



Australian Government
Tertiary Education Quality and Standards Agency



**Australian
Dental
Council**

MEMORANDUM OF UNDERSTANDING

between the

Tertiary Education Quality and Standards Agency, Australia

and the

Australian Dental Council (ADC)

for Information Sharing

2014 – 2017

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*.
- B. The Australian Dental Council (ADC) is an independent not-for-profit company limited by guarantee formed in 1993. Under the National Registration and Accreditation Scheme, the ADC is the designated independent accreditation authority for the Australian dental professions.
- C. The parties have decided to enter into this MOU to assist in the efficient performance of their respective functions.

1 OVERVIEW OF ARRANGEMENT

The MOU outlines the basis on which the parties, working within the terms of their respective governing legislation, 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

The period of this MOU is for three years from 20 November 2014 to 20 November 2017, unless terminated earlier in accordance with clause 7.

3 INFORMATION SHARING

Requests for information

Each party may, from time to time, 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.

Information that may be shared by TEQSA

The information that TEQSA may provide to ADC includes the following:

- A. Information on TEQSA's regulatory decisions
 - i. Summaries of Findings
 - ii. Statements of Reasons
 - iii. Information that may be made publically available, such as public reports – but provided ahead of the publication date
- B. Evidence and information taken into consideration by TEQSA as part of its regulatory activities
 - i. Application forms submitted to TEQSA as part of an accreditation, re-accreditation, registration, re-registration or CRICOS application
 - ii. Attachments or evidence supplied to TEQSA in support of one of the applications in the previous bullet point
 - iii. Information provided to TEQSA as part of the material change process
 - iv. Reports of experts engaged by TEQSA
- C. Other information
 - i. Other information that TEQSA believes may assist ADC in undertaking its duties
 - ii. Complaints received by TEQSA in relation to a higher education provider
 - iii. Other higher education information relevant to ADC

The information will be provided in a format agreed by both parties.

Information that may be shared by ADC

The ADC agrees to provide TEQSA with information which may include the following:

- A. Information on ADC's accreditation decisions. Subject to the approval of the ADC Governing Board this may include:
 - i. Site Evaluation Team reports
 - ii. Reports to the Dental Board of Australia
- B. Evidence and information taken into consideration by ADC as part of its accreditation activities. Subject to the approval of the ADC Governing Board this may include:
 - i. Annual reports provided to the ADC
 - ii. Information on major changes advised to ADC by program providers
- C. Other information that ADC believes may assist TEQSA in undertaking its duties

This information will be provided to TEQSA upon request, starting from the commencement of this MOU. The information will be provided in a format agreed by both parties.

4 COSTS

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

5 CONFIDENTIALITY AND PRIVACY

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

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 Minister for Education;
- 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 agency.

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

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.

6 DISPUTE RESOLUTION

The MOU Managers will use their best endeavours to resolve any differences or difficulties 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, for mutual review and determination within 10 business days; and
- C. if the issue remains unresolved, the Parties may refer the issue for external dispute resolution (including mediation or arbitration) on an agreed basis.

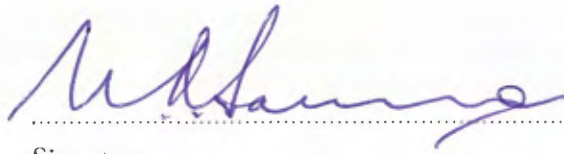
Despite the existence of a dispute, each agency will (unless requested in writing by the other agency not to do so) continue to perform its functions under this MOU. The parties will bear equally the cost of any third person engaged under clause 6.c.

7 REVIEW, AMENDMENT AND TERMINATION

The parties agree that the MOU Managers will meet to review the operation of this MOU at yearly 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.

IN WITNESS WHEREOF the parties have executed this MOU.

SIGNED for and on behalf of
TEQSA
by Professor Nicholas Saunders AO
Acting Chief Commissioner
of the Tertiary Education Quality
and Standards Agency

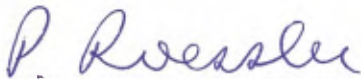


Signature

21 November 2014

Date

In the Presence of:



Witness

PATRICIA ROESSLER

Full name and occupation or position of witness
(Please print)

SIGNED for and on behalf of
ADC
by Dr John Boucher
President
of the Australian Dental Council



Signature

21 / 11 / 14

Date

In the Presence of:



Witness

Lyn LeBlanc

Full name and occupation or position of witness
(Please print)

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 involving either party, or a change to the Constitution of the ADC, the parties agree to meet as soon as practicable after the machinery of government change 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 7, the parties agree to work together in good faith to make suitable transition arrangements in relation to the termination of the MOU (or for that part of the MOU which is the subject of the notice).

8 MOU MANAGERS

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

TEQSA:

Tony Mithen
Tel: (03) 8306 2493
email: tony.mithen@teqsa.gov.au

ADC:

Michael Carpenter
Tel: (03) 9657 1735
Fax: (03) 9657 1766
email: michael.carpenter@adc.org.au