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 courses in partnership with other providers in Australia and offshore locations.

Section 2 - Scope

(2) This Policy applies to:

a. formal delivery arrangements with domestic and international partners involving Higher Education (HE) and Vocational Education (VE) award and non-award courses with accredited units 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 (HE only);
f. partner institution staff involved in course delivery on behalf of VU (HE only);
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.

(3) This Policy applies to all delivery methods, including in person, hybrid, On Line Real Time and Online Self-Paced.

(4) This Policy does not apply to:

a. Commercial activity that does not involve an award or non-award course;
b. Research partnerships involving individual research projects, research funding or researcher collaborations;
c. Articulation and credit recognition arrangements (see Credit Policy);
d. Dual and Joint Award arrangements (see Courses Lifecycle - Dual and Joint Awards Procedure); and
e. Student and staff mobility arrangements.

Section 3 - Policy Statement

Part A - Establishing Third-Party Arrangements

(5) In line with VU's commitment to Partnering with Principle, VU 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.

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

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Course Concept and Business Case

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

(8) The process and requirements for the Course Concept and Business Proposal are provided in the Courses Lifecycle - Concept Proposal and Business Case (HE) Procedure.

(9) VE third party arrangements must have a Business Case and Course Costing developed and approved by VU TAFE Executive Team.

(10) The process and requirements for the Business Case and Course Costing for VE are in the Courses Lifecycle - Award Course Approval (VET) Procedure.

Risk Assessment and Due Diligence

(11) 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.

(12) For VET partnerships, VU must consider:

a. fit and proper person's status of the partner staff,
b. approval to deliver funded training, and
c. whether the partner's status to deliver has ever been terminated, revoked, suspended, restricted or cancelled.

(13) 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.

(14) For HE, partner institutions must have:

a. the demonstrated capability to deliver the program to the academic standards required by VU in alignment with the Higher Education Standards Framework;
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 confirmed by General Counsel.

(15) For VE, VU VET partner institutions must:

a. have legal standing to enter into a partnership and meet the National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 ;

b. agree to act as the agent of VU in the delivery of the VU VET courses;
c. agree that they will not offer to provide (advertise) or provide (deliver or assess) VU VET courses;
d. agree that only VU, as the principal provider of the VET course is the principal RTO and that all advertising, marketing, recruitment, enrolment and issuance of qualifications must be in the name of the principal RTO only.

(16) Should the partner be an RTO with the course on scope and deliver part of the course, this must be recorded on the Responsibilities Matrix and identified in the signed Agreement and Business Case.

(17) If delivering part of the course, the partner must be an RTO with the course on scope.

Part B - Contract Development

(18) A formal agreement must be drawn up between the University and the partner in accordance with the Contracts Policy and Procedure. The agreement must include measures for management, monitoring and review of the partnership arrangement.

(19) Third Party Agreements with VU should be supported by a Due Diligence assessment that includes partner ownership, governance, foreign government affiliations, and any risks to research, data, IP or institutional reputation consistent with the Guidelines to Counter Foreign Interference in the Australian University Sector and relevant Commonwealth legislation.

(20) HE Partner agreements will generally cover the following matters:

a. The Award title/s that will be conferred upon completion;
b. Roles and Responsibilities Matrix;
c. 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;
d. Course Co-ordination;
e. Admission requirements as determined by the appropriately Delegated Officers (see Admissions Policy and Courses Lifecycle Policy Suite);
f. 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;
g. Time, unit load and sequencing of the course of study;
h. Fees;
i. Enrolment status of students (whether they are considered enrolled at both institutions or only at VU);
j. Access to resources for the delivery of the course and the provision of support services for students;
k. In the case of partnerships with non-Australian providers, the language of instruction and assessment must be identified. Where VE delivery occurs offshore to guarantee equivalency, it must reflect the requirements of Australian industry as described by training packages;
l. Credit arrangements and sequencing of units;
m. Complaints, appeals and review processes for students;
n. Commercial conditions, including protection of student fees, and arrangements which enable the University to operate legally in the jurisdiction;
o. Conditions for the extension or termination of the Agreement, and circumstances under which the full approval process must be re-engaged (i.e. where there is material change to the arrangement).

(21) VET contract inclusions are specified in the Directions and are:

a. the names of the third party and details of its Scope of Registration;
b. the start and end date of the agreement;
c. clauses detailing both parties' obligations under the agreement, for example, making clear that:
    i. any training and/or assessment is provided in the name of VU, not the third party;
    ii. the third party cannot advertise any VET courses identified in the Agreement in its own name;
    iii. students are enrolled as students of VU, not the third party;
    iv. qualifications and/or statements of attainment are issued in the name of VU, not the third party.
d. clauses detailing the obligations of the third party (that is, setting out which party provides training and assessment materials, resources and facilities);
e. the mechanisms through which VU will systematically monitor the third party (for example, if the third party is providing the training and assessment materials, resources and facilities), including:
    i. how these will be reviewed prior to use across all delivery sites;
    ii. how the RTO will ensure that trainers and/or assessors provided by the third party meet the requirements of the National Vocational Education and Training Regulator (Outcome Standards for Registered Training Organisations) Instrument 2025 ;
    iii. record-keeping procedures for enrolment information and completed assessments;
    iv. details of which party will validate completed student assessments.
f. any obligations (of VU or third party) relating to government subsidies or other financial support;
g. clauses requiring the third party to cooperate with ASQA and provide accurate responses to requests about delivery of services.

Australian Legislative Requirements

(22) Under Part 3A of the Tertiary Education Quality and Standards Agency Act 2011 (Cth), VU must inform TEQSA if any HE partnerships involve:

a. delivering a new Australian course of study offshore;
b. changing the premises where they deliver an Australian course of study offshore;
c. ceasing a course of study offshore;
d. change of entity offshore delivery, even partial delivery.

(23) VU VET third party arrangements must be reported to the regulator within 30 days of entering into or cancelling a written agreement with a third party.

(24) It is a requirement of the General Direction—third-party arrangements for training and or assessment of VET courses to gain written approval from ASQA before entering into a third party arrangement for a 'VET course of concern'.

Policy applicability

(25) All VU policies, procedures and processes will apply to students and staff in third-party delivery arrangements, unless necessary modifications have been approved by the University as outlined in the agreement.

(26) 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 Risk and Compliance.

(27) Explicit exceptions to University policies must be approved by the Senior Deputy Vice-Chancellor and Chief Academic Officer.

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

Part C - Student Selection and Support

Course information and promotion

(29) 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.

(30) For HE only, 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.

(31) For VE, VU must advertise, recruit and select students.

Admissions and Enrolment

(32) The minimum academic level for admission to a VU course delivered by 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.

(33) 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 and the Admissions - English Language Admission Requirements Procedure.

(34) The student selection process will involve assessment of applicants against prescribed course entry requirements in accordance with the Admissions Policy and the Admissions - Course Admissions and Pre-Training Review Procedure (VET).

(35) Credit and Learning Pathways assessments will be undertaken in accordance with:

a. Credit - Academic Credit Procedure (HE)
b. Credit - Pathways Procedure
c. Credit - Skills Recognition Procedure (VET)

(36) The credit given toward a course should preserve the integrity of learning outcomes and course requirements without disadvantaging students.

(37) For VE, all students must be enrolled by the Principal RTO and testamurs and statements of attainment may only be issued by the Principal RTO.

Student Support

(38) All students in VU courses delivered by partner organisations (for VU VET courses, whether delivered solely by VU or in part by an approved RTO partner) are protected by, and expected to comply with the University's policies, procedures and processes on personal behaviour. These include:

a. Discrimination and Harassment Prevention and Management Policy;
b. Gender-based Violence Policy;

c. Bullying Prevention and Management Policy;
d. Safety and Welfare of Children and Young People Policy;
e. Student Equity and Social Inclusion Policy;
f. Student Conduct Policy;
g. Student Charter.

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

(40) 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 Quality and Standards Policy.

(41) 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

(42) Students in VU courses delivered by partners (for VU VET courses, whether delivered solely by VU or in part by an approved RTO partner) will have access to VU's Student Complaints Resolution and Student Appeals processes, as specified in the Complaints Policy and Complaints Procedure (Student and Public) and Student Appeals Regulations 2019 and Student Appeals Procedure.

(43) In certain cases, for HE the partner's complaints mechanism may apply as an alternative to, or adjunct 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) 2021 (Cth) and National Vocational Education and Training Regulator (Outcome Standards for Registered Training Organisations) Instrument 2025 ; and,
b. it is a more expedient and immediate way to provide students with access to appropriate resolution of their concerns.

(44) The complaints mechanism which will apply must be specified in the Partnership Agreement and approved by the Senior Deputy Vice-Chancellor and Chief Academic Officer, in consultation with the General Counsel.

Staff Complaints Resolution

(45) Should disputes arise during course delivery, VU and Partner teaching staff should raise concerns with the Site Coordinator in the first instance.

(46) If the matter remains unresolved, the staff member is able to raise and, if preferred, formalise their concerns with the Director, Teaching and Learning, TNE Partnerships.

(47) If still unresolved, the Director, Teaching and Learning, TNE Partnerships, will consult with the Associate Dean Learning and Teaching of the relevant College.

(48) Further escalation point to People and Culture (P&C) will be made, if required.

(49) People and Culture (P&C) will maintain statistics on the nature and number of complaints, and statistics on outcomes of complaints.

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Part D - Quality Assurance and Equivalence of Learning

Curriculum and Course Governance

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

(51) 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, Courses Lifecycle - Course Cessation and Student Transition (HE) Procedure and the Courses Lifecycle - Course Cessation and Student Transition (VET) Procedure.

Academic Integrity, Assessment, Academic Progress and Student Misconduct

(52) VU will maintain the same standards of academic integrity in all courses, including those delivered by partners (for VU VET courses, whether delivered solely by VU or in part by an approved RTO partner). VU's Academic Integrity Policy will apply in all cases and exemptions to this Policy are not permissible.

(53) 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 to complete the Academic Integrity Modules; 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, Academic Progress Procedure (HE) and Academic Progress Procedure (VET).

(54) 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. For VE, assessment tasks must meet the requirements of the Training packages, including conditions for assessment. Where assessments vary between cohorts, a rationale must be included.

(55) The integrity and security of the examination process will be ensured in all locations. The Assessment for Learning - Examination Administration Procedure - Examination Rules will apply. For off-shore locations, equivalent and approved set of examination rules provided by the off-shore partner are identified in the agreement contract and approved by the Senior Deputy Vice-Chancellor and Chief Academic Officer.

(56) Students will have access to the same or equivalent process to query or dispute an assessment result in an HE course or unit as students in VU-delivered courses or units. These processes are outlined in the Assessment for Learning - Review of Individual Assessment Outcomes Procedure (HE). VET students training under third party arrangements are VU students and are subject to VU VET asssessment dispute processes as outlined in the Assessment for Learning - Assessment Procedure (VET).

(57) 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 for Level 1;
b. Access to VU-convened progress hearings either in person or digital technologies for Level 2 and 3; or
c. another mechanism as specified under the Agreement and approved by the Senior Deputy Vice-Chancellor and Chief Academic Officer, in consultation with the Chief Student Officer.

(58) VET students training under third party agreements are VU students and subject to VU VET academic progression

rules, processes and interventions.

(59) 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.

(60) In certain cases, for HE 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) 2021 (Cth); and
b. it is a more expedient and immediate way to handle misconduct of students, especially when there is an immediate need for action.

(61) The misconduct mechanism which will apply must be specified in the Partnership Agreement and approved by the Senior Deputy Vice-Chancellor and Chief Academic Officer, in consultation with the General Counsel.

Part E - Staffing requirements

(62) All staff of a partner organisation who will be delivering VU HE and VE 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;
b. when any new staff are added into the teaching cohort for VU courses;
c. Staff of a partner organisation may only deliver part of VU VET qualifications if the partner organisation is an RTO with the VU VET course on scope. It is the responsibility of VU, as the principal RTO to check and confirm that staff qualifications meet ASQA requirements and DEWR's Credential Policy;
d. Any person delivering a VET course must be engaged and managed by VU unless the partner organisation has the VU VET course that is the subject of the agreement on its scope of delivery, in which case, VU is the principal RTO.

(63) Partner staff must meet the qualifications or professional experience equivalence requirements established in:

a. Learning and Teaching Quality and Standards - Equivalence of Professional Experience to Qualifications (Staff) Procedure
b. Learning and Teaching Quality and Standards - Teacher Qualifications and Competency Procedure (VET)

(64) Where partner staff do not meet these requirements for HE courses or units, application must be made by the relevant VU Course Chair to the Executive Dean for approval as per the process in that Procedure.

(65) No exceptions to the established rules are permissible for staff teaching or assessing VE units.

(66) 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 there is no approval through the relevant Procedure;
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.

(67) Any staff delivering a VET course must be engaged and managed by VU unless the partner organisation has the VU VET course that is the subject of the agreement on its scope of delivery, in which case, VU is the principal RTO.

Part F - Monitoring, Reporting and Ending Third-Party Arrangements

(68) 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.

(69) The functioning of the Third-Party delivery arrangement is monitored through the Joint Operations Team meetings and by the Joint Management Committee bi-annually to ensure it is operating as intended and within the bounds of the Agreement.

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

(71) Student experience and performance indicators are monitored annually and triennially by VU and the partner.

(72) A Strategic Review of the Third-Party delivery arrangement for any HE courses or units, and its Agreement and its Schedules, is conducted prior to the renewal of the Partnership Agreement or more frequently as directed by the Senior Deputy Vice-Chancellor and Chief Academic Officer.

(73) Academic Board will receive and review the outcomes and continuous improvement plans of the Academic Quality and Strategic Reviews. This would cover all the VU Online, TNE and VU Sydney and Brisbane.

(74) 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.

(75) 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 4 - Procedures

(76) Third Party Arrangements (HE) Procedure

(77) Third Party Arrangements - Review of TNE and Third Party Arrangements (HE) Procedure

(78) Third Party Arrangements - VU Online Partnership Procedure

(79) Third Party Arrangements (VET) Procedure

Section 5 - HESF/ASQA/ESOS Alignment

(80) HESF Standard: 1.3 Orientation and Progression; 3.1 Course Design; 5.2 Academic and Research Integrity; 5.4 Delivery with Other Partners; 7.1 Representation.

(81) Outcome Standards for NVR Registered Training Organisations 2025: Standard 1.8 Facilities, Equipment and Resources; 4.2 Leadership and Accountability; 4.4 Continuous Improvement. Compliance Standards for NVR Registered Training Organisations and FPP Requirements 2025: Standard 17 Third Party Arrangements.

(82) Dual sector VET Funding Contract: Section 6 Subcontracting.

(83) National Vocational Education and Training Regulator Act 2011 (Cth): Part 6: Sub Div A(1); 93; 94; Sub Div B 116; 117.

(84) Tertiary Education Quality and Standards Agency Act 2011 (Cth) Part 3A

(85) ASQA Practice Guide Leadership and Accountability Standards 4.1 and 4.2

Section 6 - Definitions

(86) Dual Award (HE only)

(87) Joint Award (HE only)

(88) Joint Management Committee: The VU-XX Joint Management Committee (JMC) is responsible for the governance, strategic planning, regulatory compliance and general oversight of the VU-XX Learning partnership and collaborative programs.

(89) Joint Operations Team: The VU-XX Joint Operations Team (JOT) is an advisory group that assists the VU-XX Joint Management Team (JMC) in fulfilling its oversight of VU-XX programs and operations, including compliance with the University's policies and procedures, quality assurance framework, TEQSA HESF Framework, and in-country relevant regulations.

(90) Staff and Student Mobility Arrangements (HE only): Arrangements which 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.

(91) Third-Party Arrangements:

a. HE: 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.
b. VE: For the purposes of this Policy, a third party agreement for VET delivery is a formal agreement for the advertisement, marketing, recruitment, enrolment, delivery, assessment and issuance of qualifications of a VU VET course by VU as the principal RTO. The conditions under which VU may partner with a non RTO or a RTO are specified in the National Vocational Education and Training Regulator National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 .

(92) Scope of Registration: Means the training products for which an RTO is registered to issue AQF certification documentation. It allows the RTO to:

a. both provide training delivery and assessment resulting in the issuance of AQF certification documentation by the RTO; or
b. provide assessment resulting in the issuance of AQF certification documentation by the RTO.

Status and Details

Status	Current
Effective Date	10th March 2026
Review Date	10th March 2029
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Approval Date	4th March 2026
Expiry Date	Not Applicable
Accountable Officer	John Germov Senior Deputy Vice-Chancellor and Chief Academic Officer +613 9919 5077
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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.

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