

Educational Partnership Policy

Section 1 - Purpose and Scope

Purpose

(1) This Policy establishes the framework for the delivery of Southern Cross University's courses and units by an educational collaborator. It describes how educational collaboration arrangements are initiated, approved, managed, quality assured and documented.

(2) The University is committed to developing educational collaborations that:

- a. Are mutually beneficial to the parties involved;
- b. Align with the University's strategic goals;
- c. Prioritise academic rigour, the student learning experience and student safety; and
- d. Meet all compliance and regulatory requirements, including the [Tertiary Education Quality and Standards Agency Act 2011 \(Cth\)](#) and the [Higher Education Standards Framework \(Threshold Standards\) 2021](#); [Education Services for Overseas Students Act 2000 \(Cth\) \(ESOS Act\)](#); the [Higher Education Support Act 2003 \(Cth\)](#); and the [National Code of Practice for Providers of Education and Training to Overseas Students 2018](#).

Scope

(3) This Policy applies to the development, administration and oversight of arrangements, both in Australia and overseas, where students are enrolled in a University award or non-award course of study which is:

- a. hosted wholly or in part at a third party's physical premises or online space; and
- b. taught wholly or in part by the third party's employees.

(4) This Policy does not apply to:

- a. Other arrangements with third parties relating to the delivery of University courses or units including student placements and internships.
- b. Articulation and pathway arrangements, where students having completed a course of study at another organisation are considered to have met entry requirements and are provided with advanced standing towards a University course of study (see the [Recognition of Prior Learning Policy](#) and [Procedures](#)).
- c. Research, industry or community partnership activities.

Section 2 - Definitions

(5) For the purpose of this Policy the following definitions apply:

- a. Agreement/Educational Collaboration Agreement is a signed document between the University and an Educational Collaborator outlining the agreed conditions for the provision of the Education Collaboration.
- b. Arrangements/Educational Collaboration Arrangements are the activities proposed or implemented under one

or more Educational Collaboration Agreements.

- c. Educational Collaboration means an arrangement between the University and another legal entity which provides for the third party to deliver University-accredited courses and units to University students where the course of study is:
 - i. hosted wholly or in part at a third party's physical premises or online space; and
 - ii. taught wholly or in part by the third party's employees.
- d. Educational Collaborator means the third party in an Educational Collaboration.
- e. Management Committee is a committee established under an Educational Collaboration Agreement with members from both the University and the Educational Collaborator for the purpose of overseeing the Educational Collaboration.
- f. Proposal means a proposal for an Educational Collaboration.

Section 3 - Policy Statement

(6) The University establishes formal Educational Collaborations with reputable organisations that enhance the quality of the University's educational offerings and delivery.

(7) The University conducts appropriate due diligence and risk assessments before entering into an Educational Collaboration and to ensure clarity for all parties, Educational Collaborations are formalised by an executed contract.

(8) Educational Collaboration Agreements will be proportionate to the scale and nature of activities involved and will allow the University sufficient powers to ensure consistency with the Higher Education Standards Framework.

(9) An Educational Collaboration Agreement will include:

- a. The rights and responsibilities of the University and the Educational Collaborator relating to the activities proposed;
- b. The specific goals of the arrangement;
- c. Effective controls and reporting mechanisms on the education quality of delivery with an established quality and standards review cycle;
- d. A commencement and expiry date and exit arrangements that enable the University to meet its obligations to its students.

(10) Educational Collaborations offer high quality learning experiences to students. This means that:

- a. Courses and arrangements are designed to ensure equivalence of education and staffing standards, learning experiences and outcomes, access to resources and support for all students;
- b. All students are provided with sufficient, clear and accurate information regarding the nature of any arrangements and responsibilities of each provider in relation to student experience and welfare;
- c. Clear feedback channels are provided for students and staff to raise any issues with either the Educational Collaborator or the University.

Section 4 - Educational Collaboration Agreements

Initiation of an Educational Collaboration

(11) All proposals for an Educational Collaboration must be sponsored by the Pro Vice Chancellor (Academic Innovation) who is the primary point of contact for all matters related to the collaboration and responsible for:

- a. Determining with the Educational Collaborator the desired features of the arrangement;
- b. Engaging with relevant Faculty and College leadership regarding academic offerings;
- c. Engaging with relevant work units regarding potential resourcing requirements;
- d. Seeking advice from the University Legal Office and the Office of Business Intelligence and Quality regarding legal and compliance matters.

(12) Where the Proposal requires other approvals, such as course approvals in a third-party teaching arrangement, these processes may be initiated concurrently with the development, variation or termination of an Agreement.

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

Due Diligence

(14) Due diligence is required for all proposed Educational Collaborations, with the level of due diligence commensurate with the type of collaboration proposed. The due diligence process will consider a range of issues including the:

- a. Ability of the Educational Collaborator to deliver on the responsibilities of the proposed arrangement;
- b. Track-record of the Educational Collaborator in the provision of higher education, including regulatory status and history;
- c. Ownership and governance structures of the Educational Collaborator;
- d. Financial viability and track record of probity of the Educational Collaborator; and
- e. Emergency plans, risk framework and risk management.

(15) The Vice President (Finance) is responsible for undertaking the due diligence consideration of governance, financial, and management aspects of the proposed Educational Collaboration.

(16) The Pro Vice Chancellor (Academic Innovation) is responsible for undertaking the due diligence consideration of the academic and student support aspects of the proposed Educational Collaboration.

(17) Where substantive risks have been identified as an outcome of due diligence, a risk management plan must be developed.

(18) Following due diligence and risk assessment activities, the University Legal Office will prepare the Agreement and other associated materials for execution by both parties.

(19) In circumstances where arrangements with an Educational Collaborator involve collaboration across multiple categories of activity, these activities are best dealt with by separate Agreement; or, if separate activities are combined in one Agreement, all requirements for each activity must be separately represented.

(20) Where the Agreement involves delivery to International Onshore Students, the Office of Business Intelligence and Quality will initiate CRICOS registration. Registration or approval must be received from [TEQSA](#) before promoting or delivering any aspect of the Educational Collaboration Arrangement to International Onshore Students.

Agreement Execution

(21) Once the Educational Collaboration Agreement is finalised, it will be approved and executed by the University in accordance with the University [Delegations Rule](#).

(22) Following the execution of the Agreement by the University and the Educational Collaborator:

- a. Copies of the executed Agreement will be provided to the University Legal Office and the Corporate Records

Unit in accordance with the University's [Contract Procedures](#); and

b. The Office of Business Intelligence and Quality will finalise any regulatory requirements.

Varying an Existing Agreement

(23) Where changes or additions are required to an existing Agreement, consultation must occur with relevant University stakeholders and the Educational Collaborator to ensure that resourcing and other requirements can continue to be met under the proposed variations.

(24) The Pro Vice Chancellor (Academic Innovation) will work with the University Legal Office to develop a Letter of Variation or revised Agreement.

(25) The Letter of Variation or revised Agreement will be executed in accordance with the University's [Delegations Rule](#).

Renewing an Agreement

(26) Preparations for the renewal of an Educational Collaboration Agreement should commence one year in advance of the expiry of the current Agreement.

(27) The Pro Vice Chancellor (Academic Innovation) commences formal negotiations with the Educational Collaborator and consultations with internal stakeholders for any revision to the arrangements.

(28) The Pro Vice Chancellor (Academic Innovation) will liaise with the University Legal Office to develop and finalise the documentation required to renew the Agreement which will be approved and executed in accordance with the University's [Delegations Rule](#).

Termination of an Agreement

(29) Depending on the nature of the Agreement, its termination may be a strategic decision for consideration by the Vice-Chancellor, Executive members and Council.

(30) If it is determined to terminate an Agreement, the Pro Vice Chancellor (Academic Innovation) will liaise with the University Legal Office regarding the proposal and the documentation required to proceed with the termination.

(31) The termination of an Educational Collaboration Agreement will be managed in accordance with the terms of the Agreement or as otherwise agreed with the Educational Collaborator.

Reporting and Compliance

(32) Material changes to existing Educational Collaboration Arrangements must be reported to the Office of the Pro Vice Chancellor (Academic Innovation) by either party as soon as possible, and no later than 14 days of the event occurring.

(33) Material changes are events that happen or are likely to happen that will significantly affect the Partner's ability to meet requirements of the HES Framework and include:

- a. Failures of the control and reporting systems put into place by the University to monitor the Educational Collaboration;
- b. Cancellation of an Educational Collaboration Arrangement;
- c. New arrangements to deliver a course of study in whole, or in part, through the Educational Collaboration;
- d. Changes to the staffing profile for academic staff and support staff;
- e. Any other changes within the partnership that may affect the University's compliance with the [Higher Education](#)

(34) The Office of Business Intelligence and Quality is responsible for notifying TEQSA of any material changes to Educational Collaboration Arrangements within the legislative timeframe.

Section 5 - Quality Assurance

(35) The University is committed to upholding the quality and academic standards of the activities it undertakes with its Educational Collaborations and accordingly determines rigorous processes for the monitoring and review of their quality, equivalency, regulatory compliance, strategic alignment and financial viability.

(36) Under the requirements of the [Higher Education Standards Framework \(Threshold Standards\) 2021](#), the University carries full responsibility for all aspects of program delivery and support by an Educational Collaborator, including ensuring:

- a. Compliance with the Higher [Education Standards Framework](#);
- b. All students are provided with clear and accurate information regarding the nature of any arrangements and responsibilities of each provider in relation to student experience and welfare;
- c. Quality and academic standard of program content, teaching, learning and assessment, is comparable to that at all other teaching locations of the University;
- d. Teaching is carried out by staff qualified at a level comparable to those at other teaching locations of the University and that staff with academic oversight and/or teaching responsibilities are equipped for their roles and have sufficient experience, underpinned by scholarship;
- e. Resources and facilities are appropriate and sufficient for the delivery of the program;
- f. Learning experiences and outcomes are equivalent to those for the same or a cognate program when delivered by the University;
- g. Clear channels are provided for students and staff to raise any issues with either the collaboration organisation or the University;
- h. Academic integrity is maintained;
- i. Comparisons of assessment outcomes for students undertaking study with the collaboration organisation will be undertaken to detect variability, and adjustments will be made to future arrangements where variability needs to be reduced; and
- j. Consistency in approaches to marking of assessment tasks, including moderation of assessment tasks.

Monitoring and Reviewing

(37) The [Educational Partnership Quality Assurance Procedures](#) sets out the monitoring and review process for Educational Collaborations.

(38) Academic Board and its sub-committees maintain general oversight of the quality of the teaching arrangements with the University's Educational Collaborators, with courses and units offered under Educational Collaboration Agreements included in the University's normal quality assurance monitoring and review activities as set out in:

- a. [Academic Quality, Standards and Integrity Policy](#)
- b. [Assessment, Teaching and Learning Policy](#);
- c. [Terms of Reference - Educational Partnerships Board](#);and
- d. Any specific quality assurance measures outlined in the [Educational Partnership Quality Assurance Procedures](#).

(39) The Management Committee examines the obligations of each party as set out in the Agreement, the extent to which each party has fulfilled their obligations, and the extent to which the Educational Collaborator has adhered to the University policies and procedures it is bound to observe.

(40) Each Educational Collaboration will be reviewed on a regular basis.

(41) The review schedule will be set out in the individual Agreement, however the Vice-Chancellor may approve the conduct of a review at a time other than a scheduled review.

(42) The nature of the review of an Educational Collaboration will be commensurate with the level of complexity and risk associated with the type of arrangement.

(43) The review report and follow up on recommendations will be provided to the Pro Vice Chancellor (Academic Innovation).

(44) Records of reviews will be maintained by the Office of the Pro Vice Chancellor (Academic Innovation) and material issues drawn to the attention of Council.

(45) Where a serious breach of the Agreement occurs, steps will be taken to correct the problem, or terminate the Agreement. The Pro Vice Chancellor (Academic Innovation) is responsible for initiating and monitoring corrective action; the Vice-Chancellor is responsible for enacting termination of an Agreement.

(46) The Pro Vice Chancellor (Academic Innovation) reports on risk management of Educational Collaboration Arrangements to the Audit and Risk Management Committee annually.

Section 6 - Associated Documents

(47) The Educational Partnership Policy should be read in conjunction with:

- a. [Educational Partnership Quality Assurance Procedures](#)
- b. [Delegations Schedule](#)
- c. [Assessment, Teaching and Learning Policy](#)
- d. [Student Critical Incident Management Policy](#)
- e. [Academic Quality Standards and Integrity Policy](#)

Status and Details

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