MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN TRANSPORT SAFETY BUREAU

And

THE RAIL SAFETY REGULATOR OF WESTERN AUSTRALIA

IN RELATION TO

PROVISION OF NOTIFIABLE OCCURRENCE INFORMATION ON THE DEFINED INTERSTATE RAIL NETWORK
This Memorandum of Understanding is made on the 5th day of January 2013

PARTIES

The Australian Transport Safety Bureau

And

The Rail Safety Regulator of Western Australia

RECITALS

A. To facilitate the provision of certain notifiable occurrence information to the ATSB from occurrences on the DIRN in WA.

AGREED TERMS

1. DEFINITIONS

1.1 In this MoU, except where the contrary intention is expressed, the following definitions are used:

ATSB - means the Australian Transport Safety Bureau.

DIRN - means the Defined Interstate Rail Network per Attachment A.

Commencement Date - is the date specified at the beginning of this MoU, being the date the MoU is signed by the last party to sign.

Term - means the term of this Memorandum, as specified in clause 3.

MoU - means this Memorandum of Understanding, including schedules and attachments.

Notifiable occurrence – means an occurrence specified in clause 5.1.

Regulator - means the Rail Safety Regulator of WA.

RSNL - means the Rail Safety National Law (South Australia) 2012 and includes any Regulation made under that Law.

SIIMS – means the Safety Investigation Information Management System, the ATSB’s database for storing occurrence notification information.

WA – means Western Australia
2. **INTERPRETATION**

2.1 In this MoU, unless the contrary intention appears:

(a) words in the singular number include the plural and words in the plural number include the singular;

(b) clause headings are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference; and

(c) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation as in force from time to time during the Term.

3. **TERM**

This MoU will commence on the Commencement Date and will continue until the RSNL is applied by WA.

4. **EFFECT OF THE MoU**

This MoU is not legally binding.

5. **REPORTING OF NOTIFIABLE OCCURRENCES ON THE DIRN**

5.1 The parties agree that details of the following notifiable occurrences that occur on the DIRN in WA will be provided to the ATSB in accordance with clause 5.2:

(a) an accident or incident that has caused death, serious injury or significant property damage other than -

(i) a death or serious injury intentionally inflicted or where there is a reasonable belief it was intentionally inflicted (i.e. resulting from a suicide or an attack);

(ii) a death or serious injury resulting from a drug overdose or where there is a reasonable belief it was from a drug overdose;

(iii) a death or serious injury resulting from natural causes or where there is a reasonable belief it was from natural causes (i.e. such as heart attack etc); or

(iv) a death or serious injury resulting from a slip, trip or fall unless the slip trip or fall could reasonably have been prevented under the operation of a safety management system;

(b) a running line derailment;
(c) a running line collision between rolling stock;

(d) a collision at a road or pedestrian level crossing between rolling stock and either a road vehicle or a person; or

(e) an accident or incident involving a significant failure of a safety management system that could have caused death, serious injury or significant property damage;

5.2 The parties agree that where a rail transport operator has reported a notifiable occurrence on the DIRN as described in paragraph 5.1, the details of the occurrence will be provided to the ATSB by telephone on 1800 011 034 as soon as practicable.

5.3 The parties agree that where a rail transport operator has provided a written report of a notifiable occurrence on the DIRN as described in paragraph 5.1, the Regulator may pass details of that report to the ATSB upon request by the ATSB.

5.4 The parties agree that where a rail transport operator mistakenly reports directly to the ATSB rather than to the Regulator, the ATSB will advise that operator to contact the Regulator as normally required on the telephone number for reporting provided to the rail transport operator by the Regulator.

6. STORAGE AND USE OF THE INFORMATION

6.1 The ATSB will store the information received under this MoU in the rail occurrence part of SIIMS.

6.2 If personal information is provided with information under this MoU the ATSB will treat that personal information in accordance with the Information Privacy Principles under the Privacy Act 1988.

6.3 The information received from WA will be used for the purposes of the ATSB’s functions under s.12AA of the Transport Safety Investigation Act 2003.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Communication between the parties may be made to their nominated representatives, whose details appear at Schedule 1.

7.2 A notice given under this MoU should be:

(a) in writing, and signed by a person duly authorised by the sender; and

(b) emailed, hand delivered or sent by prepaid post or facsimile to the recipient’s address for Notices, as specified in Schedule 1.

8. TERMINATION and CESSATION

8.1 Notwithstanding clause 3, the parties may terminate this MoU at any time for any reason by giving 60 days notice to the other party in writing.
8.2 If this MoU is terminated, each party will bear any costs and expenses it incurs as a result of the termination.

9. DISPUTE RESOLUTION

9.1 The parties agree to attempt to resolve any disputes that may arise under this MoU at the workplace level:

(a) in the first instance, by and between the nominated representatives of the parties as set out in Schedule 1; and

(b) in the event matters cannot be resolved at that level, by and between representatives of the parties at more senior levels of management.

9.2 Matters of dispute that cannot be resolved pursuant to the processes contemplated by clause 9.1 shall be referred to the Chief Executive of the ATSB (or his designated representative) and the Regulator.

10. COUNTERPARTS

This MoU may be executed in counterparts. All executed counterparts constitute one document.

11. VARIATION AND REVIEW

This MoU cannot be varied except by an agreement in writing between the parties.
EXECUTED by the parties on the above date

For and on behalf of the Australian Transport Safety Bureau by

[Signature]

Martin Dolan
Chief Commissioner

For and on behalf of the Rail Safety Regulator of WA by

[Signature]

Rob Burrows
Director, Rail Safety
### Schedule 1 – Nominated Representatives

The following persons are nominated representatives for the purposes of Clause 7 and 9.1(a) of this MoU

<table>
<thead>
<tr>
<th>Name</th>
<th>ATSB Business Hours</th>
<th>Regulator - Business Hours</th>
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<tbody>
<tr>
<td>Steve Young</td>
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<td>Senior Administrative Officer</td>
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<tr>
<th>Title</th>
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<tr>
<td>Manager – Notifications and Confidential Reporting</td>
<td>Senior Administrative Officer</td>
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<tr>
<th>Mailing Address</th>
<th>ATSB</th>
<th>Regulator</th>
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<tr>
<td>GPO Box 967 Civic Square, Canberra ACT 2608</td>
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<td>GPO Box C102</td>
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<tr>
<th>Email</th>
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<tr>
<td><a href="mailto:Steve.young@atsb.gov.au">Steve.young@atsb.gov.au</a></td>
<td></td>
<td><a href="mailto:Railsafety@transport.wa.gov.au">Railsafety@transport.wa.gov.au</a></td>
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<table>
<thead>
<tr>
<th>Phone</th>
<th>ATSB</th>
<th>Regulator</th>
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<tr>
<td>02 6274 6471</td>
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<td>08 6551 6701</td>
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<tr>
<th>Fax</th>
<th>ATSB</th>
<th>Regulator</th>
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<tr>
<td>02 6274 6434</td>
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<td>08 6551 6940</td>
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The following persons are nominated for the purposes of Clause 9.2 of this MoU

<table>
<thead>
<tr>
<th>Name</th>
<th>ATSB Representative</th>
<th>Regulator -</th>
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<tbody>
<tr>
<td>Peter Foley</td>
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<td>Rob Burrows</td>
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<table>
<thead>
<tr>
<th>Title</th>
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<th>Regulator</th>
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<tbody>
<tr>
<td>General Manager, Surface Safety Investigations</td>
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<td>Director Rail Safety</td>
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<tr>
<th>Contact details</th>
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<th>Regulator</th>
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<tr>
<td>02 6274 7183</td>
<td></td>
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<tr>
<td><a href="mailto:Peter.foley@atsb.gov.au">Peter.foley@atsb.gov.au</a></td>
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<tr>
<td>GPO Box 967 Civic Square, Canberra, ACT 2608</td>
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<tr>
<th>Office of Rail Safety</th>
<th>ATSB</th>
<th>Regulator</th>
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<tr>
<td>08 6551 6700</td>
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<tr>
<td><a href="mailto:Rob.burrows@transport.wa.gov.au">Rob.burrows@transport.wa.gov.au</a></td>
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<tr>
<td>GPO Box C102, Perth, W.A. 6839</td>
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Attachment A

The Defined Interstate Network (DIRN)

Code of Practice for the Defined Interstate Rail Network

This Code does not supersede previous rules and instructions until the Code (in full or in part) is adopted and officially implemented by the network owner. Once implemented the Code will become mandatory. The Code is for application on the routes listed below.

QUEENSLAND

Acacia Ridge-Dutton Park-Fisherman Islands
Dutton Park-Roma Street
Acacia Ridge-NSW border (Border Loop)

NEW SOUTH WALES

Queensland border (Border Loop)-Maitland
Maitland-Broadmeadow
Broadmeadow-Scholey Street Junction-Morandoo Yard (BHP)
Berowra-Hornsby-North Strathfield-Chullora/Enfield (proposed freight route) Chullora/Enfield-Setfion-Liverpool-Macarthur
(proposed freight route) Lithgow-Orange-Parkes-Broken Hill
Parkes-Stockinbingal-Cootamundra
Macarthur-Moss Vale-Goulburn-Cootamundra-Albury

(Note: this does not include additional emergency diversionary routes that interstate services may use on occasions and for which details will be included in a separate section of the route standards in the Code).

VICTORIA

Albury-Wodonga-Tottenham-West
Footscray West Footscray-South
Dyson/North Dyson South Dyson-
Spencer Street
Tottenham-Newport-North Geelong-Gheringhap
Gheringhap-Ararat-Dimboola-Wolseley
South Dyson-Spencer Street-Flinders Street-Frankston-Long Island (broad gauge)

SOUTH AUSTRALIA/NORTHERN TERRITORY

Wolseley-Tailen Bend-Mile End-Isslington-
Dry Creek Dry Creek-Gillman Junction-
Port Adelaide-Gianville Gianville-Pelican
Point
Gillman Junction-Port Flat
Dry Creek-Crystal Brook-
Coomania-Port Pirie Crystal Brook-
Peterborough-Broken Hill
Coomania-Port Augusta-Tarcoola-
WA border Tarcoola-Alice Springs
Port Augusta-Whyalla

WESTERN AUSTRALIA

SA border-Kalgoorlie-Avon-Midland
Midland-Forrestfield
Midland-East Perth
terminal Forrestfield-
Cockburn-Kwinana
Cockburn-Fremantle