

INTER-GOVERNMENTAL AGREEMENT ON THE NATIONAL PLAN TO COMBAT POLLUTION OF THE SEA BY OIL AND OTHER NOXIOUS AND HAZARDOUS SUBSTANCES

This AGREEMENT is made on the 24th day of May 2002.

BETWEEN

THE COMMONWEALTH OF AUSTRALIA
THE STATE OF NEW SOUTH WALES
THE STATE OF VICTORIA
THE STATE OF QUEENSLAND
THE STATE OF WESTERN AUSTRALIA
THE STATE OF SOUTH AUSTRALIA
THE STATE OF TASMANIA and
THE NORTHERN TERRITORY
("The Parties")

Definitions

"Australian Maritime Group" means the group of representatives from the transport agencies of the Commonwealth, States and Northern Territory.

"Australian Transport Council" means the group of Commonwealth, State and Territory Ministers who have responsibility for transport matters from time to time.

"Combat Agency" means the agency having operational responsibility in accordance with the relevant contingency plan to take action to respond to an oil and/or chemical spill in the marine environment.

"Committee" means the National Plan Management Committee established in accordance with paragraph 3 of this Agreement.

"National Plan" means the National Plan to Combat Pollution of the Sea by Oil and other Noxious and Hazardous Substances.

"Review Report" means the report of the *1999/2000 Review of the National Plan to Combat Pollution of the Sea by Oil and other Noxious and Hazardous Substances* of 30 June 2000 endorsed by the Australian Transport Council on 25 May 2001.

"Standing Committee on Transport" means the heads of the transport agencies of the Commonwealth, States and Territories, or their representatives.

"Statutory Agency" means the State/NT or Commonwealth agency having statutory authority for marine pollution matters in their area of jurisdiction.

Principle

Since its establishment in 1973, the National Plan has been characterised by willing and effective cooperation between key players from both government and industry, and has provided both timely and effective response to actual pollution incidents.

Nothing in this agreement lessens the need to maintain this high level of cooperation between all stakeholders in order to provide timely and effective response to actual pollution incidents, including making available equipment and trained personnel as and when needed.

Recitals:

Whereas

- A. The Parties have agreed to the implementation of the Review Report recommendations concerning the administrative and funding arrangements under the National Plan for responding to oil and chemical pollution in the marine environment;
- B. The Parties agree that the implementation of the recommendations of the Review Report, and the administrative and funding arrangements set out in Schedules 1 and 2 to this Agreement require the establishment and implementation of a cooperative arrangement to ensure that:
 - (i) the national approach to preparedness and response to oil and chemical spills in the marine environment under the National Plan is continued and strengthened, consistent with the recommendations of the Review Report, with the active participation of industry groups wherever possible and with due regard to existing State/NT emergency management arrangements;
 - (ii) the division of responsibility between the Parties is clear in relation to maintaining the national preparedness and response capacity in accordance with the National Plan and to manage associated funding, equipment, and training programs to support National Plan activities;
 - (iii) mechanisms are established to ensure that decision making under the National Plan is cooperative and that the obligations of the Parties under the National Plan are met; and
 - (iv) principles are agreed under which the obligations of the Parties under the National Plan are to be funded.
- C. The Parties note that the Australian Maritime Safety Authority (AMSA), established under the *Australian Maritime Safety Authority Act 1990* as a Commonwealth Authority, is the national safety agency with a primary role in maritime safety, protection of the marine environment and

aviation and marine search and rescue. AMSA is largely self-funded through levies on the commercial shipping industry. AMSA has statutory authority for marine pollution matters within the jurisdiction of the Commonwealth of Australia. One of AMSA's primary areas of responsibility is protection of the marine environment through management of the National Plan.

- D. The Parties are agreed that the elements of the cooperative arrangement are:
- (i) the establishment of a National Plan Management Committee to be responsible for strategic management of the National Plan and to report to the Australian Transport Council through the Australian Maritime Group and the Standing Committee on Transport;
 - (ii) the establishment of a National Plan Operations Group to report to and support the National Plan Management Committee by considering the overall operational aspects of the National Plan;
 - (iii) that the Statutory Agency in each State/NT is to be responsible for the coordination of the local administration and operation of the National Plan;
 - (iv) continuation of AMSA as the managing agency of the National Plan;
 - (v) a Memorandum of Understanding between AMSA and the Australian Institute of Petroleum; and
 - (vi) the establishment of principles under which the obligations of the Parties under the National Plan are to be funded.

NOW IT IS AGREED BY ALL PARTIES AS FOLLOWS:

OPERATION OF THE AGREEMENT

1. The Agreement will commence on the date it is signed by the Commonwealth, the States and the Northern Territory.
2. The Parties will take such action as is provided for by this Agreement and as is otherwise required to achieve the objectives set out above by initiating the administrative acts and procedures provided for by this Agreement, in accordance with the roles and responsibilities set out below.

OPERATION AND FUNCTIONS OF THE COMMITTEES AND STATUTORY AGENCIES

National Plan Management Committee

3. The Parties will establish a National Plan Management Committee to provide advice to the Australian Transport Council on the strategic,

policymaking and funding direction for the National Plan. The functions of the National Plan Management Committee are to:

- (i) provide strategic oversight and direction for the effectiveness and efficiency of the National Plan, including preparedness and response standards;
 - (ii) oversee the ongoing effectiveness of the formal arrangements between key stakeholders and AMSA as National Plan manager;
 - (iii) provide advice to the Australian Transport Council on the collection and distribution of funds for the National Plan, including contributions from the Commonwealth, the States/NT, and shipping industry;
 - (iv) develop and maintain a four-year rolling budget for AMSA's National Plan activities to be submitted for advice each year to the Australian Transport Council;
 - (v) develop, implement and monitor mechanisms to ensure the roles and responsibilities of the stakeholders are clearly understood by all stakeholders in the National Plan;
 - (vi) prepare an annual report to be distributed to all stakeholders on achievement of the National Plan objectives, activities and operations including financial management;
 - (vii) provide advice to AMSA in developing and maintaining international and regional cooperative arrangements for marine pollution response and preparedness; and
 - (viii) perform such other functions as the Australian Transport Council may confer on it from time to time.
4. Membership of the Committee will comprise a senior executive representative (or alternate with equivalent authority) from each of the Parties, AMSA (as National Plan manager) and a representative of each of the following stakeholders to the National Plan:
- (i) Association of Australian Ports and Marine Authorities;
 - (ii) Great Barrier Reef Marine Park Authority;
 - (iii) Australian Institute of Petroleum;
 - (iv) Australian Shipping Federation; and
 - (v) Plastics and Chemicals Industries Association.

5. The Committee will have an independent chair who is not a representative of the Parties or the stakeholders.
6. Each member will bear the costs and expenses incurred in the course of Committee business.
7. The Committee will hold such meetings at least annually, and will hold additional meetings as necessary for the efficient performance of its functions. Meetings may be held by teleconference or videoconference. Notice of meetings and agendas will be given at least one month in advance, unless otherwise agreed by the members. Meetings will not be held unless a majority of State/NT members are able to attend.
8. The Parties will encourage their representatives to provide a whole-of-government perspective, and not just the views of their respective agencies.
9. The Committee will make its reports and recommendations to the Australian Transport Council through the Australian Maritime Group and the Standing Committee on Transport.
10. The Australian Transport Council will be entitled to be notified of and to be given information concerning any matter being dealt with by the Committee. The Australian Transport Council will have the right to refer any matter arising out of or in connection with their marine pollution prevention responsibilities directly to the Committee for consideration.
11. The secretariat for the Committee will be provided by AMSA.

National Plan Operations Group

12. The Parties will establish a National Plan Operations Group to support the National Plan Management Committee by considering the overall operational aspects of the National Plan. The functions of the National Plan Operations Group are to:
 - (i) develop and implement programs to:
 - (a) provide training under the National Plan;
 - (b) coordinate the National Response Team¹ to assist in a response under the National Plan to an oil or chemical spill in the marine environment;
 - (c) monitor National Plan equipment, identify acquisitions to be made by AMSA of National Plan equipment and maintenance of AMSA-owned National Plan equipment;

¹ The National Response Team is a group of trained and experienced personnel from various National Plan stakeholder agencies that is available to provide support across all response disciplines to any National Plan Combat Agency in the event of a major oil pollution incident.

- (d) ensure equipment allocation, compatibility and preparedness to enable a consistent approach to be taken by each Party for the purposes of paragraph 20 of this agreement;
 - (e) test the effectiveness of contingency plans through conducting incident response exercises;
 - (f) maintain support systems under the National Plan, including fixed wing aerial dispersant spraying, risk assessment, the Oil Spill Response Atlas, and the Oil Spill Trajectory Model;
 - (g) support the adoption of new technology and evaluate research and development projects for National Plan funding;
 - (h) address marine environmental issues such as guidelines to determine extent, and restoration of, damage caused by marine pollution incidents;
 - (i) raise community awareness about protection of the marine environment from oil and chemical pollution; and
 - (j) support and give guidance to the implementation of the Oil Spill Response Incident Control System.
- (ii) establish and oversight working groups that are necessary for the National Plan Operations Group to carry out its functions;
 - (iii) assist States/NT to establish and maintain effective communication channels with all relevant stakeholders; and
 - (iv) perform such other functions as the National Plan Management Committee may confer on it from time to time.

13. Members of the National Plan Operations Group will have senior operations management responsibilities within their respective agencies or organisations. Parties to this agreement and the following stakeholders in the National Plan will be represented:

- (i) Australian Marine Oil Spill Centre;
- (ii) Environment and Scientific Coordinators Network;
- (iii) Australasian Fire Authorities' Council; and
- (iv) Association of Australian Ports and Marine Authorities.

14. The National Plan Operations Group will be chaired by AMSA (as National Plan manager).
15. Each member will bear the costs and expenses incurred in the course of National Plan Operations Group business.
16. The National Plan Operations Group will hold such meetings as are necessary for the efficient performance of its functions. Meetings will be held twice yearly or more often as the Operations Group decides is appropriate and where possible will be held before meetings of the National Plan Management Committee. Meetings may be held by teleconference or videoconference. Notice of meetings and agendas will be given at least one month in advance, unless otherwise agreed by the members. Meetings will not be held unless a majority of State/NT members are able to attend.
17. The National Plan Operations Group will make its reports and recommendations to the National Plan Management Committee.
18. The secretariat for the National Plan Operations Group will be provided by AMSA.

State/NT Responsibilities

19. A Statutory Agency in each State and the Northern Territory will be responsible for coordinating the local administration and operation of the National Plan, in accordance with the National Plan Administrative Arrangements, appearing in Schedule 1 to this Agreement. This may be done in consultation with a State/NT Committee and with due consideration to the relevant State/NT emergency management arrangements.
20. The responsibilities of the National Plan State/NT Statutory Agencies will be:
 - (i) administration and operation of the National Plan in the State/NT, including provision of support to the National Plan Management Committee and National Plan Operations Group;
 - (ii) developing and implementing contingency plans for combating marine pollution under the National Plan;
 - (iii) advising and supporting the Combat Agency during the response to a marine oil or chemical pollution incident;
 - (iv) advising AMSA in relation to capital equipment, maintenance and training requirements for that State/NT on an annual basis; and

- (v) ensuring all oil and chemical pollution incidents and reports of oil spill sightings whether confirmed or unconfirmed are reported to AMSA.

FUNDING

21. The Parties agree that the following principles should form the basis under which obligations are funded under the National Plan:

- (i) Preparedness for marine pollution incidents should be funded on the basis of the principle that the potential polluter pays;
- (ii) Response to marine pollution incidents should be funded on the basis of the principle that the polluter pays; and
- (iii) Agencies responding to and incurring costs in relation to pollution incidents where the polluter is not identified, or costs are not recoverable, will be reimbursed by AMSA on the basis of the potential polluter pays, as set out in paragraphs 22 to 29 of Schedule 1 to this Agreement.

22. Each State/NT agrees that, following consultation with the National Plan Operations Group and relevant stakeholders, they will ensure that:

- (i) each oil/chemical terminal and offshore drilling rig/platform within their jurisdiction maintains, either directly or indirectly, an appropriate preparedness and response capacity consistent with the level of risk posed by the terminal, offshore drilling rig or offshore platform;
- (ii) each port within their jurisdiction, including private ports and private terminals within ports, maintains, either directly or indirectly, an appropriate preparedness and response capacity consistent with the level of risk within the port;

23. The Parties agree that any arrangements put in place to provide participation by ports in National Plan activities outside port limits are undertaken on a commercial basis, where such participation is not separately mandated by State/NT legislation.

24. The Parties agree to the specific funding obligations appearing in Schedule 2 to this Agreement.

REVIEW

25. The National Plan Management Committee will report to the Australian Transport Council on an evaluation of the cooperative arrangements contained within this Agreement within 12 months of its commencement

and at regular intervals thereafter as determined by the Australian Transport Council.

26. The Australian Transport Council will decide as soon as practicable after receipt of the report whether this Agreement should continue, be modified or terminated. The Council will make their decision by consensus and, if the decision is to extend, modify or terminate this Agreement, take all necessary steps to give effect to their decision.
27. The Australian Transport Council may at any time review or modify this Agreement and, if they decide by consensus to terminate it, do all that is necessary to terminate it.
28. The National Plan Management Committee may at any time review or modify the Schedules to this Agreement.

SIGNED by the Honourable **JOHN ANDERSON**, Minister for Transport and Regional Services for the Commonwealth of Australia in the presence of –

Richard Michael John Wood,
Department of Transport and Regional Services

signed

SIGNED by the Honourable **PATRICK CARL SCULLY**, Minister for Transport and Minister for Roads of the State of New South Wales in the presence of –

Simon Miller

signed

SIGNED by the Honourable **STEPHEN DOMINIC BREDHAUER**, Minister for Transport and Minister for Main Roads of the State of Queensland in the presence of –

Paul Low

signed

SIGNED by the Honourable **ALANNAH MACTIERNAN**, Minister for Planning and Infrastructure of the State of Western Australia in the presence of –

Paul Joyce

signed

SIGNED by the Honourable **PAUL LENNON**, Minister for Infrastructure, Energy and Resources of the State of Tasmania in the presence of –

Karen M Vadasz

signed

SIGNED by the Honourable **KON VATSKALIS**, Minister for Transport and Infrastructure of the Northern Territory in the presence of –

Margaret Seccafier 27 June 2002

signed

SIGNED by the Honourable **MICHAEL WRIGHT**, Minister for Transport of the State of South Australia Victoria in the presence of

—

Randall Barry



signed

Conditional upon AMSA being responsible for the cost of storage and maintenance of Tier 2/3 equipment held in agreed central and/or regional storage sites and for the replacement of this equipment

SCHEDULE 1

Administrative Arrangements

Application

1. These arrangements will apply to action taken when responding to marine oil and chemical pollution in Australian waters.
2. Arrangements between the Commonwealth and/or State/NT authorities and the Australian Institute of Petroleum with respect to the role of the oil industry and for the mutual use of equipment and expertise are set out in separate agreements.

Division of Responsibility

3. In some cases the Statutory and Combat Agencies will be the same agency.
4. In accordance with the Offshore Constitutional Settlement jurisdictional arrangements, the Statutory Agency responsible for overseeing response action for oil and/or chemical spills other than those from offshore petroleum operations is as follows:
 - (i) within the three nautical mile coastal waters and foreshore areas - the State/NT government's designated Statutory Agency;²
 - (ii) outside the three nautical mile coastal waters and in coastal waters and foreshore areas not within State/NT jurisdiction – the Australian Maritime Safety Authority (AMSA), as the Commonwealth Statutory Agency.
5. In accordance with the *Petroleum (Submerged Lands) Act 1967* and relevant State/NT offshore petroleum legislation, Statutory Agency responsibility for overseeing response actions to pollution events from offshore petroleum operations lies with the relevant State/NT Statutory Agency, or the agent for the Commonwealth in areas of Commonwealth jurisdiction.
6. Combat Agency responsibility for responding to oil and/or chemical spills in various jurisdictions can vary between the States/NT. Generally, the following applies:

² In Queensland, it is recognised that offshore jurisdiction between the Commonwealth and the State is particularly complex as a consequence of the many islands and cays within the Great Barrier Reef and Torres Strait. Jurisdiction in these areas is set out in maps that have been prepared for the purposes of this agreement. These maps are held by the Queensland and Commonwealth Statutory Agencies and should be referred to when determining jurisdiction for incidents in these areas.

For State/NT waters:³

- (i) at oil terminals - the relevant oil company or terminal operator using industry arrangements as required such as the AMOSPlan mutual aid arrangements through the Australian Marine Oil Spill Centre (AMOSOC). Should a situation develop where the necessary response is beyond oil company or terminal resources, responsibility for control will transfer to the Statutory Agency, with response assistance from other National Plan stakeholders as required. Statutory Agencies should enter into predesignated response arrangements with oil terminal operators which clearly specify the agreed division of responsibilities and terms and conditions for transferring control;
- (ii) at chemical terminals - the relevant chemical company or terminal operator under industry arrangements as required such as the Chemsafe Emergency Management Program arrangements under the Plastics and Chemicals Industries Association. Should a situation develop where the necessary response is beyond chemical company or terminal resources, responsibility for control will transfer to the Statutory Agency, with response assistance from other National Plan stakeholders as required. Statutory Agencies should enter into predesignated response arrangements with the relevant Chemical Terminal operators which clearly specify the agreed division of responsibilities and terms and conditions for transferring control;
- (iii) in ports (other than at oil and chemical terminals within a port), the port operator or responsible State/NT authority, as specified in the relevant contingency plan, with assistance from other National Plan stakeholders as required; and
- (iv) within the three mile coastal waters – the responsible State/NT Statutory Agency with assistance from other National Plan stakeholders as required.

For Commonwealth waters:

- (v) beyond the three mile coastal waters - the Commonwealth via AMSA except in those incidents close to shore when oil or chemicals are likely to impact the shoreline. In these circumstances, the State/NT via the Statutory Agency will be the Combat Agency for protecting the coastline while AMSA assumes responsibility for ship operational matters, eg containing the spill within the ship, organising salvage, etc.

For the Great Barrier Reef:

³ In NSW, the Combat Agency for all oil and chemical spills in State waters is the designated Statutory Agency.

- (vi) in the REEFPLAN area of the Great Barrier Reef - Queensland Government via the Queensland National Plan State Committee, with assistance from other National Plan stakeholders as required.

For offshore petroleum operations:

- (vii) for spills emanating from offshore petroleum operations - the relevant oil company with assistance, as required, from the Statutory Agency;
7. In those incidents close to State/NT borders it is essential for high-level consultation and cooperation between the two Statutory Agencies to ensure a clear delineation of responsibility for the response.
 8. The Combat Agency will as soon as possible undertake preventive and clean up action or may request another agency to act on its behalf.
 9. In circumstances where the incident has exceeded or is likely to exceed the capacity of the Combat Agency to respond effectively or the response is not being conducted effectively, the Statutory Agency may assume control of the response.
 10. The Statutory Agency is responsible for the institution of legal proceedings and the recovery of clean up costs on behalf of all participating agencies.
 11. An oil/chemical spill response will be terminated when the Statutory Agency considers that the effective completion of the response is achieved based on expert Combat Agency advice. The Statutory Agency will be responsible for announcing the termination of a response, after consultation with the Combat Agency. These arrangements are to be specified in all contingency plans.

Australian Maritime Safety Authority

12. AMSA's role as managing agency of the National Plan includes:

- (i) maintaining the National Maritime Oil Spill Contingency Plan and the National Maritime Chemical Spill Contingency Plan;
- (ii) providing on-site oil and/or chemical spill operational, technical, environmental and administrative advice and assistance to Statutory and Combat agencies;
- (iii) maintaining a listing of National Response Team members to assist Statutory and Combat Agencies to respond to oil spills in the marine environment;
- (iv) maintaining a national database of trained oil and/or chemical spill response personnel;

- (v) maintaining a national inventory of marine oil and chemical spill response equipment;
- (vi) maintaining uniform standards and testing protocols for oil spill dispersants and other chemical response agents;
- (vii) maintaining a national database of marine oil and chemical spill incidents, collating data provided by State/NT agencies;
- (viii) providing advice regarding setting of standards for equipment, training and implementation of oil and chemical spill responses;
- (ix) providing advice and guidelines for contingency planning and audit of response plans;
- (x) managing the development and delivery of annual and longer term equipment acquisition programs for AMSA-owned equipment;
- (xi) auditing and inspecting response equipment stockpiles and maintenance programs;
- (xii) coordinating and auditing the National Plan training program endorsed by the National Plan Operations Group and delivery of AMSA courses;
- (xiii) reviewing and reporting to National Plan stakeholders on State/NT or industry spill responses and exercises;
- (xiv) managing research and development projects endorsed by the National Plan Operations Group and the dissemination of information on pollution prevention, improved spill response and planning techniques;
- (xv) being accountable for the Commonwealth's responsibilities as outlined in these Arrangements;
- (xvi) managing revenue collected by AMSA for the purposes of the National Plan and expenditure against a four-year rolling budget developed by the National Plan Management Committee, and provision of financial statements to the National Plan Management Committee;
- (xvii) managing the Oil Spill Response Atlas and Oil Spill Trajectory Modelling programs;
- (xviii) providing the Chair to the National Plan Operations Group;

- (xix) represent the interests of National Plan stakeholders in international fora;
- (xx) providing secretariat services to the National Plan Management Committee and the National Plan Operations Group; and
- (xxi) administering and enforcing Commonwealth legislation.

Responsibility for overall coordination of a major spill

13. Statutory Agencies will each nominate one or more senior persons authorised to act as Marine Pollution Controller with overall responsibility for ensuring that a response to a major incident within their relevant jurisdiction, as defined in paragraphs 4, 5 and 6 of this Schedule, is managed and coordinated appropriately. This includes coordinating the delivery of all available combat resources both in Australia and, where necessary, from overseas.
14. The nominated persons (Marine Pollution Controller) will have authority to direct response and clean up arrangements at a high management level and will be responsible for high level liaison with Ministers as well as senior government and industry representatives.

Equipment

Ports, terminals, rigs and platforms

15. Consistent with the funding principles set out in this Agreement, States/NT and the Commonwealth will each ensure that ports, terminals, rigs and platforms will ensure a first-strike capacity is provided to respond to oil spills within their declared areas of operation. This capacity may be provided directly by the operator, or as a service to the operator by a separate organisation. This first strike capacity will generally involve the provision of Tier 1 (up to 10 tonnes) type spill equipment and capacity for its effective operation, although there may also be circumstances where a greater or lesser capacity would be appropriate.⁴
16. State/NT Statutory Agencies, in consultation with the relevant terminal, port, rig or platform operator, will determine the required first strike capacity for these operations, having regard to the individual circumstances. The National Plan Operations Group is to be consulted when determining appropriate capacity.
17. The equipment employed will be compatible with national standards and/or criteria established for National Plan equipment by the National Plan Operations Group. AMSA is available to assist stakeholders in determining equipment compatibility.

⁴ Some States/NT have legislation requiring ports to respond to oil spills in coastal waters adjoining the State, for which ports receive appropriate regulatory fees.

Transitional Arrangements

18. For the purposes of paragraph 15 of this Schedule, AMSA will transfer ownership of first strike equipment to the States/NT or their nominees at no cost. The National Plan Operations Group will determine the distribution of this first strike equipment, considering equitable arrangements, gaps arising from risk analysis, and age and condition of equipment. The cost for any identified shortfall in equipment or equipment repair will be met from the National Plan.

Australian Maritime Safety Authority

19. Regional resource centres of equipment and material for use in the response, containment, monitoring and clean up of marine pollution will be maintained by AMSA in accordance with this agreement.
20. The contents of the resource centres will be determined by the National Plan Operations Group based on recommendations from Statutory Agencies and taking into consideration national priorities and equipment held by ports, terminals, rigs and platforms, and the Australian Marine Oil Spill Centre. All stakeholders will be kept informed of any significant changes to the contents of the resource centres.
21. AMSA will maintain a database of all National Plan equipment. This database will be available for use by all National Plan stakeholders. States/NT and industry will keep AMSA informed of detailed holdings/movements in order that national pollution equipment database records can be maintained accurately.

Costs and Expenses

22. Where a marine oil and/or chemical pollution incident occurs detailed records will be kept of all operations (use of personnel, equipment, etc). When relevant, the Protection and Indemnity Club representative is to be notified as soon as possible and kept advised of oil spill response strategy and general operations.
23. Subject to paragraphs 24 to 29 of this Schedule, AMSA will replace consumable materials used and reimburse the reasonable costs and expenditure incurred by a Statutory or Combat Agency and any assisting agency in the prevention and clean up of marine pollution from ships where the value of the materials and total reasonable costs and expenditure incurred in responding to oil spills during a financial year exceeds \$5000. This figure is to be indexed in accordance with CPI, and will increase by increments of \$1000 at appropriate intervals. Where response costs in respect of a single incident exceed \$5000 and the polluter cannot be identified, AMSA will also reimburse the first \$5000.

24. Costs and expenditure relating to oil and hazardous substances spill monitoring that will be reimbursed by AMSA is restricted to Type 1 monitoring. Type 1 monitoring is defined as the collection of information about the oil and hazardous substances spill, in particular the extent and quantity of contamination and effectiveness of clean-up for the purposes of aiding decision making during shoreline clean-up and on-water operations. Reimbursement of costs and expenditure by AMSA will be limited to those incurred during the incident.
25. For the purpose of paragraph 23 of this Schedule, costs and expenditure which will not be reimbursed by AMSA includes;
- (i) post spill monitoring (other than Type 1 monitoring referred to in paragraph 24 of this Schedule) and environmental impact assessment;
 - (ii) the cost of patrol, search and surveillance or other activities not directly related to a particular incident, actual or reported;
 - (iii) a payment, other than the premium for insurance directly relevant to persons involved in a particular incident, made pursuant to legislation relating to workers' compensation; or
 - (iv) the payment of compensation or damages for the death or injury to a person or the loss of or damage to property;
 - (v) legal costs associated with action other than recovery of clean up costs.
26. For the purposes of paragraph 23 of this Schedule, the State/NT Statutory Agency will furnish AMSA with a report of every incident which will include details of:
- (i) the methods used to determine whether the pollution came from a ship source;
 - (ii) the preventative and clean up measures taken; and
 - (iii) the equipment, dispersant and other materials used and costs and expenses incurred.
27. In any case to which paragraph 23 of this Schedule is applicable, and to the extent it is practicable to do so, the State/NT Statutory Agencies will take such steps as are available to them, including the institution of criminal or civil proceedings, for recovery from the owner or the master of the ship which caused the oil and/or chemical pollution of the costs and expenses incurred in the preventative and clean up measures (including costs and expenses incurred by a Statutory Agency on its behalf or an assisting agency). Hire charges for National Plan equipment should be in accordance with the rates advised by AMSA as updated from time to time. Any amount recovered by a State/NT Statutory Agency pursuant to this paragraph will be deducted from the amount payable by AMSA to that agency pursuant to this paragraph or, if the agency has already been paid the full amount of such costs and expenses, the agency will pay the amount it has recovered to AMSA.
28. State/NT Statutory Agency will use best endeavours to recover all reasonable costs incurred in responding to an incident in its jurisdiction.

AMSA will assist the State/NT by providing advice on making claims, format etc. AMSA will be responsible for recovery of all costs incurred in assisting the State/NT to respond to the spill. This includes, but is not limited to, all AMSA direct costs and the costs of any assistance provided or arranged by AMSA under National Plan arrangements such as transport of National Plan, industry or overseas equipment and the provision of National Response Team, or overseas personnel involved in the response. Unless an agreement is reached with the shipowner and the insurer in respect of a specific incident, all accounts will be lodged with the shipowner.

29. Where the costs of clean up for any one incident exceed \$20,000, the responsible Statutory Agency may seek reimbursement from AMSA for analysis of oil and chemical spill samples and legal costs not otherwise recoverable which have been incurred in the effort to recover clean up costs. On receipt of documented claims AMSA will meet these reimbursement costs. This does not include legal costs incurred in mounting a prosecution, which will be the responsibility of the appropriate State/NT or Commonwealth Government depending on jurisdiction of the area of the spill.

Training

30. Training will be conducted by National Plan stakeholders at three levels:

Level 3 - senior government and industry personnel responsible for high level decision making in the management of oil or chemical spill incidents;

Level 2 - middle management personnel responsible for managing the operational response, eg incident controllers, their deputies and environment and scientific coordinators, and Fire Brigade (Hazardous Materials) specialists;

Level 1 - operator level personnel, i.e. those undertaking on-site clean-up operations. In a major incident this would also include supervisors appointed as site managers.

31. The National Plan training program will be developed and overseen by the National Plan Operations Group.
32. AMSA will meet the reasonable cost of airfares and course fees for State/NT Statutory Agency nominees to attend courses run by AMSA as part of the training program.

SCHEDULE 2

Funding Arrangements

Australian Maritime Safety Authority

1. The Australian Maritime Safety Authority (AMSA) is largely self-funded through levies on the commercial shipping industry. AMSA will manage the

National Plan against a four-year rolling budget developed and maintained by the National Plan Management Committee and submitted for advice each year to the Australian Transport Council. AMSA will provide for a range of programs to support National Plan activities, as set out in paragraphs 3 to 14 below.

Administration of the National Plan by AMSA

2. AMSA will meet the administrative costs associated with management of the National Plan. This includes AMSA staffing costs, travel and transport, communications expenses, and depreciation.

Equipment

3. AMSA will purchase equipment for incident response, in accordance with a four year rolling oil spill response capital program developed by the National Plan Operations Group. This equipment will not include first strike equipment for offshore petroleum operations, terminals and ports.
4. AMSA will develop and implement an annual equipment maintenance program and pay reasonable storage costs for equipment held by AMSA in central and regional stockpiles.
5. AMSA will develop and implement an annual equipment audit program for equipment held by AMSA in central and regional stockpiles, or held on long term loan by the States/NT.
6. AMSA will maintain the Marine Oil Spill Equipment System (MOSES) that provides information on equipment held by AMSA, States/NT and industry.

Training

7. AMSA will fund and coordinate the AMSA Oil Spill Management Courses (Level 2 course) and State Marine Pollution Controller Courses (Level 3 course) to meet the requirements of the National Plan.

National Plan Biennial Exercise

8. AMSA will provide funding assistance to facilitate the development and delivery of a major biennial exercise by AMSA, States/NT and industry to test response plans, procedures and arrangements. Such assistance will be determined on a case-by-case basis in consultation with the National Plan Operations Group.

Fixed Wing Aerial Dispersant Capability (FWADC)

9. AMSA will manage the operational delivery of the national fixed wing aerial dispersant capability and the administrative functions associated in maintaining the capability.

Dispersants

10. AMSA will develop, maintain and fund a rolling program to provide for the purchase and storage of oil spill dispersants for Tier 2 and 3 incidents.

Incident Cost Recovery

11. AMSA will replace consumable materials used and reimburse the costs and expenditure incurred by a State/NT Statutory or Combat Agency and any assisting agency in the prevention and clean up of marine pollution from ships, in accordance with Schedule 1 to this Agreement.

Research and Development

12. AMSA will fund research and development projects agreed by the National Plan Operations Group and approved by the National Plan Management Committee.

Oil Spill Response Atlas (OSRA)

13. AMSA will manage the OSRA program and provide annual funding to allow the State/NT to ensure existing data remains current and to add additional data as necessary, as specified in the Oil Spill Response Atlas strategy agreed by the National Plan Operations Group.

Oil Spill Trajectory Model (OSTM)

14. AMSA will manage and provide annual funding for the OSTM program.

States/NT

15. The States/NT will maintain and administer State/NT contingency plans, in accordance with obligations set out in this agreement, and provide a range of programs to support National Plan activities, as set out in paragraphs 16 to 21 below.

Equipment

16. States/NT will administer an appropriate preparedness and response capacity at oil/chemical terminals, offshore drilling rigs/platforms and ports within their jurisdiction in accordance with paragraphs 15 to 17 of Schedule 1 to this Agreement. This will include appropriate arrangements for equipment maintenance and audits. States/NT will give due regard to principles developed by the National Plan Operations Group.
17. States/NT will provide regular updates of equipment held by the State/NT to AMSA to ensure the Marine Oil Spill Equipment System (MOSES) is accurate.

Training

18. States/NT will be responsible for the delivery of Equipment Operator Courses (Level 1 Course), Shoreline Cleanup Courses and Oil Spill Administration Courses to meet the requirements of the State/NT.

Exercises

19. States/NT will provide funding and personnel as appropriate to assist in the development and delivery of a major biennial exercise by AMSA, State/NT and industry to test response plans, procedures and arrangements. AMSA will reimburse the costs of the airfares of States/NT personnel who are involved in the planning and umpiring of a biennial exercise.
20. States/NT will arrange, conduct and bear the cost of exercises required by the NT/State Statutory Agencies.

Oil Spill Response Atlas

21. States/NT will ensure existing OSRA data remains current and carry out the functions specified in the strategy endorsed by the National Plan Operations Group.