

Educational Partnerships Procedure - Third Party Arrangements

Section 1 - Background and Purpose

(1) This Procedure outlines the mechanisms for the establishment, operation and quality assurance of arrangements for a range of formal educational partnerships between the University and third parties.

Section 2 - Scope

(2) This Procedure applies to categories of formal educational partnerships between La Trobe and third parties, as defined in the [Educational Partnerships Policy](#), including:

- a. third party teaching
- b. articulation
- c. courseware licensing
- d. student mobility
- e. other types of arrangements for the delivery of educational services

(3) Requirements for work-based learning arrangements for students are outlined in the [Educational Partnerships Procedure - Work-Based Learning](#).

Section 3 - Policy Statement

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

Section 4 - Procedures

Part A - General

(5) Quality and Standards oversees and provides advice on all educational partnership arrangements within the scope of this Procedure.

(6) In addition to the requirements outlined in this Procedure, staff are required to follow the detailed steps outlined in the Process Frameworks for each type of educational partnership available via the [Third Party Programs and Partnerships intranet page](#) using the relevant forms and templates.

Part B - Compliance Responsibilities

(7) All staff involved in third-party arrangements are responsible for providing immediate notification to the Director, Quality & Standards where a substantive change is identified to any existing arrangement. Under this Procedure, substantive changes are:

- a. failures of the control and reporting systems put in place by the University to monitor the third party arrangement;
- b. cancellation of arrangements;
- c. new arrangements to deliver an additional course of study in whole, or in part, through a third party; and
- d. failures on the part of a third party to ensure that course delivery meets the University's obligations under legal and regulatory frameworks such as the [TEQSA Act](#), the [Higher Education Standards Framework](#) and [ESOS](#) legislation.

Part C - Agreements

General

(8) In most circumstances where arrangements with a third party involve collaboration across multiple categories of activity, separate agreements must be entered into for activity under each agreement category.

(9) In the rare circumstances where different activities are combined, the agreement must include all requirements for each activity represented.

(10) Where a proposed arrangement requires other approvals, such as course approvals in a third party-teaching arrangement or academic approval of the subjects within an articulation arrangement, staff may initiate these processes concurrently with agreement development, variation or termination.

Initiation of an Arrangement by the Sponsor

(11) All educational partnership agreements must have a sponsor at executive level and as set out in the University's operating model and detailed in the relevant Process Framework. The Sponsor is responsible for being the primary point of contact for all significant matters related to the partnership.

(12) During the initiation phase the Sponsor is responsible for:

- a. determining with the partner the desired features of the arrangement
- b. engaging with relevant school leadership
- c. ensuring that advice is sought from Quality and Standards to determine the agreement type when details of the proposed arrangements are known.

Due Diligence and Risk Management

(13) Due diligence is required for all proposed educational partnerships between the University and another organisation. The level of due diligence required is commensurate with the type of partnership proposed, as set out in the relevant Process Framework.

(14) Prior to the development of an agreement Quality and Standards will confirm completion of due diligence.

(15) Where substantive risks have been identified as an outcome of due diligence the Sponsor is responsible for ensuring a risk management plan is created.

New Agreements

(16) Agreement terms are normally approved for a period of between one (1) and seven (7) years. Under exceptional circumstances alternate terms may be considered.

(17) Quality and Standards will provide Sponsors with agreement templates and associated materials for all standard agreement types. Where the partner requests variations to the agreement template the Sponsor (or delegate) will

work with Quality and Standards and Legal Services to produce an amended agreement.

(18) Sponsors are responsible for ensuring all relevant academic areas and administrative divisions are consulted and resourcing requirements established and approved prior to proceeding to formal agreement.

(19) Quality and Standards review the complete documentation pack and endorse the agreement for execution by the Delegated Authority as outlined in the University's [Contract Signing Delegations](#).

Varying an Existing Agreement

(20) Where changes or additions are required to an existing agreement, consultation must occur with all relevant stakeholders and the partner to ensure that resourcing and other requirements can continue to be met under the proposed variations.

(21) The documentation required to vary an existing agreement will depend on the level of change required:

- a. a new agreement and revision of associated documentation may be required where a substantive change to accountabilities or terms of an arrangement is proposed
- b. a Letter of Variation and/or updates to any relevant schedules or other associated documents will suffice where the change:
 - i. updates non-substantive detail, or
 - ii. adds, deletes or changes activities to existing arrangements without substantive change to terms, such as changes to subjects in an articulation arrangement arising from a course revision.

(22) The Sponsor (or delegate) will work with Quality and Standards and Legal Services to update relevant documents and to obtain a Letter of Variation or revised agreement.

(23) Quality and Standards review the complete documentation pack and endorse the agreement or Letter of Variation for execution by the Delegated Authority as outlined in this Procedure.

Renewing an Agreement

(24) Preparations for the renewal (or termination, see below) of a partnership agreement should be commenced one year in advance of the expiry of the current agreement.

(25) Quality and Standards will normally commence renewal request documentation which includes a renewal of due diligence. Quality and Standards are responsible for ensuring that a Performance Audit of activity under the Agreement is undertaken where required under the relevant Process Framework.

(26) Following such review the Sponsor commences formal negotiations with the partner and consultations with internal stakeholders for any revisions to the arrangements.

(27) Quality and Standards review the complete documentation pack and endorse the agreement for execution by the Delegated Authority as outlined in this Procedure.

(28) In exceptional circumstances existing agreements may be extended by a Letter of Extension for a single period of up to 12 months where the terms of the current agreement meet all the requirements of the Higher Education Standards.

Termination of an Agreement

(29) Agreements may be terminated under the following circumstances:

- a. by mutual agreement of the parties
- b. under the termination provisions outlined in the agreement or applicable schedules
- c. following a report of a substantive breach of the agreement
- d. at the direction of the University Senior Executive Group or Academic Board.

(30) Initial discussions in relation to terminating an agreement will occur between the Sponsor and partner.

(31) The Sponsor liaises with Quality and Standards and Legal Services in relation to a proposal to terminate and for any required documentation.

Agreement Execution and Recordkeeping

(32) Following endorsement to execute an agreement the Sponsor normally arranges for the partner to sign first and then returns the agreement or Letter of Variation to Quality and Standards.

(33) Quality and Standards arranges for the signature of the appropriate Delegated Authority, according to the University's Contract Signing Delegations.

(34) Quality and Standards maintain records of fully executed agreements and submit copies to Legal Services or Records and Archives Services as required.

Agreement Signing Ceremonies

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

(36) Where a ceremony is held and the Delegated Authority 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 after the corresponding agreement(s) has been endorsed for execution as outlined in this Procedure. 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.

(37) The nominee may not under any circumstances sign the formal agreement on behalf of the Delegated Authority.

Part D - Quality Assurance and Governance

(38) Arrangements for the quality assurance and governance of educational partnerships will vary according to the type of activity included in the respective agreements. Where the partnership includes students enrolled in La Trobe courses the quality assurance will include annual reporting and analysis of student outcomes.

(39) Quality assurance mechanisms for other types of educational partnerships not outlined in the major categories in this Procedure are determined by the particular characteristics of the arrangement.

Third Party Teaching Arrangements

(40) The University Course Portfolio and Scholarships Committee and the Academic Quality Committee maintain general oversight of the viability and quality of third party teaching arrangements.

(41) Courses and subjects under third party agreements are included in normal course and subject monitoring activities, in addition to the specific quality assurance measures outlined here and in the accompanying Third Party Teaching Agreements Process Framework.

(42) An Academic Program Director (APD) from each party must be appointed for each course prior to delivery. The APD is responsible for oversight of the day-to-day delivery of a course and escalating issues as necessary to the

agreement Sponsor or Quality and Standards.

(43) A Joint Management Committee (JMC) is convened for each third party teaching partnership under standard Terms of Reference. The JMC is responsible for oversight of the quality and strategic development of courses under the partnership via course and site review reports. Specific quality improvement actions may be required of, or instigated by, the JMC as a result of quality monitoring activities.

(44) An Annual Performance Report for each partnership is provided to the following committees:

- a. The Academic Quality Committee receives a report containing:
 - i. a summary of quality indicators
 - ii. a confirmation of JMC activities
 - iii. details of progress of previously identified actions for improvement
 - iv. details of further recommended actions
 - v. recommendations for continuation, continuation with further active monitoring, or termination of the arrangement or courses under it
- b. the Course Portfolio and Scholarships Committee (CPSC) receives a similar report that also contains a summary of viability indicators.

(45) Additional thematic or in-depth reviews may be undertaken as a result of issues identified through normal quality assurance activities, or at the request of the University committees.

Articulation

(46) Sponsors and Schools will undertake quality monitoring and improvement of articulation arrangements. This will include:

- a. reporting of outcomes at school level, including student cohort outcomes and viability;
- b. regular review of credit precedents to ensure the consistency of credit decisions between like courses with the [AQF Qualifications Pathways Policy](#) and University policies;
- c. analysis of cohort outcomes conducted under the auspices of the Education Committee, which may also result in required adjustments to credit arrangements and precedents.

Student Mobility

(47) The Pro Vice-Chancellor (Educational Partnerships) is responsible for quality monitoring of student mobility arrangements. This involves ongoing review of quality indicators appropriate to each type of mobility arrangement and the conduct of a performance review prior to the renewal of any agreement.

Courseware Licensing

(48) The relevant Sponsor is responsible for monitoring compliance with terms of the courseware licensing agreement, including any provisions in relation to the University's logo, name or brand.

(49) Any breach of contract issues should be referred to Legal Services for management.

Section 5 - Definitions

(50) For the purpose of this Procedure:

- a. Arrangements – all the activities that are proposed or implemented under one or more agreements with a

partner.

- b. Agreement - A signed document between the University and a partner institution outlining agreed conditions for an activity or activities.
- c. Delegated Authority: the relevant delegate authorised to sign agreements under the [Contract Signing Delegations](#) (staff only).
- d. Courseware: course and subject materials, including such items as subject outlines, learning materials and teaching or assessment resources.

Section 6 - Related Documents

(51) Resources to support the implementation of this Procedure, including relevant Process Frameworks are available via the [Third Party Programs and Partnerships intranet](#).

(52) The following documents are related to this Procedure:

- a. [Delegations and Authorisations Policy](#)
- b. [Contract Signing Delegations](#) (staff only)

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