



MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES COAST GUARD AND THE BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT REGARDING CONTINUED PARTNERSHIP TO ENSURE SAFETY AND ENVIRONMENTAL PROTECTION ON THE UNITED STATES OUTER CONTINENTAL SHELF

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are the United States Coast Guard (USCG) and the Bureau of Safety and Environmental Enforcement (BSEE).
2. **BACKGROUND.** Through this MOU, the Parties seek to continue the partnership established through the BSEE-USCG MOU dated November 27, 2012, regarding agency coordination of responsibilities for the regulation of activities on the Outer Continental Shelf (OCS). This MOU supersedes the November 27, 2012, MOU in order to update how the Parties intend to coordinate their jurisdiction over regulation of OCS facilities and units¹ to ensure safety and environmental protection.
3. **AUTHORITY.** The USCG is authorized to enter into this MOU under the provisions of 14 U.S. Code (U.S.C.) §§ 504(a)(20) and 701. The USCG regulates offshore activities pursuant to: the Outer Continental Shelf Lands Act (OCSLA), as amended, 43 U.S.C. §§ 1331 *et seq.*, including §§ 1333, 1347, 1348, 1356; the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 *et seq.*, including 33 U.S.C. § 2712(a)(5)(A); Section 311 of the Federal Water Pollution Control Act, also known as the Clean Water Act, 33 U.S.C. § 1321; the Maritime Transportation Security Act, 46 U.S.C. § 70103; and Executive Order 12777. Applicable USCG regulations are found under parts of Titles 33 (Navigation and Navigable Waters) and 46 (Shipping) of the Code of Federal Regulations (CFR), as well as under the National Contingency Plan, 40 CFR part 300. The International Convention on Maritime Search and Rescue, the International Convention on Aviation Search and Rescue, and the National Search and Rescue Plan (NSP) establish requirements for the national search and rescue (SAR) services. The NSP designates the USCG as SAR Coordinator (SC) with overall responsibility to ensure planning for those services are properly coordinated.

BSEE is authorized to enter this MOU under the provisions of OCSLA, including 43 U.S.C. §§ 1344(h), 1346(c), 1347(f), and 1348(a), and Executive Order 12777, section 9. BSEE regulates OCS facilities and activities under the authority of OCSLA, as amended, 43 U.S.C. § 1331 *et seq.*; Section 311 of the Federal Water Pollution Control Act, also known as the Clean Water Act, 33 U.S.C. § 1321; and Executive Order 12777. Applicable BSEE regulations are codified in Title 30 (Mineral Resources), Chapter II of the CFR.

The terms used in this MOU have the meanings given to them in the authorities listed above.

¹ BSEE describes the scope of its jurisdiction by using the term “facility,” which includes installations and devices permanently or temporarily attached to the seabed as defined at 30 CFR 250.105. USCG describes the scope of its jurisdiction by using the term “unit,” which includes facilities, rigs, platforms, vessels, vehicles, and structures. In this MOU, the term “unit” includes most facilities, rigs, and platforms but it also includes certain vessels and vehicles over which BSEE generally lacks jurisdiction. As used here, the term “unit” does not pertain to the concept of unitization.

4. **PURPOSE.** The purpose of this MOU is to identify the roles and responsibilities of the USCG and BSEE for the oversight of OCS activities. This MOU will promote interagency consistency in the regulation of OCS activities under their respective jurisdictions to minimize duplication of effort and aid the Parties in the successful completion of their assigned missions and responsibilities.

The goal of this MOU is to promote the safety of life and property and the protection of the environment by:

- Fostering communication and cooperation between the Parties.
- Promoting compliance with applicable regulations.
- Optimizing use of expertise and resources, as well as coordinating efforts with respect to offshore safety and environmental protection.
- Fostering the development of common, compatible regulations and policies.
- Encouraging adoption of similar codes and standards.
- Promoting appropriate oversight and effective enforcement actions.
- Promoting development of standards and recommendations to industry to mitigate OCS activities' impact on the safety of the maritime public.

5. **RESPONSIBILITIES:**

Generally, the Parties have the following responsibilities:

The USCG, within the Department of Homeland Security (DHS), regulates the safety of life and property, the safety of navigation, and the protection of the environment on OCS units engaged in OCS activities. The USCG also regulates workplace safety and health, as well as enforcing requirements related to personnel, workplace activities, conditions, and equipment on the OCS. The USCG is the designated Federal On-Scene Coordinator for any discharge or release, or the substantial threat thereof, that occurs within the coastal zone. The USCG is also responsible for security requirements for certain OCS units under 46 U.S.C. chapter 701 and the Maritime Transportation Security Act's implementing regulations in 33 CFR subpart H. Additionally, the USCG performs the functions of SC for all maritime and certain aeronautical search rescue regions and is given authority pursuant to 14 U.S.C. § 521 to perform any and all acts necessary to rescue and aid individuals.

BSEE, within the Department of the Interior (DOI), exercises safety, environmental, and operational enforcement functions related to OCS activities, including developing regulations governing OCS operations, permitting, conducting inspections and investigations, enforcing regulatory requirements, assessing penalties, conducting research, as well as overseeing oil spill response planning and preparedness for offshore facilities seaward of the coastline.

Both Parties commit to:

- a. *Information Sharing.* To aid in the completion of their respective missions, the Parties will promote electronic information sharing, subject to the requirements of the Privacy Act and requirements regarding the protection of classified and commercially proprietary

information. The Parties will endeavor to accept, to the extent practicable, electronic means of reporting information required by regulation. When possible, direct access to electronic data will be made available to the other Party; however, it is recognized that some databases require specific skill sets, software, or hardware to access and may contain sensitive information. Therefore, it may not always be possible to provide the other Party with direct access to these databases. In addition, to the maximum extent practicable, the Parties will endeavor to synchronize information, such as adopting and using an agreed-to naming convention for OCS facilities. The Parties will exchange or otherwise make available charts, maps, schematics, or other graphical representations depicting the geographical boundaries of each Party's regional offices and commands including, but not limited to, Districts and Captain of the Port zones.

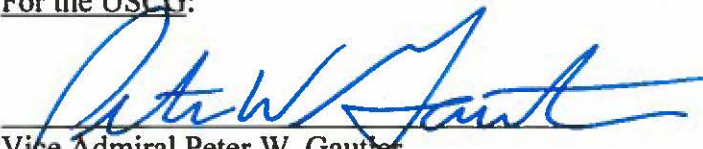
- b. *Research.* To leverage research opportunities and to aid in the completion of their missions, the Parties are committed to collaborating on research projects whenever possible. BSEE conducts research primarily through its Office of Offshore Regulatory Programs and its Oil Spill Preparedness Division. The USCG primarily conducts research through the USCG Research and Development Center. BSEE and USCG will conduct annual coordination meetings to discuss information transfer, priorities, and joint funding opportunities. Routine communications on research will occur between annual meetings as necessary. Both Parties will establish mechanisms for sharing research products on a timely basis.
- c. *Regulatory and Policy Development.* To eliminate duplication of effort and promote consistency of regulations and policies where shared responsibilities exist, the Parties will provide to each other relevant information for review and comment early and throughout the regulatory and policy development process. Consistent with the Administrative Procedure Act, the Parties may share draft rules and supporting analysis, but the Parties will not divulge the drafts and analysis to the public. The Parties will, to the maximum extent practicable, endeavor to adopt common material, design, and approval standards in their regulations and policies.
- d. *Freedom of Information Act.* In the event a Party receives a Freedom of Information Act (5 U.S.C. § 552) request for records related to the subject of this MOU, it will: (a) consult with the other Party before releasing any responsive records to the requester when another Party has a substantial interest in the responsive records; and (b) refer the request to the other Party for processing when the responsive records originated with the other Party.
- e. *Exchange of Services and Personnel.* The Parties will endeavor to make personnel available to support mutual work objectives, workshops, conferences, seminars, training opportunities, committees, drills, and work teams. Exchange of services and personnel will generally be non-reimbursable subject to applicable laws and regulations.
- f. *Implementing this MOU.* The Parties will review their internal procedures and, where appropriate, revise them to accommodate the provisions of this MOU. The Points of Contact identified in Enclosure 1 and discussed further in paragraph 8 will be responsible for ensuring that their respective agencies are aware of the terms and conditions of this MOU.
- g. *Memoranda of Agreement (MOAs) and Additional Procedural Documents - Development and Implementation.* MOAs and procedural documents developed under the terms of this

MOU will provide specific guidance on each Party's role and shared responsibilities for regulating various OCS activities and OCS facilities and units. The Parties will cooperate through their designated representatives in the development and implementation of each specific MOA or procedural document. The MOAs will be numbered sequentially as OCS-01, OCS-02, OCS-03, etc. Development, approval, modification, publication, exchange, and termination of MOAs for the USCG will be administered by the Assistant Commandant for Prevention Policy (CG-5P) and Assistant Commandant for Response Policy (CG-5R); and for BSEE by the Deputy Director (or cognizant program manager). Either Party may recommend the development or revision of an MOA or procedural document. Once the Parties agree to develop or revise an MOA or procedural document, they will thereafter develop a schedule to complete the development or revision. A list of completed MOAs and procedural documents will be noted in Enclosure 2 of this MOU. Enclosure 2 may be updated by mutual written agreement by the Parties and will be entitled, "Updated MOAs and Procedural Documents," with version date. Such updates to Enclosure 2 will not constitute material changes to this MOU and, as such, will not require that the MOU itself be updated. Instead, the "Updated MOAs and Procedural Documents" list will become the operative enclosure.

6. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
7. FUNDS AND STAFFING. Nothing in this MOU may be construed to obligate or commit funds or serve as the basis for a transfer of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code. Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources in advance, or in excess of, the availability of appropriations from Congress. Nor does this MOU obligate the Parties to spend funds on any particular project, or purpose, even if the funds are available.
8. POINTS OF CONTACT. Each Party may change its point of contact upon reasonable notice to the other Party. The attached Enclosure 1 lists respective points of contact for implementation of this MOU. On or around the anniversary of the effective date of this MOU each year, each Party will review and update the Point of Contact list, then document and communicate those updates to the other parties. Any updates to the Points of Contact will not constitute material changes to this MOU.
9. REVIEW OF AGREEMENT. This MOU will be reviewed annually on or around the anniversary of its effective date for financial impacts and biennially in its entirety.
10. MODIFICATION. This MOU may be modified upon the written mutual consent of the Parties.
11. TRANSFERABILITY AND ENFORCEABILITY. This MOU is not transferable except with the written consent of the Parties. This MOU is not intended, and should not be construed, to create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by any person or Party against the Parties, their parent agencies, the United States or the officers, employees, agents or other associated personnel thereof.

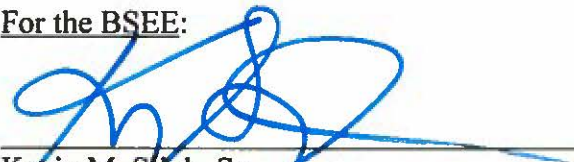
12. **DISPUTES.** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with this MOU.
13. **CONFLICTS OF LAW OR POLICY.** Nothing in this MOU is intended to conflict with current law or regulation or the directives of the United States Coast Guard, the Department of Homeland Security, Bureau of Safety and Environmental Enforcement, or Department of the Interior. If a term of this MOU is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this MOU will remain in full force and effect.
14. **ENTIRETY OF THE AGREEMENT.** This MOU, consisting of five pages, represents the entire and integrated understanding between the Parties, and supersedes all prior negotiations, representations, and agreements on the subject, whether written or oral.
15. **AFFECTED DOCUMENTS.** Upon this MOU becoming effective the BSEE - USCG MOU dated 27 November 2012 is superseded. All existing MOAs and procedural documents established under the 2012 MOU remain in effect until cancelled, terminated, or superseded.
16. **EFFECTIVE DATE.** This MOU will become effective upon the signature of both Parties.
17. **EXPIRATION DATE.** This MOU will expire 10 years after the original effective date.
18. **TERMINATIONS.** The terms of this MOU, as modified with the consent of both Parties, will remain in effect for 10 years. This MOU may be extended by the mutual written agreement of the Parties. Either Party may terminate this MOU upon 30-day written notice to the other Party.
19. **APPROVING OFFICIALS.**

For the USCG:


Vice Admiral Peter W. Gautier
Deputy Commandant for Operations

Date: December 13, 2023

For the BSEE:


Kevin M. Singh, Sr.
Director

Date: December 13, 2023

ENCLOSURE 1

POINTS OF CONTACTS

Last Updated: December 13th, 2023

The Points of Contact for each Party is responsible for the following:

1. To ensure that their respective agency is aware of the terms and conditions of this MOU and any updates to those terms and conditions.
2. To periodically review (no greater than quarterly intervals) and update Enclosure 2 to ensure the “List of Memoranda of Agreement and Procedural Documents” is accurate and current.
3. To annually review, on or around the anniversary of its effective date, this MOU for financial impacts and biennially in its entirety.

The Point of Contact for the United States Coast Guard is:

Position: Director of Commercial Regulations and Standards
Office Symbol: CG-5PS
Name: Jeff Lantz
Phone: (202) 372-1350
Email: jeffrey.g.lantz@uscg.mil

The Point of Contact for the Bureau of Safety and Environmental Enforcement is:

Position: Chief of Offshore Regulatory Programs
Office: OORP
Name: Stacey Noem
Phone: 703-787-1222
Email: Stacey.Noem@bsee.gov

ENCLOSURE 2

LIST OF MEMORANDA OF AGREEMENT AND PROCEDURAL DOCUMENTS

Last Updated: December 13th, 2023

This list will also be maintained at www.bsee.gov/interagency and <https://www.dco.uscg.mil/Our-Organization/Assistant-Commandant-for-Prevention-Policy-CG-5P/Commercial-Regulations-standards-CG-5PS/Office-of-Operating-and-Environmental-Standards/vfos/BSEE/>. The MOU Points of Contact will ensure that the List of Memorandum of Agreement and Procedural Documents (attached here and online) is updated within 30 days of finalizing a new agreement or document and sharing the updates between the Parties.

	Document Type:	Name:	Effective Date	USCG POC	BSEE POC
1.	MOA	OCS-02 - Civil Penalties	1/10/2017	Office of Investigations & Casualty Analysis (CG-INV)	Safety and Enforcement Division
2.	MOA	OCS-03 - Oil Discharge Planning, Preparedness, and Response	1/18/2017	Office of Marine Environmental Response Policy (CG-MER)	Oil Spill Preparedness Division
3.	MOA	OCS-04 - Floating Offshore Facilities	1/28/2016	Office of Operating & Environmental Standards (CG-OES)	Office of Offshore Regulatory Programs (OORP), Inspection Policy Branch (IPB)
4.	MOA	OCS-05 - Incident Investigations	1/18/2017	Office of Investigations & Casualty Analysis (CG-INV)	Safety Incident and Investigations Division
5.	MOA	OCS-06 - Offshore Renewable Energy	7/27/2011	Office of Operating & Environmental Standards (CG-OES)	Renewable Energy and Regulatory Compliance
6.	MOA	OCS-07 - SEMS and SMS	1/10/2017	Office of Operating & Environmental Standards (CG-OES)	OORP, Safety Environmental Management System Section
7.	MOA	OCS-08 - MODUs	6/4/2013	Office of Operating & Environmental Standards (CG-OES)	OORP, IPB
8.	MOA	OCS-09 - Fixed Platforms	9/19/2014	Office of Operating & Environmental Standards (CG-OES)	OORP, IPB