



Schedule A: Checklist for Developing New Joint & Dual Awards

Part 1: Academic Considerations for Joint and Dual Award Agreements

Note: This list will apply 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 UOW (including UOWGE controlled entities) 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 the Legal Services Unit 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 Faculty-based academic staff. These standards 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 entered on COSMOS and submitted for endorsement as provided in the Course and Subject Approval Procedures – New Offerings and Discontinuations. This information 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 the Delegated Authority has approved the Jointly Conferred Course.



#	Subject	Questions	Comment and/or University preferred option (if applicable)



UNIVERSITY
OF WOLLONGONG
AUSTRALIA

Host university



1	Appointment of host institution	<p>Will one institution be nominated as a “host” or “home” institution” ie one with particular responsibility for 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 UOW is the host, it may be necessary to check with service providers such as Student Services, IMTS, Library, LTC that the responsibilities can be undertaken.</p>
3	Fees for host institution	<p>Will the host institution be recompensed for that role?</p> <p>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	<p>How will changes to the Course be made?</p>	<p>The original agreed program structure, including details of courses, must be included in the Agreement, usually as a Schedule to the Agreement.</p> <p>The agreement needs to specify that changes can only be made with agreement of all partner institutions, usually through a Joint Program Committee</p>



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 Leader(s), deciding on intake numbers). For national coursework agreements, the manager could be an Executive Dean or Assoc. Dean Education (ADE); for international coursework agreements the nominee could be an Executive Dean or Assoc. Dean (International). Usually the initial holders of these positions are listed in a Schedule to the Legal Agreement.
6	Course Leader/Director	Each partner institution to appoint. Who will these be for the University? What will their duties be?	Suggested duties of Course Leader: 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 Leader duties may include ensuring that the obligations on the Host Institution, as specified in the agreement, are implemented (eg updating website, enrolling students etc.).
7	Subject Coordinator	Each partner institution to appoint for each subject for which it is designated as the responsible Institution.	Suggested duties: development of subject material; making them available in accord with agreed delivery mechanism; marking assessments, etc. May be linked to standard role of Subject Coordinator
8	Joint Program Committee	This formalises meetings of all Course Leaders, and ensures they work together to oversee the joint program. 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 Leaders and plus other relevant staff, as considered necessary. If there is a host institution, the chair may be the Partnership Manager from that institution. <i>Duties:</i> Oversee academic, administrative and quality aspects of Jointly Conferred Program, 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 program)
10	Online promotion/information	How will quality control of online promotional information be assured?	<i>Preferred option:</i> that there be only one formal program 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? How will they be charged to students (e.g. on a per subject basis?) What will the fee cover? (refer Fees Policy) Will there be a compulsory Student Services Fee (or equivalent at the partner institution)? In what currency will they be set (where partners are international)? What happens if partner institutions cannot agree on a fee for any intake?	Note that all student and tuition fees must be specified in the agreement and cannot be left "to be advised" Fee review dates must have regard to DET reporting requirements. What fees cover must have regard to DET requirements. Financial Services Unit will need to be consulted.
13	Collecting	Who will be responsible for collecting the fee? What happens if a student defaults on fee payments?	ESOS mandated protocols for fee defaults must be taken into account (for international students)



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 subject load; or could be distributed equally among all partner institutions</p>
Recruitment, Admission and Credit Transfer			
16	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 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>
17	Application process	<p>What 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 Course Rules submitted to SCDC)</p>	<p><i>Preferred option:</i> that applicants must be acceptable to all partner institutions. (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>



18	Credit for Prior Learning	<p>What will be the process for granting credit? Will all parties need to agree to applications for credit for prior learning? 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: Host institution to process credit application; all institutions to agree on credit limit based on least generous policy?</i></p>
Enrolment, intakes and mode of delivery			
19	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: 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)</i></p>
20	Number of intakes/Timetabling	<p>Are there differences in semester dates/timetables to be addressed? How many intakes a year will there be? What will be the date of the first intake? When will later intakes occur? If intake dates might vary, by when do they need to be set?</p>	<p><i>Preferred Option: This will depend on mode of delivery. The preferred option is to avoid students doing subjects across timetabling systems.</i></p>
21	Requirement for on-campus presence	<p>Will any partner institutions <i>require</i> students to attend on-campus?</p>	<p><i>Preferred Option: This will depend on mode of delivery. Requirements to be clearly specified in course materials</i></p> <p>Note for CRICOS purposes, students studying onshore who are international must be enrolled in face to face delivery mode for at least 75% of their study.</p>



Application of policies and rules			
22	Which policies apply?	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><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 programs 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 programs it may be necessary to comply with two policies. Where possible and practical, the names of relevant policies should be specified.</p>



23	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	<p><i>Preferred option:</i> at 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.</p> <p>Also, online access to all relevant policies (for both students and partner institutions)</p> <p>Specify how students will be informed of what policies apply to them and allocate responsibility (perhaps to host institution)</p>
24	Course Rules	There needs to be an agreed set of Course Rules	<p><i>Preferred Options:</i></p> <ul style="list-style-type: none"> • 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			
25	Course Learning Outcomes	Who is responsible for determining course learning outcomes and ensuring alignment between these and subject learning outcomes?	<p><i>Preferred Option:</i> Each partner institution will be responsible for subjects learning outcomes for subjects 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.</p>
26	Preparation	Who is responsible for preparation of subject materials? How will copyright in 3 rd party materials be dealt with?	<p><i>Preferred Option:</i> Each partner institution will be responsible for materials for subjects which they will teach (as set out in course structure).</p>
27	Intellectual Property	Who will own the intellectual property in the subject 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?	<p>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 program; and a continuing right to use course materials if a partner withdraws.</p>
28	Publication: Online subject materials	Who is to be allocated responsibility for uploading subject materials and disabling them when no longer required (use position title, not name)?	<p>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.</p>



29	Publication: Other subject materials	Who (use position title) will have responsibility for preparing and printing subject 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 – eg, in Australia, the Higher Education Support Act, as reflected in the Fees Policy.
Assessment			
30	Dates	What will be the process for setting assignment and examination dates?	<i>Preferred option:</i> As determined by Joint Program Committee
31	Administration	How will examinations be administered and security protocols observed?	<i>Preferred option:</i> As per local requirements?
32	Marking	Who will be responsible for marking assignments and examinations?	<i>Preferred option:</i> Subject coordinator and local teaching team
33	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 consistent with existing UOW approach. QA must be sufficient to meet the HE Standards Framework.
34	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.
35	Course progress	What/whose policies will apply to course progress? ie how will unsatisfactory academic progress be measured, and dealt with?	<i>Preferred Option:</i> Policy of host institution



Student complaints, appeals, discipline			
36	Academic complaints	What will be the obligations on partner institutions when students make complaints about the course?	<p><i>Preferred Option:</i> Academic complaints concerning an individual subject to be referred to the relevant Subject Coordinator in the first instance and then dealt with according to the Academic Complaints policy and procedures of the institution offering the subject.</p> <p>Academic complaints about the overall course to be referred to the Course Leader to deal with directly or brought to the Joint Program Committee for resolution.</p>
37	Other complaints and appeals	What/whose policies will apply to academic and general complaints and appeals? (give specific names)	<p><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).</p> <p>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.</p>
38	Disciplinary matters	What/whose policies will apply to disciplinary proceedings? (give specific names)	<p><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).</p> <p>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.</p>
Conferral of jointly conferred award			
39	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.
40	Where graduate?	<p>Which institution's graduation ceremony will the student be able to attend?</p> <p>Which institution will be responsible for finalising in absentia graduations?</p>	<i>Preferred Options:</i> host institution only; any partner institution (but one only).



41	Testamur	How will the design of the testamur be determined?	<p><i>Preferred Option:</i> By Joint Program Committee, in consultation with each partner institution’s “brand controller”.</p> <p>The Conferral Policy requires form of testamur be approved by University Council and that the University’s name and coat of arms to 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			
42	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 subject evaluation surveys (SES) or their equivalent be used in conjunction with each course.</p> <p><i>Preferred option:</i> to Joint Program Committee</p>
43	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 course be monitored by and reported to Joint Program Committee</p>
44	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?</p> <p>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 Unit.</p> <p>In addition there needs to be provision for a longer term review, corresponding to UOW’s 5-yearly course review. Such reviews may need to be a hybrid of the course review policies of all partner institutions.</p>