



## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

**UNIVERSITY OF BALLARAT** (ABN 51 818 692 256) of University Drive, Mt Helen,  
Victoria  
("the **University**")

and

**NATIONAL OFFSHORE PETROLEUM SAFETY AUTHORITY** (ABN 22 385 178 289) of  
Level 22, St Martin's Tower, 44 St George's Terrace, Perth WA 6000  
("NOPSA")

### Recitals

- A. The University is a tertiary educational institution established by the *University of Ballarat Act 1993* (Victoria).
- B. NOPSA is a statutory authority established under the *Petroleum (Submerged Lands) Act 1967* to administer offshore petroleum health and safety legislation in relation to Commonwealth, State and Territory coastal waters.
- C. The Parties have a common desire to collaborate on the development of projects, research and the delivery of training to improve upon and ensure better outcomes in relation to health and safety issues affecting the offshore petroleum industry of Australia.
- D. To further the common desire expressed in Recital C both Parties have agreed to enter into this Memorandum of Understanding (**MoU**).

### Purpose of MoU

1. The Parties intend by this MoU to establish guidelines (**Guidelines**) for the proposed collaboration between themselves in the following areas:
  - (a) Accredited training and support to be provided by the University to staff of NOPSA.
  - (b) Development opportunities at the University for NOPSA staff particularly in relation to higher degrees and doctorates.
  - (c) Identification and development of collaborative research opportunities.

#### **Establishment of Guidelines**

2. Guidelines developed for each project or collaboration opportunity will define each Party's responsibilities, costs and income sharing, intellectual property rights and sharing of commercial resources.

#### **Term of MoU**

3. This MoU shall become effective on the date of its signing by both Parties and will remain in effect for the next five years unless a Party notifies the other Party in writing of its intention to terminate this MoU at least one month before date of termination.

#### **Parties to consult regularly**

4. The Parties will consult regularly on the proposed activities contemplated by this MoU.

### **Release of information and confidentiality**

5. Either Party will not release any information concerning activities contemplated by this MoU without the prior agreement of the other Party. Any information received by a Party from the other Party which is either marked or notified by the latter Party as confidential is and remains confidential.

### **No intention by the Parties to create legally binding relationship**

6. Nothing in this MoU and the Guidelines is intended to be legally binding on either Party. Any commitment in relation to any specific activities between the Parties contemplated under this MoU to be legally binding must be recorded and governed by a separate legally binding agreement executed by the Parties.

### **Amendments and alterations**

7. This MoU may only be altered or amended by mutual written agreement of the Parties.

**DATED: This First day June 2007.**

**SIGNED** for and on behalf of  
**University of Ballarat** by  
in the presence of

.....  
Vice-Chancellor

**SIGNED** for and on behalf of the  
National Offshore Petroleum  
Safety Authority

.....  
Chief Executive Officer