

**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 _____ (Corp, LLC) with a principal address of _____.

ii. The entities and locations to be covered by this Agreement (hereinafter “the participant”) include:

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

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

NOTE: CRITERIA TO BE ADDED IN THIS SPACE

- 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 PLAN

- a. PHMSA and the participant will develop a Systems Integrity Safety Program Agreement 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 will include, at a minimum, the following elements:
 - Data analysis
 - Site visits to selected locations
 - Review and evaluation of processes and procedures
 - Review of pertinent documentation
 - Interviews with selected personnel
 - Identification of potential deficiencies
 - Recommendations
- c. The Plan will consist of multiple phases. The terms of each phase will be incorporated into a written document, a Phase Plan. After acceptance by both parties, the Phase Plan will be appended to this agreement. Each Phase Plan may be amended subject to agreement by both parties. In addition, Phases 1 and 2 may be repeated in an iterative process, as needed.

4. TIMETABLE

- a. Phase 1 – Data Analysis

Development of the Phase 1 Plan will be completed no later than _____. The participant must provide the required information (to be specified in the Phase Plan) no later than 30 days following acceptance of the Phase 1 Plan by both parties. Required information will likely include a much broader range of documents than those examined during a routine inspection, as the SISP Coordinator will be assisting the participant with determining the root causes of the safety problems. PHMSA will provide a report summarizing its findings from its analysis of the data provided by participant. The completion date for Phase 1 will be specified in the Phase Plan.

b. Phase 2 – Site Visits and Interviews

Development of the Phase 2 Plan will be completed no later than ____ days following the completion of Phase 1. The Phase 2 Plan will specify each location selected for a site visit. Site visits will provide the opportunity for the participant and PHMSA to observe jointly the current operations and any improvements resulting from prior site visits. Site visits also will provide the opportunity for the participant and PHMSA to assess the feasibility of implementing each Plan element. 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. The site(s) will be selected based on the results of Phase 1 and any other relevant information available to PHMSA. Site visits will be scheduled at a reasonable and mutually acceptable date and time for both parties. In most cases, site visits will be scheduled in conjunction with the participant’s primary representative, named in Section 2.a.iii.

The participant agrees to full disclosure and production of its data, processes, systems and operations to facilitate a complete and accurate assessment. The participant agrees to make appropriate personnel available for interview. At the end of each site visit, PHMSA will provide a list of probable violations identified, if any. The Phase 2 Plan will include deadlines (usually 10 days) for the participant to provide initial corrective action for any probable violations 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 comments about “best business practices.” The parties agree any such comments will be treated as suggestions or assistance for improving safety, but the participant is under no obligation to accept any or all of these comments.

c. Phase 3 – Feedback

After completion of Phase 2, PHMSA will prepare a Final Recommendation Report. The parties will hold one final meeting to debrief and to discuss the Final Recommendation Report, including additional comments for improvement or compliance program effectiveness. This meeting will be held approximately two (2) weeks prior to the expiration of this Agreement and will include participants as mutually agreed by both parties.

The report will include any probable violations identified and the participant's corrective actions. In addition, PHMSA will provide recommendations regarding "best business practices." The participant agrees to provide a response to each recommendation (agree to implement, will continue to consider, will not implement) no later than the termination date of this Agreement. The participant will complete a survey providing feedback regarding its experience in the SISP.

5. CONFERENCES AND MEETINGS:

In addition to any interaction provided for elsewhere in this Agreement, the parties anticipate they will hold conferences or meetings during the term of this Agreement to discuss implementation of this Agreement. Participants in and locations for the meetings will be as mutually agreed by the parties.

6. NO ENFORCEMENT ACTIONS.

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

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

c. Notwithstanding Section 6.b. above, PHMSA reserves its right to issue, take or initiate enforcement action against the participant for violations of the HMR that PHMSA believes to be willful.

d. Notwithstanding Section 6.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 the participant as of the effective date of this Agreement will **not** be dismissed.

7. CONFIDENTIALITY AND PUBLICITY:

a. The participant must adhere to 49 CFR 105.30 in order to claim confidential treatment for any information it submits pursuant to this agreement.

b. Upon mutual agreement of the parties, certain details about the participant's participation in this Agreement may be publicized.

8. NO ADMISSION AND COMPLIANCE WITH LAW:

- a. The existence of this Agreement or the participant's participation in this Agreement is not an express or implied admission of any fault or violation of law or regulation by the participant, its parent, affiliates, or subsidiaries and their respective directors, officers, employees, or agents.
- b. PHMSA is exercising its enforcement discretion by agreeing to refrain from initiating civil penalty procedures against the participant for probable violations identified during the term of this Agreement.
- c. The participant understands that, while this Agreement provides that PHMSA will suspend inspection and enforcement for the term of this Agreement, the participant has a continuing obligation to comply with laws and regulations applicable to its facilities and sites. If the participant discovers or has questions about compliance with the HMR during the term of this Agreement, the participant may bring such findings to PHMSA for discussion concerning compliance improvements and will not be subject to enforcement actions by PHMSA.
- d. The participant agrees to 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: _____