



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 Architects Accreditation Council of Australia (AACCA).

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, which are set out in section 134 of the TEQSA Act. 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 The AACCA, a not for profit company, whose Members comprise the eight State and Territory Architect Registration Boards, is the national organisation responsible for establishing, coordinating and advocating national standards in the practice of architecture for the benefit of the Australian community. AACCA's objectives are to:

- Promote common academic standards throughout Australia for registration of architects, and to facilitate national and international recognition of qualifications.
- Assess architectural education and training in such ways as the Company shall determine.
- Co-ordinate acceptable standards of architectural education for national and international mutual recognition agreements.
- Define and, where appropriate, co-ordinate acceptable standards of practical experience for registration.
- Provide for the examination of persons seeking registration.
- Acquire and disseminate information on conditions for registration which must be satisfied in particular States, Territories or Countries.
- Negotiate mutual recognition agreements with appropriate authorities in other Countries.

1.3 The Architecture Program Accreditation Procedure in Australia and New Zealand is administered by the AACCA on behalf of the State and Territory architect registration boards.

2. Purpose

TEQSA and AACAA 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 AACAA 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 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. Reduce the scope of AACAA's accreditation processes to profession specific matters that are not covered by the *Higher Education Standards Framework (Threshold Standards) 2015* (Threshold Standards). The Threshold Standards cover matters such as academic governance, facilities management, student support and assessment integrity which are assessed by TEQSA.
- d. 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, 03 8306 2430.
- b. AACAA – Kate Doyle, Chief Executive Officer, KateDoyle@aacaa.org.au, 02 8042 8930

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:

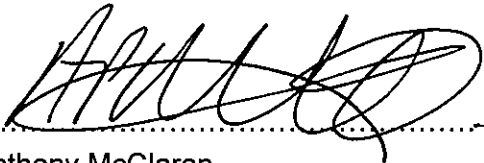
- a. is by its nature confidential;
- b. is designated by the person making it available as confidential (whether marked as "confidential", "sensitive", "For Official Use Only", "OFFICIAL: Sensitive" or otherwise);
or
- c. the receiving party knows or ought to know is confidential.

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 [22/8/19]



Anthony McClaran
Chief Executive Officer
For and on behalf of TEQSA

K. Doyle

Kate Doyle
Chief Executive Officer
For and on behalf of AACA

