

# Educational Partnerships Procedure - Courseware Licensing Arrangements

## Section 1 - Background and Purpose

(1) This Procedure outlines the process by which the University may license the use of the content of its coursework degrees to third parties.

## Section 2 - Scope

(2) This Procedure applies only to arrangements through which courseware is delivered by the third party to persons who are not enrolled as La Trobe students. Where agreements involve the delivery of courseware by third parties to La Trobe students, the [Educational Partnerships Procedure - Third Party Teaching Arrangements](#) applies.

(3) Courseware licensing refers to arrangements whereby courseware is provided on an ongoing basis to a third party provider for a regular fee. Courseware sale refers to arrangements whereby courseware is provided on a one-off basis to a third party provider and no other relationship between La Trobe and the partner is anticipated.

(4) A courseware licensing or sale agreement as described in this procedure does not in and of itself include articulation and/or advanced standing into La Trobe award courses for students. Where articulation is to be included in an advanced standing arrangement, the provisions of the [Credit Policy](#) apply.

## Section 3 - Policy Statement

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

## Section 4 - Procedure

### Part A - Agreement

(6) The licensing or sale of La Trobe University courseware to a third party must be governed by a formal, signed course 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 Courseware Licensing or Sale Agreement template. The template must be used for all agreements.

(7) The template is reviewed and approved annually by the relevant signatory according to the University's Contract Signing Delegations. The current approved template is available from the University's [Academic Quality intranet site](#).

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

- a. A commencement and expiration date;
- b. The period under which the courseware may be used by the partner;
- c. The responsibilities of both parties under the agreement;

- d. Financial arrangements, including taxation (in both Australia and other jurisdictions as appropriate) and mechanisms for establishing, indexing and reviewing any license fee;
- e. Whether the University's name, logo or brand may be used in promoting the courseware to the third party and the circumstances under which they may be used;
- f. For courseware licensing arrangements only, details of a regular academic quality review and audit cycle as outlined in Part D of this procedure, and the related reporting responsibilities of partners;
- g. 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;
- h. Provisions for the termination of the agreement, ownership and use of intellectual property, confidentiality, indemnity, force majeure and warranties; and
- i. 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

(9) 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.

(10) 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.

(11) The following documentation must be provided for proposed new agreements as part of the approval process:

- a. A risk assessment and due diligence for the agreement (new partners and licensed courseware only) as outlined in the [Educational Partnerships Procedure - Agreement](#);
- b. A business case for the agreement demonstrating the financial return to the University; and
- c. A listing of substantive amendments, additions, or deletions from the model standard template and reasons for each amendment, addition or deletion;

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

- a. An updated business case for the agreement demonstrating the financial return to the University including a report on the financial return to the University over the life of the current agreement period; and
- b. A report from the relevant College Associate Pro Vice-Chancellor (Academic Partnerships) affirming that to the best of their knowledge the third party has been compliant with the conditions of the agreement over the current term of the agreement.

(13) 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 prior to signature by the University General Counsel and either the Pro Vice-Chancellor (International) where the partner is located offshore or the Executive Director, Quality and Standards where the partner is located in Australia.

(14) 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 - Variations to Agreements

(15) Any variation to the agreement must be made in writing.

(16) Where permitted in the original agreement, variations to the agreement may be made by exchange of letters approved by either the Pro Vice-Chancellor (International) or the Executive Director, Quality and Standards for international or domestic third parties 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.

(17) 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.

(18) A variation to an agreement that substantively changes the nature of the agreement and/or the activity conducted under the agreement cannot be made by exchange of letters.

(19) A variation that extends the term of the agreement is considered a renewal as outlined in Part A.

## Part C - Additional Services

(20) A standard courseware licensing or sale agreement will not usually include more than the provision of the course / subject curriculum, assessment items and related materials. Agreements may allow for the provision of additional services where the University is adequately compensated for these services. These include, but are not limited to:

- a. The delivery of specific course content by La Trobe teaching staff;
- b. Academic quality assurance, including the moderation of assessment outcomes and advice on the appropriateness of staff employed by the third party to deliver the courseware;
- c. Provision of access to University facilities, including library access; and
- d. Provision of student administration and support services.

## Part D - Quality Assurance for Licensed Courseware

(21) The College Associate Pro Vice-Chancellor (Academic Partnerships) is responsible for conducting an annual review of compliance with the licensing agreement.

(22) Where the agreement allows for the partner's use of courseware without associated use of the University's logo, name or brand in the promotion of the course/s, quality assurance must include:

- a. A review of continued compliance with the terms of the agreement, including, but not limited to, provider status and agreed terms of courseware delivery.

(23) Where the agreement allows for the partner's use of the University's logo, name or brand in the promotion of the course/s, quality assurance must include:

- a. An audit of the quality of the teaching facilities and ancillary services provided to students by the partner. [Educational Partnerships - Courseware Licensing Arrangements - Schedule 1](#) to this procedure includes a teaching and ancillary services review checklist; and
- b. An analysis of trend data related to student admissions, enrolments, awards, student success, student retention, student progression and articulation.

(24) The College Associate Pro Vice-Chancellor (Academic Partnerships) will provide a copy of this review to the Executive Director, Quality and Standards.

## Section 5 - Definitions

(25) Nil.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	22nd November 2016
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