

# Third Party Provider Coursework Program Arrangements - Procedures



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## 1. Purpose of Procedures

1.1 These procedures specify requirements and processes associated with Third Party Coursework Program Arrangements to ensure that all aspects of third party provision are compliant with the University's obligations as a registered Higher Education Provider, align with the University's strategic goals, and are consistent with quality assurance and improvement practices.

## 2. Scope and application

2.1 These procedures should be read in association with the Third Party Coursework Program Arrangements – Governing Policy.

## 3. Definitions

Please refer to the University's Glossary of Terms for policies and procedures. Terms and definitions identified below are specific to these procedures and are critical to its effectiveness:

Due diligence means the process of investigation whereby the University assesses the suitability of a third party prior to entering a program delivery agreement.

Third Party Agreement means a formal relationship whereby the University enters a legally binding agreement with a third party where there is an arrangement for the Third Party to deliver university programs and support services in whole or in part to students enrolled in the programs.

Third Party means a legally established entity separate from the University with which the University has a formal relationship for the purposes of delivering programs and associated support services to students.

## 4. Due Diligence

4.1 Potential partners for the delivery of university programs will be identified by the University's Executive.

4.2 To reduce risks and failures of quality, and to ensure selection of a reliable third party with whom to partner, a credible, rigorous and evidence-based due diligence process will be undertaken before reaching agreement with any third party. The due diligence process will consider a range of issues including the:

- (a) ability of the Third Party to deliver on its responsibilities as allocated in an agreement;
- (b) track-record of the Third Party in the provision of higher education, including regulatory status and history;
- (c) ownership and governance structures of the Third Party;
- (d) financial viability of the Third Party; and
- (e) track record of probity of the Third Party.

4.3 The process will be appropriate and proportionate for each prospective partner and a recommendation for the suitability of the partner will be made as part of the process.

4.4 The Chief Operating Officer is responsible for undertaking the due diligence consideration of governance, financial, and management aspects of the proposed partner. (Appendix A)

4.5 The Deputy Vice-Chancellor (Academic) is responsible for undertaking the due diligence consideration of the academic and student support aspects of the proposed partner. (Appendix B)

4.6 The findings of the due diligence process will be provided to the University's Executive, who will make a recommendation to Council on the proposed agreement.

## 5. Third Party Agreement

5.1 A legally binding Third Party Agreement must be reached with a third party before commencing operations. The agreement must cover all relevant topics relating to the scope and extent of the functions being undertaken by the Third Party. It will also set out the rights and responsibilities of the University and the Third Party entity in respect of the agreement.

APPROVAL AUTHORITY

Vice-Chancellor and President

RESPONSIBLE EXECUTIVE MEMBER

Deputy Vice-Chancellor (Academic)

DESIGNATED OFFICER

Deputy Vice-Chancellor (Academic)

FIRST APPROVED

27 July 2017

LAST AMENDED

22 October 2021

REVIEW DATE

22 October 2026

STATUS

Active

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5.2 The University's Legal Officer is responsible for settling the agreement with reference to the Third Party Agreements checklist. (Appendix C)

5.3 Agreements will only be signed once due diligence has been completed and the partner is deemed suitable.

5.4 Agreements will be proportionate to the scale and nature of activities involved and will allow the University sufficient powers to ensure consistency with the Higher Education Standards Framework.

5.5 Agreements will include a commencement and expiry date and exit arrangements that enable the University to meet its obligations to its students.

5.6 Agreements will only be extended or renewed when the University is satisfied with the results of the regular audit process.

5.7 The Vice-Chancellor and President is responsible for approving and signing the agreement.

5.8 Upon signing a Third Party Agreement:

(a) details of the agreement including name and contact details, nature of agreement, and commencement and expiry/renewal date must be provided to the Quality Office for inclusion in the register of Third Party Agreements; and

(b) CRICOS registration or notification to TEQSA must be initiated where delivery involves international students. Registration or approval must be received from TEQSA before any international student can access any aspect of the Third Party arrangement.

5.9 Details of any Third Party agreements must be communicated to students prior to enrolment and during their studies including:

(a) any contractual arrangements;

(b) the obligations of the University the rights and obligations of the students; and

(c) all matters relating to their studies.

## 6. Quality Assurance of Programs

6.1 Under the requirements of the Higher Education Standards Framework, the University carries full responsibility for all aspects of program delivery and support by a third party entity including:

(a) quality and academic standard of program content, teaching, learning, and assessment, is comparable to that at all other teaching locations of the University;

(b) teaching is carried out by staff qualified at a level comparable to those at other teaching locations;

(c) resources and facilities are appropriate and adequate for the delivery of the program;

(d) ensuring learning outcomes are equivalent to those for the same or a cognate program when delivered by the University; and

(e) ensuring and demonstrating compliance with the Higher Education Standards Framework.

6.2 Comparisons of assessment outcomes for students undertaking study with the Third Party will be undertaken to detect variability, and adjustments will be made to future arrangements where variability needs to be reduced.

6.3 Processes will be developed and implemented to promote and facilitate consistency in approaches to marking of assessment tasks, including moderation of all assessment tasks by the University's own academic staff.

6.4. A joint Academic Quality Committee will be established to monitor ongoing compliance with the Higher Education Standards Framework. The Committee will meet a minimum three times per year.

## 7. Auditing

7.1 A cycle of periodic audits of each third party arrangement and evaluation of their performance will be established by the University. The audits will be undertaken largely internally, but will be supported by external review (at least every five years) in line with Higher Education Standard Framework requirements for corporate and academic governance.

7.2 The timing of audits will be set out in the individual agreement; however the Vice-Chancellor and President may approve the conduct of a review at a time other than a scheduled review.

7.3 The audits will examine the obligations of each party as set out in the agreement, the extent to which each party has fulfilled their obligations, and the extent to which the Third Party has adhered to the policies and procedures it is bound to observe.

7.4 The audit report and follow up on recommendations will be provided to Academic Board.

7.5 Records of audits will be maintained by the Office of the Deputy Vice-Chancellor (Academic) and material issues drawn to the attention of Council.

7.6 Where a serious breach of the agreement occurs, steps will be taken to correct the problem, or terminate the agreement. The Office of the Deputy Vice-Chancellor (Academic) is responsible for initiating and monitoring corrective action; the Vice-Chancellor and President has responsibility for enacting termination of an agreement.

## 8. Changes to Third Party Agreements

8.1 Any changes to the Third Party agreement that will impact on the delivery of a program must be communicated to all students enrolled in the affected program.

8.2 Where there are international students on student visas accepted or studying in a program delivered by a Third Party, any changes to the agreement with the Third Party must be approved by TEQSA prior to the changes being made.

8.3 The Head, International Office is responsible for ensuring details of a Third Party agreement where international students are to be enrolled are approved by TEQSA.

8.4 The University will have a contingency plan to support enrolled students to complete their program, to be implemented should the Third Party agreement cease.

## 9. Annual Report on Agreements

9.1 A joint management committee will be established to support each agreement. The committee will meet at least twice per year and will provide an annual report to the Academic Board and Council.

## 10. Register of Third Party Agreements

10.1 A register of Third Party Agreements will be maintained by the Quality Office.

## Appendices

Appendix A - Due Diligence Assessment for Third Party Arrangements - Governance, Management and Financial

Appendix B - Due Diligence Assessment for Third Party Arrangements - Academic and Student Support Services

Appendix C - Third Party Agreements Checklist

END OF PROCEDURES

## Appendix A – Due Diligence Assessment for Third Party Agreements: Governance, Management and Financial

The process will be appropriate and proportionate for each prospective partner and a recommendation for the suitability of the partner will be made as part of the process. The due diligence requirements provided below are a guide only.

Information required to assist in a robust, evidence-based, due diligence process includes:

- documentation outlining experience in providing educational services and period of registration as an accredited/registered Higher Education Provider or Registered Training Organisation
- independent auditor documentation of financial statements for the previous three years showing the financial position of the entity including profit and loss, balance sheet, cash flows etc.
- statement signed by the Directors that the company is solvent and stating the Directors' knowledge about future events that may impact on the solvency of the entity or its capacity to deliver the proposed services
- provision of audit, banking, business and accounting referees
- names, details and qualifications of members of the Board of Directors
- governance and management chart including names, qualifications and details of senior executives and managers and relationship of other entities to the principal entity
- all governance and management staff meet the requirements of 'fit and proper persons'
- copy of organisation's latest strategic plan

## Appendix B – Due Diligence Assessment for Third Party Agreements: Academic and Student Support Services

The process will be appropriate and proportionate for each prospective partner and a recommendation for the suitability of the partner will be made as part of the process. The due diligence requirements provided below are a guide only.

Information required to assist in a robust, evidence-based, due diligence process includes:

- where the Third Party delivers higher education programs, it can demonstrate that it has enough appropriately qualified academic and administrative staff to support high quality delivery and meets the staffing requirements of the Higher Education Standards Framework
- if the Third Party already delivers higher education programs, what evidence is there that it does so at a comparable level to the delivery of programs at all of the University's teaching locations

- whether the Third Party provider has, or can obtain, a qualified and experienced Academic Program Coordinator in the discipline/s proposed for the agreement
- whether the Third Party has, or can obtain, adequate and appropriate library resources to support the University's program/s, including but not limited to an appropriate quantity of prescribed texts appropriate access to physical and online resources as may be determined by the University
- that adequate and appropriate IT facilities are available for students including access to the internet and email facilities during hours convenient to the students' study patterns
- that the Third Party has existing and effective systems in place for communicating with students
- whether adequate and appropriate facilities, comparable to those at other teaching locations of the University, are available for the conduct of examinations and other forms of assessment
- evidence of systems of security that are in place to ensure the integrity of examination and assessment processes
- evidence of systems, staffing and services in place to support the welfare of students
- evidence of collecting and acting on student feedback
- consideration of any cultural or technological barriers to effective participation by students in the proposed programs
- any likely limitations for enrolled students achieving the same or equivalent program learning outcomes as those enrolled in the same or similar programs at other teaching locations of the University

## Appendix C – Third Party Agreements Checklist

Based on *TEQSA Guidance Note on Third Party Arrangements*.

The scope and extent of the legal agreement with a third party will vary in accordance with the scope and extent of functions being undertaken by the Third Party provider.

The Third Party Agreement should clearly allocate rights and responsibilities between the University and the Third Party in each of the following areas as applicable to the functions being delivered by the Third Party.

The rights and responsibilities of the University for matters such as:

- provision of and rights over current intellectual property
- policy and procedural framework – clarify which of the University's policies and procedures apply, and which of the Third Party's policies and procedures apply
- provision of current administrative guidelines/manual
- provision of academic support to third party managers and academic staff
- student and staff induction
- best endeavours to maintain TEQSA registration
- marketing and promotion
- student admission and enrolment requirements and processes (including English language requirements)
- credit transfer and recognition of prior learning (RPL)
- setting of student fees
- maintenance of student records
- student complaints and grievances
- provision of assessment and marking, monitoring of student progress, academic integrity, student appeals and grievance processes
- program and course management, including evaluation of programs and teaching
- provision of support services - compliance with laws and regulatory obligations in the home jurisdiction, including the ESOS Act and National Code of Practice

The rights and responsibilities of each third party for matters such as:

- provision of and rights over intellectual property (especially if licensing courseware to the University)
- best endeavours to maintain local registration or accreditation
- representation as appropriate on the University's academic bodies
- compliance with the University's specified policy and procedures and provision of information to students about all applicable policies and procedures
- marketing and promotion of the program, and ensuring that marketing and pre-enrolment materials are:
  - current, accurate and compliant with the Higher Education Standards
  - approved by the registered provider
- student admission and enrolment requirements and processes (including English language requirements), academic integrity
- delivery of the program at the equivalent level of quality to delivery by the University including:
  - student and staff induction
  - local (i.e. provided by the third party) employment of teachers with the required qualifications and experience, approved by the University

- provision of required property and facilities (for face-to-face or blended delivery)
- provision of local program materials
- provision of local tutorial services
- maintenance of accurate local student records and student administration
- provision and regulation of local assessment activities and marking, monitoring of student progress and feedback to students
- co-operative participation in moderation of assessment and periodic audits
- remittance and payment of fees
- provision of support services, including English language support where required
  - student complaints, grievances and appeals
  - periodic audit requirements
  - management of work placements (if applicable)
  - compliance with laws and regulatory obligations in the third party's jurisdiction
  - reporting requirements, including:
    - requirements to notify the University of material changes
    - reporting of student performance data including student satisfaction
      - arrangements for review or amendment of the agreement, termination (for example if either party breaches its designated responsibilities), and for teach-out in the event of an agreement being terminated or not renewed
      - whether further sub-contracting is permitted, and if so, what controls are put in place to ensure that the University retains the ability to ensure that the relevant Higher Education Standards are met
      - dispute resolution processes

#### RELATED DOCUMENTS

- Admissions - Procedures
- Admissions, Enrolments and Graduation - Academic Policy
- Assessment: Courses and Coursework Programs - Academic Policy
- Assessment: Courses and Coursework Programs - Procedures
- Credit Transfer - Academic Policy
- Credit Transfer - Procedures
- Enrolments and Graduation - Procedures
- Grades and Grade Point Average (GPA) - Academic Policy
- Management of Contracts and Memoranda of Understanding (MOUs) - Governing Policy
- Management of Contracts and Memoranda of Understanding (MOUs) - Procedures
- Monitoring Academic Progress - Academic Policy
- Monitoring Academic Progress - Procedures
- Student Conduct - Governing Policy
- Student Grievance Resolution - Governing Policy
- Third Party Provider Coursework Program Arrangements - Governing Policy

#### LINKED DOCUMENTS

- Third Party Provider Coursework Program Arrangements - Governing Policy

#### RELATED LEGISLATION / STANDARDS

- Education Services for Overseas Students (ESOS) Act 2000 (Cth)
- Tertiary Education Quality and Standards Agency (TEQSA) Act 2011 (Cth)
- National Code of Practice for Providers of Education and Training to Overseas Students 2018