

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.
- g. Transnational education means an educational collaboration with an overseas education provider.

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 in accordance with the [Third Party Arrangement Regulatory Risk Framework](#) before entering into an Educational Collaboration and to ensure clarity for all parties, Educational Collaboration are formalised by an executed contract.

(8) To ensure clarity for all parties, Educational Collaborations are formalised by an executed Educational Collaboration Agreement. 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 normally include, but not be limited to:

- a. A commencement and end date. Agreement terms are normally approved for a period of between one and seven years. Under exceptional circumstances, alternate terms may be considered.
- b. Definitions of terms.
- c. The details of the agreement, including courses and/or units of study covered by the agreement, and process for varying the terms of the agreement.
- d. Associated fees, payment schedules, expenses and other financial arrangements.
- e. The specific goals of the arrangement and how performance will be monitored.
- f. The composition and terms of reference of the joint management committee.
- g. Admissions and enrolment requirements.
- h. The rights and obligations of the University and the Educational Collaborator relating to the activities proposed including responsibilities for:
 - i. Curriculum design, approval and delivery;
 - ii. Marketing and student recruitment;
 - iii. Assessment of applicants for admission and credit for recognition of prior learning;
 - iv. Enrolment and related student administrative tasks including transfer;
 - v. Student experience, safety, opportunities, and wellbeing including orientation, monitoring and access to learning support and services including counselling, careers and accommodation;
 - vi. Provision of safe, appropriate facilities and equipment including teaching and learning spaces, required

technology, library, and education materials

- vii. Academic and research integrity;
 - viii. Critical incident management and reporting;
 - ix. Recruitment, approval and management of the staff profile, including academic and support staff;
 - x. Assessment marking and moderation;
 - xi. Academic obligations for scholarship including scholarship of teaching and learning, academic peer review and mentoring site visits;
 - xii. Managing and acting on feedback, complaints and grievances;
 - xiii. Business continuity planning and management;
 - xiv. Data protection and privacy;
 - xv. Conferral of awards;
 - xvi. Reporting requirements;
- i. Applicable University policies and procedures.
 - j. Relevant in-country regulatory and legal requirements, if any.
 - k. Agreement termination arrangements that ensure the University can fulfill its obligations to students, including provisions for course discontinuation, teach out and tuition safeguards.
 - l. Intellectual property, trademark protection, and use of licensed materials.
 - m. Clear dispute resolution procedure to address any disputes arising from the educational collaboration.
 - n. Effective controls and reporting mechanisms on the education quality of delivery with an established quality and standards review cycle.
 - o. Co-signed and dated by authorised representative/s of each party.

(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.
- d. All academic staff meet or exceed the standards required for higher education instruction, this includes mandatory participation in ongoing professional development and scholarly activity appropriate to the level and type of appointment.

(11) For transnational education collaborations, the University and its partners must comply with both local and international educational regulations and standards. This includes adhering to specific legal requirements in the countries involved and ensuring that courses meet global quality benchmarks.

Section 4 - Educational Collaboration Agreements

(12) The initiation, discovery, due diligence, agreement setting, and implementation phases will be conducted in accordance with the Third-Party Arrangement Regulatory Risk Framework, to ensure alignment and compliance throughout all stages of partnership development.

Initiation of an Educational Collaboration

(13) 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.
- e. Defining management roles for progressing the agreement through approval stages, depending on the nature of the agreement and scope.

(14) 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 in accordance with the [Course and Unit Approval Authorities](#).

Business Case

(15) The discovery phase will include a business case in alignment with the [Third-Party Arrangement Regulatory Risk Framework](#) and be approved by the Pro Vice-Chancellor (Academic Innovation) in consultation with the Education Partnerships Oversight Committee, prior to proceeding with due diligence.

Due Diligence

(16) 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 normally be conducted by the Office of Business Intelligence and Quality and consider a range of issues including:

- a. Ability of the Educational Collaborator to deliver on the responsibilities of the proposed arrangement;
- b. Educational Collaborator's capacity and capabilities, reputation, 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;
- e. Location or in-country specific risks; and
- f. Emergency plans, risk framework, risk management and potential conflict of interest.

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

(18) 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.

(19) 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.

(20) Due diligence outcomes will be assessed by the Pro Vice-Chancellor (Academic Innovation) in consultation with Educational Partnerships Oversight Committee, prior to proceeding with the development of a legal agreement.

Agreement Development and Execution

(21) The University Legal Office will prepare the Agreement and other associated materials for execution by both parties.

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

(23) 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

(24) 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.

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

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

Renewing an Agreement

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

(28) A strategic review will be conducted in alignment with the [Third Party Arrangement Regulatory Risk Framework](#), prior to the renewal of an Educational Collaboration Agreement to assess the effectiveness, compliance, sustainability and strategic alignment of the partnership, including achievement of any specific key performance indicators.

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

(30) 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

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

(32) 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.

(33) 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.

Section 5 - Management and Reporting

(34) Each Education Collaboration will have a management committee chaired by the Pro Vice-Chancellor (Academic Innovation) or authorised nominee and include representatives from the Education Collaborator. 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.

(35) The Education Partnerships Oversight Committee (EPOC) receives reports on strategic performance, risk and compliance, and quality assurance monitoring outcomes quarterly.

(36) The Audit and Risk Management Committee receives reports from the Education Partnerships Oversight Committee (EPOC) quarterly.

(37) The University Council receives reports on Education Partnerships annually.

Material Changes

(38) 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.

(39) 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 Standards Framework \(Threshold Standards\) 2021](#) (Cth) and [ESOS](#) legislation as detailed by TEQSA's [Material Changes Notification Policy](#).

(40) 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 6 - Quality Assurance

(41) Regular external reviews and audits of educational collaborations shall be conducted to ensure compliance with both internal standards and regulatory requirements. The findings from these reviews will be used to continually refine and improve the partnership arrangements, ensuring alignment with best practices and legislative changes.

(42) 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](#), as well as [ESOS Act](#) and [HESA Act](#), if applicable.
- 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;
- j. Consistency in approaches to marking of assessment tasks, including moderation of assessment tasks;
- k. Student well-being and safety is assured;
- l. Regular benchmarking of educational outcomes to ensure equivalency in learning experiences across different delivery methods and collaborators. This includes the comparative analysis of assessment results, student feedback, and graduation rates; and
- m. long-term sustainability of educational collaborations annually, assessing factors such as financial stability, academic outcomes, and strategic alignment. This ensures that partnerships remain viable and beneficial to both the University and its collaborators over time.

(43) The [Educational Partnership Quality Assurance Procedures](#) and and Educational Partnerships Quality Assurance Schedule sets out the monitoring and review processes as approved by the Pro Vice-Chancellor (Academic Quality).

Section 7 - Associated Documents

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

- a. [Educational Partnership Quality Assurance Procedures](#)
- b. [Third Party Arrangement Regulatory Risk Framework](#)
- c. [Delegations Schedule](#)
- d. [Course and Unit Approval Authorities](#)
- e. [Assessment, Teaching and Learning Policy](#)
- f. [Student Critical Incident Management Policy](#)
- g. [Academic Quality Standards and Integrity Policy](#)

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