



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

The Office of Rail and Road

AND

The Health and Safety Executive for Northern Ireland

AND

**The Rail Safety Authority (Rail Safety Branch within the Department for
Infrastructure)**

IN MATTERS RELATING TO

Railway Safety in Northern Ireland

1. Introduction

- 1.1. This Memorandum of Understanding (MoU) sets out principles for collaboration between the Office of Rail and Road (ORR), the Health and Safety Executive for Northern Ireland (HSENI) and the Rail Safety Authority (Rail Safety Branch within the Department for Infrastructure – RSA) with regard to rail safety in Northern Ireland (NI). It replaces the MoUs between ORR and the Department for Regional Development (2007) and between ORR and HSENI (2008).
- 1.2. The Department for Infrastructure (DfI) acts as the RSA for NI and is responsible for ensuring railway operators' compliance with the rail safety regulatory framework, including domestic legislation, retained EU legislation and European Technical Specifications for Interoperability.
- 1.3. HSENI provides advice and support to the RSA to enable it to deliver its statutory functions with regards to rail safety. HSENI has obligations and enforcement powers in relation to both mainline and heritage railways in NI.
- 1.4. ORR is the independent safety and economic regulator for Britain's railways. ORR regulates the rail industry's health and safety performance (including for London Underground, light rail, trams and heritage railways) and is responsible for monitoring compliance with health and safety legislation. ORR is not the safety regulator in NI, but since 2017 does have a number of economic regulatory functions for rail in NI, e.g., reviewing the NI infrastructure manager's annual network statement. These functions are set out on ORR's website.

2. Purpose

- 2.1. HSENI and the RSA have specific functions and statutory obligations in relation to rail safety in NI. As safety regulator for Britain's railways, ORR has expertise, knowledge and technical skills with respect to railway safety

matters. All three organisations recognise that collaboration and sharing of expertise and knowledge is beneficial to achieving the safe operation and maintenance of the railway in NI.

2.2. The purpose of this MoU is to set out a broad framework within which knowledge, expertise and information will be shared between the three organisations for the purpose of rail safety. The MoU outlines the high-level principles that the three organisations will follow when working together and sets out the approach to agreeing work plans and the sharing of advice and support with respect to rail safety in NI.

2.3. The contents of this MoU provide a structure for ongoing collaboration and reflect the commitment of each organisation to working together to maintain and enhance rail safety in NI.

3. Collaboration, advice, and support

3.1. ORR recognises that providing technical advice and support to the RSA and HSENI will be beneficial in helping both organisations meet their statutory obligations with respect to rail safety. It will also contribute to the safe operation and maintenance of the railway in NI more generally. The RSA and HSENI will remain the decision makers in terms of discharging their specific statutory duties.

3.2. ORR, RSA and HSENI will maintain positive collaboration with one another and will seek to achieve this through proactive liaison, engagement, and planning when appropriate. Subject to resource constraints and other practical considerations, ORR agrees to support RSA and HSENI with specialist advice and support (in relation to ORR's areas of expertise). The advice and support required is likely to vary each year and therefore the planning and other arrangements will be agreed by operational leads, outside of the MoU (see paragraph 5 below).

3.3. Future work plans for the railway in NI, including the exact advice and support that ORR provides, will continue to be agreed outside of the MoU by operational leads for RSA, HSENI and ORR as required. To help ORR determine and plan the resources it can provide for NI related work, RSA and HSENI will provide ORR with as much notice as possible on proposed work plans and the nature of support required. Regular engagement will take place as required to discuss and agree work plans and to schedule inspections (see paragraph 4.1.4 below).

3.4. ORR, RSA and HSENI will meet at least once annually via a liaison meeting, to be held in Quarter 2 each year. The meeting will be attended by relevant personnel from each organisation. The meeting will act as an avenue to discuss strategic matters and any issues that impact on railway safety in NI, and any operational matters as required. It will also allow for reflection on the working relationships between the three organisations, and consideration as to how the MoU is working in practice (noting that comprehensive reviews of the MoU will take place every five years – see paragraph 7.1).

3.5. As a result of the UK's departure from the European Union, there is a potential for the respective railway legislative regimes for NI and Great Britain (GB) to diverge. The annual liaison meeting will act as an avenue to consider any such emerging divergence and any impacts on the practical advice and support that ORR can provide.

4. Principles for collaboration

4.1. The following principles will guide co-operation between the three organisations:

4.1.1. **Open communication and engagement** – ORR, RSA and HSENI commit to meet annually by way of a high-level liaison meeting. The meeting will principally be used to discuss policy matters and relevant issues that impact on rail safety within NI. The meeting will also allow for

general discussion on the working relationships, as well as the continued relevance of the MoU. Outside of the annual liaison meeting, the three organisations will proactively engage on areas of mutual interest and agree a common approach where appropriate. Where necessary, the organisations will arrange further meetings to discuss issues as and when required. Joint engagement with other organisations may take place as required. All such engagement will be conducted in an open and transparent manner, with minutes taken and agreed by all parties.

4.1.2. **Sharing information** – The organisations will take a proactive approach to sharing information where required. Organisations will inform each other of, and consult on, relevant issues, including strategic direction and plans for change, subject to their legal obligations. Each organisation will meet their legal obligations for any information requests they receive in connection with this MoU. Where a specific information sharing agreement between parties is required, this will be co-ordinated outside of the MoU and put in place accordingly.

4.1.3. **Sharing of expertise** – all three organisations recognise that the sharing of expertise and knowledge is crucial in ensuring the safety of the railway in NI. Wherever possible, the organisations will work together to provide support and assistance to one another according to their respective areas of expertise.

4.1.4. **Forward planning and agreement on resources** – ORR, RSA and HSENI will continue to agree future work plans and inspection regimes through engagement between the respective operational leads. This will allow for planning and agreement on effective use of resources and allocation of expertise to undertake such work.

4.1.5. **Engagement on EU and international rail policies** – GB and NI may be subject to different legislative regimes, with NI continuing to implement European Technical Specifications for Interoperability as required under the NI Protocol. The organisations in this agreement will

continue to engage on any developments, recognising that there may be potential for divergence between GB and NI, and acknowledging the impact this may have in terms of resourcing and planning.

5. Specific joint working arrangements

5.1. Specific joint working agreements will continue to be agreed by operational leads as required. Any work plans and working arrangements will be jointly developed and agreed by the organisations, and their operation will continue to be monitored at the working level.

6. Governance

6.1. Points of contact

6.1.1. Each organisation will designate named contacts for engagement under this MoU and for maintaining good working relationships between the three organisations. The named contacts will also be responsible for all other issues requiring a co-ordinated approach to rail safety between the organisations. Hosting and administrative arrangements for meetings and other engagement will rotate between the three organisations, as agreed by the contacts.

6.2. Urgent and emerging issues

6.2.1. There may be instances where emerging issues arise which require a more urgent response. Such issues should be brought to the attention of the named contacts in the first instance, who will escalate within their respective organisations accordingly.

6.2.2. The organisations will also provide one another with out-of-hours emergency contact details that can be used should urgent issues arise during non-working hours.

6.2.3. Disputes about the interpretation or implementation of this MoU should be resolved through consultation between the parties. The parties should seek to resolve the issue through dialogue and negotiation. Where such an approach fails to resolve the issue, it will be escalated to the Chief Executives of ORR and HSENI and the DfI Director (Gateways and EU Relations) as required.

6.3. Financial arrangements

6.3.1. ORR will be fully reimbursed for any inspection activity or technical support carried out under this MoU, including any preparatory work, by the RSA. This includes any assistance HSENI obtains from ORR to support RSA in carrying out its statutory functions. Where necessary and as appropriate, costs will be discussed and agreed in advance of any work or support being undertaken. Each organisation will bear its own costs resulting from the general co-operation requirements under this MoU (excluding chargeable work by ORR).

6.4. Conflicts of interest

6.4.1. In the context of activity within the scope of this MoU, should a potential conflict of interest be identified by any organisation, they will make it known to the other organisations.

7. Monitoring and review of MoU

7.1. A full review of the MoU will take place every five years (and sooner if a substantive need arises). The ongoing operation of the MoU and its continued relevance will also be considered at regular meetings. Any changes to the MoU will involve all parties and will be agreed by each organisation in accordance with their own governance arrangements.

8. Termination

8.1. The MoU comes into effect on the date it is signed by all three parties. The MoU can be terminated on the expiry of six months' written notice of termination given by one party to the other two parties, or on a date agreed between all parties.

Signed by John Larkinson on behalf of the Office of Rail and Road:



Date: 30 September 2022

Signed by Robert Kidd on behalf of the Health and Safety Executive for Northern Ireland:



Date: 13th September 2022

Signed by Claire Cockerill on behalf of the Department for Infrastructure:



Date: 31/8/22

Date of next review: September 2027