
**NATIONAL OFFSHORE PETROLEUM SAFETY AND ENVIRONMENTAL MANAGEMENT
AUTHORITY and THE NATIONAL OFFSHORE PETROLEUM TITLES ADMINISTRATOR**

DETERMINATION No. 2019/1
Payments for NOPSEMA inspectors.

Made under subsection 602B(2) of the Commonwealth *Offshore Petroleum and Greenhouse Gas Storage Act 2006 (Cth)* [the Act]

This determination governs the amount to be paid by the National Offshore Petroleum Titles Administrator (the ***Titles Administrator***) to the National Offshore Petroleum Safety and Environmental Management Authority (***NOPSEMA***) for the services of ***NOPSEMA inspectors*** for engaging in activities that are preparatory to the exercise or relate to the exercise of the functions or powers of the ***Titles Administrator***.

BACKGROUND

NOPSEMA CEO has a power to appoint inspectors, under ***the Act***.

NOPSEMA inspectors may exercise powers of entry, monitoring and investigation for the purposes of the Act

The ***Titles Administrator*** has the power to give written direction to a ***NOPSEMA inspector*** as to the exercise of a ***NOPSEMA inspector*** powers under Chapter 7, Part 7.1, Division 3 (Information gathering powers) only. These are defined in this determination as ***Directed NOPSEMA inspector services***.

Subsection 602B(2) of the Act provides that ***NOPSEMA*** and the ***Titles Administrator*** may, with the agreement of the responsible Commonwealth Minister, make a written determination that in the event that, pursuant to subsections 602B(1) (a) and (b), a ***NOPSEMA inspector***:

“...engages in activities that are preparatory to the exercise, or the possible exercise, of a power for a purpose that relates to the powers or functions of the Titles Administrator; or

exercises a power for a purpose that relates to the powers or functions of the Titles Administrator.”

the amount worked out in accordance with the determination is to be debited from the National Offshore Petroleum ***Titles Administrator*** Special Account and the Commonwealth must pay a corresponding amount to ***NOPSEMA*** in accordance with section 682 of the Act on a day worked out in accordance with this determination.

This determination provides for amounts to be debited and credited pursuant to subsection 602B(2) of the Act.

THE DETERMINATION

The amount to be debited from the National Offshore Petroleum Titles Administrator Special Account and paid to NOPSEMA pursuant to section 682 of the Act and the date of transfer of the amount due, is to be worked out in accordance with this determination as follows.

1. Commencement

This determination commences on the date of agreement by the responsible Commonwealth Minister.

This determination shall remain in force until five (5) years from the commencement, unless replaced by a subsequent determination or otherwise terminated by agreement between the Titles Administrator and NOPSEMA.

2. Definitions

In this determination:

Cost Recovery Rate means the sum of \$330.00 per hour.

Directed Services means services provided by a **NOPSEMA inspector** (under Chapter 7, Part 7.1, Division 3) to the Titles Administrator pursuant to a direction by the Titles Administrator under subsection 707A(1) of *the Act*.

Discretionary Services means services provided by a **NOPSEMA inspector** (including monitoring and investigation powers under Chapter 6, Part 6.5, Division 1; or information gathering powers under Chapter 7, Part 7.1, Division 3) to the **Titles Administrator** for activities that are preparatory to the exercise or relate to the exercise of the functions or powers of the **Titles Administrator** under *the Act*, other than **Directed Services**.

NOPSEMA means the National Offshore Petroleum Safety and Environmental Management Authority.

NOPSEMA CEO means the Chief Executive Officer of the National Offshore Petroleum Safety and Environmental Management Authority.

NOPSEMA inspector means a **NOPSEMA** inspector appointed under section 602 of *the Act*.

The Act means the *Commonwealth Offshore Petroleum and Greenhouse Gas Storage Act 2006*.

NOPSEMA inspector services means **Directed Services** and **Discretionary Services**

Term means the 5 year period from commencement of the determination unless replaced by a subsequent determination or otherwise terminated by agreement between the Titles Administrator and NOPSEMA.

Titles Administrator means the National Offshore Petroleum Titles Administrator.

3. Administrative Arrangements

The administrative arrangements for the provision of **NOPSEMA inspector services** referred to in this determination will be negotiated and agreed from time to time between the NOPSEMA CEO and the Titles Administrator.

4. Amount due

The amount due as a debit from the National Offshore Petroleum Titles Administrator Special Account for payment to **NOPSEMA** for **NOPSEMA inspector services** will be invoiced quarterly in each year of the **Term** and will be:

- (a) the amount of the Cost Recovery Rate multiplied by the sum of hours worked during any quarter, for **NOPSEMA inspector services**, payable at the end of the quarter in which the services are delivered;

plus

- (b) reimbursement of the cost of all travel, accommodation, meals and other expenses necessarily incurred by **NOPSEMA inspectors** (in accordance with **NOPSEMA Policies**) in performing **NOPSEMA inspector services** during the quarter, payable at the end of the quarter in which the expenses are incurred.

5. Date due

Amounts due under Clause 4 will be transferred as a debit from the National Offshore Petroleum Titles Administrator Special Account to **NOPSEMA** pursuant to section 682 of the Act on the request of **NOPSEMA**.

The amounts shall be transferred no later than 30 days from receipt of the **NOPSEMA** request by the **Titles Administrator**.

6. Disputes as to Amount

If the amounts due are in dispute the amount transferred shall be the amount specified in the request. The dispute will be resolved between the **NOPSEMA CEO** and the **Titles Administrator** and any adjustment arising will be made in the next quarter.

7. Records

For seven (7) years after the services rendered, **NOPSEMA** will maintain complete and accurate records of the services and the hours expended by **NOPSEMA inspectors** pursuant to this determination.

8. Audit Rights

The **Titles Administrator** has the right to audit **NOPSEMA**'s records with respect to the **NOPSEMA inspector services** provided and if this occurs, will promptly provide **NOPSEMA** with a copy of any audit results.