



PARTNERSHIP AGREEMENT

BETWEEN

INTI INTERNATIONAL UNIVERSITY & COLLEGES

AND

SWINBURNE UNIVERSITY OF TECHNOLOGY

The Partnership Agreement duration and start and end dates shall be identical to those of the most recent Institutional Approval dates as follows:

COMMENCEMENT DATE: 16/2/2021

END DATE: 20/6/2022

REVIEW DATE: JULY 2021

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INTI International University & Colleges

PARTNERSHIP AGREEMENT BETWEEN INTI International University & Colleges

AND

[NAME OF PARTNER INSTITUTION(S)]

IT IS NOW AGREED as follows:

INTERPRETATION

In this Agreement, including the schedules to it, the following definition will apply (unless the context requires otherwise):

“Code” means the Malaysia Quality Code for Higher Education (the Quality Code) published by the Quality Assurance Agency for Higher Education

1. Scope of this Agreement

- a) This Partnership Agreement records an agreement between INTI International University & Colleges (hereinafter referred to as the University) and [NAME OF PARTNER] (hereinafter referred to as the Partner Institution) to provide University-validated collaborative programmes to be delivered either jointly with, franchised to, as Collaborative Research provision or, for Validated collaborative programmes to be wholly delivered by and at the Partner Institution.
- b) The Partner Institution agrees to comply with the standard and institution-specific conditions as outlined at the time Institutional Approval is granted to the Partner Institution and as published by INTI International University & Colleges from time to time in the Learning and Quality Enhancement Handbook or equivalent document (LQEH). The current standard conditions are listed below and may be updated by the University and published in the LQEH ¹.
 - i) The University is satisfied as to the continued financial soundness of the institution.
 - ii) The Partner Institution shall inform the University immediately of any change of ownership or governance at the Partner Institution. This could result in the re-negotiation of the Partnership Agreement and/or the existing Memoranda of Co-Operation.
 - iii) The Partner Institution shall not be permitted to engage in serial arrangements whereby it offers the approved programme(s) elsewhere through arrangements of its own.
 - iv) The Partner Institution shall follow the University quality assurance procedures as outlined in the LQEH and update its own procedures in line with the requirements of the *Malaysia Quality Code for Higher Education*.
 - v) The Partner Institution shall agree to co-operate fully with any inspection visits that may be undertaken by the Quality Assurance Agency for Higher Education (QAA) or similar bodies.
 - vi) Students enrolled on programmes validated by the University shall be subject to University regulations on appeals and academic misconduct, unless alternative arrangements are agreed by the Academic Registrar.
 - vii) The Partner Institution shall agree to put in place all necessary insurance arrangements as specified by the University in respect of the institution's responsibilities and liabilities towards students.
 - viii) (For overseas links, if relevant) the Partner Institution agrees to abide by the University's policy for franchising and validating programmes overseas: LQEH Guidance 5(iii) *The Language of Tuition and/or Assessment*.
 - ix) (For overseas links, if relevant) the Partner Institution agrees to bear any and all costs which may be incurred applying for a licence to operate any INTI International University & Colleges approved programme in the country in which the institution is situated, including the costs of obtaining legal or other professional advice.
 - x) Collaborative programme contingency plans² will be produced and reviewed annually for all programmes validated under the terms of this agreement. Through taking over a programme the University will not be liable for financial or other liabilities associated with the failing partner or programme.
- c) As the awarding institution of the qualification(s) covered by Memorandum of Cooperation operating within this agreement, the University shall conform to the requirements of the Malaysia Quality Assurance Agency for Higher Education which, in turn, shall conform to the Framework for Qualifications of the European Higher Education Area (FQ-EHEA).
- d) In the event that the Partner Institution must comply with local legislation or regulations pertinent to the delivery of Higher Education (HE), the University must be informed during initial discussions for programme validation.
- e) The signing of this Partnership Agreement does not signify the approval for programmes to run. A programme Memorandum of Co-operation shall be signed following successful programme validation. If no programme validation

¹ INTI International University & Colleges Learning and Quality Enhancement Handbook –

² Contingency plans are concerned with protecting the interests of students on collaborative programmes delivered by partners unable to continue to offer MU awards. The intention of the contingency plans is to put in place arrangements that would allow such students to complete identical or similar University awards.

takes place within 2 years of this Partnership Agreement's start date the University will notify the Partner Institution of the termination of this agreement.

- f) The Partner Institution shall inform the University immediately of an issue/incident which may impact upon the confidence and integrity of the management of the organisation or provision for which the University is awarding body.
- g) The Partner Institution shall inform the University immediately of any change in resourcing, staffing or other factors that might endanger the threshold standards or academic quality of any programmes which may be validated by the University.
- h) The Partner Institution will not be permitted to use the University's logo or name within marketing and publicity material without formal approval by the University.

2. Date of Commencement and Duration of Partnership Agreement

- a) The effective date of this Partnership Agreement shall be [DAY/MONTH/YEAR].
- b) INCLUDE IF APPROPRIATE: This Partnership Agreement replaces the previous Memorandum of Co-operation effective from [DAY/MONTH/YEAR] which is hereby declared null and void.
- c) This Partnership Agreement shall be for XXX years in the first instance. It shall terminate on [DAY/MONTH/YEAR OF MoC END DATE].

3. Date of Institutional Approval Review

- a) At the end of the Institutional Approval period (ie termination date stated in 2c above), an Institutional re-approval process will be conducted in accordance with the University's Institutional Approval Procedures in the LQEH. This review must be completed by [MONTH & YEAR]. A new Partnership Agreement will commence subject to both parties agreeing the terms of and executing the Agreement.
- b) The Institutional Approval shall be subject to an interim review during the period of this Partnership Agreement if in accordance with the University's Institutional Approval Procedures in the LQEH circumstances require such a review.

4. Programme(s)' Administration, Operation and Financial Arrangements

- a) Programmes to be run under the provisions of this Partnership Agreement shall be subject to the University's Validation and Review procedures as set out in its LQEH.
- b) Once a programme has received full approval to run, a programme Memorandum of Co-operation shall be signed by both the University and the Partner Institution, agreeing the individual Programme details, the relevant University and Partner Institution personnel and the Programme's financial arrangements that shall apply.
- c) The Programmes shall be administered as outlined in the relevant Administrative and Operational Annexe of this Partnership Agreement, issued alongside the Programme Memorandum of Co-operation.

5. Malaysia Immigration Requirements [Malaysia PARTNERS ONLY]

- a) The University shall normally undertake sponsorship duties and be responsible for complying with Home Office sponsorship requirements for any international student who requires a Tier 4 student visa and is enrolled/to enrol on a collaborative Programme where and when students attend a University London campus for all of their studies (as outlined in the Financial Annexe).
- b) In all other cases, where a student is enrolled/to enrol on a collaborative Programme which is delivered partly or wholly at a Partner Institution in the Malaysia, the Partner Institution shall normally undertake sponsorship duties and be responsible for complying with Home Office sponsorship requirements for any international student who requires a Tier 4 student visa. Institutions which are not recognised HEIs (Higher Education Institutions) or FECs (Further Education Colleges) would need to seek accreditation in order to be recognised as a Tier 4 sponsor by the Home Office.
- c) The Partner Institution shall immediately inform the University of any change to its Tier 4 Sponsor Licence. The University shall conduct an annual review of the Tier 4 status arrangements of the Partner Institution in which the Partner Institution shall be expected to submit a report to the University.

6. University Membership

In accordance with the statement on University Membership (see the University Regulations), students on collaborative Programmes covered by the Partnership Agreement shall be considered members of INTI International University & Colleges.

7. Programme(s) Launch, Operation Management and Quality Assurance Monitoring

- a) Programme(s) shall be launched and administered in line with the procedures set out in the LQEH or with the procedures set out in the Research Degree Regulations as appropriate.
- b) Before the start of each Programme(s), a Link Tutor shall be appointed by both:
 - the Partner Institution; and by
 - the University.
- c) The Link Tutors shall be responsible to their Principal/Dean respectively for ensuring the maintenance of the standards and delivery of the Programme(s), for effective liaison with each other and with the key administrators in each institution. This shall be done in accordance with the guidelines in the LQEH. Both the University and the Partner Institution shall ensure that the respective Link Tutors are fully aware of their responsibilities in relation to each collaborative Programme.
- d) The Programme(s) shall be subject to the approval and quality assurance monitoring and review procedures of the University as published in the LQEH or the Research Degrees Regulations as appropriate. These procedures shall ensure that the administration, staffing, academic validity of the Programme(s), academic standards and quality of learning opportunities are of equivalent standard to those of the University and that the quality of student experience is consistent with that of University students following similar Programmes.
- e) As part of these procedures, quality or annual monitoring information shall be provided to the relevant parties within the University promptly in accordance with the published procedures and timescales of the LQEH of the relevant year. Non-compliance may prompt an institutional review identified in the LQEH.
- f) Boards of Study for the Programme(s) shall be established by the Partner Institution, to provide a forum for staff and students to discuss delivery, development and enhancement. The Boards of Study shall conform to the requirements set out in the LQEH and as summarised in the relevant Administrative and Operational Annexe.
For Collaborative Research programmes, the Partner Institution shall put into place mechanisms to ensure that formal feedback from students on each of the named programmes is reported to the relevant School Research Committee.
- g) The relevant University School(s) shall be responsible, in liaison with staff from the Partner Institution, for the resolution of any issues of concern that may be highlighted by the quality enhancement procedures. For Collaborative Research programmes, if no resolution can be reached by the relevant School, it shall be referred to the Director of Research, Research and Knowledge Transfer Office to make arrangements for appropriate action to be taken.
- h) The Partner Institution shall be expected to participate in and co-operate with the requirements of any review undertaken by the Quality Assurance Agency for Higher Education (QAA) (or other such body) as appropriate. The Partner Institution shall be notified well in advance of any review by the QAA. The QAA conducts reviews of individual partner institutions which deliver higher education such as the Review For Educational Oversight, Review of Overseas Provision and Higher Education Review. When these reviews (and any future versions of these reviews) are scheduled, the Partner is required to inform the University and send it a draft Self Evaluation Document (or equivalent) as notified by the University, prior to QAA submission.
- i) Research students based at the Partner Institution shall all be sent annually forms to complete in respect of their progress. These completed forms shall be sent to the Student Support Team of the Research and Knowledge Transfer Office for checking in respect of any issues.
- j) The Partner Institution shall provide a range of opportunities for students to provide feedback. The University shall have the right of independent access to all student feedback.
- k) The Partner Institution shall have in place a staff development strategy encompassing an annual appraisal process, an annual peer teaching observation process, and outlining continual professional development expectations. This may include the requirement for academic staff to undertake a PGCHE qualification.
- l) The Partner Institution has the right to refer ethical matters to the University's Ethics Committee which will provide advice and guidance on appropriate courses of action, to both the Principal of the Partner Institution and the Vice-Chancellor of the University.
- m) FOR OVERSEAS PARTNERS International travel commitments are subject to travel guidance issued by the Malaysia Foreign and Commonwealth Office (FCO) (<https://www.gov.Malaysia/foreign-travel-advice>).

8. Complaints

- a) Any student complaint received by the University relating in whole or in part to the Partner Institution shall be subject to the University's complaints procedure as outlined in the University's Regulations.
- b) The University shall decline absolutely to deal with any complaint against the Partner Institution unless the internal procedures of that institution have been fully exhausted and the procedures of any professional accrediting body have likewise been fully exhausted.
- c) The University shall decline absolutely to deal with any complaint against the Partner Institution if legal proceedings have been commenced in relation to that complaint, and shall continue to so decline until confirmation is received in writing that legal proceedings have been fully ended.
- d) Anonymous complaints or grievances will not normally be considered.
- e) Where the internal procedures of the Partner Institution and the University have been completed, and where the complaint relates to provision which is under the control of the University, or where the Partner Institution is a Malaysia Higher Education establishment, the student may refer the complaint to the Office of the Independent Adjudicator for Higher Education, within 3 months of the date of the "completion of procedures letter" issued to the student by the University.

9. Confidentiality and Data Protection

- a) Each party undertakes to treat all information relating to the business of the other as confidential and to use it only for the purposes of this Partnership Agreement. Each party may disclose such information to its professional advisers in the performance of this Partnership Agreement or to the extent that such information is generally available to the public or to the extent that disclosure of the information is required to be made by law or by any relevant regulatory body of the parties.
- b) Each party agrees that this obligation shall continue in force notwithstanding the termination or expiry of the Partnership Agreement for any reason but shall cease to apply to information from the point at which it enters into the public domain and shall also cease to apply to information which is received independently from another source without an imposition of any duty of confidence.
- c) The obligations of confidentiality contained in this Partnership Agreement shall operate in accordance with and subject to the Code.
- d) FOR Malaysia PARTNERS: The University and Partner Institution shall, within the operation of the Programme(s), adhere to and comply fully with the University's Data Protection Policy (as set out in the University Regulations), and with the provisions of the Data Protection Act 1998.

FOR EU/EEA PARTNERS AND CANADA, SWITZERLAND & ARGENTINA: The University and Partner Institution shall, within the operation of the Programme(s), adhere to and comply fully with the University's Data Protection Policy (as set out in the University Regulations), and with the provisions of the European Data Protection Directive and the Data Protection Act 1998.

FOR OVERSEAS PARTNERS OUTSIDE EU/EEA AREA (EXCEPT CANADA, SWITZERLAND & ARGENTINA): The University and Partner Institution shall, within the operation of the Programme(s), adhere to and comply fully with the University's Data Protection Policy (as set out in the University Regulations), and with the provisions of the EU Standard Contractual Clauses for Data Processors Established in Third Countries.

- e) In signing this Partnership Agreement, approval is hereby given by both/all partners for appropriate institutional and Programme information to be available for public access via the Internet as required by the QAA, HEFCE and other similar national agencies.
- f) In signing this Partnership Agreement, the University and the Partner Institution shall agree to use staff data, such as email addresses, only in connection with the delivery and management of the named Programme(s) covered by this Partnership Agreement.
- g) In signing this Partnership Agreement, the Partner Institution shall agree to provide the University with relevant student data for the purposes of registration with the University, ensuring academic standards and conferring awards of the named Programme(s) covered by this Partnership Agreement.
- h) Partner institution personal data may be shared with external organisations which provide a service for the University on a need-to-know basis and according to the Data Protection principles.

10. Equal Opportunities

The Partner Institution shall ensure that all its activities shall comply fully with the spirit of the University's statement on Equal Opportunities (as set out in the University Regulations or Research Degree Regulations as appropriate).

11. Limitation/Exclusion of Liability/Insurance

- a) The Partner Institution undertakes to indemnify the University for any liability, to a maximum of £1,000,000 per claim or series of claims arising from any one cause, which arises from the Partner Institution's breach or non-performance of this Agreement or related Memorandum of Co-operation or negligent actions or omissions falling upon the University. Such limit of £1,000,000 shall not apply to any claim arising from personal injury or death or from the fraud of the indemnifier.
- b) Such liabilities shall relate to all actions, claims, demands, costs and expenses incurred by or made against the University or the Partner Institution, in respect of any loss or damage or personal injury (including death) which arises from anything done or omitted to be done under this Partnership Agreement or related Memorandum of Co-operation to the extent that such loss, damage or injury is caused by breach or non-performance of this Agreement or related Memorandum of Co-operation or by the negligence of either party, its employees, servants or agents.
- c) Either party shall, whenever required, produce certificates signed on behalf of the other party's insurers stating that insurance complying with the requirement is in force and the period for which it has been taken out.
- d) The terms of any insurance or the amount of cover shall not relieve either party of any liabilities under this Partnership Agreement.
- e) INCLUDE IF APPROPRIATE: Both parties agree that, while students are on placement with the Partner Institution, the Partner Institution shall be responsible for arranging the appropriate liability cover.
- f) Each party warrants that: (i) it is properly constituted and incorporated under the laws of England and Wales [FOR OVERSEAS PARTNERS: and the laws of [NAME OF COUNTRY] as the case may be]; and (ii) it has all necessary powers and authorities to enter into this Partnership Agreement and to perform its obligations herein including the power to carry out and/or perform such incidental acts as are necessary to facilitate its performance of its obligations.

12. Third Party Rights

For the avoidance of doubt, this contract does not confer rights under the Contracts (Rights of Third Parties) Act 1999 on anyone else except the two parties to this contract, and the parties do not intend any term of this contract to be enforceable by any third party.

13. Applicable Law and Jurisdiction

- a) The law applicable to the construction, performance and enforceability of this Partnership Agreement shall be English law.
- b) Any dispute arising out of this Partnership Agreement shall be subject to the exclusive jurisdiction of the English Courts, but subject to the arbitration provisions in clause 23 hereof.
- c) Both parties shall comply with local legislation, insofar as these have mandatory force in relation to the performance of this Partnership Agreement.

14. Termination

- a) In the event that no programme validation takes place within 2 years of this Institutional Approval start date the University may at its discretion terminate the Partnership Agreement by written notice with immediate effect.
- b) In accordance with the University's Institutional Approval Procedures in the LQEH, in the event that the Partner Institution's Institutional Approval is discontinued during the Institutional Monitoring, Institutional Re-Approval or Interim Institutional Review processes, the Partnership Agreement and any programme Memorandum of Co-operation for programmes validated by the University shall be terminated by written notice by the University.
- c) At all other times, this Partnership Agreement may be terminated by either party by giving a minimum of 12 months' written notice to the other party. This normal notice period may be varied by mutual agreement.
- d) In the event of the Partner Institution materially contravening or permitting the contravention of any of the provisions of this Partnership Agreement, e.g. non compliance with the standard conditions, or in the event that the Partner Institution goes into liquidation or administration or makes an arrangement with its creditors or takes or suffers an event of insolvency or some analogous event in consequence of debt or in other extreme circumstances e.g. where the reputation of the University is threatened or affected, the University may at its discretion and without prejudice to any other remedies available to it, terminate the Partnership Agreement by written notice without penalty and with immediate effect.
- e) In the case of any non-material contravention or failure to implement the terms of this Partnership Agreement which is capable of being remedied by the Partner Institution, the University will not exercise its rights to terminate this Partnership Agreement without first having given written notification to the Partner Institution requiring the same to be remedied within twenty-eight days.
- f) Force majeure – Neither party will be liable for failure to perform its obligations under this Partnership Agreement if such failure results from circumstances which could not have been contemplated and which are beyond the party's

reasonable control. In such circumstances, the right to terminate the Partnership Agreement immediately shall be reserved by both parties.

- g) In the event that the Partner Institution may no longer be able to offer the INTI International University & Colleges programme(s) the Partner Institution must release all relevant information that would help the University to offer the programme on the Partner Institution's behalf including:
- syllabus, learning materials, etc
 - staff details
 - full student details

15. Consequences of Termination

- a) Any termination under this Agreement shall be without prejudice to the accrued rights of the parties.
- b) Termination shall not affect any rights which are expressed to continue after the termination of the Agreement e.g. Confidentiality.
- c) A decision by either party to terminate the Partnership Agreement shall be made on the basis that all students enrolled/registered with the University at the time of the termination decision being taken shall be able to complete and be assessed for the Programme of study on which they are enrolled/registered in accordance with the agreed contingency plan(s). No further intakes or enrolment/registration of new students shall take place after a decision to terminate has been taken. Both parties are obliged to take all reasonable steps to ensure these arrangements are adhered to.
- d) Upon termination of this Partnership Agreement, both parties shall cease to use any documents, signatures/logos or materials provided to it by the other party, with the exception of those materials required to allow students already enrolled to complete the Programme; and both parties shall cease to advertise as having any connection with the other party, in respect of this Partnership Agreement.
- e) On termination of this Partnership Agreement, both the University and the Partner Institution will cease to hold itself out as a representative of the other party with respect to any aspect of this Partnership Agreement.
- f) On termination of this Partnership Agreement, the University/Partner Institution shall pay any outstanding amounts due and payable under this Partnership Agreement.
- g) In the event of the University withdrawing from a partnership arrangement and finding itself subject to enquiries from another Malaysia Awarding Institution proposing to enter into a collaborative arrangement with the Partner Institution, it will, to the extent permitted by law and the contract(s) entered into with such a Partner Institution, make a frank disclosure to the Malaysia Awarding Institution of any concerns that led to its withdrawal.

16. Assignment and Subcontracting

Neither party shall be permitted to transfer, assign or sub-contract or otherwise dispose of any of its rights or obligations under this Partnership Agreement without the prior written consent of the other.

17. Variation

This Partnership Agreement shall not be modified or amended except by an agreement in writing signed by the parties.

18. Status of Parties

Nothing in this Partnership Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or shall be deemed to constitute either party as the agent of the other or to allow either party to hold itself out as acting on behalf of the other.

19. Severability

In the event that any term, condition, provision or clause of this Partnership Agreement shall be nullified or made void by any statute, regulation or order or by the decision or order of any court having jurisdiction, the remaining terms conditions and provisions shall remain in full force and effect.

20. Waiver

No delay, omission or failure by either party to exercise any of its rights or remedies shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

21. Partnership Agreement

- ## 22. Notices

- for the University:

for the Partner Institution:

Any party may (by notice) notify the other of any change to its address for service.

23. Disputes

- AS WITNESS** whereof this Partnership Agreement has been signed on behalf of the parties

**Agreed on behalf of
Swinburne University of Technology**

SIGNATURE

NAME OF SIGNATORY

NAME OF SIGNATORY

TITLE

TITL F

Date:

Date _____

[Partner Crest to be positioned here if required]

Partnership Agreement Template
(For Programmes validated/reviewed in 2013/14)

AGREED EXCEPTIONAL VARIATIONS TO ANY STANDARD CLAUSE IN THE PARTNERSHIP AGREEMENT

Document (Partnership Agreement or MoC including Programme names or ID)	Clause (Number and Heading)	Standard Text	Exceptional Agreed Text

Partnership Agreement Template
(For Programmes validated/reviewed in 2013/14)

SUMMARY OF ALL COLLABORATIVE PROVISION APPROVED FOR THIS PARTNERSHIP

MoC Number (including Programme names or ID)	Programme titles	Programme Codes	Delivery Site	Notes