

Memorandum of understanding

BETWEEN
WORKSAFE NEW ZEALAND
AND
MARITIME NEW ZEALAND

20 February 2024



Te Kāwanatanga o Aotearoa
New Zealand Government

WORKSAFE
Mahi Haumarū Aotearoa

Nō te rere moana Aotearoa
MARITIME
NEW ZEALAND

THIS MEMORANDUM OF UNDERSTANDING is made on the 20.02.2024
BETWEEN WorkSafe New Zealand
AND Maritime New Zealand

THE PARTIES

1. WorkSafe New Zealand (WorkSafe) is established by the WorkSafe New Zealand Act 2013 (WNZ Act). WorkSafe is New Zealand's primary work health and safety regulator, whose main objective is to promote and contribute to a balanced framework for securing the health and safety of workers and workplaces. WorkSafe is a Crown Entity for the purposes of section 7 of the Crown Entities Act 2004. WorkSafe operates under the Health and Safety at Work Act 2015 (HSWA) and other relevant health and safety legislation. WorkSafe's functions are detailed in section 10 of the WNZ Act.
2. Maritime New Zealand (Maritime NZ) is mandated as New Zealand's Maritime Authority under section 429 of the Maritime Transport Act 2004. Maritime NZ is a Crown Entity for the purposes of section 7 of the Crown Entities Act 2004. Maritime NZ's functions are detailed in the Maritime Transport Act 2004 as well as in other relevant legislation such as the Maritime Security Act 2004, the Ship Registration Act 1992, and the Civil Aviation Act 1990.
3. Maritime NZ is a designated agency under section 191 of HSWA.

PURPOSE

4. This Memorandum of Understanding (MOU) establishes a framework for WorkSafe and Maritime NZ (the Parties) to cooperate, collaborate, and coordinate activities particularly in relation to identified areas of common interest.
5. Operational details relating to the Parties providing support, assistance or cooperation in accordance with this MOU will be detailed in schedules to be attached to this MOU.
6. Nothing in this MOU prevents the Parties from providing assistance, cooperation, and support to each other outside of the terms of this MOU or its schedules, where the Parties agree to do so.

COMMENCEMENT

7. This MOU revokes and replaces all previous MOUs between WorkSafe and Maritime NZ.
 - a. The existing Schedule, 'Schedule 1: WorkSafe Assistance in the Event of a Major Maritime Incident', remains in effect until otherwise agreed by the Parties.
8. This MOU is effective from the date of signing and will continue in effect until it is superseded or terminated unless specified elsewhere in this MOU or its schedules.

INTERPRETATION

9. For the purposes of this MOU, the following terms are defined:
 - a. **Areas of common interest** means those matters where each Party contributes to a shared outcome or has a shared role or interest, including meeting the requirements of international agreements, meeting government's policy objectives and promoting greater collaboration, cooperation, and coordination across the wider government sector.
 - b. **Designated Coordinator** means a position appointed by each Party to be the point of contact for an identified subject, schedule, or activity.
 - c. **Event** has the same meaning as 'Notifiable Event' in section 25 of HSWA.

- d. **HSWA** means the Health and Safety at Work Act 2015 and includes any subsequent amendments to, and any regulations made under, that Act.
- e. **Maritime NZ** means Maritime New Zealand
- f. **Responsible Person** means the person who signs a schedule, and is responsible for their agency acceding to it.
- g. **Schedule(s)** means any agreement entered into by the Parties under this MOU and referred to as a schedule to this MOU.
- h. **Third party** means someone who is not a Party to the MOU.
- i. **WorkSafe** means WorkSafe New Zealand.

PRINCIPLES

- 10. The Parties will aim to collaborate, cooperate, and coordinate their activities in accordance with the following principles:
 - a. **Good faith** – the Parties will cooperate in a manner that recognises the other Party’s functions, duties, and powers in a way that fosters mutual respect and trust.
 - b. **Open communication** – the Parties will communicate openly, collegially, and promptly to achieve the best outcomes.
 - c. **Collaboration** – the Parties will work to achieve mutually beneficial outcomes where feasible and to increase understanding of what those outcomes might be.
 - d. **Mutual respect** – the Parties recognise that the other has a valid role within the relationship and that the Parties need to work together.
 - e. **Efficiency** – where practicable, the Parties will discuss and align their approaches to maximise efficiency.
 - f. **No surprises** – the Parties will inform the other of any emergent situation in an area of common interest as soon as practicable.
 - g. **Responsiveness** – the Parties will act with the responsiveness required to address the operational or organisational matter being considered.

DESIRED OUTCOMES AND COMMITMENTS

- 11. The desired result of this MOU is for the Parties to cooperate, collaborate and coordinate activities, to enable them to effectively and efficiently carry out their respective functions, including working towards the Government’s objectives to improve work health and safety outcomes.
- 12. The Parties agree to work in good faith toward the desired outcomes of this MOU.
- 13. Any cooperation, collaboration or coordination of activities may be undertaken solely between the Parties, or if the Parties agree, may involve a third party (such as another regulator).

Outcome 1: The Parties have a clear understanding of each other’s boundaries

- 14. The Parties will clarify with and for each other their own areas of operation, including specific regulatory roles and responsibilities.
- 15. The Parties will work together to identify and manage any gaps or overlaps in responsibilities, legislation, and/or regulatory guidelines.

Outcome 2: Public messaging is coordinated and consistent

16. The Parties will use their best endeavours to:
 - a. inform each other at the initial stage of development of any communications campaign relevant to the other Party, or to the content of this MOU
 - b. take all reasonable steps to ensure adequate time is given for the other Party to provide comment where appropriate, and
 - c. explore opportunities to conduct joint communications campaigns.
17. Where possible, the Parties will consult with each other when providing information or comment to the media on areas of common interest.

Outcome 3: Information, data and intelligence sharing supports effective regulatory operations

18. The Parties may develop principles, strategies, and processes to share relevant information, data, and intelligence to enhance interagency coordination, cooperation, and collaboration.
19. Where practicable, these principles, strategies, and processes will use available technology and may evolve to reflect changes in technology.
20. Details on how information, data, and intelligence will be shared is set out in a schedule in this MOU.

Outcome 4: In areas of common interest, expertise is shared between the Parties

21. The Parties will, where possible and appropriate, share technical expertise.
22. The Parties will, with mutual consent, consult and draw on the expertise of the other Party, where appropriate. This may be in relation to the development of industry guidance information, codes of practice, and other regulatory instruments and when carrying out assessments, inspections, and enforcement activities.
23. Areas of common interests are explained further in a schedule to this MOU.

Outcome 5: Parties are willing and able to support each other in response to an event

24. In an event, the Party taking the operational lead may request from the other Party:
 - a. technical and operational assistance, and/or
 - b. administrative and staff support.
25. Any assistance provided under this MOU will have regard to:
 - a. the scale, duration, or complexity of the event
 - b. the potential for the Party taking the operational lead being unable to effectively carry out its functions, duties, or powers, and
 - c. the practicality of the other Party providing assistance.
26. The terms and conditions of any technical or operational assistance and/or any administrative or staff support and how that assistance or support is to be funded, may be set out in a schedule to this MOU.

COOPERATION, CONSULTATION, AND POLICY ADVICE

27. The Parties will inform each other, at an initial stage of development, of strategic priorities, plans, and relevant policy or operational initiatives in areas of common interest.

SCHEDULES

28. As appropriate, the Parties will develop schedules to this MOU detailing the terms and conditions for specific procedures and activities between the Parties, including how costs will be apportioned.
29. Every schedule will set out:
 - a. the purpose of the schedule, the activities it covers, and how any joint activities will be performed and resourced, and
 - b. person (by position title) in each Party responsible for the schedule and their contact details.
30. Schedules can be adopted, amended, replaced, or terminated. Any changes to schedules will need to be agreed to by the relevant signatories from the Parties.
31. A list of the schedules, their current status and contact details is attached to this MOU as a Schedule. The list will be updated by the Parties as schedules are adopted, amended, replaced, or terminated.

RESOURCING AND COSTS

32. The provision of any support, cooperation, or assistance under this MOU and its schedules will be subject to the availability of the Parties' resources. Such support may be limited, adjusted, or terminated as deemed necessary by either Party to meet its other operational commitments.
33. The Parties will notify each other as soon as practicable of any significant changes in resourcing capability that may affect their ability to meet their commitments under this MOU.
34. Unless the Parties agree otherwise, the cost of meeting any commitments made under this MOU shall be borne by the Party incurring the cost.

REQUESTS FOR INFORMATION AND PUBLICATION

35. The Parties agree that this MOU will be made available to the public and may be published online on either Party's external website. Any schedule to this MOU will be released publicly, unless withholding provisions in the Official Information Act 1982 apply.
36. If either Party receives a request for information in respect of this MOU or any activity undertaken pursuant to it, they will consult with the other Party regarding the appropriate response. The Party that receives the request will consider its legal obligations and the other Party's views, before responding to the request.

RESOLVING DISPUTES

37. The Parties will attempt in good faith to resolve all disputes about the interpretation or application of this MOU, including any of its schedules, at the earliest opportunity.
38. If minor disputes arise about the interpretation or performance of this MOU, a designated coordinator from the Parties will attempt to resolve the dispute at the earliest opportunity.
39. If a dispute cannot be resolved within 28 days, the matter will be referred in writing to the Chief Executive at WorkSafe and the Chief Executive at Maritime NZ for final resolution.
40. Disputes arising under this MOU will be resolved through discussion and cooperation between the Parties and won't be referred to any external organisation in any circumstance.

STATUS, VARIATION, REVIEW AND TERMINATION

41. Unless expressly stated otherwise, the following applies to this MOU and its schedules:

- a. The MOU and schedules will continue to be in effect until they are either superseded or terminated.
- b. A review of this MOU and/or any of its schedules can be requested at any time, by either Party.
- c. Notwithstanding the above, the date for the review of the MOU or any schedule is five years from the date of the last signature on the MOU or schedule.
- d. Amendments to this MOU and/or any of its schedules will be made in writing by mutual agreement of the Parties.
- e. This MOU and/or any of its schedules can be terminated at any time and by either Party, through written notification. Termination will be effective immediately.
- f. Termination of this MOU will terminate all of its schedules, but termination of a schedule will only affect that schedule.
- g. Any schedules current at the time of the signing of this MOU will remain current until terminated or superseded.
- h. There is no intention to create any legal rights, duties, or obligations between the Parties and this MOU or its schedules.

THIS MEMORANDUM OF UNDERSTANDING is made on 20.02.2024

BETWEEN WorkSafe New Zealand

AND Maritime New Zealand

SIGNED BY



Steve Hazzard
Chief Executive
WorkSafe New Zealand



Kirstie Hewlett
Director and Chief Executive Officer
Maritime New Zealand