

Monash University Procedure

Procedure Title	Licensing of Curriculum Procedures
Parent Policy	Collaborative Coursework Arrangements Policy
Date Effective	31-August-2011
Review Date	31-August-2014
Procedure Owner	Deputy Vice Chancellor (Education)
Category	Academic Quality and Standards
Version Number	1.0
Content Enquiries	Education Policy Unit
Scope	This applies to all Australian and international collaborative arrangements for all coursework programs between Monash and external providers at Monash campuses or elsewhere. The policy covers the provision of units, curriculum and coursework courses.
Purpose	To provide a framework for collaborative coursework arrangements that aligns with the University's strategic objectives and is quality assured.
PROCEDURE STATEMENT	

These procedures have been prepared to assist University officers with quality assurance in licensing matters. Licensing of Monash curriculum can entail areas of high risk where Monash's institutional reputation can be at stake. Monash's role as an Australian institution on the international stage is a responsibility that should not be compromised. Staff members contemplating involvement in a licensing arrangement must balance commercial imperatives with the need for caution to protect both themselves and the University.

Purpose of a licensing agreement

In the international arena, Monash seeks to establish agreements for the licensing of curriculum with institutions in other countries as a contribution to capacity building in the higher education sector.

Under a licensing agreement Monash (the licensor) grants another institution (the licensee) permission to use Monash material or teach Monash's curriculum. Licensing involves the granting of rights for limited use of the intellectual property Monash owns in its curriculum and material. Monash charges the licensee a fee for the use of Monash material or curriculum. A licence is typically non-exclusive, so the material is available to be licensed by Monash to others.

The form of curriculum to be licensed may be:

- a unit
- a combination of units
- short course or other training module
- a course

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The level of assistance provided by Monash under the licensing agreement may vary. This can range from the provision of course material only to more resource-intensive assistance such as course governance advice. Monash may, for example:

- Licence the use, production and adaptation of course materials
- Provide course governance structures
- Assist with specifications and projections of facilities needed for delivery of the course
- Provide advice and assistance for the partner's ongoing delivery and management of the course
- Provide support and advice to academic staff who deliver the program

A licensing agreement must **not** include access to resources of the Monash University Library.

Where it is anticipated that access to other resources that support the curriculum, such as the Virtual Learning Environment, will be included in an agreement, consultation with the eSolutions Software Category Manager must be undertaken.

The same program should not be licensed to more than one institution within a particular country. Consideration should be given to the regional implications of granting a Monash licence.

Approval Process

The process for approval of a licensing agreement is as follows:

1. Scoping

The faculty completes a scoping exercise in which the basic rationale and framework for the licensing agreement is established.

The Office of the Deputy Vice-Chancellor (Global Engagement) must be consulted and must give authority to proceed with negotiations with a potential partner. The faculty should seek comprehensive, relevant background details on the proposed partner. The background and grounds for the proposed agreement should also be outlined. Head of Schools and Departments whose curriculum is being licensed must also provide advice and approval at this stage. Particular care must be taken to ensure that other faculties providing components of courses be consulted.

Responsibility

Faculties, Heads of Schools / Departments, Office of Deputy Vice-Chancellor (Global Engagement)

2. Strategic in-principle approval

The faculty prepares a summary of the proposal which identifies:

- Background details on proposed partner (the university's registration and accreditation status in the local jurisdiction including any limits on its scope of operations)
- Background details of proposed agreement
- Project amount
- Timeline for project
- Key benefit and risk analysis - both short and longer term

The key benefits will include such items as:

- level of financial contribution to be made by partner

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- establishing or strengthening of Monash's presence
- research linkages with other research agencies

Key risks will include identification of:

- capacity of partner institution to deliver the curriculum (staffing profile, facilities, track record of higher education delivery)
- scope for sound project delivery, quality assurance and relationship management to maximise benefits from partner relationship
- ability to pay on time for services provided
- timeliness of project
- threats to Monash reputation
- impact on existing institutional relationships in the region
- branding demands (see below).

Approval from the Associate Deans (Education) of each participating faculty and the Dean and Faculty Manager must be obtained.

The Office of Planning and Quality must be advised at this stage to confirm compliance with university policy.

In-principle approval to proceed to negotiations with proposed partner must be obtained from the Office of the Deputy Vice-Chancellor (Global Engagement). A proforma proposal is at [Appendix A](#).

Responsibility

Faculties, Deans, Faculty Manager, Associate Deans (Education), Heads of Schools / Departments, Office of Deputy Vice-Chancellor (Global Engagement), Office of Planning and Quality

3. Developing the Draft Licensing Agreement

A licensing agreement must be in the form of a written contract. Before commencing negotiations with partner institutions on the terms of the licensing agreement, faculties should contact the Office of General Counsel (OGC). The OGC will provide the faculty with an appropriate draft licensing agreement for use in the negotiations and can provide the faculty with advice on any legal issues. The OGC will work in consultation with the Office of the Deputy Vice-Chancellor (Global Engagement).

In negotiations with partner institutions, faculties should advise the partner that the proposal will be subject to final approval by the University. In line with financial delegations this approval will be either at Vice-Chancellor or University Council level.

A licensing agreement will cover:

- Term (agreement length)
- Rights to modify Monash material
- Controls on the use of the Monash brand
- Prohibited uses
- Transfer and sublicense rights
- Warranties
- Limitations on the licensor's liability
- Support services

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- Non-disclosure of confidential information
- Indemnity for infringement
- Enforcement of remedies
- Contract termination

OGC will provide advice on legal requirements.

Faculties can assist OGC by providing details of the following items for inclusion in the contract:

- primary deliverables
- framework for contract negotiations
- ongoing services to be provided to support primary deliverables
- responsibilities
- timelines for deliverables
- fee and payment schedule

The following components must always be considered by faculties.

3.1. **A licensed program is not a Monash degree**

Students enrolling in licensed programs are not awarded a Monash degree or any automatic credit towards a Monash degree.

In negotiations with the partner, faculties should ensure that this is clearly enunciated. This will ensure that partner expectations are not unrealistically raised.

3.2. **Branding**

In accordance with 3.1 above, marketing material used by the licensee should not state or suggest that students are receiving a Monash degree. The licensee may advertise the program as being based on Monash curriculum, but may not claim that it is a Monash program.

Monash branding such as the Monash crest or logo is not permitted to be used by the licensee on testamurs, transcripts or any other media.

Any use of the Monash University name and references to Monash must be prescribed and approved by the Office of the Deputy Vice-Chancellor (Global Engagement).

Parameters for Monash branding should be clearly identified for partners and advice from University Marketing sought on any branding issues.

3.3. **Benchmarking**

Partner institutions are not permitted to benchmark with Monash under the licensing agreement.

Monash may provide advice on benchmarking as part of the licensing agreement. Such advice may be provided to develop quality assurance policies, procedures and processes at the partner institution. This may include sharing Monash policies and procedures or faculty-based Quality Assurance processes for teaching and learning.

In negotiations with the partner, faculties should ensure that the scope of the benchmarking advice is clear and agreed.

3.4. **Rights to modify Monash material**

Licensing of Monash curriculum will generally achieve superior pedagogical outcomes where curriculum is contextualised and customised for the local market. Faculties proposing a licensing agreement should consider whether to include the means for such modification of Monash curriculum, or whether this modification should be made the prerogative of the partner institution.

3.5. **Staffing**

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Monash will not provide staff to implement and coordinate the delivery of the licensed program.

The licensing agreement may, however, include a package of support for contextualisation of the course material, including its translation. Monash may also provide support through a consultancy service.

Where Monash agrees to an on-going role in course governance or to provide advice and assistance for the partner's ongoing delivery and management of the course or advice on or professional development in relation to the course, this should be outlined in the licensing contract and costed.

Any salary and travel costs incurred by Monash must be clearly set out in the licensing agreement. Travel, accreditation and marketing costs of the licensed program are borne by the partner.

Monash must adhere to the Adjunct Appointments Procedures should it seek to appoint any adjunct staff at the licensee partner.

Faculties should consult Human Resources for assistance on the appropriate staffing model and for advice on visa, personal taxation and other personnel issues as they arise.

3.6. **Partner responsibilities**

3.7. The following components under the licensing agreement are always the responsibility of the partner institution.

- Program delivery
- Accreditation/registration of programs in the local jurisdiction
- Provision of all buildings, plant, equipment, IT resources and general infrastructure needed to deliver the course
- Salaries and employment contracts for both academic and administrative staff and payment of all administrative and recruitment-related costs
- Provision of all necessary administrative and support staff to implement and run the program

Responsibility

Faculties, University Solicitor's Office, University Marketing Office, University Human Resources, Office of Deputy Vice-Chancellor (Global Engagement), Office of Planning and Quality

4. Business case

The faculty prepares a business case summary and proposal for University Finance and Resources Committee in consultation with the Corporate Finance Division.

Responsibility

Faculties, Corporate Finance Division, Office of Deputy Vice-Chancellor (Global Engagement)

5. Project implementation team

A Project Implementation Team (PIT) must be established by the faculty to bring together faculty stakeholders, for advice on curriculum and international policies, and Monash Corporate Finance for advice on the business case and key financial risks.

The PIT should report regularly to the Faculty Executive.

Responsibility

Faculties, Corporate Finance Division, Office of Deputy Vice-Chancellor (Global Engagement)

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6. Approving the licensing agreement

The draft contract prepared by OGC must be approved by the Dean, Associate Dean Education, Associate Dean International, and Heads of Schools and Departments whose curriculum is being licensed.

When required, the faculty should obtain approval from the Vice Chancellor or the University Council (subject to financial delegation thresholds). The submission to University Council should note that approval has been obtained from:

- Office of Deputy Vice-Chancellor (Global Engagement)
- Office of Planning and Quality
- University Solicitor's Office
- University Resources and Financial Committee
- Key stakeholders

Following the signing of the contract between Monash University and the partner institution, the faculty enters the project management stage, where the principles of sound project management and quality assurance must be followed.

A Monash-Partner Steering Committee must be established to oversee all issues pertaining to the project.

Regular project reports must be provided to Global Engagement Committee and Deputy Vice Chancellor (Education).

Responsibility

Faculties, Office of the Deputy Vice-Chancellor (Global Engagement)

Responsibility for implementation	Deputy Vice-Chancellor (Education) Deputy Vice-Chancellor (Global Engagement) Pro Vice-Chancellors (Malaysia & South Africa) Deans Associate Deans (Education) Associate Deans (International) Faculty Managers
Status	Revised
Approval Body	Name: Academic Board Meeting: 4/2012 Date: 18-July-2012 Agenda item: 16.1
Definitions	
Legislation Mandating Compliance	

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Related Policies	
Related Documents	