

**THE EXECUTIVE DIRECTOR OF THE  
AUSTRALIAN TRANSPORT SAFETY BUREAU**

- and -

**THE SECRETARY TO THE DEPARTMENT OF INFRASTRUCTURE**

- for -

**THE INVESTIGATION OF RAIL SAFETY OCCURRENCES IN  
VICTORIA**

**MEMORANDUM OF UNDERSTANDING**

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**“Investigation Team”** means all persons and/or organisations participating in an Investigation as Team Members;

**“Lead Investigator”** means a person charged with the responsibility to conduct and control an ATSB Investigation and to produce an Investigation Report;

**“Occurrence”** where it is used in relation to an ATSB Investigation, means a Transport Safety Matter as defined by section 23 of the TSI Act. When the term is used in relation to a Rail Safety Regulator’s investigation, it means an accident or incident that can be investigated under section 129U or inquired into under section 129UA of the TA 1983;

**“Occurrence Site Manager”** means the representative of the accredited organisation responsible for managing the Occurrence site;

**“Operator”** means a person who is responsible, whether by reason of ownership, control or management, for the operation of rolling stock on the railway, or for the purposes of the railway;

**“Rail Safety Regulator”** means the Secretary under the TA 1983 or the person who holds the office of Director, Public Transport Safety (or similar title and as appointed from time to time) to whom the Secretary has delegated his or her powers or functions under Part VI of the TA 1983;

**“Responsible Person”** has the meaning provided by Regulation 4.4 of the *Transport Safety Investigation Regulations 2003*, namely:

- (a) a crew member of the rail vehicle concerned;
- (b) the owner or operator of the rail vehicle;
- (c) the track access provider that manages the railway network on which the reportable matter occurred;
- (d) a person performing a railway control service in relation to the rail vehicle;

**“Team Member”** means a member of an Investigation Team;

**“TA 1983”** means the *Transport Act 1983* (Victoria);

**“Transport Safety Matter”** has the meaning given in section 23 of the *Transport Safety Investigation Act 2003*;

**“TRSR 1998”** means the *Transport Rail Safety Regulations 1998* (Victoria);

**“TSI Legislation”** means the *Transport Safety Investigation Act 2003*, the *Transport Safety Investigation (Consequential Amendments) Act 2003* and the *Transport Safety Investigation Regulations 2003* (“Commonwealth”);

**“Victorian DIRN”** means that portion of the DIRN that is within Victoria.

2.4. In this MoU, unless the contrary intention appears:

- (a) a reference to a party is a reference to a party to this MoU;
- (b) a reference to a clause is a clause of this MoU;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer; and
- (d) Annexures A, B and C to this MoU do not form part of the MoU. Annexures A and B provide guidance material. The ATSB undertakes to provide the Rail Safety Regulator with any amendments to the material in these Annexures as soon as amendments are made. Annexure C provides details for the provision of notices in accordance with the MoU. The parties shall notify each other in writing within 2 days of the change occurring.
- (e) If there is any inconsistency between clauses of this MoU and its Annexures, the clauses of the MoU will prevail.

### **3 Notification of Occurrences**

#### **3.1. Occurrences on the Victorian DIRN**

- (a) The Rail Safety Regulator agrees to notify the ATSB as soon as reasonably practicable of any Transport Safety Matter on the Victorian DIRN that they are made aware of by any Responsible Person.
- (b) The Responsible Person will normally be required to copy the Occurrence report to both the Rail Safety Regulator and to the ATSB.
- (c) In the event that the Rail Safety Regulator has been made aware of a Transport Safety Matter and is unable to notify the ATSB within a reasonable time then the Rail Safety

Regulator agrees to instruct the Responsible Person to notify the ATSB directly, as soon as reasonably practicable.

- (d) In the event that an Occurrence on the Victorian DIRN is reported to the ATSB by a source other than the Rail Safety Regulator, the ATSB agrees to notify the Rail Safety Regulator as soon as practicable.

### 3.2. Investigation Status of Occurrences on the Victorian DIRN

- (a) Following advice of a Transport Safety Matter that has taken place on the Victorian DIRN, the ATSB agrees to inform the Rail Safety Regulator, as soon as practicable whether the ATSB intends to investigate that Occurrence and keep the Rail Safety Regulator informed of the status of any potential Investigations that it may initiate.
- (b) The ATSB will apply the ATSB Policy Guidelines, for the Investigation of Rail Safety Occurrences on the DIRN as to the degree of safety value the Investigation may yield and what resources will be put into such an Investigation.
- (c) The Rail Safety Regulator can require the track manager and rail operator to take remedial safety actions prior to the ATSB making a decision about whether to investigate or commence the Investigation process.
- (d) The ATSB has the power to make recommendations to the Rail Safety Regulator regarding an Occurrence on the Victorian DIRN but recognises that it cannot enforce its recommendations.
- (e) Where it is relevant to the Rail Safety Regulator and where the ATSB is legally entitled to do so, the ATSB agrees to keep the Rail Safety Regulator informed as to the status of any discussions or actions taken between the ATSB and the track manager, operator or other interested party regarding an Occurrence on the DIRN.
- (f) Nothing in this MoU prevents the ATSB from reversing a decision not to investigate an Occurrence on the Victorian DIRN. If the ATSB decides to investigate an Occurrence it has previously declined to, the ATSB will immediately provide written notice to the Rail Safety Regulator providing reasons for its reversal of decision.
- (g) The Rail Safety Regulator may request that the ATSB undertake an Investigation of an Occurrence on the Victorian DIRN, which the ATSB has previously declined to investigate.

## 4 Investigation Process

### 4.1. ATSB Investigation:

- (a) The ATSB agrees to invite a representative of the Rail Safety Regulator to participate as a Team Member in any ATSB Investigation of an Occurrence in Victoria.
- (b) The Rail Safety Regulator may accept or decline an invitation referred to in clause 4.1(a).
- (c) Participation by the representative of the Rail Safety Regulator will be to the extent necessary to enable all underlying factors of ATSB Investigation to be determined.
- (d) The Rail Safety Regulator will notify the ATSB of its representative in the ATSB Investigation.
- (e) In the event that the Rail Safety Regulator accepts an invitation referred to in clause 4.1(a), the ATSB will as soon as practicable provide the Rail Safety Regulator with the names of the Lead Investigator and any other proposed members of an Investigation Team.
- (f) Representatives of the Rail Safety Regulator who are members of an ATSB Investigation Team will be provided with relevant delegations, must comply with directions given by the Lead Investigator and will be required to:
  - (i) abide by ATSB investigatory protocols;
  - (ii) sign a participation agreement;
  - (iii) maintain ongoing commitment to the Investigation including on-site and off-site phases of Investigation;
  - (iv) be able to act independently of organisations they may represent so as to be impartial in their Investigations; and
  - (v) report any conflict of interest or perceived conflict of interest that they may have including any arising under the ATSB's *Standards of Conduct for ATSB transport safety investigators*.
- (g) The ATSB will be responsible for its own Costs in conducting an ATSB Investigation.

- (h) In the event that a representative of the Rail Safety Regulator is invited by the ATSB to participate in an ATSB Investigation because of an identified need for that representative's skills and expertise in investigating a particular Occurrence, the ATSB will pay that representative's reasonable Costs of participating. In all other circumstances where a Rail Safety Regulator's representative participates, the Rail Safety Regulator will meet its representative's Costs of participating.
- (i) When investigating an Occurrence in Victoria, the ATSB will accept the current site management arrangements that are part of any safety management system of an Accredited Manager of Rail Infrastructure and the ATSB will liaise with the Accredited Manager of Rail Infrastructure regarding any issues that may assist with or compromise the ATSB Investigation.
- (j) Based on ATSB directions necessary for the Investigation, the parties will agree as to how initial preservation and collection of evidence is carried out at the accident site.
- (k) The ATSB Investigators are to be escorted by suitably qualified personnel while on the Occurrence site unless otherwise agreed to by the Occurrence Site Manager.
- (l) The ATSB Investigators will seek a briefing from the Occurrence Site Manager as to the following matters:
  - (i) all events leading up to the Occurrence as are known at that time;
  - (ii) evidentiary material and information collected or recorded with assurance that all perishable evidence is not lost or will be preserved or recorded;
  - (iii) all initial response activities that have taken place;
  - (iv) details of witnesses interviewed and those yet to be interviewed, including copies of any notes or statements taken;
  - (v) details of key personnel on an Occurrence site;
  - (vi) any safety issues;
  - (vii) any site support issues such as first aid, counselling, catering, meals;
  - (viii) estimation of time when normal services can be restored.
- (m) While conforming to confidentiality and legal requirements the ATSB will seek to:
  - (i) notify the Rail Safety Regulator in writing as soon as reasonably practicable, as to the collection of types of evidential material in its possession, relevant to the ATSB Investigation and will notify the Rail Safety Regulator of any intention to destroy the same so that the Rail Safety Regulator may take steps to secure the same if necessary for the purposes of its own Investigation or any other inquiry.
  - (ii) provide evidential material, upon receiving a written request, when no longer required by the ATSB; and
  - (iii) provide access to evidentiary material for observation, evaluation or testing by the Rail Safety Regulator including attendance by the Rail Safety Regulator to view the testing and examination of evidentiary material, coordinated or conducted by the ATSB
- (n) The ATSB may request in writing that the Rail Safety Regulator make available as soon as reasonably practicable, copies of any information relevant to the ATSB Investigation, and the Rail Safety Regulator agrees to comply with such a request to the extent that it is legally entitled.
- (o) Both parties undertake to encourage the exchange of views and technical information without being inhibited by cost recovery considerations.

#### 4.2. Rail Safety Regulator Investigation

- (a) The Rail Safety Regulator may conduct an independent Investigation of an Occurrence ("RSR Investigation").
- (b) The Rail Safety Regulator may invite the ATSB to lead or participate in the RSR Investigation, and the ATSB may accept or decline the invitation.
- (c) The ATSB may request participation in any RSR Investigation and the Rail Safety Regulator may accede to or reject that request.
- (d) ATSB Team Members must comply with any lawful directions given to them by the investigator of a RSR Investigation.
- (e) Where the ATSB participates in an RSR Investigation at the invitation of the Rail Safety Regulator, its reasonable Costs of participating will be paid by the Rail Safety Regulator.

- (f) In the event that the ATSB requests that it participate in a RSR Investigation then the ATSB will bear its own Costs of participation.
- (g) The Rail Safety Regulator may request in writing that the ATSB make available to its investigator, copies of information in the form of documents or evidentiary material relevant to an RSR Investigation and, to the extent that it is legally entitled, the ATSB will seek to comply with this request as soon as reasonably practicable.

#### 4.3. **ATSB and Rail Safety Regulator to Work in Cooperation.**

- (a) The ATSB and the Rail Safety Regulator agree to work in cooperation concerning the conduct of Investigations, including participating in Investigations conducted by each other.
- (b) The parties acknowledge that the Rail Safety Regulator may be directed by its Minister to conduct a separate Investigation or inquiry.
- (c) Where the ATSB and Rail Safety Regulator intend to undertake separate Investigations they will promptly advise each other and discuss and resolve any matters in accordance with clause 6 of this MoU.
- (d) It is agreed that where the ATSB exercises its discretion to investigate a Transport Safety Matter, the Rail Safety Regulator will not normally conduct an independent investigation.
- (e) After taking into account paragraph 4.3(d) above, should the Rail Safety Regulator decide to conduct an investigation into a Transport Safety Matter, the ATSB will not normally conduct a parallel investigation.

## **5 Preparing and Releasing ATSB Investigation Reports**

- 5.1. After an ATSB Investigation is complete the ATSB must publish by electronic or other means, an Investigation Report.
- 5.2. The ATSB agrees that:
  - (a) prior to publishing an Investigation Report, it will forward a draft confidentially to the Rail Safety Regulator for comment and the Rail Safety Regulator may forward written submissions to the ATSB.
  - (b) for Investigations undertaken outside the TSI Act, the ATSB recognises the right of the Rail Safety Regulator to have any substantive views properly documented in the ATSB's final Investigation Report including the ATSB's reasons for accepting, partly accepting or rejecting such a view. For investigations under the TSI Act, the ATSB will seek to properly reflect any substantive views of the Rail Safety Regulator in its final Investigation Report subject to any confidentiality constraints. Agreed views will be incorporated in the text with substantive disagreements in a footnote or annex. Should the ATSB have concerns regarding the publication in its final Investigation Report of any of the Rail Safety Regulator's substantive views, the ATSB will consult with the Rail Safety Regulator, in accordance with clause 6 of the MOU, to seek a resolution of the matter prior to publishing the ATSB's final Investigation Report.
  - (c) where appropriate, it will seek clarification or further evidence from the Rail Safety Regulator in order to make an informed decision on any submissions.
  - (d) it will ensure that the Rail Safety Regulator is aware of the content of the Investigation Report, in its final form, prior to its publication.
  - (e) If there is disagreement between the parties as to the content of the Investigation Report, the parties will resolve any issues in accordance with clause 6 of this MoU before publication in any form takes place.
  - (f) the Rail Safety Regulator may make any use of the Investigation Report that it requires.
- 5.3. The Rail Safety Regulator agrees that where an ATSB recommendation is directed to a Rail Safety Regulator, the Rail Safety Regulator will provide a written response as soon as practicable. The response is to contain clear statements of acceptance, partial acceptance or rejection of the recommendation. Where the Rail Safety Regulator accepts or partly accepts the recommendation, the response will also contain information detailing the timetable and procedures for addressing the recommendation. Where the Rail Safety Regulator accepts or partly accepts the recommendation, the response will advise why it rejects the recommendation or part of the recommendation.

## **6 Communication Between the Parties**

- 6.1. The ATSB and the Rail Safety Regulator and each of their respective staff may communicate with each other at any time regarding issues considered to be of mutual interest which pertain to this MoU.
- 6.2. In the event that an issue is not resolved in accordance with clause 6.1 or a dispute arises between the ATSB and the Rail Safety Regulator in relation to this MoU, the ATSB and the Rail Safety Regulator will, as soon as practicable, discuss the matter to reach a consensus.
- 6.3. The ATSB and the Rail Safety Regulator agree to have regular contact at intervals of not more than 12 months to:
- (a) discuss the progress of Investigations including safety issues arising from the Investigations;
  - (b) discuss matters relating to this MoU; and
  - (c) discuss other safety Investigation matters as agreed.

## **7 Termination or Variation of MoU**

- 7.1. Any party may terminate this MoU by notice in writing to the other party.
- 7.2. The parties may vary the terms of this MoU if both parties sign and agree in writing to do so.
- 7.3. The parties will formally review this MoU after three years from the date of execution, failing which it will remain in force in its present terms (as varied from time to time by the parties) unless terminated in accordance with clause 7.1.

## **8 Miscellaneous**

- 8.1. Subject to clause 8.2, nothing in this MoU prevents public comments being made by the Rail Safety Regulator or the ATSB on matters arising from an Investigation.
- 8.2. Although the parties agree that the ATSB may be responsible for initial contact with the media and subsequent briefings regarding the ATSB's Investigation, this does not prevent the Secretary to the Department of Infrastructure, the Rail Safety Regulator or the Victorian Minister for Transport from making general statements at any time to the media or to Parliament in relation to any safety, or other issues, arising from an Investigation conducted by either party.

## **9 Enforceability**

- 9.1. This MoU is not legally binding and the parties cannot seek any legal redress in any Court of any jurisdiction in respect of any part of this MoU.

## **10 Counterparts**

- 10.1. This MoU may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

## **11 Notices**

- 11.1. Notices to be provided under this MoU shall be provided in accordance with Annexure C to this MoU.

Executed by:

Executed by:



KYM BILLS  
Executive Director  
Australian Transport Safety Bureau

Date: 3 / 9 /2004



HOWARD RONALDSON  
Secretary  
Department of Infrastructure

Date: 9 / 9 /2004

## ANNEXURE A

### ATSB POLICY GUIDELINES FOR THE INVESTIGATION OF RAIL SAFETY OCCURRENCES ON THE DIRN

The ATSB is resourced each year to undertake a finite number of more complex and medium complexity rail investigations on the Defined Interstate Rail Network (DIRN). It is acknowledged, however, that an occurrence with a large number of deaths (not including an occurrence that was primarily a road accident) would represent a 'major accident' and supplementary funding may be required.

In categorising rail accidents and incidents and selecting which of those the ATSB should investigate, the decision-makers must consider:

1. The potential safety value that may be gained by conducting an investigation;
2. On board fatalities and/or serious passenger injuries;
3. The public profile of the occurrence;
4. The extent of resources available and projected to be available; and, in the event of conflicting priorities,
5. Any risks associated with not investigating; and
6. The requirement under s21(2) of the TSI Act for the Executive Director to publish reasons (justification) for discontinuing an investigation where an investigation has already commenced.

The following broad hierarchy should also be taken into account when making the decision to initiate and categorise an investigation:

1. Passenger operations;
2. Freight and other commercial operations; and
3. Non-commercial operations.

The decision to investigate will also have regard as to whether, in the absence of an ATSB investigation, a credible safety investigation is likely.

In view of these considerations, initiation of a formal ATSB investigation can only be made at or above Team Leader level after discussion and agreement with the Deputy Director and/or Director and Executive Director. Each investigation will be categorised on a scale of 1 –5 (see below).

Following the initial assessment of an occurrence a decision will be made whether or not to conduct a field investigation. Unless otherwise agreed by the Executive Director, all occurrences will initially be categorised at level 4. Subsequently an investigation may be upgraded or downgraded. The decision to upgrade (and commit extra resources) or to downgrade must be made at deputy Director level or above after discussion with the Director and/or Executive Director. Any decision to discontinue an investigation must be endorsed by the Executive Director.

In relation to any ATSB investigation requested under state or NT legislation the Executive Director's approval to initiate the investigation is required. Where the ATSB reviews an investigation undertaken by another credible body (eg an independent investigation commissioned by a state rail regulator or the ARTC) and wishes to publish the report in the interests of future safety and permission to do so is given, such a report could be published by the Executive Director under the TSI Act with proper attribution.

The following guidance on the categorisation of rail occurrences is intended to serve as a suggested starting point based on initial information. In addition, this guidance is not intended to cover all possible scenarios but illustrates a broad range of typical events. It is expected that judgment will be required in order to categorise some events which do not neatly fit these categories or where the circumstances, potential safety value and available resources suggest that they should be assigned a different category.

### CATEGORY 1

- An *accident* involving one or more trains resulting in large scale fatalities and serious injuries, property damage and intense public interest.

### CATEGORY 2

- An *accident* involving one or more trains with 5 or more fatalities (except where it is primarily a road accident) plus serious injuries, property damage and intense public interest.

### CATEGORY 3

- An *accident* involving one or more trains with less than 5 fatalities (except where it is primarily a road accident), serious injuries and property damage.
- An *accident* involving one or more trains with serious injuries and property damage (except where it is primarily a road accident) where there was a significant risk of fatalities or serious injuries ('on-train' or 'off-train'), substantial property damage and a substantial commitment of investigative resources is likely to significantly mitigate the possibility of future accidents.
- A *serious incident* involving one or more trains and/or failure of a safety management system where there was a significant risk of multiple fatalities and serious injuries and a substantial commitment of investigative resources is likely to significantly mitigate future passenger train accidents.
- An *accident* involving one or more trains at an active level crossing where an investigation is likely to significantly mitigate future accidents.
- Occurrences indicating a trend that may involve serious safety deficiencies.

### CATEGORY 4

- An *accident* involving one or more trains without fatalities or serious injuries and without substantial property damage where investigation is likely to contribute to mitigating future accidents.
- A *serious incident* involving one or more trains and/or failure of a safety management system where a limited commitment of investigative resources could contribute to mitigating future accidents.
- An *accident* involving one or more trains at a passive level crossing where a limited commitment of investigative resources could mitigate future accidents.
- Any other significant safety occurrence not included in the preceding categories.

### CATEGORY 5

- An *accident* or *serious incident* where another competent body will be conducting an investigation and available resources do not allow for an ATSB investigation.
- An *accident* involving one or more trains without fatalities where the potential safety lessons do not, after initial review, justify the commitment of investigative resources within available funds. Data will be filed for statistical purposes
- An *accident* involving one or more trains with 'off-train' fatalities at a passive level crossing which is primarily a road accident.
- A *accident* or *serious incident* involving one or more trains and/or failure of a safety management system where the potential safety lessons do not, after initial review, justify the commitment of investigative resources. Data will be filed for statistical purposes.

**Note:** Fatalities do not include suicides or 'train surfers'

## ANNEXURE B

### ATSB'S STANDARDS OF CONDUCT FOR ATSB TRANSPORT SAFETY INVESTIGATORS

The ATSB code of ethical conduct complements current Public Service and Departmental rules and procedures and defines what constitutes professional behaviour for transport safety investigators.

Everyone in the ATSB is bound by the *Public Service Act 1999*. *The Public Service Act 1999*, in part, requires that an employee disclose and take reasonable steps to avoid, any real or apparent conflict of interest in connection with APS employment.

When undertaking an investigation, ATSB investigators have considerable statutory power to respond to the needs of the government and the community with respect to transport safety. Consequently, investigators must ensure that their personal standards of conduct and actions conform to the values established within the Public Service and would be able to withstand public scrutiny.

As the transport investigatory agency, ATSB and its staff must be independent of the transport industry and be seen to be so. At no time should staff members involved in an investigation, as a team member or involved in the review process, be seen as being too close to any participant, company or organisation, including other government agencies. At the same time, however, the bureau must establish and maintain good relationships with the organisation and the individuals in the wider industry. Consequently, if an investigator has worked for a company or organisation that is the subject of an ATSB investigation:

- within the preceding twelve months, that investigator cannot normally be a member of the investigation team; or
- within the preceding 2 years that investigator cannot normally be an investigator-in-charge (IIC) of the investigation.

An investigator who is delegated the investigation of a high profile occurrence where there is the potential for a real or apparent conflict of interest, or who has relevant background of a potentially controversial type (eg prior employment with the body being investigated) must immediately inform a Team Leader. The Team Leader is to inform the appropriate Deputy Director of the real or apparent conflict.

If operational requirements of the ATSB require the investigator who may be perceived to have a conflict of interest, to investigate the occurrence, a written declaration by the investigator must be placed on the investigation file together with the Director Safety Investigations and/or Executive Director's agreement to continue with the investigator being involved in the investigation.

During a very high profile investigation, consideration will be given to placing a statement on the ATSB website concerning any relevant background of investigators involved that could be misperceived as a potential conflict. This is to ensure transparency so that the independence of the investigation is not brought into question by a subsequent inquiry.

To assist investigators to apply sound ethical judgment, the following specific guidance is provided. ATSB investigators must:

- act in accordance with laws, regulation, determinations, industrial awards and agreement, and departmental instructions which are applicable to the performance of their duties, and the administrative and legal measures established to enhance accountability;
- perform their official duties honestly, faithfully and efficiently;
- exercise due diligence, care and attention and at all times seek to achieve high standards in the discharge of their duties;
- avoid waste, abuse and extravagance in the provision or use of public resources;
- expose fraud and corruption of which the office becomes aware;
- not bring their employer into disrepute through their private activities;
- ensure that the rights of the public, the industry and their colleagues are respected;

- ensure that all advice provided to ATSB stakeholders is honest, impartial and comprehensive. An individual holding strong personal beliefs on certain issues should manage the potential dilemma to prevent any conflict with their official duties;
- ensure that their official powers and position are not used improperly for personal advantage and that any conflict between personal interests and official duty that may arise is resolved in favour of the public interest;
- declare any gifts received or services provided, such as cockpit travel in accordance with Departmental and any other ATSB policy;
- use the best available expertise and technology, to ensure that all items presented as facts or physical evidence during an investigation have been checked as far as is practicable for validity;
- ensure that each item of information leading to fact determination is properly documented for possible future re-examination and analysis;
- pursue avenues of fact to assess potential safety action, whether specific to the particular occurrence or applicable to a wider application;
- remain open minded to the introduction of new evidence or opinions as to interpretation of facts as determined through analysis and be willing to reassess one's own findings accordingly; use speculation only as a tool for facilitating and testing of hypotheses during the analysis of the factual information;
- not divulge fragmentary or unsupported information concerning an occurrence to parties outside the investigation regardless of how publicly important such parties may purport to be;
- avoid actions or comments which might reasonably be perceived to favour one party over another;
- be alert to the feelings, sensibilities and emotions of involved persons, and avoid actions which might aggravate what may already be a delicate situation;
- maintain an awareness of safety developments involving domestic and international transport modes;
- encourage uninhibited, informal interchange of views among transport safety professionals, both domestic and international; and
- encourage open minded, uninhibited dialogue among ATSB investigators with the aim of using constructive criticism to achieve the highest standard of safety output.

At the time of investigators' six monthly performance exchanges, any potential conflict must be declared to the relevant Team Leader. For example, ownership of shares or a directorship in a company, organisation or body that may be investigated should be declared. Team Leaders should advise the ATSB Executive of any such conflicts.

## ANNEXURE C

### NOTICES

1. All notices and documents required to be delivered or served by one party to this MoU on the other may be delivered or served by delivering or sending them by prepaid post, facsimile, e-mail or prepaid courier as follows:
  - (a) to the Australian Transport Safety Bureau at 15 Mort Street, Canberra City, ACT 2601, Facsimile: [REDACTED] Email: [REDACTED] ;  
- for notification and response procedures regarding reporting of Immediately Reportable Matters 1800 011 034
  - (b) to the Director Public Transport Safety at Level 27, 80 Collins Street Melbourne Victoria 3000,  
Facsimile: [REDACTED] Email: [REDACTED]
2. A notice or document shall be taken to be delivered or served as follows:
  - (a) in the case of delivery in person or by prepaid courier, when delivered;
  - (b) in the case of delivery by post, 2 business days after the date of posting;
  - (c) in the case of facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and
  - (d) in the case of e-mail, on receipt by the sender of confirmation of receipt,but if the result of the foregoing is that a notice would be taken to be given or made on a day which is not a normal business day in the place to which the notice is sent or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next normal business day in that place.
3. The provisions of this clause are in addition to any other mode of service permitted by law.