

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SEAFARERS SAFETY,
REHABILITATION AND COMPENSATION
AUTHORITY
(SEACARE AUTHORITY)**

AND

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

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1. Purpose of this Memorandum of Understanding (MOU)

- 1.1 This Memorandum of Understanding (MOU) sets out the common understanding between the parties as a voluntary statement of intent and contains the commitment of both parties at the time the MOU is signed and for the duration of the MOU. The MOU is not intended to create legally enforceable obligations between the parties.

2. The parties

- 2.1 The **Seacare Authority** is a statutory authority established by the *Seafarers Rehabilitation and Compensation Act 1992* (Seafarers Act), supported by Comcare in accordance with its functions set out in section 72A of the *Safety, Rehabilitation and Compensation Act 1988* (SRC Act). In addition to its other statutory functions, the Seacare Authority performs the functions of the Authority under the *Occupational Health and Safety (Maritime Industry Act 1993)* (OHS(MI) Act) and is responsible for the overall administration of that Act and regulations made under the OHS(MI) Act.
- 2.2 The **National Offshore Petroleum Safety Authority** (NOPSA) is the statutory authority responsible for administering occupational health and safety as contained in and under the *Offshore Petroleum Act 2006* (OP Act), and mirror State/NT legislation and other legislation that NOPSA agrees to administer on behalf of the States and the Northern Territory.

3 Definitions

‘Commonwealth waters’ has the meaning given in the *Offshore Petroleum Act 2006*;

‘offshore facility’ means a facility as defined in section 4, Schedule 3 of the *Offshore Petroleum Act 2006*. A vessel or structure is a facility, whether or not it is capable of independent navigation, while that vessel or structure is in Commonwealth waters;

‘OHS(MI) Act’ means the *Occupational Health and Safety (Maritime Industry) Act 1993* as amended;

‘OHS(MI) Inspectorate’ means the occupational health and safety inspectorate function as provided in section 82 of the OHS(MI) Act performed by the Australian Maritime Safety Authority (AMSA);

‘prescribed ship’ and ‘prescribed unit’ have the meaning given in the OHS(MI) Act;

‘OP Act’ means the *Offshore Petroleum Act 2006* as amended;

‘Seacare Authority’ means the Seafarers Safety, Rehabilitation and Compensation Authority established by the *Seafarers Rehabilitation and Compensation Act 1992*;

'ship' means any kind of vessel used in navigation by water, however propelled or moved, and includes:

- (a) a barge, lighter or other floating vessel;
 - (b) an air-cushion vehicle, or other similar craft, used wholly or primarily in navigation by water;
 - (c) an offshore industry mobile unit;
- but does not include an offshore industry mobile unit that is not self-propelled;

'SRC Act' means the *Safety, Rehabilitation and Compensation Act 1988* (as amended); and

'vessels' means ships, prescribed ships and prescribed units as defined in clause 3 of this MOU.

4. Undertakings

- 4.1 NOPSA and the Seacare Authority undertake to establish and maintain liaison contacts to ensure the effective operation of this MOU. Any communication about the operation of this MOU is to be addressed to the respective liaison officer.
- 4.2 In carrying out their responsibility in relation to their legislation in the offshore petroleum and maritime industries, each agency will have regard to the interest of the other, and will consult the other agency if it is proposing to take any action that will have an impact on the interest of the other agency.
- 4.3 Where an issue arises between the two agencies in relation to this MOU the primary liaison persons will meet to attempt to resolve the issue. Where they are unable to resolve the issue the Chief Executive Officer of NOPSA and the Deputy Chief Executive Officer of Comcare may meet to resolve the issue.
- 4.4 This MOU will be jointly reviewed by the liaison persons on an annual basis or otherwise as agreed in writing between the parties.

5. Consultation

- 5.1 NOPSA and the Seacare Authority, in consultation with the OHS(MI) Inspectorate as appropriate, will consult and cooperate as required on OHS matters regarding the offshore petroleum and maritime industries that may affect each other's roles and responsibilities, including:
 - (a) the application of the OP Act and OHS(MI) Act;
 - (b) information gathered or received by either party concerning offshore facilities and concerning vessels interacting with offshore facilities that may affect OHS on the vessel or at the facility;
 - (c) the preparation of policy advice to government including on proposed changes to petroleum and maritime industry OHS legislation and

regulations as they may relate to the interfaces between the offshore petroleum and maritime industries and on the development of legislation and regulations;

- (d) the development and implementation by the Seacare Authority of OHS standards, codes of practice and guidance material;
- (e) the development by NOPSA of safety case guidelines which bear on the operation of prescribed ships and prescribed units covered by the OHS(MI) Act and regulations, and in particular on mechanisms for ensuring that ship operators and crews on prescribed ships and prescribed units are conversant with relevant safety case guidelines;
- (f) provision of advice to industry;
- (g) development of NOPSA and Seacare Authority OHS publications; and
- (h) sharing of information and technical expertise.

6 Communication and exchange of information

- 6.1 NOPSA and the Seacare Authority will consult on research and data analysis affecting OHS where the maritime and offshore petroleum industries interface with a view to identifying areas for research or reviews, including exchanging reports of any such activities, and will identify areas for mutual cooperation.
- 6.2 The parties agree to consult with each other and exchange information/data in relation to OHS of interest to both agencies.
- 6.3 The parties agree to consult on and identify differences in interpretation of OHS incident statistics, in consultation with the OHS(MI) Inspectorate as appropriate, prior to publication or public commentary on incident statistics.
- 6.4 The parties will have regard to their obligations under the *Privacy Act 1988* and *Crimes Act 1914* in the performance of this section of the agreement. Any additional limits applying to the use of information will be advised to the respective parties.
- 6.5 The parties will meet formally when required to share information and discuss strategic issues for which both agencies have an interest.

7 Training for Health and Safety Representatives (HSRs)

- 7.1 The parties will consult and cooperate where appropriate on the development of accredited HSR training courses and on the delivery of HSR training.

8 Costs of the parties in conforming with the MOU

- 8.1 Each party is responsible for meeting its own costs in conforming with this MOU.

9. Liaison persons

9.1 On signing of this MOU each party will advise the other of the nominated liaison officer to which all communications are to be addressed. If the liaison officer for a party changes from time to time the party agrees to advise the other party as soon as possible of the contact details of the new liaison officer.

10. Commencement, review, variation, extension or termination

10.1 This MOU commences on the date that it is executed.

10.2 This MOU also may be varied, or terminated at any time by agreement in writing by both parties. The parties agree to give three months notice of an intention to seek a variation, or termination of the Memorandum.

11. Signatories

SIGNED for and on behalf of
Seafarers Safety, Rehabilitation and Compensation Authority by:

[Certified as signed by Steve Kibble, Comcare Deputy CEO]

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Steve Kibble
Deputy Chief Executive Officer
Comcare

Date:15 March 2009.....

SIGNED for and on behalf of
National Offshore Petroleum Safety Authority by:

[Certified as signed by John Clegg, NOPSA CEO]

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John Clegg
Chief Executive Officer
National Offshore Petroleum Safety Authority

Date:18 March 2009.....