



Australian Government
Tertiary Education Quality and Standards Agency



MEMORANDUM OF UNDERSTANDING

between the

Commonwealth of Australia as represented
by the Tertiary Education Quality and
Standards Agency (TEQSA)

and

Australasian Veterinary Board Council Inc.
(AVBC)

for Information Sharing

2016 -2018

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 Australasian Veterinary Boards Council Incorporated (AVBC) provides advice on matters concerning the occupational regulation of veterinarians, including general and specialist registration. AVBC advises and makes recommendations to the veterinary boards in Australia and New Zealand in relation to the accreditation of veterinary schools and of courses leading to a degree in veterinary science or medicine. AVBC communicates and co-operates with international veterinary organisations and other professions, both nationally and internationally. The Australasian Veterinary Boards Council Incorporated (AVBC) was incorporated in Victoria in December 1999 by agreement of the state and territory Veterinary Boards of Australia and the Veterinary Council of New Zealand. Pursuant to delegation from the state and territory veterinary boards (listed in Appendix 1), the AVBC is the designated independent accreditation authority for tertiary education of the Australian veterinary profession.
- C. The Parties have decided to enter into this Memorandum of Understanding (MOU) to assist in the efficient performance of their respective functions.

1 Objectives

- 1.1 This MOU:
 - a. outlines the basis on which the Parties, working within the terms of their respective governance requirements, agree to share information on matters of mutual interest relating to the accreditation of higher education courses of study, the registration of higher education providers or about general compliance ("relevant information"); and
 - b. provides a framework through which both TEQSA and AVBC can discuss and agree the processes and procedures for leveraging the resources and the expertise of the other, in the sharing of relevant information.
- 1.2 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 is in place for a period of three (3) years from the date on which it is signed by both parties. The Parties may then renew the MOU for such further period or periods as they agree.

The Parties agree that each will endeavour to notify the other Party within 60 days prior to the expiry of this MOU if they do not intend to renew the MOU.

3 Information sharing

Requests for information

- 3.1 Subject to compliance with the relevant disclosure laws including privacy laws, and the documented processes and procedures agreed by the Parties, the Parties will share relevant information with each other. The Parties will actively identify relevant information for sharing and may share the relevant information with the other Party.
- 3.2 In the event a Party from time to time wants to make a request for information relevant to the functions of that Party, that Party may contact the other Party to request particular information. The Parties agree that where such a request is made:
- a. the request will be made by the Manager of the requesting Party to the Manager of the receiving Party;
 - b. the request will be made in writing and will include details of the information sought and the relevance of the information to the functions of the requesting Party;
 - c. the Party to whom the request is made will usually respond to the request within 14 days. Where more time is necessary, the Party to whom the request is made will provide reasons why more time is required; and
 - d. 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

- 3.3 The information that TEQSA may provide to AVBC includes the following information, where it is relevant to AVBC's functions, and subject to any applicable privacy or confidentiality obligations:
- a. Information on TEQSA's regulatory decisions, including Summaries of Findings, Statements of Reasons or other 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:
 - 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 in clause 3.3 b. i. above.
 - iii. Information provided to TEQSA as part of the material change process
 - iv. Reports of experts engaged by TEQSA.
 - c. Other information that TEQSA believes may assist AVBC in undertaking its duties, including complaints received by TEQSA in relation to a higher education provider or other higher education information relevant to AVBC.

Information that may be shared by AVBC

- 3.4 The information that AVBC may provide to TEQSA includes the following information, where it is relevant to TEQSA's functions, and subject to any applicable privacy or confidentiality obligations:
- a. Information on AVBC's accreditation/reaccreditation decisions. Subject to the approval of the AVBC council, this may include AVBC's final accreditation/reaccreditation report

- b. Evidence and information taken into consideration by AVBC as part of its accreditation/reaccreditation activities. Subject to the approval of the AVBC council, this may include:
 - i. Submissions provided to AVBC as part of an accreditation/re-accreditation application
 - ii. Attachments or evidence supplied to AVBC in support of one of the applications referred to in clause 3.4 b. i. above
 - iii. Information provided to AVBC as part of the annual reporting process.
- c. Other information that AVBC believes may assist TEQSA in undertaking its duties and which it is able to provide, including complaints received by AVBC in relation to a higher education provider.

3.5 AVBC may share information provided to AVBC by TEQSA with any of the Australian Veterinary Boards (see appendix) on a need to know basis where the information provided by TEQSA may have an effect on accreditations being undertaken by any of the Australian Veterinary Boards. AVBC acknowledges that nothing in this MOU shall be taken to restrict the capacity of AVBC or an Australian Veterinary Board to share information with TEQSA which is relevant to a TEQSA Assessment.

4 Costs

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

5 Confidentiality and privacy

- 5.1 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.
- 5.2 The Parties agree that any restriction on the disclosure of confidential information does not apply to any disclosure of information:
 - a. to the Minister for Education;
 - b. in response to a request by a house or a committee of the Parliament of the Commonwealth of Australia;
 - c. that is otherwise authorised or required by law; or
 - d. where the information is in the public domain otherwise than by a disclosure from the receiving Party.
- 5.3 However each Party agrees to consult the other Party, to the extent practicable, where it proposes to disclose confidential information in the circumstances described in clause 5.2.
- 5.4 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

- 6.1 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 still remains unresolved, the Parties may refer the issue for external dispute resolution (including mediation or arbitration) on an agreed basis.
- 6.2 Despite the existence of a dispute, each Party will (unless requested in writing by the other Party 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 6.1 c.

7 Review, amendment and termination

- 7.1 The Parties agree that the MOU Managers will meet to review the operation of this MOU annually. 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 as well as but not limited to the following:
- a. assess progress, resolve issues and assess risks, review risk mitigation plans
 - b. review any changes in the accreditation processes of either Party
 - c. provision of guidance and direction
 - d. prepare and circulate ahead of the meeting a detailed log of issues and actions to be prepared and circulated for discussion at each meeting
- 7.2 Where either Party wishes to amend any aspect of this MOU, that Party shall notify the other Party in writing of the proposed amendments, the reasons for the proposal to amend and the Managers shall negotiate in good faith on whether, and the extent to which, amendments should be made to the MOU.
- 7.3 In the case of a significant governance change involving either Party, a significant change to accreditation procedures or any other factor that would have a significant effect on the sharing of information as contemplated by this MOU (all referred to as "significant change"), the Parties agree to meet as soon as practicable after the significant change to discuss whether, and the extent to which, the MOU should be amended.
- 7.4 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 and signed by the last Party.
- 7.5 Either Party may terminate this MOU in whole or in part with the provision of three (3) months' written notice to the other. Where a Party provides a notice of termination in accordance with this clause 7.5, the Parties agree to work together in good faith to make and action 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). These transition arrangements include but are not limited to the treatment of confidential information and any intellectual property.

8 Managers

The following persons holding the following managerial positions are nominated as the appropriate points of contact for any matters arising under this MOU.

TEQSA: Dr Karen Treloar

Director, Engagement

AVBC: Julie Strous

Executive Director

IN WITNESS WHEREOF the Parties have executed this MOU

SIGNED for and on behalf of
TEQSA
by Mr Anthony McClaran
Chief Executive Officer

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Signature

Date 25.10.2016

In the Presence of:



WITNESS

GARY BROOK DIRECTOR

.....
Full name and position of witness (Please print)

SIGNED for and on behalf of
Australasian Veterinary Boards Council
by Dr Julie Strous
Executive Director

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Signature

Date 25/10/2016

as the authorised representative of
Australasian Veterinary Boards Council

In the Presence of:



WITNESS

GARY BROOK DIRECTOR

.....
Full name and position of witness (Please print)

Appendix 1: All Australian Veterinary Boards

AVBC Member	Representative
Veterinary Practitioners Board of NSW	Dr Mark Simpson
Veterinary Practitioners Registration Board of Victoria	Dr Peter Mansell
Veterinary Surgeons Board of QLD	Dr Robert Cassidy
Veterinary Surgeons Board of South Australia	Dr Kirsten Hailstone
Veterinary Surgeons Board of Western Australia	Dr Peter Punch
Veterinary Board of Tasmania	Dr Neale Ward
ACT Veterinary Surgeons Board	Dr Sarah Webb
Veterinary Board of the Northern Territory	Dr Elizabeth Stedman