

# Academic Quality Assurance Policy - Annexure - Third Party Education Provider Agreement Procedures

## Section 1 - Overview and Scope

(1) These procedures support the [Academic Quality Assurance Policy](#), and the [Commercial Activities Rule](#) as they relate to principles and processes which are to underpin delivery, administration or support of the University educational programs via third party providers.

(2) A third party education arrangement is:

- a. An arrangement made by UNE with another party (in Australia or overseas) to deliver some or all of a UNE course that leads to the award of a UNE higher education qualification; or
- b. A double degree arrangement where students complete the first component of their qualification at an overseas institution and, if successful, completes their studies at UNE, and is granted a qualification from both institutions.

(3) Individual Advanced Standing (Articulation) arrangements are not formal third-party arrangements, and follow the [Admission, Credit and Enrolment Policy](#). For clarity, for individual Advanced Standing Arrangements where an agreement is put in place for a specific student cohort, the approval workflow for the proposed arrangement prior to the signing of the agreement is:

- a. Endorsement by Curriculum Committee
- b. Approval by Academic Board.

(4) Other arrangements, such as for learning or study spaces, academic support services, professional development for UNE staff, and delivery of UNE content into other institution's offerings are governed under the [Commercial Activities Rule](#).

(5) These procedures apply to all UNE Courses and research training delivered, administered or supported by third party providers, wholly or in part, whether in Australia or overseas, and all University Representative and students involved in those arrangements.

(6) This procedures do not apply to student placements, internships, non AQF short form learning, and work integrated learning activities arranged and administered by the University, that do not involve a third party (other than a student) organising these. Refer to relevant procedure for information about these activities ([Work Integrated Learning Rule](#), [Intensive School Procedures](#)).

(7) Within these procedures:

- a. Part A describes the principle that guides the application of these procedures;
- b. Part B defines the endorsement and approval process;
- c. Part C defines the content of the endorsement and approval process requirements;

- d. Part D defines the management of the operation and outcomes of the agreement;
- e. Part E defines the performance reporting process requirements;
- f. Part F defines the issue management process requirements;
- g. Part G defines the renewal and amendments of contracts.

## Part A - Principles

(8) Delivery, administration and support via third party providers is underpinned by the following principles:

- a. UNE enters into a third party arrangement where the partner and arrangement outcomes align with UNE's vision, values and strategic priorities, the arrangement aligns with the UNE brand; and the arrangement aligns with or complements UNE's strategic course profile;
- b. Students enrolled in University courses and units are UNE students and receive a comparable quality of education whether their learning experience is with the University directly, or under an educational arrangement with one of the University's third party providers;
- c. UNE bears ultimate responsibility for the quality of its courses and units, the student experience, and compliance with all relevant Australian legislative, regulatory, and government standards;
- d. For arrangements entered into from the effective date of these procedures, UNE bears responsibility for the collection of funds from students and the distribution of these funds to relevant parties;
- e. UNE courses delivered through third party providers apply academic standards and lead to learning outcomes which are equivalent to those of courses and programs delivered directly by the University;
- f. All third party agreement proposals must progress via Academic Governance Approval, and receive final approval by the Vice-Chancellor and Chief Executive Officer. The agreement is executed between UNE and the third party provider prior to the third party delivering or administering any educational program;
- g. Once an agreement come into effect, each agreement is managed by an Agreement owner who is responsible for monitoring and reporting on agreement outcomes in compliance with the [Commercial Activities Rule](#) and the [Academic Quality Assurance Policy](#);
- h. All decisions and actions relating to a third party agreement are compliant with the [Conflicts of Interests Policy](#);
- i. All documentation relating to an executed agreement will is kept according to the [Records Management Rule](#). All documents for each agreement are retained within one container in the Records Management System (RMS), specifically set up for the agreement and the contract is housed in the Contract Management System; and
- j. In assessing dual degree arrangements as a part of third-party arrangements that result in Advanced Standing, UNE assures that advanced standing granted is consistent with the requirements of the Australian Qualifications Framework (AQF) and internal policy.

## Part B - Endorsement and Approval Process

(9) An executed proposal required the following three steps be completed:

- a. Due Diligence and Business Case Endorsement
- b. Academic Governance
- c. Agreement Drafting and Execution.

### Due Diligence and Business Case Endorsement

(10) A proposal for the establishment of a third party arrangement is made by a Head of School to a Executive Dean, and once endorsed by the Executive Dean, the below endorsement and approval workflows should be followed.

(11) Proposals are endorsed by following the [New Courses Workflow](#) "Part A - Initial Proposal" under the [Course and](#)

[Unit Design and Approval Guidelines](#), and are additionally subject to endorsement from the following authorities defined in Table 1:

**Table 1: Due Diligence and Business Case Endorsement**

Position	Endorsement Responsibility
Education Quality	Review and guidance on proposal from an Education Quality perspective
Finance	Financial viability
Brand Partnership and Business Development	Admission, brand and marketing alignment
Executive Leadership Team	Review for endorsement

## Academic Governance

(12) Academic Governance is progressed in accordance with the [New Courses Workflow](#) Part B – full proposal under the [Course and Unit Design and Approval Policy](#) which requires Curriculum Committee and Academic Board endorsement, and also includes approval by the Vice-Chancellor and Chief Executive Officer.

## Agreement Drafting and Execution Stage

(13) UNE only enters into negotiations for an agreement with a third party provider once the Vice-Chancellor and Chief Executive Officer has approved the proposal from the due diligence and business case. The draft agreement using the UNE Undergraduate Teaching Template (where appropriate) must be reviewed by Education Quality and Legal Services to ensure appropriate input from a quality assurance and legal perspective.

(14) Agreements are not executed until Academic Governance has been completed and the contract content is reviewed and endorsed by Education Quality Directorate and Academic Board Standing Committee (for the quality assurance aspects) and Legal Services.

**Table 3: Agreement Drafting and execution Responsibilities**

Position	Endorsement Responsibility
Education Quality	Review all documentation for quality assurance
Academic Board Standing Committee	Note Education Quality quality assurance review
Legal Services	Reviews the agreement and provides advice from a legal perspective Execute contract
Vice-Chancellor and Chief Executive Officer	Executed contract signatory

## Part C - Due Diligence and Business Case

(15) In developing a Business Case, a Head of School seeks input from their Faculty Associate Dean, Teaching and Learning (ADT&L), Curriculum and Academic Management, Education Quality, Finance, Brand Partnership and Business Development, Student Experience, and other schools and Divisions as appropriate.

(16) The Business Case must document and include all information included within the New Course Form – Initial Proposal Form in the Curriculum Management System plus the additional information below:

- a. Commercial and financial viability focus
  - i. Overview of the Third Party partner
  - ii. Details of the historical performance of the Third Party partner from a business and educational

perspective including teaching experience at the relevant AQF level

iii. Details of what the Third Party partner will provide or deliver within this arrangement.

b. Academic Quality Assurance focus

i. Details of how the arrangement will be managed, monitored for quality assurance and reported on.

ii. Nomination of the position who will be the Agreement Owner; with the default being Head of School.

iii. Third Party staffing resources, capability and teaching qualifications.

iv. Description and assessment of all sites and facilities to be used to deliver the program.

c. Completed risk assessment that includes any potential risk to the performance of the agreement.

d. For international arrangements, the completed [Foreign Interference Checklist](#).

(17) The Proposal Checklist provides more detailed guidance on information that needs to be included in the proposal.

(18) The Risk Assessment Template and proposal checklist template are required to be retained as part of the third party arrangement documentation.

(19) The Academic Governance process, which requires Curriculum Committee and Academic Board endorsement, and also includes approval by the Vice-Chancellor and Chief Executive Officer, includes the information contained within the New Course Form in the Curriculum Management System plus the additional information below:

a. Commercial and financial viability focus

i. Overview of the Third Party partner.

ii. Details of the historical performance of the Third Party partner from a business and educational perspective including teaching experience at the relevant AQF level.

iii. Details of what the Third Party partner will provide or deliver within this arrangement.

b. Academic Quality Assurance focus

i. Details of how the arrangement will be managed, monitored for quality assurance and reported on.

ii. Nomination of the position who will be the Agreement Owner; with the default being Head of School.

iii. Third Party staffing resources, capability and teaching qualifications.

iv. Description and assessment of all sites and facilities to be used to deliver the program.

## **Agreement - Execute Contract**

(20) Once the business proposal has been approved by the Vice-Chancellor and Chief Executive Officer a formal agreement can commence drafting. Agreements may be drafted, but are not executed until the Academic Governance Approval stage has been completed.

(21) An Agreement is drafted using the template agreement maintained by Legal Services, and updated as required. An Agreement shall include (but not be limited to) the following information. This information is contained in the contract or a supplementary procedures manual that forms part of the agreement:

a. A commencement and end date;

b. The services to be provided to students under the Agreement;

c. The responsibilities of both parties under the Agreement including student support pathway(s);

d. Governance and management arrangements that include provision for a Joint Management Committee that will meet a minimum of three times per year and will provide reporting on performance;

e. The review and audit cycle and quality assurance arrangements and frequency, including details of review content and agreement to close actions resulting from the review as required;

f. A clear communication model for communicating to students and communicating between the primary and

- third party provider;
- g. Financial arrangements, including student fees and taxation;
  - h. Provisions that require the jurisdiction for dispute resolution and governing law to be that of New South Wales, Australia;
  - i. A termination for convenience clause which provides that UNE can terminate the agreement upon written notice, and a further clause addressing the consequences of termination, including the teaching out of students enrolled in courses covered by the agreement;
  - j. Provisions for ownership and use of intellectual property, confidentiality, storage of student information, privacy, indemnity, force majeure, insurance and warranties;
  - k. Individual course schedules for every course delivered under the Agreement;
  - l. Responsibilities, if any, of the parties in securing initial approval or accreditation to operate in the third party jurisdiction, and in meeting any ongoing accreditation or reporting requirements in that jurisdiction;
  - m. The Reference to the responsibilities of the parties under relevant legislation;
  - n. In instances where the Agreement is produced and signed in more than one language, a provision that the English language version of the Agreement takes precedence in any conflicts between the translations;
  - o. Academic integrity, student complaint, and appeal resolution mechanisms, and the requirement of staff at the third party to understand these requirements;
  - p. The requirements for qualifications and scholarship of staff teaching into the third party arrangement; and
  - q. Where an agreement includes provisions for granting of credit, a requirement to ensure UNE is advised of any changes to unit learning.

(22) If the agreement involves the use of facilities offered by the third party, the process for drafting of an agreement will include a site visit audit by authorised UNE staff, to assure compliance with the requirements specified in the [Higher Education Standards Framework \(Threshold Standards\) 2015](#), and if applicable, the requirements in [Education Services for Overseas Students Act 2000](#).

(23) Agreements are prepared in accordance with [UNE Delegations Register](#).

(24) Agreements are executed in accordance with requirements for off-shore accreditation as necessary.

(25) The execution of an agreement under this procedure is reported to the UNE Academic Board and will form part of its report to the UNE Council.

(26) Education Quality ensures that a notification of material change is made to TEQSA within 14 days of agreement execution.

(27) UNE International, in partnership with Education Quality, ensures that registration is made on CRICOS if the course is made available to onshore international students.

(28) Office of Strategy Management (OSM) ensures that any updates are made to CSP information with the Commonwealth, if required.

(29) The School ensures that appropriate professional accreditation is sought and obtained prior to the course being first offered.

## **Part D - Management of the agreement**

(30) The Head of School is the Agreement Owner unless another member of the Faculty is nominated for this role. The Agreement Owner will manage the operational requirements and outcomes of the agreement. Other resources within the Faculty may be required to support the agreement owner.

## Academic Quality Assurance

(31) If the contract does not contain all required information to ensure Academic Quality Assurance requirements on academic quality management matters, an additional document may be referenced from the contract, comprising a Joint Procedures Manual.

(32) UNE is accountable for the quality of education and any services delivered by the third party provider and be able to confirm and demonstrate that the agreement meets, and continues to meet, the requirements of the [HES Framework](#).

**Table 4: Quality Assurance Reviews**

Frequency	Review
Each teaching period	Moderation of grading/marking against a sample UNE cohort, by UNE staff, and tabled to the relevant Board of Examiners.
Annually	Student Satisfaction benchmarked against a sample UNE cohort, which is of the same AQF Level and in a similar discipline. If a similar discipline is not available, it is benchmarked against the school cohort.
Annually	Review of staffing qualifications and/or scholarship including ensuring that all staff resources are available to fulfill their role, or are appropriately replaced, throughout the agreement period.
Annually	The functioning of the contract, through performance against the deliverables of the agreement throughout the period of the agreement.
Annually	The outcomes of moderations of assessment.

(33) Where actions are required to remediate any risk to meeting the agreement deliverables or compliance to regulatory obligations, an action remediation plan is developed as part of the review, and provided to the Joint Management Committee, and as part of either the commercial activity or academic activity performance reporting.

## Part E - Performance reporting requirements

**Table 4: Quality Assurance Reviews**

Frequency	Review	Report Provided to
Each teaching period	Moderation of marking and/or grades against a sample UNE cohort, by UNE staff, and tabled to the relevant Board of Examiners	Board of Examiners
Annually	Student Satisfaction benchmarked against a sample UNE cohort, which is of the same AQF Level and in a similar discipline. If a similar discipline is not available, it is benchmarked against the school cohort	Faculty Education Committee Academic Portfolio Executive Committee Teaching and Learning Committee
Annually	Review of staffing qualifications and/or scholarship including ensuring that all staff resources are available to fulfil their role, or are appropriately replaced, throughout the agreement period	Faculty Education Committee Academic Portfolio Executive Committee Teaching and Learning Committee

Frequency	Review	Report Provided to
Annually	<p>The functioning of the contract, through performance against the deliverables of the agreed responsibilities included in the contract throughout the period of the agreement, which might include but is not limited to:</p> <ul style="list-style-type: none"> <li>- Load and enrolment data</li> <li>- Admissions and adherence to admission criteria</li> <li>- Advanced Standing applied</li> <li>- Evidence of adherence to agent management requirements under the National Code, if relevant</li> <li>- Adherence to brand and marketing policies</li> <li>- Student grievances and Appeals</li> <li>- Show cause and outcomes</li> <li>- Academic integrity data</li> <li>- Student Support use and provision</li> <li>- Orientation attendance and content audit</li> </ul>	<p>Faculty Education Committee Academic Portfolio Executive Committee Teaching and Learning Committee</p>
Annually	The outcomes of moderations of marking and/or grades	<p>Faculty Education Committee Academic Portfolio Executive Committee Teaching and Learning Committee</p>
Annually	Action plan to remediate identified risks to agreement deliverables or issues with compliance	<p>Faculty Education Committee Academic Portfolio Executive Committee Teaching and Learning Committee</p>

(34) An annual report will be provided to Academic Portfolio Executive Committee (APEC) and Teaching and Learning Committee. This report will include:

- a. A Commercial Activity section, comprising a review of commercial activity and financial viability in compliance with the [Commercial Activities Rule](#); and
- b. An Academic Activity section, comprising the activities undertaken under the “Management of the Agreement throughout the Contract Period” section plus:
  - i. Meetings of the Joint Management Committee
  - ii. Outcomes of any remediation actions
  - iii. Assurance that relevant staff in the school are aware of the requirements to operate under the agreement

(35) The Commercial Activities section is endorsed by APEC and approved by Executive Leadership Team.

(36) The Academic Activities section is endorsed by APEC and approved by Teaching and Learning Committee.

(37) For clarity, the requirement for annual performance reporting requirements applies from the introduction of this Policy.

## Part F - Issue Management

(38) Outside of the annual performance reporting requirements, if a member of UNE staff identifies issues with any aspect of the third party arrangement that will potentially result in non-compliance to TEQSA and/or HESF standards, these issues are immediately flagged to the Agreement Owner and Education Quality for assistance and resolution.

## Part G - Renewal and amendment of contracts

(39) Contracts are renewed only where Performance Reporting has been appropriately completed and any issues identified have been appropriately addressed.

(40) A request to renew a contract is normally put up at the same time as a performance report. A request to renew a contract is endorsed by Academic Portfolio Executive Committee and Teaching and Learning Committee, prior to being approved by the Vice-Chancellor and Chief Executive Officer.

(41) The requirements of regular Performance Reporting may highlight the need for amendments to an agreement with third party providers. Any amendments are discussed with Legal Services, with information provided to Academic Portfolio Executive Committee, and Teaching and Learning Committee, for noting or endorsement depending on the nature of and extent of the amendment.

## Section 2 - Authority and Compliance

### Authority

(42) The Procedure Administrator, Deputy Vice-Chancellor, pursuant to the [University of New England Act 1993 \(NSW\)](#), makes these procedures.

(43) These procedures are consistent with [Academic Quality Assurance Policy](#) and [Commercial Activities Rule](#).

(44) These procedures operate as and from the Effective Date. Any previous procedures on third party teaching delivery and support are replaced and have no further operation from the Effective Date.

(45) Notwithstanding the other provisions of this Policy, the Vice-Chancellor and Chief Executive Officer may approve an exception to these procedures where the Vice-Chancellor and Chief Executive Officer determines the application of this procedures would otherwise lead to an unfair, unreasonable or absurd outcome. Approvals by the Vice-Chancellor and Chief Executive Officer under this clause must be documented in writing and must state the reason for the exception.

### Compliance

(46) UNE Representatives must observe these procedures in relation to third party education agreements.

**Table 5: Summary of Roles and Responsibilities**

Role	Responsibilities include:
Head of School	Agreement Owner Proposes third party arrangement and prepares proposal documents Ensures documentation is updated with feedback as appropriate Completes draft contract and negotiates the terms of the agreement with the third party provider, with support from Legal Services as required Provides the final agreement to Legal Services to arrange execution Reviews arrangement performance once in operation and manages completion of actions resulting from reviews Provides moderation of marking and/or grades report to Board of Examiners each teaching period Provides annual commercial and academic performance reporting to Faculty Education Committee Assists in resolving issues raised directly to them by UNE staff Ensures that documentation is maintained in the Records Management System (RMS)
Executive Dean of Faculty	Endorses proposal for progression through the endorsement and approval workflows
Board of Examiners	Reviews moderation of marking and/or grades report following each teaching period

<b>Role</b>	<b>Responsibilities include:</b>
Faculty Education Committee	Review annual commercial and academic quality performance reports Provides annual reporting to APEC and Teaching and Learning Committee for endorsement
Academic Portfolio Executive Committee (APEC)	Endorses for Executive (ExT) and Vice-Chancellor and Chief Executive Officer draft approval as part of the New Courses workflow parts A and B Oversees management of arrangement once in operation Reviews the annual commercial and academic quality reports and, when endorsed, presents to Executive Leadership Team (Commercial activities section) and Teaching and Learning Committee(academic activities section) for approval
Curriculum Committee	Reviews proposal for endorsement as part of the New Courses workflow part B
Teaching and Learning Committee	Monitors the academic activities performance of the agreement Receives endorsed annual academic activities reporting from APEC and reviews for approval of the report
Executive (ExT) Leadership Team	Approves draft and final proposal Receives endorsed annual commercial activities reporting from APEC and reviews for approval of the report
Vice-Chancellor and Chief Executive Officer	Approves draft and final proposal Notifies Legal Services to o arrange execution of the agreement Notifies Education Quality of approved arrangement Executed Contract signatory
UNE Academic Board	Reviews and endorses to Vice-Chancellor and Chief Executive Officer for final approval Notifies UNE Council once arrangement is approved by Vice-Chancellor and Chief Executive Officer
Legal Services	Reviews and advises on the draft contract once approved for execution Endorses content of the contract prior to contract execution Executes contract and includes in Contract Management System Ensures all supporting documents are executed and stored in the Records Management System (RMS)
Education Quality	Reviews and provides guidance of the proposal to ensure compliance to TEQSA and HESF requirements Review and endorses contract content prior to contract execution Notifies TEQSA of material change once approved for contract Assists in resolving issues raised directly to Education Quality by UNE staff Maintain a list of executed third party arrangements for annual reporting and monitoring
Finance team	Reviews proposal from financial viability perspective
Brand Partnership and Business Development	Reviews proposal for admission, brand and marketing alignment
Joint Management Committee	Comprises of representatives from UNE and the Third party provider Reviews and discusses performance against agreed responsibilities and outcomes Identifies risks and manages remediation actions Reports on agreement performance as per Part E of this Policy

## Section 3 - Quality Assurance

(47) Education Quality is responsible for monitoring the implementation and effectiveness of this procedure.

## Section 4 - Definitions (specific to these Procedures)

(48) Agreement Owner: An Agreement Owner is the position that is accountable for proposing and/or managing a third party agreement. A third party agreement must always have a recognised Agreement Owner.

(49) Risk Assessment: Identifying and assessing potential (future) events that may negatively impact people or the ability to achieve outcomes of an agreement or project.

(50) Study spaces and Learning spaces: A study or learning space is a facility, physical or online, utilised by UNE Representatives and Students for study or learning activities.

(51) Academic support services: Administrative and personal support services that provide help for study, career development and life outside of the classroom.

(52) Internships: An internship is a period of work experience offered by an organization for a limited period of time.

(53) Joint Management Committee: Is a committee that comprises of representatives from UNE and the Third party provider.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	3rd November 2021
<b>Review Date</b>	3rd November 2023
<b>Approval Authority</b>	Vice-Chancellor and Chief Executive Officer
<b>Approval Date</b>	3rd November 2021
<b>Expiry Date</b>	To Be Advised
<b>Unit Head</b>	Simon Evans Deputy Vice-Chancellor dvc@une.edu.au
<b>Enquiries Contact</b>	Education Quality +61 2 6773 3234

## Glossary Terms and Definitions

**"UNE Representative"** - Means a University employee (casual, fixed term and permanent), contractor, agent, appointee, UNE Council member, adjunct, visiting academic and any other person engaged by the University to undertake some activity for or on behalf of the University. It includes corporations and other bodies falling into one or more of these categories.

**"Australian Qualifications Framework (AQF)"** - Is the national guidelines that establishes standards for Australian qualifications. Qualifications are given a level based on the depth of learning.

**"Student"** - Is an admitted student or an enrolled student, at the relevant time: 1. an admitted student is a student who has been admitted to a UNE course of study and who is entitled to enrol in a unit of study or who has completed all of the units in the UNE course of study; 2. an enrolled student is a student who is enrolled in a unit of study at UNE.

**"Placement"** - Is a clinical placement, practicum, internship and any other like form of professional, industrial or vocational experience included in a course or required for a program.

**"Work Integrated Learning"** - Is an activity that integrates academic learning with its application in the workplace.

**"Research"** - Is the creation of new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies, inventions and understandings. This could include synthesis and analysis of previous research to the extent that it is new and creative. (Defined by the Australian Research Council)

**"Records Management System (RMS)"** - The University of New England installation of HP TRIM, or equivalent replacement system, under the control of the Records Management Office.

**"Course"** - Course means a syllabus, a curriculum, a training package, units of study, or structured workplace learning, the successful completion of which leads to the conferral of an award on the student by the University (including but not limited to a regulated qualification under the Australian Qualifications Framework).

**"School"** - Is an organisational unit comprising academic staff in related fields of study who are responsible for teaching and research in those academic fields together with support staff. Each School also has lead management for the design and delivery of the courses within its responsibility.

**"Board of Examiners"** - Reviews and ratifies the final marks, grades and grade distributions for all units offered by the School in the teaching period.

**"Double Degree"** - A degree course which includes substantial components of two courses and which leads to two separate awards of the University.

**"Academic Governance"** - Means the framework of policies, structures, relationships, systems and processes that collectively provide leadership to and oversight of the University's academic activities (teaching, learning and scholarship, and research and research training) at an institutional level.

**"Effective Date"** - means the Rule/Policy takes effect on the day on which it is published, or such later day as may be specified in the policy document.

**"University Representative"** - University Representative means a University employee (casual, fixed term and permanent) contractor, agent, appointee, UNE Council member, adjunct, visiting academic and any other person engaged by the University to undertake some activity for or on behalf of the University. It includes corporations and other bodies falling into one or more of these categories.

**"Faculty"** - An organisational unit consisting of a group of related Schools, which is responsible for coordinating the management and quality of the teaching and research conducted by those Schools.

**"Teaching Period"** - The time period (including examination period) in which a unit is being offered.