

# **MEMORANDUM OF UNDERSTANDING**

between

**Tertiary Education Quality and  
Standards Agency (TEQSA)**

and

**The Council of Private Higher  
Education Inc. (COPHE)**

for Collaboration and Information Sharing

2017 – 2020

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## **Preamble**

- A. TEQSA was established under the *Tertiary Education Quality and Standards Agency Act 2011* (TEQSA Act) as the national regulator for Australia's higher education sector. TEQSA's functions, which are set out in section 134 of the TEQSA Act, include registering higher education providers, accrediting higher education courses of study and conducting compliance assessments or quality assessments on matters related to registered higher education providers or courses of study. TEQSA is also a designated authority and delegate of the Minister and Secretary under the *Education Services for Overseas Students Act 2000* (ESOS Act).
- B. COPHE is a peak body representing Australian private higher education providers.
- C. The parties have decided to enter into this MOU as a framework for cooperation between TEQSA and COPHE, to facilitate the exchange of information and materials to improve outcomes for both organisations.

## **1 Overview of arrangement**

The MOU outlines the basis on which the parties agree to share information on matters of mutual interest.

While this MOU is not intended to create any legal obligations, both parties undertake to adhere to the provisions of this MOU in good faith, with a commitment to work cooperatively in a spirit of mutual trust and respect.

## **2 Period of Operation**

This MOU will take effect from the date of its signature and will continue for three years, unless terminated earlier in accordance with clause 8.

## **3 Liaison**

The parties agree that, where appropriate, they will consult with each other on matters of mutual interest. These matters may include the exchange of information, policy development and implementation, research and analysis.

## **4 Information sharing**

TEQSA and COPHE will keep each other advised, in a timely manner, of matters relevant to each other's jurisdiction and/or operation. Subject to legislative restrictions on disclosure, each party may from time to time and where appropriate:

- a. share intelligence identifying emerging risks, themes and opportunities; and
- b. contact the other party to request particular information relevant to their functions.

The parties agree that where such a request is made:

- a. the request will be made by the MOU Manager of the requesting party to the MOU Manager of the receiving party; and

- b. the request will be made in writing and will include details of the information sought, the relevance of the information to the functions of the requesting party and the time in which the information is sought.

Where the party to whom a request is made considers that it is unable to provide some or all of the information requested, that party will provide the requesting party with reasons for that position.

## **5 Costs**

Each party agrees to bear its own costs in performing its functions under this MOU.

## **6 Confidentiality and privacy**

Each party agrees to comply with the obligations of confidentiality imposed by their governing legislation (if applicable), and with the *Privacy Act 1988*.

Confidential Information, for the purposes of this MOU, is information that (a) is by its nature confidential; (b) is designated by the party making it available as confidential or (c) the receiving party knows or ought to know is confidential.

The parties agree not to disclose any Confidential Information of the other party without the prior written approval of that party. In giving written approval to any disclosure of information, a party may impose conditions of usage and each party agree to comply with the conditions imposed by the other party.

The parties agree that these confidentiality obligations do not apply to any disclosure of information:

- to the Department of Education and Training, the Minister or the staff of the Minister;
- in response to a request by a house or a committee of the Parliament of the Commonwealth of Australia;
- that is authorised or required by law; or
- where the information is in the public domain otherwise than by a disclosure from the receiving party.

However each party agrees to consult the other party, to the extent practicable, where it proposes to disclose confidential information in these circumstances.

## **7 Dispute Resolution**

The MOU Managers will use their best endeavours to resolve any differences or difficulties related to this MOU in a pragmatic manner to achieve agreed objectives. If either party identifies an issue or dispute concerning a matter within the scope of the MOU requiring resolution, then the agreed process for resolving such matter is as follows:

- a. the MOU Managers will discuss the issue and attempt to resolve the issue within 10 Business Days;

- b. if the MOU Managers are unable to resolve the issue, the issue will be referred to senior managers not previously involved in the issue

## **8 Review, amendment and termination**

The parties agree that the MOU Managers will review the operation of this MOU at annual intervals from the commencement of this MOU. The review meetings will consider matters including, but not limited to, the extent to which the terms of this MOU reflect the needs of both parties.

Where either party wishes to amend any aspect of this MOU, that party shall notify the other party in writing of the proposed amendments, and the MOU Managers shall negotiate in good faith on whether, and the extent to which, amendments should be made to the MOU.

In the case of a machinery of government change or organisational change of significance involving either party, the parties agree to meet as soon as practicable to discuss whether, and the extent to which, the MOU should be amended.

Where the parties agree on amendments to be made, the amendments will apply from the date on which a revised written version of this MOU is agreed in writing between the parties.

Either party may terminate this MOU in whole or in part with the provision of three months written notice. Where a party provides a notice of termination in accordance with this clause 8, the parties agree to work together in good faith to make suitable transition arrangements, where deemed necessary by either party, in relation to the termination of the MOU (or for that part of the MOU which is the subject of the notice).

## **9 MOU Managers**

The following MOU Managers are nominated as the appropriate points of contact for any matters arising under this MOU.

TEQSA:


Position: Director Engagement  
Address: Tertiary Education Quality Assurance Agency  
Level 14, 530 Collins Street MELBOURNE VIC 3000  
Phone: +61 3 8306 2430  
Email: Karen.Treloar@teqsa.gov.au


COPHE:

Position: Chief Executive Officer  
Address: Council of Private Higher Education  
Level 5, 47 Neridah Street, Chatswood NSW 2067  
Phone: 02 8021 0841  
Email: Simon.finn@cophe.edu.au

IN WITNESS WHEREOF the parties have executed this MOU.

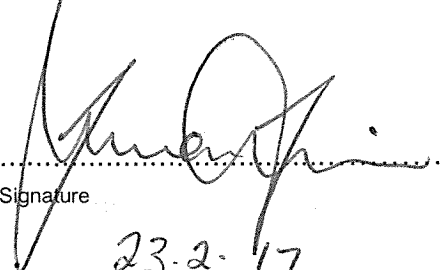
SIGNED for and on behalf of )  
TEQSA )  
by Anthony McClaran )  
Chief Executive Officer )  
of the Tertiary Education Quality )  
and Standards Agency )  
In the Presence of: )

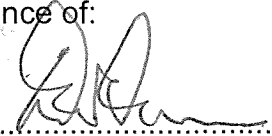
  
.....  
Signature  
23/2/17  
.....  
Date

  
.....  
WITNESS

*Rosemary Marcon, Manager Executive Office TEQSA*  
.....  
Full name and position of witness (Please print)

SIGNED for and on behalf of )  
COPHE )  
by Simon Finn )  
Chief Executive Officer )  
of The Council of Private Higher )  
Education Inc. )  
In the Presence of: )

  
.....  
Signature  
23.2.17  
.....  
Date

  
.....  
WITNESS

*Donald William Owers, Chair COPHE*  
.....  
Full name and occupation or profession of witness (Please print)