

# Third Party Partnerships for Educational Provision Policy and Procedure

## Section 1 - Preamble

(1) Charles Darwin University ('the University', 'CDU') is responsible for assuring the provision of quality education in partnership with third party providers.

## Section 2 - Purpose

(2) This policy and procedure outlines the processes of engaging, developing, formalising, monitoring and reviewing third party providers in partnership with the University to deliver award and non-award higher and vocational education.

## Section 3 - Scope

(3) This policy and procedure applies to all University and third-party provider staff and organisation units engaged in a third party arrangement for award and non-award higher and vocational education, at all locations and campuses and via all delivery modes.

## Section 4 - Policy

(4) Regulation: This policy and procedure is underpinned by the:

- a. [Higher Education Standards Framework \(Threshold Standards\) 2021](#);
- b. [VET Quality Framework](#);
- c. [Australian Qualifications Framework](#) (AQF);
- d. [Education Services for Overseas Students Act 2000](#) (ESOS Act);
- e. [ELICOS Standards 2018](#); and
- f. [National Standards for Foundation Programs](#).

(5) To provide quality learning experiences to students, the University may enter a formal arrangement with a third party provider through a written agreement for the purpose of:

- a. whole or partial teaching delivery of the award and non-award higher and vocational education course or unit;
- b. articulation agreements facilitating pathways from a third-party provider into the University's accredited award and non-award higher and vocational education courses;
- c. delivering educational and student support services;
- d. the recruitment of prospective students;
- e. transnational delivery of the University's award and non-award higher and vocational education; and
- f. delivery of Higher Degree by Research (HDR) courses undertaken in partnership with other organisations,

including other universities and research institutions.

(6) The following services do not meet the definition of a third party for the purposes of this policy:

- a. hiring lecturers, trainers and/or assessors as contractors;
- b. engaging the services of a third party for facilitating the advertising of the University's courses; and
- c. engaging workplace supervisors who contribute to supplementary evidence collection.

(7) The University formalises arrangements for third party delivery and systematically monitors activity by:

- a. undertaking rigorous and evidence-based processes of due diligence, risk analysis and contingency planning prior to entering a third party arrangement;
- b. ensuring all procurement activity complies with the processes in accordance with the University's governance framework on contracting external goods and services;
- c. considering third party arrangements in the context of requirements for accrediting and licencing bodies, relevant funding agreements and legislative requirements;
- d. ensuring the partnership aligns with the strategic plan of the University; and
- e. assessing, monitoring and reviewing the suitability of a third-party provider to provide quality student experiences and outcomes.

## Section 5 - Procedure

(8) There are four (4) phases involved in the management of third-party arrangements for award and non-award higher and vocational education delivery:

- a. due diligence;
- b. formalisation;
- c. monitoring; and
- d. review.

### Due diligence

(9) The University is accountable for the quality of all education and services delivered on its behalf by a third party provider and assures this through due diligence.

(10) The Faculty Pro Vice-Chancellor must evaluate the suitability of the third-party provider, including but not limited to, the assessment of:

- a. capacity and capability to deliver academic and student support relevant to the third-party arrangement in accordance with relevant legislative and regulatory requirements;
- b. risk assessment of future market and competition to identify financial and non-financial benefits such as access to a new market, new product, or wider market coverage;
- c. track-record in the provision of Higher Education (HE) and Vocational Education and Training (VET), including its regulatory status, and potential constraints, limitations to, or lapses in, compliance with the [Higher Education Standards Framework \(Threshold Standards\) 2021](#) and [Standards for Registered Training Organisations \(RTOs\) 2015](#);
- d. ownership and governance structures of the third party provider;
- e. financial viability; and
- f. track-record of probity.

(11) The Faculty Pro Vice-Chancellor must ensure the VET training products is listed on the University's scope of registration (VET only).

(12) The Faculty Pro Vice-Chancellor must identify and assess the key risks related to the third-party arrangement, including but not limited to, the consideration of:

- a. the location and country of delivery of the third-party arrangement;
- b. potential impacts on existing third-party partners; and
- c. financial, practical and regulatory implications associated with insolvency of the third-party provider.

(13) Any potential risks identified as part of the due diligence will be reviewed by the Director Risk and Assurance (HE only), or Director Risk and Assurance and Director VET Strategy and Growth (VET only).

## **Formalisation**

(14) Third-party arrangements must be documented in a written legal agreement which includes:

- a. terms and objectives;
- b. roles and responsibilities of the University and the third-party provider; and
- c. quality assurance and monitoring controls to be undertaken by the University and third-party provider; and
- d. termination clauses.

(15) Written agreements must be prepared by the University Senior Legal Officer and in consultation with the Quality Specialist - Educational Partnerships.

- a. Third-party arrangements targeting involvement of First Nation organisations, communities or student cohorts require the endorsement of the Deputy Vice-Chancellor First Nations Leadership.

(16) All third-party arrangements must be endorsed by the Provost, with the exception of third-party arrangements for HDR.

- a. Third-Party Arrangements for HDR must be endorsed by the Deputy Vice-Chancellor Research and Innovation.

(17) All third-party arrangements are approved by the Vice-Chancellor or in accordance with the [Delegations Policy](#).

(18) The Quality Specialist - Educational Partnerships will notify the relevant regulator within thirty (30) days of the agreement commencing.

(19) Third-party arrangements which include delivery to international students must be submitted to the relevant regulator by the Quality Specialist - Educational Partnerships for approval before proceeding (HE only).

(20) The processes to accredit Higher Education course(s) and unit(s) subject to the third-party arrangement will be documented in the Curriculum Management System (CMS) in accordance with the [Higher Education Course Accreditation Procedure](#) (HE only).

(21) The processes to accredit the VET course and/or unit of competency will be completed in the CMS in accordance with the VET Course Accreditation procedure (VET only).

(22) Details of the third-party arrangement, including the nature of involvement by the third-party provider, will be included in both the University and third-party provider published course and unit information, data, marketing material, and communicated to students prior to enrolment.

## Monitoring

(23) Monitoring of the third-party arrangement will be undertaken quarterly to evaluate the effectiveness of the partnership activities against the key objectives outlined in the written agreement. This will include the monitoring of:

- a. student experiences, performance and achievements benchmarked and externally referenced against comparable cohorts;
- b. course and unit quality; and
- c. key performance indicators.

(24) A Joint Management Committee (JMC), chaired by the Faculty Pro Vice-Chancellor must support each third-party arrangement. The committee will meet quarterly to review on the performance and quality of the activities. The Chair will provide copies of the minutes to the Quality Specialist - Educational Partnerships.

(25) The Quality Specialist - Educational Partnerships will:

- a. evaluate outcomes from the JMC to identify and monitor key trends and rectifications to minimise risks to student learning and experience; and
- b. report non-compliances and rectifications to ensure that University Council maintains oversight of third party delivery.

(26) The Faculty and the third party must respond to reasonable request for evidence from the Associate Director Quality Assurance and Enhancement to assist with an external or internal audit or risk assessment.

## Review

(27) Outcomes from routine monitoring activities may result in comprehensive review activities of third party arrangements to ensure:

- a. recommendations for improvement and enhancement to the student experience are implemented where required;
- b. risks to course and unit quality are mitigated; and
- c. informed decision-making around agreement renewal and termination.

(28) Audit, Risk and Compliance Committee and Academic Board may request further comprehensive review and analysis of a third-party arrangement. The Provost will work with the JMC to complete an action plan to address:

- a. areas to improve and enhance student experience and performance; and
- b. extent and nature of the evidence required to vary a third-party arrangement.

## Renewal of a third-party arrangement

(29) Where a third-party arrangement is proposed to be renewed, the Faculty Pro Vice-Chancellor must ensure:

- a. University's Senior Legal Officer, Director Planning and Performance and Quality Specialist - Educational Partnerships are engaged regarding legal, planning and compliance matters;
- b. resourcing and other requirements can continue to be met under any proposed variations; and
- c. a new legal agreement is documented if substantive changes to the terms of the arrangement are effected.

## Termination of a third party arrangement

(30) Third party arrangements may be terminated either by:

- a. mutual agreement of the University and third party provider; or
- b. following the termination provisions outlined in the agreement or applicable schedules by either or both the University and third party provider; or
- c. following a report of a substantive breach of the Agreement.

(31) Where a third-party arrangement is terminated, including termination prior to the Agreement's nominated expiry date, the Faculty Pro Vice-Chancellor must ensure:

- a. appropriate advice, support and effective teach-out and transition arrangements are implemented for currently enrolled students;
- b. prospective students are advised in a timely manner of the termination of the third-party provider delivery;
- c. the University's Senior Legal Officer and Associate Director Quality Assurance and Enhancement are engaged regarding legal and compliance matters; and
- d. all relevant registration authorities are notified of the termination in a timely manner.

(32) The Quality Specialist - Educational Partnerships will notify the relevant regulator within thirty (30) days of cessation of the agreement (VET only).

## Section 6 - Non-Compliance

(33) Non-compliance with Governance Documents is considered a breach of the [Code of Conduct – Staff](#) or the [Code of Conduct – Students](#), as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the [Charles Darwin University and Union Enterprise Agreement 2022](#) and the [Code of Conduct – Students](#).

(34) Complaints may be raised in accordance with the [Code of Conduct – Staff](#) and [Code of Conduct - Students](#).

(35) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the [Fraud and Corruption Control Policy](#) and [Whistleblower Reporting \(Improper Conduct\) Procedure](#).

## Status and Details

<b>Status</b>	Historic
<b>Effective Date</b>	3rd June 2022
<b>Review Date</b>	3rd June 2025
<b>Approval Authority</b>	Vice-Chancellor
<b>Approval Date</b>	3rd June 2022
<b>Expiry Date</b>	5th November 2024
<b>Responsible Executive</b>	Louise King Provost
<b>Implementation Officer</b>	Lisa Papatraianou Deputy Provost
<b>Enquiries Contact</b>	Lisa Papatraianou Deputy Provost

## Glossary Terms and Definitions

**"Faculty"** - An organisational and academic unit in the University that delivers courses and conducts research.