

Educational Partnerships Procedure - Third Party Teaching Arrangements

Section 1 - Background and Purpose

(1) This Procedure provides a mechanism by which La Trobe University may engage in teaching partnerships with third party providers in Australia and overseas in a manner consistent with the University's obligations as a registered higher education provider.

Section 2 - Scope

(2) This Procedure applies to arrangements between La Trobe University and a third party which involve the delivery of a La Trobe course to La Trobe students who are taught in whole or in part at the third party's premises.

Section 3 - Policy Statement

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

Section 4 - Procedures

Part A - Agreement

(4) The collaborative delivery of La Trobe University courses between the University and a third party must be governed by a formal, signed third party teaching agreement (hence 'agreement'). Agreements of this kind constitute a contract between the University and the partner. The University General Counsel is responsible for drafting a standard Third Party Teaching Agreement template. The template must be used for all agreements and is available from the University's [Academic Quality intranet site](#).

(5) In addition to any requirements outlined in sections below agreements must include, at a minimum:

- a. A commencement and expiration date;
- b. The services to students to be provided under the agreement;
- c. The responsibilities of both parties under the agreement;
- d. Governance arrangements;
- e. Management arrangements;
- f. A regular review and audit cycle;
- g. Financial arrangements, including taxation;
- h. Provisions for dispute resolution requiring that the jurisdiction for dispute resolution and other arbitration is Victoria, Australia. Where an alternative location for dispute resolution is required under a third party's own local regulations the relevant signatory may elect to waive this requirement;
- i. Provisions for the termination of the agreement, including the teaching out of students enrolled in any course in

the event the agreement is terminated

- j. Provisions for ownership and use of intellectual property, confidentiality, indemnity, force majeure and warranties;
- k. Individual course schedules for every course delivered under the agreement listing (refer Part B);
- l. Responsibilities of the parties in securing initial approval or accreditation to operate in the third party jurisdiction, and in meeting any ongoing accreditation or reporting requirements in that jurisdiction;
- m. Reference to the responsibilities of the parties under relevant Australian law including the [Higher Education Support Act 2003](#), [Tertiary Education Quality and Standards Agency Act 2011](#) and the [Education Services for Overseas Students Act 2000](#) and, where relevant, any foreign legislation that may apply to the operation of the agreement; and
- n. In instances where the agreement is produced and signed in more than one language, a provision that the English language version of the agreement takes precedence in any conflicts between the translations. Where an alternative language for precedence in conflicts between translations is required under a third party's own local regulations the Deputy Vice-Chancellor (Academic) may elect to waive this requirement.

(6) The executed agreement is formally stored in the University's official records by the University General Counsel, with a copy retained by the Executive Director, Quality and Standards.

(7) Agreements of this kind may only be signed by the relevant signatory according to the University's Contract Signing Delegations, taking into account matters reserved for Council in the University's delegation framework. Signing authority cannot be delegated. Prior to signature of either new agreements or agreement renewals, these must be reviewed and cleared by the University General Counsel and either the Pro Vice-Chancellor (International) where University courses are delivered offshore or the Executive Director, Quality and Standards where University courses are delivered in Australia.

(8) The following documentation must be provided to the relevant signatory according to the University's Contract Signing Delegations for proposed new agreements as part of the certification process:

- a. All Course Schedules (refer Part B) to be signed with the agreement;
- b. Documentation provided as part of the Agreement Development Approval process as outlined in the [Educational Partnerships Procedure - Agreement](#);
- c. The business case underpinning the individual course offering/s completed as part of the course approval process as outlined in the [Course and Subject Management Policy](#) and associated Procedures;
- d. A listing of substantive amendments, additions, or deletions from the model standard template and reasons for each amendment, addition or deletion;
- e. An assessment of the quality of teaching facilities, other facilities and support services as outlined in [Schedule 2](#) to this procedure; and
- f. The draft Responsibilities Matrix/Matrices supporting the operation of each course delivered under the agreement (refer Part E)

(9) The following documentation must be provided for proposed agreement renewals as part of the certification process:

- a. The agenda and minutes of the all Joint Management Committee meetings for the agreement (refer Part D);
- b. All Annual Summary Reports of the agreement conducted over the course of the previous agreement term (refer Part V); and
- c. The current Responsibilities Matrix/Matrices supporting the operation of each course delivered under the agreement.

(10) The relevant College Associate Pro Vice-Chancellor (Academic Partnerships) is responsible for ensuring material for proposed new agreements and agreement renewals is prepared and reviewed by either the Pro Vice-Chancellor (International) or the Executive Director, Quality and Standards for international or domestic arrangements respectively, prior to submission to the relevant signatory according to the University's Contract Signing Delegations.

(11) The relevant College Associate Pro Vice-Chancellor (Academic Partnerships) is responsible for the ongoing strategic management of all existing agreements and is the primary point of contact for all matters related to the agreement itself.

Part B - Course Schedules

(12) There will be an individual Course Schedule to the agreement for every course delivered as part of that agreement.

(13) Schedules will include:

- a. The term over which the course will be offered to new commencing students. The last commencing student intake must not be later than the expiration date of the agreement;
- b. The number of intakes per calendar year;
- c. Course entry requirements (including English language entry requirements on entry to the course and on exit to articulation, where relevant);
- d. The language of delivery of the course;
- e. The names and contact details of the Academic Program Directors (refer Part G) at both parties responsible for the administration of the course and their contact details, with an allowance that these details may be changed by written notification of the relevant party;
- f. The Course Structure including all subjects to be delivered, the credit point value of the subject, delivering party and delivery location;
- g. Minimum student numbers under which an intake will proceed;
- h. Financial arrangements specific to the course, including tuition fees levied in the first offering of the course and indexation arrangements;
- i. Progression / articulation arrangements relevant to the course, including an estimate of the number of students articulating from the course into another La Trobe course on completion (where applicable); and
- j. Provisions for termination of the course schedule (separately to the agreement), including the teaching out of students enrolled in a course in the event the course schedule is terminated

(14) Course schedules are signed separately to the agreement and once signed form part of the agreement. Course schedules may only be signed by the relevant signatory according to the University's Contract Signing Delegations, taking into account matters reserved for Council in the University's delegation framework. Signing authority cannot be delegated.

(15) The following documentation must be provided for proposed new schedules to existing agreements as part of the approval process:

- a. The business case underpinning the course schedule completed as part of the course approval or revision process as outlined in the [Course and Subject Management Policy](#) and associated Procedures; and
- b. The draft Responsibilities Matrix/Matrices supporting the operation of each course delivered under each schedule (refer Part E).

(16) The relevant College Associate Pro Vice-Chancellor (Academic Partnerships) is responsible for ensuring this material is prepared and reviewed by either the Pro-Vice Chancellor (International) or the Executive Director, Quality

and Standards for international or domestic arrangements respectively, prior to submission to the relevant signatory according to the University's Contract Signing Delegations.

(17) The agreed course schedule is formally stored in the University's official records by the University General Counsel, with a copy retained by the Executive Director, Quality and Standards.

(18) The College Associate Pro Vice-Chancellor (Academic Partnerships) is also responsible for ensuring the appropriate University course approval processes are completed in accordance with the [Course and Subject Management Policy](#) and associated procedures for any course offering.

Part C - Variations to Agreements

(19) Where permitted in the original agreement, variations to the agreement or course schedules may be made by exchange of letters approved by the University General Counsel and either the Pro Vice-Chancellor (International) or the Executive Director, Quality and Standards for international or domestic arrangements respectively. Letters from the University for this purpose must be signed by the relevant signatory according to the University's Contract Signing Delegations. Signing authority cannot be delegated.

(20) Letters of variation are formally stored in the University's official records by the University General Counsel, with a copy retained by the Executive Director, Quality and Standards.

Part D - Joint Management Committee

(21) Any agreement between the University and a third party must allow for the formation of a Joint Management Committee (JMC) or similarly named body.

(22) Except where otherwise required to comply with third party regulatory or legal requirements a La Trobe member will Chair the JMC and the JMC will be composed of at least an equal number of members from each party or have a majority of La Trobe members.

(23) The terms of reference of the JMC must guarantee that where voting is split there must be an affirmative vote from at least one member of both parties for a motion to pass. Motions regarding tuition fee arrangements require unanimous assent.

(24) The Deputy Vice-Chancellor (Academic) is responsible for determining the La Trobe membership of all JMCs, upon recommendation from the relevant College Associate Pro Vice-Chancellor (Academic Partnerships).

(25) The La Trobe Academic Program Director (refer Part G) must not be a member of the JMC but is expected to be in attendance at all JMC meetings and is responsible for meeting administration. The La Trobe Academic Program Director is additionally responsible for seeking clearance of draft agenda and minutes from the JMC Chair.

(26) In addition to any responsibilities outlined in sections below, the JMC is responsible for:

- a. Monitoring, through receipt of annual and ad hoc reports, the ongoing academic quality and operational viability of programs delivered under the agreement;
- b. Endorsing the appointment of Academic Program Directors to oversee the operations of the agreement;
- c. Providing directives to the Academic Program Directors to address any issues of concern raised as part of the Annual JMC Review (refer Part T) or as these otherwise arise;
- d. Providing advice to the partners' respective academic and corporate governing bodies as to the ongoing academic quality and operational viability of courses delivered under the agreement;
- e. Negotiating student tuition fee rates under the agreement;
- f. Negotiating the expansion, extension, expiration or termination of the agreement;

- g. Mediating disputes between the partners;
- h. Where relevant, negotiating the availability of Australian Commonwealth supported places for courses delivered under the agreement; and
- i. As necessary, the formation of subcommittees to oversee larger or more complex agreements in which multiple programs are delivered.

(27) The JMC will meet at least once annually. The La Trobe Academic Program Director is responsible for providing copies of the agenda and minutes for all JMC meetings to Executive Director, Quality and Standards.

Part E - Responsibilities Matrix

(28) A separate Responsibilities Matrix outlining the persons / positions responsible for all aspects of the academic and operational execution of the agreement will be developed for every course delivered under every agreement and approved by the relevant JMC.

(29) [Schedule 1](#) to this procedure includes a list of the responsibilities that must at minimum be identified in each Responsibilities Matrix. Additional responsibilities or tasks may be added to this minimum where necessitated by the agreement.

(30) Where a La Trobe staff member / position is identified under the Responsibilities Matrix this designation must be approved by the person's / position's head of unit.

(31) The Chair of the JMC is responsible for reviewing the Responsibilities Matrix annually in collaboration with other JMC members. The La Trobe Academic Program Director (refer Part G) is responsible for providing the Executive Director, Quality and Standards with the current Responsibilities Matrix for all courses under all agreements.

Part F - Course Advisory Committees

(32) A La Trobe Course Advisory Committee as outlined in the [Course Advisory Committee Policy and Procedure](#) must exist for each course delivered as part of an agreement to ensure the ongoing academic quality and relevance of the course offering.

(33) Courses delivered as part of a third party agreement may be included in the terms of reference of a Course Advisory Committee established for an existing course or group of similar courses delivered at any other La Trobe campus.

Part G - Academic Program Directors

(34) An Academic Program Director from each party will be appointed for each agreement and endorsed by the JMC. The La Trobe Academic Program Director is appointed at the recommendation of the relevant College Associate Pro Vice-Chancellor (Academic Partnerships).

(35) The La Trobe Academic Program Director typically might be the person who is also fulfilling the role of Course Coordinator where the course is taught at La Trobe.

(36) In addition to any responsibilities outlined in sections below, the La Trobe Academic Program Director is responsible for:

- a. Working with the Associate Pro Vice-Chancellor (Academic Partnerships) to ensure the appropriate conduct of the arrangement;
- b. Being the primary point of contact for academic and operational matters within the agreement;
- c. Managing all aspects of the day to day operation of the agreement;

- d. Alerting the relevant College Associate Pro-Vice Chancellor (Academic Partnerships) to any serious issues related to the agreement as these emerge. These include, but are not limited to:
 - i. Any actual or suspected breach of the terms of the agreement or course schedules by either party,
 - ii. Student success, retention, progression or satisfaction results significantly lower than those of similar cohorts of students enrolled at the University's Australian campuses, and
 - iii. Changed economic or political circumstances that may impact on the operational or financial viability of the agreement; and
- e. Providing copies of all necessary records to the Executive Director, Quality and Standards for ongoing compliance monitoring as outlined in sections below.

(37) There will usually only be one La Trobe Academic Program Director for each agreement. Assistant Academic Program Directors may be appointed for larger or more complex agreements under which multiple courses are offered. Where an agreement includes courses delivered by more than one College, a La Trobe Academic Program Director for each College may be appointed with each having responsibility only for those courses owned by their College.

(38) The Academic Program Director is responsible to the relevant College Associate Pro-Vice Chancellor (Academic Partnerships) for work related to the execution and administration of agreements.

Part H - Quality Assurance of Teaching and Ancillary Services

(39) The quality of teaching facilities, other facilities and support services provided to La Trobe students enrolled at a third party's premises must be of a comparable standard to those provided to students enrolled in a similar course and mode of study at any other La Trobe campus.

(40) The La Trobe Academic Program Director is responsible for conducting an annual review of the quality of the teaching facilities, other facilities and support services provided to La Trobe students by the third party. Where this task is delegated the review must be conducted by an academic member of staff.

(41) The La Trobe Academic Program Director will provide a copy of this review to the Associate Pro Vice-Chancellor (Academic Partnerships) and Executive Director, Quality and Standards in a timely fashion and include the assessment as part of the Annual JMC Review (refer Part T).

(42) [Schedule 2](#) to this procedure includes a teaching and ancillary services review checklist to be used for annual assessments.

Part I - Marketing and Promotions

(43) The agreement must allow for all marketing and promotional material in all formats developed by either party for courses delivered under the agreement to be first approved in writing by La Trobe. The La Trobe Academic Program Director must consult the relevant College Marketing Business Partner for advice on the appropriateness of marketing and promotional material and its compliance with University policy and regulatory requirements. Where marketing and promotional materials are in a language other than English, the La Trobe Academic Program Director is responsible for ensuring an English language translation is provided for approval purposes.

(44) Marketing and promotions can only be implemented once the necessary university approvals have been completed.

(45) The Academic Program Director and relevant College Marketing Business Partner are responsible for ensuring compliance with the University's applicable responsibilities under the [Tertiary Education Quality and Standards Agency Act 2011](#) and [Educational Services for Overseas Students Act 2000](#) before approving promotional materials.

(46) The La Trobe Academic Program Director is responsible for providing copies of each approval to the Executive Director, Quality and Standards in a timely fashion.

Part J - Student Admissions

(47) The Admissions Policy and associated procedures apply to all applicants admitted to all La Trobe courses.

(48) Where applications are made by direct application a sample of successful and unsuccessful applications for every intake must be reviewed to ensure compliance with admissions standards and University policy. A sample for this purpose is 10% of all successful applications for that intake or 10 applications, whichever is higher. If any instance of an incorrect selection decision emerges a full audit of all applications for that course for that intake must be undertaken and a plan enacted to address issues emerging from the audit.

(49) The La Trobe Academic Program Director is responsible for providing the results of these reviews to the Executive Director, Quality and Standards in a timely fashion.

Part K - Third Party Delivery of Subjects

(50) Agreements may involve courses composed entirely of La Trobe subjects and/or courses composed of a combination of La Trobe subjects and the third party's subjects.

(51) Where a course incorporates the third party's subjects, the La Trobe Academic Program Director is responsible for:

- a. Working with the third party to ensure that the subject is academically robust and the learning outcomes for the subject are appropriate to the level of the award and its place in the course structure;
- b. Seeking approval for the subjects to be included in the La Trobe course through processes outlined in the Course and Subject Management policies and associated procedures;
- c. Receiving and approving copies of the curriculum, assessment items and reference materials for every instance in which a subject is delivered to students; and
- d. copies of the approvals of the curriculum, assessment items and reference materials for every instance in which a third party's subject is delivered to the Executive Director, Quality and Standards in a timely fashion.

Part L - Moderation and Integrity of Assessment

(52) The [Assessment \(Moderation and Integrity\) Policy](#) and associated procedures apply to all assessments delivered as part of third party agreements.

(53) Without limiting the foregoing, for La Trobe subjects:

- a. Where the assessment items for La Trobe subjects are set by the third party the La Trobe Academic Program Director is responsible for approving these assessment tasks in writing;
- b. Where assessment items are graded by the third party the La Trobe Academic Program Director is responsible for ensuring the results of these assessment items are moderated by La Trobe academic staff where the assessment task is worth more than 10% of the final grade; and
- c. Where assessment items for an individual La Trobe subject are a combination of those set or graded by the third party and those set or graded by La Trobe the La Trobe Academic Program Director is responsible for conducting an analysis of the consistency between grades for assessment items graded by the third party and those graded by La Trobe.

(54) In the event of inconsistent moderation results the La Trobe Academic Program Director is responsible for

developing a plan to address the issue in collaboration with the third party's Academic Program Director.

(55) Partner teaching staff should participate in the moderation process however a La Trobe academic staff member must always be involved in the moderation process.

(56) The La Trobe Academic Program Director is responsible for providing:

- a. a report on the Moderation and Integrity of Assessment as part of the Annual JMC Review (refer Part T). This will include a report on the outcomes of any plan/s put in place to address issues of concern; and
- b. copies of approvals of all assessment tasks set by the third party, all moderation reports and any plans in place to address inconsistent moderation results to the Executive Director, Quality and Standards at least annually.

Part M - Student Feedback

(57) The [Student Feedback on Subjects Policy and Procedure](#) and [Student Feedback on Teaching Policy and Procedure](#) apply to all students enrolled in La Trobe subjects as part of a third party agreement.

(58) Where a course incorporates the third party's subjects, students must be afforded an opportunity to provide feedback on the quality of these subjects.

(59) Where student feedback is equivalent to a result of 3.7 or lower out of 5 in the overall satisfaction measure in the Student Feedback on Subjects instrument the La Trobe Academic Program Director is responsible for developing a plan to address the issue in collaboration with the third party's Academic Program Director.

(60) The La Trobe Program Director is responsible for:

- a. including a report on Student Feedback as part of the Annual JMC Review (refer Part T). This will include a report on the outcomes of any plan/s put in place to address student feedback; and
- b. providing copies of all Student Feedback on Subjects results and improvement plans to the Executive Director, Quality and Standards at least annually.

Part N - Academic Integrity

(61) The [Academic Integrity Statute 2015](#) and associated policy suite apply to all students enrolled in a La Trobe course as part of a third party agreement regardless of whether students are enrolled in subjects delivered by La Trobe or by the partner. The third party's own policies and procedures also apply to La Trobe students enrolled under an agreement in addition to, but not instead of, La Trobe policy.

(62) The La Trobe Academic Program Director is responsible for:

- a. ensuring all students and teaching staff in the course are aware of their obligations under the Academic Integrity Statute and associated policy suite;
- b. referring suspected academic misconduct to the relevant Academic Integrity Adviser; and
- c. including a report on Academic Integrity as part of the Annual JMC Review (refer Part T).

Part O - Staff Approvals

(63) The agreement must allow for all third party staff employed to teach into the course/s (regardless of whether the subjects they deliver are La Trobe or the third party's subjects) to be first approved in writing by the La Trobe Academic Program Director as being appropriately qualified in the relevant discipline for their level of teaching.

(64) Where the Academic Program Director is not a subject matter expert for the specific course or subject, the

Academic Program Director must seek advice from a suitably qualified member of La Trobe's academic staff employed at Level C or above.

(65) The La Trobe Academic Program Director is responsible for providing:

- a. copies of these approvals to the Executive Director, Quality and Standards;
- b. a report on the staffing profile and staff approvals as part of the Annual JMC Review (refer Part T).

Part P - Financial Arrangements

(66) The Chief Finance and Operations Officer is responsible for ensuring all transactions related to the operations of each agreement under this procedure are managed by the Finance Division in such a way as to ensure accuracy in assessing the financial standing and viability of each agreement.

(67) The currency in which student tuition fees and other items are invoiced and paid will be stipulated in the agreement.

(68) The Chief Finance and Operations Officer is responsible for all financial arrangements under each agreement, including:

- a. The development and maintenance of appropriate tools for the financial management and modelling of third party agreements, including the business case calculator and a distributions schedule;
- b. For each proposed agreement/course schedule, the provision of advice to on the minimum student enrolments based on projected inflows and outflows required to ensure a sustainable financial return;
- c. The issuing of all payable invoices related to the operation of the agreement;
- d. The receipt and payment of all receivable invoices related to the operation of the agreement;
- e. The management of all financial data related to the operation of the agreement; and
- f. The production of financial reports for the Annual JMC Review (refer Part T) and Annual Summary Report (refer Part V).

Part Q - Course Operating Standards

(69) The La Trobe Academic Program Director is responsible for developing Course Operating Standards for all courses under all agreements. This will be provided to all staff of La Trobe and the third party involved in the delivery and/or administration of the course. The Course Operating Standards will assign responsibility for various functions based on the Responsibilities Matrix endorsed by the JMC.

(70) The Course Operating Standards will include information related to:

- a. Structure and Accreditation: including the course objectives and structure, language of delivery, the La Trobe approach to learning and teaching and the La Trobe Framework, the teaching responsibilities of each party; processes for amending the course structure and the content of individual subjects as may be required from time to time; the development and distribution of subject packs; and accreditation requirements;
- b. Governance and management arrangements: including the role of the JMC, the Academic Program Director, the relevant College Associate Pro Vice-Chancellor (Academic Partnerships) and other key staff
- c. Staffing: the roles and responsibilities of teaching and administrative support staff;
- d. Student Admission and Selection: including admission criteria and the; the application and selection process; and the enrolment process; Academic Administration, including subject availability; subject databases; timetabling; subject materials; copyright and intellectual property; assessment, examinations, grading and moderation; special consideration; academic integrity; and academic progress monitoring and intervention;

- e. Student Administration: including enrolment of commencing students; advanced standing; enrolment variation, deferral and leave of absence; and support services; the provision of student and class lists
- f. Future study pathways for students enrolled in or completing the course;
- g. Academic Quality Assurance processes: including student feedback processes, the Annual JMC Review (refer Part T) and annual review of the quality of facilities and services; and
- h. Financial Arrangements including invoicing.

(71) The relevant College Associate Pro Vice-Chancellor (Academic Partnerships) is responsible for approving the Course Operating Standards for all courses and reviewing the content of the Course Operating Standards annually.

(72) The La Trobe Academic Program Director is responsible for providing a current copy of the course operating standards to the relevant College Associate Pro Vice-Chancellor (Academic Partnerships) and Executive Director, Quality and Standards in a timely fashion.

Part R - Student Handbook

(73) The La Trobe Academic Program Director is responsible for developing a Student Handbook for each course. This will be provided for to all students enrolled in that course prior to or contemporaneous with the commencement of their studies and will include information related to:

- a. A full course outline including graduate capabilities relevant to the course and the La Trobe Essentials;
- b. Access to and use of the Learning Management System;
- c. Access to the University Library;
- d. Assessment and examinations including grading, requests for review and re-marking and special consideration;
- e. Academic expectations with regards to academic integrity, academic progress, attendance, note-taking and occupational health and safety;
- f. Student responsibilities with regards to regularly monitoring their student email account and informing the University and the third party of changed circumstances related to their enrolment;
- g. Policies and procedures for leave of absence and advanced standing;
- h. Compulsory not for credit modules including the Academic Integrity Module and Wominjeka La Trobe;
- i. Student support services available;
- j. Student fees and refunds;
- k. Graduations;
- l. Student feedback, complaints and grievance processes; and
- m. Contact information for La Trobe and the third party.

(74) The relevant College Associate Pro Vice-Chancellor (Academic Partnerships) is responsible for approving the Student Handbook for all courses and reviewing the content of the Student Handbook annually.

(75) The La Trobe Academic Program Director is responsible for providing a current copy of the student handbook to the Executive Director, Quality and Standards in a timely fashion.

Part S - Testamurs

(76) Where the language of delivery of a La Trobe course is wholly or partly in a language other than English this must be specified on the testamur.

(77) A double badged testamur may be awarded to students completing a course delivered as part of the third party agreement where permitted in the agreement and in accordance with the [Double, Combined, Dual and Joint](#)

[Qualifications Policy](#) and associated procedure.

(78) In these cases the signatory and seal on the testamur must only be from either La Trobe or the third party. The party whose signatory and seal are included in the testamur must be specified in the agreement.

(79) The La Trobe Academic Program Director is responsible for providing an example copy of any double badged testamur to the Executive Director, Quality and Standards.

Part T - Annual JMC Review

(80) The La Trobe Academic Program Director is responsible for producing an Annual JMC Review for presentation to the JMC for each agreement. The Annual JMC Review must be approved by the relevant College Associate Pro Vice-Chancellor (Academic Partnerships) and the Deputy Vice-Chancellor (Academic) before presentation to the JMC. The Annual JMC Review will include:

- a. A report on ongoing compliance with the terms of the agreement;
- b. Trend data related to student admissions, enrolments, awards, student success, student retention, student progression and the articulation/transition of students from enrolment to another La Trobe course (where relevant) for the course/s (with relevant benchmarks);
- c. A report on the ongoing financial performance of the course/s;
- d. The outcome of the annual assessment of teaching facilities, other facilities and support services;
- e. A report on student satisfaction with the course/s content and delivery, and the actions taken or planned in response to student feedback;
- f. A report on the academic qualifications of teaching staff appointments and ongoing staffing profile;
- g. A report on academic integrity including a summary of the outcomes of all hearings into academic misconduct in the preceding year;
- h. A report on the moderation and integrity of assessment including the outcomes of any plan to address areas of concern; and
- i. Where relevant, a report on any additional requirements for compliance with accreditation arrangements.

(81) The Deputy Vice-Chancellor (Academic) is responsible for reviewing and approving the Annual JMC Review before it is presented to the JMC.

(82) The Chair of the JMC, in collaboration with JMC members, is responsible for directing the Academic Program Directors to implement an action plan addressing any areas of concern. The outcomes of the action plan will be reported in the subsequent year's Annual JMC Review.

(83) The La Trobe Academic Program Director is responsible for providing a copy of each Annual JMC Review and associated action plan to the Executive Director, Quality and Standards.

Part U - Annual Compliance Report

(84) The Executive Director, Quality and Standards is responsible for producing a separate Annual Compliance Report for the Deputy Vice-Chancellor (Academic) on the compliance of each agreement with this procedure and any relevant Australian regulatory requirements. For international agreements, these should be reviewed by the Pro Vice-Chancellor (International) prior to submission to the Deputy Vice-Chancellor (Academic).

(85) The Executive Director, Quality and Standards, working with the Pro Vice-Chancellor (International), is responsible for providing an Annual Compliance Report to the relevant signatory outlining the compliance of all arrangements with their University agreements. This report will consider and recommend, where necessary, any changes to this procedure.

Part V - Annual Summary Report

(86) The Executive Director, Quality and Standards is responsible for producing an Annual Summary Report for each agreement for presentation to the Course Portfolio and Scholarships Committee (CPSC) for approval and to Education Committee for noting. The Annual Summary Report will include:

- a. an Annual JMC review;
- b. an Annual quality and compliance review;
- c. an additional report from the relevant College Associate Pro Vice-Chancellor (Academic Partnerships) on the status of the agreement and advice as to whether the agreement should be maintained; and
- d. an additional report from the Chief Finance and Operations Officer on the ongoing financial viability of each course delivered under the agreement and advice as to whether the agreement should be maintained.

(87) The relevant signatory is responsible for reviewing and approving the Annual Summary Report before it is presented to the CPSC.

(88) Based on the Annual Summary Report, CPSC may require that an agreement or course schedule be terminated. Should the Annual Summary Report raise serious concerns of an academic nature, the Chair of CPSC may refer the matter to the Education Committee for advice.

Section 5 - Definitions

(89) For the purpose of this Procedure:

- a. Agreement: For the purposes of this procedure, a formal, signed contract between the University and a third party which involves the delivery of La Trobe coursework to La Trobe students enrolled in whole or in part at the third party's premises.

Status and Details

Status	Current
Effective Date	22nd November 2016
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Expiry Date	Not Applicable
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