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## 1 PURPOSE

- 1.1 This policy and procedure provides a framework for establishing, managing and evaluating partnership agreements to fully maximise their potential benefit. This document will ensure partnership agreement:
- activities offer CQUniversity value in terms of return on investment and are aligned with CQUniversity's values and strategic goals
  - opportunities are effectively coordinated and assessed fairly and comprehensively, and
  - are effectively managed and systematically evaluated to meet CQUniversity's ongoing needs.

## 2 SCOPE

- 2.1 This policy and procedure applies to
- CQUniversity employees
  - the University Council and Committees
  - CQUniversity controlled and non-controlled entities
  - contractors or third parties acting on behalf of CQUniversity, and

- all CQUniversity areas participating in partnership activities that include the use of the CQUniversity brand, name or authorised logo or image.
- 2.2 This policy and procedure applies to partnership agreements that relate to any of the following:
- a) academic cooperation (learning and teaching, training, research and research training)
  - b) dual and joint degrees
  - c) employee and student exchange
  - d) study abroad (mobility)
  - e) transnational education
  - f) industry collaboration
  - g) community support engagement obligations
  - h) work-integrated learning experiences for students
  - i) professional development exchanges, and
  - j) co-provider/third-party delivery arrangements.
- 2.3 This policy and procedure does not apply to business agreements for delivering services to CQUniversity on a commercial or employment basis, including:
- a) procurement arrangements for the supply of goods or services
  - b) property transactions such as leases, acquisition or sale of assets or licences for use
  - c) employment and consultancy arrangements
  - d) education agent agreements
  - e) articulation and pathway arrangements
  - f) sponsorships
  - g) scholarships
  - h) Research Higher Division (Offshore) courses, and
  - i) contractual arrangements that provide CQUniversity with student work placement services.

### **3 POLICY STATEMENT**

#### **Purpose of partnership agreements**

- 3.1 CQUniversity's partnership agreements support the achievement of University strategic goals and purpose to provide world-class, transformative education and research for our students, partners and communities across Australia and internationally. These agreements engage both industry and community, support the CQUniversity brand, and contribute to increasing student enrolments, student experiences and new business.
- 3.2 Partnership agreements are used as an important tool to raise awareness and the profile of CQUniversity, enhance reputation, access target markets and engage with communities. As such, partnership agreements require formal management and involvement by senior and other relevant employees.
- 3.3 Formal partnership documents set out objectives, responsibilities and mechanisms for managing the partnership and ensure that all parties are aware of the requirements and implications of the partnership and demonstrates commitment to agreed outcomes.

#### **Partnership agreement principles**

- 3.4 The key requirements for management of partnerships are:
- executive sponsorship – at University executive level

- University awareness – to build understanding of CQUniversity partnerships and ensure these align to University values and goals, and
- ongoing management – regular, performance based, accountable.

3.5 The following principles apply to partnership agreements:

<b>Complexity of partnership agreement</b>	<b>Explanation</b>	<b>Action</b>	<b>Authorised Approval Delegate</b>
Simple	<ul style="list-style-type: none"> <li>• Two organisations work collaboratively to share knowledge and information to achieve a common objective.</li> <li>• The partnership is sustainable.</li> <li>• Financial annual costs are less than \$50,000.00 to reflect University in-kind support.</li> </ul>	<p>Memorandum of Understanding.</p> <p>Partner agreement that meets simple criteria e.g. local student placement opportunity.</p> <p>May be a contractual agreement.</p> <p>File in University Record System.</p>	<p>Vice-Chancellor and President, Chief Operating Officer, Vice- Presidents, Deputy Vice-Presidents, Directors, Deans of Schools, Associate Vice-Presidents</p> <p>And</p> <ul style="list-style-type: none"> <li>• Vice-President (Student Success) for all international partnerships</li> <li>• Vice President (Academic) and Deputy Vice-President (Indigenous Engagement) approval for all partnerships that involve Indigenous organisations, communities or students.</li> </ul>
Complex	<ul style="list-style-type: none"> <li>• Two or more organisations work together to achieve several objectives.</li> <li>• The partnership is sustainable.</li> <li>• Financial annuals costs are greater than \$50,000.00.</li> <li>• Must follow University delegated approval processes.</li> </ul>	<p>Partnership Case providing explanation of partnership, outlining costs and predicted revenue.</p> <p>Contractual Agreement.</p> <p>File in University Record System.</p>	<p>Vice Chancellor and President, Chief Operating Officer, Vice-Presidents.</p>

## Types of partnership agreements

3.6 Partnership agreements may be established in the form of a Memorandum of Understanding (MOU) (non-legally binding) or a contractual (legally-binding) partnership agreement with a partner external to CQUniversity. Unless a MOU is specifically required, the appropriate partnership agreement should be developed as first preference for an agreement between partners.

## Conditions required for partnership agreements

3.7 All partnerships must possess the following core criteria:

- benefits CQUniversity as a whole
- is consistent with CQUniversity's strategic direction, core values and brand attributes
- is relevant to the region, state, national or international audiences

- creates opportunities for CQUniversity to build relationships with organisations and leaders
  - provides opportunities for employee and/or student participation
  - delivers mutually beneficial outcomes
  - enhances CQUniversity's reputation and profile
  - offers promotional opportunities for CQUniversity
  - contributes to a positive student and employee experience
  - complies with the University's governance framework and relevant legislation and standards, including the [Education Service for Overseas Student \(ESOS\) Act 2000](#) (Cwlth), [Higher Education Standards Framework \(Threshold Standards\) 2021](#) (Cwlth), and [Standards for Registered Training Organisations \(RTOs\) 2015](#) (Cwlth), and
  - provides business opportunities such as acquisition of new students, growth of education and financial sustainability of the University.
  - reflects the University's capacity to meet the commitments contained in the partnership documentation
  - contains clear and unambiguous outcomes, and
  - includes evaluation/review mechanisms.
- 3.8 CQUniversity will not consider partnership agreements that:
- may be construed as prejudiced or otherwise discriminatory
  - present a reputation risk
  - presents a financial risk outside of University risk management principles, or
  - conflict with CQUniversity's interests.
- 3.9 All partnership agreements must comply with any Australian or offshore legislative, regulatory or government policy requirements that apply to the activities governed by or related to these agreements.
- 3.10 International education partnership agreements must comply with the *ESOS Act 2000* and the [National Code of Practice for Providers of Education and Training to Overseas Students 2018](#) (The National Code) and any local regulatory requirements where the partner is located outside of Australia.
- 3.11 Partnership agreements must not be entered into on behalf of CQUniversity, or a controlled entity, unless the relevant governance and approval arrangements are met.
- 3.12 All partnership agreements require a relevant sponsoring CQUniversity senior executive.
- 3.13 All relevant stakeholders who may have an interest in the partnership must be involved in developing the partnership case, documents and partnership evaluations.
- 3.14 Partnership agreements must be approved in accordance with the [Delegation of Authority Policy](#).

## 4 PROCEDURE

- 4.1 This procedure and appendices sets out the processes to be followed when assessing, establishing, managing and evaluating partnership agreements. It also identifies those employees and business areas responsible for these activities.
- 4.2 The partnership agreement process involves a cycle of activities from initiation through to partnership implementation and evaluation. An overview of this partnership process is in [Appendix 1](#) and [2](#).

### Developing and approving partnership cases

- 4.3 Partnership agreements are developed as outlined in the Partnership Workflow ([Appendix 1](#), [2](#) and [3](#)).

- 4.4 The partnership case provides information about the strategic alignment, benefits, costs and risks associated with the partnership, and forms the basis for effective decision-making. A partnership case captures the business need, how the partnership meets that need, plans for successful delivery, and the steps for winding-up and dissolving the entity or relationship.
- 4.5 Business areas are responsible for developing the partnership cases and supporting documents, regardless of the extent of financial requirements, and submitting them to the relevant CQUniversity delegated authority for consideration and approval. Partnership cases may be submitted at any time.
- 4.6 Partnership documents to initiate partnerships with international partners, or those with an international impact, must be submitted to [international-partnerships@cqu.edu.au](mailto:international-partnerships@cqu.edu.au).
- 4.7 The partnership process is completed once it has been approved/not approved by the relevant delegated authority.
- 4.8 Any adjustments (including financial) to the final partnership case and/or resulting partnership agreement requires approval by the Vice-Chancellor and President or other delegated authority in accordance with the [Delegation of Authority Policy](#).

### **Developing, approving and managing partnership agreements**

- 4.9 If the proposed partnership is assessed as requiring a contractual partnership agreement, the business area must work with their senior executive to draft and/or review the legal agreement in conjunction with the University Legal and Procurement teams. Where existing agreement templates are in place and no changes to the template are required, the agreement may proceed directly for signing to the relevant delegated authority once the partnership has been approved.
- 4.10 All contractual partnership agreements must include specific provision for terminating the agreement under circumstances that minimise potential adverse consequences for CQUniversity and its students. Termination and exit from partnerships must comply with Australian and international regulatory obligations for the management of students covered under the agreement.
- 4.11 The business area is responsible for developing and managing the partnership agreement, in consultation with the relevant office, which includes:
  - ensuring the agreement is strategically aligned to CQUniversity's interests
  - identifying risks in accordance with the [Risk Management Policy](#) and [Enterprise Risk Management Framework](#)
  - demonstrating consultation with all relevant stakeholders
  - liaising with the external partner/s regarding the proposed relationship and relative activities agreed to by CQUniversity and negotiating a final agreement with the external partner
  - ensuring systems and processes are in place to manage students and business arrangements during the term of the contract
  - ongoing management such as relationship management, negotiations, performance and accountability
  - seeking legal advice regarding the agreement
  - developing an academic/study plan, if required
  - arranging approvals and signatures
  - taking all relevant steps to ensure compliance by CQUniversity and partner within the terms of the agreement
  - resolving issues that arise during the term of the agreement
  - performance monitoring, evaluation and reporting in relation to the partnership agreement
  - recording all relevant information in the relevant CQUniversity database/s and record management systems, and
  - ensuring relevant employees are up-to-date with partnership arrangements and requirements.

- 4.12 All international partnership agreements will be signed and/or co-signed by the Vice-President (Student Success).
- 4.13 Partnerships that involve Indigenous organisations, communities or students requires the Deputy Vice-President (Indigenous Engagement) support prior to proceeding to the appropriate senior executive to co-sign the agreement for approval.
- 4.14 When the Vice-Chancellor and President (or delegate) has signed a contractual partnership agreement, the agreement is completed and becomes a legally binding agreement. Endorsement for a partnership agreement is not approval.
- 4.15 Members of the University Senior Executive are responsible for the facilitation and oversight of partnerships in accordance with this policy and procedure.
- 4.16 Deans of Schools, Directors and Associate Vice-Presidents are responsible for the development of proposals, management of programs, facilities and employees and ensuing compliance with approved policies and processes. They are also responsible for ensuring the partnership is managed in accordance with the partnership agreements.
- 4.17 For partnership agreements involving delivery of qualifications on the University's behalf, approval of delivery arrangements will be required by Academic Board or a delegated sub-committee and/or University Council in accordance with established University governance approvals.
- 4.18 Partnership agreements may be required to be executed under the Common Seal of the University.

### **Quality assurance of educational partnerships**

- 4.19 Where a partnership agreement involves the provision of higher education, vocational education training (VET), English Language Intensive Courses for Overseas Students (ELICOS) or research services/training, including support services to CQUniversity students, the partner must demonstrate the capacity to service CQUniversity students in a manner and to a standard equivalent to those same services provided directly by CQUniversity. Transnational Education (TNE) Collaborative and offshore delivery arrangements are reviewed as per [International Transnational Education Policy](#).
- 4.20 The quality of services provided by the partner will be routinely monitored through partner site visits and audits, and by surveying CQUniversity students on their experiences of these services.
- 4.21 The quality of academic and/or research integrity of the services provided to CQUniversity students and a partner's continued compliance with applicable CQUniversity policies will be monitored. This will occur in accordance with the relevant regulatory frameworks to ensure CQUniversity's continued compliance with its obligations regarding student outcomes.
- 4.22 Partnerships that demonstrate significant and sustained non-compliance with the Higher Education Threshold Standards Framework, the Standards for RTOs and/or the National Code will be terminated.
- 4.23 Any arrangements for a partner to deliver higher education, VET, ELICOS, research training or support services to CQUniversity students must be communicated clearly and in plain English to these students as per obligations under the Higher Education Threshold Standards Framework and Standards for RTOs. Partners must clearly describe the services they provide.

### **Evaluating partnership agreements**

- 4.24 Business areas responsible for managing partnership agreements must identify and provide sufficient support to enable appropriate reporting and evaluation.
- 4.25 All CQUniversity partnership agreements, including MOUs, must be reviewed after 12 months from date of execution, and every 12 months thereafter and recommended to the delegated authority if the partnership is continuing or being discontinued.
- 4.26 When evaluating an MOU, the need or otherwise to establish it as a contractual partnership agreement must be considered.

- 4.27 Ongoing partnership agreements must be evaluated annually and, where relevant, such reviews must incorporate feedback from students serviced by the partnership.
- 4.28 Evaluation must be undertaken when each partnership agreement concludes to determine if the partnership activities were successful, e.g. delivered intended outcomes and met all requirements.
- 4.29 Where the partner or partnership does not meet the financial targets or other requirements as agreed in the partnership agreement, the business area responsible for managing the partnership must terminate the agreement according to its termination provisions.
- 4.30 Evaluation must be documented and filed in CQUniversity records system for reference when considering future involvement with the same partners or similar agreements.

## 5 RESPONSIBILITIES

### Compliance, monitoring and review

- 5.1 The Chief Operating Officer is responsible for implementing, monitoring, reviewing and ensuring compliance with this policy and procedure.

### Reporting

- 5.2 CQUniversity must notify [Australian Skills Quality Authority](#) (ASQA) of any new written agreement for provision of services by a third party, in accordance with clause 8.3 of the [Standards for RTOs](#). ASQA must be notified within 30 calendar days of the agreement being entered into or before the agreement's obligations take effect, whichever comes first. CQUniversity must also notify ASQA within 30 calendar days before such an agreement ends. Relevant business areas must advise the Director Educational Quality and Integrity to notify ASQA.
- 5.3 CQUniversity must notify ASQA and the [Tertiary Education Quality and Standards Agency](#) (TEQSA) in writing of arrangements (and significant changes to these arrangements) with third party partners to deliver courses to international students in accordance with the [National Code](#). Details of the partner's role in delivering the applicable course/s must be notified to ASQA (regarding VET courses) and TEQSA (regarding higher education and ELICOS courses). Relevant business areas must advise the Director Educational Quality and Integrity to notify ASQA and TEQSA.

### Records management

- 5.4 Employees must manage records in accordance with the [Records Management Policy and Procedure](#). This includes retaining these records in a recognised University recordkeeping information system.
- 5.5 University records must be retained for the minimum periods specified in the relevant [Retention and Disposal Schedule](#). Before disposing of any records, approval must be sought from the Records and Privacy Team (email [records@cqu.edu.au](mailto:records@cqu.edu.au)).

## 6 DEFINITIONS

- 6.1 Terms not defined in this document may be in the University [glossary](#).

### Terms and definitions

**Contractual partnership agreement:** a legal document that binds the University with a partner through a contractual arrangement.

**Memorandum of understanding (MOU):** a document intended to formalise the terms of a relationship, arrangement or understanding between CQUniversity and another party, but is not intended to be legally binding on either party. An MOU possesses moral force only, and is generally a formal, mutually agreed but diplomatic document, setting out principles, strategies and mechanisms for dealing with common issues of the relationship. It may lead to the development of separate contracts with legal intent.



In this context, parties sign the MOU at the pre-contractual stage of negotiations with the intention of continuing negotiations with the involvement of lawyers and accountants, culminating in a binding contract.

MOUs can be effective to provide:

- a framework for the parties to negotiate a final contract
- a record of agreed terms to date
- evidence of a party's commitment for the benefit of third parties such as banks or potential investors
- a mechanism for dealing with pre-contractual issues such as exclusivity, confidentiality, due diligence and intellectual property, and
- a degree of confidence that a deal is probable before the parties incur further expense.

**Partnership:** a mutually beneficial relationship, involving direct and focused efforts to maximise benefits by developing shared goals and opportunities for further growth, commitment, cooperation and two-way trust.

## 7 RELATED LEGISLATION AND DOCUMENTS

[Articulation Policy and Procedure](#)

[Code of Conduct](#)

[Delegation of Authority Policy](#)

[Education Services for Overseas Students \(ESOS\) Act 2000](#) (Cwlth)

[Education Services for Overseas Students \(ESOS\) Manual](#)

[Higher Education Standards Framework \(Threshold Standards\) 2021](#) (Cwlth)

[International Transnational Education Policy](#)

[National Code of Practice for Providers of Education and Training to Overseas Students 2018](#) (the National Code) (Cwlth)

[Standards for Registered Training Organisations \(RTOs\) 2015](#) (Cwlth)

[Tertiary Education Quality and Standards Agency Act 2011](#) (Cwlth)

[VET Mandated Fees and Commercial Revenue Pricing Policy and Procedure](#)

## 8 FEEDBACK

8.1 Feedback about this document can be emailed to [policy@cqu.edu.au](mailto:policy@cqu.edu.au).

## 9 APPROVAL AND REVIEW DETAILS

Approval and Review	Details
Approval Authority	Vice-Chancellor and President
Delegated Approval Authority	N/A
Advisory Committee	University Management Committee
Required Consultation	N/A
Administrator	Chief Operating Officer
Next Review Date	26/10/2023

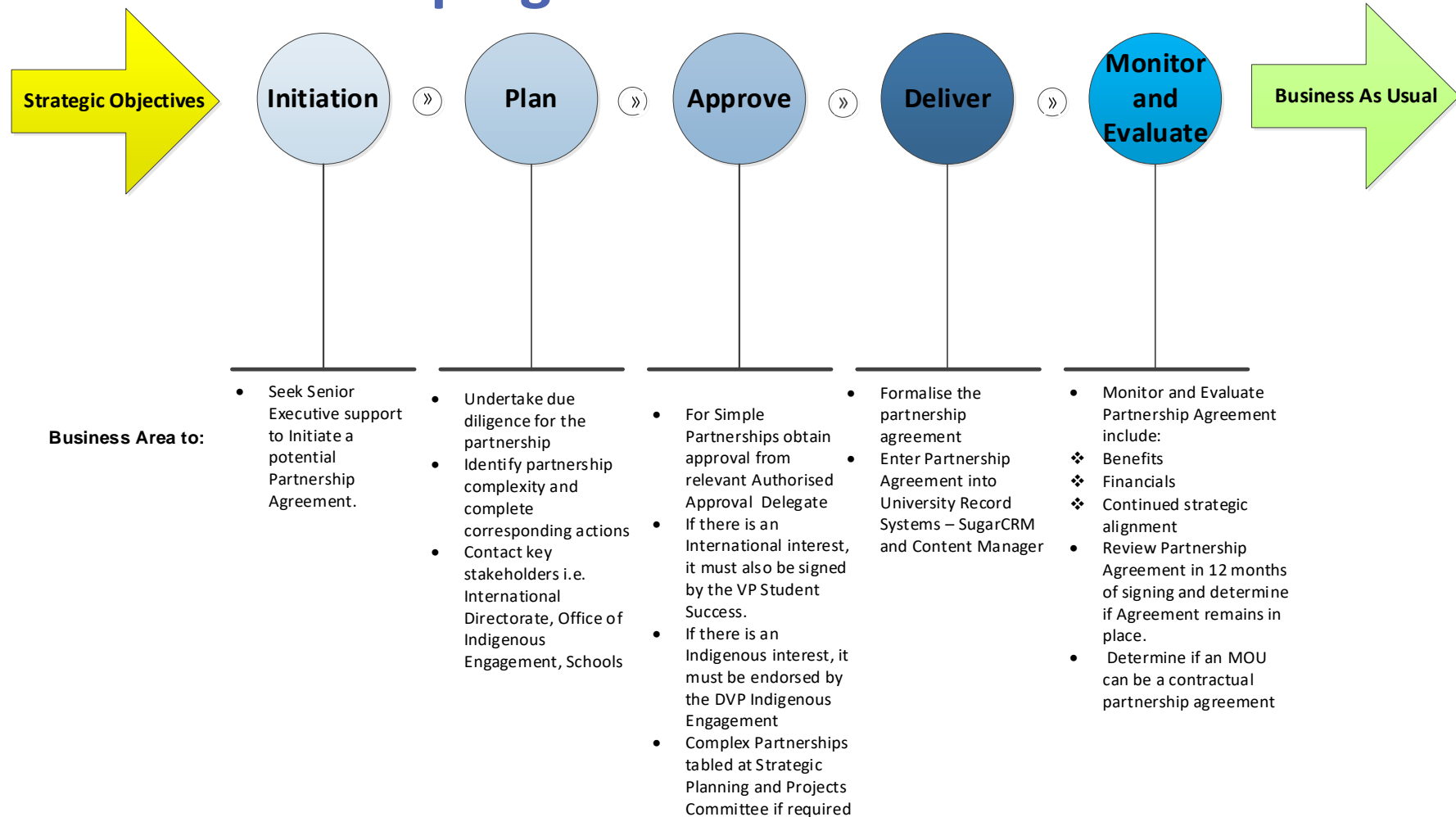
Approval and Amendment History	Details
Original Approval Authority and Date	Vice-Chancellor and President 7/03/2013
Amendment Authority and Date	Deputy Vice-Chancellor (International and Services) 31/03/2016; Vice-Chancellor and President 19/07/2017; Administrative correction 9/10/2017; Vice-Chancellor and President 7/02/2018; Vice-Chancellor and President 26/10/2020; Chief Operating Officer 19/01/2023.
Notes	This document was formerly known as the Partnerships Policy (last approved 31/03/2016). This document consolidated and replaced the International Business Activities Manual Transnational Education, Partnerships Policy and Partnerships Procedure (approved 19/07/2017).



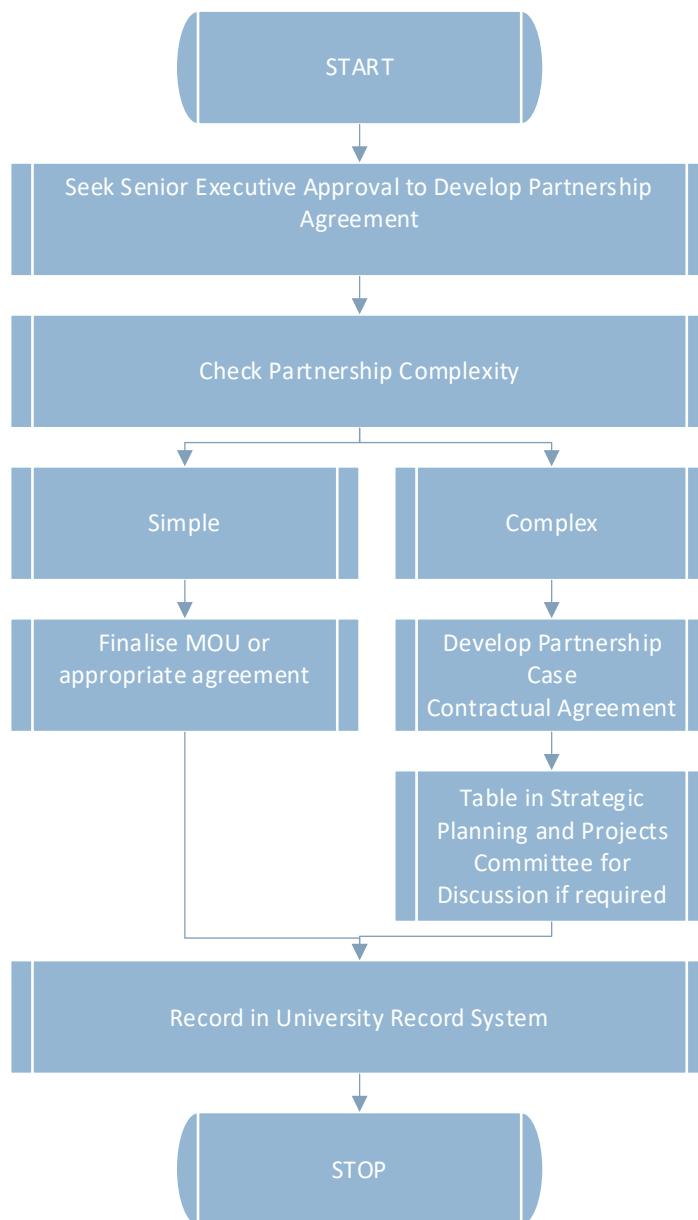
10 APPENDICES

Appendix 1: Partnership agreement process overview

# Partnership Agreement Process Overview



## Appendix 2: Partnership agreement workflow



# Appendix 3: Partnership agreement procedure (roles and responsibilities)

