



This Agreement is made between:

- (1) the Department for Infrastructure Northern Ireland (“DfI NI”) of James House, 2-4 Cromac Avenue, Belfast, BT7 2JB; and
- (2) the Office of Rail and Road (“ORR”) of 25 Cabot Square, London, E14 4QZ.

Individually a “Party” and together “the Parties”

Whereas:

- a) This Agreement (“the Agreement”) is made under section 28(1) of the Northern Ireland Act 1998, and section 13(4) of the Health and Safety at Work etc. Act 1974 (“HSWA 1974”);
- b) In accordance with section 13(5)(b) of the HSWA 1974, the Agreement relates to functions which in the opinion of the Secretary of State can be appropriately performed by the ORR;
- c) It is noted that the Railways Act 2005 (“RA 2005”) transferred safety functions under the HSWA 1974 in respect of the railways industry from the Health and Safety Commission/Executive (“HSC/E”) to the ORR;
- d) The Parties have entered into a Memorandum of Understanding (“the MoU”) which sets out the principles for collaboration between ORR and DfI NI with regard to rail safety in Northern Ireland.

**IT IS HEREBY AGREED THAT –**

1. The DfI NI may raise written requests for the ORR to provide advice, support, and assistance (hereafter collectively referred to as “actions”) to DfI NI in performing its railways’ related functions. The ORR will consider such requests and if agreed, may confirm in writing its decision to provide such advice, support and assistance under the health and safety functions conferred by or under the HSWA 1974. The agreed requests for the actions will form part of ongoing arrangements that may be agreed with or without payment.

2. DfI NI shall ensure that the costs and expenses incurred by ORR in relation to the activities detailed in paragraph 1 are paid in full. These payments shall, unless otherwise agreed in writing, be paid promptly upon receipt of the invoices and notwithstanding this, must be paid within 30 days of receipt.
3. Nothing in this Agreement shall affect the right of DfI NI to perform its functions notwithstanding that it has requested the ORR to exercise the actions conveyed under this Agreement, and when it does so, it shall notify the ORR in writing. The ORR will not exercise any such actions to the extent specified in the notification after having received such notification.
4. All actions covered in this Agreement shall be carried out in accordance with any separate governance arrangements agreed between DfI NI and ORR.
5. DfI NI and ORR shall, unless otherwise agreed in writing, regularly review the terms of this Agreement and must do so at least biennially in the period that this Agreement is in force from the date it comes into effect.
6. This Agreement comes into effect on the date it is signed by the last party to execute this Agreement and shall continue in force until terminated either: (i) on a date agreed by both DfI NI and the ORR; or (ii) on the expiry of 28 days following receipt of a written notice given by one Party to the other.

**In WITNESS of this Agreement the:**

Common Seal of the Department for Infrastructure Northern Ireland has been affixed this 16<sup>th</sup> day of October 2024. The Common Seal of the Department for Infrastructure Northern Ireland is authenticated by:

[signature redacted]  
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Jackie Robinson  
Director, Public Transport Policy & Climate Response Division  
On 16th October 2024

Signed by a duly authorised officer for and on behalf of the Office of Rail and Road.

[signature redacted]  
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Richard Hines  
Chief Inspector of Railways, ORR  
On 31 October 2024