



Memorandum of Understanding

	Term	Description
		<p>This Memorandum of Understanding (MOU) sets out the terms and understanding of the parties to work collaboratively to share information on matters of mutual interest (Project).</p>
1	Parties	<p>The Institution of Engineers, Australia trading as Engineers Australia ABN 63 020 415 510 of 11 National Circuit, Barton ACT 2600 (Engineers Australia)</p> <p>Tertiary Education Quality and Standards Agency ABN 50 658 250 012 of Level 14, 530 Collins Street, Melbourne VIC 3000 (TEQSA)</p>
2	Date of MOU	30 June 2016
3	Background	<p>TEQSA was established under the <i>Tertiary Education Quality and Standards Agency Act 2011</i> (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 <i>Education Services for Overseas Students Act 2000</i>.</p> <p>Engineers Australia is a member organisation with a role in registering engineers through the National Engineering Register and through registration for the Board of Professional Engineers Queensland in addition to accrediting higher education programs, establishing best practices and granting membership based on assessment of qualifications and experience. The parties agree that Engineers Australia is a body responsible for the regulation of an occupation in a state or territory for the purposes of the TEQSA Act.</p>
4	Objective	<p>It is proposed that TEQSA and Engineers Australia will, within the terms of their respective governing legislation, collaborate to share information on matters of mutual interest.</p>
5	Purpose of MOU	<p>This MOU sets out the protocols for and terms on which the parties wish to collaborate to ensure that the Objective is</p>

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		achieved.
6	Timetable	The parties agree to respond to requests for information from the other party within a reasonable period of time, for the duration of the MOU.
7	Governance	Each party will appoint an MOU Manager who will be responsible for requesting information from the other party and will receive any information sought from the other party.
8	Requests for information	<p>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:</p> <ul style="list-style-type: none"> (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 frame within which the information is to be provided. <p>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.</p>

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9	TEQSA information	<p>TEQSA agrees to provide Engineers Australia with information, which may include the following, where it is relevant to the functions of Engineers Australia:</p> <ul style="list-style-type: none"> (a) Information on TEQSA's regulatory decisions including: <ul style="list-style-type: none"> (i) Summaries of Findings; (ii) Statements of Reasons; and (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 including: <ul style="list-style-type: none"> (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 referred to above; (iii) Information provided to TEQSA as part of the material change process; and (iv) Reports of experts engaged by TEQSA. (c) Other information such as: <ul style="list-style-type: none"> (i) Other information that TEQSA believes may assist Engineers Australia in performing its functions; (ii) Complaints received by TEQSA in relation to a higher education provider; and (iii) Other higher education information relevant to Engineers Australia.

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10	Engineers Australia information	<p>Engineers Australia agrees to provide TEQSA with information, which may include the following, where it is relevant to the functions of TEQSA:</p> <ul style="list-style-type: none"> (a) Information relating to professional accreditation of specific programs, including: <ul style="list-style-type: none"> (i) Accreditation decisions (ii) Basis of decisions (iii) Information that may be made publically available, such as web listings – but provided ahead of the publication date. (b) Evidence and information taken into consideration by Engineers Australia as part of its professional accreditation activities, including: <ul style="list-style-type: none"> (i) Self-assessments submitted to Engineers Australia as part of an accreditation review (ii) Supporting evidence in relation to Engineers Australia accreditation criteria (iii) Complaints received by Engineers Australia in relation to a higher education provider (iv) Other information that Engineers Australia believes may assist TEQSA in performing its functions
11	Workplace Health & Safety	<p>Each party will advise the other party of any Workplace Health and Safety issues (if any) and controls relating to the Proposed Transaction.</p>
12	Duration of MOU	<p>This MOU will become effective upon execution by the parties. Unless terminated earlier, this MOU ends on 30 June 2019.</p>
13	MOU review	<p>The parties agree that the MOU Managers will meet to review the operation of this MOU at regular 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.</p> <p>In the case of a machinery of government change or other change of circumstance, 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.</p>

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14	Amendment and Termination	<p>This MOU may be amended at any time by the written agreement of both parties.</p> <p>Either party may terminate this MOU in whole or in part with the provision of one month's written notice. The termination will take effect on the expiry of the notice, unless otherwise arranged by the parties.</p> <p>Where a party provides a notice of termination in accordance with this clause, 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).</p>
15	Nature of MOU	<p>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.</p>
16	Exclusivity	<p>This MOU does not prevent either party from entering into an MOU with any other party on the same or similar terms.</p>
17	Confidentiality	<p>Both parties agree to comply with any obligations of confidentiality imposed on them by any relevant legislation, and with the <i>Privacy Act 1988</i>.</p> <p>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 agrees to comply with the conditions imposed by the other party.</p> <p>The parties agree that these confidentiality obligations do not apply to any disclosure of information:</p> <ul style="list-style-type: none"> • 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. <p>However each party agrees to consult the other party, to the fullest extent practicable, where it proposes to disclose Confidential Information in these circumstances.</p> <p>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.</p>

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		No party may make any public statement, press release or other public announcement in connection with this MOU without the prior written consent of the other party.
18	Costs	Each party agrees to bear its own costs in performing its functions under this agreement.
19	Counterparts	If this MOU is signed in counterparts then each counterpart is deemed an original and together they constitute one MOU.
20	MOU Managers	<p>The following MOU Managers are nominated as the appropriate points of contact for any matters arising under this MOU.</p> <p>TEQSA:</p> <p style="padding-left: 40px;">Dr Karen Treloar (Tel: (03) 8306 2430), email: Karen.treloar@teqsa.gov.au</p> <p>Engineers Australia:</p> <p style="padding-left: 40px;">Dr Lincoln Wood (Tel: (03) 9321 1714), Fax:, email: lwood@engineersaustralia.org.au</p>

Signed for and on behalf of Engineers Australia

Representative of Engineers Australia:

Mr Ron Watts
Executive General Manager
Professional Standards and Practice
Engineers Australia

Signature:



Signed for and on behalf of the Tertiary Education Quality and Standards Agency

Representative of TEQSA:

Mr Anthony McClaran
Chief Executive Officer
Tertiary Education Quality and Standards Agency
Australia

Signature:

