

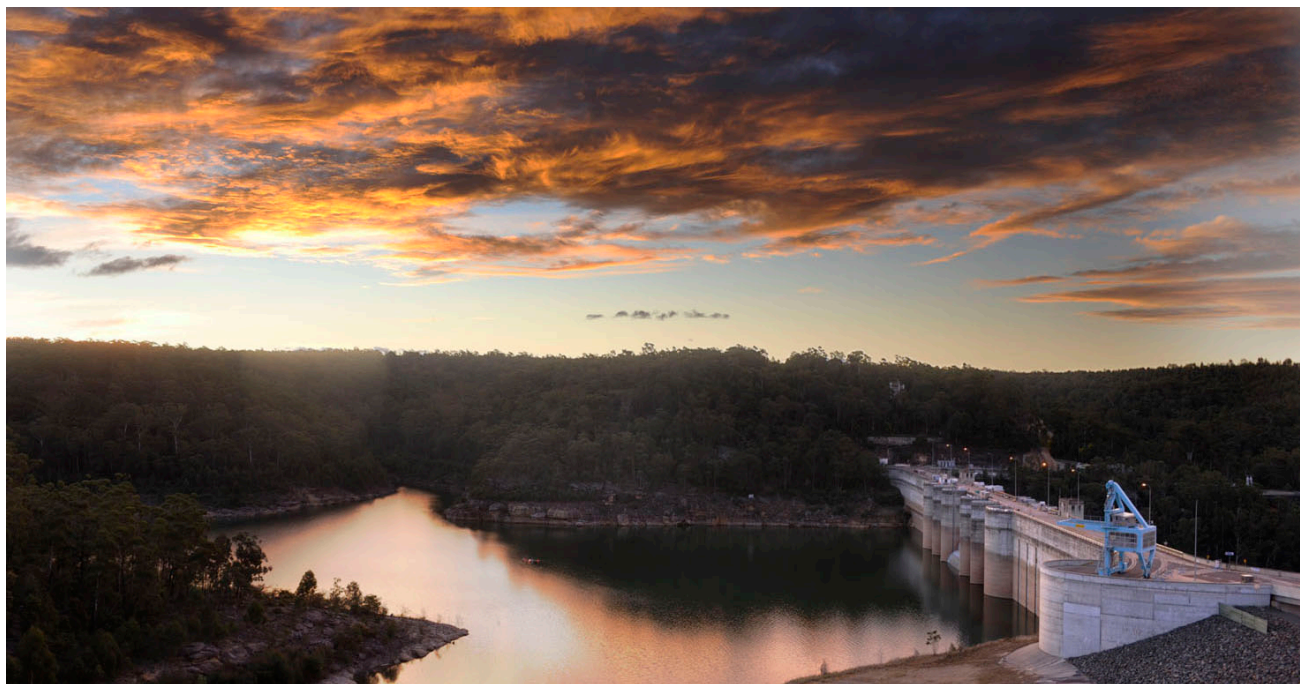


DAMS SAFETY NSW & NSW ENVIRONMENT PROTECTION AUTHORITY

Memorandum of Understanding

For the regulation of declared dams

August 2021



23TMemorandum of Understanding

More information

Dams Safety NSW

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Acknowledgements

Cover image: Warragamba Dam, WaterNSW

Acknowledgment of Country

Dams Safety NSW and NSW Environment Protection Authority acknowledge that we stand on Aboriginal land. We acknowledge the traditional custodians of the land and its waters, showing our respect for elders past, present and emerging through thoughtful and collaborative approaches to our work. We seek to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

Table of contents

List of tables.....	2
Schedule 1: MoU details	2
Memorandum of Understanding.....	3
Parties.....	3
Background.....	3
Operative provisions.....	4
1. Interpretation	4
1.1 Definitions.....	4
1.2 Construction	5
1.3 Term.....	6
2. Dams Safety NSW's obligations	6
3. NSW Environment Protection Authority's obligations	7
4. Mutual obligations.....	7
5. Regulation of tailings dams and ash dams.....	8
6. Incident and emergency management.....	8
7. Investigations.....	10
8. Information and intelligence sharing.....	10
9. Relationship.....	11
10. Sensitive information.....	11
10.1 Handling of Sensitive Information (Confidential, Personal and Health Information) ..	11
10.2 Compliance with Privacy Legislation	11
10.3 Exceptions	11
10.4 Notification of breach	11
11. Intellectual property	12
12. Dispute	12
13. Conflict of Interest.....	12
14. Non-binding Memorandum of Understanding.....	12
15. Termination.....	12
16. Miscellaneous	13
16.1 Notice	13

16.2 Amendment	13
16.3 Legal costs	13
16.4 Applicable law.....	13
17. Review.....	13
Execution.....	14

List of tables

Table 1 - Typical dam failure alert protocols.....	9
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Schedule 1: MoU details

Duration of MoU	
Commencement date	This MoU commences on the date it is signed and continues until terminated in writing.
Term	Either Party may terminate this MoU by giving 30 days' notice in writing to the other Party.

Agency details	
Agency	Dams Safety NSW (DSNSW)
Division	Water - Department of Planning, Industry and Environment
Address	4 Parramatta Square, 12 Darcy Street, Parramatta, NSW 2150
ABN	55 079 703 705
Agency representative	Chris Salkovic, Chief Executive Officer - Dams Safety NSW
Telephone	0455 850 242
Email	Chris.Salkovic@damsafety.nsw.gov.au
Confidential information	Items that are notified as confidential at the time of sharing.
Permitted recipients	Persons to whom the confidential information is provided at the time of sharing. EPA should receive agreement from DSNSW prior to sharing confidential information with other parties.

Agency details	
Agency	NSW Environment Protection Authority (EPA)

Agency details	
Address	4 Parramatta Square, 12 Darcy Street, Parramatta, NSW 2150
ABN	43 692 285 758
Agency representative	Arminda Ryan, Director Incident Management & Environmental Health - EPA
Telephone	02 9995 5613
Email	Arminda.Ryan@epa.nsw.gov.au
Confidential information	Items that are notified as confidential at the time of sharing.
Permitted recipients	Persons to whom the confidential information is provided at the time of sharing. Dam Safety NSW should receive agreement from the EPA prior to sharing confidential information with other parties.

Memorandum of Understanding

Parties

This Memorandum of Understanding (MoU) is made between:

The Chief Executive Officer of Dams Safety NSW (DSNSW);

and

The Chief Executive Officer of the NSW Environment Protection Authority (EPA).

Background

DSNSW is established under the *Dams Safety Act 2015* to be an independent, transparent, and effective regulator with responsibility for the safety of declared dams in NSW. As a relatively new regulator established in November 2019, DSNSW understands the need to work collaboratively with other NSW Government agencies to effectively regulate declared dams. Section 49 of the *Dams Safety Act 2015* makes provision for arrangements with public authorities and Dam Safety NSW recognises that working closely with the EPA is important to achieving DSNSW's objective of ensuring that the environmental risks of declared dam failure are of a level that is acceptable to the community.

The EPA is the primary environmental regulator for NSW. The EPA partners with business, government and the community to reduce pollution and waste, protect human health and prevent degradation of the environment. Under the NSW emergency management framework the EPA is the sponsoring agency for the Environmental Services Functional Area (EnvSFA) providing guidance and support to the combat agencies and other functional areas on environmental risks through the application of prevention, preparation, response and recovery strategies. It also represents and coordinates key sectors and participating agencies engaged in environmental protection and care. The EPA may take a role as a combat agency where an environmental emergency is occurring.

The purpose of this MoU is to make clear the responsibilities and functions of each agency in regard to declared dams, to establish a framework for cooperation on joint operational activities,

and to facilitate information sharing. Operational activities include collaboration, harmonising approaches, planning, auditing, inspecting, issuing orders and notices, carrying out investigations and enforcement activities. This MoU aims to ensure that the agencies' regulatory oversight of dams aligns and that intelligence on the safety of declared dams is shared, in particular their operation, emergency response and potential environmental impact.

This MoU sets out the agreed understanding of the parties and the basis upon which the arrangement is entered into. This MoU is not legally binding.

Operative provisions

1. Interpretation

1.1 Definitions

In this MoU except where a contrary intention appears:

Business Day means any day that is not a Saturday, Sunday, or gazetted public holiday in the State of New South Wales.

Catastrophic means the level of severity of damage or loss caused by the failure of a declared dam detailed in Dams Safety NSW's obligations.

Commencement Date means the date of commencement of this MoU as provided in the MoU Details.

Confidential Information means any information, that:

- a) is by its nature confidential;
- b) is designated as confidential; or
- c) the Parties know or ought to know is confidential,

and includes:

- d) Personal Information;
- e) Health Information;
- f) any information listed as Confidential Information in Schedule 1,
- g) but does not include information which is or becomes public knowledge other than by breach of this MoU.

Conflict of Interest means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

Declared Dam means a dam declared under the *Dams Safety Act 2015*, being a type or class prescribed by the *Dams Safety Regulation 2019*.

Dispute means any disagreement arising out of or in relation to this MoU.

Emergency means a full, or part dam failure or a dam safety emergency that is a threat to public health or public safety or threatens damage to property or the environment.

Emergency Plan means an emergency plan prepared for a dam under Section 20 of the *Dams Safety Act 2015*.

Failure of a dam means the same as defined in the *Dams Safety Regulation 2019*.

Health Information has the meaning contained in the *Health Records and Information Privacy Act 2002* (NSW).

Incident means an incident of a type listed in section 19 of the *Dams Safety Regulation 2019*.

Major means the level of severity of damage or loss caused by the failure of a declared dam detailed in Dams Safety NSW's obligations.

MoU means this memorandum of understanding and includes any Schedules, other attachments and any other documents included by reference.

MoU Details means the details specified in Schedule 1.

Party means a party to this MoU and **Parties** means both of them.

Party's Representative means, in relation to each Party, the person named as such in the MoU Details or such other person as the party may, from time to time, nominate in writing.

Permitted Recipient means a person permitted to receive the Confidential Information because:

the person is a Permitted Recipient in Schedule 1; or

the person is the Minister or the Premier and the disclosure is in accordance with the *Privacy and Personal Information Protection Act 1998* (NSW) (PIIP Act); or

the disclosing Party has given its written consent to the other Party to disclose the confidential information to that Permitted Recipient; or

the disclosing Party has given its written consent to the other Party to disclose the Confidential Information to a class of persons to which the person is a member.

Personal Information has the meaning contained in the PIIP Act.

Personnel means any person employed or engaged by a Party.

Privacy Legislation means the *Privacy Act 1988* (Cth), the PIIP Act and the *Health Records and Information Privacy Act 2002* (NSW) and includes all regulations, directions, guidelines and codes of practice made under those Acts.

Regulator means either Dams Safety NSW (DSNSW) or the NSW Environment Protection Authority (EPA).

Remediation has the same meaning as defined in the *Contaminated Land Management Act 1997*.

Schedule means a schedule to this MoU.

Sensitive Information means Confidential Information, Personal Information and Health Information.

Term means the duration of the MoU as specified in the MoU Details and includes any period of extension.

1.2 Construction

In this MoU, except where a contrary intention appears, the following rules apply:

- a) A reference to legislation (including subordinate legislation) is a reference to that legislation as amended, consolidated, re-enacted or replaced, and includes any subordinate legislation issued under it.
- b) A reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, will be taken to refer to the body established or constituted in its place by which its said functions have become exercisable.
- c) If a word or phrase is given a defined meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- d) Words in the singular include the plural and vice versa.
- e) References to 'person' or 'persons' will be taken to include any natural or legal person.

- f) (A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- g) References to 'month' refer to a calendar month, and a 'year' means a period of twelve consecutive months.
- h) The headings and index in this MoU are for convenience only and do not affect the interpretation of this MoU.

1.3 Term

- a) This MoU commences on the Commencement Date and will continue for the Term unless earlier terminated. Either Party may terminate this MoU by giving 30 days' notice in writing to the other Party.
- b) The Parties may extend the Term of this MoU for a further period or periods by agreement in writing.
- c) Each party will bear its own costs in relation to the preparation, execution, and implementation of this MoU.

2. Dams Safety NSW's obligations

DSNSW is the lead agency for regulatory activities associated with preventing failure of declared dams under the *Dam Safety Act 2015*. Its role is to ensure the safety of all declared dams, and does this by auditing declared dam owners' policies, processes, and procedures to determine compliance with the requirements of the *Dams Safety Act 2015* and *Dams Safety Regulation 2019*.

A dam is declared when DSNSW is reasonably satisfied that a failure of the dam would:

- a) cause a major or catastrophic level of severity of damage or loss, or
- b) endanger the life of a person.

The level of severity of damage or loss considers infrastructure cost, estimated environmental impacts, and health and social impacts. The definitions of major and catastrophic are defined in the gazetted 'Declared dams consequence category assessment and determination methodology for *Dams Safety Act 2015*.'

DSNSW is responsible for:

- a) Keeping the owners of declared dams and the public informed about dam safety standards and providing guidance on complying with the requirements of the *Dams Safety Act*, including guidance material on the preparation of plans under the *Regulation*.
- b) Regulating compliance with dam safety standards, including issuing compliance notices, issuing directions including stop work directions, emergency orders and issuing penalty notices.
- c) Formulating measures to ensure the safety of dams.
- d) Collecting information, researching, and keeping records relating to dam safety.
- e) Undertaking audits, inspections, investigations, and enforcement activities.
- f) Conducting formal inquiries into the safety of declared dams.
- g) Co-ordinate the sharing of information to achieve the object of these Acts, including the sharing of information with a corresponding regulator.
- h) Declare an area of land surrounding a declared dam as a notification area, whereby a development application to carry out mining in the area requires a referral to DSNSW.
- i) Re-classifying a declared or non-declared dam at any time.

3. NSW Environment Protection Authority's obligations

The EPA is the primary environmental regulator for New South Wales. The EPA partners with business, government and the community to reduce pollution and waste, protect human health, and prevent degradation of the environment. The EPA has regulatory responsibilities under the *Protection of the Environment Operations Act 1997* (POEO Act) for surface water pollution, groundwater pollution and air pollution from dams in NSW.

The EPA encourages businesses to make sure their activities do not harm the environment and human health by:

- a) Issuing environment protection licences
- b) Requiring strict operating conditions and pollution reduction programs
- c) Monitoring compliance with licence conditions, requiring notification of pollution incidents, and investigating pollution reports
- d) Ordering the clean-up of pollution
- e) Imposing fines or prosecuting organisations and individuals who break the law.

The EPA also:

- a) Responds to and manages pollution incidents involving hazardous materials (in collaboration with other government agencies)
- b) Develops and informs environmental programs and policy
- c) Delivers education and awareness programs
- d) Supports activities that protect the environment with grants and sponsorships
- e) Provides technical support and expertise to other government agencies.
- f) Ensures its work is informed by scientific evidence and consultation with stakeholders.

In regard to the environmental aspects associated with a declared dam:

- a) The EPA's regulatory operations effort will focus on the environmental impacts of the dam contents, including the required environmental monitoring systems in place and the required remediation by the dam owner if an unacceptable environmental event occurs.
- b) The EPA's emergency management responsibilities focus on planning, preparation, response and recovery to lessen the risk of and impact to the environment from a dam release.

4. Mutual obligations

Both Parties will carry out their respective legislative functions while committing to:

- a) Undertake joint operational activities, including auditing, inspecting, issuing orders and notices, and carrying out investigations and enforcement activities, where these will result in increased effectiveness and increased efficiencies. One Party may request the other Party to accompany them to access a declared dam, to undertake audits, inspections, or other compliance and enforcement activities.
- b) In undertaking the operational activities, a key consideration is the intent to minimise duplication of effort and consequent administrative burden on regulated parties.
 - i. To achieve this, the Parties will meet on a regular basis and will ensure that there are protocols in place to reduce the duplication of both operational and ad-hoc regulatory activities.
 - ii. These protocols may include the coordination of respective inspection and auditing schedules.

- c) DS NSW will consult the EPA on directions or orders to a declared dam owner regarding the environmental impact of a declared dam. These will be discussed and coordinated between the Parties wherever feasible to minimise duplication and optimise harmonisation.
- d) Each Party will also comply with all applicable Laws, exercise skills, care and diligence to the best practice standards.

5. Regulation of tailings dams and ash dams

This clause addresses the regulatory activities associated with declared tailings dams and ash dams, because these have particular environmental impacts due to the nature of the impounded contents.

As stated in clause 2, DSNSW's regulatory activities will focus on:

- a) The prevention of a tailings or ash dam failure.
- b) Assurance that the declared dam owner has appropriate emergency plans in place through a risk-based audit program with compliance priorities determined by dam consequence category and other risk factors, as well as inspections determined on the basis of risk.
- c) Assurance that:
 - i. The declared dam owner will manage an emergency appropriately through the provision of their emergency plan to DSNSW and the State Emergency Service as soon as reasonably practicable after the plan is prepared or updated.
 - ii. The declared dam owner has undertaken emergency exercises with staff who are involved in the operation of the dam at least once every 3 years.
 - iii. For dams classified as extreme, high A, high B or high C consequence, the declared dam owner ensures that practical emergency exercises are undertaken at least once every 5 years. As far as is reasonably practicable, the practical emergency exercises should involve relevant agencies identified in the emergency plan for the dam.

The EPA's regulatory activities will focus on the environmental impacts from declared dams, including:

- a) Air quality (e.g. environmental impacts associated with dust generated from the dam contents).
- b) Water quality (e.g. environmental impacts associated with contents that may be discharged from the dam).
- c) Operations (e.g. environmental impacts associated with the operation and maintenance of plant and equipment)
- d) Monitoring (note: the EPA may undertake monitoring or require the declared dam owner to do so).

The Parties recognise that the application of clauses 3, 4, 6, 7 and 8 of this MoU are particularly important to the efficient and effective regulation of tailings and ash dams, but that the EPA, through the NSW emergency management framework, has a role in prevention, preparation, response and recovery strategies for all emergencies that impact the environment.

6. Incident and emergency management

This clause is to be applied in the event of failure of declared dams, or if there is an event which triggers a situation where a declared dam is considered liable to fail.

The Parties agree to share information with each other, as soon as practicable, regarding a failure or potential failure of a declared dam. DSNSW will also notify the EPA regarding any reported dam safety incident under Section 19.1 of the *Dams Safety Regulation 2019* parts (a) to (f), which may have an environmental impact.

Following the DSNSW Guideline on Emergency Plans, the EPA will be notified at the 'white alert' level to ensure that their incident response teams have adequate preparation time. The communication activities for such an event will be the same for both the EPA and NSW State Emergency Service, per the below table:

Table 1 - Typical dam failure alert protocols

Alert	Typical defining conditions	SES response	SES warning product	Note
White	Structural defect detected (e.g. crack, piping), heavy rainfall event, or an unusual operational event.	Notification of support agencies, monitoring at risk areas downstream check operational readiness.	This is a preliminary alert to assist the SES in its preparations and is not a public alert.	Advisory warning from dam owner is communicated to EPA to ensure operational readiness.
Amber	Failure possible if storage continues rising or structural defect not fixed.	Warn downstream population at risk to prepare to evacuate.	SES evacuation warning.	EPA are updated by dam owner or via IMT if environmental impacts are identified.
Red	Failure imminent or occurred.	Evacuation of downstream population.	SES evacuation order.	EPA are deployed.

In these circumstances, the dam owner or their representatives are deemed to be the person in control. The person in control will be guided by the dam's Emergency Plan. Should either of these plans be deemed to be inadequate to deal with an event, reference must be made to the NSW State Emergency Management Plan of March 2015.

DSNSW and the EPA may participate in any joint Incident Management Team (IMT) that is established, and will agree upon the lead agency for the emergency event. The size and scope of this team will be proportional to the magnitude and complexities of the incident. This may occur as part of a broader IMT, such as a flood response IMT.

The function of the IMT will be the implementation of a coordinated regulatory response, in consideration of the nature, location and potential magnitude of the impacts.

The IMT will consist of management and technical representatives from each Party, in consideration of the nature and circumstances of the incident. Meeting structure and frequency will again be determined in consideration of the circumstances of the incident. Other agencies (e.g. NSW State Emergency Service, NSW Resources Regulator etc.) may also be invited to participate.

The IMT will not supplant or have control over other IMT's convened under the State Emergency Management Plan or subordinate regional or local plans.

Under the *Dams Safety Act 2015*, DSNSW may issue an emergency order which allows DSNSW to take full charge and control of the dam, the area under, over and surrounding the dam and the water or other material impounded by the dam.

An emergency order allows DSNSW to:

- a) Release or discharge the water or other material impounded by the dam.

- b) Carry out all such works and do all such things as are necessary to make the dam safe.
- c) Demolish or remove the whole or any part of the dam or any work or structure on the dam, the water or other material impounded by the dam or the area under, over or surrounding the dam.
- d) Direct the owner of the dam, by order in writing, to take such measures as may be specified in the direction.
- e) Any such other measures as DSNSW thinks fit.

In accordance with clause 4 (d) above, DSNSW will consult with the EPA before issuing a direction to a declared dam owner and before issuing an emergency order. This is particularly important when the direction or order involves a releasing the material impounded by the dam.

Under the POEO Act, the EPA may issue statutory notices or directions to protect the environment from serious harm, including where there is a failure, or potential failure, of a declared dam.

Prior to issuing a statutory notice or direction in relation to failure, or potential failure, of a declared dam, the EPA will endeavour to consult with DSNSW to ensure that any such action does not introduce additional risks or otherwise adversely impact an effective incident response.

Nothing in this MoU will preclude an EPA or DSNSW officer from issuing a statutory notice or direction in a critical situation where they form a belief that there is an immediate risk of a dam failure or a major pollution event.

7. Investigations

- a) DSNSW may investigate the causes of a dam failure, or potential failure. The EPA may contribute to an investigation in relation to the environmental impacts from a declared dam failure, or potential failure.
- b) The EPA's investigation into the environmental impacts from dam failure, or potential failure, may include investigations into, water pollution, licence conditions breaches, the duty to notify and pollution incident response management plan requirements.
- c) Where the Parties agree to a joint investigation, a lead investigator will be agreed between the parties, with assistance from the other party. The Lead Investigator is responsible for the collection of evidence including management correspondence, reports, worker rosters, technical information, training material and maintenance records. Other parties (for example the NSW Resources Regulator) may be involved, subject to the likely causes and extent of the impacts of failure.
- d) A lead investigator could also be appointed by a Commission of Inquiry under the *Dams Safety Act 2015*.

8. Information and intelligence sharing

To enable both Parties to carry out their functions and meet their objectives, the EPA and DSNSW may share or make available information in a cooperative and timely manner. This may include information relating to:

- a) Interagency assessment and inspection activities and industry performance.
- b) Failures of declared dams and lessons learned.
- c) Industry best practice.
- d) Tailings storage facilities including the design, approval, construction, operation, and decommissioning phases.
- e) Dams that may need to be declared, i.e. dams that could place persons or the environment at risk.
- f) When dams cease to be declared dams.

- g) Rehabilitation of dam sites.
- h) Notification of declared dam design, construction, commissioning, decommissioning or major modifications.

Information relating to non-compliance, enforcement actions, criminal proceedings and offences may be subject to claims of privilege or other considerations. The Parties will consider the information on a case-by-case basis to ensure that all relevant considerations are taken into account and that information is exchanged in accordance with the law.

9. Relationship

- a) In carrying out their respective obligations under this MoU, the Parties agree to co-operate in a timely and effective manner with each other and to act in good faith.
- b) Neither Party is an employee, agent or partner of the other for any purpose.

10. Sensitive information

10.1 Handling of Sensitive Information (Confidential, Personal and Health Information)

Both Parties must, in respect of any Sensitive Information provided to that Party by or on behalf of the other Party in connection with this MoU:

- a) Keep the Sensitive Information confidential and not disclose that information to any person without the prior written consent of the disclosing Party except as provided by this MoU.
- b) Use the Sensitive Information solely for the purposes of carrying out its obligations under this MoU and for no other purpose.
- c) Not permit the Sensitive Information to be reproduced except to the extent reasonably required to carry out its obligations under this MoU.
- d) Take all necessary precautions to prevent loss, unauthorised access to, unauthorised copying, misuse, modification or disclosure of the Sensitive Information.
- e) Comply with any reasonable directions given by the disclosing Party about the safekeeping, storage and return of Sensitive Information.

10.2 Compliance with Privacy Legislation

Both Parties must, to the extent that Personal Information or Health Information is provided or disclosed to that Party by or on behalf of the other Party in connection with this MoU, comply, and ensure that its Personnel comply, with:

- a) Any applicable Australian legislation relating to privacy;
- b) Such reasonable directions as to privacy measures as notified by the disclosing Party from time to time.

10.3 Exceptions

This Clause (Sensitive Information) does not prevent disclosure of Sensitive Information by a Party:

- a) To its Personnel, if disclosure is required to enable that Party to carry out its obligations under this MoU and the Personnel are made aware of the terms of this MoU; or
- b) To the extent required or authorised by law;

10.4 Notification of breach

A Party must immediately notify the other Party in writing upon becoming aware of any breach by it or its Personnel of this Clause (Confidential, Personal and Health Information) and take all reasonable steps to stop the breach and/or further breaches.

11. Intellectual property

In this Clause 12 (Intellectual Property):

- a) **Intellectual Property** means all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trademarks, trade secrets, plant breeder's rights, business or company names or other proprietary rights.
- b) Nothing in this MoU affects a Party's ownership of Intellectual Property in existence at the Commencement Date.
- c) All Intellectual Property created by a Party (the "creator") in the course of performing this MoU, vest on creation in the creator unless the Parties otherwise agree in writing.
- d) Each Party (the "licensor") grants to the other Party (the "licensee") a perpetual, non-exclusive, royalty-free, transferrable licence to use the licensor's Intellectual Property in the course of the licensee performing this MoU.

12. Dispute

- a) Both Parties agree to attempt to act in good faith in carrying out their obligations under this MoU and to attempt to resolve any Dispute in good faith.
- b) The Parties must attempt to resolve any Dispute in accordance with the Premier's Memorandum M1997 – 26 Litigation Involving Government Authorities.
- c) In the event of any dispute arising pursuant to this MoU, the Parties will act in good faith to reach a prompt negotiated resolution by designating officers of appropriate authority as determined by the Parties to resolve the dispute.

13. Conflict of Interest

- a) Each Party must notify the other in writing, immediately upon becoming aware of the existence or potential of a Conflict of Interest of it or its Personnel associated with the performance of this MoU.
- b) Both Parties agree to comply with any reasonable direction given by the other Party to appropriately manage the Conflict of Interest.

14. Non-binding Memorandum of Understanding

- a) This MoU does not create legally enforceable rights or obligations for either Party.
- b) This MoU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:
 - i. No reliance will be placed on it;
 - ii. It does not constitute an obligation binding either side;
 - iii. It does not contain all matters upon which agreement must be reached in order for an agreement to be consummated;
 - iv. It creates no rights in favour of either party; and
 - v. For the avoidance of doubt and without limiting the above in any way, this MoU imposes no commitment on any person to proceed with an agreement.

15. Termination

Either Party may terminate this MoU by giving 30 days' notice in writing to the other Party.

16. Miscellaneous

16.1 Notice

A notice under this MoU must be in writing and delivered to the address or email address for the recipient Party recorded in the MoU Details or such other address as may be nominated by the relevant Party from time to time.

16.2 Amendment

All variations to this MoU and all consents, approvals and waivers made under this MoU must be evidenced in writing with variations to be signed by both Parties.

16.3 Legal costs

Subject to any express provision in this MoU to the contrary, each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, this MoU.

16.4 Applicable law

This MoU is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales. Each Party submits to the exclusive jurisdiction of the Courts exercising jurisdiction in the State of New South Wales.

17. Review

The Parties agree that this MoU will be reviewed every two years from the date it is signed or following a dam failure or as otherwise agreed.

Amendments to this MoU will not come into effect until agreed in writing by both parties.

Execution

This MoU is executed on the
19th day of August 2021

By Chris Salkovic, in his capacity as Chief Executive Officer, Dams Safety NSW

X 

Chris Salkovic
CEO, Dams Safety NSW

This MoU is executed on the
.....^{7th} day of^{September}.....2021

By Tracy Mackey, in her capacity as Chief Executive Officer, NSW Environment Protection Authority

X 

Tracy Mackey
CEO, NSW Environment Protection Authority