Guidelines for Inter-institutional Agreements

Approved by: Vice-Chancellor on 8 July 1997
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Introduction

The national and international profile of the University of Sydney is enhanced by the active participation of its staff and the visibility of its students in activities arising from cooperative cross-institutional Agreements with a range of relevant institutions both within and outside Australia. The challenge to the University is to ensure that academic cooperation is facilitated through provision of sound administrative support and that overly burdensome procedures are avoided.

Co-operative arrangements may vary in formality from formal Agreements, such as Memoranda of Understanding that are negotiated at institutional levels and signed by the CEOs of the institutions concerned to informal Agreements that result from the initiative of individual staff and relate to the conduct of particular activities or events.

While some co-operative arrangement can and will exist at an informal level, this will not apply in cases where award programs of the University of Sydney are involved. In such cases, the University's reputation and the interests of its students must be safeguarded. This will typically be achieved through the Academic Board which has the responsibility of ensuring the academic integrity of the University's programs of instruction and the quality of their modes of delivery.

Where an inter-institutional Agreement involves an award course of the University of Sydney, matters relating to Academic Board requirements for admission, assessment and curriculum requirements for the program, the methods proposed for moderation and quality assurance as well the agreement of the relevant faculty, college or other university groups will need to be addressed prior to the finalisation of the Agreement.

Scope of these guidelines

In developing guidelines for Agreements, it is not intended to impose any changes to the informal inter-institutional co-operation that occurs at the level of individual staff or groups of staff. Monitoring of these informal arrangements should occur as appropriate at departmental or faculty levels.

The guidelines proposed in this discussion paper relate to inter-institutional Agreements and are intended to apply where inter-institutional co-operation is the subject of formal documentation including Memoranda of Understanding or similar signed by one or more officers of the University of Sydney. The institutions involved in these links with the University of Sydney will commonly but not necessarily be located overseas and may involve a range of academic activities, including the delivery of programs that provide students with advanced standing to programs of this University, the delivery of programs of the University, staff and/or student exchanges.

These guidelines do not apply to inter-institutional Agreements outside the international arena, such as those concerned with the clinical placements of UG students of the University of Sydney.
A pro forma designed to assist in the process of setting up an Agreement is available. The pro forma should be used whenever a University-to-University Memorandum of Understanding or a Student Exchange Agreement is proposed.

A second pro forma (See B2 below) will be prepared following discussion of these guidelines and feedback by relevant groups, including the International Reference Group.

**Guidelines**

All Agreements will be for a nominated time period, commonly 3 to 5 years, after which time an Agreement will lapse unless renewed.

**A. Formal inter-institutional Agreements for research cooperation and/or for staff and/or student exchanges**

A1 Agreements of this nature may be entered into to support the activities of departments, faculties, Colleges or the University as a whole and typically take the form of Memoranda of Understanding to operate for a nominated period.

A2 Before their conclusion, any Agreement involving the proposed exchange of students will be referred to the International Office for advice concerning relevant matters such as visa requirements and other formalities.

A3 Such Agreements may be of various types:

(i) inter-departmental Agreements, initiated by the relevant Head(s) of Department of the University of Sydney, endorsed by the Dean(s), with the signatory on behalf of the University of Sydney being the relevant College Pro-Vice-Chancellor(s);

(ii) inter-faculty Agreements, initiated and endorsed by the Dean(s), with the signatory on behalf of the University of Sydney being the relevant College Pro-Vice-Chancellor(s);

(iii) inter-institutional Agreements, endorsed by the relevant College Pro-Vice-Chancellor(s), in which case the appropriate signatory for the University of Sydney is the Deputy Vice-Chancellor (International & Development).

A4 Notwithstanding item A3 above, where the signatory of the proposed partner institution is to be its Vice-Chancellor/President/Rector/Chief Executive, the proposed Agreement will be forwarded prior to finalisation to the Deputy Vice-Chancellor (International & Development) to determine whether, from the University's position, the Vice-Chancellor's signature is appropriate, and if so, will forward the document to the Vice-Chancellor.

A5 Notwithstanding item A3 above, where the partner is a Department or Division of a foreign Government, the proposed Agreement will prior to finalisation be forwarded to the Deputy Vice-Chancellor (International & Development) to determine whether from the University's position, the Vice-Chancellor's signature is appropriate, and if so, will forward the document to the Vice-Chancellor.

A6 A copy of each Agreement signed in this category will be forwarded to the Deputy Vice-Chancellor (International and Development) for central records and data base entry.
B. Agreements that involve the offering, in whole or part, of any existing award program of the University within Australia or overseas

B1 The Vice-Chancellor and Principal will be the signatory on behalf of the University of Sydney to an Agreement through which any degree, diploma or certificate program of the University is to be offered either in whole or part, in association with or by a partner institution in Australia or overseas.

B2 A Supporting Memorandum will be prepared by the proposing group and will provide brief comment on the partner institution under the following headings:
- academic standing and, where appropriate, financial stability;
- arrangements for the physical and pastoral care of the students involved;
- arrangements for the collection, disbursement and refund of tuition fees (if any) to be paid by those students;
- arrangements for student record keeping;
- resource implications (both human and financial) of the Agreement;
- where relevant, provisions made to protect the University’s intellectual property;
- where relevant, the arrangements to address any offshore legal and financial requirements, such as provisions for withholding tax.

A pro forma with checklist will be provided to facilitate this process.

B3 Where an Agreement involves the offering of units of study under arrangements that vary significantly from their normal modes of offering, the relevant Dean(s) and Head(s) of Department will certify that the new arrangements are appropriate.

B4 After endorsement by the relevant Dean(s) and College Pro-Vice-Chancellor(s), the proposed Agreement with the Supporting Memorandum should be forwarded to the Deputy Vice-Chancellor (International and Development) who will refer it to the Vice-Chancellor.

B5 A copy of any such Agreement under this category will be recorded in the central database through the Deputy Vice-Chancellor (International & Development).

C. Agreements to accept prior studies at another institution for credit or exemption towards a Degree, Diploma or Certificate of the University for international students

C1 It is acknowledged that the granting of credit for prior studies at another institution whether within Australia or overseas is governed by the Resolutions of Senate relating to particular degrees and is typically handled according to the general policies of Academic Board.

C2 Under normal circumstances, the granting of credit would not normally entail the setting up of a formal Agreement. In some cases, however, for offshore legal purposes or to enhance international student recruitment, a formal Agreement will be deemed desirable by an academic unit. Such an Agreement should specify the extent of the credit and the circumstances under which it would be granted and recognise that admission may be subject to quota restriction.

C3 The signatory for such Agreements is the relevant College Pro-Vice-Chancellor(s) after endorsement by the Dean(s).

C4 When signing such Agreements, the College Pro-Vice-Chancellors would generally satisfy themselves that:
- the proposed partner institution is of good academic standing and reputation;
- its students will be properly prepared for their proposed programs of study in Australia; and
- relevant legal and financial requirements have been addressed.
C5 A copy of any such Agreement under this category will be forwarded to the Deputy Vice-Chancellor (International and Development) for central records and to be included in relevant marketing material.

D. Use of the University coat-of-arms

Where an Agreement has been set up in accord with the relevant guidelines and signed by the appropriate University officers, the Vice-Chancellor or nominee may approve the limited use of the University coat-of-arms or other devices for circumscribed purposes by the other institutional party to the Agreement.

These guidelines have been developed in consultation with the International Reference Group, the Senior Executive Staff and the Vice-Chancellor's Advisory Committee and come into effect from 7 August 1997.

The guidelines will be reviewed on a regular basis.