



Partnerships and Agreements Due Diligence Checklist

NBCC actively promotes and develops academic partnerships that align to the vision, purpose, values, strategic objectives, culture of belonging and commitments of the College.

The following checklist provides a guide to determining the compatibility and suitability of potential partners.

Name of Agreement:		
Type of Agreement:	<input type="checkbox"/> Academic (Specify Type: _____) <input type="checkbox"/> Applied Research <input type="checkbox"/> Business Development <input type="checkbox"/> Other: _____	<input type="checkbox"/> Letter of Intent <input type="checkbox"/> Memorandum of Agreement <input type="checkbox"/> Memorandum of Understanding <input type="checkbox"/> Other: _____
Name of NBCC Lead:		
Name of NBCC Division:		

	MANDATORY REQUIREMENTS	Yes	No*	N/A	Comments
1.	Do the potential partner's vision, purpose, values, strategic objectives, culture of belonging and commitments align with NBCC? (tip: research partner's strategic plan)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
2.	Do the potential partner's values and principles, as outlined in institutional values, mission or strategic documents or in reportable cases or complaints align with NBCC? (tip: perform media search, review available policies)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
3.	Is there management and staff support for this initiative?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
4.	Is there a historical relationship between NBCC and the potential partner? If yes, were the previous agreements successful? If no, what is the advantage of proceeding or partnering with this organization?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

5.	Will NBCC faculty, staff, and/or students benefit from this linkage currently and/or in the future?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<p>*If the answer is <u>no</u> to one or more of the above, is the agreement supported? Why or why not.</p>					

	ADMINISTRATIVE CONSIDERATIONS	Yes	No	N/A	Comments
6.	Are there any additional anticipated fees required from students? If so, is it clear whether the fees are NBCC's and/or the potential partner's?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
7.	Is there a financial contribution required of NBCC? If yes, please provide information in comments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
8.	Are there other sources of funding? If yes, please provide information in comments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
9.	Are there any barriers to financial transactions between the potential partners or their clients?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
10.	What additional arrangements does NBCC need to provide regarding resources? Do they meet procurement requirements? Please clarify resources required.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
11.	Does NBCC and the potential partner have the resources (e.g. financial, people, knowledge, time) to meet the requirements of the partnership agreement?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

12.	Have criteria for a successful partnership been set and evaluated? Provide supporting documents or set out rationale.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
13.	Has the potential partner assigned a designate and a secondary contact to coordinate activities such as initiating publicity, communicating information to other institutions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	ACADEMIC CONSIDERATIONS, where applicable	Yes	No	N/A	Comments
14.	Is there a seat capacity in the program(s) of interest?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
15.	Have appropriate staff been consulted? Please list staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
16.	Is the potential partner an educational institute and/or is its program externally accredited?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
17.	Have licensing and accrediting bodies been consulted, if applicable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
18.	Has the potential partner been engaged in previous bilateral institutional agreements?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
19.	Can NBCC provide timely (fast) acceptance of students and on-time delivery of service or product?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
20.	Will the agreement apply retroactively to accommodate graduates, if applicable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

21.	Does the partnership fit with the curriculum, if the agreement involves students? What are the impacts on curriculum alignment?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
22.	Does the partnership meet the standards of the <i>Academic Partnerships Framework</i> , if applicable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

	JURISDICTIONAL CONSIDERATIONS	Yes	No	N/A	Comments
23.	Does the potential partner have knowledge of NBCC and the region?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
24.	Does the potential partner operate in a jurisdiction that is a strategic priority for NBCC?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
25.	Is the potential partner legally licensed in their jurisdiction, and if so, is documentation available?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
26.	Does that jurisdiction present any particular obstacles to its citizens studying abroad or entering into international agreements, if applicable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
27.	Does New Brunswick offer any particular advantages to citizens of that jurisdiction for studying or partnering in New Brunswick, if applicable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
28.	Does the potential partner comply with its government's legislation and all elements of the agreement with the rules and regulations of both parties?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

	FINALIZATION CONSIDERATIONS	Yes	No	N/A	Comments
29.	Is a site visit required?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
30.	Is there an appropriate NBCC template (e.g. block transfer, MOU/MOA)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
31.	If an NBCC template is not able to be used, does the agreement contain indemnity, termination, amendment, and confidentiality clauses?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
32.	Does the agreement specify an effective date?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
33.	Does the agreement specify a renewal date?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
34.	Does the agreement contain terms by which either party may terminate the agreement?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
35.	Is a legal opinion required?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
36.	Are there any other risks or concerns (e.g. health and safety training)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
37.	Does the agreement specify requirements for program review as contained within the <i>Academic Partnerships Framework</i> , if applicable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

	RENEWAL CONSIDERATIONS	Yes	No	N/A	Comments
38.	If NBCC is renewing an agreement:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
a.	Do all parties want to renew?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
b.	Has the partnership been evaluated prior to the renewal of the agreement? (tip: if major changes are required more lead time is needed)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
c.	Have amendments been documented and applicable requirements within the <i>Academic Partnerships Framework</i> been reviewed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
d.	Is a legal opinion required?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
e.	Has a request been submitted to the President?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
f.	Has an effective date been added after the signature by all participants?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

	TERMINATION CONSIDERATIONS	Yes	No	N/A	Comments
39.	If NBCC is terminating prior to the agreed termination date:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
a.	Has the cause for termination been documented?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
b.	Is a legal opinion required?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
c.	Has the termination of the agreement been submitted to the President and the partner been advised?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	RECOMMENDATION	Yes	No	N/A	Comments
40.	Is this agreement recommended?	<input type="radio"/>	<input type="radio"/>		

Signature of NBCC Lead

Date

Other Related Documents:

Academic Partnerships 1118

Academic Partnerships Framework 1118.5419