

## EDUCATIONAL PARTNERSHIPS PROCEDURE

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<b>Relevant legislation or external requirements</b>	National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code) (NC: 1.1, 1.2, 1.3, 2.1.6, 4, 6, 11) Higher Education Standards Framework (Threshold Standards) 2021 (HESFs 1.1, 1.2, 1.3, 1.4.3-4, 1.5, 2.1, 2.3, 2.4, 3, 4.1, 5, 6.1, 6.2.1e-k, 6.3, 7)  Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act) Education Services for Overseas Students Act 2000 (Cth) (ESOS Act) Foreign Relations (State and Territory Arrangements) Act (2020) Guidelines to Counter Foreign Interference in the Australian University Sector (2021) Australian Qualifications Framework (AQF) AQF Qualifications Pathways Policy Material Change Notification Policy
<b>Related ASA Documents</b>	Educational Partnerships Policy Delegations of Authority Policy and Procedure Delegations of Authority Register Risk Management Framework Risk Management Policy Risk Management Procedure Qualification Issuance and Graduation Policy and Procedure Intellectual Property Policy and Procedure Marketing Policy and Procedure Quality Assurance Framework Moderation Policy Moderation Procedure Student Support Framework Recognition of Prior Learning Policy Recognition of Prior Learning Procedure Records and Information Management Policy and Procedure

### 1. Purpose

This Procedure, in conjunction with the *Educational Partnerships Policy*, provides a clear description of the processes to initiate, approve, monitor, and manage educational partnerships between the ASA Institute of Higher Education (**ASA**) and third parties. It details the requirements at each stage of the partnership lifecycle and identifies responsible roles.

### 2. Scope

This procedure applies to all ASA staff, including governance members and management staff, partners and visitors and covers all educational partnerships entered into by ASA.

The scope of this Procedure mirrors the *Educational Partnerships Policy* and provides procedural detail to support its enactment.

### 3. Process

Initiating, approving, monitoring, and managing educational partnerships is a complex process and requires careful research, consideration, and governance oversight. The following stages are detailed within this document:

- Investigation
- Initiation
- Formal Approval
- Onboarding and Delivery
- Renewal and Cessation.

### 4. Investigation

Partnerships may be investigated and considered by the Chief Executive Officer (**CEO**), or delegate/s, to establish preliminary information prior to requesting development approval from the Board of Directors (**Board**).

CEO approval is required prior to work commencing on investigating partnerships to ensure that such a partnership would align with ASA's strategic objectives. No ASA employee or governance member is to make any statement that purports to bind ASA, in any form, without all proper approvals and a formal Partnership Agreement.

#### 4.1. Due Diligence

The level of due diligence required for educational partnerships must be proportionate to the type and risk associated with each partnership. Each investigation should refer to the *General TNE Partnership Checklist* and amend it to suit the context and type of partnership being investigated.

Investigation and consideration of suitability must consider a range of issues, including:

##### 4.1.1. Alignment with ASA

- Alignment of the proposed arrangement with ASA's Strategic Plan, vision, and values.
- The extent to which the arrangement is likely to enhance the domestic and/or international reputation of ASA.
- Contingency plans across the proposed delivery model, including termination of the agreement contract and teach-out arrangements.
- Market analysis and benefits to ASA from the proposed partnership arrangement.
- Possible impact on existing arrangements, including potential conflicts of interest.

##### 4.1.2. Educational Partner Features:

- Capacity to enter into a contract with ASA.
- Ownership, governance, regulatory status (including fit and proper person review).
- Financial and legal structure, financial sustainability and probity.
- Ability to comply with all applicable laws, regulatory requirements and ASA policies in the provision of services.
- Capacity to deliver courses/units and services via the proposed model of delivery to an appropriate standard and ability to fulfil obligations under the proposed agreement.
- Appropriate staff qualifications and experience.

- I. Physical resources and facilities, student support services, risk management, and internal quality assurance processes.

#### 4.1.3. Wider context

- m. Environmental scans of political instability or sensitivities.
- n. Regulatory and accreditation requirements, including those within TEQSA's scope, for example:
  - o in-country governments approval criteria, accreditation or regulatory requirements;
  - o whether Australian higher education award recognition is granted and the conditions, if any, imposed;
  - o regulatory models and integrity;
  - o professional accreditation requirements or equivalences; and
  - o student administration systems and reporting.
- o. Legislative scanning to understand the scope of all relevant in-country laws (such as privacy and data protection, labour laws, fraud, anti-bribery), including compliance requirements.
- p. Congruence of legislation to ASA's own policy and obligations under Australian law to ensure any conflict is identified ahead of formal approval.
- q. Market analysis to consider emerging markets and competitors.

#### 4.2. Risk Assessment

A *Risk Assessment and Management Plan - Investigation* must be completed that identifies key risks and how they will be managed appropriately to provide quality assurance and maintain compliance with relevant standards.

The *Risk Assessment and Management Plan - Investigation* must consider the due diligence and indicate management strategies and evaluation mechanisms for key risks or issues raised by the due diligence. Relevant legal and regulatory requirements must be identified for all relevant jurisdictions and appropriate advice sought on how compliance is to be maintained.

Once completed the *Risk Assessment and Management Plan - Investigation* must be submitted to the Board as part of the development approval requests and subject to ongoing review to assist in the management of new or emerging risks.

#### 4.3. Business Case

The *Business Case - Investigation* must be fully costed and include a risk analysis for new educational partnerships and any significant changes to an existing arrangement.

The *Business Case - Investigation* must include:

- The alignment with ASA's Strategic Plan, vision, and values.
- Market analysis to demonstrate the value of such arrangements.
- Assessment of an institution's capacity to deliver on the proposed arrangements.
- Issues and risks as identified by the risk assessment and potential Risk Appetite.
- Any obligations or conditions that must be met, such as minimum number of students, before an agreement is formally approved or commences to ensure viability of business case.
- Intended Key Performance Indicators (KPIs).

- Clearly defined roles and responsibilities to set out each party's activities across the student and agreement lifecycle.
- Agreement lifespan and exit clauses.

## 5. Initiation

### 5.1. Development Approval

The CEO will present the following documents to the Board and request development approval:

- *Business Case - Investigation*
- *Risk Assessment and Management Plan – Investigation*

The Board will consider the above documents as well as ASA's business context to determine if the partnership is suitable and viable for **development approval**.

The CEO will advise the Senior Management team if development approval is granted by the Board, if additional information is required, or if the partnership is not currently suitable.

In the case that revisions to the proposal are necessary, the CEO will review and resubmit documentation to the Board as requested.

After development approval is granted, the CEO or Board may enter into a *Memorandum of Understanding (MOU)* as per the *Delegations of Authority Policy and Procedure* and the *Delegations of Authority Register*.

### 5.2. Operational Consultation

The Relationship Manager, as specified by the CEO, will lead the consultation and operational planning for each partnership to ensure that roles and responsibilities are clearly established, that appropriate understanding and communication is maintained and that any impediments to excellence in implementation are identified and managed proactively.

The Senior Management team will prepare the following documents:

- the *Academic Proposal* and
- the specific agreement.

The Senior Management team will also review and update the *Business Case – Investigation* and the *Risk Assessment and Management Plan – Investigation* with additional information and detail to ready it for formal approval. Once updated the documents will be named *Business Case - Formal Approval* and *Risk Assessment and Management Plan – Formal Approval*.

### 5.3. Academic Proposal

The Academic Dean will lead the development of an *Academic Proposal* for partnership involving academic delivery or qualifications.

The *Academic Proposal* must be presented to the Academic Board and endorsed prior to presentation to the Board for formal approval.

The *Academic Proposal* will provide information on the following aspects:

- the courses or units to be included within the agreement;
- admission requirements and if they are different to established requirements;
- articulation or credit arrangements;
- industry or professional accreditation requirements and how these will be met;

- v. the delivery model and mode or assessment;
- vi. minor changes to academic delivery structure or sequence, if any;
- vii. staffing provisions and equivalences;
- viii. provision of appropriate academic and general support;
- ix. academic integrity measures and assurance;
- x. mechanisms for moderation across delivery sites;
- xi. relevant risks to academic matters and planned management strategies; and
- xii. any other relevant academic aspects.

## 6. Formal Approval and Record Keeping

### 6.1. Formal Approval

Once all documentation set out in Section 4 Investigation and Section 5 Initiation, has been completed, the material will be collated and presented to the CEO.

Where the *Risk Assessment and Management Plan – Formal Approval* identifies residual risks above the stated Risk Appetite, the ASA Audit and Risk Committee will be asked to review and provide advice.

The CEO will present the following documents to the Board and request formal approval:

- *Business Case - Formal Approval*
- *Risk Assessment and Management Plan – Formal Approval*
- *Academic Proposal*
- endorsement of the *Academic Proposal* by the Academic Board; and
- the specific agreement.

The Board will consider the documents as well as ASA's business context to determine if the partnership is suitable for **formal approval**.

The CEO will advise the Senior Management team if formal approval is granted by the Board, if additional information is required, or if the partnership is not currently suitable.

In the case that revisions to the proposal are necessary, the CEO will review and resubmit documentation to the Board as requested.

### 6.2. Agreement content

New agreements will typically be established for three to five (3-5) years. Templates for agreements will be amended to suit the context and risk profile of each partnership. The nature of the partnership and the level of risk exposure will determine the scope of the agreement.

Negotiations with respect to partnerships are always subject to internal approval and finalisation of legal agreements. All agreements must be executed in accordance with ASA's *Delegations of Authority Policy and Procedure* and *Delegation of Authority Register*.

Where revenue sharing forms part of a partnership, additional review and consultation is required to ensure appropriate reporting and taxation requirements in all jurisdictions are met.

As a minimum, the agreement will set out:

1. The timeframe for the agreement, including commencement and expiry dates.
2. Joint goals for the agreements, including benefits to each partner, staff, and students.

3. The rights and responsibilities of ASA and the partner, including the division of responsibilities for the:
  - Higher Education Standards Framework (Threshold Standards) 2021 (HESFs)
  - the student lifecycle
  - the partnership life cycle
  - if relevant, the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (**National Code**) in respect of the agreement
4. Responsibilities of the parties in securing initial approval or accreditation to operate in the partner's jurisdiction, and in meeting any ongoing accreditation or reporting requirements in that jurisdiction.
5. Staffing arrangements, where relevant, including required qualifications and/or professional experience in the relevant discipline.
6. Marketing and promotional activities and ensuring that representation of ASA's educational offerings and the details of all fees and charges are accurate and not misleading.
7. Key Performance Indicators (**KPIs**) and how these will be measured, assessed, and corrective action taken if required.
8. Financial arrangements, including taxation.
9. Risk management, including the identification, management, and mitigation of risk.
10. Provisions for ownership and use of intellectual property, confidentiality, indemnity, force majeure, and warranties.
11. Mechanisms enabling monitoring, evaluation, and quality control for the arrangement (including the use of comparative data and appropriate moderation processes) that ensure ASA retains responsibility for academic standards and quality of the outcomes involved, and student outcomes.
12. Effective quality assurance, including regular audit cycles and scope, required standards, sample corrective actions available, and reporting lines.
13. Arrangements for amendments to the agreement, renewal and termination of agreement including provisions for teach-out; and
14. the dispute resolution process.

### 6.3. Record Keeping

The *Contract Register* must be updated at each of the following stages:

- i. investigation approval granted by the CEO,
- ii. development approval granted by the Board,
- iii. signature and exchange of MOUs,
- iv. formal approval granted by the Board,
- v. exchange of contracts by the Board,
- vi. variations to established contract, and
- vii. cessation or termination of contracts.

The Finance Manager is responsible for maintaining the *Contract Register*, which is a record of all contracts.

The Academic Dean is responsible for maintaining the *Articulation Agreement Register*.

The Director of International Recruitment is responsible for ensuring agreements are disclosed and accurate information is available to potential applicants, students, and agents.

The Director Quality and Compliance is responsible for providing appropriate notification to TEQSA as and when required.

## 7. Onboarding and Delivery

### 7.1. Onboarding of Partners

The onboarding of partners is a critical time to ensure that relevant requirements, standards, and processes are well communicated and that appropriate adjustments are made to ensure delivery is contextually appropriate.

The Relationship Manager will lead the onboarding process which will vary depending on the type of partnership, the scope, and overall enterprise risks. Onboarding should cover relevant aspects of agreement KPIs. For example:

- Ensuring the partner understands what course is being promoted in market, and that partner staff understand admission standards and how to apply them.
- Agreeing on course delivery including teaching delivery, marking of assessments, support of at-risk students and moderation of assessments, results across teaching locations or modes of delivery, and the appointment of partner staff in collaboration with ASA.
- Ensuring students studying through the partner have access to appropriate academic and non-academic support.
- Agreeing upon any adaptation to marketing and recruitment material, or customisation of course curriculum, including assessment tasks, to suit the partner context considering time zone differences in the scheduling of assessments and support services.
- Ensuring partner staff have been made aware of all applicable reporting requirements and timeframes.
- Ensuring partner staff have been made aware of all applicable policies and procedures, and how these need to be implemented, including the management of student data.

### 7.2. Staffing

The partnership agreement must provide for the parties to agree that:

- a. All academic staff appointments must comply with the HESFs Standard 3.2, in that staff have appropriate qualifications or equivalent experience in the course being delivered as per *Professional Equivalence Academic Qualifications Policy* and the associated procedure.
- b. The partner must utilise any academic staff selection criteria provided by ASA to the partner when assessing the suitability of prospective academic staff to deliver, teach or assess a course or unit.
- c. If the partner determines that a person is suitable for appointment, the partner must refer its determination to ASA for written approval of the person's appointment and provide ASA with:
  - i. Details of the position to which the person is proposed to be appointed, including, if required, a detailed job description and a copy of the criteria applied by the partner in assessing applicants for the position.

- ii. A detailed curriculum vitae of the person, including details of their relevant qualifications and experience.
- iii. If required by ASA, the results of reference and police checks; and
- iv. any other information ASA reasonably requires, to assess the suitability of the person for appointment by the partner to the intended position.

A report on the partner's staffing profile and staff approvals is included as part of *the Annual Audit Report*.

### **7.3. Delivery to Students**

Students enrolled in courses that are delivered under a partnership agreement retain all of the rights and responsibilities afforded to ASA students.

The partnership agreement must specify responsibility for student support, services, and access to facilities. These supports will typically include safety, wellbeing, counselling, transition support, orientation, academic learning support, monitoring of student progress, facilities and educational materials, and access to grievances and complaints processes.

The quality of teaching facilities, other facilities and support services provided to ASA students enrolled with a partner must be of a comparable standard to those provided to students enrolled in a similar course and mode of study at any other ASA campus.

ASA is responsible for conducting an annual assessment of the quality of the teaching facilities, other facilities, and support services provided to ASA students by the partner. The assessment exercise must include academic members of staff, ideally the Academic Dean and the partner's nominated delegates.

The annual assessment of teaching facilities, other facilities and support services is included as part of *the Annual Audit Report*.

In accordance with the Higher Education Standards Framework, ASA:

- a. is accountable for the quality of education and any services delivered by a partner on behalf of ASA where these are related to the issue of an Australian qualification; and
- b. must ensure that each agreement meets and continues to meet the requirements of the HESFs.

In accordance with the HESFs, all ASA students must be provided with the opportunity to provide feedback on their learning experience regardless of whether they are enrolled in units delivered by ASA or by an educational partner.

Where a course incorporates the partner's units, students must be afforded an opportunity to provide feedback on the quality of those units.

Where student performance or feedback results are below accepted ranges, the partner Course Coordinator is responsible for developing an action plan to address the issue in collaboration with ASA's Course Coordinator.

The partner Course Coordinator must include a report on student feedback as part of *the Annual Audit Report*. This includes a report on the outcomes of any plan/s put in place to address student feedback and is supplied to enable governance oversight as detailed in Section 9 of this procedure.

## 7.4. Learning Management Systems

Each arrangement will consider the best mechanism for students and staff to access a Learner Management System (**LMS**) and record the extent of access provided to ASA's Intellectual Property and LMS within the formal agreement.

All LMS arrangements should ensure that:

- training in the use of the LMS is provided,
- learning resources, support services, and staff are accessible when needed, and
- that there are no unexpected barriers, costs, or technology requirements for students.

## 7.5. Academic Integrity

The *Academic Integrity Policy* and the *Academic Misconduct Procedure* and associated materials apply to all students enrolled in ASA courses as part of a partnership agreement regardless of whether students are enrolled in units delivered by ASA or by the partner.

The partner's own policies and procedures also apply to ASA students enrolled under an agreement in addition to, but not instead of, the ASA policy suite.

The ASA Course Coordinator and the partner Course Coordinator are responsible for:

- a. ensuring all students and teaching staff in the course are aware of their obligations under the *Academic Integrity Policy* and the *Academic Misconduct Procedure* and associated materials and the *Student Code of Conduct*;
- b. referring suspected breaches of academic integrity for investigation; and
- c. including details on the incidence and outcomes of reported academic integrity breaches as part of the *Annual Partnership Academic Report*.

## 7.6. Moderation

The *ASA Student Assessment Policy*, the *Student Assessment Procedure*, the *Student Assessment Review Policy* and the *Student Assessment Review Procedure*, the *Moderation Policy* and the *Moderation Procedure* apply to all assessments delivered as part of partnership course delivery arrangements.

Partner teaching staff should participate in the moderation process; however, an ASA academic staff member must always lead the moderation process.

In addition:

- a. Where the assessment items for ASA units are set by the partner, the ASA Course Coordinator is responsible for approving these assessment tasks in writing.
- b. Where assessment items are graded by the partner, the ASA Course Coordinator is responsible for ensuring the results of these assessment items are moderated by ASA academic staff where the assessment task is worth more than 10% of the final grade.
- c. Where assessment items for an individual ASA unit are a combination of those set or graded by the partner and those set or graded by ASA, the ASA Course Coordinator is responsible for conducting an analysis of the consistency between grades for assessment items graded by the partner and those graded by ASA.

In the event of inconsistent moderation results, the partner Course Coordinator is responsible for developing a plan to address the issue, in collaboration with ASA's Course Coordinator.

The partner's Course Coordinator is responsible for providing a report on the moderation and integrity of assessment as part of the *Annual Audit Report*. This includes a report on the outcomes of any plan/s put in place to address issues of concern.

## 8. Governance

### 8.1. Joint Management Committee

All agreements between ASA and a partner must allow for the formation of a Joint Management Committee (**JMC**). The JMC has responsibility for the governance, strategic planning, regulatory compliance, and general oversight of the operation of the partnership.

The JMC will provide advice and recommendations based on the *Annual Audit Report* and the agreement KPIs.

The JMC will meet at such times as are necessary for it to properly discharge its functions (and at a minimum twice per year), as determined by the Chair.

Except where otherwise required to comply with regulatory or legal requirements, an ASA member will Chair the JMC and the JMC will have a majority of ASA members.

The CEO is responsible for determining the ASA membership of each JMC, upon recommendation from the Senior Management team. JMC's will include, at a minimum, in their membership:

- ASA CEO (Chair)
- ASA Academic Dean
- ASA delegate
- Partner delegate (senior management or equivalent)
- Partner delegate

The ASA Executive Assistant is responsible for JMC meeting administration, including clearance of the draft agenda and minutes by the JMC Chair and coordination of meetings and processes for JMC sub-committees (if any).

In addition to any responsibilities outlined in sections below, the JMC will:

- a. Oversee and ensure compliance with relevant regulatory requirements relating to the delivery of the course/s.
- b. Monitor, through the receipt of annual audits, the ongoing academic quality and operational viability of the course/s delivered by the partner under the agreement.
- c. Endorse the appointment of a course coordinator.
- d. Provide directives to the course coordinator to address any issues of concern raised as part of the annual quality assurance or as these otherwise arise.
- e. Provide advice to both partners' respective academic and corporate governing bodies as to the ongoing academic quality and operational viability of courses delivered under the agreement.
- f. Agree on student tuition fee rates under the agreement.
- g. Negotiate the expansion, extension, expiration or termination of the agreement as required; and
- h. as necessary, form sub-committees to provide expert advice or to oversee larger or more complex arrangements in which multiple courses are delivered.

## 8.2. Corporate governance

The ASA Board retains ultimate authority and accountability for all aspects of educational partnerships. The CEO has delegated authority to enter into agreements below a nominated value as per the *Delegations of Authority Register*. All other agreements must be approved by the Board.

The Board will oversee any educational partnerships through reporting and monitoring activities specified in *Section 9 Quality Assurance and Monitoring*. The Board will monitor the suitability and alignment of all educational partnerships with ASA strategic goals and objectives.

## 8.3. Academic governance

The Academic Board has delegated authority from the Board to oversee all matters relating to academic governance and delivery as per the *Governance Charter* and the *Delegations of Authority Register*.

The Academic Board will receive regular reports, detailing the performance and monitoring of the academic outcomes of any partnerships including:

- Approval of applicable policy and procedure pertaining to partnership agreements.
- Implementation of the academic quality assurance cycle and access to the *Annual Audit Reports*.
- Course reviews and associated review action plans –as linked to course review cycles.

## 8.4. Stakeholder Management

The ASA CEO will appoint a Relationship Manager to be the primary liaison between ASA and the partner regarding operation of the agreement.

Other staff are required to contribute to the management of the partnership, and the associated services and reporting responsibilities as per *Table 2* in Section 11, Roles and Responsibilities.

Communication between ASA staff and the partner staff, particularly in delivery or operational groups is encouraged and facilitated through the Senior Management team, or partner equivalent, with appropriate alignment and messaging managed by the primary liaison. It is vitally important that staff and students identify with ASA and have a sense of belonging.

Effective and efficient stakeholder management requires clear identification of key stakeholders, mutual understanding of the desired engagement level and frequency that aligns with the priorities of the partnership and provides an open dialogue to address any identified risk or issue. Consideration should be given to:

- structured and unstructured communication
- time zone differences
- clear contact points for staff and students
- professional accreditation requirements
- a culture of engagement that builds networks and connections, and
- regulatory and governmental requirements.

## 9. Quality Assurance and Monitoring

ASA will receive audits and reporting on courses and/or services as part of quality assurance, as specified in the agreement. The purpose of these reports is to assess the level of academic and business performance being delivered by partners and to monitor any improvement activities.

The following reports are required to ensure enable quality assurance and oversight for educational partnerships:

- *Annual Audit Report*
- *Interim Agreement Audit* to assess the quality and value to all parties during Year 3.
- *Risk Assessment and Management Plan - Interim Delivery* during Year 3.
- *Comprehensive Agreement Audit* to review the outcomes of the agreement, prior to the last 6 months of an agreement.
- *Risk Assessment and Management Plan – Renewal* prior to the last 6 months of an agreement.

Annual reports must be completed within agreed timeframes as determined at the first JMC meeting for the partnership and provided to the Joint Management Committee and the ASA Academic Board. *Annual Audits* will contribute to *Interim* and *Comprehensive Audits*.

The *Comprehensive Agreement Audit* will report on the trends and the progress against any recommendations provided within the *Interim Agreement Audit*.

If the agreement is for a shorter duration, the annual reports will be produced as scheduled and the other reporting will be adjusted to suit the adjusted timeframes.

Where a partner breaches the terms of an agreement, ASA must investigate the reasons for the breach and provide ASA with a detailed plan for rectifying the issue. Failure to comply with an agreed rectification plan may result in termination of the Agreement, in accordance with the terms of the agreement.

## 9.1. Monitoring, Review and Improvement

ASA will undertake a systematic and tiered process of review to ensure that the quality and standards of its courses and qualification are maintained and enhanced over time.

ASA may request reports from the partner at any time during the term of the agreement in order for ASA to satisfy itself that the partner is performing its obligations under the agreement.

*Table 1: Reporting Requirements*

Timeline	Activity	Oversight
Throughout agreement lifecycle, frequency to be determined by context and risks to quality.	<ul style="list-style-type: none"> <li>• Unit reports</li> <li>• Course-level evaluations</li> <li>• Student survey results and feedback</li> </ul> <p>Reports to include reference to academic quality assurance indicators and contextual data.</p>	JMC, then Academic Board.
Year 1	<ul style="list-style-type: none"> <li>• <i>Annual Audit Report</i></li> </ul>	JMC, then Academic Board. Noted by Board of Directors.
Year 2	<ul style="list-style-type: none"> <li>• <i>Annual Audit Report</i></li> </ul>	JMC, then Academic Board. Noted by Board of Directors.
Year 3	<ul style="list-style-type: none"> <li>• <i>Annual Audit Report</i></li> <li>• <i>Interim Agreement Audit</i></li> <li>• <i>Risk Assessment and Management Plan - Interim Delivery</i></li> </ul> <p>Interim Audit may trigger agreement changes, suspension, or termination.</p>	JMC, then Academic Board. Noted by Board of Directors.  Direction from Board of Directors regarding the status of the partnership agreement.
Year 4	<ul style="list-style-type: none"> <li>• <i>Annual Audit Report</i></li> </ul>	JMC, then Academic Board. Noted by Board of Directors.

Timeline	Activity	Oversight
During Year 4 and 5, prior to contract renewal	<ul style="list-style-type: none"> <li>• <i>Annual Audit Report</i></li> <li>• <i>Comprehensive Agreement Audit</i></li> <li>• <i>Risk Assessment and Management Plan – Renewal</i></li> </ul> <p>Comprehensive Audit informs agreement variation, renewal, or cessation.</p>	<p>JMC, then Academic Board. Noted by Board of Directors.</p> <p>Direction from Board of Directors regarding the status of the partnership agreement.</p>

### 9.1.1. Annual Audit Report

The partner is responsible for the creation and presentation of the *Annual Audit Report* each year to the JMC and then ASA's Academic Board. The report must be approved by the JMC Chair before presentation.

Annual reporting timeframes will be determined by the JMC to examine the extent to which each party has fulfilled their contractual obligations for the previous academic year and to inform continuous improvement.

The *Annual Audit Report* will include, at a minimum:

- a. Student trend data, with reference to appropriate benchmarks, for the course/s:
  - i. admissions
  - ii. enrolments
  - iii. success
  - iv. retention
  - v. progression
  - vi. completions, and
  - vii. articulation or transition from enrolment.
- b. The outcomes of visits and the annual assessment of teaching facilities, other facilities and support services.
- c. Summary data on student satisfaction and complaints with the course/s content and delivery, and the actions taken or planned in response to student feedback.
- d. A summary of academic integrity matters including a summary of the outcomes of all breach allegations in the preceding year.
- e. Implementation of processes for moderation and integrity of assessment including the outcomes of any plan to address areas of concern.
- f. Summary details of the academic qualifications of teaching staff appointments and ongoing staffing profile.
- g. Partnership outcomes for the year against the KPIs.
- h. Identification and management of risks to quality or performance.
- i. Evidence and assurance of compliance with the HESFs, in country legislation, and any additional professional or regulatory accreditation requirements.

The Chair of the JMC, in collaboration with JMC members, is responsible for directing the partner Course Coordinator to implement an action plan addressing any areas of concern. The outcomes of the action plan will be reported in the subsequent year's *Annual Audit Report*.

### 9.1.2. Interim and Comprehensive Audit Report

The partner is responsible for the creation and presentation of the *Interim Audit Report* and the *Comprehensive Audit Report*.

An *Interim Audit Report* is required at least every three years to the JMC and then to ASA's Academic Board. The report must be approved by the JMC Chair before presentation.

The *Interim and Comprehensive Audit Reports* should consider the summary and trend data provided by the *Annual Audit Reports* to analyse and provide assessment of, and recommendations to improve, the quality and performance of the partner and the agreement.

The *Interim and Comprehensive Audit Reports* will be presented to the ASA Board to assist the Board in considering the ongoing status of the agreement and any amendments required to ensure appropriate risk management and assurance of quality.

The *Comprehensive Audit Report* will consider the recommendations of the *Interim Audit Report* and assess the efficacy of the strategies recommended or other applied strategies.

### 9.1.3. Updates to the Risk Assessment and Management Plan

The Director Quality and Compliance will update the *Risk Assessment and Management Plan* at the mid-point and the end point of each agreement using information and data provided in the various audit reports.

The *Risk Assessment and Management Plan – Interim Delivery / Renewal* will be presented to the ASA Board to assist the Board in considering the ongoing status of the agreement and any amendments required to ensure appropriate risk management and assurance of quality.

## 10. Renewal and Cessation

### 10.1. Review and renewal of an agreement

The ASA Board will determine if a partnership is suitable for **renewal**.

Responsibilities and authority to approve renewal of an agreement are the same as for formal approval, as outlined in Section 6 Formal Approval and Record of Partnerships of this procedure.

Prior to renewal of a partnership agreement, the ASA Board must be presented with the below listed documents to inform renewal or cessation determinations:

- *Interim Audit Reports*
- *Comprehensive Audit Report*
- *Risk Assessment and Management Plan – Renewal / Cessation*
- *Business Case – Renewal / Cessation*
- *Academic Proposal – Renewal / Cessation*
- endorsement of the Academic Board, if provided,
- any other relevant assessments or reviews conducted during the agreement; and
- the specific agreement.

The ASA Board will consider the documents as well as ASA's business context to determine if the partnership is suitable for **renewal**.

In the case that revisions to the documentation is necessary, the CEO will review and resubmit documentation to the Board as requested.

The CEO will advise the ASA Senior Management team. The Relationship Manager will inform the partner. The JMC Chair will inform the JMC.

## **10.2. Variation and cessation of an agreement**

Agreements may be varied during the agreement term to better reflect the needs and operations of both parties and associated staff and students.

A determination may be made to not renew an agreement at the end of the agreement term.

When seeking to vary or not renew an agreement, the JMC and the ASA Board must be provided with a Business Case – Cessation that summarises:

- the reason for the variation / cessation;
- the projected impact on students and staff; and
- any legal or regulatory requirements and mandated notification periods.

Where there are international students on student visas accepted or studying in a program delivered by a partner, the Director Quality and Compliance must advise and receive TEQSA approval of any changes to the agreement with the partner prior to the changes being made.

If an Academic Program is to be discontinued, any students within that program must be supported to either complete the program within the designated 'teach-out' period or transitioned to another program of a similar nature.

If any change is made to an Academic Program, ASA must ensure all students enrolled in that course are informed of the change, and if relevant, any applicable transitional arrangements or options.

## **10.3. Termination of an agreement**

Educational partnership agreements may be terminated in advance of the expiry date of an agreement according to the termination or exit clauses incorporated in the agreement.

When seeking to terminate an agreement, the JMC and the ASA Board must be provided with a report that summarises:

- the reason for the termination and associated evidence;
- the projected impact on students and staff;
- appropriate advice, support, and transition arrangements for currently enrolled students; and
- any legal or regulatory requirements and mandated notification periods.

Termination of an agreement is approved by the CEO or Board, according to the *Delegation of Authority Register*.

Where an agreement is terminated in advance of the agreement's nominated expiry date, appropriate advice, support, and transition arrangements must be initiated for currently enrolled students, as outlined in the agreement.

## **11. Roles and Responsibilities**

The Chief Executive Officer (**CEO**) and the Senior Management team are responsible for leading the development, management, and quality assurance of educational partnerships across ASA.

Table 2: Roles and Responsibility

Role / Decision/Action	Responsibility/ Support Staff	Conditions and limitations
Determination of definitions and structures for types of academic partnerships.	CEO	Subject to the <i>Delegations of Authority Register</i> . May require approval by the Board and in alignment with ASA's Strategic Plan.
Determination of processes for development, approval and renewal of partnerships.	CEO	In alignment with ASA's Strategic Plan and ASA policy.
<i>Risk Assessment and Management Plan</i>	DQC SM team	Coverage of items in Section 4.1 Due Diligence. Provided and updated for investigation, formal approval, interim delivery, and renewal / cessation.
<i>Business Case</i>	CEO DIR	Provided and updated for investigation, formal approval, and renewal / cessation.
<i>Academic Proposal</i>	AD DLI	Provided and updated for formal approval and renewal / cessation.
Operational Consultation	Relationship Manager SM team	Provided and updated for formal approval and renewal / cessation.
Amendment of <i>General TNE Partnership Checklist</i> for context.	AD / DIR CEO / DQC	Inclusion of in-country requirements to be sourced from partner.
Agreement content and requirements.	SM team	May require approval by the Board and in alignment with ASA's Strategic Plan.
Revenue sharing or commission arrangements.	CEO / FM	AS per CEO partnerships goals and purpose. Subject to the <i>Delegations of Authority Register</i> . May require approval by the Board and in alignment with ASA's Strategic Plan.
Formal contract for Agreement	Legal counsel CEO	Subject to the <i>Delegations of Authority Register</i> . May require approval by the Board and in alignment with ASA's Strategic Plan.
Maintenance of <i>Contract Register</i>	FM	ASIC / ATO reporting requirements to be followed.
Maintenance of <i>Articulation Agreement Register</i>	AD	Academic credit arrangements only. Provide reports to Academic Board.
Appropriate publication and communication of agreements to applicants, students, and agents.	DIR DSE	Only once all requirements for formal agreements or cessation are met.
Notification to TEQSA and compliance with associated legislation.	DQC	Australian jurisdiction only. In alignment with TEQSA's Material Change Policy and legislative framework including ESOS.
Professional accreditation in Australia	AD	Australian jurisdiction only.
Partner onboarding	JMC SM team	As per the agreement requirements.
Facilities and Resources	Partner DSE / AD	As per the agreement requirements.
Student support and safety (non-academic)	Partner DSE / AD	As per the agreement requirements.

Role / Decision/Action	Responsibility/ Support Staff	Conditions and limitations
Academic delivery and support	Partner AD / ASA Course Coordinator	Reports to Academic Board.
<i>Annual Audit Report</i>	Partner ASA Course Coordinator	Reports to JMC, and Academic Board. Noted by Board.
<i>Interim Agreement Audit</i>	Partner AD/ DQC	Reports to JMC, and Academic Board. Noted by Board.
<i>Comprehensive Agreement Audit</i>	Partner AD/ DQC	Reports to JMC, and Academic Board. Noted by Board.
Monitoring of the quality and regulatory compliance of agreements	JMC AB	A regular report must be provided to the ASA Academic Board and Board.
Renewal / Variation / Cessation / Termination	JMC CEO / SM team	Must be consistent with the terms of Agreement and consideration given to impacted students and staff. Report must be provided to Board.

*Note: the acronyms used in the table above are as follows.*

*AB - Academic Board (ASA)*

*AD - Academic Dean*

*ASIC - Australian Securities and Investment Commission*

*ATO - Australian Taxation Office*

*CEO - Chief Executive Officer*

*DIR - Director of International Recruitment*

*DLI - Director Learning Innovation*

*DQC - Director Quality and Compliance*

*DSE - Director Student Experience*

*ESOS - Education Services for Overseas Students Framework*

*FM - Finance Manager*

*JMC - Joint Management Committee*

*SM team - Senior Management team*

## 12. Version Control

This Procedure has been reviewed and approved by the Board of Directors as at November 2024 and is reviewed every three years.

This Procedure is published and available on the ASA website <https://www.asahe.edu.au/policies-and-forms/>.

Change and Version Control				
Version	Authored by	Brief Description of the changes	Date Approved:	Effective Date:
2024.1	Director Quality and Compliance	New procedure to describe requirements for educational partnerships. Benchmarked with 5+ other providers and aligned with the TNE Toolkit.	21/11/2024	28/11/2024

## Appendix 1 Educational Partnerships Approval Process Flow Chart

