



## Memorandum of Understanding

### 1. Parties

The parties to this Memorandum of Understanding (MOU) are the Commonwealth of Australia as represented by the Tertiary Education Quality and Standards Agency (TEQSA) and the Academic Quality Agency for New Zealand Universities Te Poukapū Kōwhiri Mātauranga mō ngā Whare Wānanga o Aotearoa (AQA).

1.1 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 are set out in section 134 of the TEQSA Act, which can be viewed at <https://www.legislation.gov.au/Latest/C2017C00271>. TEQSA is also an ESOS Agency responsible for higher education courses, foundation programs and some ELICOS under the *Education Services for Overseas Students Act 2000*.

1.2 AQA was established in 1993 by the New Zealand Vice-Chancellors' Committee to maintain and enhance the academic activities of universities. Its purpose is: to contribute to the advancement of New Zealand university education by: engaging as a leader and advocate in the development of academic quality; applying quality assurance and quality enhancement processes that assist universities in improving student engagement, academic experience and learning outcomes; and supporting confidence in the academic quality of New Zealand universities.

### 2. Purpose

TEQSA and AQA agree to cooperate for the benefit of both parties. This MOU is not intended to create legally binding relations between the parties, and neither party has the authority to act on behalf of or otherwise bind the other party.

### 3. Areas of cooperation

TEQSA and AQA agree to cooperate in ways including, but not limited to, the following:

- a. To exchange non-confidential policy documents about their approaches to accreditation, quality enhancement, quality assurance and regulation
- b. To the extent permitted by law, to enable dialogue and information sharing about individual higher education providers, to assist the parties to perform their functions. The parties acknowledge that TEQSA's capacity to disclose information about entities regulated by TEQSA is restricted by Division 2 of Part 10 of the TEQSA Act.
- c. Other means of cooperation agreed between the parties from time to time.

### 4. Term

This MOU will take effect from the date on which it is signed by both parties and shall continue for three years, unless it is terminated by the provision of three months' notice by either party. It may be extended on the mutual agreement of both parties.

## 5. Variation

This MOU may be altered with the written agreement of both parties.

## 6. Liaison

The following officials will be the main points of contact between the parties:

- a. TEQSA – Dr Karen Treloar, Director (Engagement), [karen.treloar@teqsa.gov.au](mailto:karen.treloar@teqsa.gov.au), 03 8306 2430.
- b. AQA – Emeritus Professor Sheelagh Matear, Executive Director, [Sheelagh.matear@qa.ac.nz](mailto:Sheelagh.matear@qa.ac.nz), +64 4 801 7925

Contact may occur between other members of staff nominated by their respective agencies in relation to particular areas of cooperation.

## 7. Confidentiality

The parties agree to ensure that any confidential information that is shared between parties is safeguarded and remains confidential. Confidential information includes information, knowledge or material that:

- a. is by its nature confidential;
- b. is designated by the person making it available as confidential (whether marked as “confidential”, “sensitive”, “For Official Use Only”, “OFFICIAL: Sensitive” or otherwise);  
or
- c. the receiving party knows or ought to know is confidential.

The parties agree not to disclose confidential information received from the other party to this MOU without the written consent of the disclosing party. The parties acknowledge that, in appropriate cases, they may reach a separate written agreement about the handling of particular confidential information or classes of confidential information.

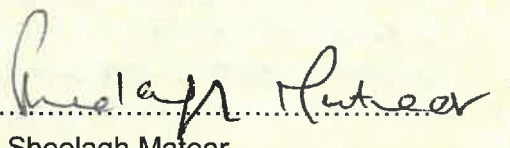
## 8. Resources

Unless alternative arrangements are specifically agreed to undertake particular activities, the two agencies will normally cover their own costs of implementing the terms of the MOU.

Signed on [11/10/19]



Anthony McClaran  
Chief Executive Officer  
For and on behalf of TEQSA



Sheelagh Matear  
Executive Director  
For and on behalf of AQA