

Educational Partnerships Procedure - Third Party Arrangements

Section 1 - Key Information

Policy Type and Approval Body	Administrative - Vice-Chancellor
Accountable Executive - Policy	Deputy Vice-Chancellor (Academic)
Responsible Manager - Policy	Pro Vice-Chancellor (Learning and Teaching)
Review Date	21 March 2028

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 formal educational partnerships between La Trobe and another organisation, for the following activities:

- a. articulation and pathway arrangements, where students having completed a course of study at a partner institution are considered, under formal agreement, to have conditionally met entry requirements and/or are prospectively provided with credit towards a La Trobe course of study;
- b. third-party teaching arrangements where La Trobe students are enrolled in subjects or courses while:
 - i. based in whole or in part at the partner's premises or online domain; and
 - ii. taught in whole or part by teachers employed by the third party;
- c. courseware licensing arrangements where La Trobe courseware is provided to the partner institution for incorporation into the partner institution's courses;
- d. student mobility arrangements, where La Trobe students are provided with opportunities to undertake a study experience either at the premises of or facilitated by the partner;
- e. related activities or combinations of these activities, as may be determined by the University from time to time.

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

(4) Requirements for Short Courses are outlined in the [Short Courses Policy](#).

Section 4 - Key Decisions

Key decisions	Role
Final accountability for individual educational partnerships	Sponsor
Implementation of key responsibilities with agreements	Nominee of Sponsor
Quality assurance of all educational partnerships	Director, Higher Education Standards

Section 5 - Policy Statement

(5) This Procedure forms part of the [Educational Partnerships Policy](#) suite which governs its application.

Section 6 - Procedures

Part A - Key Responsibilities

(6) All educational partnership agreements must have a Contract Sponsor at senior executive level. The Contract Sponsor is responsible for all activities in relation to a third-party educational arrangement (including contract management) 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 Contract Sponsor as appropriate during the development of arrangements.

(7) The following areas are responsible for supporting the negotiation and ongoing management (including contract management) of third-party arrangements:

- a. the Partnerships Team in the Office of the Provost for all clinical education arrangements and agreements;
- b. the Educational Partnerships team in the portfolio of the Pro Vice-Chancellor (Educational Partnerships) for all other third-party arrangements and agreements.

(8) Quality and Standards is responsible for:

- a. overseeing compliance with this Procedure;
- b. providing quality assurance and TEQSA compliance advice for all third-party arrangements with the exception of clinical agreements.

(9) The Nominee is responsible for engaging Legal Services for advice on and/or the drafting of any agreement with a third party governing an arrangement within the scope of this Procedure (this includes proposed variations, renewals and termination).

Process Frameworks

(10) [Process Frameworks](#) outline the detailed roles and responsibilities of all business teams for the development, execution and implementation of partnerships, agreements and arrangements.

Part B - Compliance

(11) The Nominee is responsible for notifying the Director, Higher Education Standards as soon as practicable where a substantive change is identified to any existing arrangement. Under this Procedure, substantive changes are:

- a. failures of University-established governance processes set out in the [Process Frameworks](#) and/or this Procedure (e.g. oversight by joint management committees, approval of staffing qualifications by the Academic Program Director) to monitor the third-party arrangement;
- b. cancellation of arrangements or similar events that have implications for delivery of the arrangement;
- c. proposed new arrangements to deliver an additional course of study in whole, or in part, through a third party;
- 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](#), [ESOS legislation](#) and the [Competition and Consumer Act](#).

Part C - Arrangements and Agreements

General

(12) 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.

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

(14) 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. All course and subject approvals must be secured prior to the signing of any agreement and according to the processes outlined in the [Course and Subject Management Policy](#).

Initiation of an Arrangement

(15) As part of the preliminary development process, and before engaging Legal Services, the relevant Contract Sponsor or Nominee must:

- a. determine with the partner the desired features of the arrangement;
- b. engage with relevant school leadership for academic arrangements and approvals;
- c. consult with Quality and Standards, or Office of the Provost for clinical education agreements, regarding the documentation required in addition to the agreement (see [Process Frameworks](#));
- d. follow the detailed steps outlined in the [Process Frameworks](#) for each type of educational partnership using the relevant forms and templates.

Due Diligence, Risk Management and Consultation

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

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

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

(19) Risk Management Plans must be completed as follows:

- a. prior to the development or renewal of an educational partnership the Nominee must complete a Risk Management Plan for endorsement by Quality and Standards and the Pro Vice-Chancellor (Educational

Partnerships);

- b. each year the Nominee must review Risk Management Plans for the applicable arrangement and refresh these as appropriate, for inclusion in Annual Performance Reports.

(20) During the early stages of the development of any formal agreement, and prior to execution, 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 where indicated in the relevant [Process Framework](#).

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

Agreement Documentation

(22) Legal Services provide Nominees with agreement templates for certain arrangement types. Where an approved template is not in place or changes are required to an existing one, Legal Services will prepare a bespoke agreement and/or advise on proposed changes.

(23) Quality and Standards provide associated documents for agreement initiation, renewal, variation and closure.

New Agreements

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

Varying an Existing Agreement

(25) Where changes or additions are required to an existing agreement, the Nominee must consult with the partner and all relevant stakeholders 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.

(26) The documentation required to vary an existing agreement depends on the level of change required. The Nominee must consult with Legal Services to determine which of the following options is appropriate:

- 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 variation and/or updates to any relevant schedules or other associated documents may suffice where the change:
 - i. updates non-substantive detail; or
 - ii. adds, deletes or changes activities to existing arrangements without substantive change to terms.

(27) The Nominee will then ask Legal Services to update relevant documents and provide a variation or revised agreement.

Renewing an Arrangement and Agreement

(28) Preparations for the renewal of a partnership arrangement must be commenced by the Nominee in consultation with the Contract Sponsor and Quality and Standards 18 months in advance of the expiry of the current agreement and must include the completion of:

- a. renewed due diligence;

- b. a Performance Audit Report of activity under the Agreement, undertaken by Quality and Standards, and submitted to the Course Portfolio and Scholarships Committee (CPSC);
- c. an updated Responsibilities Matrix.

(29) Following such review and approval by CPSC, the Nominee commences formal negotiations with the partner and consultations with internal stakeholders for any revisions to the arrangements.

(30) In exceptional circumstances, and in consultation with Legal Services, existing agreements may be extended by a Letter of Extension for a single continuous period of up to 12 months, where the terms of the current agreement meet all the requirements of the [Higher Education Standards](#).

(31) Approval for extensions in these circumstances must be obtained from both the Provost and the Deputy Vice-Chancellor (Academic) prior to the expiration date of the relevant agreement. All required preparations (see [Process Frameworks](#)) must be completed in time for the extension of the activities under the agreement.

Termination of an Agreement

(32) Agreements may be terminated, in consultation with Quality and Standards, and following advice from Legal Services, 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.

(33) Initial discussions in relation to terminating an agreement will occur between the Contract Sponsor or Nominee and the partner.

Agreement Execution and Recordkeeping

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

(35) Following endorsement the Nominee, with the agreement of the Contract Sponsor, arranges for the partner to sign first and then returns the agreement or variation to the duly authorised signatory according to the University's Contract Signing Delegations for final execution.

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

Agreement Signing Ceremonies

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

(38) In exceptional circumstances and where the duly authorised signatory is unable to attend, 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.

(39) The nominee may not under any circumstances sign the formal agreement on behalf of the duly authorised signatory.

Part D - Quality Assurance and Governance

(40) Arrangements for the quality assurance and governance of educational partnerships vary according to the type of activity included in the respective agreements.

(41) Quality assurance mechanisms for clinical education arrangements are outlined in the relevant [Process Framework](#) associated with this Procedure.

Third-Party Teaching Arrangements

(42) An Academic Program Director (APD) must be appointed for each course prior to delivery. The APD is responsible for oversight of the day-to-day delivery of a course, annual and interim course reporting, and escalating issues as necessary to the agreement Nominee, Contract Sponsor or Quality and Standards.

(43) A Joint Management Committee (JMC) is convened a minimum of once per year 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) 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.

(45) Staffing qualifications of all third-party provider teaching staff must comply with the Academic Staff Qualifications Policy and are reviewed by the Academic Program Director and confirmed by Quality and Standards at the start of each teaching period.

(46) The Finance Division provides an annual financial performance report for each partnership and course to CPSC.

(47) CPSC and Academic Board maintain general oversight of the viability and quality of third-party teaching arrangements.

(48) Quality and Standards provides an Annual Performance Report for each partnership to Academic Board via Education Committee. The report contains:

- 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. the status of the agreement and/or its renewal process;
- f. recommendations for continuation, continuation with further active monitoring, or termination of the arrangement or courses under it.

(49) The University Council receives and notes the Annual Performance Report for each partnership via the Academic Board report.

(50) 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

(51) Nominees and schools conduct an annual review of credit precedents to ensure the consistency of credit decisions between like courses, and alignment with the AQF Qualifications Pathways Policy and University policies.

(52) Quality and Standards monitor articulation arrangements and provide analysis of cohort outcomes to Education Committee.

(53) Monitoring and review of these arrangements may result in required adjustments to credit arrangements and precedents.

Student Mobility

(54) 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

(55) The relevant Contract 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, and intellectual property.

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

Section 7 - Definitions

(57) For the purpose of this Procedure:

- a. arrangements: the specific terms of 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. Contract Sponsor: the University staff member or office responsible for implementing and managing a contract (see [Contracts Policy](#));
- d. courseware: course and subject materials, including such items as subject outlines, learning materials and teaching or assessment resources;
- e. duly authorised signatory: the relevant delegate authorised to sign agreements under the [Contract Signing Delegations](#) (staff only);
- f. Nominee: a senior member of staff nominated by a Contract Sponsor to fulfill the functional responsibilities associated with a third-party educational arrangement;
- g. Responsibilities Matrix: a framework that documents agreed service costs and operational responsibilities in an educational third-party agreement.

Section 8 - Authority and Associated Information

(58) This Policy is made under the [La Trobe University Act 2009](#).

(59) Associated information includes:

- a. the [Educational Partnerships intranet site](#) (including Process Frameworks)
- b. [Delegations and Authorisations Policy](#)
- c. [Contract Signing Delegations](#) (staff only)

Status and Details

Status	Current
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Glossary Terms and Definitions

"Contract Sponsor" - University staff member or office responsible for progressing the proposed arrangement, including ensuring there are all pre-contractual steps are followed.