
MEMORANDUM OF UNDERSTANDING

BETWEEN: QUEENSLAND FIRE DEPARTMENT

And: WORKPLACE HEALTH AND SAFETY QUEENSLAND

Date: _____

Introduction

1. This MOU seeks to facilitate, where legally permissible, the efficient exchange of information between the Queensland Fire Department (QFD) and Workplace Health and Safety Queensland (WHSQ) for the purposes as set out below.
2. QFD is the primary provider of fire and emergency services throughout Queensland. QFD provides a range of fire and emergency services including:
 - a) responding to fires in homes, buildings, transportation and bushfire incidents;
 - b) rescue – road accident and other types of rescue;
 - c) responding to transportation vehicle and marine vessel fires;
 - d) chemical and hazardous material emergency management;
 - e) community awareness and education on fire and road safety issues;
 - f) fire safety inspection of buildings, investigation, and prosecution;
 - g) administering legislation relating to fire safety, hazardous materials facilities, and hazard mitigation;
 - h) rural land management advice regarding the role and use of fire;
 - i) fire scene investigation;
 - j) alarm monitoring and response; and
 - k) commercial training in firefighting, fire safety and evacuation procedures.
3. WHSQ is part of the Office of Industrial Relations (OIR) which is attached to the Department of State Development, Infrastructure and Planning. WHSQ's goal is to foster safe and healthy work environments for all workers in Queensland. The key outcome is a reduction in work-related death, injury, and disease in Queensland. WHSQ works with all stakeholders to improve work health and safety performance by:
 - a) working cooperatively with other states, territories, and the Commonwealth Government to improve national consistency in work health and safety;
 - b) delivering information and education activities to improve the ability of workplace participants to identify and manage risks pertaining to work health and safety;
 - c) implementing targeted compliance programs at state and local levels and participating in national compliance activities; and
 - d) continued implementation of enforcement activities.
4. The purpose of this MOU is to:
 - a) facilitate the sharing of resources and information in relation to the response to, and investigation of, fatalities, serious injuries, emergency response, notifiable

incidents (under WHS legislation), complaints and dangerous events involving the hazardous chemicals industry to improve safety and health outcomes for Queensland;

- b) facilitate the sharing of information acquired by QFD under section 361 of the Work Health and Safety Regulation 2011 (WHS Regulation), from the emergency plans that a person conducting a business or undertaking (PCBU) for a manifest quantity workplace (MQW) must submit to the QFD and any recommendations made by QFD which WHSQ must monitor and enforce

Operation and Scope

- 5. This MOU is not intended to:
 - a) be legally binding or have any legal effect. A breach of any provision (alleged or otherwise) of this agreement is not intended to give rise to a legally enforceable cause of action;
 - b) restrict, negate or otherwise impact the statutory duties, functions, directions, and powers available to the WHSQ or QFD, or officers' performance of these duties;
 - c) entitle or require a person to disclose, or enable access to, information that is subject to a duty of confidentiality (whether under statute, contract or otherwise) or legal professional privilege;
 - d) entitle or require either agency to share information if it is not lawfully permitted to do so;
 - e) exclude or restrict any legal or other process that:
 - i. either agency may rely on in seeking information from the other; or
 - ii. a third party may rely on to obtain information from one or both parties of this MOU.

6. This MOU is developed at the agency or service level within each responsible Queensland Government department. As far as possible, in the event of a change to department or portfolio responsibilities, the operation of the MOU will be unaffected, and parties agree that such a machinery of government change does not automatically necessitate renegotiation but will be a matter for consideration during the scheduled review for this MOU in accordance with Part 4 of this MOU.

Legislative scope

7. The MOU is subject to legislation, including:
 - a) the *Fire Services Act 1990* (FS Act) and
 - b) the *Work Health and Safety Act 2011* (WHS Act), and
 - c) *Information Privacy Act 2009* and
 - d) subordinate legislation made under these Acts.

Information sharing under this Memorandum of Understanding

8. QFD and WHSQ agree to share Relevant Information, where lawfully permitted, including:
 - a) WHSQ sharing with QFD, manifests of hazardous chemicals notified to WHSQ by PCBUs under section 348 of the WHS Regulation.
 - b) QFD sharing with WHSQ, current details of MQW emergency plan notifications submitted to QFD by PCBUs under section 361 of the WHS Regulation.
 - c) QFD sharing with WHSQ, on an ad hoc or continuous basis, MQW emergency plan notifications submitted to QFD by PCBUs under section 361 of the WHS Regulation.
 - d) QFD sharing with WHSQ, emergency plan recommendations given to a PCBU by QFD under section 361 of the WHS Regulation, together with the MQW emergency plan they relate to.
 - e) QFD sharing with WHSQ, details and outcomes of QFD hazmat incidents at workplaces and other locations including incident data, fire investigation reports, QFD information on emerging incident and hazard trends and relevant QFD turn-out statistics.

9. WHSQ agrees to share Relevant Information with QFD, where lawfully permitted, including:
 - a) information regarding the investigation of hazardous chemical incidents.
 - b) information on hazardous chemical-related complaints, incidents, compliance and enforcement data.
 - c) research or data on hazardous chemical-related injuries, illnesses, fatalities, or incidents and emerging issues.

10. Under subsection 540(4) of the WHS Regulation, the regulator (WHSQ) must consult with QFD as the emergency services organisation with responsibility for the area in which a possible major hazard facility (MHF) is located when conducting an inquiry into the determination of a possible MHF or the suitability of an operator of an MHF.

Cooperation Between Parties

11. Each party will:
 - a) Ensure that its employees or officers who are affected by the MoU are provided with appropriate training to enable them to give effect to the MoU.
 - b) Develop mechanisms to give effect to and monitor the implementation of the MoU as set out in this MOU and Schedule 2.
 - c) Subject always to applicable legislation, share information and/or intelligence for the Purpose of this MOU as specified in Part 1(b) of this MOU.
 - d) In relation to information sharing,
 - i. acknowledge that each Party is a law enforcement agency under the provisions of the *Information Privacy Act 2009*,
 - ii. agree that any collection, treatment, exchange or sharing of information pursuant to this MOU shall be provided in accordance with applicable legislation including but not limited to:
 - a. Information Privacy Principles; refer to Chapter 2, Part 1 of the *Information Privacy Act 2009*, and *Information Standard 18 - Information Security*.
 - b. the *Fire Services Act 1990*; *Work Health and Safety Act 2011*; and
 - c. other applicable legislation and any agreed privacy protocols in respect of the sharing of information, and
 - d. wherever appropriate, in accordance with this MOU or as otherwise agreed by the Parties in writing.

- iii. ensure that information provided by the other Party will only be used to assess the risk of response and investigation of fatalities, serious injuries, and dangerous events involving the hazardous chemicals industry and community to improve safety and health and to conduct regulatory obligations under the *Fire Services Act 1990*, the *Work Health and Safety Act 2011* and any other legislation applicable to either Party.
- e) Note and agree that this MOU does not prevent either Party from independently investigating a particular situation as a matter of urgency, when required to ensure the safety of property, people, and the environment, in accordance with its own practices.
- f) Participate in emergency drill/practice exercises and post debrief learning sessions in relation to multiagency exercises (e.g. CBR).
- g) Exchange information relevant to sections 347 and 348 in Part 7.1 Hazardous Chemicals and section 540(4) in Chapter 9 Major Hazard Facilities in WHS Regulation 2011.

Confidentiality of Information

- 12. Section 271 of the WHS Act provides for the sharing of information with agencies responsible for administering other safety legislation. The WHS Act provides for the disclosure of information, the giving of access to a document, or the use of information.
- 13. Section 271 also provides for a document that is made or given by the regulator, or a person authorised by the regulator, if the regulator reasonably believes the disclosure, access, or use:
 - a) is necessary for the administration or enforcement of another Act (prescribed under a regulation); or
 - b) is necessary for the administration or enforcement of another Act or law, if the disclosure, access, or use is necessary to lessen or prevent a serious risk to public health or safety; or
 - c) is necessary for the recognition of authorisations under a corresponding work health and safety (WHS) law; or
 - d) is necessary to fulfill Ministerial portfolio responsibilities; or
 - e) is required for the exercise of a power or function under a corresponding WHS law; or

- f) that is required by any court, tribunal, authority, or person having lawful authority to require the production of documents or the answering of questions; or
 - g) that is required or authorised under a law.
14. Pursuant to section 271 of the WHS Act, certain Acts are prescribed in Schedule 18A of the Work Health and Safety Regulation 2011 including the Fire Services Act for the purposes described above. Under section 153A (Confidentiality) of the *Fire Services Act*, s153A(2)(a) and (b) states that information can be disclosed or used as permitted or required under another Act.
15. When sharing Relevant Information, the parties acknowledge the confidentiality of that information and the confidentiality requirements of the legislation applicable to the other party. The party providing the information has the right to specify the level of confidentiality attached to the information being provided to protect that information from unauthorised use or disclosure.
16. The party receiving the information will take all reasonable steps to ensure the information is not unlawfully disclosed to a third party and only used for the purposes of this MOU. However, it is acknowledged that confidential information may need to be disclosed in the following circumstances:
- a) to a professional advisor or auditor;
 - b) within the parties' agencies on a 'need to know' basis;
 - c) to comply with the law or a requirement of a regulatory body;
 - d) to the party's responsible Minister and ministerial advisors;
 - e) in response to a request from Parliament or a request from a Committee of the Queensland Parliament;
 - f) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.
17. Each party agrees to return or destroy (at the discloser's discretion) all confidential information at the expiration of this MOU, or otherwise at the written request of the disclosing party, except confidential information that is required to be retained by law.
18. The parties agree that any responses to the media in relation to the involvement or assistance of each party in a matter which is the direct subject matter of this MOU and which each party is involved, will be conducted in consultation with the other.

Disclosure of Information

19. Where lawfully permitted each party will use reasonable endeavours to supply Relevant Information available to that party as requested by the other party. This will be considered on a case-by-case basis and subject to any relevant legal and operational considerations (including compliance with the *Right to Information Act 2009* and IPA), and any conditions which the provider of the information might place upon the use or disclosure of the information (e.g. confidentiality under section 153A of the Fire Services Act 1990).

Relevant Information

20. 'Relevant Information' is information relating to a workplace which uses, handles or stores hazardous chemicals which exceeds the manifest quantity for the chemicals listed in Schedule 11 of the *Work Health and Safety Regulation 2011* (WHS Regulation). Such a workplace is defined as a manifest quantity workplace (MQW) and includes a major hazard facility (MHF) and possible MHF. Relevant Information includes that outlined in relation to section 359 and 361 of the WHS Regulation. In addition, relevant information includes information relating to dangerous goods at locations other than a workplace pursuant to public safety provisions under Chapter 12 of the WHS Regulation.

Personal Information

21. A Party which collects, uses, discloses, or has access to Personal Information in relation to this MOU must:

- a) comply with its obligations under the Information Privacy Act 2009 as an agency of the State of Queensland, and any other relevant legislation.
- b) ensure appropriate security measures are in place to protect any Personal Information provided by the other party from unauthorised access or disclosure.
- c) restrict any person from accessing Personal Information provided by the Party unless that person is legally authorised to do so.
- d) ensure only those officers or Representatives who need to be aware of and/or use of the Personal Information for the performance of official duties, under legislation or as otherwise agreement between the agencies will have access to that Personal Information; and

- e) keep a register or other detailed record of all Personal Information shared with or received from the other Party.

- 22. Each Party must immediately notify the other Party immediately on becoming aware of any breach, suspected breach or complaint relating to this MOU alleging something that would, if proved, be a breach of the *Information Privacy Act 2009*, and provide full details of the breach, suspected breach, or complaint.

- 23. Each Party should audit access to systems where personal information is stored on no less than a quarterly basis. Upon request, a Party will provide a report to the other party.

- 24. A final audit must be completed at the end of the Term to assist a discloser of Personal Information in identifying that all Confidential Information and Personal Information has been returned or otherwise identified in accordance with Clause 3(b). Each Party will provide evidence of its final audit to the other Party.

Governance

Term

- 25. This MOU will commence and be effective from the date the MOU has been executed by both parties and will continue in force until terminated by either party.

- 26. Either agency may terminate this MOU by giving the other agency seven days prior notice in writing, unless otherwise agreed by both agencies.

Reviews, Maintenance and Evaluation

- 27. This MOU may be varied or withdrawn at any time by an agreement in writing executed by the parties.

- 28. The parties agree to maintain the currency of this MOU as required. Minor information updates which do not affect the operation or validity of the MOU may be undertaken at any time with the updated information forwarded in writing to the other party and appended to this MOU. For example, updating the contact details listed in Schedule 1.

29. The parties agree to review and evaluate the operation of the MOU within three years of the MOU commencing.

Availability

30. The parties agree to circulate and provide access to the MOU, for all affected officers in their respective agencies. This may be achieved through publication on intranet pages or by other means at the parties' discretion.

Breaches and Resolution

31. Should an issue arise in relation to the application of the MOU, the parties will, in the first instance, to the best of their endeavours act in good faith to resolve the issue in a timely manner, at officer-level (refer Schedule 1).

32. If the issue(s) cannot be resolved in the first instance to the satisfaction of each party, the issue(s) and the relevant parts of the MOU that apply, are to be referred by each party to their respective Chief Executive Officers as signatories to this MOU. The Chief Executive Officers of both parties are to correspond to determine a timely resolution to the issue(s) raised.

Signed as a Memorandum of Understanding

Signatories

**Signed for and on behalf of the
Queensland Fire Department
by Stephen Smith, Commissioner,
Queensland Fire Department**

Dated this 3 day of FEBRUARY 2025

**Signed for and on behalf of
Office of Industrial Relations,
Department of State Development, Infrastructure and Planning
by Janene Hillhouse, A/Deputy Director-General,
Office of Industrial Relations**

Dated this 17 day of DECEMBER 2024

SCHEDULE 1. Contact Details

Queensland Fire Department – www.fire.qld.gov.au

Contact Officer

Name: Dr Michael Logan
Email: Michael.Logan@fire.qld.gov.au
Landline: 07 3909 4318
Mobile: 0407 608 583
Physical address:
Level 1, 24 Corporate Drive
Cannon Hill QLD 4170

Incident Notification

Email: QFES.EMPlanning@fire.qld.gov.au
Landline: 07 3909 4310

Workplace Health and Safety Qld – www.worksafe.qld.gov.au

Contact Officer

Name: Grant Hastie
Email: grant.hastie@oir.qld.gov.au
Landline: 07 3738 5010
Mobile: 0438 154 699
Physical address: Level 12, 100 Skyring
Terrace, Newstead QLD 4006

Incident Notification

Email: whsq.aaa@oir.qld.gov.au
Landline: **1300 362 128**

SCHEDULE 2. Administrative and Operational Matters

Objectives

33. This schedule outlines administrative and operational matters, interagency coordination, and information sharing necessary to support the efficient and effective administration of the manifest quantity workplace (MQW) regulatory framework established under the WHS Act, the WHS Regulation, *Fire Services Act*, and WHSQ and QFD functional and operational objectives.

Manifests of Hazardous Chemicals

34. Manifest notifications submitted to WHSQ by MQW duty holders under section 348 of the WHS Regulation will be recorded in a suitable database and prioritised based on facility risk indicators or other relevant compliance-related factors.
35. All manifest notifications will be subject to an administrative review or comprehensive compliance assessment. Administrative review involves a gross deficiency check (GDC) to ensure only notifications that meet minimum standards are accepted for processing and subsequently provided to QFD. WHSQ will liaise with duty holders as required to secure notifications of an acceptable standard.
36. Notified manifests may be selected for comprehensive compliance assessment based on their assigned priority in accordance with the MQW Compliance Strategy. Comprehensive WHSQ review will entail a detailed desktop or onsite compliance assessment. Reviewed notifications will be provided to QFD once applicable compliance standards are met.
37. WHSQ desktop and onsite compliance assessments will focus on compliance with Schedule 12 and in turn, section 347 of the WHS Regulation, and will be guided by WHSQ Manifest Compliance Principles which have been developed in consultation with QFD.
38. WHSQ will consult QFD with respect to Manifest Compliance Principles and GDC criteria, and periodically review these to ensure alignment with, and support, for respective agency priorities and objectives.

Manifest Quantity Workplace Emergency Plans

39. Under section 361 of the WHS Regulation, a PCBU at the MQW must provide a copy of the emergency plan for the workplace to the primary emergency service organisation. QFD is the primary emergency service organisation for the purposes of the WHS Regulation.
40. QFD may review and provide written recommendations to a PCBU on the content or effectiveness of a MQW emergency plan pursuant to section 361 of the WHS Regulation. A PCBU must revise the MQW emergency plan in accordance with QFD recommendations. WHSQ is responsible for monitoring and enforcing compliance in respect of QFD emergency plan recommendations.
41. MQW emergency plan notifications to QFD will be prioritised for QFD review and recommendations based on jointly agreed principles or criteria. For example:
- a) the severity of hazards, and associated risks, to work or public health and safety from the use, handling, generation, or storage of hazardous chemicals at a MQW,
 - b) WHS or Hazmat incidents, complaints, non-compliance, inadequate safety, or emergency management,
 - c) emerging issues likely to affect MQW emergency management, work or public health and safety, and
 - d) QFD or WHSQ capacity to develop, monitor, or enforce compliance with MQW emergency plan recommendations.
42. Regarding WHSQ enforcing any QFD sourced emergency plan recommendations, this will be limited by the WHS Act and WHS Regulation (e.g. section 43).
43. WHSQ will monitor, within available resources, and support QFD emergency plan recommendations by conducting a desktop or onsite compliance assessment to determine if a duty holder has revised the plan in accordance with QFD recommendations. WHSQ may consult, seek advice and/or reasonable assistance from QFD to help inform such compliance decisions.
44. WHSQ will assist in issue resolution between QFD and duty-holders where a duty holder expresses concern about the suitability, practicality, cost, or benefits of QFD emergency plan recommendations to achieve timely resolution and regulatory compliance.

45. QFD and WHSQ will work collaboratively to develop publicly available emergency planning tools and guidance (e.g., agency web sites) focussed on assisting duty holders to achieve minimum compliance standards.

Fire Protection and Firefighting Equipment

46. In relation to MQWs, where QFD identifies issues associated with poorly maintained and/or inoperable fire protection systems and firefighting equipment; record keeping regarding testing results and maintenance at workplaces; or any other matters pertaining to fire protection systems or firefighting equipment these may be referred to WHSQ by an agreed process, for follow up by WHSQ within available resources.
47. Referrals should also include circumstances where a part of the fire protection system and firefighting equipment becomes unserviceable or inoperable and suitable interim measures have not been implemented.

Major Hazard Facilities

48. WHSQ may consult QFD on public safety matters, particularly those associated with a possible MHF identified during planning processes.
49. Under subsection 540 (4) a) iii) of the WHS Regulation, the WHS regulator (WHSQ) must consult with QFD during any determination inquiry.
50. Once a MHF is determined pursuant to section 541 or 542 of the WHS Regulation, WHSQ officers shall check the summary of the emergency plan provided with the safety case outline supplied by the operator of a MHF and may consult with QFD on any immediate actions required.
51. Operators of a determined MHF must supply the emergency plans to QFD, have regard for QFD recommendations, and test the emergency plan in accordance with QFD recommendations prior to applying for a MHF licence.
52. Licenced operators of an MHF must send any updated emergency plans to QFD for consideration.

53. QFD shall acknowledge receipt of the emergency plans relating to an MHF to the operator and to WHSQ via the following email address: mhf@oir.qld.gov.au.
54. QFD will prioritise consideration of MHF emergency plans and liaise directly with the operator and/or the WHSQ MHF Unit. The MHF Unit shall assist QFD with resolving any disputes between the operator and QFD when requested.
55. MHF emergency plans shall be assessed against schedule 16 of the WHS Regulation.
56. QFD shall consider including MHF hazards in the technological hazard section of local emergency plans and consider applications from MHF operators for inclusion in Joint Emergency Services Training (JEST) where the MHF presents a significant technological risk to the community.

Notification Sharing and Access

57. Pursuant to section 348 of the WHS Regulation, MQW duty holders must provide WHSQ with a manifest notification including a manifest of hazardous chemicals for the workplace. MQW duty holders must also provide a copy of the emergency plan for the workplace to QFD pursuant to section 361 of the WHS Regulation.
58. In addition to each agency recording manifest and emergency plan notifications, WHSQ and QFD will share and provide common access to notified manifests, emergency plans and relevant supporting documentation through an agreed mechanism or technology platform.
59. WHSQ and QFD will support timely common access to manifest and emergency plan documentation by minimising delays in the processing and sharing of notifications.
60. Emergency plan recommendations (including GDC) given to a duty holder by QFD pursuant to section 361 of the WHS Regulation will be promptly shared with WHSQ to support compliance monitoring and enforcement.

Interagency Information Sharing, Consultation, and Strategy

61. WHSQ and QFD will develop and maintain formal arrangements to facilitate, wherever possible, the timely and efficient sharing of information about matters affecting, or with potential to affect, work or public health and safety relating to hazardous chemicals at workplaces or dangerous goods at locations other than a workplace within the scope of the *Work Health and Safety Act 2011* and where applicable the *Fire Services Act 1990*.
62. Details and outcomes of QFD hazmat incidents at workplaces and other locations, including:
 - a) incident data [e.g., Response Advice Chemical Emergencies (RACE) incident database or equivalent] for hazardous materials emergencies managed by the QFD Scientific Branch, including on request, access to Reporting Incident Database (or equivalent) reports for WHSQ evidence gathering to support investigations and case studies;
 - b) fire investigation reports associated with hazardous materials emergencies managed by the QFD Fire Investigations Unit;
 - c) QFD information and/or analysis on emerging incident and hazard trends conducted by QFD; and
 - d) relevant QFD turn-out statistics such as QFD response to service station fires.
63. QFD information about WHS issues, concerns, or complaints about workplaces, or locations other than a workplace which pose, or have the potential to pose, a risk to work or public health and safety.
64. QFD information about suspected or confirmed non-compliant MQWs e.g. nil, or non-compliant manifest or emergency plan, failure to submit a manifest or emergency plan, notifications, placarding issues, abandoned underground fuel tanks or any other information deemed relevant.
65. WHSQ information about suspected non-compliances with the Building Fire Safety Regulation 2011 and requirements for the maintenance of fire systems at certain workplaces.

66. Each communication or request for information relating to the MOU, is to be given by one party to the other, in writing, and delivered to the contact officer at the email address stated in Schedule 1.
67. Wherever possible, WHSQ and QFD will collaborate with other agencies on determining the most appropriate agency to represent Queensland on standards committees related to hazardous chemical management. Representatives will consult and share information as the standards are developed and before finalisation.