



# Transnational Education Policy

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## OVERVIEW

This policy outlines the principles that underpin the University's transnational education arrangements.

## SCOPE AND APPLICATION

This policy applies to Transnational Education (TNE) as defined by this policy. All staff engaged in the development, delivery and administration of TNE are required to comply with this policy. This Policy does not apply to Jointly Conferred Awards, which are governed by the [Jointly Conferred Coursework Awards Policy](#) and [Jointly Conferred Higher Degree by Research \(HDR\) Awards Policy](#), or Student Exchange, Study Abroad, Study Tours, Articulation, Credit Transfer, Dual Awards, Double Degree and Jointly Badged which are governed by the [International Agreements Policy](#).

Implementation of this policy will be carried out in accordance with the University's Code of Conduct and the Academic Board Statement on Undue Influence. Any attempts to exert pressure improperly or influence actions or decisions made pursuant to this policy must be reported in accordance with the Fraud and Corruption Control Policy

## POLICY PRINCIPLES

In developing and establishing TNE arrangements, the University will ensure that these:

1. Align with the strategic directions and priorities of the University:
  - a) are consistent with the University's internationalisation strategy and priorities;
  - b) provide the opportunity to create pipelines of students into Australia.
2. Enhance and maintain the reputation of the University:
  - a) by engaging only with suitable and reputable TNE partners;
  - b) increase the University's profile and branding in new and expanding markets.
3. Create value and are financially sustainable and responsible with due consideration of risks:
  - a) provide a positive return on investment for the University and measurable outcomes for partners and students;
  - b) ensure all risk management efforts are commensurate with both the opportunity and exposure to risk with emphasis on the pursuit of viable opportunities.
4. Ensure that students receive comparable educational benefits and experience to those enrolled in onshore programs:
  - a) by providing a high quality, transformative and distinct University of Adelaide learning experience;

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- b) students enrolled under a TNE arrangement have the same rights and responsibilities as students undertaking onshore programs;
  - c) facilities and learning resources are suitable and appropriate for delivery of the TNE arrangement;
  - d) graduate outcomes are equivalent to the University's onshore programs.
5. Comply with all relevant Australian and international legislative and regulatory requirements including but not limited to:
    - a) *Education Services for Overseas Students Act 2000*;
    - b) *National Code of Practice for Providers of Education and Training to Overseas Students 2018*;
    - c) *Tertiary Education Quality and Standards Agency Act 2011*;
    - d) *Higher Education Standards; Framework (Threshold Standards) 2021*;
    - e) *Foreign Influence Transparency Scheme Act 2018 (FITS Act)*;
    - f) *Defence Trade Controls Act 2012*;
    - g) *Guidelines to Counter Foreign Interference in the Australian University Sector*;
    - h) Australian government advice on international sanctions.
  6. Are consistent with the academic and governance standards of the University, as set out in University policies:
    - a) all University rules, policies, procedures and guidelines related to teaching, learning, courses, programs and student support apply to all TNE arrangements;
    - b) teaching staff are appropriately qualified to deliver programs, teacher development opportunities are provided, and teaching performance is monitored.

## PROCEDURES

### 1. Proposed TNE Arrangement

1.1 Where a potential TNE arrangement is identified, the Proposer must prepare an Initial Concept Proposal and a Foreign Engagement Compliance Review to gain in-principle support for the arrangement.

1.2 The Initial Concept Proposal must:

- a) outline the background and grounds for the proposed TNE arrangement which must be informed by adequate benchmarking
- b) include market research on the proposed TNE Partner such as:
  - i. reputation of the proposed partner;
  - ii. student demand and capacity to pay;
  - iii. demographic profile;
  - iv. competition from domestic and offshore providers;
  - v. student support infrastructure;
  - vi. transport and communication infrastructure.
- c) summarise the results of the due diligence undertaken in relation to the proposed TNE Partner including, at a minimum:
  - i. organisational ownership, governing body, legal status and structure, and an assessment of whether the TNE partner is a 'foreign principal' and the arrangement involves 'registrable activities' as defined in the FITS Act;
  - ii. registration and accreditation status in relevant jurisdiction including any limits on its scope of operations;
  - iii. capacity to enter into a contract with the University of Adelaide;
  - iv. a statement of mission and purpose, and evidence of compatibility with University of Adelaide objectives;
  - v. evidence of financial probity and stable financial status;
  - vi. appropriate academic staff qualifications;
  - vii. appropriate physical resources and facilities;

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- viii. student admission, enrolment and support services;
  - ix. quality management system.

1.3 The Initial Concept Proposal must be endorsed by the relevant Executive Dean(s) (or nominee) before being submitted to the Pro Vice-Chancellor (International) and the relevant financial delegate for approval.

## **2. Negotiating and Establishing TNE Arrangements**

2.1 Once the Initial Concept Proposal is approved, negotiations with the proposed TNE Partner and detailed development of a business plan and academic proposal may commence.

2.2 When negotiating and establishing TNE arrangements, Proposers must have regard to project planning, the University's financial and risk management policies, and ongoing contract management, including:

- a) taking into account the potential impacts on reputation and brand, resources, infrastructure, personnel, and other areas of the University;
- b) making provision for indirect costs (e.g. utilities, maintenance, security, insurance) associated with the arrangement and the source of recurrent funding for such costs;
- c) assigning a University staff member as contract manager to monitor performance and compliance, manage ongoing rights and obligations including regular reviews and reporting, as well as decisions to extend, vary, allow to lapse or terminate arrangements;
- d) capacity to secure appropriate approvals;
- e) legal, regulatory, policy, taxation, accounting, audit, and security implications.

2.3 Where a TNE arrangement is a Third Party Arrangement (TPA), the nature of the partnership and the structure of the arrangement will determine each party's roles and responsibilities. The parties must discuss and reach agreement on rights and responsibilities in each of the following areas, as applicable to the arrangement:

The rights and responsibilities of the University for matters such as:

- a) provision of and rights over intellectual property;
- b) policy and procedural framework, including clarification of which of the University's policies and procedures apply, and which of the Partner's policies and procedures apply;
- c) provision of current administrative guidelines/manual;
- d) provision of academic support to the Partner's managers and academic staff;
- e) student and staff induction;
- f) best endeavours to maintain TEQSA registration and program accreditation;
- g) marketing and promotion;
- h) student admission and enrolment requirements and processes (including English language requirements);
- i) credit transfer and recognition of prior learning;
- j) setting of student fees;
- k) maintenance of student records;
- l) provision of assessment and marking, monitoring of student progress, academic integrity, student appeals and grievance processes;
- m) program and course management, including evaluation of program and teaching, and provision of support services.

The rights and responsibilities of the TNE Partner for matters such as:

- a) provision of and rights over intellectual property (especially if licensing courseware to the University);
- b) best endeavours to maintain local registration or accreditation;
- c) representation as appropriate on University academic bodies;
- d) compliance with the University's specified policy and procedures, and provision of information to students about all applicable policies and procedures;
- e) marketing and promotion of the program and ensuring that marketing and pre-enrolment materials are current, accurate and compliant with the HESF and approved by the University.

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- f) student admission and enrolment requirements and processes (including English language requirements);
  - g) academic integrity;
  - h) delivery of the program at an equivalent level of quality of delivery to the University including:
    - i. student and staff induction;
    - ii. local (i.e. provided by the TNE Partner) employment of teachers with the required qualifications and experience, approved by the University;
    - iii. provision of required property and facilities (for face-to-face or blended delivery);
    - iv. provision of local program and/or course materials;
    - v. provision of local tutorial services;
    - vi. maintenance of accurate local student records and student administration;
    - vii. provision and regulation of local assessment activities and marking, monitoring of student progress and feedback to students;
    - viii. co-operative participation in moderation of assessment and periodic audits;
    - ix. remittance and payment of fees;
    - x. provision of support services, including English language support where required;
    - xi. student complaints, grievances and appeals;
    - xii. periodic audit requirements;
    - xiii. engagement of work placements (if applicable).

2.4 University of Adelaide award programs or parts thereof delivered within a TNE arrangement must be taught and assessed in English, subject to any exceptions listed in the [Coursework Academic Programs Policy](#).

2.5 Having negotiated and reached a position on these matters, a proposal detailing the nature and structure of the TNE arrangement and the parties' relative rights and obligations must be approved by the PVC(I) on recommendation from the Internationalisation Strategy Committee, before proceeding to formalise the relationship in a legally binding agreement.

2.6 TNE arrangements that include new or major changes to an award program must be approved by Academic Board on recommendation of APEAC.

2.7 TNE arrangements that commit the University to a significant commercial activity must be approved by The University of Adelaide Council.

### **3. Legal Agreements**

3.1 The legal agreement will only be prepared after all relevant approvals have been obtained.

3.2 Legal agreements are to be prepared by the Proposer in conjunction with Global Engagement and Legal and Risk Branch.

3.3 The legal agreement will govern the relationship between the University and the TNE partner, and contain the respective obligations of the parties in relation to each TNE arrangement. The agreement is to cover the items listed above at 2.2 and may include:

- a) student admission and enrolment requirements and processes, including English language entry requirements, recognition of prior learning and credit transfer, language of instruction, support services;
- b) academic standards and governance;
- c) staff and student induction and orientation;
- d) program delivery and management, including monitoring student progress and success, academic integrity, student appeals and grievance processes;
- e) applicability of University policies and procedures;
- f) processes for conferring of awards;
- g) financial arrangements including tuition fees including discounts, scholarships, cost- and revenue-sharing;

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- h) resource commitment including of teaching staff, information technology, intellectual property (e.g. curriculum design, course content, teaching materials), administrative services, student services;
  - i) maintenance of student records and other record-keeping;
  - j) management of confidential information;
  - k) quality assurance, and
  - l) the conditions upon which the arrangement may be ceased or withdrawn.

3.4 Each legal agreement will vary depending on the nature of the TNE arrangement and the terms that are negotiated with each TNE partner. The individual nature of the relationship is reflected in the University's obligations, the TNE partner's obligations and the academic and financial arrangements. Other terms and conditions in the legal agreement are more standard in nature (such as *force majeure*, privacy, compliance with local laws, e.g. FOI, ICAC) and will therefore require little attention and amendment (if any).

3.5 Learning and Quality Support will review the draft legal agreement for compliance with University of Adelaide policy and HESF requirements.

#### **4. Reporting Requirements**

4.1 Where a TNE arrangement is a Third Party Arrangement it must be forwarded by the academic or business unit responsible for the TNE arrangement to Learning and Quality Support within 5 working days from the date of signing for reporting to TEQSA.

4.2 Global Engagement is responsible for maintaining records of all TNE agreements. This includes a central register of all active agreements and their terms.

#### **5. Monitoring Transnational Education Agreements**

5.1 The PVCI is responsible for ensuring that quality assurance monitoring and review of TNE agreements is undertaken, including that:

- a) contractual agreements are suitable and are being effectively implemented;
- b) the academic, business, strategic and reputational case for continuing each agreement is appropriately considered; and
- c) an annual review that considers enrolments, student performance and evaluation data, financial viability and quality assurance arrangements is completed by the academic or business unit responsible for the TNE arrangement and reported to Academic Board.

#### **6. Renewal of Transnational Education Agreements**

6.1 Global Engagement will initiate the process of renewal or non-renewal of an TNE agreement six months prior to the expiry of the agreement.

6.2 Where the TNE agreement is a University-wide agreement or involves different faculties, all relevant faculties will be required to provide information on the existing collaboration and make a recommendation on renewal or non-renewal of the agreement.

6.3 The criteria for renewal of TNE agreements include but are not limited to:

- a) continued alignment with the strategic directions and priorities of the University;
- b) significant ongoing activity that is of benefit to the University;
- c) continued financial viability of the initial business case;
- d) ongoing commitment of the TNE partner and key personnel to the TNE agreement;
- e) maintenance of expected academic standards and positive ongoing quality of the student experience;
- f) a re-assessment /evaluation of the risk, opportunity, and benefits with a positive outcome; and
- g) review of the FECR if there are any substantive changes to the TNE agreement.

6.4 Where renewal is approved, Global Engagement will manage the process in regard to updating, amending (if required) and signing the agreement as well as post-signing monitoring and review. The authorities for renewal will mirror those of the original agreement.

6.5 Where renewal is not approved, a formal communication of the University's decision should be sent to the TNE Partner by Global Engagement.

## AUTHORITIES

<b>Key</b>	<b>Authority Category</b>	<b>Authority</b>	<b>Delegation Holder</b>	<b>Limits</b>
Academic	Transnational Education	Approve initial concept proposal	Pro Vice-Chancellor (International) and relevant financial delegate	
Academic	Transnational Education	Approve Transnational Education arrangement proposals	Pro Vice-Chancellor (International)	On recommendation of Internationalisation Strategy Committee (ISC)
Academic	Transnational Education	Approve Transnational Education arrangements that include new or major revisions to award programs offered by the University of Adelaide	Vice-Chancellor and President	Academic Board on recommendation of Academic Program and Entry Approval Committee (APEAC)
Academic	Transnational Education	Approve Transnational Education arrangements with a significant commercial activity	University Council	On recommendation of the Vice-Chancellor and President
Academic	Transnational Education	Sign TNE legal agreements with a significant commercial activity	Vice-Chancellor and President	On authority of University Council
Academic	Transnational Education	Sign TNE legal agreements where it includes a new or major change to an award program	Deputy Vice-Chancellor (Academic)	On approval of the VC&P following recommendation of Academic Board
Academic	Transnational Education	Sign TNE legal agreements	Pro Vice-Chancellor (International)	Except where approval is required by University Council or the VC&P

## DEFINITIONS

**FEER** means Foreign Engagement Compliance Review.

**HESF** means the *Higher Education Standards Framework (Threshold Standards) 2021*.

**Initial Concept Proposal** means the concept proposal prepared by a Proposer to gain in-principle support for negotiations with a proposed TNE Partner.

**Proposer** means the University staff member proposing a Transnational Education arrangement.

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**TEQSA** means the Tertiary Education Quality and Standards Agency.

**Third Party Arrangement (TPA)** means an arrangement made by the University with another party (in Australia or overseas) to deliver any aspect of its higher education services in relation to a program that leads to the award of an Australian-regulated higher education qualification

**Transnational Education (TNE)** means a course or program that is provided to one or more specifically targeted cohort(s) either partly or fully outside Australia through face-to-face instruction or any mix of online and face to face instruction. Transnational Education may involve collaboration with one or more international third parties external to the University of Adelaide. Such arrangements are subject to specific standards and conditions. Transnational Education may be offered as an award course or program.

**TNE Partner** means a legal entity separate from the University with which the University has a contractual relationship for the purposes of formalising a TNE arrangement.

<b>RMO File No.</b>	F. 2020/3600
<b>Policy Custodian</b>	Deputy Vice-Chancellor and Vice-President (Academic)
<b>Responsible policy officer</b>	Pro Vice-Chancellor (International)
<b>Endorsed by</b>	Academic Board on 5 August 2020
<b>Approved by</b>	Acting Vice-Chancellor and President on 5 August 2020
<b>Related Documents and Policies</b>	<a href="#">International Agreements Policy</a> <a href="#">Jointly Conferred Coursework Awards Policy</a> <a href="#">Jointly Conferred Higher Degree by Research (HDR) Awards Policy</a> <a href="#">Guidelines to Counter Foreign Interference in the Australian University Sector</a>
<b>Related Legislation</b>	<i>Higher Education Standards Framework (Threshold Standards) 2021</i> <i>Educational Services for Overseas Students Act 2000</i> <i>Foreign Influence Transparency Scheme Act 2018</i> <i>Defence Trade Controls Act 2012</i> <i>ESOS Act</i>
<b>Superseded Policies</b>	
<b>Effective from</b>	5 August 2020
<b>Review Date</b>	5 August 2023
<b>Contact for queries about the policy</b>	Pro Vice-Chancellor (International), telephone 35902, email <a href="mailto:pvc@adelaide.edu.au">pvc@adelaide.edu.au</a>