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GLOBAL PARTNERSHIPS POLICY

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Agreed with: Executive Board

Approved by: Dr. Munira Aminova

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Implementation

This policy will be implemented by the IAU Office of International affairs

Review

This policy will be reviewed every three years.

SECTION 1 - PURPOSE

(1)

This policy sets out the framework for the establishment, management and governance of partnerships entered into by International Agriculture University (the University) with third parties, and is intended to support:

- a. alignment of partnership opportunities with University Strategy and priorities
- b. clarity on roles and responsibilities within the University in relation to partnerships, and a consistent framework for partnership formation and implementation
- c. compliance with:

Authorities of Uzbekistan

The following authorities of Uzbekistan are concerned with the implementation of this policy:



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- The Minister of Higher Education, Science and Innovation of Republic of Uzbekistan
- The Ministry of Foreign Affairs of Republic of Uzbekistan
- Ministry of Agriculture of Republic of Uzbekistan

International Authorities

The following international authorities are concerned with the implementation of this policy:

- The United Nations Food and Agriculture Organisation (FAO)
- International Fund for Agricultural Development (IFAD)
- The World Bank

Legal Basis

This policy is based on the following legal documents:

- The Law of the Republic of Uzbekistan on Education
- The Law of the Republic of Uzbekistan on International Cooperation
- The Decree of the President of the Republic of Uzbekistan on the Development of International Cooperation in the Field of Education

Scope

(2)

(a) This policy applies to all:

1. University partnership categories described at clause (6) of this policy, entered into between the University and other entities



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2. individuals and entities involved in the partnerships, subject to the terms of individual agreements.

(b)

This policy does not apply to:

1. procurement activities where the University is purchasing the supply of goods or services
2. employment and consultancy agreements
3. international education agent arrangements

SECTION 2 - POLICY

a.

(3) Core Values of IAU

1. Academic Excellence
2. Innovation & Creativity
3. Inclusiveness
4. Collaboration & Partnership
5. Service & Engagement
6. Leadership & Responsibility

Partnership principles

(4)

The University engages in partnerships with a broad range of organisations both in Uzbekistan and overseas to support its strategic objectives. The development and delivery of these partnerships are guided by the following key principles:

- a. Partnerships and proposed outcomes align with the strategic direction and values of the University: of knowing how to respectfully live well in a world worth living in.
- b. Partnerships enhance the University's domestic and international reputation and brand.
- c. Partnerships are managed in accordance with the University's commitments and responsibilities outlined above at clause (1)c.
- d. Appropriate governance, due diligence, risk assessment and quality assurance structures and processes are in place to ensure that partnerships are



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well managed and monitored, and that the quality standards (including academic quality standards) of the University are maintained.

- e. Educational partnerships and cooperation will support a positive student experience.
- f. Research partnerships and cooperation will align with the Research Strategy, as sponsored by the Deputy-Rector (Academic Affairs/Research).
- g. The University seeks to develop partnerships resulting in strong relationships, mutually beneficial outcomes, a breadth of opportunities for engagement, competitive neutrality and a positive return on investment for all parties
- h. Where the University enters into contractual agreements for institutions or other third parties to deliver a University course in Uzbekistan or overseas, the University holds full responsibility for the quality assurance and management of the courses and programs.

(5)

Partnerships must:

- a. be established and approved in accordance with the appropriate delegations and authorities.
- b. comply with relevant laws (including international jurisdictional laws and regulations) and University rules, policies and directives
- c. for arrangements with international governments and their entities, be consistent with Uzbekistan foreign policy and reported and approved as required by Uzbekistan foreign relations

University partnership categories

(6)

The following categories describe the types of University partnerships. Partnerships may fall under one or more of the following categories:



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Category	Description
Educational delivery (award or non-award)	<p>Arrangements where a University award course or non-award course is delivered under an agreement with a third party, in Uzbekistan, overseas or online. These include:</p> <ol style="list-style-type: none">1. dual or joint award arrangements2. delivery of University award or non-award courses either Uzbekistan or overseas3. licensing of course materials4. co-provider arrangements involving the delivery of training services associated with training package qualifications and vocational education training (VET) accredited courses within the University's scope of registration5. short courses6. training events7. single subject study8. delivery of workshops or events.



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Educational cooperation	Arrangements where the University participates in academic cooperation but does not undertake any form of educational delivery. This includes: <ol style="list-style-type: none">1. credit transfer2. articulation agreements3. student and staff mobility including exchange4. regional study centres5. hosting of scholarship recipients funded by an institution or entity6. other hosting arrangements such as those that facilitate visiting staff or students, partner use of facilities etc.
Regional/community partnerships	Arrangements that the University has with local or regional organisations (such as UN, Uzbekistan, ADB Uzbekistan) to support the development of our regions, build higher education aspiration and awareness, and develop commercial relationships with rural and regional communities. Includes sponsorship arrangements such as the Community-University Partnerships.
Industry partnerships	Arrangements with industry for research and educational activities (such as work placement, course accreditation or research training), collaborative funding, internships, cadetships, commercial arrangements or other purposes.



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Government partnerships	<p>Arrangements with a federal or a state government department for research, educational or other activities that support the University's objectives, to optimise community/business/industry benefits from government programs. Includes entities such as:</p> <ol style="list-style-type: none">1. Department of Foreign Affairs and Trade2. Ministry of tourism & cultural heritage3. Ministry of justice4. Academy of sciences, Republic of Uzbekistan
Research partnerships	<p>Arrangements with an entity in Uzbekistan or overseas where the main purpose is to facilitate collaborative research and commercialisation. This includes but is not limited to:</p> <ol style="list-style-type: none">1. commercialisation activities and strategic precinct development2. research student enrolment including coursework masters degrees linked to HDR3. hosting of visiting researchers4. research training partnerships, including partnered, joint or dual supervisory arrangements.5. First Nations research as a core activity for all research institutes.



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Capacity building partnerships

These partnerships involve collaboration between the IAU and international organisations to build the capacity young professionals in developing countries.

Includes

Workshops & seminars

Student societies

Conferences & events

MOU

Executive sponsors – partnerships

(7)

Partnership proposals must have appropriate sponsorship by the relevant delegated authority

(8)

The appropriate sponsor will be a Band 7 or above responsible for the category of the partnership. If a proposed partnership could fall under more than one category and more than one sponsor, the sponsor should be determined by negotiation or by the Rector.

(9)

Partnership sponsors must ensure that:

- a. attraction, development, delivery and monitoring of partnerships is compliant with this policy, the University partnership procedure, and other University policies and delegations
- b. relevant internal and external stakeholders are consulted in a timely manner with view to partnership initiation and implementation
- c. legislative and regulatory requirements are identified and complied with
- d. all relevant internal and external approvals are obtained before entering into a partnership agreement



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- e. there are appropriate structures and processes in place to maintain, monitor and report on the delivery of the partnership and resolution of any issues
- f. the purpose and contractual obligations of the partnership are met and benefits to all parties to the partnership are maximised
- g. risks are identified and risk management strategies are in place
- h. resource obligations (including use of the University's physical or virtual assets) are appropriately valued and assessed in consultation with the relevant stakeholders, and principles of competitive neutrality are observed.

Band 8 portfolio leaders must ensure that a register of partnership agreements within their portfolio is maintained and is accessible to other partnership sponsors and the Office of marketing.

(11)

Partnerships that are also commercial activities with a monetary value exceeding \$100,000 must also be entered into the register of commercial activities.

Roles and responsibilities

(12)

While many organisational units may have responsibilities in relation to University partnerships, the following will have specific roles and authorities under this policy and must be involved in the initiation and development of partnerships as relevant:

- a. Office of the marketing: for facilitation and coordination; education partnerships and business development; and relationship management.
- b. Office of the Vice Rector (Academic): for all partnerships that involve delivery of the University's curriculum (existing or proposed) under partnership arrangement.
- c. Office of the Vice Rector (Academic): for all research activities and partnerships.
- d. Office of International affairs: for partnerships that involve foreign entities or international partners.
- e. Division of Finance: for assistance and endorsement of partnership business cases (where required).
- f. Facilities Management and/or Division of Information Technology: for partnerships that involve the use of the University's physical and/or virtual assets or infrastructure.
- g. Legal Services: for review of all contracts and MOU agreements.

SECTION 3 - PROCEDURES



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(13)

Part A - Partnership processes

Initiating partnerships

(4)

Organisational units or individuals initiating a partnership must have in-principle support from the appropriate Band 7 or above sponsor. Sponsor support may be:

- a evidenced as part of business-as-usual practice and processes for organisational units or staff whose roles and responsibilities are to initiate and implement partnerships, or
- b evidenced in writing for other organisational units or roles, and the sponsor may require a business case before giving their support.

(5)

Potential partners who approach the University should, in the first instance, be directed:

- a for a domestic partnership proposal, to the Office of Marketing
- b for an international partnership proposal, to the Office of International affairs for initial assessment and determination of roles and responsibilities (as outlined in the University partnership policy).

Negotiations

(6)

Depending on the partnership type, it may be appropriate or necessary to begin negotiations with the potential partner before a business case and internal stakeholder consultation is completed.

(7)

If you require guidance on how to proceed, contact the Office of marketing in the first instance.

(8)

Notwithstanding clause (6), there are specific officers and organisational units that must be consulted before any approach is made to a potential partner (e.g. the Office of marketing and office of International affairs regarding potential partnerships with a domestic & foreign entity respectively). See the University partnership policy for more information.

(9)

University employees involved in negotiations with potential partners must declare and manage any actual, potential or perceived conflicts of interest. In particular, University employees must not be involved in negotiations or commit the University to any agreement if they have a pecuniary relationship or significant non-pecuniary relationship with any third-party partner.

Business case

(10)

Where the partnership is of a strategic nature and beyond the business-as-usual remit of delegated authorities, a business case must be developed and approved by the appropriate Band 7 or above sponsor. Factors that would determine a partnership is of a



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strategic nature include its academic risk profile, commercial value and other University obligations. Contact the Office of marketing for guidance where required.

(11)

The business case for partnerships must include information required to adequately assess the strategic alignment, costs, benefits, risks and feasibility of the proposed partnership. The level of detail required in the business case will vary depending on the type of partnership, but must:

- a identify the internal and external stakeholders and provide evidence of their engagement and endorsement of the proposal
- b state the business need, how the partnership meets that need, and how it aligns with the University strategy.
- c provide evidence that potential partners have been vetted as required (see 'Partner vetting' in this procedure)
- d identify any conflicts of interest and how these will be managed
- e state the organisational unit and primary partnership manager who will be responsible for delivering, managing and monitoring the partnership
- f provide plans for:
 - i delivery, management and evaluation of the partnership
 - ii steps for winding-up and dissolving the partnerships
- g address any other requirements relevant to the partnership type set out in clause (12).

(12)

Depending on the type of partnership proposed, one or more of the following may apply:

- a For partnerships that are a commercial activity involving the exchanges of goods or services, where the main purpose of the exchange is commercial and the monetary value received or expended by the University will exceed \$100,000 per annum, the business case requirements set out for the guidelines for commercial activities must be followed.
- b For partnerships that involve international agreements:
 - i the Office of international affairs must determine whether the proposed arrangement is required to be notified to the Minister for Foreign Affairs via the online portal
 - ii there may be other processes established by the university in accordance with the guidelines to counter foreign interference in Uzbek university sector that must be followed.
- c For partnerships that involve local organisations, communities or students, the business case must be endorsed by the Office of marketing.
- d For educational cooperation partnerships involving articulation and credit agreements and arrangements, the requirements of the credit policy must be followed.
- e For educational delivery partnerships:
 - i the course and subject sets our requirements for award and non-award courses delivered by or for the University
 - ii the higher degree by research policy sets out requirements for dual or joint HDR awards



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iii the conferred and graduation policy sets out requirements for acknowledging third parties on awards of the University.

f For research partnerships, the Office of Academic affairs provides a template outlining what a research partnership agreement must include.

Partner vetting and due diligence

(13)

Sponsors and organisational units or individuals developing partnership arrangements must ensure appropriate due diligence and vetting of potential partners. This will include, but is not limited to the following:

a Registration of the proposed partner by appropriate authorities (where relevant), positive regulatory history, ownership and governance and management structures; strong reputation and standing and quality of provision aligned with the University's strategy and vision.

b All courses must comply with external and internal regulatory and legislative requirements of Uzbekistan and, if delivered overseas, the host country.

c For third-party education delivery partnerships, an evidence-based assessment must be made to consider:

i strategic purpose

ii proposed partner's reputation

iii demonstrated capability and track record of delivery for similar partnerships (where relevant)

iv ability to deliver the services and responsibilities of the proposed partnership

v possible impact on existing partnerships

vi country(ies) or state(s) to be included in the proposed partnership

vii financial viability of the partner and proposed partnership

viii financial, commercial and reputational impacts on the University

ix risks, including but not limited to emergency plans, risk management and frameworks

x quality assurance provisions

xi exit strategies, if the partnership is required to cease prior to expiration.

d No third-party education delivery arrangement will be entered into without the completion of due diligence checks (including but not limited to those outlined directly above), and the development and signature of a formal contract by the relevant delegated authority (see 'Partnership agreements and approvals' heading below).

e For partnerships with a total financial or strategic value to the University greater than \$100,000, the potential partners must be vetted as stated for 'Business associate vetting' in the Fraud and corruption control policy

f Partnership arrangements and potential partners must also be evaluated with consideration of the University's environmental, social and governance commitments.

Partnership agreements and approvals

(14)



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Partnerships must be formalised through a signed agreement. The type of partnership agreement will depend on the objectives of the partnership and the chosen partnership structure:

- a A contract is required for legally binding agreements between the University and the partner(s).
- b A memorandum of understanding (MOU) can be used to formalise the terms of the relationship between the University and the partner(s), where no legally binding agreement is required. MOUs will normally only be used during the negotiation stages of a partnership agreement.

(15)

Legal Services must review and provide written advice on all agreements before they are signed, unless an approved agreement template is used without amendment.

(16)

The agreement must:

- a establish the rights and obligations of the University and its partners, including, but not limited to, financial and in-kind commitments and other contributions, agreed deliverables, milestones, and governance structures
- b include monitoring and reporting frameworks in any instance that the partnership involves educational delivery
- c where relevant, provide authority for the third party to engage with external partners on behalf of the University and specify conditions for this
- d outline an approved set of partnership key performance indicators spanning regulatory, legislative and commercial deliverables to be achieved; include specific provisions for, if these deliverables are not met, terminating and exiting the agreement in compliance with Uzbekistan and international regulatory obligations
- e outline additional requirements associated with reputation, marketing and branding of the University under the proposed partnership

(17)

The partnership agreement must be executed or signed by a delegated authority . The delegation is not always direct and advice from Legal Services may be required. The delegation may be conferred as an authority:

- a to sign a specific type of partnership agreement
- b to sign contracts or agreements related to a specific function

(18)

A partnership agreement should not be signed unless:

- a the delegated approver holds the necessary delegation
- b Legal Services has provided written advice on the agreement as per clause (15), and any risks or issues identified have been addressed, accepted and/or treatments are in place, and
- c all other relevant internal approvals have been obtained.



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(19)

For third-party education delivery partnerships, recruitment and marketing to students for a partnership must not commence until a partnership agreement has been signed by both parties, relevant University approvals have been obtained and, if applicable, relevant approval has been obtained from the host country government for international partnerships.

Partnership delivery and ongoing management

(20)

Responsible, delegated organisational units and primary partnership managers will deliver and manage the partnership arrangements in accordance with the approved business case and/or partnership agreement.

(21)

Requirements for delivery and management will vary depending on the nature of the partnership, but the following elements must be addressed:

- a Contract management: the primary partnership manager is responsible for contract management requirements and activities in accordance with all regulatory, legislative (e.g. govt information) and good practice guidelines and the University's related policies and procedures. The signed agreement must be captured in the University's record in accordance with the Record management procedure.
- b Risk management: the primary partnership manager and partnership sponsor must ensure that there is ongoing risk assessment and management.
- c Financial management: all financial arrangements for partnerships may be subject to the guidelines for commercial activities, and any other requirements that the University Council or executive management of the University require at the time of the development of the proposal.
- d Branding: all branding, marketing, promotion or other communication of the partnership activity will be undertaken in accordance with the communication and marketing guidelines.
- e Partner enquiries: ensure that partnership stakeholders know who they can contact within the University, and that stakeholders within the University know how to address or escalate any enquiries back to the partner.
- f Legal issues: primary partnership managers must ensure that only they or persons acting with their authorisation provide instructions to Legal Services on legal matters related to partnership arrangements, including requests to draft or review partnership agreements.
- g Information management and recordkeeping: responsible organisational units and primary partnership managers must ensure that accurate and complete records are kept in accordance with all regulatory and legislative requirements and the record management guidelines
- h Intellectual property: ownership, management, development and utilisation of the University's intellectual property is subject to the requirements of the intellectual property guideline.



i Physical and virtual assets: use of the University's physical and virtual infrastructure is subject to the authorities and approval requirements of the facilities and premises office, and consultation with the Facilities Management and Division of Information Technology is required.

Monitor and evaluate

(22)

Partnership arrangements must be monitored and reported on in accordance with delegated responsibilities as well as any legislative and regulatory requirements. The sponsor must ensure that the primary partnership manager is meeting the reporting requirements.

(23)

Partnership arrangements must be evaluated regularly to ensure that the arrangement is meeting agreed objectives, financial targets, compliance requirements and other necessary outcomes. Depending on the type of partnership arrangement, evaluation is normally required every 12 months.

Third-party education delivery arrangements – additional management requirements

(24)

Given the additional risks and obligations associated with third-party education delivery arrangements, the following additional requirements must be put in place for all third-party education delivery arrangements where students are enrolled in a University course:

- a A partnership manual outlining key responsibilities for both parties and relevant information to support the effective management and delivery of the partnership.
- b A partnership steering committee to provide oversight on all partner relationship matters.
- c An academic management committee, chaired by the relevant senior faculty academic, to provide for academic management of courses delivered within the third-party education delivery arrangement and provide consideration and guidance on academic matters in accordance with the higher education standards framework.
- d An annual review of third-party education delivery arrangement performance against contractual and regulatory obligations must be conducted for each partner and presented to Academic office.

Terminating partnerships

(25)

Termination of a partnership arrangement must be carried out in a manner that ensures the University's interests are protected (including the interests of students) and as articulated in the partnership agreement terms.

(26)

The primary partnership manager will determine the process and accountabilities in relation to the termination of partnership arrangements, taking into account any requirements of the relevant partnership agreement and consultation with Legal Services.

(27)

When making decisions on the termination of a partnership, the University will consider: a where relevant, teach out responsibilities to students



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- b legal, financial and reputational implications
- c other areas of the University involved in the partnership
- d compliance with relevant regulatory and legislative requirements.

(28)

Termination of a partnership must be approved by the appropriate delegated approver. Typically, this will be the delegated approver that signed or executed the partnership agreement.

Part B - Stakeholders

(29)

The following table sets out the key stakeholders for each partnership category, however, is not exhaustive. The sponsor and initiating organisational unit must attempt to identify and include all impacted stakeholders when developing the business case.

(30)

The University has standardised a management framework that outlines work practices associated with partnerships. This framework must be utilised consistently for all relevant partnerships per clause (31)c. of this procedure.

(31)

Stakeholder roles are generally defined as follows:

- a Partnership sponsor is the delegated authority on the partnership agreement, with ultimate accountability.
- b Primary partnership manager is responsible for relationship management, facilitation and development within the partnership.
- c Key Stakeholders hold delegation for individual attributes of a partnership agreement

Partnership category	Partnership sponsor	Primary partnership manager	Key stakeholders
Education delivery (award)	Vice-Rector (Academic)	Office of the Marketing	Academic affairs Office of International affairs Division of Student affairs
Education delivery (non-award)	Vice-Rector (Academic)	Office of marketing	Academic affairs Office of International affairs



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Educational cooperation	Vice-Rector(Academic)	Office of marketing	Academic affairs
Regional/community partners	Executive Director,marketing	Office of marketing	Office of marketing Faculties Office of International affairs Division of Student affairs
Research	Vice-Rector(Academic)	Office of the Vice-Rector(Academic) – where pure research focus Office of the marketing– where broader partnership focus (beyond solely research)	Office of the Vice-Rector (Academic) Office of International affairs
Government	Vice-Rector	Office of marketing	Academic office Office of International affairs Division of Student affairs Division of marketing

SECTION 4 - GLOSSARY



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For the purposes of this policy:

- a. Memorandum of understanding (MOU) - an agreement that sets out the intentions of the parties but does not impose any legally binding obligations or liabilities on the University.
- b. Partnership – refers to a formal relationship between the University and another party to achieve a particular purpose (as outlined in the specific partnership arrangement categories in this policy).
- c. Partnership agreement - refers to the written agreement between the University and the relevant partner recording the partnership arrangements.
- d. Research activity – means research and experimental development activities
- e. University programs – refers to a course of study undertaken with the University.