

# Research Third-Party Arrangements Policy

## Section 1 - Purpose

(1) This Policy sets out the University's requirements for delivery of research and research training activities 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 research and research training activities undertaken by Macquarie University or by Macquarie University jointly with a Third Party:

- a. higher degree research training (including cotutelle and joint PhD programs);
- b. research projects;
- c. research partnerships; and
- d. other research activities that may be undertaken by Macquarie University from time-to-time, including but not limited to conducting workshops, convening conferences, and undertaking research fieldwork.

(4) This Policy applies to the licensing and sharing of Macquarie University materials that may form the basis of a research collaboration.

(5) This Policy does not apply to:

- a. course / program delivery (refer to the [Third-Party Arrangements Policy](#));
- b. student exchange and study abroad (refer to [International Agreements Policy](#));
- c. course articulation and credit transfer arrangements (refer to [Development of Articulation and Related Credit Arrangements Procedure](#)); and
- d. work integrated learning activities with a Third Party, including Professional and Community Engagement (PACE) units and internships (refer to [Work Integrated Learning Policy](#)).

## Section 2 - Policy

### Part A - Overarching Principles

(6) 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 upholding academic and research integrity and supporting academic freedom, are consistent with those of the University (as specified in relevant policies, including the [Academic Integrity Policy](#), [Macquarie University Code for the Responsible Conduct of Research](#) and the [Freedom](#)

[of Speech and Academic Freedom Policy](#));

- c. the quality of service provided by the Third Party is consistent with that provided by the University and supports higher degree research candidate completion and the achievement of the objectives of any given research and research training activity;
- 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, guideline and policy requirements applicable to the University and any 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.

(7) 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 (see the [Research Risk Review Procedure](#)).

(8) Macquarie University Staff member/s will be appointed to manage a Third-Party Arrangement by:

- a. the Deputy Vice-Chancellor (Research) – 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, Research, Innovation and Enterprise – for an arrangement affecting Access Macquarie Limited.

(9) The relevant authority (as set out in clause 8) 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 that meets the threshold for Research Risk Review as per the [Research Risk Review Procedure](#)), a monitoring processes will be agreed by the relevant parties.

(10) The renewal of a Third-Party Arrangement will only occur after completion of a review of the arrangement in accordance with Section 3 – Procedures.

(11) 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.

(12) 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

#### Due Diligence

(13) The proposer must undertake an appropriate Due Diligence process, 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.

(14) The proposer must ensure their Due Diligence process takes account of the risks of foreign interference in line with the [Due Diligence Framework on Counter Foreign Interference](#).

## Formal proposal

(15) 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; and
- e. consultation with and support provided by other areas of the University affected by or supporting the arrangement.

## Approval

(16) Proposals for Third-Party Arrangements for the delivery of research and research training activities with the exception of research projects (refer clause 17) and licensing (refer clause 18) will be:

- a. endorsed by the relevant Executive Dean or, by the Pro Vice-Chancellor, Research, Innovation and Enterprise, the Pro Vice-Chancellor, Research Services or the Pro Vice-Chancellor, Graduate Research if satisfied that internal and external requirements relating to quality and standards are met; and
- b. approved by the Deputy Vice-Chancellor (Research) or nominee except in the case of Cotutelle and joint PhDs which are approved by Academic Senate in accordance with the [Delegations of Authority Register](#).

(17) Proposals for Third-Party Arrangements for the delivery of a research project will be:

- a. endorsed by the relevant Executive Dean or, by the Pro Vice-Chancellor, Research, Innovation and Enterprise, the Pro Vice-Chancellor, Research Services or the Pro Vice-Chancellor, Graduate Research; and
- b. approved by Deputy Vice-Chancellor (Research) or nominee.

(18) Proposals for Third-Party Arrangements for the licensing of research materials will be:

- a. endorsed by the relevant Executive Dean or, by the Pro Vice-Chancellor, Research, Innovation and Enterprise, the Pro Vice-Chancellor, Research Services or the Pro Vice-Chancellor, Graduate Research; and
- b. approved by Deputy Vice-Chancellor (Research) or nominee.

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

## Part C - Agreement

(20) All proposals for delivery of research and research training activities involving Third-Party Arrangements covered by this Policy must be formalised in a binding legal agreement executed by the relevant Delegate specified in the [Delegations of Authority Register](#) following approval as specified in Part B.

(21) Research Services must review all agreements with foreign third parties (or domestic third parties controlled by foreign interests) to ensure compliance with applicable Commonwealth Government legislation and higher education sector guidelines. Research Services will be responsible for undertaking any required notifications to the Australian Government.

(22) The agreement should clearly set out the rights and responsibilities of both parties. Depending on the nature of the arrangement, this may include, but is not 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 and research integrity;
- n. student complaints and discipline processes;
- o. assessment marking and grade moderation;
- p. monitoring of student progress;
- q. provision of research data or 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. requirements to maintain registration and relevant accreditations;
- v. dispute resolution mechanisms;
- w. maintenance of records;
- x. reporting requirements;

- y. arrangements for review or amendment of agreement; and
- z. term and termination.

(23) Without limiting clause 22, the contract for the Third-Party Arrangement should include provisions setting out the intended duration of the agreement and must include a mechanism for the contract to expire. The contract may include a mechanism to extend the term of the contract.

(24) All approved contract arrangements will be entered into the University's Research Contract Management System.

## **Part D - Quality Assurance and Reporting**

(25) The Research Risk Review Committee is responsible for managing the risk of third-party research arrangements and may 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.

(26) The performance of other Third-Party Arrangements covered by this Policy may be monitored through the University's other institutional Quality Assurance processes.

(27) The Deputy Vice-Chancellor (Research) 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**

(28) Macquarie University may invite a Third Party to renew or extend their arrangement with the University in accordance with the terms of the relevant agreement. Before a Third-Party Arrangement is 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; and
  - iii. the arrangement will continue to have ongoing benefits to the University;
- b. a new Due Diligence process must be undertaken (refer to clause 14); and
- c. the continuation of the arrangement must be approved by the specified approving authority.

(29) 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 graduate research 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; and
- b. Staff and students will be notified about the transition plan and / or alternative arrangements.

## **Section 4 - Guidelines**

(30) Nil.

## Section 5 - Definitions

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

- a. Due Diligence means the assessment of suitability and risks of a proposed Third-Party Arrangement before an agreement is entered into;
- b. 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;
- c. Staff means all persons employed by the University, including continuing, fixed-term, and casual staff members;
- d. Third Party refers to a person or entity other than Macquarie University;
- e. 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; and
- f. Foreign Entity refers to the legislative definition of a foreign entity as per the [Australia's Foreign Relations \(State and Territory Arrangements\) Act 2020](#).

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	19th July 2023
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