# Third-Party Arrangements Policy

# Section 1 - Purpose

(1) This Policy sets out the University's requirements for course/program delivery involving third-party arrangements described in the Scope.

### Scope

(2) This Policy applies to all staff of Macquarie University and its controlled entities involved in any aspect of a third-party arrangement covered by the Policy.

(3) This Policy applies to third-party arrangements for the delivery of the following courses/programs, units of study, or other components undertaken as part of a course/program offered by Macquarie University, or by Macquarie University jointly with a third party (henceforth referred to as course/program):

a. award courses, including joint awards and dual awards;
b. preparatory and English language programs;
c. non-award programs that lead to the issue by Macquarie University of certification documentation; and
d. microcredentials, in accordance with the Microcredentials Policy.

(4) Delivery of a course/program includes the provision of one or more of the following:

a. teaching and assessment;
b. orientation and transition support;
c. learning resources and educational support;
d. learning facilities and infrastructure; and/or
e. wellbeing support services.

(5) This Policy also applies to the licensing of Macquarie University course/program materials to form the basis of delivery by a third party to its students.

(6) This Policy does not apply to:

a. non-award programs (including professional development programs) that do not lead to the issue of a Macquarie University microcredential or other certification documentation;
b. Higher Degree Research including cotutelle arrangements;
c. student exchange and study abroad (refer to International Agreements Policy);
d. course articulation and credit transfer arrangements (refer to Recognition of Prior Learning Policy); and
e. work integrated learning activities with a third party, including Professional and Community Engagement (PACE) units and internships (refer to Work Integrated Learning Policy).

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# Section 2 - Policy

## Part A - Overarching Principles

(7) The University will only enter into a third-party arrangement covered by this Policy where:

a. the arrangement would have strategic value to the University and contribute to the achievement of the University's vision and objectives;
b. the third party's values, including its commitment to promoting academic and research integrity and supporting academic freedom, are consistent with those of the University;
c. the quality of service provided by the third party is consistent with that provided by the University and supports student progression and achievement;
d. appropriate due diligence has been undertaken;
e. the arrangement is consistent with relevant internal and external standards, including the standards in the Higher Education Standards Framework (Threshold Standards) 2021 (Higher Education Standards) and the Education Services for Overseas Students Act 2000;
f. the arrangement is consistent with relevant regulatory, legislative and policy requirements applicable to the University or other institutions;
g. the arrangement is approved in accordance with the requirements of this Policy; and
h. the terms of the arrangement are formalised in a binding legal agreement.

(8) All approved third-party arrangements will be subject to:

a. quality assurance processes, including auditing and/or review that verify performance against the agreement and continuing compliance with relevant Higher Education Standards;
b. the University's policies and procedures (unless specific exceptions are approved in accordance with the requirements of this Policy); and
c. governance oversight of risks associated with the arrangement.

(9) Macquarie University staff member/s will be appointed to manage a third-party arrangement by:

a. the Deputy Vice-Chancellor (Academic) – for an arrangement affecting more than one Faculty or area;
b. the Faculty Executive Dean – for an arrangement affecting the Faculty; or
c. the Pro Vice-Chancellor (Education) – for an arrangement affecting the Macquarie University College.

(10) The relevant authority (as set out in clause 9) will also determine an appropriate process for monitoring the operations of the third-party arrangement. If the level of risk associated with the third-party arrangement is determined to be high by that authority (for example, an arrangement involving transnational education, delivery of an award course in a language other than English, teaching of a Macquarie University award course or component by the third party), the monitoring processes will include the establishment of a joint monitoring body comprising representatives of the third party and the University.

(11) The renewal of a third-party arrangement will only occur after completion of a review of the arrangement in accordance with Section 3 – Procedures.

(12) The termination of a third-party arrangement will be subject to the termination conditions under the contract for the arrangement and will consider the interests and requirements of affected students and staff, including appropriate transitional arrangements.

(13) Records relating to third-party arrangements must be maintained by relevant officers, in accordance with the Records and Information Management Policy.

# Section 3 - Procedures

## Part B - Establishment and approval

**Proposer**

(14) Arrangements involving a third party covered by this Policy may be proposed by a member of the University Executive Group.

(15) Arrangements relating to a non-award program may be proposed by the Pro Vice-Chancellor (Education).

**Due diligence**

(16) The proposer must undertake an appropriate due diligence process with input from relevant internal stakeholders, relative to the level of risk associated with the third-party arrangement, that may include:

a. the ability of the third party to meet its obligations under the proposed arrangement;
b. the performance history, accomplishments, reputation and credentials of the third party in the conduct of similar arrangements;
c. potential risks of the proposed arrangement, including reputational, financial, social and environmental risks;
d. the alignment of the vision, strategic objectives and values of the third party with those of the University;
e. whether the third party is engaged in activities that are controlled or prohibited by the University (including but not limited to Funding from the Tobacco Industry Policy, Modern Slavery Policy, Export Controls and Sanctions Policy, and Research Risk Review Procedure);
f. the ownership and governance structures of the third party;
g. the quality and level of attainment of proposed teaching staff, where appropriate; and
h. potential adverse impacts on the University's ability to continue to meet the requirements of, the Higher Education Standards Framework (Threshold Standards) 2021 and the Education Services for Overseas Students Act 2000, relevant to the arrangement.

(17) The proposer must ensure their due diligence process takes account of the risks of foreign interference in line with the Due Diligence Framework on Countering Foreign Interference.

**Formal proposal**

(18) The proposer will prepare a formal written proposal for the arrangement that will include:

a. the nature, scope and outcomes of the due diligence process;
b. a business case, including an analysis of the viability of the proposed arrangement including financial, resource and staffing implications;
c. the strategic and other benefits to the University and its students of participating in the proposed arrangement;
d. quality assurance arrangements that will be in place to ensure ongoing compliance with relevant internal and external standards;
e. consultation with and support provided by other areas of the University affected by or supporting the arrangement; and
f. existing arrangements with the third party across the University (including activities not covered by this

Policy).

**Approval**

(19) Proposals for third-party arrangements for the delivery of award, preparatory or English language courses will be:

a. endorsed by the Deputy Vice-Chancellor (Academic) if satisfied that internal and external requirements relating to quality and standards are met;
b. endorsed by the Education Strategy Group on business grounds; and
c. approved by Academic Senate.

(20) Proposals for third-party arrangements for the delivery of a microcredential will be:

a. endorsed by the relevant Executive Dean or, for microcredentials offered through the Macquarie University College, by the Pro Vice-Chancellor (Education); and
b. approved by the relevant Faculty Board or equivalent.

(21) Proposals for third-party arrangements for the licensing of course materials will be:

a. endorsed by the relevant Executive Dean or, for arrangements involving Macquarie University College materials, by the Pro Vice-Chancellor (Education); and
b. approved by the Deputy Vice-Chancellor (Academic).

(22) Proposals for third-party arrangements for the delivery of a non-award program that leads to the issue of certification documentation will be approved by the Executive Dean or, where the program involves more than one faculty, by the Deputy Vice-Chancellor (Academic).

(23) Approved proposals must be formalised in a binding legal agreement in accordance with the requirements of Part C.

# Part C - Agreement

(24) All proposals for course/program delivery involving third-party arrangements covered by this Policy must be formalised in a binding legal agreement executed by the Deputy Vice-Chancellor (Academic) following approval as specified in Part B.

(25) The Office of General Counsel must review all agreements involving third-party arrangements.

(26) Research Services must also review all agreements with foreign third parties (or domestic third parties controlled by foreign interests) for applicability to Commonwealth Government legislation and higher education sector guidelines and may undertake any required notifications to the Australian Government.

(27) The agreement will establish the rights and responsibilities of both parties. Depending on the nature of the arrangement, this may include but not be limited to:

a. rights to intellectual property;
b. relevant University Rules, Delegations, policies, and procedures which apply to the arrangement;
c. provision of administrative support;
d. provision of specialist equipment;
e. provision of University academic staff and support at the third party's location;
f. provision of University support to the third party's staff;

g. participant/student and staff induction;
h. marketing, promotion and other representations about the University or its offerings;
i. participant/student admission requirements and processes including language requirements, credit transfer, and recognition of informal, non-formal and formal prior learning;
j. enrolment and student management processes;
k. remittance and payment of fees;
l. provision of a learning management system;
m. academic integrity;
n. student complaints and discipline processes;
o. assessment marking and grade moderation;
p. monitoring of student progress;
q. provision of course materials;
r. provision of support services;
s. compliance with legislation and regulatory obligations of the parties in their home jurisdiction;
t. quality assurance processes (including audit and review requirements);
u. best endeavours to maintain registration and course accreditation;
v. dispute resolution mechanisms;
w. maintenance of records;
x. reporting requirements;
y. arrangements for review or amendment of agreement; and
z. termination provisions.

(28) The contract for the third-party arrangement will include the duration of the agreement and must include mechanisms for the contract to expire. The contract will describe a process for extending the contract that is appropriate to the performance of the contract, its financial value and any associated risk. In the case of arrangements involving award courses, the duration will not extend beyond the current accreditation period of the course.

(29) All approved contract arrangements will be entered into an approved University document management system.

## Part D - Quality Assurance and Reporting

(30) The Macquarie University staff member responsible for managing the third-party arrangement (appointed under clause 9) or nominee will prepare an annual report on the third-party arrangement, outlining key activities and outcomes, and identifying issues that have or may emerge in relation to compliance with internal or external standards and actions to address those issues.

(31) The performance of third-party arrangements will also be monitored through the University's other institutional quality assurance processes (as relevant), including:

a. the Course of Study Monitoring and Review Policy, Course of Study Reaccreditation Policy, Unit of Study Monitoring and Grade Ratification Policy, Unit of Study Review Policy, and Microcredentials Policy; and
b. reports on the experience, engagement and performance of student cohorts to Academic Senate.

(32) In the case of third-party arrangements affecting award, preparatory or English language courses:

a. annual reports on individual third-party arrangements will be considered by:
    i. the relevant Faculty Board (or equivalent) – where only one Faculty or the Macquarie University College

is affected; or

ii. the Deputy Vice-Chancellor (Academic) – where more than one Faculty or area is affected;

b. an annual summary report will be prepared by each Faculty Board (or equivalent) and the Deputy Vice-Chancellor (Academic) for consideration by the Academic Senate, including an outline of risks associated with compliance with internal and/or external standards identified through the annual reports or other institutional quality assurance processes; and

c. significant risks will be reported to the University Council through the report of the Chair, Academic Senate.

(33) In the case of third-party arrangements affecting microcredentials or the licensing of course materials:

a. annual reports on individual third-party arrangements will be considered by the Faculty Executive Dean or, for arrangements involving the Macquarie University College, by the Pro Vice-Chancellor (Education); and

b. an annual summary report will be prepared by the Faculty Executive Dean and the Pro Vice-Chancellor (Education) for consideration by:

   i. the Faculty Board or equivalent – in the case of microcredentials, which will subsequently be reported to the Academic Senate through Faculty Board reports; and

   ii. the Deputy Vice-Chancellor (Academic) – in the case of the licensing of course materials.

(34) In the case of third-party arrangements affecting non-award programs that lead to the issue by Macquarie University of certification documentation, annual reports on individual third-party arrangements will be considered by the Faculty Executive Dean or, where the program involves more than one Faculty, by the Deputy Vice-Chancellor (Academic).

(35) The Deputy Vice-Chancellor (Academic) will ensure that the Tertiary Education Quality and Standards Agency (TEQSA) is notified of new, amended, or terminated arrangements where required under the Tertiary Education Quality and Standards Agency Act 2011 or the Education Services for Overseas Students Act 2000.

## Part E - Renewal or Termination of Arrangements

(36) Macquarie University may amend, renew or extend their arrangement with the University in accordance with the terms of the relevant agreement. Before a third-party arrangement is amended, renewed or extended:

a. a review must be conducted to ensure that:

   i. the third party has met and is able to continue to meet its obligations under the agreement;

   ii. relevant internal and external standards have been and will continue to be met;

   iii. the arrangement will continue to have ongoing benefits to the University; and

   iv. the arrangement remains compatible with other existing arrangements with the third party across the University (including activities not covered by this Policy).

b. a new due diligence process must be undertaken (refer to clauses 16 and 17); and

c. the continuation of the arrangement must be approved by the specified approving authority.

(37) Macquarie University may terminate or not renew an arrangement with a third party in accordance with the terms of the relevant agreement. Before a third-party arrangement is terminated or will expire and will not be renewed:

a. a transition plan will be developed to ensure that students enrolled in an affected course/program are not, as far as reasonably practicable, disadvantaged and/or suitable alternative arrangements for such students are identified;

b. the termination or non-renewal of an arrangement will not adversely affect other existing arrangements with the third party across the University (including activities not covered by this Policy); and

c. students and staff will be notified about the transition plan and/or alternative arrangements.

# Section 4 - Guidelines

(38) Nil.

# Section 5 - Definitions

(39) The following definitions apply for the purpose of this Policy:

a. AQF means the Australian Qualifications Framework.
b. Award course means a sequence of study which leads to a higher education award.
c. Certification documentation refers to a testamur, graduation statement, record of results, digital badge or other written statement of learning or attainment issued by Macquarie University where the requirements of a course or program offered by Macquarie University have been completed.
d. Dual award means one or more courses of study developed and delivered collaboratively by two or more institutions (usually with some common components) leading to separate awards which may involve one AQF level or two sequential AQF levels, which are typically conferred separately be each institution involved.
e. Due diligence means the assessment of suitability and risks of a proposed third-party arrangement before an agreement is entered into.
f. English language course means a course of study delivered by Macquarie University College that is recognised by Macquarie University as an accepted test of English language proficiency.
g. Preparatory course means a course of study delivered by Macquarie University College that qualifies a student to undertake a Macquarie University award course.
h. Joint award means a single course of study developed and delivered jointly by two or more institutions leading to a single award recognised within the AQF, which is typically conferred jointly by the institutions involved.
i. Joint monitoring body means a body comprising one or more representatives of the University and the third party with oversight of agreed responsibilities and outcomes as established in the agreement for the arrangement.
j. Microcredential is a certification of a discrete learning achievement in accordance with the Microcredentials Policy.
k. Non-award program is a sequence of learning that does not culminate in a qualification under the Australian Qualifications Framework or completion of a Foundation or Intensive program.
l. Quality assurance means the management and organisational processes in place for checking that the standards and quality of higher education provision by the University meet higher education sector requirements and norms.
m. Staff means all persons employed by the University, including continuing, fixed-term, and casual staff members.
n. Third party refers to a person or entity other than Macquarie University.
o. Third-party arrangement means an arrangement made with one or more other parties (in Australia or overseas) for the provision of education services, as described in the Scope.
p. Transnational education is where students enrolled in an award course are located in a country other than Australia.

## Status and Details

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