



## THE UNIVERSITY OF AUCKLAND AT MANUKAU PROGRAMME

### DEED OF COOPERATION

DEED dated the 14<sup>th</sup> day of November 2008

#### PARTIES

1. THE UNIVERSITY OF AUCKLAND (“UoA”)
2. THE MANUKAU INSTITUTE OF TECHNOLOGY (“MIT”)

#### PREAMBLE

- A. The University of Auckland (UoA) is a research-led university aspiring to the highest international standards. The Manukau Institute of Technology (MIT) aspires to be an institute of technology of high international repute. Both parties recognise the benefits of a differentiated system of tertiary education in New Zealand, in which research-led universities, other universities, institutes of technology, polytechnics, colleges of education and wananga each have distinctive contributions to make to the development of an internationally competitive, knowledge-based society.
- B. To these ends the institutions agree to work cooperatively in a spirit of mutual respect to recognise the complementarity of their missions and values, to build their distinctive teaching and research strengths in order better to serve students and the community, and to enhance their profiles and standing locally, nationally and internationally.
- C. As “institutions” within the meaning of the Education Act 1989, UoA and MIT agree to cooperate in terms of this Deed. The purposes of this cooperation are to provide further opportunities for research-informed teaching and learning, to benefit local and national communities, and to promote the efficient use of resources.
- D. The parties undertake to structure the relationship so as to:
  - Enhance the opportunities to enter degree and foundation programmes offered in the greater Manukau region through The University of Auckland at Manukau programmes;
  - Develop learning pathways which encourage students to seek a tertiary education;

- Develop programmes which expand learning opportunities for students;
- Enable appropriately qualified students in each institution to access courses and learning resources of the other institution; and
- Provide for students to transfer credits gained in one institution toward the requirements for qualifications of the other institution.

E. The parties are mindful of:

- The demand for places in tertiary education;
- The need for internationally competitive teaching, research and creative work to maintain, generate and disseminate knowledge;
- The opportunities for internationalisation, implementation of new technologies, higher standards, increased efficiency in the use of resources and greater accountability;
- The benefits of diversified learning pathways and increased opportunities for students and staff in tertiary education;
- Their commitment to equal opportunities and the Treaty of Waitangi.

F. The parties will remain separate legal entities, retaining their institutional identity, autonomy, and distinctive characteristics, each with its own organisation and management structure, and each responsible for its own financial affairs, and its own intellectual and physical resources. The parties are committed to exploring the best ways of further enhancing their cooperation.

G. The parties affirm that all cooperative initiatives will be designed so as to maintain and promote the highest possible standards of teaching and research consistent with the requirements of academic freedom and institutional autonomy in sections 161 and 162 of the Act.

## **1. DEFINITIONS**

1.1 In this Deed unless the context otherwise requires:

“Act” means the Education Act 1989, as amended;

“Board” means the Board established pursuant to clause 4.1

“Effective Date” means XX.XX.XX or such other date as the parties may agree;

“Institution” has the meaning given in the Act;

“Parties” means UoA and MIT.

“Chief Executive” means the Chief Executive of MIT;

“Vice-Chancellor” means the Vice-Chancellor of UoA.

1.2 References in this Deed to:

(a) a “course” is a reference to a basic unit of education or training also described as a “unit” “paper” “subject”; and

(b) a “programme” is a generic reference to a grouping of courses which will, if completed successfully, lead to an award.

## **2. PURPOSES OF THE DEED**

- 2.1 The purposes of this Deed which are shared by both parties are to:
- 2.1.1 Facilitate the pursuit by UoA of its goal of being a research-led university of the highest international standards, and the pursuit by MIT of its goal of being an institute of technology of high international repute;
  - 2.1.2 Enhance the availability to students in the greater Manukau region of high quality educational opportunities, particularly educational programmes at degree level;
  - 2.1.3 Recognise the autonomy of each institution and protect academic freedom in each institution;
  - 2.1.4 Optimise cooperation where the parties have goals in common, in a manner which respects and recognises the distinctive and complementary characteristics of each Institution's mission, culture and values;
  - 2.1.5 Promote the efficient use of resources and improve the financial position of each institution.

### **3. NAME**

- 3.1 The parties shall promote their joint endeavours pursuant to this Deed under the name "The University of Auckland at Manukau Programme". When operating independently the parties will do so under their own names.
- 3.2 Neither party will use or display the name, crest, logo, or any other insignia distinctive of the other party without the prior written consent of the other party. The Board will be empowered to develop a protocol for the joint use of insignia when marketing The University of Auckland at Manukau programmes.

### **4. BOARD**

- 4.1 The parties will establish within 1 month of the Effective Date a Board comprising:
- (a) The Vice-Chancellor, ex officio;
  - (b) The Chief Executive, ex officio;
  - (c) Three persons appointed by the Vice-Chancellor;
  - (d) Three persons appointed by the Chief Executive.

The Vice-Chancellor and the Chief Executive may determine the term of office of their respective appointees; remove and replace them from time to time and fill any casual vacancies. The Vice-Chancellor and Chief Executive shall agree on the person to be appointed Chair of the Board and shall ensure the Chair alternates between UoA and MIT on a regular basis.

- 4.2 Subject to the Act, the Vice-Chancellor and the Chief Executive (in this clause a "CEO") may appoint a person who is a member of the CEO's staff to act as an

alternate for that CEO or any appointee of that CEO to exercise all the powers and discharge all the duties of the Board member whom the alternate represents. The appointment may at any time be revoked by notice to the Board given by the CEO who made the appointment and is automatically revoked when that Board member whom the appointee represents vacates office.

- 4.3 On governance matters, the Board shall have no power to act (other than in accordance with any express delegation from the respective Councils of the parties) but may make recommendations to the respective Councils or academic boards of the parties.
- 4.4 The parties will empower the Board to investigate and make recommendations on the processes and activities to be undertaken to achieve the aims and purposes contained in this Deed.
- 4.5 Recommendations and decisions of the Board require the agreement of a majority of the members appointed by or representing UoA and a majority of the members appointed by or representing MIT. The Chair shall not have a casting vote. Otherwise the members of the Board may regulate their own procedure.
- 4.6 The Board must act consistently with the purposes in Clause 2.

## **5 DISTINCTIVE CHARACTERISTICS AND IDENTITIES**

- 5.1 The distinctive characteristics of each party will be recognised and preserved by the following provisions:
  - 5.1.1 The Vice-Chancellor and the Chief Executive will retain the authority and responsibility for all employment matters in their respective institutions.
  - 5.1.2 Each Institution will have authority over its academic affairs and retain its own Academic Board or Senate to advise its Council on those affairs.
  - 5.1.3 Each Institution will have its own Charter, approved by its Council and negotiated with the Minister
  - 5.1.4 Each Institution shall retain full responsibility for control of its land, buildings and other resources.
- 5.2 UoA identifies its distinctive characteristics as:
  - 5.2.1 An uncompromising commitment to leading edge research and creative work and to the creation, application and dissemination of knowledge through basic and applied research and scholarship.
  - 5.2.2 A well developed research and teaching environment including extensive library, research laboratories and sophisticated computer facilities.
  - 5.2.3 Research-led teaching and the development of clear linkages between research, professional practice, and the needs of a knowledge-based society.

- 5.2.4 Broadly-based faculties and professional schools of international standing which meet the changing needs of the community for highly qualified graduates.
  - 5.2.5 Provision of a wide range of disciplinary and interdisciplinary teaching programmes at degree level with postgraduate education as a major component.
  - 5.2.6 A student-focussed teaching and learning environment that encourages academic excellence, enjoyment of learning, critical reasoning, inquiry and analysis.
  - 5.2.7 The support of research centres, research institutes and postgraduate schools.
  - 5.2.8 A commitment to strengthening linkages with other internationally recognised research universities and their faculties.
- 5.3 MIT identifies its distinctive characteristics as:
- 5.3.1 Being student focussed and providing a positive learning environment which develops the intellectual independence of students.
  - 5.3.2 Being an educational provider of applied and vocational learning with a strong regional base and an international profile.
  - 5.3.3 Having substantial links with commerce, industry, other educational institutions and the community.
  - 5.3.4 Providing a comprehensive range of programmes by level, subject and mode of delivery.
  - 5.3.5 Maintaining positive collegial relationships among staff.
  - 5.3.6 Valuing cultural diversity.
  - 5.3.7 Being located in one of the most culturally diverse regions of the South Pacific, in an area traditionally associated with the Tainui people
- 5.4 The parties are committed to:
- 5.4.1 Excellence in teaching, learning, research and scholarship.
  - 5.4.2 The advancement, dissemination and conservation of knowledge.
  - 5.4.3 Academic freedom and institutional autonomy
  - 5.4.4 Meeting their obligations under the Treaty of Waitangi.
  - 5.4.5 Advancement of students and staff based on merit.

- 5.4.6 Equal opportunities for all who demonstrate the potential to succeed in their institution
- 5.4.7 Service to the local, national and international community.
- 5.4.8 The role of critic and conscience of society.

## **6. IMPLEMENTATION OF THE UNIVERSITY OF AUCKLAND AT MANUKAU CONCEPT:**

- 6.1 Consistent with the purposes set forth in clause 2, the parties agree to:
  - (a) Promote, co-ordinate and manage the various academic opportunities for cooperation set out in this Deed; and
  - (b) Oversee the exercise under this deed of appropriate quality assurance reviews.
- 6.2 The parties agree not to undertake any cooperative activities that are inconsistent with any Act, Regulation or by-law.
- 6.3 The Board and the parties will promote cooperation in the following areas:
  - 6.3.1 Teaching of University degree and degree entry level programmes in Manukau City and the surrounding areas, including the facilitation of such initiatives through flexible learning and the use of educational technology.
  - 6.3.2 The development of learning opportunities and pathways designed to encourage students to seek a tertiary education.
  - 6.3.3 The consideration of academic activities with the aim of providing complementary and more rational and clearly differentiated programmes. Courses offered at MIT within The University of Auckland at Manukau Programme shall not compete directly with existing MIT courses.
  - 6.3.4 The recognition for academic credit purposes of relevant courses or programmes completed to an appropriate standard by a student at the other institution.
  - 6.3.5 International marketing and the recruitment of international students.
  - 6.3.6 Consultation and the development of constructive relationships with the various communities served by the parties.
  - 6.3.7 Staff professional development
  - 6.3.8 Integrated administrative systems and, where appropriate, the provision of joint services and integrated infrastructures that support the joint activities of the parties.

- 6.4 Subject to the provisions of clause 7.3, the parties agree to work through the Board to investigate and, where appropriate, to share resources that support teaching and learning.
- 6.5 The parties agree to develop through the Board protocols for the sharing of relevant information and for consultation on proposals for significant developments in their Institution.

## **7. FINANCIAL**

- 7.1 Each party seeks to enhance its academic profile and their overall financial position from activities undertaken under the terms of this agreement.
- 7.2 Each party will seek to recover the full economic cost of its intellectual assets and their physical and non-physical resources committed under the terms of this agreement.
- 7.3 Where either party requires to make use for its own benefit, or that of its staff or students, of the facilities or services available from the other party, the parties will agree on an appropriate charge for the provision of the required facilities or services.

## **8. AGREEMENTS WITH OTHER EDUCATION PROVIDERS**

- 8.1 The parties agree to develop through the Board protocols, not inconsistent with the purposes and intent of this Deed, setting out the procedures to be followed before either party enters into an agreement with another education provider for the provision to one of the parties to this Deed of courses or programmes. In particular, the parties agree to full disclosure and negotiation in good faith to ensure that if one party has the relevant resources and expertise, that party is given the opportunity to act as the provider of those services to the other party.
- 8.2 The parties agree to develop through the Board protocols setting out the procedures to be followed before either party enters into any other type of agreement (including a merger but not including an agreement covered by clause 8.1) with another education provider. In particular, the party proposing to enter into the agreement will ensure that all relevant information is disclosed to the other party through the Board. The Board will ensure that all concerns the other party may have about the impact of the agreement on the Alliance are addressed and that the agreement does not compromise the purposes and intent of this Deed.

## **9. DISPUTE RESOLUTION**

- 9.1 The parties shall use their best endeavours to resolve any disputes that may arise in the interpretation, application or operation of this Deed by an informal process. Any dispute that is not so resolved shall be referred first to the Vice-Chancellor and the

Chief Executive. If they fail to resolve it, the dispute shall be referred to mediation followed, if need be, by arbitration pursuant to clauses 9.2 and 9.3.

- 9.2 Any dispute not resolved under clause 9.1 shall be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between the parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as a mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 9.3 Any dispute arising out of or relating to this Deed which is not resolved by mediation shall be finally decided by arbitration. Any arbitration will be governed by the provisions of the Arbitration Act 1996.

## **10. NOT A PARTNERSHIP OR MERGER**

- 10.1 It is expressly declared that this Deed does not constitute either party as the partner or agent of the other and that each party preserves its autonomy in the provision of tertiary education services.
- 10.2 This Deed does not constitute a disestablishment or merger of either party

## **11. ANNOUNCEMENTS**

- 11.1 No official announcements concerning this Deed or the negotiations leading to its conclusion will be made except by the Vice-Chancellor or the Chief Executive and then only in the form agreed between them.

## **12. REVIEW**

**This Deed of Cooperation will be subject to review commencing no later than three years from the date of signing.**

EXECUTED AS A DEED

THE COMMON SEAL of the  
UNIVERSITY OF AUCKLAND  
was affixed in the presence of:

Member of Council

Member of Council

Registrar

THE COMMON SEAL of the  
MANUKAU INSTITUTE OF TECHNOLOGY  
was affixed in the presence of:

Member of Council

Member of Council