

**MEMORANDUM OF UNDERSTANDING  
FOR COOPERATION AND EXCHANGE OF INFORMATION**

**BETWEEN**

**THE AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY**

**AND**

**THE AUSTRALIAN RADIATION PROTECTION AND NUCLEAR SAFETY AGENCY**

**Recitals**

1. The Australian Communications and Media Authority (the ACMA) and the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA), (together, the Parties):
  - a. acknowledge the value of cooperation between the Parties for the effective implementation of their respective regulatory functions; and
  - b. affirm the common interest of the Parties, each pursuant to its own regulatory remit, in the development and implementation of certain technical and regulatory requirements on radiocommunications infrastructure concerning human exposure to electromagnetic energy (EME).

**Background**

2. 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.
3. ARPANSA is a government agency 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).
4. This Memorandum replaces the Memorandum of Understanding for Co-operation and Exchange of Information between the ACMA and ARPANSA of 21 February 2014.

**Purpose and scope**

5. 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.
6. 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.
7. The Parties shall use their best endeavours to comply with the terms of this Memorandum.

### **Public messaging**

8. The Parties shall work together to ensure clear public messaging about the legislative responsibilities of each party, particularly in relation to EME public concerns associated with the deployment of radiocommunications infrastructure.

### **Requests for information**

9. A Party may request documents, information or assistance from the other Party relevant to the requesting Party's powers and functions.
10. A Party may, at its discretion, decline a request for documents, information or assistance made under clause 9, in whole or in part.

### **Information sharing and decision making**

11. The Chief Executive Officer of ARPANSA and the Chair of the ACMA shall meet on a bi-annual basis to discuss issues of mutual interest. A summary of the non-confidential issues discussed at these meetings, as agreed by the parties, will be made available on the ARPANSA website.
12. The Parties shall share information to facilitate the performance of their respective statutory functions, where it is appropriate and mutually beneficial to do so. The Parties may share information at meetings between the Chief Executive Officer of ARPANSA and the Chair of the ACMA, or on a more informal and ad hoc basis.
13. 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.
14. A Party may inform the other Party of requests, plans, actions or events coming to its notice, if it considers that these may have implications for the functions or responsibilities of the other Party.

### **Confidentiality**

15. 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.

### **Amendments**

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

### **Commencement Date and Terms of Memorandum**

17. This Memorandum shall have a term of three years, unless terminated in accordance with clause 19.
18. This Memorandum shall be effective from the date that it is signed by each of the Parties.
19. 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.

Signed on this 19<sup>th</sup> day of March 2015

Signed for and on behalf of ARPANSA

Signed for and on behalf of the ACMA



.....  
Carl-Magnus Larsson

Chief Executive Officer



.....  
Chris Chapman

Chair

—