

MEMORANDUM OF UNDERSTANDING

between

**The Australian National University
as represented by the College of Asia and the Pacific
and**

**Commonwealth of Australia as represented by the
Department of Finance - Regulatory Reform Division**

PARTIES

THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906), as represented by the College of Asia and the Pacific, an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth), of Acton in the Australian Capital Territory, 2601 (University)

AND

The Commonwealth of Australia as represented by the Department of Finance - Regulatory Reform Division (RRD) (Commonwealth of Australia) (ABN 61 970 632 495) of 1 Canberra Ave, Canberra Australian Capital Territory 2603.

1 Interpretation

1.1 In this Memorandum of Understanding (MOU) the University and the Department of Finance are each referred to as a **Party** and collectively referred to as the **Parties**.

1.2 In this MOU, unless contrary intention appears, the following definitions are used:

Activities means the activities listed at clause 5 or as otherwise agreed between the Parties;

Confidential Information means information disclosed by a Party (the discloser) to the other Party (the recipient) that:

- (a) is by its nature confidential;
- (b) is designated by the discloser as confidential;
- (c) the recipient knows or ought to know is confidential;

but does not include information which:

- (e) is or becomes public knowledge other than by breach of this MoU or any other confidentiality obligations;
- (f) has been independently developed or acquired by a Party, as established by written evidence; or
- (g) is disclosed as required by law.

2 Purpose of this MOU

2.1 This MoU:

2.1.1 records the intention of the Parties for a joint commitment to a closer exchange on regulation-related research, design and practice, supporting the Australian Government's regulatory reform agenda and fostering research excellence, including high-level aspirations and the general types of activities that may be jointly delivered as part of that commitment; and

2.1.2 builds on and formalises an existing relationship that has grown between the Parties since April 2021 through the delivery of successful collaborative projects. These have included academic secondments to RRD, visiting arrangements from RRD to the University, the joint creation and delivery of the Regulatable Seminar Series (a series of presentations for Australian Government regulatory agencies on practice excellence), and the development research papers in support of RRD's regulatory reform work.

3 Role of the Parties

3.1 Each Party acknowledges their mutual interest in:

- 3.1.1 working cooperatively to identify and develop activities in line with the established objectives of this MOU;
- 3.1.2 cooperating to ensure that activities and collaborations are scoped sufficiently to establish specific agreements, if required;
- 3.1.3 carrying out their role as contemplated by this MOU; and
- 3.1.4 acting reasonably and in good faith towards each other.

4 Objectives

4.1 In signing this MOU, the Parties acknowledge their shared objective of enabling a closer exchange between the Parties that will foster excellence in regulatory research, design and practice. This includes:

- 4.1.1 Furthering the development of a strong evidence base to inform regulatory policy making and in support of the Australian Government's regulatory reform agenda.
- 4.1.2 Supporting best practice and the adoption of whole-of-government regulatory stewardship across the Australian Public Service (APS).
- 4.1.3 Undertaking cutting edge research to address emerging regulatory issues and investigate potential reforms that supports the work of the RRD.
- 4.1.4 Engaging in knowledge dissemination activities to improve regulatory knowledge and practice and to support capability building among Australian Government policy makers and regulators in line with the objectives of APS Reform.
- 4.1.5 Working collaboratively on projects which draw on each Parties' respective interests and perspectives.
- 4.1.6 Building the capability of the Parties by:
 - (a) providing opportunities for RRD staff to work closely with the University's regulation experts, and
 - (b) offering the University staff and students opportunities to apply their knowledge and research capability in a policy setting.
- 4.1.7 Sharing data, insights and evidence to improve the Parties' understanding of regulatory issues.
- 4.1.8 Providing a forum for discussion on regulatory problems and opportunities for reform.
- 4.1.9 Fostering networks, collaborations and partnerships between stakeholders across academia, regulators, business and the public service on regulatory problems of mutual interest.

5 Activities

5.1 To enable delivery of the objectives, the Parties will work collaboratively on a range of activities, including:

- 5.1.1 producing joint publications and other knowledge products;

- 5.1.2 hosting joint events, or supporting events hosted by the other party, such as conferences, public lectures, and panel discussions;
- 5.1.3 undertaking joint research and collaborative projects;
- 5.1.4 enabling staff and student exchanges between the Parties as part of shared learning and capability building;
- 5.1.5 engaging in joint knowledge dissemination initiatives to support the building and promotion of excellence in regulation;
- 5.1.6 data analysis and data exchange, ensuring information protections are maintained; and
- 5.1.7 other projects as agreed by the Parties.

6 Term

- 6.1 This MOU will commence on the date on which it was executed by the last Party to do so and will continue for three years or until terminated in accordance with clause 6.3.
- 6.2 It is understood that an evaluation of this MOU will take place prior to expiration and that the Parties may agree to renew the MOU for a further term.
- 6.3 Either Party may terminate this MOU by providing thirty days written notice to the other Party and will cooperate to resolve any matters affected by this termination.

7 Intellectual Property

- 7.1 Each Party acknowledges that intellectual property will be managed under separate agreement/s.

8 Governance

- 8.1 It is understood that a designated person at each institution shall oversee and facilitate implementation of this MOU in cooperation with other appropriate staff.

- 8.2 Designated Persons:

Party	Name and Position	Contact
RRD	Kelly Wood, Assistant Secretary, APS Regulatory Reform, Regulatory Reform Division, Department of Finance	Phone: (02) 6215 2753 Email: kelly.wood@finance.gov.au
ANU	Kathryn Henne, Director, School of Regulation and Global Governance (RegNet)	Phone: (02) 6125 1255 Email: kathryn.henne@anu.edu.au

- 8.3 The designated persons will endeavour to meet a minimum of four times a year (approximately every three months) to discuss the progress and make decisions in relation to Activities being undertaken in connection with this MOU.
- 8.4 The RRD will provide secretariat support for designated persons meetings.

- 8.5 For the purposes of clause 6.2, the Parties will consider the Activities and working relationship between the Parties and assess whether the objectives of the MOU have been achieved. The purpose of the evaluation is to generate useful insights and a common understanding of the effectiveness of the working relationship in achieving the MOU's objectives.

9 Confidentiality

- 9.1 It is anticipated that Confidential Information may be exchanged between the Parties in connection with this MOU.
- 9.2 Each Party acknowledges that the use and disclosure of Confidential Information will be managed by separate agreement/s.

10 Effect of the MOU

- 10.1 This MOU outlines the framework of a working relationship between the Parties, and is not intended to be legally binding.
- 10.2 For the avoidance of doubt, no partnership or joint venture is created by this MOU and no Party can commit any other Party financially or otherwise to a third party.
- 10.3 No Party may use the name or logo of another Party, or any variation thereof, without express prior written consent of the other Party.
- 10.4 The Parties may enter into a legally binding agreement if they wish to collaborate on any projects arising out of discussions under this MOU.
- 10.5 This MOU may be signed in any number of counterparts (including electronically signed counterparts) and all such signed counterparts, taken together, shall be deemed to constitute one and the same instrument even though both parties may not have signed each separate counterpart.

SIGNED

for and on behalf of the Australian National
University ABN 52 234 063 906 by an
authorised officer in the presence of:

(Signature of witness)

(Printed name of witness)

SIGNED

for and on behalf of the Commonwealth of
Australia as represented by the Department
of Finance by an authorised officer in the in
the presence of:

(Signature of witness)

MEAGHAN CLACK

(Printed name of witness)

(Signature of authorised officer)

Helen Sullivan

(Printed name of authorised officer)

12 October 2023

Date

(Signature of authorised officer)

JORDAN HATCH

(Printed name of authorised officer)

1 DECEMBER 2023

Date