

# HEAD COLLABORATION AGREEMENT

BETWEEN

MINISTER FOR EMPLOYMENT, TRAINING AND FURTHER EDUCATION

(Minister)

AND

THE UNIVERSITY OF ADELAIDE

(University)



Government  
of South Australia

CROWN SOLICITOR  
Level 9, 45 Pirie Street, Adelaide SA 5000

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## THIS HEAD COLLABORATION AGREEMENT IS MADE BETWEEN

**MINISTER FOR EMPLOYMENT, TRAINING AND FURTHER EDUCATION** a body corporate pursuant to the *Administrative Arrangements Act 1994* of State Administration Building, 200 Victoria Square, Adelaide in the State of South Australia acting through TAFE SA ("**Minister**")

AND

**THE UNIVERSITY OF ADELAIDE** (ABN 61 249 878 937) of North Terrace Adelaide 5000 in the State of South Australia ("**University**").

### BACKGROUND

- A. Pursuant to successive memoranda of understanding (the latest dated 26 September 2006) the Parties have collaborated to maximise the delivery of education and training for their mutual benefit and the benefit of their students and staff.
- B. The Parties wish to continue and improve their work together to establish, maintain and extend cooperation among themselves. To this end the Parties wish to strengthen the existing arrangements.
- C. The provisions of this Head Collaboration Agreement are intended to describe the manner and extent to which the Minister and the University will work together for the purpose of agreeing, from time to time, specific contractual arrangements between them.

### AGREED TERMS

#### 1. INTERPRETATION

- 1.1 In this Head Collaboration Agreement the terms below have the meaning assigned to them:
  - 1.1.1 **Access to facilities / premises** means the use of one institution's facilities by the other institution.
  - 1.1.2 **Access to information technology** means the use of one institution's information technology by the other institution.
  - 1.1.3 **Access to learning resource collections** means access by one institution to learning resources (such as physical and / or on-line libraries) to the students and / or staff of the other institution.

- 1.1.4 **Articulation** means the granting of Credit into a Qualification at one institution based on the completion of an entire Qualification at the other institution but not necessarily with Guaranteed Admission.
- 1.1.5 **Contracted delivery** means the delivery by one institution of a complete Qualification or the components of a Qualification for the other institution.
- 1.1.6 **Course** means a program of learning that comprises one or more components and the successful completion of which leads to the awarding of a Qualification.
- 1.1.7 **Credit** means the value assigned for the recognition of equivalence in content and learning outcomes between different types of learning and / or Qualifications which reduces the amount of learning required to achieve a Qualification.
- 1.1.8 **Credit transfer** means the granting of Credit into a Qualification by one institution based on the completion of components of a Qualification from the other institution, but not necessarily with Guaranteed Admission.
- 1.1.9 **Cross Institutional Staff** means the involvement of staff from one institution in delivering the educational activities at the other institution.
- 1.1.10 **Dual logo** covers instances where the institutions agree to have the logos of both institutions appear on a public and / or official document or as part of a campaign.
- 1.1.11 **Embedded content** means instances where a complete Qualification or components of a Qualification from one institution are embedded within the structure of a Qualification at the other institution.
- 1.1.12 **Guaranteed Admission** means the guaranteed admission of a student to a Qualification at one institution based on that student's completion of a Qualification or components of a Qualification at the other institution.
- 1.1.13 **Institution** means either of the Parties to this Head Collaboration Agreement.
- 1.1.14 **Joint development of qualifications and / or learning resources** means collaboration between the institutions to develop Qualifications and / or learning resources for use by one or both of them and / or for commercial purposes.

- 1.1.15 **Joint promotion and marketing** means the joint marketing and / or promotion of the products and / or services of the institutions.
- 1.1.16 **Qualification** means the formal certification by one of the institutions that a graduate has achieved the learning outcomes of a complete accredited program of learning.
- 1.1.17 **Student Cross Participation** means the participation of students enrolled in one institution into the learning activities offered by the other without the need for enrolment.
- 1.2 The Parties agree that the Background is true and accurate and forms part of this Head Collaboration Agreement.
- 1.3 Any provision of this Head Collaboration Agreement must be read down to any extent necessary to be valid. If that is not possible, it must be severed. All other provisions of this Head Collaboration Agreement are unaffected.
- 1.4 In the interpretation of this Head Collaboration Agreement, no rule of construction applies to the disadvantage of one Party by reason of the fact that the Party put forward or drafted the Head Collaboration Agreement.
- 1.5 In this Head Collaboration Agreement, unless the contrary intention appears:
- 1.5.1 a person includes any other legal entity and vice versa;
- 1.5.2 the singular includes the plural and vice versa;
- 1.5.3 a gender includes the other gender;
- 1.5.4 where an expression is defined, its other grammatical forms have a corresponding meaning;
- 1.5.5 a clause, schedule or annexure is a clause of, or a schedule or an annexure to this Head Collaboration Agreement;
- 1.5.6 reference to a document is to that document as amended or varied;
- 1.5.7 any legislation includes any subordinate legislation and amendments;
- 1.5.8 conduct includes any act, omission, representation, statement or undertaking whether or not in writing; and
- 1.5.9 'including', or similar words, does not limit what else might be included.
- 1.6 Headings are for convenience and do not affect the interpretation of this Head Collaboration Agreement.

## 2. TERM

- 2.1 This Head Collaboration Agreement will commence on the date that it is signed by the last of the Parties and will end on the fifth anniversary of that date unless terminated earlier by the Parties.
- 2.2 If the Parties agree in writing, the term of this Head Collaboration Agreement

may be extended for a further period of five years.

### **3. SCOPE**

3.1 The Parties wish to collaborate across the following activities where appropriate and beneficial to their respective institutions:

- 3.1.1 Access to facilities / premises
- 3.1.2 Access to information technology
- 3.1.3 Access to Learning Resource Collections
- 3.1.4 Articulation
- 3.1.5 Contracted Delivery
- 3.1.6 Credit Transfer
- 3.1.7 Cross Institutional Staff
- 3.1.8 Dual Logo
- 3.1.9 Embedded Content
- 3.1.10 Guaranteed Admission
- 3.1.11 Joint Development of Qualifications and / or Learning Resources
- 3.1.12 Joint Promotion and Marketing
- 3.1.13 Student Cross Participation

3.2 During the term of this Head Collaboration Agreement the Parties may agree to add to the scope of the collaboration activities listed in sub clause 3.1. Any addition to, or variation of, the scope of the collaboration activities listed in sub clause 3.1 must be documented and approved by the Strategic Management Committee established under clause 5.

### **4. COLLABORATIVE AGREEMENTS**

- 4.1 The parties wish to ensure that individual agreements for collaboration between them for the activities described in clause 3 are expedited and monitored in accordance with the governance arrangements established by this Head Collaboration Agreement.
- 4.2 The parties confirm that each agreement entered into between them for the activities listed in clause 3 will be subject to the written terms and conditions agreed by the Parties from time to time. No agreement for any individual activity will be entered into or be binding on the Parties unless and until a written agreement is executed by them.

### **5. STRATEGIC MANAGEMENT COMMITTEE**

5.1 The Parties will establish and maintain a Strategic Management Committee

- under this Head Collaboration Agreement for the Term.
- 5.2 The Strategic Management Committee will meet at least annually.
- 5.3 The Strategic Management Committee will be responsible for:
- 5.3.1 The development and implementation of a collaboration plan that:
- (a) is aligned to objectives in each Party's Strategic Plan
  - (b) outlines collaborative activities to be achieved over the following three years
  - (c) sets measurable targets for strategic and operational planning across all relevant collaborative activities.
- 5.3.2 The identification and development of new opportunities for partnerships between the Parties and refinement of those partnerships through formal agreements
- 5.3.3 Any other matter that the Vice Chancellor and the Chief Executive, Office of TAFE SA may determine as relevant to the purpose of the committee.
- 5.4 The Strategic Management Committee will cause to be prepared annually an report on the achievements by the Parties against objectives and aims of this Head Collaboration Agreement. The annual report will be forwarded:
- 5.4.1 in the case of the University, to the Vice Chancellor; and
- 5.4.2 in the case of the Minister, to the Chief Executive Office of TAFE SA.
- 5.5 At the date of commencement of this Head Collaboration Agreement, the Strategic Management Committee is comprised of:
- 5.5.1 For the University:
- (a) The Deputy Vice Chancellor and vice President (Academic)
  - (b) Two senior academics
  - (c) Senior manager with responsibilities for student recruitment
- 5.5.2 For the Minister:
- (a) Managing Director - TAFE SA
  - (b) Two Directors
  - (c) Senior Officer
- 5.6 Executive support for the Strategic Management Committee will be shared between the University and the Minister.
- 5.7 The Chair of the Strategic Management Committee will be rotated annually between a member of the Strategic Management Committee representing the Minister and a member of the Strategic Management Committee representing the University.
- 5.8 Decisions of the Strategic Management Committee will be by consensus. The

Chair will not have a casting vote.

## 6. OPERATIONS MANAGEMENT COMMITTEE

- 6.1 The Parties will establish an Operations Management Committee to implement decisions of the Strategic Management Committee.
- 6.2 The Operations Management Committee will meet at least biannually and must forward a report as soon as practicable after each meeting:
  - 6.2.1 in the case of the University, the Deputy Vice Chancellor and Vice President (Academic); and
  - 6.2.2 in the case of the Minister, the Managing Director TAFE SA / Chief Executive, Office of TAFE SA.
- 6.3 The Operations Management Committee will be responsible for:
  - 6.3.1 ensuring the development, review and promotion of appropriate policies designed to foster collaboration between the institutions
  - 6.3.2 establishing working groups as required comprising equal representatives of the Minister and the University, with project officer support as required
  - 6.3.3 determining membership and terms of reference for Working Groups, including project guidelines, timelines, operations and reporting processes
  - 6.3.4 maintaining a register of agreements entered into as a result of the collaborations under this Head Collaboration Agreement and ensuring that any future collaborations are documented pursuant to clause 4;
  - 6.3.5 monitoring the performance of the Parties under the agreements entered into pursuant to clause 4;
  - 6.3.6 preparing an annual operational plan in line with the collaboration plan prepared by the Strategic Management Committee which identifies indicative priorities and projects agreed by the Parties for the following year;
  - 6.3.7 promulgating and communicating collaboration activities to staff of both Parties.
- 6.4 At the date of commencement of this Head Collaboration Agreement, the Operations Management Committee is comprised of:
  - 6.4.1 For the University:
    - (a) Director
    - (b) Senior administrative staff member
  - 6.4.2 For the Minister:

- (a) Director
  - (b) Senior Officer
- 6.5 Executive support for the Operations Management Committee will be shared between the University and the Minister.
- 6.6 The Chair of the Operations Management Committee will be rotated annually between a member of the Operations Management Committee representing the Minister and a member of the Operations Management Committee representing the University.
- 6.7 Decisions of the Operations Management Committee will be by consensus. The Chair will not have a casting vote.
- 6.8 Any unresolved dispute arising in the Operations Management Committee will be referred to the Strategic Management Committee for resolution.

## **7. PROMOTION AND MARKETING**

- 7.1 The Parties will in good faith develop integrated strategies to promote, market and publicise the arrangements under this Head Collaboration Agreement.
- 7.2 As appropriate, the Parties will:
  - 7.2.1 provide accurate and timely information to their respective to their staff, students and industry / organisations on collaborative activities;
  - 7.2.2 identify and review opportunities to market jointly, particularly in areas which have strategic value to either or both Parties; and
  - 7.2.3 develop co-operative / integrated strategies for attracting local, national and international students and industry / organisations.
- 7.3 A Party must not do anything to damage or denigrate the reputation of the other party, its name, logo or trademarks.

## **8. FACILITATION OF STUDENT MOVEMENT**

Each Parties will ensure that, when reviewing its admissions policies and processes, it will give particular consideration to facilitating student movement between sectors.

## **9. CONFIDENTIALITY**

- 9.1 The Minister will treat as confidential all confidential information obtained by the Minister from the University in connection with this Head Collaboration Agreement and must not divulge such information to any other person except to:
  - 9.1.1 employees of Minister who need to know that information or to Parliament,

- 9.1.2 the Governor,
  - 9.1.3 Cabinet,
  - 9.1.4 a Parliamentary or Cabinet committee or sub-committee or
  - 9.1.5 any other Minister of the South Australian Government.
- 9.2 The University will treat as confidential all confidential information obtained by it from the Minister in connection with this Head Collaboration Agreement and must not divulge such information to any other person except to its own employees and then only to those persons who need to know that information.
- 9.3 Clauses 9.1 and 9.2 do not apply to information which was rightfully in the possession of a party prior to the execution of this Head Collaboration Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause 9).
- 9.4 The obligations as to confidentiality under this clause will survive any expiry or termination of this Head Collaboration Agreement.
- 9.5 The Parties agree that they may publish and disclose this Head Collaboration Agreement.

## **10. COSTS**

- 10.1 The Minister and the University will each bear their own costs and incidental to the negotiation, preparation and execution of this Head Collaboration Agreement, including any costs incurred in relation to the discussions which are contemplated by this Head Collaboration Agreement.
- 10.2 Any actions taken by the Minister or the University under or in reliance on this Head Collaboration Agreement will be at their own risk and expense.

## **11. NON EXCLUSIVITY**

The Parties acknowledge that nothing in this Head Collaboration Agreement prevents either Party from entering into similar agreements with third parties.

## **12. TERMINATION**

- 12.1 Either Party may terminate this Head Collaboration Agreement by giving fourteen (14) days written notice to the other Party.
- 12.2 Any termination of this Head Collaboration Agreement pursuant to this clause will not result in a termination of any other agreement entered into between the Parties. For the avoidance of doubt any agreement entered into pursuant to clause 4 may only be terminated in accordance with its terms and conditions.

12.3 The Parties agree that it is their agreed intention that any termination of any agreement entered into pursuant to clause 4 will not disadvantage the course of study of enrolled students in their respective institutions.

**13. PARTIES**

Except to the extent specifically stated otherwise, the Head Collaboration Agreement does not create a relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

**14. MODIFICATION**

Any modification of this Head Collaboration Agreement must be in writing and signed by all parties.

**EXECUTED BY THE PARTIES**

**SIGNED** for and on behalf of the **MINISTER FOR EMPLOYMENT, TRAINING AND FURTHER EDUCATION** )

by Raymond Garrand, Chief Executive, )  
Department of Further Education, Employment, )  
Science and Technology )  
in the presence of: )



Signature of Witness (sign above) )

Print Name: Elaine Benstead )

Date: 15/7/2011 )



.....  
(Delegate sign above)

**EXECUTED** for and on behalf of the **UNIVERSITY OF ADELAIDE** )



Signature of witness (sign above) )

Print Name: Clay Martin )

Date: 15 July 2011 )



Signature of authorised person )

D.V.C. & V.P.(A) )  
Title )

PASCHE QUESTER )  
Print Name )