

Third Party Arrangements Policy

Section 1 - Summary

(1) The purpose of this Policy is to set out broad principles that underpin the delivery of Victoria University Higher Education (HE) courses in partnership with other providers in Australia and offshore locations.

(2) The Policy complies with the requirements of the following Higher Education Standards Framework (Threshold Standards) 2015 Standards:

- a. 1.3.6 Students have equivalent opportunities for successful transition into and progression through their course of study, irrespective of their educational background, entry pathway, mode or place of study.
- b. 3.1.4 Each course of study is designed to enable achievement of expected learning outcomes regardless of a student's place of study or the mode of delivery.
- c. 5.2.4 Academic and research integrity and accountability for academic and research integrity are maintained in arrangements with any other party involved in the provision of higher education, including placements, collaborative research, research training and joint award of qualifications.
- d. 5.4.2 When a course of study, any parts of a course of study, or research training are delivered through arrangements with another party(ies), whether in Australia or overseas, the registered higher education provider remains accountable for the course of study and verifies continuing compliance of the course of study with the standards in the Higher Education Standards Framework (Threshold Standards) 2015 that relate to the specific arrangement.
- e. 7.1.4 Agents and other parties that are involved in representing the higher education provider are bound by formal contracts with the provider, their performance is monitored and prompt corrective action is taken in the event or likelihood of misrepresentation or unethical conduct.

Section 2 - Accountability

Accountable Officer/Responsible Officer	Role
Accountable Officer	Senior Deputy Vice-Chancellor
Responsible Officer	Director, Academic Quality and Standards

Key Decision-Making powers under the Policy

(Delegated) Power	Role
Endorse Third-Party Agreements after checking academic components	Academic Board via Courses Committee

Approve Third-Party Agreements on behalf of VU	Senior Deputy Vice-Chancellor in consultation with relevant members of Senior Executive Group. In particular, for agreements involving international partners or international students, the Senior Vice-President, Future Students and Planning must be consulted.
Approve modifications to the applicability of VU policies/alternative academic progress, student misconduct or student complaints models	Senior Deputy Vice-Chancellor

Section 3 - Scope

(3) This Policy applies to:

- a. formal delivery arrangements with domestic and international partners involving Higher Education (HE) award and non-award courses offered by Victoria University (VU);
- b. formal delivery arrangements with domestic and international partners involving research training courses;
- c. courses, staff and students of designated VU Campuses
- d. courses, staff and students of wholly owned subsidiaries of VU
- e. staff involved in course delivery in partnership with other providers
- f. partner institution staff involved in course delivery on behalf of VU
- g. students undertaking VU and externally-registered courses delivered in partnership with other providers (this does not include partnerships where the partner is delivering their own courses in conjunction with VU delivery)
- h. licensing and auspicing arrangements with respect to VU courses

(4) This Policy applies to all delivery methods, including online, face to face, burst and blended learning delivery.

(5) This Policy does not apply to:

- a. Vocational Education and Training courses, whether award or non-award (see TAFE Third Party Arrangements Procedure);
- b. Commercial activity that does not involve an award or non-award course;
- c. Research partnerships involving individual research projects, research funding or researcher collaborations;
- d. Articulation and credit recognition arrangements (see [Credit Policy](#));
- e. Dual and Joint Award arrangements (see [Credit - Dual and Joint Awards Procedure](#)); and
- f. Student and staff mobility arrangements (see New Procedure Pending).

Section 4 - Definitions

(6) Dual Award (HE only)s

(7) Joint Award (HE only)s

(8) Staff and Student Mobility Arrangements: These arrangements may include study abroad programs, staff exchange and research programs, and other arrangements where VU makes a specific agreement with a partner institution for a short-term stay by students or staff.

(9) Third-Party Arrangements: For the purposes of this Policy, a third-party arrangement is a formal agreement

between VU and one or more educational institutions for the purposes of the partner institution wholly or partly delivering VU units or courses on VU's behalf.

Section 5 - Policy Statement

Part A - Establishing Third-Party Arrangements

(10) The University will only enter into a collaborative arrangement with another institution or organisation whose quality of provision, vision, mission and values are compatible with its own.

(11) All courses will comply with all external and internal regulatory requirements of both Australia and the host country (if delivered outside of Australia).

Course Concept and Business Proposal

(12) All proposed third-party arrangements for the delivery of VU HE courses must have a Course Concept and Business Proposal developed and approved.

(13) The process and requirements for the Course Concept and Business Proposal are provided in the [Courses Lifecycle - Concept Proposal and Business Case \(HE\) Procedure](#).

Risk Assessment and Due Diligence

(14) The University must consider the status, reputation and financial viability of a potential partner, and the risks associated with the country/location of delivery, before entering into third-party or partnership delivery arrangements.

(15) An assessment must be made of the:

- a. Strategic purpose of the proposed collaboration;
- b. Partner reputation (including senior staff and shareholders);
- c. Possible impact on existing partnerships;
- d. Quality assurance provisions;
- e. Verified financial viability of the partner;
- f. Financial, commercial and brand impacts on VU;
- g. Risks;
- h. Countries / regions covered under the collaborative arrangement; and
- i. Exit strategies should the arrangement become untenable.

(16) Partner institutions must have:

- a. the demonstrated capability to deliver the program to the academic standards required by VU;
- b. the ability to sustain those programs financially;
- c. the legal standing to enter into an agreement with VU; and
- d. be recognised as an institution permitted to deliver a VU degree in the home country as suggested by the Australian Department of Education and Training.

Contract Development

(17) A formal agreement must be drawn up between the University and the partner. The agreement must include measures for management, monitoring and review of the partnership arrangement.

(18) Partner agreements will generally cover the following matters:

- a. The Award title/s that will be conferred upon completion;
- b. Quality assurance of both the course/s and the arrangement as a whole - including approval, amendments, monitoring and reviewing processes and how this will be undertaken;
- c. Course Co-ordination;
- d. Admission requirements as determined by the appropriately Delegated Officers (see [Admissions Policy](#) and [Courses Lifecycle Policy suite](#));
- e. Methods by which partners will ensure that the information (both online and in print format) provided to students (prospective and current) is consistent with the needs of the cohorts, is accurate, and is not misleading;
- f. Time, unit load and sequencing of the course of study;
- g. Fees;
- h. Enrolment status of students (whether they are considered enrolled at both institutions or only at VU);
- i. Access to resources for the delivery of the course and the provision of support services for students;
- j. In the case of partnerships with non-Australian providers, the language of instruction and assessment must be identified;
- k. Credit arrangements and sequencing of units;
- l. Complaints, appeals and review processes for students;
- m. Commercial conditions, including protection of student fees, and arrangements which enable the University to operate legally in the jurisdiction;
- n. Conditions for the extension or termination of the Agreement, and circumstances under which the full approval process must be re-engaged (ie where there is material change to the arrangement).

Policy applicability

(19) Wherever possible, VU policies, procedures and processes will apply to students and staff in third-party delivery arrangements.

(20) In a case where VU policies need to have their application modified to suit the needs of partnership arrangements or locations, all variations from standard VU policies must be brought to the attention of the relevant Policy Owner and the Policy Unit.

(21) Explicit exceptions to University policies must be approved by the Senior Deputy Vice-Chancellor.

(22) Exceptions are not permissible if they will compromise VU's standards, reputation or assets.

Part B - Student Selection and Support

Course information and promotion

(23) VU will at all times reserve the right to verify that information provided about its courses to prospective and current students is:

- a. accurate;
- b. complete; and
- c. not misleading, deceptive or unduly complex.

(24) Third-Party Agreements will specify that VU has the right and duty to check on information being provided by partners, and to require immediate amendment where it is not current or accurate.

Admissions and Enrolment

(25) The minimum academic level for admission to a VU course delivered by VU partners will be appropriate for the course level under the Australian Qualification Framework (AQF) and will be equivalent to the requirements for entry into the course if taught by VU.

(26) English requirements will be adequate to equip students to participate effectively in the course and achieve the expected learning outcomes in accordance with the [Admissions Policy](#).

(27) The student selection process will involve assessment of applicants against prescribed course entry requirements in accordance with the [Admissions Policy](#).

(28) Advanced Standing and Learning Pathways assessments will be undertaken in accordance with the [Credit - Advanced Standing Procedure \(HE\)](#) and [Credit - Pathways Procedure](#). The credit given toward a course should preserve the integrity of learning outcomes and course requirements without disadvantaging students.

Student Support

(29) All students in VU courses delivered by partner organisations are protected by, and expected to comply with, the University's policies, procedures and processes on personal behaviour (including where mentioned under 21 above). These include:

- a. [Discrimination and Harassment Prevention and Management Policy](#);
- b. [Sexual Harassment Response Policy](#);
- c. [Bullying Prevention and Management Policy](#);
- d. [Sexual Assault Response Policy](#);
- e. [Safety and Welfare of Children and Young People Policy](#);
- f. [Student Alcohol and Other Drugs Policy and Procedures](#);
- g. [Student Equity and Social Inclusion Policy](#);
- h. [Student Charter Policy](#).

(30) All students will be provided with a culturally appropriate orientation that familiarises them with relevant VU policies, grievance processes and student services.

(31) Students and staff will have sufficient access to facilities, equipment and teaching resources to enable them to meet the learning outcomes of the course in accordance with the [Learning and Teaching Policy](#).

(32) Arrangements for the delivery of a course must provide students with sufficient access to appropriate academic, learning and personal support services. Services will be provided in equitable and inclusive ways.

Student Complaints and Grievances

(33) Students in VU courses delivered by partners will have access to VU's Student Complaints Resolution and Student Appeals processes.

(34) In certain cases, the partner's complaints mechanism may apply as an alternative to, or adjunct to, to VU's complaints system:

- a. if it is functionally equivalent to the VU model and compliant with the requirements of the Higher Education Standards Framework (Threshold Standards) 2015; and,
- b. it is a more expedient and immediate way to provide students with access to appropriate resolution of their concerns.

(35) The complaints mechanism which will apply must be specified in the Agreement and approved by the Senior Deputy Vice-Chancellor.

Part C - Quality Assurance and Equivalence of Learning

Curriculum and Course Governance

(36) The approval process for new course delivery in all locations will comply with the VU [Courses Lifecycle Policy](#) and [Procedures](#).

(37) If a course is discontinued, there will be effective teach-out or transition plans for all enrolled students to ensure that these students are not disadvantaged. Course cessation and student transition will be conducted in accordance with the [Courses Lifecycle Policy](#) and the [Courses Lifecycle - Course Cessation and Student Transition \(HE\) Procedure](#).

Academic Integrity, Assessment, Academic Progress and Student Misconduct

(38) VU will maintain the same standards of academic integrity in all courses, including those delivered by partners. VU's [Academic Integrity and Preventing Plagiarism Policy](#) will apply in all cases and exemptions to this Policy are not permissible.

(39) VU and partner teaching staff will have in place strategies (including formative assessment) to:

- a. provide educational support in assisting students understand the requirements of academic integrity and how to comply; and
- b. identify students who are not making satisfactory progress and provide necessary support in accordance with the Assessment for Learning Policy and Procedures, [Academic Progress Regulations 2016](#) and [Academic Progress - Unsatisfactory Academic Progress Procedure \(HE\)](#).

(40) Assessment tasks will be, where possible, the same as assessment tasks used in local / VU delivery of the course. Where identical tasks are not possible or appropriate, equivalent tasks will be established.

(41) The integrity of the examination process will be ensured in all locations. The [Assessment for Learning - Examination Administration Procedure](#) - Examination Rules will apply in all instances, unless an equivalent and approved set of examination rules provided by the partner is found to be suitable and is approved by the DVC.

(42) Students will have access to the same or equivalent process to query or dispute an assessment result as students in VU-delivered courses. These processes are outlined in the [Assessment for Learning - Review of Individual Assessment Outcomes Procedure \(HE\)](#).

(43) Students in partner-delivered courses will be subject to the same academic progression rules, processes and interventions as students in VU-delivered courses. VU will ensure that an appropriate and equivalent mechanism for progress intervention is used for partner-taught students, which may involve:

- a. progress hearings convened by the partner organisation and reported to VU;
- b. remote access to VU-convened progress hearings via technology; or
- c. another mechanism as specified under the Agreement and approved by the Senior Deputy Vice-Chancellor.

(44) Both academic and general misconduct by students will be managed under VU's [Student Misconduct Regulations 2019](#) and associated [Student Misconduct Procedure](#), unless otherwise specified in the Agreement.

(45) In certain cases, the partner's misconduct mechanism may apply as an alternative to VU's system:

- a. if it is functionally equivalent to the VU model and compliant with the requirements of the Higher Education

Standards Framework (Threshold Standards) 2015; and

- b. it is a more expedient and immediate way to handle misconduct of students, especially when there is an immediate need for action.

(46) The misconduct mechanism which will apply must be specified in the Agreement and approved by the Senior Deputy Vice-Chancellor.

Part D - Staffing requirements

(47) All staff of a partner organisation who will be delivering VU courses must provide appropriate evidence of their qualifications and fitness to teach (including required checks such as Working With Children (WWC) or equivalent) to their own organisation, which must then provide this information to VU:

- a. at the commencement of the arrangement; and
- b. when any new staff are added into the teaching cohort for VU courses.

(48) Partner staff must meet the qualifications or professional experience equivalence requirements established in the [Learning and Teaching - Equivalence of Professional Experience to Qualifications \(Staff\) Procedure](#). Where partner staff do not meet these requirements, application must be made by the relevant VU Course Co-ordinator for an exemption as per the process in that Procedure.

(49) VU reserves the right to refuse consent for any nominated teaching staff member of a partner organisation to deliver VU courses if:

- a. the staff member does not possess the required qualifications or experience, and no relevant exemption is approved;
- b. the staff member has not passed required fit and proper checks, such as those required under the Child Safe Standards; or
- c. the staff member is unable to provide appropriate evidence of their qualifications, experience or background check status.

Part E - Monitoring and Ending Third-Party Arrangements

(50) VU courses are subject to systematic internal and external review processes to maintain the integrity of the course and ensure continuous improvement. Review processes will be undertaken in accordance with the [Courses Lifecycle Policy](#) and [Procedures](#).

(51) The functioning of the Third-Party delivery arrangement must be reviewed annually to ensure it is operating as intended and within the bounds of the Agreement.

(52) A Register of Third-Party Arrangements (within scope of this Policy) will be created and maintained.

(53) A Strategic Review of the Third-Party delivery arrangement, and its Agreement and its Schedules, must be completed every 3 years. The review will include all elements of the Third-Party arrangement.

(54) Academic Board will receive and review the reports of both the Annual and Strategic Reviews of Third-Party arrangements, courses and Agreements.

(55) Third-Party Arrangements may be disestablished:

- a. At the expiry of an Agreement, if either party determines that there is no longer a good case for maintaining the partnership;

- b. According to the termination or exit clauses incorporated in the Agreement, which must include early exit for reasons relating to:
- i. A substantially changed academic, teaching or quality profile of one or both partners;
 - ii. A substantially changed commercial or financial profile of one or more partners which impacts on their ability to fulfill their obligations under the Agreement;
 - iii. Inability of the University to continue to operate legally or soundly in the jurisdiction; or,
 - iv. Any other specific exit conditions nominated in the Agreement.

(56) Where a Third-Party Arrangement is terminated, including termination in advance of the Agreement's nominated expiry date, VU must:

- a. Ensure appropriate advice, support and transition arrangements are put in place for currently enrolled students;
- b. Ensure that prospective students are quickly advised of the termination of the partner delivery;
- c. Ensure that all relevant registration authorities are notified of the termination in a timely manner.

Section 6 - Procedures

(57) [Third Party Arrangements Procedure](#)

(58) [Third Party Arrangements - Review of Third Party Arrangements Procedure](#)

(59) [Third Party Arrangements - Online Partnerships Procedure](#)

(60) [Third Party Arrangements - Third Party Arrangements Procedure \(VET\)](#)

Section 7 - Guidelines

(61) Nil.

Status and Details

Status	Historic
Effective Date	16th August 2018
Review Date	16th August 2021
Approval Authority	Deputy Vice-Chancellor and Senior Vice-President
Approval Date	15th August 2018
Expiry Date	15th January 2020
Accountable Officer	John Germov Senior Deputy Vice-Chancellor and Chief Academic Officer +613 99195077
Responsible Officer	Deborah Tyler Director, Academic Quality and Standards +613 9919 4310
Enquiries Contact	Deborah Tyler Director, Academic Quality and Standards +613 9919 4310

Glossary Terms and Definitions

"Dual Award (HE only)" - Where Victoria University and another Higher Education institution offer a collaborative course which results in two separate Awards being conferred from the two institutions.

"Joint Award (HE only)" - The awarding of a single qualification, recognised within the Australian Qualifications Framework, which is jointly conferred by Victoria University and one or more institutions. In such arrangements, each institution delivers their own units / content.