

**SYSTEMS INTEGRITY SAFETY PROGRAM (SISP)
AGREEMENT**

Between _____
**AND U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY
ADMINISTRATION (PHMSA)**

1. GENERAL STATEMENT OF PURPOSE

To cooperatively enhance quality assurance and compliance with 49 CFR Parts 107 & 171-180 (Hazardous Materials Regulations or HMR), utilizing methods alternative to the traditional enforcement approaches to achieve the goals and objectives of the SISP. These goals and objectives are to promote and enhance transportation safety by offering assistance to entities affecting the transportation of hazardous materials.

2. THE PARTIES; FACILITIES COVERED; CONTACTS

a. Company Name

i. _____ is a _____ (e.g. Corp, LLC, Association) with a principal address of _____.

ii. The entities and locations to be covered by this Agreement (hereinafter "Participant") include:

iii. For purposes of implementing this Agreement, the principal contact is _____
_____. (Should be present at all site visits)

iv. Participant was selected for this agreement based on the following criteria:

(1)

(2)

b. PHMSA:

- i. PHMSA is the U.S. Department of Transportation modal administration charged with overseeing the regulatory requirements of the Hazardous Materials Transportation Act and other related statutes and regulations. Its Headquarters is located at 1200 New Jersey Ave, SE, Washington, DC 20590.
- ii. The PHMSA regional office that will oversee implementation of this Agreement is located at _____.
- iii. The SISP Regional Coordinator, _____, will serve as the primary PHMSA point of contact.
- iv. PHMSA is the governmental party to this Agreement. This Agreement only binds PHMSA and is not binding on the Federal Aviation Administration, the Federal Motor Carrier Safety Administration, the Federal Railroad Administration or any other governmental entity.

3. SCOPE OF AGREEMENT

- a. PHMSA and Participant will cooperatively develop a Systems Integrity Safety Program Plan (hereinafter “the Plan”) which will specify the actions to be taken by each party and will facilitate the exchange of information.
- b. The Plan should include the following elements:
 - Documentation review and analysis
 - Site visits to selected locations
 - Review and evaluation of processes and procedures
 - Interviews with selected personnel
 - Identification of potential deficiencies
 - Final Recommendation Report
- c. In order to facilitate flexibility, the Plan will consist of multiple phases. The Plan may be amended as needed subject to agreement by both parties.
- d. Participant agrees to disclosure and production of its data, processes, systems and operations as necessary to facilitate a complete and accurate assessment of Participant’s hazmat operations. Proprietary, confidential, and competitive sensitive data and documents either will be made available for review but not released to PHMSA, or will be released to PHMSA under the provisions of 49 CFR §105.30, at Participant’s discretion.

4. PLAN TIMETABLE

a. Documentation Review and Analysis

Participant must provide required information no later than [30] days following acceptance of this Agreement by both parties. Required information includes a much broader range of documents than those examined during a routine hazardous materials inspection. The completion date for the analysis phase will be no later than [60] days following receipt of the required information.

Information to be provided by Participant:

(Insert items to be provided – For example):

- a. Number of hazmat employees at each location identified in 2.a.ii.
- b. Total annual hazmat shipments from each location identified in 2.a.ii.
- c. Vendors of any hazmat products that are supplied pre-packaged by the vendors.
- d. Packaging types and suppliers for each location identified in 2.a.ii.
- e. Copies of UN test reports and closure instructions for each type UN packaging.
- f. Carriers used by each location identified in 2.a.ii, and percentage of hazmat shipments by each carrier.
- g. Training sources.
- h. Written procedures/instructions regarding shipping, packaging, etc.

b. Scope and Execution

The SISP Regional Coordinator will analyze the information provided and communicate their results to the Participant. Based on the complexity and breadth of an entity's operations, the Parties [will/have] cooperatively develop[ed] the Plan. After acceptance by both parties, the Plan will be appended to this agreement. The Plan will specify each location selected for a site visit, [and/to] be scheduled at reasonable and mutually acceptable dates and times for both parties. The site(s) [will be/ have been] selected based on [the results of the Documentation Review and Analysis and any other relevant information available to PHMSA]. In most cases, site visits will be scheduled in conjunction with Participant's primary representative, named in Section 2.a.iii.

Site visits will include joint inspection of current operations, in addition to any systemic enhancements resulting from prior SISP site visits. The person named in Section 2.b.iii will be the primary PHMSA representative participating in these visit(s). In addition to the review of processes and procedures, site visits will include interviews with appropriate personnel and pertinent data/information collection.

Participant agrees to make appropriate personnel available for interview. At the end of each site visit, PHMSA will provide a list of apparent compliance issues identified, if any. The Plan will include deadlines (usually 10 days) for Participant to provide initial corrective action for any issues identified by PHMSA. Corrective actions must be implemented at all entities/facilities identified in Section 2.a.ii.

During or as a result of a site visit, PHMSA may offer suggestions to improve safety beyond the level required for compliance with the hazardous materials transportation regulations. Participant is under no obligation to accept any or all of these suggestions.

c. Final Recommendation Report

PHMSA will prepare a Final Recommendation Report, which will describe any probable violations identified and Participant's corrective actions. In addition, PHMSA may provide recommendations regarding actions Participant may wish to take to enhance safety beyond the level required by regulation.

The parties may hold a final meeting to debrief and discuss the Final Recommendation Report, including additional comments for improvement or compliance program effectiveness.

5. CONFERENCES AND MEETINGS

The parties anticipate they will hold conferences or meetings, as required.

6. NO ENFORCEMENT ACTIONS

a. During the term of this Agreement, PHMSA will suspend all routine inspection activities involving sites identified in Section 2.a.ii.

b. PHMSA will not issue, take or initiate any type of enforcement action against Participant based upon or related to observations or evidence collected at sites identified in Section 2.a.ii during the term of this Agreement, unless this Agreement is terminated due to a breach of the Agreement.

c. Notwithstanding Section 7.b. above, PHMSA reserves its right to issue, take or initiate enforcement action against Participant for violations of the HMR that PHMSA believes to be willful.

d. Notwithstanding Section 7.b. above, PHMSA reserves its right to issue, take or initiate enforcement action in instances where a safety violation presents an imminent hazard.

e. **No** Waiver of Pending Enforcement Actions. Pending enforcement actions or penalty assessments against Participant as of the effective date of this Agreement will **not** be dismissed.

7. CONFIDENTIALITY AND PUBLICITY

a. Certain details about Participant's participation in this Agreement may be publicized.

b. Participant must adhere to 49 CFR §105.30 in order to request confidential treatment for any records the Participant submits to PHMSA.

8. NO ADMISSION AND COMPLIANCE WITH LAW

- a. Participation in this Agreement is not an express or implied admission of any fault or violation of law or regulation.
- b. PHMSA will refrain from initiating civil penalty procedures against the participant for probable violations identified during the term of this Agreement, unless this Agreement is terminated due to a breach of the Agreement.
- c. Participant has a continuing obligation to comply with laws and regulations applicable to its facilities and sites. If Participant discovers or has questions about compliance with the HMR during the term of this Agreement, Participant may bring such findings to PHMSA for discussion concerning compliance improvements and will not be subject to enforcement actions by PHMSA.
- d. Participant will continue to exercise good faith in complying with all laws and regulations during the term of this Agreement.

9. MISCELLANEOUS

- a. Authority to Execute Agreement. Each of the persons executing this Agreement on behalf of the parties represents that it has full authority to execute the Agreement on behalf of the party.
- b. Amendments. No addition, amendment or variation of this Agreement shall be binding unless reduced to writing and signed by a duly authorized representative of each party.
- c. Each party will be responsible for its own costs in implementing this Agreement.

10. TERM OF AGREEMENT

- a. The effective date of this Agreement is _____.
- b. The term of this Agreement will be _____ months from the effective date of this Agreement.
- c. Either party may terminate this Agreement upon 30 days advance, written notice to the other party without penalty.
- d. The term of this Agreement may be extended upon agreement of both parties and the execution of an addendum.
- e. PHMSA may terminate without prior notice upon breach of any provision of this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date indicated above.

By: _____

Title: _____

Date: _____

U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZAROUS MATERIALS SAFETY ADMINISTRATION

By: _____

Title: _____

Date: _____