

MEMORANDUM OF UNDERSTANDING
between the
UNIVERSITY OF ADELAIDE
and the
DEPARTMENT OF FURTHER EDUCATION, EMPLOYMENT,
SCIENCE AND TECHNOLOGY
2006 – 2010

1. INTRODUCTION

This Memorandum of Understanding (MOU) is made between the University of Adelaide and the Department of Further Education, Employment, Science and Technology to foster cooperation between the institutions for their mutual benefit and the mutual benefit of their students and staff. This document sets out a framework and focus areas within which cooperation will proceed.

2. DEFINITIONS

In this MOU:

"the University" means the University of Adelaide.

"the Department" means the South Australian Department of Further Education, Employment, Science and Technology.

"the institutions" means the University and TAFE SA in South Australia.

3. INTENT

The purpose of this MOU is to continue to develop and expand a framework of cooperation between the institutions to establish mutually beneficial programs to improve quality and efficiency whilst respectful of each institution's missions.

4. SCOPE

Cooperation between the institutions will be established, maintained or extended, as appropriate, in the following areas:

4.1 Admission Processes

The institutions will ensure that, when reviewing their respective admissions policies, processes and quotas, particular consideration is given to facilitating student movement between sectors.

4.2 Articulation, Credit Transfer and Recognition of Prior Learning

The institutions will:

4.2.1 work to develop pathways in either direction, which maximise articulation particularly that of "block" credit transfer, between the institutions;

4.2.2 ensure credit transfer negotiations are conducted on the basis of the principles endorsed by the Australian Vice-Chancellors' Committee or the Australian Quality Training Framework as appropriate;

4.2.3 develop a strategy to publicise agreed arrangements and pathways to their own staff and to current and potential students; and

4.2.4 encourage the adoption of and recognition of prior learning principles and policies.

4.3 Collaborative Curriculum Development and Delivery

The institutions will:

- 4.3.1 establish a formal process to identify opportunities for collaborative curriculum development when planning new or revised courses;
- 4.3.2 establish criteria for cooperative course delivery; and
- 4.3.3 encourage the development of curriculum to give particular attention to:
 - creating education and training pathways;
 - the relevance of course content to industry where appropriate;
 - opportunities for vocational training for graduates;
 - strategies to increase indigenous participation in higher education;
 - development of flexible learning opportunities such as short courses; and
 - dual programs.

4.4 Resource Sharing Arrangements

The institutions will establish criteria for:

- 4.4.1 the shared use of resources and facilities;
- 4.4.2 access to regional infrastructure for course delivery; and
- 4.4.3 sharing expertise in teaching, open and flexible learning and the use of other facilities and technologies.

4.5 Strategic Planning

The institutions will meet annually to:

- 4.5.1 exchange information and/or consult each other on strategic plans;
- 4.5.2 inform and consult each other when proposing new, or revising existing courses; and
- 4.5.3 exchange information or consult each other concerning plans for physical facilities, where relevant.

4.6 Marketing

As appropriate the institutions will:

- 4.6.1 provide accurate and timely information to staff and students (including potential students) on course offerings and market cross-sectoral pathways;
- 4.6.2 identify and review opportunities to market jointly, particularly in areas which have strategic value to either or both institutions; and
- 4.6.3 develop cooperative/integrated strategies for attracting international students to joint programs.

4.7 Professional Development

As appropriate the institutions will:

- 4.7.1 establish opportunities for information exchange on key educational issues of mutual interest or value; and
- 4.7.2 keep each other informed on specific matters such as curriculum design, assessment, delivery methodologies, research opportunities and internationalising the curriculum.

4.8 Research

As appropriate, the institutions will:

- 4.8.1 collaborate in seeking funding for cooperative research projects;
- 4.8.2 collaborate in contracting research and consultancies; and
- 4.8.3 continue to undertake projects in areas where both have complementary strengths and interests, particularly if this involves the application of knowledge to practical training.

5. IMPLEMENTATION STRATEGIES

5.1 The general framework

The institutions will:

- 5.1.1 maintain a Management Group to develop policy, oversee the activities of Working Group(s) and develop an implementation plan incorporating specific objectives, KPIs and accountabilities within 6 months of the signing of this MOU (see attachment 1);
- 5.1.2 establish Working Group(s) comprising nominees of the Department and the University, with project officer support from the Department and the University as required. These Working Group(s) will report to the Management Group and be responsible for particular projects which assist the implementation of this MOU;
- 5.1.3 refer any dispute arising from the interpretation or implementation of this MOU to the Vice-Chancellor and the Chief Executive for amicable settlement by consultation between the institutions (see section 7: Principal Contacts);
- 5.1.4 ensure that appropriate policies are identified or developed so that students and staff of the institutions are not adversely affected by activities arising out of this MOU; and
- 5.1.5 ensure any binding agreements will be the subject of separate contractual negotiations, including as to their terms relating to ownership and use of intellectual property, financial arrangements, use of resources and other issues as relevant.

5.2 Non exclusive activity

The institutions:

- 5.2.1 may facilitate other cooperative activities which are not specifically mentioned in this MOU but which are in accord with the spirit of this MOU; and
- 5.2.2 will agree to advise each other, as appropriate, prior to planning similar joint activities with bodies other than TAFE SA.

6. CONDITIONS

6.1 Duration, termination and amendment

This MOU:

- 6.1.1 will come into effect upon signature by the Chief Executive of the Department and the Vice-Chancellor.
- 6.1.2 will remain in force for a period of four years commencing on 1 July 2006, unless terminated earlier by either party giving to the other party not less than six months notice in writing.
- 6.1.3 will expire unless extended by agreement in writing signed by the Chief Executive of the Department and the Vice-Chancellor.
- 6.1.4 may be altered at any time by the written agreement of both parties.

6.2 No recourse to the courts

The relationships and obligations created by this MOU are not intended to be legally binding on the parties.

7. PRINCIPAL CONTACTS

The principal contacts for this MOU are:

**Department of Further Education,
Employment, Science and Technology**

Mr Brian Cunningham
Chief Executive
Department of Further Education,
Employment, Science and Technology
GPO Box 320
Adelaide SA 5001

Phone: 08 8226 3821
FAX: 08 8226 9533

The University of Adelaide

Professor James McWha
Vice-Chancellor
The University of Adelaide
Adelaide SA 5005

Phone: 08 8303 5201
FAX: 08 8303 4354

IN WITNESS WHEREOF, the representatives have signed this MOU as of the last written date below.

**Department of Further Education, Employment,
Science and Technology**

Brian Cunningham
Chief Executive

The University of Adelaide

James Alexander McWha
Vice-Chancellor & President



Brian Cunningham

26/9/06

DATE



James Alexander McWha

26/9/06

DATE

TERMS OF REFERENCE FOR THE MANAGEMENT GROUP

The Management Group, reporting to DVC(A) in the case of the University and the Chief Executive in the case of the Department, will be responsible for preparing an Implementation Plan to include the:

- development, review and promotion of policies designed to foster cooperation between the institutions;
- determination of Membership and Terms of Reference for the Working Group(s) to include project guidelines, programs, timelines and overseeing the operations of the Working Group(s);
- coordination, monitoring and review of joint collaborations;
- preparation of an Annual Forward Plan which identifies indicative activities and projects agreed by the institutions to be undertaken during the following year;
- annual reporting on the operation and implementation of the MOU to the Chief Executive and the DVC(A) on behalf of the Vice-Chancellor; and
- Incorporation of specific KPI's, accountabilities and objectives

REPRESENTATIVES ON MANAGEMENT GROUP

The University

- Deputy Vice-Chancellor (Academic) / nominee
- 2 Senior Academics nominated by the University
- Director, Strategy and Policy
- Executive support

Department

- Executive Director, TAFE SA Adelaide North/nominee
- Director, Higher Education Unit/nominee
- Director, Education Services and Programs
- 1 Senior Academic nominated by TAFE

SCHEDULE OF MEETINGS

2006

- May – revised MOU for approval
- Dec - special meeting to consider implementation plan

2007

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2008

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2009

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2010

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