



PARTNERSHIPS POLICY

Authorised By:	Board of Governors	Revision: 1.8
Last Amendment Date:	Revision Date: 25 Sep 2023	
Review Due Date:	Next Review: 25 Dec 2025	
Related Documents:	Risk Management Policy	
Responsible Officer:	Registrar	
Review:	Executive	

Any person who requires assistance in understanding any aspect of this document should contact the Responsible Officer

1. Overview

This policy sets out Tabor's approach to delivery of its accredited higher education qualifications with other parties (partners). Tabor is responsible for ensuring that its partners comply with all relevant legislation and the Higher Education Standards Framework (HESF) (2015). Tabor is committed to ensuring that partners contracted through partnership agreements are subject to robust quality assurance measures that ensure the integrity of Tabor's qualifications and its higher education operations. This policy and its associated procedures are intended to identify how Tabor takes steps to assure that the community, prospective students, currently enrolled students and staff may have confidence in Tabor's partners.

Section 26 of the Tertiary Education Quality and Standards Agency (TEQSA) Act 2011, requires registered providers to ensure that any delivery with other parties is consistent with the HESF (2015). The Standards require that the registered higher education provider implements quality assurance mechanisms (HESF 5) to monitor the partnership to ensure that the information, educational experience and graduate outcomes for students and staff are equivalent across delivery sites and in aligned to the policies and procedures of Tabor as the registered higher education provider.

2. Scope and Applications

This policy applies to all partnership arrangements entered into by Tabor to deliver some, or all, of one or more of Tabor's accredited higher education qualifications. This includes partners who provide work integrated learning, student placements and internships.

3. Policy Principles

- 3.1. Tabor's approach to partnership agreements is to ensure that there are processes and procedures for the quality assurance of the partnership, and that Tabor accounts for the quality of education and any services delivered by a partner.
- 3.2. Tabor will:
 - 3.2.1. Undertake due diligence prior to the establishment of a partner agreement.
 - 3.2.2. For the first two years of a partnership agreement, Tabor will monitor and quality assure the partnership agreement each semester. Thereafter the partnership agreement will be monitored on an annual basis.
 - 3.2.3. Ensure Tabor's policies and procedures are applied consistently and that all students have the same rights and responsibilities regardless of delivery arrangements
 - 3.2.4. Assure itself that partner agreements meet and continue to meet the requirements of HESF and any other regulatory or legislative requirement and responsibility.
 - 3.2.5. Undertake cohort analysis to ensure equivalent experience, progression, and outcomes of students.
 - 3.2.6. Ensure that all information is accurate, not misleading and transparent, and be responsible for its representation of itself, regardless of any partnership agreement.
 - 3.2.7. Undertake corrective action to ensure and demonstrate that the requirements of HESF are met for all delivery arrangements.

4. Procedures

- 4.1. Prior to entering into a contractual arrangement with a prospective partner, Tabor will undertake due diligence. This will include:
 - 4.1.1. Verification and careful consideration of the prospective partner's corporate bona fides and standing, and financial standing, in line with Tabor's Partnership Agreements – Corporate Due Diligence Procedures (Appendix B).
 - 4.1.2. Assessment of any material change impacts related to the accreditation and delivery of the qualifications in line with Tabor's Partnership Agreements – Academic Due Diligence Procedures (Appendix A).
- 4.2. The President will make a determination based on the outcome of the Corporate Due Diligence assessment and the Academic Due Diligence assessment. The determination may be:
 - 4.2.1. To cease pursuit of the partnership. In which case, the prospective partner will be provided with advice to this effect along with the reasons why this determination was made.
 - 4.2.2. To recommend to the Board of Governors to proceed with the development of a Partnership Agreement.
- 4.3. The Board of Governors will, upon receipt of a recommendation to proceed from the President, approve the progression of a Partnership Agreement, and authorise the President to sign the completed agreement on behalf of Tabor.
- 4.4. The Partnership Agreement will be developed in accordance with Tabor's Partnership Agreements – Contractual Provisions Guidelines (Appendix C). A Partnership Agreement will provide, as a minimum, details of the following:
 - Scope – articulating the administrative and academic functions to be delivered by the partner in accordance with Tabor's policies and procedures.
 - Resourcing – identifying and detailing the resource provisions required by Tabor to ensure quality service delivery, and the revenue split reflecting the share of operational responsibilities to be carried out under the agreement.

- Student Protection – clarifying the provisions for student refunds, escalation of fees, and course closure, including Teach-out, discontinuation, transition and tuition assurance arrangements.
 - Equivalency – detailing how the partner will achieve for students the same learning outcomes, graduate attributes and student support services.
 - Quality Assurance – identifying mechanisms, processes and accountabilities that will ensure the quality of the partner and mitigate the risks for students and Tabor.
 - Review – detailing the timing of, and how Tabor will review the quality and effectiveness of the partner and the agreement contract, allowing for improvement, correction action and amendment as necessary.
 - Partnership Management accountabilities – reinforcing and clarifying Tabor’s governance accountabilities through its Board of Governors and Academic Board.
 - Any related documents – examples may include, but may not be limited to:
 - Evidence gathered through the due diligence processes.
 - Copies of TEQSA’s and/or any professional accreditation bodies’ approval of material change notifications
 - Copies of policies and procedures the partner is to comply with.
 - Copies of templates that may be used for auditing and reporting.
- 4.5. Tabor’s Chief Operating Officer will be responsible for the day-to-day operational liaison and management of partners, as well as undertaking the corporate due diligence review of prospective partners.
- 4.6. The Academic Director will be responsible for undertaking the academic due diligence review of prospective partners and reporting any material changes to TEQSA and any professional accreditation bodies or agencies in accordance with legislative requirements.
- 4.7. The President (CEO) will verify that TEQSA and any professional accreditation bodies or agencies have been notified of the material change to an accredited program, and that relevant approvals have been received and are in place prior to signing a Partnership Agreement.
- 4.8. Tabor’s Partnership Agreements – Quality Assurance Reporting Template will be used to provide quarterly reports to the Academic Board, so that it can assure itself and the Board of Governors that the partner is providing an equivalent experience for students and staff in accordance with HESF and Tabor policies and procedures. An annual report on the performance of the partnership will be provided to the Board of Governors.

5. Definitions

5.1. A Partnership Agreement means an arrangement made by Tabor with another legal entity (in Australia or Overseas) to deliver some or all of one, or more, of Tabor’s accredited higher education courses. Such arrangements can include placements and student internships.

5.2. See [Global Definitions](#)

6. Communication and Training

6.1. The President and/or Chief Operating Officer, will ensure that this policy and its associated documents are provided to Senior Executive and Executive Council, and that ongoing training and advice in the application of this policy is provided as needed.

Appendix A – Academic Due Diligence Procedures

Tabor is committed to ensuring that partners contracted through partnership agreements are subject to robust quality assurance measures that ensure the integrity of Tabor's qualifications and its higher education operations. To achieve this, Tabor undertakes to exercise due diligence prior to entering into a contractual arrangement with a prospective partner. This includes:

- Verification and careful consideration of the prospective partner's corporate bona fides and standing, and financial standing, in line with Tabor's Partnership Agreements – Corporate Due Diligence Procedures (Appendix B).
- Assessment of any potential material change impacts related to the accreditation and delivery of the qualification in line with Tabor's Partnership Agreements – Academic Due Diligence Procedures (Appendix A).

The following academic due diligence procedures will apply to all partnership arrangements entered into by Tabor to deliver some or all, of one or more of Tabor's accredited higher education qualifications. This includes partners who provide work integrated learning, student placements and internships.

Procedures

1. Tabor's approach to partnership agreements is to ensure that there are processes and procedures for the quality assurance of the partnership, and that Tabor accounts for the quality of education and any services delivered by a partner.
2. Prior to entering into a contractual arrangement with a prospective partner, Tabor will undertake due diligence, which includes assessment and reporting of any potential material change impacts related to the accreditation and delivery of Tabor's qualification/s by a prospective partner.
3. The Academic Director will:
 - 3.1. Make an assessment of the potential material change impacts in the prospective partner's delivery of all, or part of one or more of Tabor's accredited higher education qualifications by:
 - 3.1.1. Identifying any material changes.
 - 3.1.2. Identifying, in addition to TEQSA, any professional accreditation bodies or other agencies that need to be notified and from whom approval of the identified material change/s is required prior to entering into a contractual arrangement with a prospective partner.
 - 3.2. Consult with the Registrar on matters of compliance and reporting.
 - 3.3. Gather the necessary information and submit the material change notifications to the identified organisations.
 - 3.4. Respond to, and liaise with the identified organisations to clarify any questions, and provide additional information as requested.
 - 3.5. Upon completion of the due diligence review, provide a report, along with copies of the written material change approvals, and make a recommendation to the President.
4. The President will make a determination based upon reports received from the COO regarding Corporate Due Diligence, and the Academic Director regarding Academic Due Diligence. The determination may be:
 - 4.1. To cease pursuit of the partnership. In which case the prospective partner will be provided with advice to this effect along with the reasons why this determination was made.
 - 4.2. To recommend to the Board of Governors to proceed with the development of a Partnership Agreement.

Appendix B – Corporate Due Diligence Procedures

Tabor is committed to ensuring that partners contracted through partnership agreements are subject to robust quality assurance measures that ensure the integrity of Tabor's qualifications and its higher education operations. To achieve this, Tabor undertakes to exercise due diligence prior to entering into a contractual arrangement with a prospective partner. This includes:

- Verification and careful consideration of the prospective partner's corporate bona fides and standing, and financial standing, in line with Tabor's Partnership Agreements – Corporate Due Diligence Procedures (Appendix B).
- Assessment and reporting of any material change impacts related to the accreditation and delivery of the qualification in line with Tabor's Partnership Agreements – Academic Due Diligence Procedures (Appendix A).

The following corporate due diligence procedures will apply to all partnership arrangements entered into by Tabor to deliver some or all, of one or more of Tabor's accredited higher education qualifications. This includes partners who provide work integrated learning, student placements and internships.

Procedures

1. Tabor's approach to partnership agreements is to ensure that there are processes and procedures for the quality assurance of the partnership, and that Tabor accounts for the quality of education and any services delivered by a partner.
2. Prior to entering into a contractual arrangement with a prospective partner, Tabor will undertake due diligence, which includes careful consideration and assessment of the prospective partner's corporate bona fides and standing, and financial standing.
3. The Chief Operating Officer (COO) will:
 - 3.1. Make an assessment of the prospective partner by researching and reviewing:
 - 3.1.1. Its history, track record and standing, including that of any related entities.
 - 3.1.2. Its record of compliance issues, including any recorded against its related entities.
 - 3.1.3. Completed Fit and Proper Person declarations from the prospective partners Governing Body, Senior Management and any others directly involved in decision making.
 - 3.1.4. The governance arrangements in place.
 - 3.1.5. Its audited financial statements, at least for the prior three (3) years.
 - 3.1.6. Its history of education provision against each education sector, ie:
 - Schools
 - ELICOS
 - VET
 - Higher Education
 - 3.1.7. Its current capability statement, which identifies its capacity to deliver higher education at the level required. This will address:
 - Staffing – both academic and professional staff, their proposed role, employment basis and CVs
 - Administration – staffing structure, and support systems
 - Facilities – floor plans and room sizes, quality and age of physical facilities, permit/lease arrangements on the premises, teaching facilities, Library, study areas, staff offices, student advice, student facilities and disabled access.
 - 3.1.8. Undertake a risk assessment in accordance with Tabor's [Risk Management Policy](#).

- 3.2. Upon completion of the due diligence review, provide a report, including a copy of the risk assessment, and make a recommendation to the President.
 - 4. The President will make a determination based upon reports received from the COO regarding Corporate Due Diligence, and the Academic Director regarding Academic Due Diligence. The determination may be:
 - 4.1. To cease pursuit of the partnership. In which case the prospective partner will be provided with advice to this effect along with the reasons why this determination was made.
- To recommend to the Board of Governors to proceed with the development of a Partnership Agreement.

Appendix C – Contractual Provisions Guidelines

Tabor is committed to ensuring that partners contracted through partnership agreements are subject to robust quality assurance measures that ensure the integrity of Tabor's qualifications and its higher education operations. To achieve this, Tabor undertakes to exercise due diligence prior to entering into a contractual arrangement with a prospective partner, and to ensure that contractual provisions are clearly articulated in any partnership agreements.

Procedures

1. Tabor's approach to partnership agreements is to ensure that there are processes and procedures for the quality assurance of the partnership, and that Tabor accounts for the quality of education and any services delivered by a partner.
2. Upon completion of its due diligence procedures, and subsequent to a positive determination by the President, and approval to proceed from the Board of Governors, a Partnership Agreement will be developed.
3. As a minimum, the agreement will clearly articulate and identify the following details:
 - 3.1. Scope
 - 3.1.1. The administrative and academic functions that are to be delivered by the partner.
 - 3.1.2. Tabor's policies and practices that must be complied with in the delivery of Tabor's qualifications and against which the partner's performance will be monitored.
 - 3.2. Resourcing
 - 3.2.1. The financial, human and infrastructure resource provisions required by Tabor to ensure quality service delivery.
 - 3.2.2. The revenue split, if any, between Tabor and the partner. This will be proportionate to the share of operational responsibilities, and may include an acknowledgement of risk.
 - 3.2.3. The procedures for invoicing and payment.
 - 3.3. Student protection
 - 3.3.1. The provisions for student refunds in accordance with Tabor's policy and procedures.
 - 3.3.2. The procedures and responsibilities for amending, either up or down, student fees for subjects and/or courses.
 - 3.3.3. The procedures for course closure in accordance with Tabor's policy and procedures, which include:
 - a. Teaching out a course
 - b. Discontinuing a course
 - c. Transitioning students to a new course or provider
 - d. Activation of the Tuition Assurance Scheme
 - 3.4. Equivalency
 - 3.4.1. The provisions that the partner will be required to demonstrate to ensure that the students it delivers to achieve the same learning outcomes and graduate attributes as their peers that Tabor delivers directly to.
 - 3.4.2. The support provisions that the partner is required to provide to students to ensure an equivalent experience regardless of delivery modes or arrangements.

3.5. Quality Assurance

- 3.5.1. Mechanisms and processes to be used by Tabor to ensure the ongoing quality of the partner.
- 3.5.2. The quality and compliance context under which the agreement is established.
- 3.5.3. How risks for students and Tabor will be identified and mitigated, and the subsequent responsibilities in this regard.

3.6. Review

- 3.6.1. How Tabor will review the quality (as per 3.5 above) and effectiveness of the partner and the agreement contract.
- 3.6.2. How improvement, corrective actions and amendments will be managed and documented. This will include, but may not be limited to:
 - a. Timeframes, review schedules, and Quality Improvement action plans
 - b. Templates to be used
 - c. Document management and disposal schedules
 - d. Reporting requirements
 - e. Escalation procedures where risks/improvements are not addressed according to Tabor requirements
 - f. Criteria leading to, and process for dissolving the partnership agreement

3.7. Partnership Management accountabilities

- 3.7.1. Tabor's governance structure and accountabilities in relation to its Board of Governors and its Academic Board.
- 3.7.2. Tabor's partnership agreement contract manager, including contact details to facilitate day-to-day operational liaison with and management of partners.

3.8. Related Documents

- 3.8.1. These may include, but may not be limited to:
 - a. Evidence gathered through the due diligence processes
 - b. Copies of material change notification approvals from TEQSA and/or professional accreditation bodies or other agencies in accordance with legislative/reporting requirements.
 - c. Copies of policies and procedures the partner is to comply with
 - d. Copies of templates that may be used for auditing and reporting

- 4. The President will make a determination based upon reports received from the Chief Operating Officer in regard to Corporate Due Diligence, and the Academic Director in regard to Academic Due Diligence. The determination may be:

- 4.1. To cease pursuit of the partnership. In which case the prospective partner will be provided with advice to this effect along with the reasons why this determination was made.

To recommend to the Board of Governors to proceed with the development of a Partnership Agreement.

Appendix D - Partnership Agreement Quality Assurance Reporting Template

Partnership Agreement:			
Date:			
Site:			
Date of Site Visit:			
Tabor QA Auditor/s:			
Item	Reviewed / Consistent with Tabor Policy and Procedures	Comments Meeting KPI's Green / Amber / Red	Follow-Up
Admission			
Academic Appeals			
Academic Integrity			
Assessment Moderation			
Credit or RPL Decisions			
Critical Incidents			
English Language Requirements			
Infrastructure and Premises			
Learning Resources			
Orientation program (new students)			
Record Keeping			
Staff Feedback			
Staff Professional Development			
Student Complaints			
Student Feedback			
Student Information (Handbooks and LMS)			
Student Performance Data			
Student Placements			
Student Records			
Student Support			
Student Withdrawals			
Students at Risk			
Website Information			
Other			

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