



MEMORANDUM OF UNDERSTANDING

between the

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

and

CPA Australia Limited (CPA Australia)

for Information Sharing

2015 – 2017

This MOU is entered into on the 9th day of April 2015

Between

CPA Australia Ltd ABN 64 008 392 452 of Level 28, 20 Freshwater Place, Southbank Melbourne Victoria 3006

And

Tertiary Education Quality and Standards Agency of GPO Box 1672 Melbourne Victoria 3001

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. CPA Australia is one of the world's largest accounting bodies and currently operates on a global basis representing the diverse interests of more than 150,000 members in finance, accounting and business in 120 countries throughout the world. CPA Australia offers a range of higher education courses including its core accreditation program, the CPA Program incorporating the foundation level and the professional level that it offers to candidates.
- C. The Parties have decided to enter into this Memorandum of Understanding (MOU) to assist in the efficient performance of their respective functions.
- D. TEQSA is willing to disclose relevant information to CPA Australia on the basis that it is a body regulating a profession in a State or Territory within the meaning of Section 193 of the TEQSA Act.
- E. Both Parties are bound by a range of laws relating to the disclosure of information and any disclosure of information under this MOU will only be on terms consistent with those laws.

1 Objectives

1.1 This MOU:

- 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 the higher education provider or about general compliance ("relevant information"); and
- provides a framework through which both TEQSA and CPA Australia can discuss and agree the processes and procedures 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. The parties will meet as often as required but no less than quarterly.

2 Period of Operation

This MOU is in place for a period of three (3) years from 1 January 2015. The MOU will then be renewable on an annual basis, by mutual agreement, prior to the anniversary of the commencement of the MOU each year. The Parties may 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. In the event a Party from time to time wants to make a request for relevant information, or information relevant to their functions, that Party may contact the other Party to request particular information relevant to their functions.

3.2 The Parties agree that where such a request is made:

- the request will be made by the Manager of the requesting Party to the Manager of the receiving Party; and
- 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;
- the Party to whom the request is made will usually meet 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.
- 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.

3.3 **Privacy Laws** when referred to in this MOU means any applicable law, statute, regulation, ordinance, code, standard or requirement of any government, governmental or semi-governmental body which relates to privacy, including the Privacy Act 1988 (Cth), the Spam Act 2006 (Cth) and the Do Not Call Register Act 2006 (Cth).

Information that may be shared by TEQSA

3.4 The information that TEQSA may provide to CPA Australia includes the following information, where it is relevant to CPA Australia's functions, and subject to any applicable privacy or confidentiality obligations:

- 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 referred to in clause 3.4 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
- i. Other information that TEQSA believes may assist CPA Australia in undertaking their duties
 - ii. Complaints received by TEQSA in relation to a higher education provider
 - iii. Other higher education information relevant to CPA Australia.

3.5 The information will be provided to CPA Australia in a format agreed by both Parties.

Information that may be shared by CPA Australia

3.6 CPA Australia may provide TEQSA with information, which may include the following, where it is relevant to TEQSA's functions and where CPA Australia may disclose the information under relevant laws, including disclosure laws, the Privacy Laws and subject to confidentiality obligations:

- a. Information on CPA Australia's accreditation/reaccreditation decisions
 - i. Final accreditation/reaccreditation report
- b. Evidence and information taken into consideration by CPA Australia as part of its accreditation/reaccreditation activities
 - i. Submissions provided to CPA Australia as part of an accreditation/re-accreditation application
 - ii. Attachments or evidence supplied to CPA Australia in support of one of the applications referred to in clause 3.6 b. i. above.
 - iii. Information provided to CPA Australia as part of the annual reporting process
- c. Other information
 - i. Other information that CPA Australia believes may assist TEQSA in undertaking its duties and which it is able to provide.
 - ii. Complaints received by CPA Australia in relation to a higher education provider.

3.7 CPA Australia may share TEQSA information with the Chartered Accountants of Australia and New Zealand (CAANZ) on a need to know basis where the information provided by TEQSA may have an effect on CPA Australia's and CAANZ's joint accreditation.

3.8 The information will be provided to TEQSA 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, privacy and intellectual property

5.1 Each Party agrees to keep the Confidential Information confidential and to disclose it to its employees and agents only on a need to know basis.

5.2 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.

- 5.3 The Parties agree that any restriction on the disclosure of confidential information does 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 otherwise authorised or required by law; or
 - where the information is in the public domain otherwise than by a disclosure from the receiving Party.
- 5.4 However each Party agrees to consult the other Party, to the extent practicable, where it proposes to disclose confidential information in these circumstances.
- 5.5 Confidential Information, for the purposes of this MOU, means any and all information of any nature and in any form (including electronic, magnetic and other intangible forms, whether capable of being read by human beings or not) concerning the operations, dealings, organisation, personnel, business strategies, customers, technology, Intellectual Property, trade secrets or know-how of a Party and/or any of its Related Bodies Corporate which is received by, disclosed to or discovered by the other Party and 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.
- 5.6 Any press releases and other public releases in relation to this MOU must be in written terms agreed by the Parties. For the avoidance of doubt, general references to the Parties' relationship are not press or public releases but the parties will agree to a general description of their relationship for use by the Parties in the public forum.
- 5.7 Each Party's intellectual property will remain their respective property and the Parties acknowledge that nothing in this Agreement will be construed as transferring title in or ownership of that intellectual property to the other.

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:
- i. the MOU Managers will discuss the issue and attempt to resolve the issue within 10 business days;
 - ii. 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
 - iii. 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 iii.

7 Review, amendment and termination

- 7.1 The Parties agree that the MOU Managers will meet to review the operation of this MOU at intervals no less than bi-annually 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 as well as but not limited to the following:
- i. assess progress, resolve issues and assess risks, review risk mitigation plans
 - ii. review any changes in the accreditation processes of either Party
 - iii. provision of guidance and direction
 - iv. 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, 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: Communications Manager, Mr Tony Mithen, (Tel: (03) 8306 2493), email: tony.mithen@teqsa.gov.au

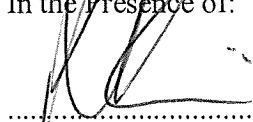
CPA Australia: Head Education Policy, Mary Clarke (Tel: (03) 9606 9731) email: mary.clarke@cpaustralia.com.au

IN WITNESS WHEREOF the Parties have executed this MOU.

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


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Signature
9 April 2015
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Date

In the Presence of:



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WITNESS

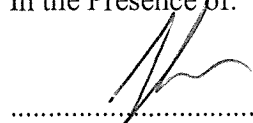
PATRICK DENI - EA to EGM Education CPA Aust.

Full name and position of witness (Please print)

SIGNED for and on behalf of)
CPA Australia)
by Robert Thomason)
Executive General)
Manager Education)
as the authorised representative of CPA)
Australia Limited)


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Signature
9 April 2015
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Date

In the Presence of:


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WITNESS

Antony Mithen, Communications Manager TEQSA

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