Where a party is contacted by the operator or an employee on an offshore facility in an emergency situation relating to radiation safety, that party will contact the nominated contact officer for the other party to discuss an appropriate response strategy.
- 8.4. To the extent that the relevant law allows, both parties agree to exchange information on the investigation of incidents in which the other party may be interested, including information on the outcome of investigations and any potential outcome for improvements to industry safety management systems.

9. PROSECUTIONS

- 9.1. Both parties agree to consult with each other through their nominated contact officers prior to the commencement of a prosecution in which the parties may have an interest.

10. CONSULTATION

- 10.1. NOPSA will, as appropriate, seek advice from the Council on standards for the management of radiation safety in offshore petroleum facility safety cases.
- 10.2. The parties will consult each other in the preparation of any guidelines, codes of practice, protocols or similar material that may be developed to assist operators to meet their legislative obligations.
- 10.3. NOPSA and the Council will consult with ARPANSA to achieve a nationally consistent approach to the collection of radiation safety data related to petroleum operations.
- 10.4. The parties will advise each other of any changes to their policies or legislation, relating to radiation safety that may impact on the safe operation of offshore petroleum facilities.

- 10.5. The parties will meet when initiated by one of the parties, to discuss this MOU and matters of mutual interest.
- 10.6. When planning agendas and programs for liaison meetings, specialist workshops and training courses, each party should bear in mind the advantages of representation from the other party and make/facilitate suitable arrangements when appropriate.

11. CONFIDENTIAL INFORMATION

11.1. With respect to any information supplied by one party to the other in connection with this MOU which is designated as confidential, each party agrees to:

- a). maintain the confidential use, disclosure and security of the confidential information consistent with relevant privacy laws and any applicable professional standards; and
- b). restrict the use, or disclosure, to only those persons required to give effect to the purposes set out in this MOU, except where the use or disclosure is required under any Australian law.

11.2. The obligations imposed on the parties by paragraph 11.1 shall not apply to information that is:

- a). publicly available;
- b). already known or in the possession of the other party;
- c). disclosed by either party to a third party without restriction;
- d). authorised in writing to be disclosed to the other party; or
- e). disclosed to a party's professional advisers who have agreed to keep the information confidential.

11.3. If a party is uncertain whether information provided by the other party is confidential, the information shall be treated as confidential until otherwise advised by the party who has provided the information.

12. PRIVACY

12.1. The parties agree:

- a). not to collect, use, disclose, store, or transfer personal or health information collected in connection with this MOU, except in accordance with the applicable privacy legislation;
- b). to use personal or health information held or controlled by them in connection with this MOU only for the purposes of fulfilling their obligations under this MOU;
- c). to take all reasonable measures to ensure that personal and health information in their possession or control in connection with this MOU is protected against loss and unauthorised access, use, modification or disclosure;
- d). to ensure that any person who has access to any personal or health information is made aware of, and complies with the requirements of the relevant privacy laws;

- e). to ensure that any record (as defined by a privacy law) containing personal or health information provided under this MOU will, at the expiration or earlier termination of this MOU, be either returned to the other party or deleted or destroyed by a person authorised by the parties to undertake the deletion or destruction; and
- f). co-operate with any reasonable request from a party to this MOU relating to the protection of personal or health information or the investigation of a complaint about the handling of personal or health information.

13. FREEDOM OF INFORMATION

- 13.1. In carrying out any responsibilities under freedom of information (FOI) legislation, a party will have regard to the interests of the other party and will consult with them if a party proposes to take any action relating to an FOI request that may have an impact on the interest of the other party.

14. OWNERSHIP OF INFORMATION

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

15. REVIEW OF THIS MEMORANDUM

- 15.1. The parties will jointly review the operation of this MOU on a regular basis as agreed between the parties.

16. AMMENDMENTS OR VARIATIONS

- 16.1. 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.
- 16.2 This MOU may only be amended or varied by a further MOU in writing and signed by the parties.

17. DISPUTES

- 17.1. Where an issue arises between the parties in relation to any matter in this MOU, the nominated contact officers will meet within 28 days to attempt to resolve the issue. Where the nominated contact officers are unable to resolve the issue, the Chief Executive Officer of NOPSA and the Chairman of the Radiological Council will undertake to resolve the issue.

18. TERMINATION OF THIS MEMORANDUM

- 18.1. 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.
- 18.2 Both parties may agree in writing to terminate this MOU at a date agreed by the parties.

19. NOTICES

- 19.1. 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.

20. COMPLIANCE WITH POLICIES

- 20.1. A party including any employee or contractor engaged by that party must comply with all reasonable directions, procedures or policies relating to occupational health and safety and security in relation to any premises or facilities that may be used in connection with this MOU

21. ENDORSEMENT

[Certified as signed by John Clegg, NOPSA CEO]

John Clegg
Chief Executive Officer
National Offshore Petroleum Safety Authority

Date 24 April 2009

[Certified as signed by Dr Paul Psaila-Savona, Chairman Radiological Council]

Dr Paul Psaila-Savona
Chairman
Radiological Council

Date 30 April 2009

APPENDIX 1

Table 1 – Administrative Arrangements for Radioactive Substances associated with Petroleum Activities

Commonwealth ‘adjacent area’	WA State Waters
NOPSA regulates occupational health and safety aspects of materials that may present a radiation exposure hazard, including NORM, under Commonwealth OPGGSA 2006, with advice from the Radiological Council.	NOPSA regulates occupational health and safety aspects of materials that may present a radiation exposure hazard, including NORM, under the WA PSLA 82, with advice from the Radiological Council.
The Radiological Council regulates the non-occupational health and safety radiation risks and provides technical advice to NOPSA on occupational health and safety issues relating to exposure to substances that could present a radiation exposure hazard, including hazards associated with NORM.	The Radiological Council regulates radioactive substances (including NORM, if prescribed) – licence and registration; disposal permit. The Radiological Council also provides technical advice to NOPSA on occupational health and safety issues relating to exposure to substances that could present a radiation exposure hazard, including hazards associated with NORM.