

# Third Party and Educational Partnerships Procedure

## Section 1 - Governing Policy

(1) This Procedure is governed by the [Third Party and Educational Partnerships Policy](#).

## Section 2 - Scope / Application

(2) This Procedure applies to third party educational arrangements involving students and other educational partnerships with local and international organisations including academic institutions, Church, community, government, and industry groups.

## Section 3 - Definitions

(3) The terms used in this Procedure are available in the [Glossary of Student and Course Terms](#). Specific terms defined in Section 3 of the [Third Party and Educational Partnerships Policy](#) have the same meaning wherever they appear in this Procedure.

## Section 4 - General Procedure for Development of Third Party and Educational Partnerships

(4) Work units intending to engage with a potential partner are responsible for managing the process of negotiating and developing agreements including due diligence and assessment of risk and treatment.

(5) Work units must be aware of their obligations under ACU policy including the [Third Party and Educational Partnerships Policy](#), the [Course Accreditation, Amendment and Review Policy](#) and [Course Accreditation and Amendment Procedure](#), and other relevant policies.

(6) Work units must adhere to the [Higher Education Standards Framework \(Threshold Standards\) 2021](#) and ensure ACU does not delegate its HES responsibilities to a third party. All partnerships must make clear the mechanisms and processes used to ensure compliance in all activities that result from a potential partnership. Where the agreement requires a notification to [Tertiary Education Quality and Standards Agency \(TEQSA\)](#), refer to the [TEQSA Material Change Notification Policy](#).

(7) All educational partnerships, with the exception of individual student placement agreements outlined in Section 6 of the [Third Party and Educational Partnerships Policy](#), must be developed and approved via the Educational Partnerships Register (EPR) (see Section 5).

(8) Activities tied to partnership agreements cannot commence until approved by all relevant parties.

## **Section 5 - The Educational Partnerships Register (EPR)**

(9) The EPR is a customer relationship management system (CRM) that captures all relevant data tied to ACU partners and allows the institution to track and report on the activities that are enabled through the University's partnerships.

(10) The Centre for Education and Innovation has oversight of the EPR including system administration, maintenance of the EPR user manual and as a point of contact for enquiries.

(11) There are a limited number of user licences available for the EPR. Work units are allocated a fixed number of licences and any change to licencing arrangements is done in consultation with the system administrator.

(12) Adding and editing information on the EPR can only be undertaken by licence holders assigned to the relevant role. Work units are responsible for assigning roles as well as prioritising and managing the workload of licence holders.

(13) Sufficient time must be factored in for EPR processes to be undertaken and work unit protocols on use of the EPR are to be followed.

(14) During negotiation of potential partnerships, the EPR will trigger a series of workflow approvals that ensure due diligence and risk obligations are met in advance of final approval by the delegate listed in Section 6 of the [Third Party and Educational Partnerships Policy](#).

(15) Individual student placement agreements are not entered into the EPR. InPlace is the preferred platform to record and manage arrangements which involve service-learning / community engagement or work integrated learning.

## **Section 6 - Development of Educational Partnerships**

(16) When establishing a new educational partnership, the EPR should be used to:

- a. determine whether there is an existing relationship between ACU and the proposed partner;
- b. facilitate a consistency of approach to documenting partnering arrangements; and
- c. initiate the workflow and approval mechanism of the Register.

(17) The delegate approving the agreement is responsible for evaluating the business case and general efficacy of the partnership.

(18) Where a proposal involves an agreement with an overseas / foreign institution or the enrolment of international students at the University, there must be consultation with Global and Education Pathways.

(19) When partnering with an education institution, high risk matters such as academic integrity and the maturity of the partner's policy and risk frameworks need to be scrutinised. This is part of the due diligence undertaken in all relevant agreement types and is monitored during the agreement period.

(20) In some cases, it may be appropriate to establish a management committee and / or working party, including representatives from ACU and the other institution/s, to develop details of the proposed partnership or collaborative arrangement. The ACU representatives involved in any such working party must ensure that all relevant persons are kept informed of progress in the discussions.

(21) Each organisational work unit is required to undertake a thorough risk assessment of all agreements

commensurate with the agreement type in order to:

- a. determine the risks relevant to the partnership, including compliance with relevant legislation including, but not limited to, the [Higher Education Standards Framework \(Threshold Standards\) 2021](#) and for international agreements, those outlined in Section 8 of the [Third Party and Educational Partnerships Policy](#); and
- b. inform the decision making of the Delegate prior to signing the agreement.

(22) The Office of General Counsel is to be consulted where there is uncertainty regarding contract types and the legal status of agreements.

(23) Risk assessment and treatment templates for each agreement type are maintained as schedules to this Procedure and the completed risk assessments tied to specific partnerships are stored in the EPR.

(24) Once developed, agreements must be approved per the delegations outlined in Section 6 of the [Third Party and Educational Partnerships Policy](#).

(25) A copy of the signed agreement and risk assessments must be provided to all relevant stakeholders.

## Section 7 - Quality Assurance and Monitoring

(26) All educational partnerships will be subject to ongoing review and quality assurance and must be monitored in line with the table below.

(27) Review, amendment, renewal or termination of a partnership or agreement can be initiated outside the specified periods in extenuating circumstances and only with approval from delegates outlined in Section 6 of the [Third Party and Educational Partnerships Policy](#), and where relevant, following advice from the Office of General Counsel.

(28) Roles and responsibilities for the quality assurance and monitoring of agreements are outlined in Section 5 of the [Third Party and Educational Partnerships Policy](#).

(29) Once an agreement has been approved, activities emerging from the partnership may commence. The work unit managing these activities remains responsible for quality assurance and monitoring.

(30) Organisational work units must ensure the EPR is kept up-to-date and report to the delegate on monitoring activities during the lifecycle of the agreement.

(31) All educational partnerships must involve regular contact and collaboration between both parties.

(32) Details of the ACU contact person/s must be included in the EPR and provided to partners as appropriate to the agreement and related activity.

(33) To ensure student safety and wellbeing, students must be made aware of mechanisms to: provide feedback, raise issues of concern and seek support services in relation to activities that result from educational partnerships. In the first instance students are encouraged to contact the relevant ACU custodian (Lecturer in Charge, Course Coordinator, Ask ACU Operations etc). Matters can be further escalated through the [Student Complaints Procedure](#) and [Student Appeals Policy](#).

(34) All parties are required to communicate any issues that require remediation for the protection of students, and formal actions under policy or legislation. Any such issues and action plans are to be reported through the relevant governing bodies.

(35) Governance oversight activities should be reported to the governing bodies listed in Section 6 of the [Third Party and Educational Partnerships Policy](#) and in the table below.

## Section 8 - Duration and Review of Agreements

Agreement Type (as per Section 6 of the <a href="#">Third Party and Educational Partnerships Policy</a> )	Duration	Monitoring Activity
8.1 articulation and pathway arrangements where students having completed a course of study at a partner institution are considered, under formal agreement, to have met entry requirements and / or are provided with advanced standing towards an ACU program	The maximum duration of an articulation agreement will be three years, unless specified otherwise in that agreement.	Monitoring by Course Implementation Committees Elevation of concerns and affirmation of arrangement reported to the relevant Faculty Board.
8.2 development of Joint or Dual Awards with another educational provider	The maximum duration of a joint or dual award agreement will be five years, in line with the normal course review cycle, or a shorter period if required under that agreement.	Review is undertaken by the Courses and Academic Quality Committee under the <a href="#">Course Accreditation, Amendment and Review Policy</a>
8.3 third party teaching arrangements, including transnational education partnerships where students are enrolled in an ACU award or non- award course of study while based in whole or in part at the partner's premises or online space and are taught in whole or part by teachers employed by the third party		
a) within Australia	The maximum duration of a third party teaching agreement will be five years if deemed low risk following due diligence and risk assessment. A shorter period of 1-2 years and enhanced monitoring is necessary where the third party may be new to ACU or does not have an established track record as an RTO.	Monitoring by the relevant Faculty Board using established processes relevant to the type of third party arrangement.
b) International	The standard duration of an international partnership agreement will be five years with a maximum of seven years. A shorter period may be determined if required under that agreement.	Monitoring by the Internationalisation Committee using established processes relevant to the type of third party arrangement. Where an agreement is initiated by a Faculty, the relevant Faculty Board will also have a monitoring responsibility.
8.4 courseware licensing arrangements where ACU courseware is provided to the partner institution for incorporation into the partner institution's courses	The standard duration of a courseware licensing agreement will be, as a minimum, the normal duration of the course but subject to annual review.	Monitoring by Courses and Academic Quality Committee (CAQC).

8.5 Work Integrated Learning activities such as professional experience, any clinical, counselling, teaching or field practicum, or other assessable professional experience. Activities may take place at either at ACU or the premises of, or in partnership with, an external organization		
a) Student placement (multi-cohort arrangements)	The maximum duration of an overarching professional experience agreement will be three years with a maximum of five years	Monitoring by relevant Faculty Board or committee of Faculty Board using established processes relevant to the type of third party arrangement.
b) Student Placement (individual student placement agreements) including School based Community Engagement / Service Learning activities	The maximum duration of a student placement agreement will be one or two years or a shorter period if required under that agreement.	
c) Service-learning / Community Engagement	The standard duration of a Service-learning / Community Engagement agreement will be 12 months with a maximum period of four years.	
8.6 Student mobility arrangements where students are provided with opportunities to undertake a study experience either at ACU or the premises of or facilitated by the partner		
a) Within Australia	The maximum duration of a student mobility agreement will be three years or a shorter period if required under that agreement.	Monitoring by the relevant Faculty Board using established processes relevant to the type of third party arrangement.
b) International	The standard duration of an international partnership agreement will be five years or a shorter period if required under that agreement.	Monitoring by the Internationalisation Committee using established processes relevant to the type of third party arrangement.
8.7 Higher Degree by Research or other research training activities in partnership with an external organisation, other than Cotutelle arrangements a) PhD internships (institutional arrangements) b) PhD internships (individual arrangements)	The standard duration of Higher Degree by Research or research training agreements will be three to five years, or a shorter period if required under that agreement.	Monitoring by the University Research Committee using established processes relevant to the type of third party arrangement.

## Section 9 - Review

(36) In line with the [Policy Development and Review Policy](#), this Procedure will be reviewed in line with the governing Policy and is scheduled for review every five years or more frequently if appropriate.

(37) Unless otherwise indicated, this Procedure will still apply beyond the review date.

## Section 10 - Further Assistance

(38) Responsible Officer - queries on policy and [Higher Education Standards Framework \(Threshold Standards\) 2021](#) compliance.

(39) Office of General Counsel - queries on contract types and the legal status of agreements.

(40) Centre for Education and Innovation, and these Procedures provide direction on the use of the Educational Partnerships Register.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	5th March 2024
<b>Review Date</b>	15th September 2027
<b>Approval Authority</b>	
<b>Approval Date</b>	5th March 2024
<b>Expiry Date</b>	Not Applicable
<b>Responsible Executive</b>	Timothy McKenry Chair, Academic Board
<b>Responsible Manager</b>	Julie Cogin Provost and Deputy Vice-Chancellor (Academic)
<b>Enquiries Contact</b>	Office of the Provost and Deputy Vice-Chancellor (Academic)