



**Australian Government**

**Department of Immigration  
and Border Protection**

# **COLLABORATIVE HEAD MEMORANDUM OF UNDERSTANDING**

**between**

**the Department of Immigration and Border  
Protection (DIBP) ABN 86 267 354 017**

**and**

**the Australian National University (ANU)  
ABN 52235463906**

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## 1. Participants

1.1 This Collaborative Head Memorandum of Understanding (MOU) is made between:

- (a) The Department of Immigration and Border Protection (DIBP); and
- (b) The Australian National University (ANU)

jointly referred to in this MOU as the Participants.

## 2. Background

2.1 The Participants have a mutual interest in establishing and supporting a collaborative working partnership on research, analysis, training, policy matters and other engagement activities with a particular focus on migration, the economics of migration, trade and customs, data analytics, cyber and national security.

2.2 In this context, the Participants have jointly decided to enter into this MOU.

## 3. Purpose

3.1 This MOU sets out the overall framework within which the Participants will work together to provide a high level of collaboration, research, support and service to each other.

## 4. Roles

4.1 DIBP's mission is to protect Australia's border and manage the movement of people and goods across it.

4.2 DIBP, including its operational enforcement arm, the Australian Border Force (ABF), manages a system of border processes that oversee the flow of people and goods to and from Australia.

4.3 The ANU is a research intensive university of global standing with research priorities that address the challenges facing Australia and the world. It engages with and values strategic alliances and partnerships with government and non-government agencies.

4.4 A number of areas across the ANU are of particular relevance to the DIBP including the ANU College of Asia and the Pacific which plays a key role in shaping public policy through research, education and policy engagement and the ANU College of Engineering and Computer Science which is at the leading edge in the engineering and computer science field through research and teaching programmes.

## 5. Status and interpretation

- 5.1 This MOU is administrative in nature and is not intended to create, maintain or govern legal relations or obligations between the Participants. The obligations arising under legislation for each Participant are not affected by this MOU.
- 5.2 This MOU replaces the previous Principal MOU between the Department of Immigration and Citizenship (DIAC) and the ANU in relation to the Establishment of a Collaborative Research Program on the international movement of people. It does, however, support any Subsidiary Arrangements still in effect under that Principal MOU until their completion.
- 5.3 Any other arrangements between the Participants that include other Departments or agencies as parties (i.e. multilateral arrangements) are not affected by this MOU.
- 5.4 Each Participant will ensure that its employees, contractors and all other entities acting on its behalf comply with relevant legislation and policy.
- 5.5 Unless the contrary intention appears, a term used in this MOU has the meaning shown in the table below:

<b>Authorised Delegate</b>	an authorised delegate is a person who is an appropriate delegate according to the issues covered, occupying the position of First Assistant Secretary, Strategic Policy and Planning Division within DIBP and Deputy Vice Chancellor, Research.
<b>Information</b>	means data, whether or not processed or analysed, documents, reports, and other communications in any format, including electronic, or certified or authenticated copies of such data.
<b>Intellectual property</b>	includes all rights in copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions, plant varieties, registered and unregistered trademarks, designs and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to registration of such rights existing in Australia or elsewhere, whether created before, on or after commencement of this MOU.
<b>Head MOU</b>	means this MOU on the collaborative working relationship between the Participants.
<b>Participant</b>	means the parties involved in this MOU.
<b>Subsidiary Arrangement</b>	means any Arrangement that is made pursuant to this Head MOU.  Subsidiary Arrangements will specify the analysis, training, research engagement or other activity/project to be undertaken and the related terms and conditions.

## 6. Objectives of cooperation

- 6.1 The Participants will establish and support a collaborative working relationship based on mutual respect and trust on research and policy matters particularly in their respective fields of expertise in relation to migration, economics of migration, training and development, trade and customs issues, data analytics and cyber and national security.
- 6.2 The Participants will act cooperatively and collaboratively in the pursuit of common goals and to enhance the effectiveness of each other's activities.

## 7. Scope of cooperation

- 7.1 The Participants agree to:
  - (a) collaborate and support each other in providing relevant evidence, analysis and research to support policy development on border and migration issues;
  - (b) work together to develop analysis, undertake research, gather evidence and provide training on issues relevant to DIBP's four strategic objectives, which are to:
    - (i) protect Australia
    - (ii) provide responsive migration
    - (iii) advance trade and revenue
    - (iv) lead border innovation,across broad relevant topic areas such as: migration, economics of migration, training and development, and customs, data analytics, cyber and national security;
  - (c) work together to agree upon and deliver analysis, training or research, relevant services and/or projects including but not limited to: a series of occasional papers, workshops, seminars, conferences, courses, secondment opportunities and/or commissioned targeted analysis/projects or research; and
  - (d) ensure the effective and efficient use of both government and university resources to undertake analysis, research, evidence gathering, education or projects on relevant issues and topics.
- 7.2 Any collaborative arrangements set up under the framework of this MOU will be the subject of a Subsidiary Arrangement.

## 8. Governance Arrangements

- 8.1 The Contact Officer for DIBP will be: Director, Immigration and Border Research Unit, Strategic Policy and Planning Division, DIBP
- 8.2 The Contact Officer for ANU will be: Director, Research Services.
- 8.3 The Participants agree that notices under this MOU will be sent to the Contact Officer at the address provided for notices.
- 8.4 The Participants acknowledge that access to parties' assets and use of information in pursuance of this Head MOU, and under individual Subsidiary Arrangements, may be subject to any mandatory security clearances or other disclosure requirements in place from time to time.
- 8.5 The Participants acknowledge that any changes to the aim or scope of this Head MOU will be discussed and agreed between the Participants, after notification in writing to the other Participant's Contact Officer.

## 9. Communication Strategy and Media

- 9.1 The Participants agree to collaborate on any media release or communication with the media and other third parties in relation to this MOU.
- 9.2 The Participants acknowledge that academic freedom and integrity are paramount to the University.

## 10. Financial Arrangements

- 10.1 Each Participant will bear their own costs in fulfilling their commitments under this MOU.
- 10.2 Any funding for individual activities or projects under this MOU will be specified in the relevant Subsidiary Arrangements.

## 11. Subsidiary Arrangements

- 11.1 The Participants may enter into Subsidiary Arrangements under this MOU that specify any activities or projects to be undertaken to support the objectives of this MOU.
- 11.2 Each Subsidiary Arrangement will specify the analysis, training, research, engagement or other activity/project to be undertaken and the related terms and conditions, including as required:
  - 11.2.1 the activity/project objectives
  - 11.2.2 the activity/project methodology
  - 11.2.3 the project management approach
  - 11.2.4 the governance arrangements
  - 11.2.5 the activity/project funding
  - 11.2.6 the roles and responsibilities of DIBP and ANU

## 12. Intellectual Property

- 12.1 Nothing in this MOU is intended to change or affect the ownership of intellectual property of either Participant or creates any right, interest or licence in any intellectual property owned or licensed by a Participant.

## 13. Privacy

- 17.1 The Participants agree to comply with the Privacy Act 1988 (Cth).
- 17.2 If the Australian Information Commissioner directs a Participant to take particular action concerning the handling of Personal Information, the other Participant will co-operate with any reasonable request of the Participant to enable the Participant to comply with the Australian Information Commissioner's direction.

## 14. Official Disclosure and Confidentiality

- 14.1 The Participants will comply with relevant legislation and policy requirements in relation to information disclosure and ensure their officers, employees, consultants and contractors are fully aware of their obligations.
- 14.2 If required, information disclosure arrangements between the Participants will be the subject of a specific Subsidiary Arrangement.

## 15. Dispute Resolution

- 15.1 The Participants recognise that it is in their mutual interest to express issues of concern to each other in a professional manner as a method of improving cooperation.
- 15.2 Despite the existence of a dispute, the Participants will continue to perform their roles under this MOU unless requested not to do so by the other Participant.
- 15.3 The resolution of disputes arising under this MOU will be based on the following principles:
- 19.3.1 the Participants will initially seek to resolve a dispute within the functional areas of the Participant in which the dispute arose
  - 19.3.2 each Participant will ensure it has appropriate mechanisms in place:
    - (i) for raising a dispute to higher levels of management in the event that the dispute is not resolved by the functional areas, and
    - (ii) to disseminate information regarding resolution of disputes to other areas in the organisation who would benefit from such information.
- 15.4 If discussions undertaken by functional areas and higher levels of management fail to resolve the dispute, the dispute will be referred to the Authorised Delegate of the Participants for further direction or final resolution.
- 15.5 Disputes will not be referred to any third party or tribunal.

## 16. Commencement, Duration and Termination

- 16.1 This MOU will take effect on the date it is signed by the last Participant.
- 16.2 This MOU will remain in effect until 30 June 2019 or until it is terminated in accordance with this MOU.
- 16.3 Termination of this MOU or associated document requires at least three (3) months written notice of an intention to terminate or such other notice as agreed from time to time.
- 16.4 Any termination may only occur by the Authorised Delegates of the Participants.
- 16.5 Where this MOU is terminated:
  - (a) All Subsidiary Arrangements made under it will continue unless it is mutually agreed to terminate a Subsidiary Arrangement.

## 17. Variation

- 17.1 Where the Participants mutually determine to vary this MOU, any variation will:
  - (a) be made jointly by the Authorised Delegates of the Participants, and
  - (b) be made by agreement in writing.

## 18. Reviews

- 18.1 The Participants will review this MOU every two (2) years from the date on which it commences or with such other periods as mutually agreed.



## Signatures

SIGNED for and on behalf of  
**the Department of Immigration  
and Border Protection** by

Michael Pezzullo

Secretary

signature

2 December 2016

SIGNED for and on behalf of  
**Australian National University**  
by

Professor Brian Schmidt

Vice-Chancellor

signature

2 December 2016