

**THE TIMOR SEA DESIGNATED AUTHORITY FOR THE JOINT
PETROLEUM DEVELOPMENT AREA**

and

THE NATIONAL OFFSHORE PETROLEUM SAFETY AUTHORITY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is between:

The **Timor Sea Designated Authority**, the authority responsible for the administration of the Joint Petroleum Development Area under the *Timor Sea Treaty*; and

The **National Offshore Petroleum Safety Authority**, the statutory authority responsible for administering occupational health and safety under the *Petroleum (Submerged Lands) Act 1967* (Commonwealth) (PSLA), Part IIIC, and the corresponding State *Petroleum (Submerged Lands) Acts* ("NOPSA").

1. OBJECTIVE OF THE PARTIES

The objective of the parties is that offshore petroleum operations in their respective jurisdictions are conducted in a manner that is as safe as reasonably practicable for persons carrying out work on petroleum facilities.

2. PURPOSE OF THIS MEMORANDUM

The purpose of this MoU is to establish cooperation and liaison between the parties to meet the objective stated in paragraph 1.

3. TERM

This MoU is effective from 1 January 2005 and will remain effective until such time the parties to this MoU deem otherwise and in accordance with this MoU.

4. MATTERS OF MUTUAL INTEREST

The parties agree to maintain contact to ensure that matters of mutual interest can be discussed. Where there is no legal constraint, such matters may include -

- a). assessment of pipelines that pass through both jurisdictions;
- b). mutual recognition of safety case acceptance for mobile facilities that will operate in both jurisdictions;

- c). audits and inspections of facilities;
- d). emergency response;
- e). the preparation of guidelines, codes of practice, or guidance notes or similar material that are developed to assist operators and contractors to meet their legislative obligations; and
- f). decisions or actions that may impact upon petroleum operations in the jurisdiction of the other party.

5. CONSULTATION

NOPSA will notify the TSDA as far in advance as practicable of any relevant training courses it conducts. If requested NOPSA will make places available for persons from the TSDA in the course.

6. AMENDMENT OF THE MoU

This MoU may be amended as agreed in writing between the parties.

7. TERMINATION OF THE MoU

- 7.1. 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.

Executed for the Parties by:

[Certified as signed by Einar Risa, TSDA Executive Director]

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Einar Risa, Executive Director, Timor Sea Designated Authority for the Joint Petroleum Development Area.

Date: 9 September 2004

[Certified as signed by John Clegg, NOPSA CEO]

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John Clegg, Chief Executive Officer of the National Offshore Petroleum Safety Authority

Date: 17 September 2004