

Memorandum of Understanding

For the delivery of Marine Legislation Compliance and Enforcement Services

**Department of Transport and Main Roads through
Maritime Safety Queensland**

**Department of Agriculture and Fisheries through
Queensland Boating and Fisheries Patrol**

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Memorandum of Understanding

Date

Parties

The State of Queensland (represented by the Department of Transport and Main Roads through Maritime Safety Queensland) of Level 2, 61 Mary Street, Brisbane, Queensland 4000 (MSQ)

The State of Queensland (represented by the Department of Agriculture and Fisheries through Queensland Boating and Fisheries Patrol) of Level 5, 41 George Street, Brisbane, Queensland 4000 (QBFP)

Background

- A. MSQ is part of the Department of Transport and Main Roads and is responsible for:
- (i) administering and enforcing the Queensland marine safety and marine pollution legislation
 - (ii) improving maritime safety for shipping and small craft through regulation and education;
 - (iii) minimising vessel-sourced waste and responding to marine pollution;
 - (iv) providing essential maritime services such as aids to navigation and vessel traffic services; and
 - (v) encouraging and supporting innovation in the maritime industry.
- B. QBFP is a part of the Department of Agriculture and Fisheries and is responsible for enforcing fisheries and boating safety laws through surveillance and inspection; and undertaking related education with industry and community groups.
- C. The purpose of this MOU is to:
- (i) support the collaborative relationship between MSQ and QBFP;
 - (ii) optimise the delivery of compliance activities relating to marine safety and pollution legislation; and
 - (iii) clarify compliance arrangements following the transition of regulatory responsibility for domestic commercial vessels to the Australian Maritime Safety Authority which assumed full service delivery responsibilities for the *Marine Safety (Domestic Commercial Vessel) National Law Act 2012* as of 1 July 2018.
- D. This document is a statement of the parties' intentions as at the date of this Memorandum of Understanding (MOU) and is not intended to create a contractual relationship or be legally binding.

Operative provisions

1. Definitions

- 1.1 In this document:
-

MOU for the delivery of Marine Legislation Compliance and Enforcement Services

- (a) **BAP** means Boating Action Plan
- (b) **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Brisbane.
- (c) **Claim** includes any claim, action, demand, proceeding or judgment however arising whether present, future, contingent, at law or in equity.
- (d) **Government Body** means the Crown, a Minister, a Government, Government department, a Government owned or controlled corporation or authority (acting in a regulatory role), a local authority, a court, tribunal or board or any person, officer or agent of any of them acting in their capacity as officer or agent of a Government Body.
- (e) **Marine Incident** means a marine incident as defined in section 123 of TOMSA
- (f) **RHM** means the Regional Harbour Master
- (g) **State** means the State of Queensland.

1.2 The relevant legislation referred to this MOU is:

- (a) *Transport Operations (Marine Safety) Act 1994 (TOMSA)*
- (b) *Transport operations (Marine Safety) Regulation 2016 (TOMSR)*
- (c) *Transport Operations (Marine Pollution) Act 1995 (TOMPA)*
- (d) *Transport Operations (Marine Pollution) Regulation 2008 (TOMPR)*
- (e) *Marine Safety (Domestic Commercial Vessel) National Law Act 2012 (Cwth) (DCV National Law)*

2. Construction

In this MOU:

- (a) a reference to a region is a reference to a region as determined by MSQ and a reference to a regional office is a reference to the office in a region as determined and advised by MSQ;
- (b) headings are for convenience only and do not affect interpretation;
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) this MOU does not affect the power of the State as a Government Body;
- (e) a reference to:
 - (1) the singular includes the plural and the plural includes the singular;
 - (2) \$ or dollars is a reference to Australian dollars, unless otherwise specified; and
 - (3) time is a reference to Brisbane time unless otherwise specified;

- (f) the words include, including, such as, for example, and similar expression are not words of limitation;
- (g) a reference to an obligation or right of any two or more parties imposes that obligation or confers that right on each of them, as the case may be, jointly and severally;
- (h) this or any other document includes the document as varied, novated, ratified or replaced and despite any change in the identity of the parties and includes all schedules, annexures, parts, exhibits and attachments to it;
- (i) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them; and
- (j) an Item or a reference to an Item is to an item in the reference schedule to this MOU.

3. Legal status of the MOU

- 3.1 The parties acknowledge that this MOU (and any discussions or disclosures about this MOU) is not legally binding in any respect but merely constitutes a statement of the parties' mutual intentions.
- 3.2 The parties further acknowledge that this MOU does not represent, deem, imply or intend to:
 - (a) establish any partnership or joint venture between any of the parties;
 - (b) constitute any party the agent of another party; nor
 - (c) authorise any party to make or enter into any commitments for or on behalf of any other party.
- 3.3 Each party must ensure that it and its employees, officers, representatives, agents and contractors conduct themselves in dealings with others in such a manner so as not to infer or portray that such a relationship as mentioned in clause 3.2 exists.
- 3.4 Each party acknowledges that this MOU sets out the intentions and expectations of the parties about the delivery of marine legislation compliance and enforcement between them and, despite the non-binding nature of this MOU, each party will use reasonable efforts to give effect to those intentions and expectations.
- 3.5 This MOU supersedes and replaces any previous MOU between the parties in relation to marine safety and pollution.

4. Term

- 4.1 This MOU commences upon execution by both parties and will continue in force until terminated in accordance with clause 16.

5. Mutual obligations

- 5.1 Each party will:

MOU for the delivery of Marine Legislation Compliance and Enforcement Services

- (a) be respectful of the other party and operate in an environment of mutual understanding, professionalism and openness;
- (b) conduct collaborative operations planning to align marine safety and fisheries priorities with compliance initiatives;
- (c) address any issues which may arise between the parties promptly and constructively; and
- (d) in the event of circumstances arising that are not contemplated by this MOU, the agencies agree to consult each other in a timely manner to reach agreement and take appropriate action.

6. Appointments

- 6.1 To enable QBFP officers to exercise appropriate regulatory powers under the TOMSA and the TOMPA respectively, MSQ may appoint QBFP officers as shipping inspectors and authorised officers in accordance with the process set out in Schedule 2 of this MOU and such appointment may be subject to limitations on the exercise of that power.
- 6.2 MSQ will, from time to time and by mutual agreement, provide training for shipping inspectors and authorised officers.
- 6.3 QBFP officers appointed as shipping inspectors and authorised officers will be subject to the direction of MSQ General Manager in relation to the exercise of those powers.
- 6.4 Pursuant to section 79 of TOMSA, a Regional Harbour Master may delegate all or some of his functions, including powers, to a QBFP officer with the necessary expertise or experience in accordance with Schedule 2 of this MOU.
- 6.5 A delegation made under clause 6.4 must be made in a formal written instrument of delegation and may be subject to certain limitations in relation to the exercise of that power.
- 6.6 A harbour master's delegate will be subject to the direction of the MSQ General Manager, the Executive Director (Maritime Operations) and the Regional Harbour Master in relation to the exercise of those delegated functions and powers.

7. Operational Planning

- 7.1 As part of its responsibility for establishing marine safety and marine pollution prevention compliance priorities, MSQ will develop and disseminate to QBFP a Compliance Strategy (spanning 3 – 5 years) as well as an Annual Compliance Plan which will be released by the end of the third quarter of each preceding year.
- 7.2 MSQ will develop regional BAPs that focus on local compliance priorities, which will be drafted in consultation with and agreed to by the relevant QBFP District Managers and released by Regional Harbour Masters. Where agreement is unable to be reached at the local level the issues should be escalated to the MSQ Manager Compliance and QBFP Manager for resolution.

- 7.3 QBFP is responsible for ensuring that compliance priorities arising from the BAPs are incorporated into broader priority setting and operational planning activities of the QBFP.

8. Joint Patrols

- 8.1 To help achieve the compliance priorities identified through the operational planning process, the parties will conduct joint patrols.
- 8.2 In each MSQ region a minimum of 3 joint patrols every quarter (a total of 12 patrols per year) will be conducted however this number may be increased by the agreement of both parties in accordance with regional needs.
- 8.3 Joint patrols must be in the interest of both parties with objectives that are mutually beneficial. Joint patrols will be primarily conducted on QBFP vessels, with QBFP officers performing the duties of master of the vessel. The exact nature of these patrols will vary across regions.
- 8.4 Reports of executed joint patrols will be provided to the next compliance meeting, held in accordance with clause 9 of this MOU. Initial planning for the next set of patrols will also take place before that compliance meeting.

9. Quarterly Compliance Meetings

- 9.1 Regional quarterly compliance meetings will be held at the end of each quarter and be chaired by the Regional Harbour Master as follows:
- | | |
|-------------------------|--------------------------|
| 1 st quarter | 1 July to 30 September |
| 2 nd quarter | 1 October to 31 December |
| 3 rd quarter | 1 January to 31 March |
| 4 th quarter | 1 April to 30 June |
- 9.2 The primary focus of the quarterly compliance meetings is planning for the next quarter but it will also be an avenue for enforcement partners (including MSQ, QBFP and other agencies) to:
- discuss local compliance priorities and operations,
 - build strong working relationships
 - maintain open lines of communication
 - finalise joint patrols for the upcoming quarter and review results of joint patrols from the preceding quarter.
- 9.3 QBFP must submit quarterly reports about marine safety intercepts and compliance action to MSQ unless QBFP provides MSQ with marine safety intercept and compliance action data either:
- directly from QBFP databases or
 - by a monthly report.

10. Marine Incidents

- 10.1 Subject to clause 10.4, MSQ will lead all investigations of Marine Incidents.
- 10.2 MSQ may request assistance from QBFP from time to time when investigating Marine Incidents.
- 10.3 QBFP's role in a Marine Incident may include:
- (a) initial activities such as scene preservation and collecting witness statements, and
 - (b) ensuring the quality of the information gathered and providing that information to MSQ in a timely manner.
- 10.4 QBFP may only lead investigations of Marine Incidents with the approval of the respective MSQ Area Manager and QBFP District Manager. Investigations will generally be limited to incidents involving cross-jurisdictional matters.
- 10.5 When a QBFP officer becomes aware of a Marine Incident through any means, they will advise the Owner and/or Master of their responsibility to report the incident in the approved form within 48 hours. If the Marine Incident involves either death or serious injury, or is likely to attract media attention, the QBFP officer will immediately advise the relevant Regional Harbour Master of the Marine Incident directly or via the relevant Vessel Traffic Service (VTS) centre.
- 10.6 If a Marine Incident is reported to a QBFP officer, in the approved form, the officer will forward the report to the regional MSQ office as soon as practicable.

11. Enforcement Directives

- 11.1 MSQ may issue enforcement directives to assist QBFP officers with interpretation, application and enforcement of marine legislation including:
- (a) objectives and interpretation of policy and legislation
 - (b) performance measures for compliance with policy and legislation
 - (c) actions to address detected breaches of legislation
- 11.2 QBFP officers will apply enforcement directives issued by MSQ to guide their decision making process but may still exercise appropriate professional discretion when necessary.
- 11.3 Enforcement directives will be issued electronically by MSQ to the QBFP Manager for distribution to QBFP officers throughout the State.
- 11.4 At the end of each financial year, MSQ will issue to QBFP a list summarising all extant enforcement directives.

12. Exchange of Information

- 12.1 The parties agree that this clause 12 is legally binding on both parties and will survive termination of this MOU.

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- 12.2 The parties agree that information available to one agency which is relevant to the compliance and enforcement responsibilities of the other agency will be shared upon request, subject to the *Information Privacy Act 2009*, TOMSA, TOMSR and TOMPA.
- 12.3 In addition, the parties may also request information to enable response to:
- (a) subpoenas;
 - (b) summonses; and
 - (c) coronial inquests.
- 12.4 All requests for information will be in writing stating the purpose for which it is required and any urgency of the request. The written request must be of sufficient detail to allow identification of the type of information required.
- 12.5 All information must be used only for the purpose for which it was requested.
- 12.6 As part of their role as shipping inspectors and authorised officers, QBFP officers will collect data relating to marine safety intercepts and compliance actions taken under TOMSA and TOMPA. This data is collected on behalf of MSQ and is the property of MSQ. It must be stored securely in QBFP databases and will be provided to MSQ on request and will not be used by QBFP for any purpose without the express authority of MSQ.
- 12.7 Where other types of information are required, the requesting agency will submit a written request through the Manager (Compliance) for MSQ and the Manager for QBFP.
- 12.8 The providing party will assist by completing any request within a reasonable period of time, taking note of any limitation periods. A receipt of acknowledgment of a request is to be supplied to the contact point of the requesting organisation within 48 hours.
- 12.9 The parties acknowledge that any decision to disclose the requested information is a matter to be determined on a case by case basis.
- 12.10 If either party determines that a request for information cannot be granted for any reason, the original request and the reasons for refusal shall be forwarded to the Executive Director (Maritime Operations) for MSQ and the Director (Operations) for QBFP.
- 12.11 The parties acknowledge that any information that is provided and received by either party must be handled in a manner that complies with applicable legal and policy requirements for security, privacy and disclosure of information. No secondary use or disclosure of the information may occur unless authorised by the party to whom the information belongs. The parties must take all reasonable steps to protect the information from unauthorised access, modification, disclosure, misuse, interference and/or loss.
- 12.12 In instances where information relating to marine safety investigations or compliance actions is to be released to the media, MSQ will be the lead agency responsible for the release. However, QBFP will be consulted in all cross-jurisdictional matters.

13. Amendments

- 13.1 This MOU may be amended by the written agreement of the parties.

14. Review

- 14.1 This MOU must be reviewed within 5 years of the anniversary of the date of commencement of this MOU and at any other time agreed by the parties.
- 14.2 Following the review, the parties will share learnings and seek to improve the MOU and/or its implementation, where appropriate.

15. Dispute resolution

- 15.1 The parties agree to resolve the dispute at the lowest possible level within the management structure of each party.
- 15.2 If a dispute arises between the parties, a party may give notice of the dispute to each party's nominated representative who must meet within 7 days of receipt of the dispute notice to resolve the dispute.
- 15.3 If the dispute is not resolved upon the expiry of the 7 days under clause 15.2 (the date of escalation) it will be escalated for resolution in accordance with the following:
- (a) to General Manager of MSQ and the Director of Operations (QBFP) to meet to resolve the dispute within 14 days of the date of escalation; then to
 - (b) the chief executives of each party or their nominated representatives to meet to resolve the dispute within 21 days of the referral from the parties' senior officers in clause 15.3(a); and
 - (c) if the dispute is unable to be resolved under clause 15.3(b), either party may terminate this MOU by providing a notice under clause 16.2.

16. Termination

- 16.1 This MOU may be terminated by mutual agreement in writing of the parties.
- 16.2 Any party seeking to terminate this MOU must provide a minimum notice period of 3 months, unless another period is agreed between the parties.

17. Notices

- 17.1 Each communication (including each notice, consent, approval, request and demand) under or in connection with this MOU:
- (a) must be in writing;
 - (b) must be addressed to the parties as set out in Item 3 and Item 4 of Schedule 1 (or as otherwise notified by that party to each other party from time to time);
 - (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary, or authorised agent of, that party;

- (d) must be delivered by hand or posted by prepaid post to the address in Item 1 and Item 2 of Schedule 1; and
- (e) is taken to be received by the addressee:
 - (1) in the case of prepaid post sent to an address in the same country - on the second Business Day after the date of posting;
 - (2) in the case of prepaid post sent to an address in another country - on the fifth Business Day after the date of posting by airmail; and
 - (3) in the case of delivery by hand - on delivery,

but if the communication is received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

- 17.2 Communication, including information requests, that do not relate to legal matters and do not require proof of service may be sent by email to the address in Item 1 and Item 2 of Schedule 1

18. Governing law

This MOU is governed by the law applying in Queensland.

19. Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, for any proceedings which may be brought at any time under this MOU; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 19(a).

20. Waiver

The failure of the State to enforce any provision of this MOU will in no way be interpreted as a waiver of that provision.

21. Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) reasonably requested by another party to give effect to this MOU.

22. Warranty of authority

- 22.1 Each person signing this MOU as an authorised representative, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this MOU on behalf of that party.

23. Assignment

- 23.1 A party cannot assign, novate or otherwise transfer any of its rights or obligations under this MOU without the prior written consent of each other party.

24. Machinery of Government

- 24.1 This MOU has been prepared at the agency level within the parties. If a party changes due to portfolio reassignment or redistribution, there should be negligible effect on the operation of the MOU. That is, Machinery of Government changes do not void the MOU or automatically necessitate renegotiation. Such changes will be incorporated at the time of the scheduled review.

25. Counterparts

- 25.1 This MOU may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of the MOU and all together constitute one MOU.

26. Non-fetter

- 26.1 Each party acknowledges and agrees that:
- (a) nothing in this MOU will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of either party as the State to exercise any of its statutory functions or powers or rights under any law in its capacity as the State; and
 - (b) anything which either party as the State does, fails to do, or purports to do, under its statutory functions or powers or in the course of the creation or development of its policies and procedures and strategic decisions will be deemed not to be an act or omission by the State under this MOU and will not entitle the other party to make any claim against the other arising out of the subject matter of this MOU.

Released Under the
Access to Information Act

Executed as a Memorandum of understanding

Executed for and on behalf of the State of Queensland (represented by the Department of Transport and Main Roads) by its duly authorised officer in the presence of:

NR

Signature of witness

Jennifer Grace

Full name of witness

Neil Scales
Signature of officer

NEIL SCALES
Full name of officer

Executed for and on behalf of the State of Queensland (represented by the Department of Agriculture and Fisheries) by its duly authorised officer in the presence of:

NR

Signature of witness

Mark Dehan

Full name of witness

NR
Signature of officer

CLAIRE ANDERSEN
Full name of officer

Released under RTI Act - TMR

Schedule 1 Reference Schedule

| Item No. | Name | Description |
|---------------|---------------------------------|---|
| Item 1 | MSQ address for Notices | Maritime Safety Queensland Address: GPO Box 2595, Brisbane, Queensland 4001 Email: msqcompliance@msq.qld.gov.au Contact: Brett Williams |
| Item 2 | QBFP address for Notices | Queensland Boating and Fisheries Patrol Address: GPO Box 46, Brisbane, Queensland 4001 Email: QBFP Corp@daf.qld.gov.au Contact: Ian Fricke |
| Item 3 | MSQ's Nominated Representative | Manager (Compliance) Brett Williams 07 3066 3939 NR brett.j.williams@msq.qld.gov.au |
| Item 4 | QBFP's Nominated Representative | Manager (QBFP) Ian Fricke 047 3330 4530 NR ian.fricke@daf.qld.gov.au |

Released under the Access to Information Act

Schedule 2 Appointments

Shipping Inspector Appointment Process

- (1) The shipping inspector applicant will fill out and sign the first page of the shipping inspector application form F4759_CFD (available from QBFP administrative officers) and provide a passport style digital photo (JPG format).
- (2) The applicant's manager will make a recommendation about whether the applicant has the skills and competencies appropriate for a shipping inspector, as well as any limitations to be applied to the appointee (for example, ability to issue marine infringement notices (MINs)).
- (3) The applicant or manager will scan the form at high quality (600dpi) and email the form and applicant's photograph to QBFP Corp@daf.qld.gov.au who will coordinate the process on behalf of QBFP prior to sending to MSQ.Identity.Cards@tmr.qld.gov.au. Applicants seeking approval to issue MINs must also provide their driver's licence number and date of birth. A hard copy of the completed application documents may be sent to the Compliance Unit if the applicant's office does not have the facility to make a high quality scan of the application.
- (4) The Manager (Compliance) will review the application and decide whether to approve the application and any limitations, or impose further limitations.
- (5) The shipping inspector identification card and a copy of the approved instrument of appointment and memo will be sent to the shipping inspector. The original instrument of appointment and memo will be retained as a hard copy in MSQ's record keeping system.
 - (a) The shipping inspector number for QBFP officers will be their assigned BF number.
 - (b) Appointments will be valid for five years unless specified to expire earlier.

Instrument of appointment

The dated instrument of appointment specifies that an officer has been appointed as a shipping inspector under TOMSA and specifies the expiry date. It is signed by the Principal Manager (Compliance & Service Delivery). Any limitations that will apply to an officer will be recorded on the instrument of appointment. The shipping inspector's manager will be responsible for ensuring that the shipping inspector works within the scope of their training and capability.

Identity card

- (1) Shipping inspectors will be issued an identity card on appointment. This identity card contains the photograph and signature of the shipping inspector and identifies them as a shipping inspector under TOMSA.
- (2) The identity card and appointment will remain valid for a period of 5 years unless the appointment is cancelled in writing by the General Manager (MSQ) (or delegate) or they no longer hold their position of employment. If their authority is withdrawn or their employment ceases before the card's expiry date, the shipping inspector must return the card to the General Manager (MSQ) within 21 days unless they have a reasonable excuse.
- (3) In the event that a shipping inspector identity card is lost or stolen, the holder of the card must report the event to the Senior Administration Officer (Compliance). The Senior

Administration Officer (Compliance) will record the loss of the card and produce a duplicate identity card for the shipping inspector.

Renewal of appointment

It is the shipping inspector's responsibility to ensure that their appointment remains current and to apply for renewal of their appointment a month prior to the appointment expiry date. The process for renewing a shipping inspector appointment is the same as the initial application process.

Authorised Officer Appointment Process

Authorised officer appointments follow the same process as shipping inspector appointments, however, the applicant must also complete the four modules of online learning from the AMSA learning centre prior to submitting an application. The relevant modules are:

- (c) The National Plan
- (d) Health and Safety in an Oil Spill
- (e) Introduction to Oil Spills
- (f) Introduction to Chemical Spills

These are available at <http://amsalearningcentre.e3learning.com.au/>.

Training

MSQ will provide initial training for newly appointed shipping inspectors and authorised officers to assist them in carrying out their appointment. This training will focus on offences that may be committed and powers that may be used under the *Transport Operations (Marine Safety) Act 1994* and/or the *Transport Operations (Marine Pollution) Act 1995*.

MSQ will also provide refresher training for all QBFP officers if and when new legislation is introduced.

Schedule 2 Delegations

Harbour Master Delegation Process

- (1) The Regional Harbour Master (RHM) identifies an operational need to appoint a delegate to exercise certain harbour master powers. The RHM will specify the category of the delegation (ongoing, standard or event based), the powers to be conferred and the proposed delegate(s).
- (2) The RHM will discuss the identified need with the QBFP District Manager. The QBFP District Manager is responsible for nominating and approving proposed delegates.
- (3) The proposed delegate will complete the Harbour Master Delegation of Power Application form (F5179). The proposed delegate's manager will make a recommendation if they believe the proposed delegate has the necessary skills and knowledge to fulfil harbour master functions and sign the application form.
- (4) The proposed delegate or manager will scan the form at high quality (600dpi) and email it to QBFP Corp@daf.qld.gov.au who will coordinate the process on behalf of QBFP prior to sending to the relevant RHM's Office (Note: Hard copies of the completed application documents may be sent if the applicant's office does not have the facility to make a high quality scan of the application). The RHM will review and make appropriate delegations.
- (5) A copy of the Instrument of Delegation specifying which powers will be conferred and the duration of the delegation will be sent to the delegate. The original Instrument of Delegation will be retained as a hard copy in MSQ's record keeping system.
- (6) If the proposed delegate is not a Shipping Inspector, a Harbour Master Delegate's Identification Card Application (F4966_CFD) must also be completed, scanned and sent to QBFP Corp@daf.qld.gov.au who will coordinate the process on behalf of QBFP prior to sending to MSQ.Identity.Cards@tmr.qld.gov.au along with a high quality passport style digital photo (JPG format). Following this, a harbour master delegate identification card will be sent to the delegate.
- (7) Any time the delegate exercises harbour master powers, he/she will document this and forward this documentation to the relevant RHM and the Compliance Unit (MSQCompliance@msq.qld.gov.au).

Instrument of Delegation

The dated Instrument of Delegation stipulates that an officer has been delegated harbour master powers under TOMSA, specifies the powers conferred upon them and the expiry date of the delegation. It is signed by the RHM.

Renewal of Delegation

The RHM may wish to renew a standard delegation when it expires (for example, if a delegation was conferred for cyclone season it may be renewed for the next year's cyclone season). The process for renewing a harbour master delegation is the same as the initial delegation process.