

# Third Party and Educational Partnerships Policy

## Section 1 - Purpose

(1) This Policy ensures ACU's partnerships, including third party arrangements, are aligned to [ACU Mission, Identity and Values](#) and [ACU Strategic Plan](#), and comply with relevant legislation including the [Higher Education Standards Framework \(Threshold Standards\) 2021](#). The Policy affirms that in delivering academic programs with other parties ACU remains accountable for teaching standards and student outcomes. The Policy supports the University's commitment to due diligence, risk management and quality assurance of all partnerships throughout their lifecycle.

## Section 2 - Scope / Application

(2) This Policy 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 Policy and the associated [Third Party and Educational Partnerships Procedure](#) are available in the [Glossary of Student and Course Terms](#). The following specific definitions also apply:

Term	Definition
Agreement	a signed document between ACU and a partner organisation which outlines agreed conditions for a collaborative activity or activities. A Memorandum of Understanding (MoU) is a common example.
Affiliation	a formalised relationship supported by an agreement between ACU and a partner institution to advance teaching and learning, research, and scholarship, and / or community engagement.
Articulation	the transfer of credit from a partner institution towards study at ACU. Students enrol in the partner institution's program and undertake its courses and / or units of study. Students have the option of applying for admission to ACU and potentially transferring to ACU programs, whether with or without advanced standing. ACU maintains its quality assurance by exercising control over the articulation / credit transfer arrangements.
Delegate	means a person with delegated signing authority under the <a href="#">Delegations of Authority Policy and Register</a> .
Dual Award	A dual award involves ACU and another institution offering a course of study which results in two separate awards being conferred from two institutions. Dual awards typically provide students with the opportunity to complete two awards in a shorter timeframe than if each was completed independently.
Joint Award	a formalised partnership between ACU and another institution to jointly develop and present a course as equal partners and confer the award jointly as a single qualification.
Educational Partnership	A relationship between ACU and a partner organisation that is supported by one or more written agreements and is defined in terms of the pathways captured in this Policy.

Term	Definition
Placement	an agreement with an external organisation for the purposes of work based experience for students as a part of their course.
Service-learning / community engagement	An ACU educational experience where students participate in service activities that support community needs and aspirations. Formal reflection on this activity supports development of graduate attributes, understanding of mission, and an enhanced sense of civic responsibility and value for social justice. Service-learning / community engagement activities prioritise work with communities who experience disadvantage and marginalisation while honouring their strengths and assets.
Student Mobility Arrangements	where students are provided with opportunities to undertake a study experience either at ACU or the premises of, or facilitated by, a partner.
Third Party teaching arrangements	are those where students enrolled in an ACU award or non-award course of study are 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.
Transnational Educational Partnerships	encompasses all types of higher education study programs, sets of study courses, or educational services (including those of distance education) in which the learners are located in a country different from the one where the awarding institution is based. Transnational Education may involve collaboration with one or more international third parties external to the University. A student would not be considered as a TNE enrolment where they enrol directly with ACU (such as ACU Online) without a third party agreement in place that has facilitated that enrolment.
Work Integrated Learning arrangements	provide ACU students with opportunities to undertake industry experiences either at the premises of, or in partnership with, an external organisation and are credit-bearing and assessed.

## Section 4 - Policy Statement and Principles

(4) ACU is committed to expanding quality educational opportunities for its students by pursuing partnerships that are beneficial to ACU and potential partners. Partnerships and third party arrangements must:

- a. align with and further the [ACU Mission, Identity and Values](#) and [ACU Strategic Plan](#);
- b. comply with all relevant codes and legislation and all relevant regulatory requirements affecting the university and the partner institution(s);
- c. serve the needs of diverse cohorts of students including Aboriginal and Torres Strait Islander students and add value to their learning experience by providing them with opportunities to enact the [ACU Mission, Identity and Values](#) through the development of essential skills. Such skills enhance their competitiveness, employability and understanding of local and global citizenship;
- d. prioritise the safety and wellbeing of students and assure an excellent learning experience via due diligence, the identification and management of risk, and through ongoing monitoring and quality processes;
- e. be approved in accordance with the [Delegations of Authority Policy and Register](#) and documented in the Educational Partnership Register.

## Section 5 - Role and Responsibilities

### Academic Board

(5) Academic Board is:

- a. the Approval Authority for the Policy; and
- b. responsible for the oversight of governance activity tied to scrutiny of partnerships.

## **Academic Governance Forum**

(6) This term includes Faculty Boards and all committees that report to the Academic Board. The Academic Governance Forum is responsible for:

- a. scrutiny of arrangements as pertaining to the [Higher Education Standards Framework \(Threshold Standards\) 2021](#) and ACU academic standards and policy framework;
- b. consideration of student performance against benchmarks; and
- c. consideration of improvements in relation to exception reporting.

## **Courses and Academic Quality Committee**

(7) The Courses and Academic Quality Committee is:

- a. the Governing Authority for the Policy;
- b. an Academic Governance Forum per clause (6).

## **Chair, Academic Board**

(8) The Chair, Academic Board is:

- a. the Responsible Officer for the currency of the Policy and associated [Third Party and Educational Partnerships Procedure](#).

## **Approver (Delegate)**

(9) The Approver (Delegate) is responsible for:

- a. confirmation of all due diligence, risk, and quality assurance plans prior to approval; and
- b. managerial oversight of the operation of the agreement.

## **Organisational Work Unit**

(10) The Organisational Work Unit is responsible for:

- a. communication with stakeholders in preparation for agreements;
- b. development of documentation tied to agreements;
- c. oversight and duty of care related to student experience;
- d. quality assurance and monitoring; and
- e. providing the approver with all relevant information to inform decision making.

## **Global and Education Pathways**

(11) Global and Education Pathways is responsible for:

- a. Advice in relation to all international partnerships undertaken across ACU.

## **Office of the Provost and Deputy Vice-Chancellor (Academic)**

(12) The Office of the Provost and Deputy Vice-Chancellor (Academic) is responsible for:

- a. oversight of Faculty activity around Educational Partnerships;

- b. framework tied to Work Integrated Learning (WIL); and
- c. provision and maintenance of the Educational Partnerships Register.

## ACU Engagement

(13) ACU Engagement is responsible for:

- a. advice on suitability of service-learning / community engagement partnerships in domestic and international domains;
- b. communication of service-learning / community engagement definitions and principles; and
- c. development, due diligence, risk assessment, and quality assurance and monitoring of service-learning / community engagement partnerships under ACU Engagement auspices.

## Assurance Unit, Legal, Assurance and Governance Directorate

(14) The Assurance Unit, Legal, Assurance and Governance Directorate is responsible for:

- a. generating material change notifications to TEQSA as a result of new or varied partnership agreements, as relevant; and
- b. provision and training on appropriate risk management templates.

## Office of General Counsel

(15) The Office of General Counsel is responsible for:

- a. advice on contractual and legal obligations;
- b. advice on appropriate templates for different types of agreement; and
- c. maintaining the currency and standing of agreement templates.

# Section 6 - Partnership Types and Delegations

(16) An Educational Partnership must be supported by an appropriate formal agreement prior to any activity tied to the partnership taking place. The following table outlines the types of agreements that operate at ACU, the appropriate delegate, and the governance forum responsible for monitoring the activities that result from a partnership agreement.

Agreement Type	Description	Delegate	Governance Forum
Institutional			
6.1	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	Approve and enter into, modify the terms of, and terminate: VC, Provost on recommendation of relevant Executive Dean subject to advice from General Counsel (GC) or legal practitioner employed as such by the University in relation to instances of termination. For international agreements, upon recommendation of the PVCGEP	Relevant Faculty Board

Agreement Type	Description	Delegate	Governance Forum
6.2	Development of Joint or Dual Awards with another educational provider	Approve and enter into, modify the terms of: VC, Provost, DVCRE, VP Terminate: VC, Provost, DVCRE, VP on recommendation of relevant Exec Dean and following advice from GC or legal practitioner employed as such by the University	Courses and Academic Quality Committee (CAQC)
6.3	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	Approve and enter into, modify the terms of: VC, Provost, DVCRE, VP Terminate: VC, Provost, DVCRE, VP on recommendation of relevant Exec Dean and following advice from GC or legal practitioner employed as such by the University	Relevant Faculty Board
	(b) International	Approve and enter into, modify the terms of: VC, Provost, DVCRE, VP, PVCGEP Terminate: VC, Provost, DVCRE, VP on recommendation of PVCGEP and following advice from GC or legal practitioner employed as such by the University	Internationalisation Committee
6.4	Courseware licensing arrangements where ACU courseware is provided to the partner institution for incorporation into the partner institution's courses	Approve and enter into, modify the terms of, and terminate: Provost on recommendation of relevant Exec Dean subject to advice from GC or legal practitioner employed as such by the University in relation to instances of termination	Courses and Academic Quality Committee (CAQC)

Agreement Type	Description	Delegate	Governance Forum
6.5	Work Integrated Learning activities such as professional experience, any clinical, counselling, teaching or field practicum, or other assessable professional or practical experience. Activities may take place at either at ACU or the premises of, or in partnership with, an external organisation		
	(a) Student placement (multi-cohort arrangements)	Approve and enter into, modify the terms of, and terminate: Provost / Exec Dean / DVCRE subject to advice from GC or legal practitioner employed as such by the University in relation to instances of termination	Relevant Faculty Board
	(b) Student Placement (individual student placement agreements) including School based Community Engagement / Service Learning activities	Approve and enter into, modify the terms of, and terminate: Exec Dean, Nat HOS and on advice from' the PVCGEP for international arrangements, subject to advice from GC or legal practitioner employed as such by the University in relation to instances of termination	Relevant Faculty Board
	(c) Service-learning/Community Engagement	Approve and enter into, modify the terms of: VP or Associate Director, ACU Engagement in consultation with DVCRE for agreements involving research Terminate: VP on recommendation of Head, ACU Engagement, subject to advice from GC or legal practitioner employed as such by the University in relation to instances of termination	Relevant Faculty Board

Agreement Type	Description	Delegate	Governance Forum
6.6	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	Approve and enter into, modify the terms of, and terminate: VC, Provost, DVCRE, VP Terminate: VC, Provost, DVCRE, VP on recommendation of relevant Exec Dean and following advice from GC or legal practitioner employed as such by the University	Relevant Faculty Board
	(b) International	Approve and enter into, modify the terms of, and terminate: VC, Provost, DVCRE, VP, PVCGEP Terminate: VC, Provost, DVCRE, VP on recommendation of PVCGEP and following advice from GC or legal practitioner employed as such by the University	Internationalisation Committee
6.7	Higher Degree by Research or other research training activities in partnership with an external organisation, other than Cotutelle arrangements. This is the pathway for industry PhD internships.		
	(a) PhD internships (institutional arrangements)	Approve and enter into, modify the terms of, and terminate: DVCRE	University Research Committee
	(b) PhD internships (individual arrangements)	Approve and enter into, modify the terms of: DOGR Terminate: DOGR and following advice from GC or legal practitioner employed as such by the University	University Research Committee

(17) Where an educational partnership does not fit with one of these agreement types, or where it is not clear what type of agreement applies, the Office of the Provost and Deputy Vice-Chancellor (Academic), Global and Education Pathways and the Office of General Counsel must be consulted, as appropriate, in arranging the agreement.

## Section 7 - Development of Educational Partnerships

(18) Where a new educational partnership is proposed the Approver (delegate) must consider:

- a. whether ACU has an existing or prior agreement with the partner;
- b. alignment with the [ACU Mission, Identity and Values](#) and [ACU Strategic Plan](#). A rationale that includes the duration, and description of operation of the proposed partnership should also consider how it supports and is consistent with the [ACU Mission, Identity and Values](#) and [ACU Strategic Plan](#);
- c. the quality of the student learning experience, student outcomes and the mutual benefit of the partnership. A statement is required to address these aims;

- d. the resource implications of the proposed partnership;
- e. evidence of due diligence in accordance with Section 8 of this Policy. This requirement applies to new partnership agreements only. It does not normally apply to renewals or minor variations of existing agreements, unless a major change to scope or conditions is proposed or monitoring activity under Section 10 of this Policy necessitates further due diligence activity; and
- f. a risk assessment and risk treatments prepared in accordance with Section 9 of this Policy.

## Section 8 - Due Diligence

(19) ACU may only enter into educational partnership agreements after due diligence has been conducted. The due diligence requirements for specific agreement types are outlined in the [Third Party and Educational Partnerships Procedure](#). The Approver (Delegate) must be satisfied as to:

- a. the proposed partner's reputation and alignment with the [ACU Mission, Identity and Values](#);
- b. ACU's ability to comply with the [Higher Education Standards Framework \(Threshold Standards\) 2021](#), the [Education Services for Overseas Students Act 2000 \(Cth\)](#) and the [National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018](#), as applicable;
- c. the proposed partner's experience in delivering educational services where relevant;
- d. for international agreements:
  - i. legislative requirements and / or restrictions to obtaining in-country approval for the agreed activity; and
  - ii. compliance with [Australia's Foreign Relations \(State and Territory Arrangements\) Act 2020 \(Cth\)](#) and the [Foreign Influence Transparency Scheme Act 2018 \(Cth\)](#) or related legislation and guidelines; and
  - iii. where relevant, recognition of institutional standing and educational qualifications awarded by the proposed partner institution;
- e. potential impacts on existing partnerships, where relevant;
- f. the proposed partner's existing relationships with other educational institutions where relevant;
- g. the registration or accreditation requirements of the agreed activity where relevant;
- h. the proposed partner's financial standing and legal position;
- i. the proposed partner's government registration where relevant; and
- j. matters of cultural safety for partnerships involving Aboriginal and Torres Strait Islander cohorts and communities.

## Section 9 - Risk Assessment

(20) A risk management approach, in accordance with the [Risk Management Policy](#), must inform decision-making and be incorporated into the establishment and ongoing management of educational partnerships.

(21) A risk assessment, in the form prescribed by the [Third Party and Educational Partnerships Procedure](#), must be undertaken for all proposed agreements to determine and rate the risks relevant to the partnership and inform the decision making of the Delegate prior to signing the agreement.

(22) For agreements involving an international partner where the agreement will operate offshore, the following risk categories must also be assessed:

- a. political stability within the partner's country and other jurisdictions in which the agreement will operate;
- b. the risk that the agreement may result in a breach of [Australia's Foreign Relations \(State and Territory Arrangements\) Act 2020 \(Cth\)](#), the [Foreign Influence Transparency Scheme Act 2018 \(Cth\)](#) or related



legislation;

- c. matters affecting the safety of ACU staff and students traveling to the partners country and other jurisdictions where the agreement will operate;
- d. matters relating to academic freedom in the partner's country and other jurisdictions in which the agreement will operate;
- e. currency fluctuations that may affect the operation or financial sustainability of the partnership where relevant; and
- f. any local laws and regulations which may impact in the operation of the agreement where relevant.

(23) The risk assessment must state how the identified risks will be managed over the life of the agreement.

(24) Ongoing risk assessment and treatment plans must be put in place for educational partnerships with risks reviewed and monitored in accordance with the [Third Party and Educational Partnerships Procedure](#) and the [Risk Management Policy](#).

## Section 10 - Quality Assurance and Monitoring

(25) All educational partnerships will be subject to ongoing quality assurance and monitoring across their lifecycle.

(26) Monitoring arrangements, including the timing of auditing activity, must be specified in the agreement and employ the minimum standards of monitoring for each agreement type outlined in the procedures to this Policy.

(27) Responsibility for monitoring partnership agreements lies with the work unit that executes activities tied to the agreement.

(28) Quality assurance and monitoring activity includes consideration of:

- a. outcomes arising from activities facilitated by partnership agreements considered in relation to the stated aims of an agreement;
- b. feedback from students, the partner institution and, where relevant, other stakeholders;
- c. the quality of the student experience determined by evaluation in relation to University benchmarks;
- d. information that may impact the initial due diligence; and
- e. ongoing risk assessment and treatment plans.

(29) The outcomes of quality assurance and monitoring should either:

- a. affirm that the activities tied to an Educational Partnership have complied with the terms of the agreement, ACU policy, and the [Higher Education Standards Framework \(Threshold Standards\) 2021](#); or
- b. elevate matters of concern or non-compliance to the relevant Delegate for action, with exception reporting provided to the relevant academic governance forum.

(30) Quality assurance and monitoring activity must be undertaken in the form prescribed in the [Third Party and Educational Partnerships Procedure](#) and be scrutinised by the Academic Governance Forum identified in Section 5 of this Policy. Where a partnership is determined to fall under this Policy per Section 6, but the agreement type does not accord with those outlined in the Policy, the Academic Board is the default oversight committee.

(31) Quality assurance and monitoring activity must inform the relevant Delegate's decision to renew, terminate or vary an agreement.

## Section 11 - Notification and record keeping

(32) Approved educational partnership agreements and associated documentation must be registered within the Educational Partnership Register.

(33) Agreements and associated documentation are normally developed using approved ACU templates. Where partner templates are used and differ from the ACU standard, the Office of General Counsel must scrutinise the agreement.

(34) Where an educational partnership agreement relates to third party teaching arrangements, the Assurance Unit, Legal, Assurance and Governance Directorate, must be notified to ensure that TEQSA is informed of any material change of circumstances.

(35) Where required by the procedure to this Policy, a copy of the risk assessment must be lodged with the Assurance Unit.

(36) Approved agreements must be retained in accordance with the [Records and Archive Management Policy](#).

(37) All new and renewed educational partnership agreements entered into must be reported annually to Academic Board.

## Section 12 - Further Assistance

(38) Responsible Officer - queries on policy and HES compliance.

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

(40) Centre for Education and Innovation and the [Third Party and Educational Partnerships Procedure](#) provide direction on the use of the Educational Partnerships Register.

## Section 13 - Revisions to this Policy

(41) The revision table includes revisions up until this document was migrated into the current policy platform. Any later changes will show in the Status and Details tab.

Date	Major, Minor or Editorial Revision	Description of Revision(s)
17 March 2021	Minor revision	Change made to Governing Authority arising from revisions of Academic Governance structure at ACU. Update to executive nomenclature to reflect current executive arrangements.
15 September 2022	Major revision	Major revision resulting from policy review and strengthened monitoring and quality assurance arrangements.
12 April 2023	Minor revision	Minor revision to align with the associated Procedure.

## Section 14 - Associated Information

(42) For related legislation, policies, procedures and guidelines and any supporting resources please refer to the Associated Information tab.



## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	5th April 2024
<b>Review Date</b>	15th September 2027
<b>Approval Authority</b>	Vice-Chancellor and President
<b>Approval Date</b>	5th April 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)