

Educational Partnerships Procedure - Agreements

Section 1 - Background and Purpose

(1) This Procedure outlines the types of formal educational partnerships the University may enter into with third parties. Specific mechanisms for the establishment and operation of agreements are outlined in this Procedure and further elaborated in associated procedures specific to each agreement type.

Section 2 - Scope

(2) This Procedure applies to all formal educational partnerships between La Trobe and third parties except Articulation Agreements, the arrangements for which are outlined in the [Educational Partnerships Procedure - Articulation](#).

Section 3 - Policy Statement

(3) Refer to the [Educational Partnerships Policy](#).

Section 4 - Procedures

Part A - Types of Agreement

(4) La Trobe University may enter educational partnerships in the following categories:

- a. Third Party Teaching agreements, where La Trobe students are enrolled in a La Trobe award or non-award course of study while based wholly or in part at the partner's premises;
- b. Student mobility agreements, where La Trobe students are provided with opportunities to undertake a study experience, including placement and internship opportunities, either at the premises of or facilitated by the partner;
- c. Courseware Licensing agreements, where La Trobe courseware is provided to the partner institution for incorporation into the partner institution's courses; and
- d. Other educational agreements, which establish a formal arrangement between La Trobe and the partner institution in areas not covered by any of the preceding categories and including, but not limited to, shared services, professional development in teaching and learning and pathways for the partner's students to enter a La Trobe course of study.

(5) All partnerships will be supported by a formal agreement between the University and the partner institution.

(6) Agreements may only be entered into by the Designated Signatory.

(7) All agreements must be reviewed and approved by the University General Counsel prior to signing in accordance

with the [Legal Process and Approval of Contracts Policy](#).

Part B - Agreement Development Approval

(8) When a new agreement is proposed with a new or existing partner the relevant College Associate Pro Vice-Chancellor (Academic Partnerships) is responsible for seeking initial approval to proceed with agreement development from the Pro Vice-Chancellor (International) or the Executive Director, Quality and Standards for international or domestic agreements respectively.

(9) To inform the decision, the relevant College Associate Pro Vice-Chancellor (Academic Partnerships) will provide:

- a. A statement on the how the proposed agreement supports and is consistent with the University's strategic objectives;
- b. A risk assessment (refer Part C); and
- c. A due diligence form (only required for proposed partners with whom the University does not currently have an agreement) (refer Part D)

(10) Note this section applies only to new agreements. It does not apply to variations to existing agreements, including new schedules or tables to existing agreements.

Part C - Risk Assessments

(11) A Designated Signatory must only enter into an educational partnership agreement where satisfied that the risks of entering into the partnership can be effectively managed.

(12) A risk assessment as outlined in the University Delegations Framework must be undertaken for all new agreements to:

- a. determine the risks relevant to the arrangement;
- b. determine the appropriate signing authority for the specific agreement; and
- c. inform the decision making of the Designated Signatory before signing the agreement.

(13) In addition to the categories of risk outlined in the University Delegations Framework, the following risk categories must be assessed and a report provided for all agreements with an international third party:

- a. political stability within the partner's country and any other jurisdictions in which the agreement will operate;
- b. matters affecting the safety and security of La Trobe staff or students travelling to the partner's country and any other jurisdictions in which the agreement will operate;
- c. matters affecting academic freedom in the partner's country and any other jurisdictions in which the agreement will operate;
- d. currency fluctuations that may affect the operations or financial sustainability of the arrangement; and
- e. where relevant, any local laws and regulations impacting the operation of the agreement.

(14) The risk assessment must identify how the identified risks will be managed over the life of the agreement.

Part D - Due Diligence

(15) A Designated Signatory must only enter into an educational partnership agreement where due diligence has been conducted into, and the Designated Signatory is satisfied as to:

- a. the proposed partner's reputation;

- b. the proposed partner's experience in delivering educational services;
- c. legislative requirements and/or restrictions to obtaining in-country approval for the agreed activity (international agreements only);
- d. potential impacts on other existing partnerships;
- e. the proposed partner's existing arrangements with other educational institutions;
- f. accreditation or registration requirements relevant to the agreed activity;
- g. the proposed partner's financial standing and legal position; and
- h. the proposed partner's government registration, where relevant.

(16) A standard due diligence form is available from the University's intranet site.

Part E - Partnerships Across Multiple Agreement Categories

(17) Where a program or programs or activity with a third party involve collaboration across multiple categories of agreement, separate agreements must be entered into for activity under each agreement category, except where approved in writing by the Deputy Vice-Chancellor (Academic).

Part F - Agreements Not Covered by Procedure

(18) Where a proposed agreement is not related to any of the agreement categories outlined above, or where the correct agreement category is unclear to the person proposing the agreement, that person must seek advice from the University General Counsel as to the appropriate agreement type and template to be used.

Part G - Agreement Signing Ceremonies

(19) A signing ceremony for any agreement under this Procedure may be held.

(20) Where a ceremony is held and the Designated Signatory is not in attendance, a nominated La Trobe staff member may sign a non-binding Statement of Intent or similarly named document approved by the University General Counsel. The Statement of Intent can acknowledge the partnership between La Trobe and the third party but must not commit either party to any specific action.

(21) The nominated La Trobe staff member may not under any circumstances sign the formal agreement on behalf of the Designated Signatory.

Section 5 - Definitions

(22) For the purpose of this Procedure:

- a. Designated Signatory: the relevant delegate authorised to sign agreements under the [Delegations and Authorisations Policy](#).

Status and Details

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Effective Date	3rd August 2018
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