

Joint and Dual Coursework Awards Procedure

Version 2 – Reconfirmed 7 November 2024

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Purpose

This Procedure establishes processes for proposing, establishing, monitoring and renewing Higher Education joint and dual coursework awards involving the University and partner institution/s.

Applicable governance instruments

| Instrument | Section | Principles |
|--|--|------------|
| <i>Higher Education Standards Framework (Threshold Standards) 2021 Cth</i> | 5.4 Delivery with Other Parties 7.1 Representation 7.2 Information to Prospective Students | N/A |
| <i>Qualifications and Certification Policy</i> | 3 Joint awards | 3.1, 3.2 |
| <i>Course Design and Delivery Policy</i> | 1 Course design and delivery | 1.1-1.14 |
| <i>Quality Assurance Policy</i> | 1 Quality Assurance | 1.1-1.6 |
| <i>Partnerships Policy</i> | 3 Educational Partnerships | 3.1-3.3 |
| <i>Communication and Brand Policy</i> | 2 Brand | 2.1-2.3 |

Procedure

1. Background

The University is responsible for assuring the academic standard of any course offered or award conferred by it, whether or not this is in collaboration with one or more other higher education providers. This Procedure aims to protect the integrity of the University's higher education awards.

This Procedure applies to all courses that lead to a joint or dual award with the exceptions noted below. All proposals to offer a joint or dual award with one or more other institutions will be developed and approved in accordance with this Procedure.

This Procedure does not apply to:

- a) joint and dual Higher Degrees by Research which are covered by a separate Procedure;
- b) collaborative courses where the University is the sole awarding institution, which are covered by the [Third Party Course Delivery Procedure](#);
- c) articulation arrangements, which are covered by the [Course Articulation Procedure](#); or
- d) student mobility programs.

The University enters into arrangements for the delivery of courses jointly with other institutions in the following two ways:

Joint award courses: where a course is delivered jointly by the University and one or more partner institutions and, upon completion of the course, a student receives a single award conferred jointly by those institutions.

A joint award course involves a single course arranged and delivered jointly by the University and a partner/s. These courses lead to the award of a single qualification recognised within the [Australian Qualification Framework](#) (AQF) and are typically conferred jointly by the providers involved.

These courses will have one course code, one set of course rules, and graduates will receive one testamur, which includes the name of both providers awarding the qualification.

Joint award courses must have an integrated cohesive curriculum, based on common course objectives and intended learning outcomes with a specified amount of the content delivered by each institution.

Rules of assessment for individual units, including provisions relating to special consideration, academic misconduct and student appeals, are determined in accordance with the regulations and policies of the institution administering the assessment for that unit.

Rules of academic progress in the course are determined in accordance with the regulations and policies of the current teaching/host institution.

Dual award courses: where a student is enrolled concurrently at both the University and the partner institution and is conferred an award from each institution.

A dual award course involves one or more courses that lead to two separate qualifications. These courses involve collaboration between the University and a partner, where each provider will confer a qualification. The dual award may be at one AQF level or two sequential levels (e.g., Diploma and Bachelor Degree).

Students complete the compulsory components of the University of Tasmania award at the University of Tasmania unless a special case is made for other arrangements.

Rules of assessment for individual units, including provisions relating to special consideration, academic misconduct and student appeals, are determined in accordance with the regulations and policies of the institution administering the assessment for that unit.

Rules of academic progress in the course are determined in accordance with the regulations and policies of the current teaching/host institution.

Dual awards may provide students with the opportunity to complete two awards in a shorter timeframe than if completed separately.

The [TEQSA Guidance Note on Joint and Dual Awards](#) provides guidance on these types of courses, including key similarities and differences, the intent of the Higher Education Standards, and potential risks to course quality.

2. Development and establishment principles

The following principles guide the development and establishment of joint and dual coursework awards:

- a) the academic standards of joint and dual awards will be equivalent to those of comparable awards offered solely by the University;
- b) the student learning experience in joint and dual awards will be comparable to those of students in programs delivered wholly by the University and enable students to achieve the required course learning outcomes;
- c) partner institutions will have demonstrated capability to deliver the joint or dual award to the academic standards required by the University and to sustain those courses financially;
- d) partner institutions will have the legal standing to enter into an agreement with the University; and
- e) typically the partner institution will be an Australian registered higher education provider or training provider, an international institution with which the University has an agreement, or an institution assessed under the Commonwealth Department of Education Country Education Profiles assessment process, as offering university standard qualifications.

Except in special circumstances approved by the Deputy Vice-Chancellor (Education), the University will not partner with more than two other institutions in any one joint award. A dual award, by definition, involves the University partnering with one institution.

Before entering into a legal agreement for a joint or dual award with a new partner institution, an assessment must be undertaken of:

- a) the strategic purpose of the proposed collaboration;
- b) the proposed partner's reputation, finances, quality assurance procedures, management and learning and teaching infrastructure; and
- c) risk to students and to the University.

Each partner's contribution to the coursework component of a joint or dual award must be approximately equal.

For joint postgraduate coursework programs, each partner's contribution to the coursework component of the program should be approximately equal. Where the research component of a coursework program is 30% or greater, the research component should be supervised jointly by each partner institution.

For joint awards, there will be evidence of collaborative curriculum design leading to the joint award with all institutions involved.

Where a single testamur is issued, the University's name and coat of arms must be placed with equal prominence with the partner institution's name and badge (emblem, logo, coat of arms etc.) on the award testamur and all promotional and marketing material related to the joint award must equally reflect all partner institutions.

Where testamurs are issued by multiple partner institutions, each testamur should include a statement recognising that it is conferred as a single degree under a joint program between the partner institutions.

3. Selection of partner institutions

Colleges are responsible for identifying prospective partner institutions and developing suitable courses in consultation with Partnerships and Learning Abroad in the Division of Student Services and Operations. The selection of partner institutions will be guided by the *Criteria for Partner Institution Selection* (Schedule A).

4. Initial and detailed proposals

Where a prospective partner is identified, Partnerships and Learning Abroad will advise whether the proposed partner is already partnered with the University. If the prospective partner is already partnered with the University, an initial proposal is not required, and the College should complete a detailed proposal.

Where the prospective partner is *not* already partnered with the University, the College must prepare an initial proposal to gain in-principle support for collaboration with the prospective partner.

A standard form is used for initial proposals, which includes: details of the proposal; a general description of the partner institution; benefits to the University and so on. This form is available on request from academic.quality@utas.edu.au.

The initial proposal must be endorsed by the relevant Executive Dean in the first instance and then approved by the Deputy Vice-Chancellor (Education).

Once the College has either obtained approval of the initial proposal or has established that the partner institution *is* already partnered with the University, it must prepare a detailed proposal for approval.

A standard form is used for detailed proposals, which includes: information about the host institution; the course; management committees; promotion and marketing; tuition fees; admissions and enrolment; credit; course materials; assessment; conferral; and so on. This form is available on request from academic.quality@utas.edu.au.

The detailed proposal must be approved by the Deputy Vice-Chancellor (Education).

5. Joint and dual course approval

Once the detailed proposal has been approved by the Deputy Vice-Chancellor (Education), the College must prepare and submit a course proposal to the University Course and Unit Proposals Committee (UCUPC) for endorsement and to Academic Senate for approval in accordance with the [Table of Approvals](#).

Where the course has previously been approved for offering as a University course, approval by Academic Senate will still be required before the course can be offered as a joint or dual course.

UCUPC will evaluate and assess the course proposal to ensure that it meets the relevant standards required of a new course and that it meets the additional requirements above. If UCUPC endorses the course proposal it will be recommended to Academic Senate for approval.

In addition to the standard information required the course proposal must also include information to demonstrate that:

- a) each partner's contribution to the course will be approximately equal;
- b) there are an adequate number of qualified academic staff available in all partner institutions to deliver the course on an ongoing basis; and
- c) the joint or dual arrangements for the proposed course:
 - i. include clear assessment principles and practices, including moderation;
 - ii. include clear processes for reviewing or appealing against assessment outcomes;
 - iii. include a specified process for the review of students' academic progress;
 - iv. include appropriate mechanisms for addressing academic integrity issues; and

- v. provide for individual unit results to be translated into an agreed GPA.

6. Legal agreements

Collaborative courses involve close cooperation between partner providers, the details of which must be documented in a formal course partnership agreement in line with the [Partnerships Policy](#) and [Educational Partnership Agreements Procedure](#).

The agreement will set out clearly the responsibilities of each partner institution and address the matters listed in the *Checklist for Developing New Joint and Dual Awards* (Schedule B).

The terms of the legal agreement must be negotiated in the first instance by the College, with advice from Partnerships and Learning Abroad and Legal Services.

The College must provide a copy of the *Detailed Proposal* to Partnerships and Learning Abroad and Legal Services once it has been approved in order that the legal agreement can be prepared and negotiated.

The legal agreement must include arrangements for establishing, delivering, monitoring, obtaining student feedback and reviewing the joint or dual award. Agreements must set out all key aspects of the partnership, including but not limited to:

- a) the Higher Education providers that are party to the agreement;
- b) the principal Course Coordinators from each Higher Education provider;
- c) respective responsibilities for course design, development, delivery and assessment and award requirements; and
- d) operational procedures including student enrolment, learning management system, fee and graduation arrangements.

Legal agreements cannot be signed until:

- a) the *Detailed Proposal* has been approved; and
- b) the course proposal has been approved by Academic Senate.

7. Monitoring, review and renewal

A joint or dual award course will be monitored and reviewed in accordance with the University's course and unit monitoring and review processes. Any course review process will involve input and feedback from all partner institution(s).

Before any renewal of the legal agreement, the arrangement will be reviewed by Partnerships and Learning Abroad to ensure that the contractual obligations of each partner are being effectively implemented and that the academic, business and strategic case for continuing the arrangement has been considered.

For the legal agreement to be renewed, the Executive Dean must confirm in writing to Partnerships and Learning Abroad and Legal Services that the joint or dual award and the partner institution continue to meet:

- a) the requirements of this Procedure;
- b) the requirements of all other University ordinances, policies and procedures; and
- c) the requirements of the signed legal agreement between the University and the partner institution.

8. Marketing and testamurs

All promotional and marketing material related to a joint or dual award will be approved in accordance with the University's [Communication and Brand Policy](#) and will reflect all partner institutions, as specified in the agreement.

All joint testamur designs must comply with this Procedure and be approved by University Council on the recommendation of Ceremonial and Honorary Degrees Committee. Academic Quality and Standards will assist Colleges to secure Council approval.

Related procedures

Educational Partnership Agreements Procedure

Versions

| <u>Version</u> | Action | Approved By | Business Owner/s | Approval Date |
|----------------|---------------------------|---------------------------------------|---------------------------------------|--------------------|
| 1 | Approved | Deputy Vice-Chancellor (Education) | Director, Curriculum | 3 November 2022 |
| 2 | Approved | Deputy Vice-Chancellor (Education) | Deputy Vice-Chancellor (Education) | 2 November 2023 |
| 2 | Reconfirmed, unchanged | Deputy Vice-Chancellor (Education) | Deputy Vice-Chancellor (Education) | 7 November 2024 |

Schedule A – Criteria for Partner Institution Selection

| Assessment Criteria for Partner Selection | Examples of Evidence |
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| 1. Partner is one with which the University has legal power to confer jointly an academic award (i.e., it is a university or registered training organisation or is an institution specified in a regulation) | Documentation from Partner Institution or in public domain |
| 2. Partner has legal authority itself to confer jointly an academic award | Legal documentation provided by Partner Institution, or in public domain: e.g., its enabling legislation |
| 3. Partner has an overall academic standing comparable to that of the University or to an aspect of its academic activities | TEQSA Registration (higher education) ASQA registration (VET) National or international rankings AEI National Office of Overseas Skills Recognition, UK NARIC |
| 4. Partner has robust academic quality assurance procedures | Academic Senate or equivalent, and evidence of processes OR external accreditation processes Discipline external accreditation reports TEQSA reports Business Plans |
| 5. Partner has sound overall management and administration | Annual Reports and Financial Statements Strategic Plan Organisational Structure Policies, particularly student related, e.g., misconduct, complaints and appeals |
| 6. Partner has adequate learning and teaching infrastructure and academic and pastoral support | From partner institution, details of: library resources and support; IT resources and support; disability and counselling support; accommodation and financial advice; publications/information for students; social /sports facilities; research infrastructure (where partnership involves research component) |
| 7. Partner is experienced at or capable of delivering comparable programs at the appropriate level | Documentation from partner institution or in public domain |
| 8. Partner is financially stable | Annual reports and financial statements |
| 9. Partner has the capacity to address cultural differences, where relevant | Public domain material on international student induction and support Equity and diversity policies Counselling support |
| 10. Partner provides a safe environment for students | Health, safety and wellbeing policies Availability of student counselling Emergency Response Plans and support Security/campus police presence Mental health intervention policies |

Schedule B – Checklist for Developing New Joint and Dual Coursework Awards

Note: This list applies to all Joint Awards and, to a lesser extent, to Dual Awards. It is intended as a guide to help the relevant staff at both the University and the partner institution(s) to consider the issues which need to be addressed in order to deliver a Joint or Dual Award course. It is not necessarily exhaustive.

Staff involved in negotiating with partner institutions are required to consult with Legal Services who will prepare the legal agreement. A number of standard terms and conditions are also likely to be required in the legal agreement. While these may be the subject of negotiation, it is likely to be between the legal officers of partner institutions, rather than College-based academic staff. These standard terms and conditions normally cover matters relating to insurance, indemnities, severance, dispute resolution etc.

In addition to the matters covered in this Checklist, details of the academic components of the proposed Joint Course – e.g., its structure, subject load, curriculum, admission requirements, language of instruction, mode of delivery, assessment, process for reviewing students’ academic progress, course rules etc. - must be prepared separately on the Course Proposal Form – New Course and submitted to the University Course and Unit Proposals Committee. The information in the form will also be used in preparation of the legal agreement. The two processes need to be done concurrently. Note that a legal agreement cannot be finalised until Academic Senate has approved the Jointly Conferred Course.

| Overarching considerations | | | |
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| 1 | Appointment of host institution | <p>Will one institution be nominated as a “host” or “home” institution” i.e., one with responsibility for particular aspects of the joint program?</p> <p>Will partner institutions take it in turns? How often (e.g., every 3 years)?</p> | <p>This is particularly relevant where the main mode of delivery is on-line but can apply where delivery is more traditional.</p> <p>Having one institution as host institution is usually necessary for ease and efficiency in administration (see throughout this checklist).</p> |
| 2 | Responsibilities of host institution | <p>How will responsibilities be allocated?</p> <p>What will the responsibilities of the host institution be?</p> | <p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Coordinating marketing and promotion of course • Administering the application and selection process • Administering the enrolment process and collecting fees • Hosting online course materials • Administering examinations <p>The duties may vary depending, primarily, on the mode of delivery.</p> <p>Where the University is the host, it may be necessary to check with service providers such as Student Systems and Administration, ITS, Library, Learning and Teaching that the responsibilities can be undertaken.</p> |
| 3 | Fees for host institution | <p>Will the host institution be recompensed for that role? Is there agreement on how the recompense will be determined?</p> <p>Will the host institution be required to keep records of the time and costs incurred in carrying out the role?</p> | <p>Recompense could be related to actual expenses, or be a percentage of the overall fees collected, or a combination.</p> <p>(The financial modelling done at program development stage will be useful here.)</p> |
| Partnership and course management | | | |
| 4 | Course | How will changes to the course be made? | The original agreed course structure, including details of units, must be included in the agreement, usually as a schedule to the agreement. |

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| | | | The agreement needs to specify that changes can only be made with agreement of all partner institutions, usually through a Joint Management Committee. |
| 5 | Agreement/Partnership Manager | It is desirable that a senior academic manager have overall responsibility for making determinations under the agreement, on behalf of each institution. Who will this be for the University? | Suggested duties: manage the higher-level relationship between the partner institutions and exercise any powers, duties or discretions given to the relevant partner institution in the agreement (examples of such powers might be: appointing Course Coordinator(s), deciding on intake numbers). Usually, the initial holders of these positions are listed in a schedule to the legal agreement. |
| 6 | Course Coordinator | Each partner institution to appoint. Who will this be for the University? What will their duties be? | Suggested duties of Course Coordinator: responsibility for academic and administrative matters related to the Joint/Dual course. Usually, the initial holders of these positions are listed in a schedule to the legal agreement. Where there is a Host Institution: the Course Coordinator duties may include ensuring that the obligations on the Host Institution, as specified in the agreement, are implemented (e.g., updating website, enrolling students etc.). |
| 7 | Unit Coordinator | Each partner institution to appoint for each unit for which it is designated as the responsible institution. | Suggested duties: development of unit material; making them available in accordance with agreed delivery mechanism; marking assessments, etc. May be linked to standard role of Unit Coordinator. |
| 8 | Joint Management Committee | This formalises meetings of all Course Coordinators, and ensures they work together to oversee the joint course. Who will membership include? What will be their duties? How often do they need to meet? When can a meeting be called by a partner institution? How will the chair be selected? Can it be left to determine its own meeting procedures? Who will be responsible for minuting the meetings? What distribution should the minutes have? | Usually, the Committee would comprise Partnership Managers and Course Coordinators plus other relevant staff, as considered necessary. If there is a Host Institution, the chair may be the Partnership Manager from that institution. Suggested duties: oversee academic, administrative and quality aspects of Jointly Conferred Course, including intake numbers, whether program is offered, and program changes. |
| Promotion and marketing | | | |
| 9 | Brand identification | How will quality control of promotional and marketing material be assured? (Agreement must specify that such material reflect equally all partner institution brands). | <i>Preferred option:</i> that approval of all partner institutions be required for promotional/marketing material: and that a nominated position at each institution be responsible for sign-off. (To implement equal promotion, each partner institution will need to provide the other with a non-exclusive, royalty-free licence to use their name and logo for the purpose of promoting the joint course). |
| 10 | Online promotion/information | How will quality control of online promotional information be assured? | <i>Preferred option:</i> that there be only one formal course website (to which other institutions' sites can link); and that this be the responsibility of the Host Institution. |
| 11 | General promotion | How will responsibility for promoting the course be shared? | <i>Preferred option:</i> each partner institution to promote the Joint/Dual course in their own state/country, using approved materials; and include the course in standard prospectuses, course handbooks and guides. |
| Tuition and student fees | | | |
| 12 | Setting | Will there be tuition fees? How will they be set: initially and into the future? | Note that all student and tuition fees must be specified in the agreement and cannot be left "to be advised." |

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| | | <p>How will they be charged to students (e.g., on a per unit basis?)</p> <p>What will the fee cover? (refer Fees Policy)</p> <p>Will there be a compulsory Student Services and Amenities Fee (or equivalent at the partner institution)?</p> <p>In what currency will they be set (where partners are international)?</p> <p>What happens if partner institutions cannot agree on a fee for any intake?</p> | <p>Fee review dates must have regard to federal government reporting requirements.</p> <p>What fees cover must have regard to federal government requirements.</p> <p>Financial Services will need to be consulted.</p> |
| 13 | Collecting | <p>Who will be responsible for collecting the fee?</p> <p>What happens if a student defaults on fee payments?</p> | <p>ESOS mandated protocols for fee defaults must be taken into account (for international students).</p> |
| 14 | Apportionment and disbursement | <p>What will each partner institution's entitlements to fee income be?</p> <p>What will the process be for disbursing fee income?</p> <p>When will payments be made?</p> <p>In what currency (if partner international)?</p> | <p><i>Preferred Options:</i> tuition fees to be distributed in line with unit load; or could be distributed equally among all partner institutions</p> |
| Recruitment, admission and credit transfer | | | |
| 15 | Student recruitment/targets | <p>What will be the minimum number of admission offers/enrolments for the first intake for the course to be viable?</p> <p>What will be the maximum number of enrolments in the first intake?</p> <p>How and when will these numbers be reviewed and set after the first intake?</p> <p>What will be the cut-off date for minimum enrolment numbers?</p> <p>What will be the process for deciding whether to proceed with an intake?</p> <p>What will be the consequence of not proceeding? (e.g., what if minimum numbers not met in 2 consecutive semesters/years?)</p> | <p><i>Preferred Option:</i> to be determined by Joint Management Committee.</p> |
| 16 | Application process | <p>How will the application process work?</p> <p>Are decisions to admit to be made jointly or by any one partner? What will be the process for deciding?</p> <p>Who can send out offers?</p> <p>To whom will application be submitted?</p> <p>What will minimum entry requirements be? (these should be in the course proposal submitted to UCUPC)</p> | <p><i>Preferred option:</i> that applicants must be acceptable to all partner institutions.</p> <p>(Note that agreement will need to provide for applicants' consent to be obtained, as part of admission process, to facilitate exchange between partner institutions of relevant information about applicants).</p> |

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| 17 | Credit for Prior Learning | <p>What will be the process for granting credit?</p> <p>Will all parties need to agree to applications for credit for prior learning?</p> <p>How will limits on the amount of credit that can be granted be determined (particularly if each partner institution has different policy requirements)?</p> | <p><i>Preferred option:</i> that applicants must be acceptable to all partner institutions.</p> <p>(Note that agreement will need to provide for applicants' consent to be obtained, as part of admission process, to facilitate exchange between partner institutions of relevant information about applicants).</p> |
| Enrolment, intakes and mode of delivery | | | |
| 18 | Enrolment process | <p>Are students to be enrolled concurrently at each partner institution? What will be process for doing this?</p> | <p><i>Preferred option:</i> that students only have to enrol once, with host institution; that host institution notifies other institutions, once enrolment processed at host institution; and that partner institution/s then enrol students within their own institution/s (actual load will be reflected through subject enrolment).</p> |
| 19 | Number of intakes/timetabling | <p>Are there differences in semester dates/timetables to be addressed?</p> <p>How many intakes a year will there be?</p> <p>What will be the date of the first intake?</p> <p>When will later intakes occur? If intake dates might vary, by when do they need to be set?</p> | <p><i>Preferred Option:</i> This will depend on mode of delivery. The preferred option is to avoid students doing units across timetabling systems.</p> |
| 20 | Requirement for on-campus presence | <p>Will any partner institutions <i>require</i> students to attend on-campus?</p> | <p><i>Preferred Option:</i> This will depend on mode of delivery. Requirements to be clearly specified in course materials.</p> <p>Note for CRICOS purposes, students studying onshore who are international must be enrolled in face-to-face delivery mode for at least 70% of their course of study.</p> |
| Application of policies and rules | | | |
| 21 | Which policies apply? | <p>Clarification is needed about the application of relevant student policies and compliance obligations, including those relating to student administration, fee refunds, information/privacy management, copyright, ethics approvals, ownership of student IP.</p> | <p><i>Preferred Options:</i></p> <ul style="list-style-type: none"> • Nominate policies of one institution for duration of agreement • Nominate policies of Host Institution (note: to avoid policy environment for the student changing if host institution changes, it can be further specified that policies of host institution at time of enrolment apply throughout student's enrolment/candidature). <p>The above two options are more likely to be suited to joint courses taught entirely online.</p> <ul style="list-style-type: none"> • Specify which policies apply individually • Specify that policies which apply are those of the institution at which the student is attending at any given time. This is likely to be the best option for coursework students. <p>For some courses it may be necessary to comply with two policies. Where possible and practical, the names of relevant policies should be specified.</p> |

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| 22 | Information for /obligations to students | There needs to be an agreed approach to relevant obligations to students; and agreed mechanisms for informing students about which policies and procedures apply in which circumstances, and how to access them | <i>Preferred option:</i> at a minimum, students in jointly conferred course to have same rights, privileges and responsibilities as other students of the partner institutions, including online library and teaching access, access to academic transcripts. These need to be clarified <i>prior</i> to the signing of the agreement. Also, online access to all relevant policies (for both students and partner institutions). Specify how students will be informed of what policies apply to them and allocate responsibility (perhaps to host institution) |
| 23 | Course Rules | There needs to be an agreed set of Course Rules. | <i>Preferred Option:</i> one common set of Course Rules Different Course Rules according to each Partner Institution's customary practice but reflecting common content. |
| Course content and materials | | | |
| 24 | Course Learning Outcomes | Who is responsible for determining course learning outcomes and ensuring alignment between these and unit learning outcomes? | <i>Preferred Option:</i> Each partner institution will be responsible for unit learning outcomes for units which they will teach (as set out in course structure) and for alignment with CLOs. CLOs to be developed jointly and agreed between partner institutions. Joint responsibility for ensuring alignment with AQF requirements. Note these must be agreed upon prior to approval of a new course. |
| 25 | Preparation | Who is responsible for the preparation of unit materials? How will copyright in 3 rd party materials be dealt with? | <i>Preferred Option:</i> Each partner institution will be responsible for materials for units which they will teach (as set out in course structure). |
| 26 | Intellectual Property | Who will own the intellectual property in the unit materials and the curriculum? What will happen to the IP if a partner institution withdraws from the agreement, and other partner institution/s wish to continue to offer the program? | This area can be complex, and legal advice may be needed ahead of negotiations. A workable option is that IP rights in curriculum and course materials be jointly owned by all partner institutions, with a non-exclusive, royalty-free licence to use IP that was developed by partner institutions not for the purposes of the joint program, but which is used in the joint course; and a continuing right to use course materials if a partner withdraws. |
| 27 | Publication: online unit materials | Who is to be allocated responsibility for uploading unit materials and disabling them when no longer required (use position title, not name)? | The agreement will need to specify that all uploaded material must be in accord with the copyright laws of the country in which the material is being uploaded; and that each partner institution will provide the required information about copyrighted materials to enable local copyright laws to be complied with. |
| 28 | Publication: other unit materials | Who (use position title) will have responsibility for preparing and printing unit materials? Will students be charged for materials, and how will the charge be implemented? | The agreement will need to specify that all teaching materials must be in accord with the copyright laws of the country in which the material is being printed; and that each partner institution will provide the required information about copyrighted materials to enable local copyright laws to be complied with. Fees for materials must be in accord with internal and external obligations – e.g., in Australia, the Higher Education Support Act, as reflected in the Fees Policy. |
| Assessment | | | |
| 29 | Dates | What will be the process for setting assignment and examination dates? | <i>Preferred option:</i> As determined by Joint Management Committee |
| 30 | Administration | How will examinations be administered, and security protocols observed? | <i>Preferred option:</i> As per local requirements. |

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| 31 | Marking | Who will be responsible for marking assignments and examinations? | <i>Preferred option:</i> Unit coordinator and local teaching team |
| 32 | Quality assurance | What quality assurance procedures will there be in respect of marking? Whose agreement is required if marks are adjusted after a QA process is implemented? | <i>Preferred Option:</i> QA sufficient to meet the HE Standards |
| 33 | Grading schemes | How will any differences in grading schemes be addressed? How will the overall result be calculated? Will it be converted to a WAM or GPA? How will students access their results? Who will have responsibility for these matters? | <i>Preferred Option:</i> Students to receive a transcript of results consistent with the requirements of the local system in the case of Dual, and in the case of Joint, the host institution determines. |
| 34 | Course progress | What/whose policies will apply to course progress? i.e., how will unsatisfactory academic progress be measured, and dealt with? | <i>Preferred Option:</i> Policy of host institution |
| Student complaints, appeals, discipline | | | |
| 35 | Academic complaints | What will be the obligations on partner institutions when students make complaints about the course? | <i>Preferred Option:</i> Academic complaints concerning an individual unit to be referred to the relevant Unit Coordinator in the first instance and then dealt with according to the complaints policy and procedures of the institution offering the unit. Academic complaints about the overall course to be referred to the Course Coordinator to deal with directly or brought to the Joint Management Committee for resolution. |
| 36 | Other complaints and appeals | What/whose policies will apply to academic and general complaints and appeals? (give specific names) | <i>Preferred Option:</i> For online only programs: only one set of policies from one partner institution should be nominated in Agreement (those of the host institution would be preferable). For on-campus teaching: it could be the policies of the institution on whose campus the matter occurred about which the student is complaining / appealing. |
| 37 | Disciplinary matters | What/whose policies will apply to disciplinary proceedings? (give specific names) | <i>Preferred Option:</i> For online only programs: only one set of policies from one partner institution should be nominated in Agreement (those of the host institution would be preferable). For on-campus teaching: it could be the policies of the institution on whose campus the matter occurred which has led to the disciplinary proceedings. |
| Conferral of jointly conferred award | | | |
| 38 | Eligibility to graduate | Which partner institution will be responsible for checking a student's eligibility to graduate? | <i>Preferred Option:</i> all institutions to confirm requirements have been met in the case of Dual, and with Joint, the host institution doing so. |
| 39 | Where to graduate? | Which institution's graduation ceremony will the student be able to attend? Which institution will be responsible for finalising in absentia graduations? | <i>Preferred Options:</i> host institution only; any partner institution (but one only). |

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| 40 | Testamur | How will the design of the testamur be determined? | <p><i>Preferred Option:</i> By Joint Management Committee, in consultation with each partner institution’s “brand controller”.</p> <p>The form of the testamur must be approved by University Council and the University’s name and coat of arms must be placed equally with the partner institution’s name and brand marker (emblem, logo, coat of arms etc.) on the award testamur.</p> |
| Quality assurance | | | |
| 41 | Student feedback | <p>What mechanism will be used to obtain student feedback?</p> <p>To whom will feedback results be reported?</p> | <p><i>Preferred option:</i> that course and unit evaluation surveys (SES) or their equivalent be used in conjunction with each course.</p> <p><i>Preferred option:</i> to Joint Management Committee</p> |
| 42 | Student performance | <p>What mechanism will be used to monitor student performance? To whom will feedback results be reported?</p> | <p><i>Preferred option:</i> that performance in the course be monitored by and reported to Joint Management Committee</p> |
| 43 | Review | <p>What review processes will there be?</p> <p>What will be reviewed (could be academic quality, including entry standards; as well as management and administration of course, communications and reporting, intake numbers, etc.)</p> <p>What measures will be used? What is timeframe for review?</p> <p>To whom is review report delivered?</p> | <p>Some matters could be reviewed annually. It is feasible to draft the agenda for an annual review meeting and include it with the Legal Agreement. Templates are available from Academic Quality & Standards.</p> <p>In addition, there needs to be provision for a longer-term review, corresponding to the University’s 5- yearly course review cycle. Such reviews may need to be a hybrid of the course review policies of all partner institutions.</p> |