

Legal Agreements Policy and Procedure

Section 1 - Preamble

(1) Charles Darwin University ('the University', 'CDU') is established as a body corporate with perpetual succession and legal capacity, including the capacity to enter into legal agreements, acquire property, and sue or be sued, pursuant to section 4(2) of the [Charles Darwin University Act 2003](#) (the Act).

(2) Under section 5 of the Act, the University may enter into legal agreements in the exercise of its functions, pursuant to its powers under section 6 of the Act, as far as they are consistent with the University's strategic objectives and functions.

(3) This policy is aligned with the University's legislative obligations, including the:

- a. [Higher Education Standards Framework \(Threshold Standards\) 2021](#);
- b. [National Vocational Education and Training Regulator \(Outcome Standards for Registered Training Organisations\) Instrument 2025](#); and
- c. [National Vocational Education and Training Regulator \(Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements\) Instrument 2025](#).

Section 2 - Purpose

(4) This policy establishes a legally and regulatorily-compliant framework for entering into legal agreements, including the requirement to seek legal advice, ensuring compliance with the Act and the University's legislative obligations.

Section 3 - Scope

(5) This policy and procedure applies to all employees of the University and to all legal agreements entered into by the University, whether drafted by the University or by another party, including but not limited to agreements, contracts, declarations, deeds, deed polls, Memorandums of Understanding (MOU) terms sheets, statements of work, and quotations. This policy and procedure also applies to pre-agreement negotiations and/or negotiations for agreement renewal.

(6) This policy and procedure applies to third-party agreements along with the [Third-Party Provider for Educational Delivery Procedure](#).

(7) This policy and procedure do not apply to:

- a. the employment of staff or employment contracts; or
- b. admission offers and enrolment agreements.

Section 4 - Policy

(8) In accordance with the [Procurement Policy](#) and [Procurement Procedure](#), the agreed terms and conditions for the procurement of goods or services or the supply of goods and services to a third party must be documented in a formal legal agreement.

(9) The University may enter into legal agreements that align with and further the University's objectives and strategic plans, and where the benefits accruing to the University outweigh the risks assumed under such agreements.

(10) The University is committed to ensuring that legal agreements:

- a. are only executed by the authorised officer with the appropriate delegation in accordance with the [Delegations Policy](#) and [Delegations Register](#);
- b. protect the University's best interests and reputation;
- c. are consistent with the University's objectives, policies, procedures, strategies, the [Charles Darwin University and Union Enterprise Agreement 2025](#), and other legal requirements;
- d. are negotiated fairly and transparently;
- e. address any perceived, potential, or actual conflict of interest, including foreign arrangements, in a transparent manner and in accordance with the [Conflicts of Interest Policy](#) and [Conflicts of Interest Procedure](#);
- f. clearly identify the rights and obligations of each party to the legal agreement and any deliverables; and
- g. can be implemented and delivered within University resources, including any contingent liabilities.

(11) All legal agreements involving third-party delivery, services, or academic activities must comply with the [Third-Party Provider for Educational Delivery Procedure](#), including requirements that the University retains academic oversight, quality assurance, and accountability outcomes.

Section 5 - Procedure

Legal agreement compliance

(12) All legal agreements, including those exempted from review, must:

- a. be executed only by the authorised officer in accordance with the [Delegations Policy](#) and [Delegations Register](#); and
- b. be lodged on the University eCentre via the [Memorandum of Understanding, Contracts and Agreements eform](#), or the Research Information System (known as Pure) for research agreements.

(13) Employees involved in negotiating, drafting, and executing legal agreements must assess the level of risk in accordance with the [Enterprise Risk Management Policy](#) and [Enterprise Risk Management Procedure](#). If a risk appears to exceed the University's risk appetite, Governance must be consulted.

Review and exemption from review

(14) Subject to the exemptions provided in clause 15, Governance must review the terms of a legal agreement prior to its execution.

(15) All legal agreements must be sent to legal@cdu.edu.au for review by Governance, except:

- a. Library Services: licence agreements to access information resources or legal agreements for software as a service with a contract value of up to \$100,000.

- b. Research and Innovation: research agreements with an expenditure value of up to \$200,000 or research agreements with a revenue-generating value of up to \$500,000.
 - i. Note: research agreements to be sent to Governance must be reviewed first by Research and Innovation.
- c. Marketing, Media and Communications: sponsorship agreements (the University sponsoring external organisations) with a contract value of up to \$50,000 and drafted in accordance with the University's [standard legal template](#), where no changes to the standard terms or any special conditions have been requested.
- d. Advancement: donation and gift agreements (incoming to the University) with an agreement value of up to \$50,000 and drafted in accordance with the University's [standard legal template](#), where no changes to the standard terms or any special conditions have been requested.
- e. Property and Facilities: revenue and expenditure agreements, including property agreements, with an agreement value of up to \$50,000, and which have been drafted in accordance with the University's [standard legal template](#), where no changes to the standard terms or any special conditions have been requested.
- f. Finance: credit term agreements with a contract value of up to \$10,000, unless the agreement contains a liability and/or indemnity clause.
- g. Practice agreements (for student placement/internship), which are drafted in accordance with the University's [standard legal template](#), and no changes to the standard terms or any special conditions have been requested.
- h. MOUs drafted in accordance with the University's [standard legal template](#), and no changes to the standard terms or any special conditions have been requested.

Responsibilities of employees managing contracts

(16) Employees must declare any perceived, potential, and actual conflict of interest in accordance with the [Conflicts of Interest Policy](#) and [Conflicts of Interest Procedure](#) and conduct themselves to the highest professional standard in accordance with the [Code of Conduct - Employees](#).

(17) Where an employee has accepted a gift or benefit, including hospitality, from a prospective or current commercial vendor, supplier, or contractor, they must recuse themselves from any procurement processes or new or renewal agreement negotiations/panels that involve the giver. This recusal must last for 12 months following the acceptance of that gift, benefit, or hospitality.

(18) Employees must be aware that discussions prior to the execution of a legal agreement, or even when a subsequent agreement has not been made, may create binding legal obligations for the University.

- a. An employee who is in doubt about whether an arrangement constitutes a legal agreement should contact Governance by emailing legal@cdu.edu.au for advice.

(19) An employee drafting and/or dealing with a legal agreement on behalf of the University must:

- a. negotiate and draft the legal agreement with the knowledge and authorisation of the relevant organisational unit and not in their individual capacity;
- b. ensure all moneys received by the University under the legal agreement are paid into the University account. The account details can be obtained by emailing treasury@cdu.edu.au;
- c. ensure University and third-party institutional account details for legal agreements involving payment are recorded in the payment schedule;
- d. use a University-approved [standard legal agreement template](#), which includes a legal description of the parties, including the parties' ABN or ACN as relevant, unless the other party has provided a draft legal agreement;
- e. ensure that no activities are undertaken before the legal agreement is executed unless the Vice-President Governance and University Secretary approves of any such pre-execution activities in exceptional circumstances; and
- f. ensure that legal agreements are executed under the University's legal authority, namely the [Charles Darwin](#)

[University Act 2003](#) (i.e. not the [Corporations Act 2001](#) (Cth)).

(20) If a new [legal agreement template](#) needs to be developed, the organisational unit must consult with Governance at an early stage.

(21) If a legal agreement involves a question of insurance by the University or the other party, the Treasury and Compliance Accountant must be consulted via email to treasury@cdu.edu.au.

(22) Organisational units proposing to seek external legal advice must consult with the Vice-President Governance and University Secretary prior to engagement.

Specialist advice from other relevant University areas

(23) Organisational units should first assess if legal agreements or MOUs require specialist advice, guidance and assistance from the relevant University area prior to execution.

(24) For guidance and assistance, all legal agreements relating to or involving:

- a. research, including research funding, must be reviewed by Research and Innovation by emailing researchcontracts@cdu.edu.au;
- b. intellectual property (IP), licensing or commercialisation of IP rights must be reviewed by Research and Innovation, the Copyright Officer (where applicable), and Governance;
- c. any element of the University's information and communication technology systems must be reviewed by the Chief Information and Digital Officer to ensure that the University's standards, compliance and security needs are met;
- d. any governance issues must be reviewed and approved by the Vice-President Governance and University Secretary;
- e. the acquisition, use, disposal, and/or decommissioning of University property or facilities must be reviewed by the Director Property and Facilities. This will include property or facilities where the University has a legal interest, including but not limited to real property, leased property, plant, motor vehicles and equipment within its Faculties, institutes, organisational units, offices or individuals, across all campuses;
- f. the engagement of contractors in relation to matters concerning property or facilities must be reviewed by the Director Property and Facilities to ensure such contractors are suitably qualified;
- g. education, including third-party delivery, must be reviewed by the Provost;
- h. donations, gifts or advancements must be reviewed by the Deputy Vice-Chancellor Research and Community Connection;
- i. procurement and supply must be reviewed by Finance and be established and executed in accordance with the [Procurement Policy](#) and [Procurement Procedure](#);
- j. the [CDU-NTG Partnership Agreement](#) must be reviewed by the Director Government and Strategic Engagement; and
- k. international student recruitment, student exchange, or overseas student placement must be reviewed by the Director CDU Global.

Public art

(25) The following requirements apply to all legal agreements for the acquisition, commission, acceptance (including donations), installation, maintenance, relocation or decommissioning of public art:

- a. No public art legal agreement is to be executed without documented approval in accordance with the University's delegation framework and prior consultation with Property and Facilities. The University Curator should be notified that public art may be or has been acquired.

- b. Artists, designers and suppliers must be engaged through compliant procurement processes and assessed as appropriately qualified, experienced and capable of delivering the artwork to the required standard, timeframe and budget.
- c. Public art legal agreements must clearly define scope, deliverables, milestones, payment arrangements, intellectual property and moral rights (a copyright waiver allowing the University to use images of the artworks), insurance, installation requirements, and responsibilities for maintenance and end-of-life management.
- d. Legal agreements must address work health and safety, public safety, structural integrity, accessibility, durability and suitability for local environmental conditions, including weather exposure, long-term deterioration, and conservation of the artwork.
- e. Legal agreements must consider and document whole-of-life costs and responsibilities, including installation, ongoing maintenance, repair, relocation or decommissioning, and allow for removal where an artwork becomes unsafe, unsuitable or beyond reasonable repair, as well as a statement that the University reserves the right to decommission works of public art at its discretion.

(26) Art held in the University art collection is not considered public art and must be managed in accordance with the [Art Collection Policy](#) and [Art Collection Procedure](#).

Submitting a legal agreement for review

(27) Governance will endeavour to review legal agreements submitted to legal@cdu.edu.au within ten (10) business days of all required documents being submitted.

(28) Urgent requests must be raised with Governance to ensure an expedited review timeframe can be met.

(29) Submissions must include the legal agreement, any related head or funding agreements, and a one paragraph statement explaining the context of the agreement.

Execution of a contract and e-lodging

(30) The University must not perform any obligations or undertake any activities under a legal agreement unless it is executed by all relevant parties.

(31) When sending a legal agreement to the Vice-Chancellor for execution, an accompanying note/memo, signed by the relevant senior executive, must also be sent, which will briefly describe the context and content of the agreement and, among other matters, the financial obligations of the University.

(32) Only employees with the relevant delegation as specified in the [Delegations Policy](#) and University [Delegations Register](#) may execute legal agreements on behalf of the University.

- a. Employees with the delegation to execute a University legal agreement must be satisfied that all advice, guidance and approvals required under this policy and procedure have been obtained.
- b. Employees executing legal agreements must ensure they understand the difference between expenditure agreements and revenue agreements in light of their financial delegation.
- c. Employees executing a legal agreement must ensure that they have a delegation to execute the given agreement. Executing a legal agreement is different from approving it. A delegation to approve a legal agreement does not necessarily mean power to execute it. Execution means signing off on a legal agreement in accordance with the delegation of that power.

(33) Organisational units must ensure executed legal agreements are lodged in the appropriate approved system once executed by both (or all) parties, and managed in accordance with the [Records and Information Management Policy and Procedure](#). The following systems are approved for the storage of executed legal agreements:

- a. [Memorandum of Understanding, Contracts and Agreements eform](#); and
- b. Pure, the Research Information System, for research agreements.

Reporting agreements relating to foreign arrangements

(34) Legal agreements with a foreign government or with a foreign entity or university with no institutional autonomy must be reported to the Australian Government under [Australia's Foreign Relations \(State and Territory Arrangements\) Act 2020](#) (Cth) and in accordance with the [Foreign Arrangements Procedure](#). For further information or details, employees may also consult the [Foreign Interference and Influence Policy](#) and the [University Foreign Interference Taskforce](#) website.

Contract management

(35) Each legal agreement must have an authorised person (the agreement contact) responsible for ensuring and overseeing the proper performance of the agreement and management of all related obligations of the University under the legal agreement by:

- a. managing the negotiation process for the legal agreement;
- b. ensuring that key deliverables, key performance indicators (KPIs), and payment milestones are clearly set out in the legal agreement;
- c. where the legal agreement has been drafted by an external lawyer engaged by CDU, providing the details of the external lawyer to Governance at legal@cdu.edu.au;
- d. assessing the risks related to the relevant activity prior to entering into the legal agreement and ensuring the ongoing management of risks throughout the agreement;
- e. managing and monitoring the performance of a legal agreement throughout the life of the agreement;
- f. ensuring compliance by the University and the other party/parties with the terms and conditions of the legal agreement;
- g. ensuring a copy of the executed legal agreement and all associated information to evidence how and why the University is entering into the legal agreement is uploaded to the approved system;
- h. resolving issues or problems that arise during the term of the legal agreement;
- i. negotiating variations, renewals, termination or expiry of the legal agreement;
- j. ensuring records relating to the legal agreement negotiations are kept; and
- k. ensuring no payments are made unless the deliverables and KPIs have been submitted or achieved.

(36) The agreement contact must promptly seek advice from Governance at legal@cdu.edu.au if there is any indication that:

- a. a dispute may arise in relation to the legal agreement; and/or
- b. the University may not be able to perform all of its obligations under the legal agreement.

Section 6 - Non-Compliance

(37) Non-compliance with governance documents is considered a breach of the [Code of Conduct - Employees](#) or the [Code of Conduct - Students](#), as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the [Charles Darwin University and Union Enterprise Agreement 2025](#) and the [Code of Conduct - Students](#).

(38) Complaints may be raised in accordance with the [Complaints and Grievance Policy and Procedure - Employees](#) and [Complaints Policy - Students](#).

(39) All employees have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the [Fraud and Corruption Control Policy](#) and [Whistleblower Reporting \(Improper Conduct\) Procedure](#).

Status and Details

Status	Not Yet Approved
Effective Date	To Be Advised
Review Date	To Be Advised
Approval Authority	Vice-Chancellor
Approval Date	10th June 2026
Expiry Date	Not Applicable
Responsible Executive	Brendon Douglas Vice-President Governance and University Secretary
Implementation Officer	Thomas Harley Senior Legal Officer
Enquiries Contact	Thomas Harley Senior Legal Officer <hr/> Governance

Glossary Terms and Definitions

"Conflict of interest" - A conflict where the private interests of a member of the University community may influence, compromise or conflict with the performance of their official duties and responsibilities. Conflicts of interest may be real, potential or reasonably perceived and can involve the financial or non-financial interests of a member of the University community; as well as the financial and non-financial interests of a person in a close personal relationship with a member of the University community.

"Intellectual property" - The various rights which the law gives for the protection of creative effort of a person or group of people. Intellectual property is customarily divided into copyright and rights related to copyright subject to the Copyright Act 1968, and technical or industrial intellectual property that may be protected as registered intellectual property or by common law.

"Research agreement" - Any legal agreement or contract relating to research, research consultancy, and research funding in which the University is involved.

"Agreement contact" - The University staff member responsible for implementing and managing a legal agreement or contract.

"Faculty" - An organisational and academic unit in the University that delivers courses and conducts research.

"Organisational unit" - A faculty, centre or other academic unit; a department, or other administrative unit within the University.

"Foreign Entity" - Foreign entities include: a. Foreign countries or their national governments (including departments and agencies) or political subdivisions or their governments (including departments or agencies) of a foreign country; and b. Universities that are located in a foreign country and do not have institutional autonomy. Corporations that operate on a commercial basis are not classified as foreign entities. A full definition of 'foreign entity' can be found in the Australia's Foreign Relations (State and Territory Arrangements) Act 2020.

"University" - Charles Darwin University, a body corporate established under section 4 of the Charles Darwin University Act 2003. The University is comprised of the various faculties, CDU TAFE, organisational units, and formal committees, including the governing University Council and Academic Board.

"Governance document" - means policy or procedure published in the Governance Document Library. Policies and procedures are collectively called 'governance documents' and are often referred to as 'policy' or 'University policy'.

"Third-party agreement" - The written agreement clearly specifying the roles and responsibilities of the University and the third-party provider in relation to educational delivery.

"Public art" - Any artistic work created for and located in publically accessible areas of the University's campuses and centres other than designated galleries, and may include permanent or temporary art, such as; installations, sculptures, paintings, ceramics/murals, site specific artworks including those integrated into buildings and public spaces, digital media works or ephemeral artworks.