

# Memorandum of Understanding

Victorian WorkCover Authority

and the

National Offshore Petroleum  
Safety and Environmental  
Management Authority

This **Memorandum of Understanding (MOU)** is between:

**The Victorian WorkCover Authority ABN 90 296 467 627** trading as WorkSafe Victoria ("WorkSafe Victoria"), which is the statutory authority responsible for administering various Victorian legislation including but not limited to the *Occupational Health and Safety Act 2004*, the *Dangerous Goods Act 1985*, the *Equipment (Public Safety) Act 1994*, the *Accident Compensation Act 1985*, the *Workers Compensation Act 1958*, the *Workplace Injury Rehabilitation and Compensation Act 2013*, the *Occupational Health and Safety Regulations 2017*, the *Dangerous Goods (Storage and Handling) Regulations 2012*, and the *Dangerous Goods (Transport by Road or Rail) Regulations 2018*.

**AND**

**National Offshore Petroleum Safety and Environmental Management Authority ABN 22 385 178 289** ("NOPSEMA"), which is the statutory authority responsible for administering occupational health and safety, well integrity, environment management for offshore petroleum and greenhouse gas storage activities under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* (Cth) and the associated regulations; and workplace health and safety under the *Offshore Electricity Infrastructure Act 2021* (Cth), upon commencement, and under the corresponding State or Territory Acts which confer those responsibilities on NOPSEMA,

(collectively 'the parties')

## **1. OBJECTIVES**

1.1 The objectives of the parties are to ensure:

- (a) effective cooperation between the parties on occupational health and safety matters in relation to issues of mutual interest within the Victorian offshore petroleum and greenhouse gas storage industries, and offshore electricity transmission infrastructure and renewable energy infrastructure to ensure that, as far as reasonably practicable, occupational health and safety requirements are administered in a consistent manner;
- (b) clear parameters and processes for the efficient sharing of information between the parties wherever possible; and
- (c) facilitating positive health and safety outcomes under Victorian Occupational Health and Safety and Commonwealth and Victorian laws for petroleum and greenhouse gas storage and offshore electricity transmission infrastructure and renewable energy infrastructure.

## **2. PURPOSE**

2.1 This MOU sets out the mutual intentions of the parties to meet the objectives outlined in paragraph 1. The purpose is to guide cooperation and mutual assistance between WorkSafe Victoria and NOPSEMA in relation to carrying out their respective statutory functions.

- 2.2 WorkSafe Victoria and NOPSEMA acknowledge that this MOU is not legally binding and nothing in the MOU restricts the parties' respective statutory discretion and powers under the law.

### 3. TERM

- 3.1 This MOU takes effect from the date of signing by both Parties and continues until either party notifies the other in writing of their withdrawal from this MOU at any time by exchange of letters between the Parties.

### 4. DEFINITIONS

#### 4.1 Definitions

**Incident** means an incident as defined in Part 5, Section 37 of the *Occupational Health and Safety Act 2004*;

**Accident and Dangerous Occurrence** means -

- accident as defined in Clause 82 (1)(a) or (b) of Schedule 3 to the *Offshore Petroleum and Greenhouse Gas Storage Act 2006 (Cth)*.
- dangerous occurrence that is an occurrence listed in Regulation 2.41(2) of the *Offshore Petroleum and Greenhouse Gas Storage (Safety) Regulations 2009*.

**Privacy Legislation** means laws in respect of privacy and the protection of personal and health information including but not limited to the *Privacy and Data Protection Act 2014 (Vic)*, the *Health Records Act 2001 (Vic)*, and the *Privacy Act 1988 (Cth)*.

**Health information** has the meaning given to that term in the *Health Records Act 2001 (Vic)*

**Personal information** has the meaning given to that term in the *Privacy and Data Protection Act 2014 (Vic)* and the *Privacy Act 1988 (Cth)*.

**Confidential Information** means any technical, scientific, commercial, financial or other information of or about a party, including any information designated by either party as confidential, which is disclosed, made available, communicated or delivered to the other party in connection with this Memorandum of Understanding.

### 5 CONSULTATION AND COOPERATION

- 5.1 WorkSafe Victoria and NOPSEMA undertake to provide information from time to time to inform each other of their roles and responsibilities in areas of potential overlap, and any relevant changes to legislation and regulatory instruments administered by each party.
- 5.2 The primary liaison contacts for all matters covered in this MOU will be:
- WorkSafe Victoria - Head of Regulated Industries
  - NOPSEMA - Safety and Integrity Head of Division
- 5.3 WorkSafe Victoria and NOPSEMA will meet on an annual basis, or as otherwise agreed, to discuss operational issues concerning Victorian offshore petroleum and



greenhouse gas storage facilities, and offshore electricity transmission infrastructure and renewable energy infrastructure and activities of mutual interest. These meetings will be attended by the primary liaison contacts of both parties (or their delegates) and other policy and operational personnel as relevant.

- 5.4 The parties will advise each other of any proposed changes to their policies, legislation or regulation that may impact on the safe operation of the Victorian offshore petroleum and gas industry, and offshore electricity transmission and renewable energy industries.
- 5.5 The parties will consult each other, as appropriate, in the preparation of any guidelines, codes of practice, guidance notes, protocols or similar material to assist the Victorian offshore petroleum and gas industry and offshore electricity transmission and renewable energy industries to meet their legislative occupational health and safety obligations.

## **6 INSPECTIONS AND INCIDENT INVESTIGATIONS**

- 6.1 The parties may conduct joint inspections of operators and facilities of mutual interest, with the objective of assisting each other through shared expertise and knowledge of relevant occupational health and safety matters for those operators and facilities. When planning and conducting such inspections, the parties will pay close attention to the scope and limitations of their respective powers and functions under the law.
- 6.2 Where it is necessary for a party to conduct an urgent investigation of an incident, accident or dangerous occurrence that may impact on the jurisdiction of the other party, the party proposing to conduct the investigation will notify the other party as soon as reasonably practicable of their proposed action.
- 6.3 As soon as reasonably practicable after becoming aware of an incident, accident or dangerous occurrence at a facility of mutual interest, the party will provide information to the other party on that incident, subject to any legal restrictions.
- 6.4 Where agreed as appropriate, WorkSafe Victoria and NOPSEMA may conduct joint investigations of incidents, accidents and dangerous occurrences. In any case, where the law permits, both parties will exchange information, where appropriate, on the investigation involving operators of facilities of mutual interest, including information on the outcome of investigations and any potential implications for occupational health and safety for other operators or facilities.
- 6.5 The parties will exchange information, where appropriate and permitted by law, on prosecutions undertaken relating to occupational health and safety involving the Victorian offshore petroleum and greenhouse gas storage industries and activities related to offshore electricity transmission infrastructure and renewable energy infrastructure that may be of mutual interest.

## **7 INFORMATION SHARING**

- 7.1 The parties will exchange information, where relevant to cooperate in accordance with this MOU. Information exchange is subject to any legal restrictions and must not compromise a party's investigation or waive professional legal privilege. Information shared may be in relation to inspections, audits, accidents, incidents,

enforcement action, and other information relevant to occupational health and safety for Victorian offshore petroleum and gas industry and offshore electricity transmission infrastructure and renewable energy infrastructure activities of mutual interest.

## **8 PRIVACY AND CONFIDENTIAL INFORMATION**

- 8.1 The parties agree to be bound by the relevant Privacy Legislation and to protect the confidentiality and sensitivity of information provided by the other party in accordance with the governing legislation under which it was provided.
- 8.2 The party providing information may specify the level of confidentiality attached to the information it provides to the other, consistent with the law that applies to information sharing by each party.
- 8.3 The receiving party agrees to protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable laws and professional standards.
- 8.4 The parties cannot disclose any confidential or Personal information obtained under this MOU to a third party unless prior written consent has been obtained from the originating agency, or disclosure is required, authorised or permitted by law without restriction.

## **9 AMENDMENTS OR VARIATIONS**

- 9.1 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 reasons for the proposed change.
- 9.2 An amendment or variation to the MOU takes effect on the date it is signed by the parties or on a date agreed by the parties in writing.

## **10 TERMINATION**

- 10.1 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.
- 10.2 Both parties may agree to terminate this MOU at a date agreed by the parties.

## **11 GENERAL**

### **11.1 No Authority**

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

### **11.2 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 and any other related documentation.

### **11.3 Review**

This MOU will be jointly reviewed by the primary liaison contacts of both parties

(and their delegates) on a three-year basis or otherwise agreed in writing between the parties.

#### **11.4 Dispute Resolution**

Where an issue arises between the parties in relation to any matter in this MOU, the primary liaison contacts will meet to attempt to resolve the issue within 28 days. Where the primary liaison contacts are unable to resolve the issue, the Chief Executive Officer of WorkSafe Victoria and Chief Executive Officer of NOPSEMA will undertake to resolve the issue.

#### **11.5 Publication**

Both parties agree that the other party may publish the MOU on its website for transparency purposes.



**Executed for the Victorian  
WorkCover Authority trading as  
WorkSafe Victoria by its Chief  
Executive Officer in the presence of**

  
\_\_\_\_\_  
Signature of witness

Kelli Davies

\_\_\_\_\_  
Name of witness (print)

27 January 2022

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Chief Executive

Colin Radford

\_\_\_\_\_  
Name of Chief Executive (print)

**Executed by the Chief Executive  
Officer of the National Offshore  
Petroleum Safety Environmental  
Management Authority in the  
presence of**

  
\_\_\_\_\_  
Signature of witness

KYLIE DYSON  
\_\_\_\_\_  
Name of witness (print)

21 DECEMBER 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Chief Executive

STUART SMITH  
\_\_\_\_\_  
Name of Chief Executive (print)