



Australian Government
**Australian Radiation Protection
and Nuclear Safety Agency**



Memorandum of Understanding
For Cooperation and Exchange of Information
between
The Australian Radiation Protection and Nuclear Safety Agency
(ARPANSA)
and
The Australian Communications and Media Authority (ACMA)

1. Recitals

1.1. The Australian Communications and Media Authority (the ACMA) and the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA), (together, the Parties):

1.1.1. acknowledge the value of cooperation and collaboration between the Parties for the effective performance of their respective statutory functions; and

1.1.2. affirm the common interest of the Parties, pursuant to those functions, in the development and implementation of certain technical and regulatory requirements on radiocommunications infrastructure concerning human exposure to electromagnetic energy (EME).

2. Background

2.1. The ACMA is a statutory agency established by section 6 of the *Australian Communications and Media Authority Act 2005*. The ACMA regulates, amongst other things, radiocommunications, broadcasting and datacasting services, telecommunications and Internet content in Australia.

2.2. ARPANSA is a non corporate Commonwealth entity charged under the *Australian Radiation Protection and Nuclear Safety Act 1998* with responsibility for protecting the health and safety of people, and the environment, from the harmful effects of radiation (ionising and non-ionising).

2.3. This Memorandum replaces the Memorandum of Understanding for Co-operation and Exchange of Information between the ACMA and ARPANSA of 19 March 2015.

3. Purpose and scope

3.1. This Memorandum establishes the framework to facilitate the exchange of information between the Parties while recognising the legal, policy and administrative limits on the powers of each of the Parties to exchange such information.

3.2. This Memorandum is a voluntary statement of the intent of the Parties to cooperate with each other and assist each other, and accordingly does not create any enforceable rights or impose any legally binding obligations on either Party.

3.3. The Parties shall use their best endeavours to comply with the terms of this Memorandum.

4. Public messaging

4.1. The Parties shall work together to ensure clear public messaging about the legislative responsibilities of each party, particularly in relation to public concerns about EME associated with the deployment and use of radiocommunications transmitters, including devices.

5. Requests for information

5.1. A Party may request documents, information or assistance from the other Party relevant to the requesting Party's powers and functions.

5.2. A Party may, at its discretion, decline a request for documents, information or assistance made under this clause 5, in whole or in part.

6. Information sharing and decision making

- 6.1. The Chief Radiation Health Officer of ARPANSA and the Executive Manager, Licensing & Infrastructure Safeguards Branch of the ACMA may meet on an annual basis, or as required, to discuss issues of mutual interest.
- 6.2. Meetings may be held in person or by electronic means.
- 6.3. Other staff members of the Parties may be invited to attend meetings as required.
- 6.4. The Parties shall share information to facilitate the performance of their respective statutory functions, where it is appropriate and mutually beneficial to do so, and subject to any legislative or other obligations that apply to a Party.
- 6.5. In considering whether it is appropriate and mutually beneficial to share information, the Parties may take into account the sensitivity and confidentiality of the information.
- 6.6. A Party may inform the other Party of requests, plans, actions or events of which it is aware, if it considers that these may have implications for the functions or responsibilities of the other Party.

7. Confidentiality

- 7.1. The Parties shall, subject to legal obligations requiring or authorising disclosure or production, maintain the confidentiality of information or documents supplied by the other Party under this Memorandum.

8. Amendments

- 8.1. Amendments to this Memorandum will not be effective unless made in writing and signed by both Parties.

9. Commencement, Term and Signatures

- 9.1. This Memorandum shall have a term of three years, unless terminated in accordance with this clause 9.
- 9.2. This Memorandum shall be effective from the date that it is signed by the last Party.
- 9.3. Either Party may terminate this Memorandum before the expiry of the term of three years by giving 90 days' written notice to the other Party.

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Dr Carl-Magnus Larsson
Chief Executive Officer
ARPANSA
Date:

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Nerida O'Loughlin PSM
Chair and Agency Head
ACMA
Date: