

# AGREEMENTS FOR EDUCATIONAL SERVICES POLICY 2011

The Acting Vice Chancellor and Principal, as delegate of the Senate of the University of Sydney, adopts the following policy.

Dated: 23 June 2011

Date amended: 25 August 2015 (administrative amendments only)

6 June 2016 (administrative amendments only)

27 October 2016 (administrative amendments only)

7 June 2017 (administrative amendments only)

Signature:

Name: Professor Stephen Garton

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### 1 Name of policy

This is the Agreements for Educational Services Policy 2011

### 2 Commencement

This policy commences on 23 June 2011.

### 3 Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds the University, staff, students and affiliates.

### 4 Statement of intent

This policy prescribes and limits the circumstances in which the University will make local and international agreements for the provision of educational services by the University.

### 5 Application

This policy applies to all agreements, and proposals for agreements, to which the University is or might be a party, and which involve the provision of educational services by the University.

### 6 Definitions

In this policy

<b>Act</b>	means the <a href="#">University of Sydney Act 1989 (as amended)</a>
<b>advanced standing</b>	means acknowledgement by the University of prior academic achievement, usually in the form of credit points that count towards the requirements of an award course
<b>agreement</b>	means any agreement or arrangement with the actual or potential effect of binding the University, including, but not limited to, contracts, deeds, memoranda of understanding, exchange of letters, and oral undertakings
<b>CCPC</b>	means the Curriculum and Course Planning Committee of the UE
<b>commercial activity</b>	as defined in Section 26A of the Act means:  (a) any activity engaged in by or on behalf of the University in the exercise of commercial functions of the University; and  (b) any other activity comprising the promotion of, establishment of or participation in any partnership, trust, company or other incorporated body, or joint venture, by or on behalf of the University, that is declared by the <i>Commercial Activities Guidelines</i> to be a commercial activity
<b>Commercial Activities Guidelines</b>	means the <a href="#">Guidelines Concerning Commercial Activities</a> determined by the Senate under Section 26B of the Act
<b>controlled entity</b>	as defined in subsection 16A(6) of the Act means:  a person, group of persons or body of which the University or the Senate has control within the meaning of a standard referred to in sub-section 39(A) or 45(1A) of the <i>Public Finance and Audit Act 1983</i>

<b>Dean</b>	means: <ul style="list-style-type: none"><li>• in relation to a faculty, the Dean of the relevant faculty;</li><li>• in relation to a University school, the Head of School and Dean (University school) of the of the relevant University School</li></ul>
<b>delegate</b>	means a person, committee, authority or officer of the University or other body to whom the Senate delegates a function
<b>educational services</b>	includes the educational services described in subclause 7(1) of this policy
<b>Faculty</b>	means a faculty or University school, as established in each case by its constitution or, where applicable, a board of studies.
<b>object of the University</b>	as defined in subsection 6(1) of the Act means: the promotion, within the limits of the University's resources, of scholarship, research, free inquiry, interaction of research and teaching, and academic excellence
<b>private professional activity</b>	as defined in the <a href="#">Outside Earnings of Academic Staff Policy 2011</a> means: outside earnings activity undertaken in a staff member's private capacity, including an arrangement between the academic and an external client or other third party to which the University is not directly or indirectly a party
<b>proposal</b>	means a proposed agreement for educational services
<b>risk</b>	means any actual or contingent risk of: <ul style="list-style-type: none"><li>• any financial loss or consequence, including taxation consequences;</li><li>• legal liability, including liability in relation to occupational health and safety;</li><li>• loss of or damage to the University's reputation;</li><li>• impairment of the University's ability to properly conduct its principal functions under the Act;</li><li>• real or apparent lack of probity, or of maladministration or corruption; and</li><li>• any other risk that the Senate or Vice-Chancellor determines is a risk for the purpose of this policy or the Commercial Activities Guidelines.</li></ul>
<b>sponsor</b>	means a person or organisational unit within the University who or which proposes that the University or a controlled entity should enter into an agreement for the provision of educational services by the University.
<b>UE</b>	means the University Executive

## 7 What are educational services?

- (1) Educational services are services delivered, for commercial gain or otherwise, by or on behalf of the University or a controlled entity that use or develop any educational facility, resource or property of the University or in which the University has a right or interest (such as curriculum, research, knowledge and intellectual property), including:
  - (a) non-award training;
  - (b) teaching and assessment;
  - (c) curriculum development, review and endorsement;
  - (d) curriculum transfer or licensing;
  - (e) co-delivery of courses;
  - (f) joint venture campuses;
- (2) Educational services for the purposes of this policy do not include student exchange, study abroad or cotutelle arrangements, or educational services delivered to the University by other parties, such as the provision of curriculum materials and teaching delivered by the staff of other institutions

**Note:** Such matters are governed by other policies. See:  
[Cotutelle Scheme Policy](#)  
[University of Sydney \(Coursework\) Rule 2014](#)  
[Learning and Teaching Policy 2015](#)  
[Coursework Policy 2014](#)

## 8 Limits on agreements for educational services

The University will not enter into an agreement for educational services unless:

- (a) the feasibility and desirability of the proposal has been assessed in accordance with this policy;
- (b) the proposal has been approved by the relevant delegate, and in accordance with any procedures associated with this policy;
- (c) where a proposal constitutes a commercial activity, the proposal has been approved in accordance with the Commercial Activities Guidelines; and
- (d) the proposal complies with the requirements of the [Intellectual Property Policy 2016](#).

## 9 Feasibility and desirability

- (1) The feasibility and desirability of any proposed agreement for educational services will be assessed, taking into account:
  - (a) the object of the University;
  - (b) the strategic objectives and policies of the relevant school, faculty or discipline;
  - (c) the rationale for the proposal;
  - (d) the reputation and standing of the proposed partner (preferably a government instrumentality or large and well-established private sector organisation);

- (e) the benefits, costs and risks of the proposal to the school, faculty and the University (including any non-financial public benefit to the relevant local or international community);
  - (f) the impact of the proposal on existing or other proposed initiatives in like discipline areas and geographical regions (whether owned by the University or by other education providers);
  - (g) where relevant, the practicality and appropriateness of translating curriculum, teaching and assessment methodology from the Australian to the relevant international social and cultural context;
  - (h) the appropriateness of the IP arrangements associated with the proposal; and
  - (i) the appropriateness of proposed exit strategies, including termination conditions.
- (2) Where a proposal involves the delivery of another university's award programs or units of study that are, or may in the future, be given credit or recognised for advanced standing towards a University of Sydney award, the feasibility and desirability assessment will also take into account:
- (a) the ability of the proposed or any existing quality assurance processes to ensure that the standards of the proposal are equal to those of the University in respect of student admission, teaching, assessment, access to facilities and resources (including library and e-learning resources), student rights and responsibilities, student feedback and program review; and
  - (b) the proposed administrative and support arrangements for the program.
- (3) Where a proposal requires the involvement of University employees, the feasibility and desirability assessment will also take into account:
- (a) a human resources plan that sets out the agreed levels of support and return to staff; and
  - (b) any applications for approval of outside earnings in accordance with the University's [Outside Earnings of Academic Staff Policy 2011](#).

## 10 Outside earnings of academic staff

Where a proposal is exclusively for a private professional activity, the sponsor is not required to comply with this policy or procedures associated with this policy. However, the requirements of the [Outside Earnings of Academic Staff Policy 2011](#) must be met.

## 11 Initial endorsements of proposals

- (1) Subject to clause 10, a sponsor may only develop a proposal after obtaining the endorsements required by this clause.
- (2) If the sponsor is not a Dean, he or she must obtain the endorsement of:
  - (a) the relevant Head of School or equivalent, before seeking the endorsement of the Dean; and
  - (b) the relevant Dean.
- (3) If the proposal involves the delivery of an award course or courses, the sponsor must also obtain the endorsement of:
  - (a) the CCPC; and
  - (b) UE.

- (4) The Dean may endorse a proposal only if the Dean considers it, on a preliminary basis, to be feasible and desirable.
- (5) If the relevant Dean determines that the proposal is not feasible or desirable on a preliminary basis, or if other required endorsements are not obtained, the sponsor must not further develop the proposal.

## **12 Proposals involving a commercial activity**

If a proposal involves a commercial activity, it must also comply with the Commercial Activities Guidelines.

## **13 Development of proposals**

- (1) Once the necessary initial endorsements have been obtained, a sponsor may proceed to develop a proposal.
- (2) Having developed the proposal, the sponsor must then prepare a business plan which provides sufficient information for the final assessment of feasibility and desirability of the proposal, and where appropriate, of compliance with the Commercial Activities Guidelines.

## **14 Approval of proposals**

Proposals to enter into educational agreements may be approved by the Senate or a delegate.

## **15 Documentation of agreements**

The documentary form of any agreement for educational services must:

- (a) be appropriate in form and scope to the nature of the activity;
- (b) reflect an assessment of the level of risk or uncertainty acceptable to the University;
- (c) allow for appropriate exit strategies, to cater for all contingencies; and
- (d) be consistent with advice received from the Office of General Counsel.

## **16 Determination of procedures**

The Deputy Vice-Chancellor (Education) and Registrar may determine procedures for the implementation of this policy, including the specification of forms to be used.

## NOTES

### Agreements for Educational Services Policy 2011

Date adopted: 23 June 2011

Date amended: 25 August 2015 (administrative amendments only)

6 June 2016 (administrative amendments only)

27 October 2016 (administrative amendments only)

7 June 2017 (administrative amendments only)

Date registered:

Date commenced: 23 June 2011

Administrator: Deputy Vice-Chancellor (Education) and Registrar

Review date: 23 June 2014

Related documents: University of Sydney Act 1989 (NSW) (as amended)

Public Finance and Audit Act 1983 (NSW)

Guidelines Concerning Commercial Activities

University of Sydney (Delegations of Authority - Administrative Functions) Rule 2016

Learning and Teaching Policy 2015

Intellectual Property Policy 2016

Outside Earnings of Academic Staff Policy 2011

Agreements for Educational Services Procedures 2011

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## AMENDMENT HISTORY

Provision	Amendment	Commencing
Internal hyperlinks	Updated to refer to Policy Register	22.10.12
Internal hyperlinks and references	Updated various hyperlinks and references to other documents updated. Definition of SEG corrected. (administrative change only)	25.08.2015

<b>Provision</b>	<b>Amendment</b>	<b>Commencing</b>
Internal hyperlinks and references	Updated various hyperlinks and references to other documents updated.	06.06.2016
6; 11(3)(b)	Changing references to Senior Executive Group (SEG) to University Executive (UE).	27.10.2016
11(3)(a)	Minor typographical amendment (administrative amendment only)	27.10.2016
6	Amendments relating to organisational design changes	7 June 2017
Related documents	Updated reference to University of Sydney (Delegations of Authority – Administrative Functions) Rule 2016	7 June 2017