



**Australian Government**  
**Department of Resources,  
Energy and Tourism**

GPO Box 1564, Canberra ACT 2601  
Phone (02) 6276 1000  
[www.ret.gov.au](http://www.ret.gov.au)

ABN 46 252 861 927

5 April 2012

s22

Executive Director  
Australian Diver Accreditation Scheme

s22

RECEIVED  
12/4/12

Dear <sup>s22</sup>

Please find enclosed a signed copy of the Memorandum of Understanding between the Department of Resources, Energy and Tourism and the Australian Diver Accreditation Scheme.

Thank you for your assistance with finalising the MoU.

Yours sincerely,

s22

Manager  
Environment, Safety and Security

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

***The Department of Resources, Energy and Tourism***

**AND**

***The Australian Diver Accreditation Scheme Board***

# Memorandum Information

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Date

4 / April / 2012  
day month year

## Parties

This Memorandum of Understanding (MOU) is made

### Between

Name	The Commonwealth of Australia as represented by the Department of Resources, Energy and Tourism
ABN	46 252 861 927
Short form name	<b>RET</b>
RET Representative	<b>s22</b> General Manager Offshore Resources Branch GPO Box 1564 Canberra ACT 2601

### And

Name	The Australian Diver Accreditation Scheme Board
ABN	208 741 894 45
Short form name	<b>ADAS Board</b>
ADAS Board Representative	<b>s22</b> Executive Director 526 Duncan Road Dunoon NSW 2480

## Background

- A. The Department of Resources, Energy and Tourism (RET) has legislative responsibilities for oil and gas activities in the offshore area under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* (OPGGs Act).
- B. The Commonwealth (represented by the former Department of Industry, Tourism and Resources), until 2003, held responsibility for the provision of occupational diver certification and training through the Australian Diver Accreditation Scheme (ADAS).
- C. ADAS administration was privatised in 2003 by formation of the ADAS Board (an incorporated association). The ADAS Board has responsibility for the administration of occupational diver certification and training.
- D. This MOU supersedes the previous MOU made between the Department of Industry, Tourism and Resources and the Australian Diver Accreditation Scheme Board on the 20<sup>th</sup> June 2003.

## 1. Purpose

1. This MOU sets out the common interests of the parties to ensure the delivery of a consistent and comprehensive safety regulatory regime for diving operations at offshore petroleum facilities. The MOU is not intended to create legally enforceable obligations between the parties.
2. This MOU describes the cooperative arrangements for contributing to the continual effective certification of occupational divers at offshore petroleum facilities to the standards of ADAS and the Australian and New Zealand Standard Association Standard for Occupational Diving Operations AS/NZS 2299 (the Diving Standard).

## 2. Concept of Operation of the MOU

1. The parties acknowledge that:
  - a. This MOU applies only to ADAS' activities relating to the offshore petroleum regime under the OPGGS Act;
  - b. RET's role under this MOU is consultative and advisory. RET has no responsibility for the operational administration of ADAS;
  - c. RET's interest as it applies to this MOU is restricted to ensuring that diver training and assessment activities delivered by ADAS are consistent with the safety regulatory regime for diving in offshore petroleum operations under the OPGGS Act, with associated risks reduced to as low as reasonably practicable;
  - d. ADAS's role under this MOU is to continue to administer occupational diver certification and training to ensure that risks associated with diving in offshore petroleum operations are reduced to as low as reasonably practicable;
  - e. ADAS is financially independent from RET and is fully cost-recovered. No further financial assistance is to be provided from RET to ADAS.
2. Each party agrees to consider the interests of the other in carrying out this MOU.

## 3. Responsibilities

1. RET will:
  - a. Retain responsibility for administering this MOU;
  - b. Consult as necessary with the ADAS Board on policy, guidance and legislation relating to offshore petroleum diving operations under the jurisdiction of the OPGGS Act, and in particular on any proposal to amend diving regulations as prescribed under the *Offshore Petroleum and Greenhouse Gas Storage (Safety) Regulations 2009*.



- c. Have the right on reasonable notice to audit the records of the ADAS Board and provide reasons for doing this.
- d. Authorise the ADAS Board to use the Commonwealth Coat of Arms only on ADAS-issued licences and ADAS-issued log books and not for any other purposes.

2. The ADAS Board will:

- a. Ensure that ADAS operates so that its administrative, operational, training, assessment and diver certification standards, policies, procedures and practices are, and remain, at the level of best practice and result in a standard of diver certification that ensures risks associated with offshore petroleum diving are reduced to as low as reasonably practicable;
- b. Administer international arrangements to ensure the international recognition of training and assessment activities undertaken by ADAS;
- c. Ensure, in administering its international arrangements, that ADAS restricts its representation of links with the Australian Government to this agreement or any similar agreement with another agency or Commonwealth Department, or reference in any legislation.
- d. In administering ADAS, ensure that its systems, policies, procedures and administrative means remain integrated and cohesive so that, if thought to be necessary and desirable by either party, it may, with the agreement of the parties, be resumed or relocated;
- e. Report to RET on an annual basis or otherwise on request with respect to:
  - i. Its analysis of the number and nature of offshore petroleum diving incidents and fatalities, including any trends and any response made by or proposed by ADAS to improve diver training;
  - ii. The financial status of ADAS;
  - iii. The fees paid by divers; and
  - iv. A summary of the administration of ADAS.
- f. Inform and/ or consult with RET, the national safety regulator for offshore petroleum under the OPGGS Act and other relevant stakeholders on standards and guidelines pertaining to diver certification as they may impact on the competency of offshore petroleum occupational divers.
- g. In the event that it is proposed that the ADAS Board may be, or is to be, wound up, or its incorporation cancelled, the ADAS Board will provide notice of such in writing to RET as soon as reasonably practicable, or three months prior to a decision to terminate the ADAS Board Operations, whichever occurs first.
- h. Notify RET as soon as it is aware that it may be, or is deemed to be insolvent.

#### 4. Funding and Resources

- 1. The ADAS Board will set all fees and costs which the diver will be expected to pay for a certificate.

2. The ADAS Board will account for all payments received from the diver in accordance with standards maintained by the Australian Accounting Standards Board.
3. Sufficient official files containing information of relevance to the conduct of ADAS administration must be maintained sufficient to satisfy Australian Standards on information and documentation and records management processes (AS ISO 23081.1-2006).

## 5. Notices

1. Notices or communication by the ADAS Board to the Commonwealth about this MOU shall, unless otherwise notified in writing by the Commonwealth to the ADAS Board, be addressed to the Commonwealth as follows:

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General Manager  
Offshore Resources Branch  
Department of Resources, Energy and Tourism  
GPO Box 1564  
Canberra ACT 2601

2. Notices or communication by the Commonwealth to the ADAS Board shall, unless otherwise notified in writing by the ADAS Board to the Commonwealth, be addressed to the ADAS Board as follows:

s22

Executive Director  
Australian Diver Accreditation Scheme  
526 Duncan Road  
Dunoon NSW 2480

## 6. Effective Date, Amendment, and Termination

1. This MOU becomes effective on 4 April 2012.
2. The parties to this MOU will meet at the request of either party to review the provisions of this MOU. Any necessary additions, deletions or changes shall be made in writing and signed by the signatories or their designated representatives.
3. This MOU will remain in effect until superseded or terminated by written mutual agreement. The provisions of this MOU will be reviewed by RET and the ADAS Board on a biennial basis. The review will occur within 60 days prior to each two-year anniversary. Either party wishing to terminate this MOU shall submit a written notification with at least 3 months notice to prevent unreasonable disruption to the activities of the other party.

IN WITNESS WHEREOF the parties have executed this MOU on the date first above written.

SIGNED for and on behalf of **RET** by

SIGNATURE: s22

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In the Presence of:

s22

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..... [WITNESS]

DATE: 4/4/2012

SIGNED for and on behalf of the **ADAS Board** by

SIGNATURE: s22

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In the Presence of: ✓

s22

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..... [WITNESS]

DATE: 12<sup>th</sup> March, 2012