

# Educational Partnerships Procedure - Third Party Arrangements

## Section 1 - Key Information

<b>Policy Type and Approval Body</b>	Administrative - Vice-Chancellor
<b>Accountable Executive - Policy</b>	Deputy Vice-Chancellor (Academic)
<b>Responsible Manager - Policy</b>	Director, Quality & Standards
<b>Review Date</b>	6 April 2026

## Section 2 - 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 3 - 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. clinical education arrangements
- f. 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 4 - Key Decisions

<b>Key decisions</b>	<b>Role</b>
Final accountability for individual educational partnerships	Sponsor
Implementation of key responsibilities with agreements	Nominee of Sponsor
Quality assurance of all educational partnerships	Director, Quality & Standards

# Section 5 - Policy Statement

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

## Section 6 - 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 notifying 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 or similar events that have implications for delivery of the arrangement;
- 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 new course approval, an additional course instance approval, or academic approval of the subjects within an articulation arrangement, the responsible staff must initiate these processes concurrently with agreement development, variation or termination and ensure that appropriate approvals are secured.

#### Initiation of an Arrangement by the Sponsor

(11) All educational partnership agreements must have a Sponsor at senior executive level. The Sponsor is accountable for all activities in relation to a third-party educational arrangement but normally appoints an appropriately senior member of staff as the nominee to fulfill these functions. The Nominee is the primary point of contact for all significant matters related to the partnership but is responsible for consulting with the Sponsor as appropriate during the development of arrangements.

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

- a. determining with the partner the desired features of the arrangement
- b. engaging with relevant school leadership for academic arrangements and approvals
- c. liaising with Quality and Standards to confirm the agreement type when details of the proposed arrangements are known.

## **Due Diligence, Risk Management and Consultation**

(13) The level of due diligence required for educational partnerships is commensurate with the type of activity proposed.

(14) Due diligence must be completed by the nominees and confirmed by Quality and Standards, prior to the development or renewal of all educational partnerships between the University and another organisation.

(15) Where the proposed partner is a foreign entity, the Nominee must complete a Foreign Engagement Assessment Tool for consideration by the University's Foreign Arrangements team.

(16) Where substantive risks have been identified as an outcome of due diligence, or at any time during the operation of an agreement, the Nominee is responsible for ensuring a risk management plan is created and confirmed by the La Trobe Risk and Compliance Office and Quality and Standards.

(17) Prior to the execution of any formal agreement Nominees are responsible for ensuring:

- a. all impacted academic areas and administrative divisions are consulted and resourcing requirements are established, documented, and approved
- b. a Responsibilities Matrix is completed for the arrangement

(18) The Finance Division supports the development of the business case and ensures resourcing requirements under the Responsibilities Matrix are accounted for.

## **New Agreements**

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

(20) Legal Services provide Nominees with agreement templates for all standard agreement types that have been approved by Quality and Standards. Quality and Standards provide associated documents for agreement initiation, renewal, variation and closure.

## **Varying an Existing Agreement**

(21) Where changes or additions are required to an existing agreement, the Nominee must consult with all relevant stakeholders and the partner to ensure that resourcing and other requirements can continue to be met under the proposed variations and that these are updated in the Responsibilities Matrix.

(22) 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.

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

## **Renewing an Agreement**

(24) Preparations for the renewal or termination of a partnership agreement should be commenced by the Nominee in consultation with the Sponsor one year in advance of the expiry of the current agreement and must include:

- a. the completion of renewed due diligence
- b. an updated Responsibilities Matrix
- c. a Performance Audit of activity under the Agreement, undertaken with the support of Quality and Standards

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

(26) 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**

(27) 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.

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

(29) The Nominee liaises with Quality and Standards and Legal Services to complete the required documentation where there is a proposal to terminate.

## **Agreement Execution and Recordkeeping**

(30) Quality and Standards reviews all documentation for new, renewed, or varied agreements and endorses agreements for execution.

(31) Following endorsement the Nominee, with the agreement of the Sponsor, arranges for the partner to sign first and then returns the agreement or Letter of Variation to the appropriate Delegated Authority according to the University's [Contract Signing Delegations](#) for final execution.

(32) Records of fully executed agreements are maintained and copies submitted to Legal Services and/or Digital Records as required.

## **Agreement Signing Ceremonies**

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

(34) 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.

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

## **Part D - Quality Assurance and Governance**

(36) Arrangements for the quality assurance and governance of educational partnerships vary according to the type of activity included in the respective agreements and are outlined in this part.

(37) Quality assurance mechanisms for clinical education arrangements vary by activity and are outlined in the relevant Process Framework associated with this Procedure.

### **Third Party Teaching Arrangements**

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

(39) 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 in this Procedure.

(40) 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 Nominee, Sponsor or Quality and Standards.

(41) 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.

(42) An Annual Performance Report for each partnership is provided to Academic Board via the Education Committee containing:

- a. a summary of quality indicators
- b. a confirmation of JMC activities
- c. progress of previously identified actions for improvement
- d. further recommended actions
- e. recommendations for continuation, continuation with further active monitoring, or termination of the arrangement or courses under it.

(43) The Finance Division provides an annual financial performance report for each partnership to the Course Portfolio and Scholarships Committee.

(44) Additional thematic or in-depth reviews may be undertaken where issues are identified through normal quality assurance activities, or at the request of University committees.

### **Articulation**

(45) Nominees and Schools undertake monitoring and improvement of articulation arrangements. This includes:

- a. reporting of outcomes at school level, including student cohort outcomes;
- 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**

(46) 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**

(47) 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.

(48) Any breach of contract issues must be referred to Legal Services for management.

# **Section 7 - Definitions**

(49) 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. Courseware: course and subject materials, including such items as subject outlines, learning materials and teaching or assessment resources.
- d. Delegated Authority: the relevant delegate authorised to sign agreements under the Contract Signing Delegations (staff only).
- e. Responsibilities Matrix: a framework that documents agreed service costs and operational responsibilities in an educational third-party agreement.

# **Section 8 - Related Documents**

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

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

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

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	3rd May 2023
<b>Review Date</b>	6th April 2026
<b>Approval Authority</b>	Vice-Chancellor
<b>Approval Date</b>	6th April 2023
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<b>Responsible Manager - Policy</b>	Sharna Spittle Director, Quality & Standards
<b>Author</b>	Sharna Spittle Director, Quality & Standards
<b>Enquiries Contact</b>	Quality and Standards