

Establishment and Operational Requirements for Partner Provider Agreements Procedure

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Purpose

The University offers its courses to students through a number of partner providers both within Australia and off-shore. Partner Provider Education Agreements are legally binding contracts with a partner, university, or institution of learning for the delivery of a University course.

The purpose of this procedure is to identify the operational requirements for both partner providers and the University prior to and after signing an agreement.

Principles and Framework

Course delivery arrangements with partner providers shall be underpinned by the following principles:

- Students enrolled in university units are entitled to all the concomitant rights and responsibilities, whether their learning experience is with the University directly, or with one of the University's partner providers.
- The University bears ultimate responsibility for the quality of its units, the student experience, and compliance with all relevant Regulatory standards, including TEQSA standards and the ESOS Act 2000 (for international students studying in Australia under a student visa). Nothing in the arrangements with partner providers shall override the responsibilities of the University Council or its Academic Board and their policies and procedures.

- Programs and units provided through partner providers must apply academic standards and lead to learning outcomes which are equivalent to those of courses and units provided directly by the University.

Scope

This procedure applies to all University courses which are delivered or administered by partner providers and must be applied by all University staff involved in the delivery and administration of these courses. This includes but is not limited to:

- Academic and general staff of relevant Institutes or Schools.
- Staff involved in the approval process and on-going administration of the courses, including the, Finance, Student Management and Systems, and Global and Engagement Portfolio sections as appropriate.

Partnerships must:

1. be established and approved in accordance with the appropriate delegations and authorities
2. comply with relevant laws (including international jurisdictional laws and regulations) as well as University policies, procedures and directives
3. for offshore international arrangements, be consistent with Australian foreign policy and reported and approved as required by [Australia's Foreign Relations \(State and Territory Arrangements\) Act 2020](#) and [Foreign Influence Transparency Scheme Act 2018](#).

Definitions

| Term: | Definition: |
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| Agreement/Contract: | An Education Agreement between the University and a partner provider. |
| Census Date: | The census date is the date on which a student's enrolment is finalised for a unit and applicable fees and charges are incurred. It is therefore the last day to withdraw from a unit without incurring a financial liability for that unit, and have it removed from the official academic record. |
| Course: | A single subject comprising part of a course. |
| CSP: | Commonwealth Supported Place. |
| BAC: | Budget Advisory Committee. |
| DVC | Deputy Vice Chancellor |
| ESOS: | Education Services for Overseas Students Act. |
| Intake: | A set of students selected and enrolled to commence a course at the same time. |
| Invoice: | University Debtor's Invoice generated to charge partner provider our component of Tuition Fee's. |
| ITS: | Information Technology Services. |
| IA: | International Admissions. |
| International Student: | A student who is not an Australian citizen or a New Zealand citizen or not a holder of an Australian permanent residency visa, who is studying a |

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| | university course on-shore in Australia with a student visa, or at an off-shore location. |
| Location: | The University partner provider Campus Location. |
| GPS: | Global Professional School |
| Minimum Numbers: | Number of students required to commence an intake. |
| MOU: | Memorandum of Understanding. |
| Organisation: | The partner provider. |
| Organisation Fee: | The amount payable to the organisation. |
| Partner Provider: | Educational institution providing units and courses of the University through an approved Education Agreement (also known as Third Party Provider). |
| Program: | A course of learning based on a curriculum, training package, units of study, or structured workplace learning which leads to an award. Non-award studies include courses for professional development, education development, general interest and preparation for study offered by the University. |
| Schedule of Enrolment: | Partner Provider Schedule listing student enrolment details. |
| What is a Core Entity | <ul style="list-style-type: none"> - states and territories, state and territory governments, departments and agencies (core State/Territory entities) - a foreign country, its national government and a department or agency of that national government (core foreign entities) |
| What is a Non-Core Entity | <ul style="list-style-type: none"> - local governments, and Australian public universities (non-core State/Territory entities). - a province, state, self-governing territory, region, local council, municipality or other political subdivision of a foreign country (including its governments, departments, agencies), an authority of a foreign country established for a public purpose, and a foreign university that does not have institutional autonomy (non-core foreign entities). |
| Core Foreign Arrangement | A core foreign arrangement is an arrangement between a core State/Territory entity and a core foreign entity |
| Non- Core Foreign Arrangement | A non-core foreign arrangement is an arrangement between: <ul style="list-style-type: none"> • a core State/Territory entity and a non-core foreign entity, • a non-core State/Territory entity and a core foreign entity, or • a non-core State/Territory entity and a non-core foreign entity. |
| Student: | A person enrolled in a FedUni Program. |
| Student Management System: | The University 's Student Information Management System, Campus Solutions. |
| Tuition Fees: | The fees payable by students for the Programs as determined by the parties. |

VC:

Vice-Chancellor of Federation University Australia.

Actions

Part A: Establishing a partner agreement

In order to ensure consistent and transparent processes, the development of new Partner Provider agreements or the renewal of existing agreements are subject to an International Partner Provider Approval Process. The University has developed a holistic approach that encompasses the following stages:

- Opportunity Identification
- Due Diligence and Business Case.
- Final Approval Process.
- Implementation of the Agreement.

The above stages are structured as follows:

1. Opportunity Identification Stage

| | ACTIVITY | RESPONSIBILITY | STEPS |
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| A | Identify potential partner | Extended Leadership Team (ELT) | 1. Send enquiry regarding potential partnership opportunity |
| B | Approval to proceed to assessment of potential partner | Vice-Chancellor, Deputy Vice-Chancellor (Global and Engagement), Dean, Global Professional School | 1. Potential partner identified and initially screening conducted to ensure that it aligns and complements the University's vision, values, international strategic priorities, and business needs; as well as strategically aligns with the University's existing and prospective partnership arrangements. 2. Approval to proceed to investigate desirability, feasibility and viability of the opportunity |
| C | Collect data to assess the opportunity and the potential market | Director, Global Market Development | 1. Collect data on the opportunity and the potential mark 2. Review data on the opportunity and potential market including: <ul style="list-style-type: none"> • Marketing screening |

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| | | | <ul style="list-style-type: none"> Market assessment |
| D | Evaluate Opportunity | Director, Global Market Development | <ol style="list-style-type: none"> Undertake a feasibility study and assessment of the opportunity to fully assess the opportunity, evaluate alternatives, select the preferred business strategy, and assess the feasibility of the business opportunity/ project/ product. Opportunity Evaluation to include: <ol style="list-style-type: none"> Institution Country Proposal Propose courses of collaboration Profile of the Institute Any other collaborations NOOSR Standing/ University rankings Risk Strengths Expected number of students headcount Country job growth projections Recommendations |

2. Due Diligence and Business Case Stage

| | ACTIVITY | RESPONSIBILITY | STEPS |
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| A | Commence Due Diligence checklist | Dean, Global Professional School o nominee | <ol style="list-style-type: none"> The proposed partner provider will be forwarded an Education Partner Due Diligence Checklist to complete |
| B | Preparation of Business Case | Director, Global Market Development | <ol style="list-style-type: none"> The Business case must include consultation with administrative and support areas where appropriate (such as; Finance; Quality and relevant Institutes). Business case to include objectives and success criteria, market intelligence, |

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| | | <p>Associate Director, Financial Planning, Budget and Procurement</p> <p>Chief Financial Officer or nominee</p> | <p>financial modelling, and deliverables.</p> <ol style="list-style-type: none"> Product and Process specifications defined and finalised Operations Planning and development: Overall requirements for operations, facilities, and maintenance of the business Where the partner proposal includes domestic students, and with authorisation from the Deputy Vice Chancellor, Academic, seek approval from the Commonwealth Government for the provision of CSP funded domestic studentcourses to be delivered by the partner. No contract for the provision of CSP funding at TAFE partner delivery locationscan be entered into without prior approval by the Commonwealth Government via this process. Note: The University will not seek approval for CSP funding of domestic students at international partner provider locations. Financial modeling approved. |
| C | Complete and Review of Due Diligence | Dean, Global Professional School or nominee | <ol style="list-style-type: none"> Due Diligence Report obtained, and any follow-up undertaken. Site visit where deemed necessary. |
| D | Review of proposed partnership model | Dean, Global Professional School DVC Global and Engagement | <ol style="list-style-type: none"> Business Case to the presented Senior Team for discussion in light of risk, reputation and revenue including, an analysis of the proposal against the University's International Strategic Plan, examination of the business plan and financials, and the fit of academic direction. |

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| | | | 2. The DVC Global and Engagement makes a determination to approve or not approve the proposal and reports to the VC. |
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3. Final Approval Process

| | ACTIVITY | RESPONSIBILITY | STEPS |
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| A | Contract Drafted | Legal | 1. Legal office proceeds to draft the contract as directed by the Dean, GPS. |
| B | Site Inspection | Dean, GPS., the DVC Global and Engagement or the VC. | 1. Prior to the official signing of the contract, site inspections will be conducted by an authorized agent of the university. |
| C | Contract Negotiation | Deputy Vice Chancellor (Global and Engagement) or Dean, Global Professional School Legal | 1. The contract will be negotiated through the GPS/ Legal office in consultation with the relevant Executive Dean (including start date, teaching location(s), financial arrangements and approved courses for delivery). |
| D | Draft contract lodged with Foreign Arrangements Scheme Online Portal | Legal or nominee | 1. In line with Australian Foreign Relations (State and Territory Arrangements) Act 2020 and Australian Foreign Relations (State and Territory Arrangements) Rules 2020 the agreement must be lodged with the "Foreign Arrangement Scheme Online Portal". See Foreign Arrangements Notification Procedure CG2052 |
| E | Contract draft reviewed by partner | Partner | 1. Agreement draft reviewed by partner |
| F | Agreement signed | Dean, GPS | 1. Final agreement counter signed by both parties in accordance with financial delegations. |
| G | Agreement recorded on central register | Manager, Global Professional Services | 1. The executed contract will be entered on the provider database, filed in the Legal office, with a signed hard copy |

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| | | Legal | provided to the relevant Institute, and Manager International and Strategic Compliance, GPS, and Council notified. |
| H | Updated version of contract lodged with the " Foreign Arrangements Scheme Online Portal " | Legal or nominee | <ol style="list-style-type: none"> 1. In line with Australian Foreign Relations (State and Territory Arrangements) Act 2020 and Australian Foreign Relations (State and Territory Arrangements) Rules 2020 the agreement must be assessed and, if notifiable, lodged with the "Foreign Arrangement Scheme Online Portal". See Foreign Arrangements Notification Procedure CG2052 2. Within 14 days of entering into a notifiable arrangement: The portal must be updated confirming the arrangement is now an existing arrangement, with effective commencement / expiry dates of the arrangement and who the signatories were to the arrangement. A copy of the final agreement/ contract must be uploaded to the portal to confirm any alterations to the arrangement made during negotiations. |
| I | Amendment / Termination documentation | | <ol style="list-style-type: none"> 1. All contractual documents issued through the life of a notifiable the agreement are to be updated through the "Foreign Arrangements Online Scheme Portal". This includes: <ul style="list-style-type: none"> • Deeds of Variation • Termination Correspondence |
| J | Local Government approval | Partner Dean, GPS | <ol style="list-style-type: none"> 1. Where an offshore international agreement requires local government approval for the contract to be operationalized, that approval must be granted prior to any marketing and or delivery. |

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| | | | 2. Prepare supporting documentation required on to the local government. |
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Part B: Operationalisation of the Partner Agreement

1. Implementation of the Agreement

| | ACTIVITY | RESPONSIBILITY | STEPS |
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| A | CRICOS registration and TEQSA material change | Manager International and Strategic Compliance, Quality | <ol style="list-style-type: none"> 1. Upon receipt of a copy of the signed legal agreement, where delivery involves international students studying in Australia, initiate CRICOS registration as required. 2. Advise Manager, International and Strategic Compliance of the relevant CRICOS codes for relevant courses. |
| B | Notification of relevant stakeholders | Manage, Global Professional Services | <ol style="list-style-type: none"> 1. Notify the relevant sections as identified in the NewPartner Provider agreement checklist <ul style="list-style-type: none"> • Student Management and Systems. • GPS: International Admissions, Global Academic Services, Global Professional Services and International Student Services • Finance (Student Fees). • Library. • Schools/Institutes. • Information Technology Services ITS. • Quality, Surveys and Records 2. Tabling of item at GPS Board for noting re new agreement 3. Log a job on the PMC portal for system set up |
| C | Set up of systems | Manager, Registrar Services | <ol style="list-style-type: none"> 1. Upon receipt of the agreement and portal request, initiate registration of the partner provider on the Student Management Systems and |

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| | | | <p>make relevant notifications once completed.</p> <ol style="list-style-type: none"> 2. Configure all courses and associated units at the partner location, as identified in the contract. 3. Add partner location to the Complaints Portal. |
| C | Set up of financial systems and processes | Associate Director, Finance | <ol style="list-style-type: none"> 1. Finance to set up systems in accordance with the signed agreement |
| D | Marketing and recruitment plan, support and processes | <p>Manager, International Marketing and Student Recruitment</p> <p>Partner</p> | <ol style="list-style-type: none"> 1. Initiate contact with the Partner Provider for approval processing of marketing materials and provision of marketing templates 2. Final marketing plan: including product/offering description, market position, target market segments, and marketing/communications / social media plan. 3. Provision of Brand guide, marketing approval process and any relevant brand templates |
| E | Initiate awareness of processes and procedures, Training and Partner Support | Manager, Global Professional Services or Manager, Transnational Education | <ol style="list-style-type: none"> 1. Forward a copy of the Partner Operational Manual to the partner provider. 2. Provide training and resources in accordance with the Partner Operational Manual. |
| F | Admissions process and procedure | International Admissions Manager | <ol style="list-style-type: none"> 1. Provide template of Letter of Offer and Acceptance Agreement. 2. Undertake admissions system training with partner staff |
| G | Systems access for partner | <p>Manager, Global Professional Services</p> <p>Partner</p> <p>ITS</p> | <ol style="list-style-type: none"> 1. Outline to partner systems and processes for which the partner provider will require access and identify the appropriate roles for this. 2. Send instructions for gaining systems access 3. Partner provider to sending systems access requests 4. Access granted |

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| H | Reporting of Partner provider performance | Dean, Global Professional School or nominee | <ol style="list-style-type: none"> 1. Regular reporting of report partner provider activities to <ol style="list-style-type: none"> a. Academic Board b. Learning and Teaching Quality c. VCST |
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2. Program Administration

The Agreement sets out the legal responsibilities of both parties. The Provider Responsibilities Statement details the responsibilities of the University which will lie within the appropriate academic unit and across the portfolios.

The operational requirements of partnerships are detailed in the University's Partner Operational Manual.

Responsibilities

The Administrative Requirements are set out within the ??? Section. Individual functional areas are responsible for the development of their own procedures relating to the relevant identified areas.

Supporting Documents

- ESOS Act 2000.
- [Delegations - Contract, Financial, Staffing and Tender Procedure](#)
- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (2018)
- Australia's Foreign Relations (State and Territory Arrangements) Act 2020
- Australia's Foreign Relations (State and Territory Arrangements) Rules 2020
- [Foreign Arrangements Notification Procedure](#) CG2052
- Higher Education Framework

Associated Documents

- Due Diligence Checklist.
- Business Case.
- [Quality Framework](#).
- Request to Raise a General Ledger Project Code Account Form C.
- Request to Raise a General Ledger Project Code Account Form D.
- CRICOS Registration Form.
- [Higher Education International Student Refund Procedure](#).
- Partner Operational Manual

Records Management

| Title | Location | Responsible Officer | Minimum Retention Period |
|--------------------------------|--------------|---------------------|----------------------------------|
| Business Case | GPS | Dean, GPS | 5 years from expiry of agreement |
| Due Diligence Checklist | GPS | Dean, GPS | 5 years from expiry of agreement |
| MOU | Legal office | Manager, Governance | 5 years from expiry of agreement |
| Signed Contract | Legal office | Manager, Governance | 5 years from expiry of agreement |

Implementation

The Operational Requirements for Partner Provider Agreements Procedure will be implemented throughout the University via:

1. an Announcement Notice under 'FedNews' on the 'FedUni' website and through the University Policy - 'Recently Approved Documents' webpage to alert the University-wide community of the approved Procedure;
2. inclusion on the University Policy, Procedure and Forms website;
3. inclusion of Procedure within the Partner Provider Manual distributed to Institutes, Schools and Partner Providers; and
4. training of staff upon request by the Manager, International Providers & ESOS Compliance.