

Memorandum of Understanding

BETWEEN

**National Offshore Petroleum Safety and Environmental
Management Authority**

(NOPSEMA)

AND

WorkSafe Western Australia

August 2024

Parties

The WorkSafe Group (WorkSafe Western Australia) of the Department of Energy, Mines, Industry Regulation and Safety (DEMIRS) ABN 69 410 335 356 is responsible for administering the:

- *Work Health and Safety Act 2020*
- *Petroleum and Geothermal Energy Safety Levies Act 2011*
- *Dangerous Goods Safety Act 2004*; and
- Work Health and Safety (Petroleum and Geothermal Energy Operations) Regulations 2022, Work Health and Safety (General) Regulations 2022, Work Health and Safety (Mines) Regulations 2022, Dangerous Goods Safety (Major Hazard Facilities) Regulations 2007, and Petroleum and Geothermal Energy Safety Levies Regulations 2022.

The National Offshore Petroleum and Environmental Management Authority (NOPSEMA) is an independent statutory authority established under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* (OPGGs Act) ABN 22 385 178 289. NOPSEMA, is responsible for administering the:

- *Offshore Petroleum and Greenhouse Gas Storage Act 2006*;
- *Offshore Petroleum and Greenhouse Gas Storage (Regulatory Levies) Act 2003*;
- implementing streamlining of regulatory processes under the [*Environment Protection and Biodiversity Conservation Act 1999*](#); and
- Offshore Petroleum and Greenhouse Gas Storage (Resource Management and Administration) Regulations 2011, Offshore Petroleum and Greenhouse Gas Storage (Safety) Regulations 2009, Offshore Petroleum and Greenhouse Gas Storage (Environment) Regulations 2009, Offshore Petroleum and Greenhouse Gas Storage (Regulatory Levies) Regulations 2022.

Definitions

'Safety case' means —

- (i) a safety case as defined in the Work Health and Safety (Petroleum and Geothermal Energy Operations) Regulations 2022; and
- (ii) a Safety case as defined in the Offshore Petroleum and Greenhouse Gas Storage (Safety) Regulations 2009

'Dangerous incident' means —

- (i) an incident defined in Part 3, Section 37 of the *Work Health and Safety Act 2020* (WHS Act)

'Accident' and 'Dangerous occurrence' means —

- (i) an **'accident'** is defined in Schedule 3 to the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*.
- (ii) a **'dangerous occurrence'** defined in Schedule 3 to the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* and an occurrence as itemised by subregulation 2.41(2) of the *Offshore Petroleum and Greenhouse Gas Storage (Safety) Regulations 2009*.

'Primary Executive Officer' means — the senior executive officer with statutory authority of the relevant Party, the WorkSafe Commissioner and the Chief Executive Officer of NOPSEMA.

'Key operational officer' means — the most appropriate officer to contact in the first instance with regards to the administration of this MOU, Director WorkSafe Petroleum Safety and Dangerous Goods and the Executive Director, Strategic Communication and Engagement.

1. Purpose

This Memorandum of Understanding (MOU) sets out the common understanding between the parties as a voluntary statement of intent and commitment for the period stated.

The MOU is not intended to create legally enforceable obligations between the parties.

2. Term

This MOU is effective from the date the last party signs the MOU and continues until the earlier of:

- (a) three months from the date of one party's notice in writing to the other notifying of the intention to withdraw from this MOU; or
- (b) immediately upon where both parties have notified each other in writing of their intention to withdraw from the MOU.

3. Objectives

WorkSafe Western Australia and NOPSEMA share the following objectives:

- (a) cooperation on work health and safety matters relating to issues and/or facilities of mutual interest within the petroleum industry to ensure that, as far as reasonably practicable, mutual requirements are administered in a consistent manner; and
- (b) promotion of effective communication, cooperation and coordination, and reduction of duplication.

4. Undertakings

WorkSafe Western Australia and NOPSEMA undertake to give effect to the arrangements set out in the MOU as follows:

- (a) the parties' Primary Executive Officers and key operational officers will use their best endeavours to cooperate in the administration and coordination of this MOU;
- (b) advise of all relevant changes to the MOU, Primary Executive Officers, Key Operational Officers and regulatory instruments overseen by each party;
- (c) recognise the individual parties' responsibilities and expertise for regulatory activities in their jurisdiction;
- (d) recognise the circumstances whereby jurisdictional overlap of safety regulation may occur and provide advice and information, as permitted by law, to each other where responsibilities overlap;
- (e) meet formally on a regular basis, or as otherwise agreed, to discuss policy and operational issues concerning the Western Australian offshore mining and petroleum facilities of mutual interest. The Primary Executive Officer, the key operational officers, delegates and/or other relevant policy and operational personnel will attend such meetings as and when appropriate; and
- (f) review this MOU annually and jointly, or otherwise as agreed in writing between the parties' Primary Executive Officers.

5. Privacy

Privacy legislation means laws in respect of privacy and the protection of personal and health information including, without limitation, the *Privacy Act 1988 (Cth)* and its Australian privacy principles.

WorkSafe Western Australia and NOPSEMA respectively agree:

- (a) to be bound by the relevant privacy legislation with respect to any act or practice engaged in by them under or in connection with this MOU;
- (b) any personal or health information as defined in applicable privacy legislation disclosed by one to the other in connection with this MOU has been collected in accordance with applicable privacy legislation;
- (c) not to use, disclose, store, transfer or handle personal information collected in connection with this MOU except in accordance with applicable privacy legislation; and
- (d) to co-operate with any reasonable request of the other party relating to the protection of personal information or the investigation of a complaint about the handling of personal information.

6. Confidential information

Section 271 of the *Work Health and Safety Act 2020* applies to the confidentiality and access to information obtained under that Act. Parts 6.11 and 7.1 applies to the use, sharing and gathering of information and things under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*.

Each agency may be bound by other acts and regulations that control the access to information from time to time.

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

- (a) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards;
- (b) use and reproduce confidential information only for the purposes set out in this MOU;
- (c) not disclose or otherwise make available confidential information other than to its personnel who have a need to know the information to give effect to the purposes set out in this MOU.

This paragraph shall not apply to information which is:

- (a) publicly known;
- (b) already known to the receiving party; or
- (c) permitted under legislation to be disclosed by either WorkSafe Western Australia or NOPSEMA to a third party without restriction.

7. Amendment, variation or modification

This MOU may be amended, varied or modified by a further MOU in writing duly signed by the parties.

Notwithstanding the above, Schedules to this MOU may be added, amended, varied or modified by the insertion of one or more new Schedules duly signed by the parties.

8. Information exchange and consultation

Subject to any legal restrictions, the parties will exchange information, where relevant, to assist each other in their jurisdictional roles in accordance with this MOU. There may also be a legislative basis for exchange of specific information, which may be utilised by the parties if appropriate.

This may include information on safety cases or other permissioning documents, inspections, investigations, audits, accidents, incidents, enforcement action, and other

information relevant to work health and safety for offshore petroleum activities of mutual interest.

The parties will consult each other where possible in relation to any proposed changes to policies, legislation or regulation that may impact the safe operation of the Australian offshore petroleum industry.

As appropriate, the parties will consult each other in the preparation of any guidelines, codes of practice, guidance notes, protocols or similar material to assist the Western Australian offshore petroleum industry to meet its legislative work health and safety obligations.

Media enquiries and social media posts in relation to matters affected by this MOU will be communicated between the parties.

Either party may request the assistance of technical specialists from the other party, where the requesting party does not have access to that technical speciality from within its own workforce.

Requests for assistance and access to information should be made through the key operational officer - see Undertakings.

Both parties agree to consider cross training of staff where requested by the other party.

9. Inspections

Joint inspections may be undertaken where legislative powers permit, and where possible, to share expertise and knowledge of conducting inspections relevant to work health and safety matters.

When a party conducts an urgent incident investigation that may impact on the jurisdiction of the other party, notification is to be provided to the other party as soon as reasonably practicable of the proposed investigation actions.

Parties will reasonably provide advice and assistance where required.

Without limitation, assistance may include the provision of advice, expertise, equipment and/or human resources.

10. Incidents and investigations

On becoming aware of an incident, accident or dangerous occurrence at a facility of mutual interest, information will be provided to the other party as soon as practicable, subject to any legislative restrictions.

11. General

Dispute resolution

The parties agree to co-operate and use all reasonable endeavours to resolve any disputes or differences between them (Disputes) through key operational officers. Disputes which remain unresolved for 30 days or more will be escalated to the Primary Executive Officers, or their respective nominees, for resolution.

Authority

Neither party may enter into any agreement or incur any liabilities on behalf of the other party without the other party's prior written consent and will not represent to any person that it has any authority to do so.

This MOU places no obligation on either party to grant access to a technical specialist.

Costs and expenses

Each party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of the MOU.

12. Relevant agency services

NOPSEMA

Regulatory Operations Division – administers the regulatory functions that ensures a protected offshore workforce and environment. These functions are provided across the entire industry lifecycle, from exploration through development, production and eventual decommissioning.

Strategic Regulation and Improvement Division – leads NOSPEMA's strategic inspection programs and satisfying National priorities for improvement in industry performance, while also providing strategic advice to internal and external decision-makers regarding early-stage approval decisions, such as new offshore petroleum projects, carbon capture and storage licencing.

Strategic Communications and Engagement – provides advice on external engagement and communication matters, as well as legislative and regulatory affairs, and secretariat and regulatory process improvement.

WorkSafe Western Australia

WorkSafe Petroleum Safety and Dangerous Goods – inspectors cover petroleum safety, diving operations, transport, handling, storage and placarding of dangerous goods and major hazard facilities.

WorkSafe Mines Safety – inspectors cover mining operations extending to exploration activities, construction work associated with opening or operating a mine, management of mining wastes and the transport of ores or mining products not occurring under the *Road Traffic (Administration) Act 2008*.

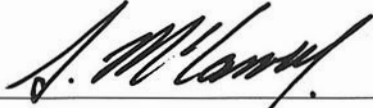
WorkSafe Industrial and Regional – inspectors cover construction, agriculture, manufacturing, aquaculture, forestry and logging, wholesaling and commercial transport industries.

WorkSafe Service Industries and Specialists – inspectors cover accommodation, retail, service industries, the public sector, health, education, community services,

plastics manufacturing and chemical manufacturing industries. Specialist inspectors cover psychosocial, ergonomics, occupational hygiene, asbestos, plant and engineering across general industry sectors.

WorkSafe Investigations – inspectors investigate serious or fatal incidents across all industries.

Executed on behalf of NOPSEMA



Sue McCarrey, Chief Executive Officer

19/8/2024

Date:

Executed on behalf of WorkSafe Western Australia



Sally North, WorkSafe Commissioner

14 August 2024

Date: