

# Third Party Arrangements - Education Procedure

## Section 1 - Context

(1) This procedure supports the [Third Party Arrangements - Education Policy](#), the [Course Management and Assessment Manual](#), the [Program Management Manual - Coursework](#) and the Global Partnerships Framework, and must be read in conjunction with those documents.

(2) In the event of an inconsistency between this procedure and the Policy or a Rule, the Rule made by the Council prevails to the extent of the inconsistency.

## Section 2 - Scope

(3) This procedure applies to all third party arrangements:

- a. as defined by the [Third Party Arrangements - Education Policy](#);
- b. between the University of Newcastle and a third party provider;
- c. in which students are enrolled in University of Newcastle courses that contribute to an award of the University and/or award programs;
- d. which are taught in whole, or in part, by a third party provider or by an organisation or individuals not employed by the University of Newcastle.

## Section 3 - Definitions

(4) Please see the [Third Party Arrangement - Education Policy](#).

## Section 4 - Stage 1 Initial Proposal for Global Education Partnerships

(5) For international education partnerships, an initial proposal should be prepared using the Global Partnerships Framework form for consideration by the Global Engagement and New Program Proposal Committee.

### Due Diligence

(6) Due diligence checks should be completed prior to selecting a third party partner using the Due Diligence Checklist. The due diligence process must be evidence based and consider the potential partner's ability to support the University's ongoing compliance with the [Higher Education Standards Framework \(HESF\)](#) and all items set out in the Checklist.

(7) Due diligence checks for international third parties require endorsement from the Deputy Vice-Chancellor Global before proceeding to development of a Business Case.

(8) Due diligence checks for domestic third parties require endorsement from the relevant College Pro Vice-Chancellor before proceeding to development of a Business Case.

## **Business Case**

(9) The Business Case must be prepared using the University's Portfolio Strategy Group Business Case Template.

(10) Business Cases will be considered by the Portfolio Strategy Group and will be subject to the approval process set out in the [Program Management Manual - Coursework](#).

## **Agreements**

(11) Except where using an unamended University Legal and Compliance unit approved Agreement (see Appendix 2 – Sample Agreement), the Legal and Compliance unit must be engaged for development, review and negotiation of any agreements. In some cases, the Legal and Compliance unit may assess the arrangement and advise that legal assistance is not necessary (for example where the arrangement is low value and/or low risk).

(12) Colleges and divisions may also engage the Legal and Compliance unit to advise on legal issues concerning the development and implementation of agreements and any renewal or variation of agreements.

(13) The template agreement contains all elements that are required to cover the rights, responsibilities and obligations of both the University of Newcastle and the third party with respect to the domains set out in the [Higher Education Standards Framework](#).

(14) Agreements must be approved and signed in accordance with the University's delegations of authority (see [Delegations Register](#)).

(15) The appropriate consultation pathway prior to approval should include:

- a. consultation with General Counsel;
- b. consultation with the Chief Financial Officer;
- c. endorsement of the relevant College Pro Vice-Chancellor; and
- d. approval of the Business Case including the completed Due Diligence Checklist by the Deputy Vice-Chancellor (Academic) through the Portfolio Strategy Group.

(16) All approved agreements will be reported to the Teaching and Learning Committee.

(17) All approved and signed agreements will be stored in accordance with the University of Newcastle's [Records Governance Policy](#).

## **Section 5 - Discontinuing Programs, Agreement Termination or Expiry**

(18) The relevant University of Newcastle College Associate Dean (Education) and or Head of School may recommend the termination of an agreement.

(19) The termination of an third party agreement must be approved in accordance with the University's delegations of authority (see [Delegations Register](#)).

(20) The closure of a program to new admissions for a teaching period, the removal of a program from offer at a location, and/or the termination/expiry of a third party agreement must be managed in accordance with the relevant

agreement.

(21) When a program offered under a third party agreement, or a third party provider agreement is terminated, the relevant University of Newcastle College Associate Dean (Education) will oversee the development of credible resourced transition plans that are consistent with the University of Newcastle's obligations to allow existing students to complete their program in a reasonable timeframe.

(22) Proposed transition plans and teach out arrangements must be submitted to the Program and Course Approval Committee (PCAC) for review and approval. The PCAC will monitor the implementation of approved transition plans.

(23) The Deputy Vice-Chancellor (Academic) will advise the Government regulator (TEQSA) of any changes to arrangements with other education providers.

## **Section 6 - Management of Agreement**

### **Program Delivery**

(24) The University of Newcastle may change the academic delivery method of a program with appropriate written notice to the third party provider and in accordance with the third party agreement.

(25) Teaching periods must be aligned with the University of Newcastle academic calendar unless otherwise agreed by the University of Newcastle. Where new teaching periods are proposed the business case will indicate the anticipated administrative effort of the alternative teaching periods.

### **Invoicing**

(26) The contract manager for University of Newcastle is responsible for initiating the creation of an invoice for payment by a partner as per the process outlined [here](#).

### **Agreement Coordination and Liaison**

(27) University of Newcastle Global Engagement and Partnerships Division will be responsible for the management, coordination and communication of third party provider agreements with partners outside Australia.

(28) The relevant Head of School will be responsible for the management, coordination and communication of third party agreements with partners within Australia.

## **Section 7 - Academic Governance, Program and Course Approval**

### **Academic Coordination & Liaison**

(29) A University of Newcastle academic staff member (normally the Program Convenor of the comparable program in Newcastle) will be appointed as the academic contact for each program to provide ongoing oversight of courses and/or programs delivered by third parties. The third party provider will also appoint a Program Convenor for each program.

(30) University of Newcastle staff in the relevant College and support units will provide induction and orientation materials for the staff of the third party provider, including training on University of Newcastle rules, policies, procedures and processes, before the commencement of teaching.

(31) A University of Newcastle professional staff member such as a College General Manager or nominee who will be accountable for the operationalisation of the agreement, governance, quality and provision of teaching programs and services. Where an agreement incorporates two or more colleges, each College will appoint a representative.

(32) The third party provider should also appoint a person to manage the delivery of services and liaise with the appointed University of Newcastle representative.

(33) Before the establishment of any new third party arrangement, an operations group of staff from both institutions will organise and coordinate information, communication, actions, responsibilities, systems and procedures for the delivery and review of courses, and the support and administration of students.

## **Section 8 - Course and Program Approval**

(34) Course and program documentation should be approved by the Program and Course Approval Committee (PCAC) in accordance with the approval process set out in the [Course Management and Assessment Manual](#) and the [Program Management Manual - Coursework](#).

(35) Courses and/or programs delivered with or by third party providers will not be published, marketed, or accept student applications until:

- a. the relevant agreement or agreement variation and relevant subdocuments have been approved by an appropriate delegated authority;
- b. PCAC has approved the course, program offering or location of offer; and
- c. TEQSA has been notified.

### **New Courses and Programs**

(36) Courses and/or programs may be approved by PCAC subject to the signing of the relevant agreement or agreement variation.

(37) New Courses and/or programs may be administered under unique course codes and relevant location and mode of delivery. The location or mode of delivery may be reflected in the course title or course code.

### **Existing Courses and Programs**

(38) Revisions to existing courses and/or programs offered through third party providers will be subject to the University of Newcastle course and program approval process as set out in the [Course Management and Assessment Manual](#) and the [Program Management Manual - Coursework](#) and any relevant delegations of authority.

(39) In revising courses and/or programs, Colleges must ensure continuing students are offered a suitable transition plan.

### **Integrity of Assessment**

(40) The University of Newcastle [Course Management and Assessment Manual](#) applies to all University of Newcastle course assessments delivered under a third party agreement.

(41) Where University of Newcastle course assessment items are graded by the third party provider and contribute to more than 10% of the final mark, the University of Newcastle College Associate Dean (Education) is responsible for working with schools and colleges to analyse the assessment item results to ensure consistency across the offering, detect variability and recommend adjustments to reduce variability.

(42) Where assessment items for an individual University of Newcastle course are a combination of those set or graded by the third party provider and those set or graded by the University of Newcastle, the University of Newcastle College Associate Dean (Education) is responsible for analysing the consistency between grades for assessment items graded by the third party provider and those graded by the University of Newcastle. The teaching staff of the third party may participate in the moderation process.

(43) In the event of inconsistent moderation results, the University of Newcastle College Associate Dean (Education) is responsible for developing a plan to address the issue in collaboration with the third party provider's Program Convenor, or equivalent.

(44) All course final results will be considered at and approved by the appropriate University of Newcastle School Assessment Body to ensure appropriate monitoring and equivalent student experiences and outcomes are maintained.

### **Third Party Provider Courses**

(45) Where a University of Newcastle program incorporates a third party provider's course(s), the University of Newcastle College Associate Dean (Education) is responsible for:

- a. working with Heads of School, Course Co-ordinators, Program Convenors and the third party provider to ensure that the course meets University of Newcastle academic standards, and the learning outcomes are appropriate to the level of the course, and the course is appropriately placed within the program structure;
- b. collaborating with Heads of School, Course Co-ordinators, Program Convenors and the third party provider to map curriculum, assessment items and reference material for each instance in which a third party provider's course is delivered to University of Newcastle students.

### **Credit**

(46) Arrangements for the granting of credit will be detailed in the agreement. Any credit transfer arrangement must be approved in accordance with the provisions of the [Credit and Recognition of Prior Learning Policy](#).

(47) The approved credit or articulation arrangements may not be altered or substituted by the third party partner through further credit or Recognition of Prior Learning (RPL) granted by the partner.

(48) Where articulation arrangements are approved for courses delivered by third party providers, the relevant University of Newcastle College Associate Dean (Education) will work with the provider to ensure courses are available for articulation students. The University will determine the credit to be granted to individual students according to the [Credit and Recognition of Prior Learning Policy](#) and the relevant Program Schedule.

### **Staffing**

(49) The third party provider will prepare staffing profiles for all academic staff who deliver content that forms part of a University of Newcastle course and/or programs. Each staffing profile must include the following information:

- a. academic qualification;
- b. employment experience; and
- c. a detailed explanation of the staff member's role and responsibility within the course (i.e. course coordinator, tutor, lecturer).

(50) The relevant University of Newcastle Head of School or nominee will review academic staff profiles prepared by the third party provider and forward them to the relevant College Pro Vice-Chancellor for approval.

(51) Where the third party provider is not recognised as a 'University' by TEQSA or by the Australian Department of

Education, the University of Newcastle's Coursework Program Teaching Qualification Guidelines, as outlined in the [Course Management and Assessment Manual](#) will be used to assess the suitability of academic staff to coordinate, deliver, teach or assess a University course. The University of Newcastle has the right to veto the appointment of any academic staff teaching content which forms part of a University of Newcastle courses and/or programs under the agreement.

## **Marketing and Promotion**

(52) All promotional material including use of the University of Newcastle logo must be approved in accordance with the University's delegations of authority, and will contain the University's CRICOS code.

(53) Marketing and promotion (including digital) of a University of Newcastle course and/or program provided by a third party provider may only commence once academic governance approvals have been completed and marketing material has been approved.

(54) Any program requiring CRICOS registration cannot be promoted until a CRICOS code has been received.

(55) Any promotion of a third party provided course or program, and recruitment of students will describe the education services accurately, including the nature of programs, facilities and opportunities available for cross-location experiences for students. Where students will require an Australian Student visa, all marketing materials must comply with the [Education Services for Overseas Students Act 2000 \(Cth\)](#) and its related code of practice.

(56) Where marketing or promotional (including digital) materials are in a language other than English, the third party is required to provide an appropriately certified English language translation of the materials for the University of Newcastle Director, Future Students (or their nominee) to approve.

# **Section 9 - Student Administration**

## **Admission**

(57) No offer of admission may occur before the appointed representative of the University of Newcastle has received evidence of the third party provider's regulatory authority to deliver the program.

(58) Offshore third party providers are responsible for ensuring that they have all required legal and regulatory permissions and authorities to deliver the program in accordance with all jurisdictions in which the courses and programs are being taught (whether in part or in full).

(59) All students admitted to a University of Newcastle program leading to a University of Newcastle degree under a third party agreement are subject to the requirements of the University of Newcastle [Admissions Procedure Manual](#).

(60) Each student admitted to a University of Newcastle third party provided program must satisfy the usual University of Newcastle admission criteria for the program to which they are being admitted and comply with the University of Newcastle enrolment conditions.

(61) University staff will process applications and admit students to the program. Original documents or certified copies of any documentation associated with admission must be received and sighted by University of Newcastle staff before students may be admitted.

(62) The University of Newcastle will issue an admissions notification to all relevant students.

(63) Students in the University's third party programs will enrol in the University of Newcastle courses and/or programs, and this will be stated in the admissions notification.

(64) Students enrolled in a University of Newcastle course or program provided by or with a third party provider remain subject to University of Newcastle policies and procedures unless otherwise indicated in the agreement or approved by an appropriate delegated authority. Students will be provided with access to information on which policies and procedures apply to their studies.

## **Graduation and Graduation Documentation**

(65) Graduating students under a third party agreement may be invited to attend a University of Newcastle Graduation Ceremony.

(66) The third party provider may hold a recognition or prize-giving ceremony under the [Awards and Graduation Policy](#).

(67) If any part of the qualification has been delivered and/or assessed in a language other than English, a statement that this has occurred must be included on the testamur, the academic transcript or the AHEGS. The language of instruction must appear on the transcript of results, the Australian Higher Education Graduation Statement (AHEGS) and the testamur.

(68) Where permitted in the agreement and under the relevant University of Newcastle policy and procedures, a jointly badged testamur may be awarded to students completing an award under an agreement for a jointly awarded degree. In these cases, the format for any jointly badged testamurs must be approved by a University of Newcastle delegated authority.

# **Section 10 - Quality Assurance**

## **External Program Reviews**

(69) Programs delivered through third party providers are subject to the University of Newcastle's External Program Review requirements as outlined in the [Education Quality Assurance Policy](#). The External Program Review will occur concurrently with the External Program Review of the same or comparable programs offered in other locations or modes of delivery.

## **Quality Assurance, Monitoring and Evaluation**

(70) University of Newcastle courses and/or programs delivered by third parties will be monitored according to the University of Newcastle's quality assurance framework, which includes performance review through surveys and annual reporting.

(71) The Office of the Pro Vice-Chancellor Education Innovation will ensure that data on student progress, retention and success from third party providers are provided to the College Board, the University of Newcastle College Associate Dean (Education) and the Program Convenor.

(72) Partnership arrangements will be monitored regularly through the University's quality framework and will be formally reviewed every five years as a minimum.

(73) International third party arrangements will be subject to a yearly health check coordinated by the Global Engagement and Partnerships Division.

## **Annual Program Reports**

(74) The University of Newcastle, through the College Associate Dean (Education), will monitor the performance of individual University of Newcastle courses and programs delivered with or by third party providers through the Annual Program Report (APR) provided to PCAC. The purpose of these reports is to:

- a. monitor key indicators including admission targets, student learning outcomes, and financial viability;
- b. ensure the educational standards of courses meet the relevant AQF level and any accreditation requirements;
- c. assure academic quality in the programs being delivered by the third party provider;
- d. monitor the implementation of changes to the arrangements with third party providers;
- e. provide an opportunity to collate feedback and comments from all stakeholders, including but not limited to the third party provider, Global Office, Student Central, Global Engagement and Partnerships Division, and any School or College involved in the delivery of courses under the agreement; and
- f. provide an opportunity to exchange information and discuss issues critical to the maintenance of quality and standards with third party providers.

(75) Timing of APRs should be decided in collaboration with the relevant delivery partner.

## **Partner Review and Evaluation**

(76) The University of Newcastle College Associate Dean (Education) is responsible for completing the Partner Review and Evaluation (PRE).

(77) The PRE will consider issues relating to:

- a. governance;
- b. management;
- c. learning and teaching outcomes;
- d. progress against recommendations arising from previous APRs and/or PREs;
- e. strategic business and financial arrangements; and
- f. student feedback on courses.

(78) The PRE will where relevant include recommendations for future engagement with the third party provider.

(79) The PRE may include information obtained from a site visit to the third party provider. All costs associated with the site visit will be borne by the College unless otherwise stipulated in the Agreement.

(80) A PRE may be conducted at any time but as a minimum will occur mid-way through the period of the agreement and prior to any renewal.

(81) The PRE will be submitted to the Teaching and Learning Committee for review, approval and monitoring of recommendations or outcomes.

(82) The PRE will be forwarded to Academic Senate for noting.

## **Student Feedback**

(83) The University of Newcastle will ensure that students enrolled in a University of Newcastle course or program as part of a third party agreement are provided with the opportunity to participate in relevant confidential student surveys.

(84) Strategy, Planning and Performance will ensure that University of Newcastle students studying with a third party provider are included and can be identified in the University of Newcastle student and graduate surveys.

(85) Strategy, Planning and Performance will ensure that student feedback results are provided to the University of Newcastle College Associate Dean (Education) and the Program Convenor. Where student feedback is lower than acceptable in the overall satisfaction measure in the relevant student survey instruments the College Associate Dean (Education) is responsible for developing a plan to address the issue in collaboration with the third party provider.



(86) Where a program incorporates the third party provider's courses/subjects, students must be allowed to provide feedback on the quality of these courses/subjects.

### **Third Party Provider Program Delivery Manuals and Student Information**

(87) The University of Newcastle College Associate Dean (Education) will create and maintain a third party provider's program delivery manual based on the template at Appendix 4 that sets out key information needed by third party staff managing or teaching University of Newcastle courses and programs. This will be developed prior to the first intake of students.

(88) The manual will set out the standards, methods and requirements expected of all parties concerning the teaching, delivery, delivery methods and academic administration of each course and program. The University of Newcastle may choose to provide specific sections tailored to individual providers as required.

(89) The Manual will include information relating to:

- a. available student support services;
- b. student fees and refunds;
- c. graduations;
- d. student feedback, complaints and grievances processes; and
- e. contact information for the University of Newcastle.

(90) In consultation with the third party provider, the University of Newcastle will create and maintain a site within the learning management system to provide information to students enrolled in University of Newcastle courses and programs delivered through the third party provider.

(91) As a minimum the learning management system site will outline the University of Newcastle requirements, including but not limited to:

- a. a full program outline, including graduate learning outcomes relevant to the program and the University of Newcastle Generic Skills;
- b. use of the learning management system and associated systems (such as text-matching software);
- c. access to the Library;
- d. assessment and examinations including grading, requests for review and re-marking, and adverse circumstances;
- e. academic expectations with regards to academic integrity, academic progress, attendance and work health and safety;
- f. student responsibilities for regularly monitoring their student email account,
- g. relevant University of Newcastle policies and procedures;
- h. compulsory not for credit modules including:
  - i. Academic Integrity Module; and
  - ii. Consent Matters Module (optional);

(92) The learning management system site will outline the third party provider requirements, including but not limited to:

- a. third party provider policies and procedures; and
- b. contact information for the third party provider.

(93) Students will also be provided with information about:

- a. available support services;
- b. student fees and refunds;
- c. graduations;
- d. student feedback, complaints and grievances processes; and
- e. contact information for the University of Newcastle.

(94) Student Central will review the third party provider program delivery manual and learning management system site to ensure the accuracy of the information manuals and relevant updates provided.

## Section 11 - Roles and Responsibilities

(95) Where the agreement provides for specific services to be managed or delivered by the third party provider, the responsibility of the relevant University of Newcastle support unit may be limited to overseeing service provision and ensuring that academic standards, learning and teaching, facilities or services meet the needs of students and are equivalent to those provided by the University of Newcastle in other locations and delivery modes.

Who	Responsibility
Program and Course Approval Committee (PCAC)	Approve program documentation for course and/or program offered in arrangements between the University of Newcastle and third party providers. Review and approve transition plans and teach out provisions. Monitor the implementation of transition plans and teach out provisions.
Teaching and Learning Committee (TLC)	Review, approve and monitor implementation of any outcomes outlined through the University's Quality Enhancement Framework and in the Partner Review and Evaluation process.
Associate Dean (Education) of the College responsible for delivery of the program	Work with colleagues in the relevant School and College Teaching and Learning Committee to develop transition plans and teach out provisions where a program will be removed from offer. Recommend the termination of an agreement. Create and maintain a third party provider's program delivery manual. Work with colleagues in the relevant School to conduct and report to PCAC the Annual Program Report. Work with colleagues in the relevant School to conduct and report to ELP any Partner Review and Evaluation. Collaborate with Heads of School, Course Co-ordinators and Program Convenors within the College and at the third party provider to ensure equivalence of academic standards (in teaching including academic staff qualifications, assessment practices, moderation and validation of assessment) and learning outcomes for University of Newcastle courses delivered by third parties. Ensure that the University of Newcastle's learning and teaching policies and procedures, particularly assessment (including development and approval of course outlines, and moderation) and credit, are applied by the third party provider. Collaborate with the third party provider to ensure that the equipment, facilities and learning and teaching support materials are comparable with those offered by the University of Newcastle.
Associate Dean, International	Where the third party provider is outside Australia, the Associate Dean, International may exercise the management responsibilities of the Associate Dean (Education), as determined by the College Pro Vice-Chancellor. The academic responsibilities including those related to assessment, quality assurance, transition plans and teach out provisions will remain the responsibility of the Associate Dean (Education).

Who	Responsibility
Head of School	<p>Nominate an academic staff member as the College contact for each University of Newcastle course delivered by a third party provider.</p> <p>Ensure that University of Newcastle courses delivered by third party providers are integrated with University of Newcastle courses in other locations and modes of delivery (including, for example, consideration by School assessment boards), and that staff of the third party provider delivering University of Newcastle courses are involved in relevant College activities.</p> <p>Ensure that the University of Newcastle courses which are delivered by third party providers are of equivalent academic standard and lead to learning outcomes equivalent to courses provided in other locations and delivery modes.</p> <p>Collation of staffing profiles for academic staff of the third party provider who are proposed to teach into courses or programs which form part of the third party agreement.</p> <p>Facilitate coordination and communication between the University of Newcastle and the third party provider.</p> <p>Conduct analysis of assessment items to ensure the integrity of the assessment. Develop plans to address any identified issues.</p> <p>Manage the provision of orientation and induction to staff employed by third party providers to manage or teach University of Newcastle courses and programs.</p> <p>Manage course scheduling and mapping of student pathways.</p> <p>Assist colleagues with course content, skills and learning experiences to meet learning outcomes of the course.</p> <p>Refer any academic conduct issues to the Student Academic Conduct Officer in the relevant School.</p> <p>Recommend the termination of an agreement.</p>
Program Convenor (University of Newcastle)	<p>Conduct and contribute to course evaluations and provide advice to the Associate Dean (Education) as necessary.</p> <p>Liaise with students on such matters as enrolment, credit, adverse circumstances and examinations.</p> <p>Ensure that any health and safety risks associated with the delivery of a University of Newcastle course and/or program have been assessed, and appropriate control measures put in place.</p> <p>Ensure operational and reporting deadlines are met.</p>
Course Co-ordinator (third party provider)	<p>Manage, coordinate and liaise with the University of Newcastle on delivery of each University of Newcastle course.</p>
Course Co-ordinator (University of Newcastle)	<p>Where the following duties are shared between the University of Newcastle and the third party provider, the responsibilities of each institution should be set out in a document approved by both parties. A Course Co-ordinator responsible for the delivery of a University of Newcastle course delivered by a third party provider will:</p> <ol style="list-style-type: none"> <li>lead the delivery of the course;</li> <li>support students in their learning with assistance as appropriate from the relevant academic learning support unit;</li> <li>employ scholarly teaching practices that influence, motivate and inspire students to learn;</li> <li>ensure operational and reporting deadlines are met;</li> <li>consult with the academic and professional staff as necessary to ensure the successful conduct of the course.</li> </ol>
Office of the Pro Vice-Chancellor Education Innovation	<p>Review and evaluate the third party provider arrangements through regular reports to PCAC.</p> <p>Support the Colleges in the management of quality assurance for courses delivered by third party providers</p> <p>Support the Colleges in ensuring that third party arrangements comply with the Threshold Standards, TEQSA and AQF requirements concerning academic programs and standards, service provision and staff qualifications, in particular equivalence and comparability to University of Newcastle standards and services in other locations or modes of delivery.</p> <p>Ensure that data on student progress, retention and success from third party providers are provided to College Board, the Associate Dean (Education) and the Program Convenor.</p>

Who	Responsibility
Student Central	<p>Provide guidance on initial third party provider proposals, whether for a new course and/or program or new partnership.</p> <p>Provide support and advice to third party providers on the interpretation and implementation of the University of Newcastle's policies and procedures.</p> <p>Collaborate with third party providers to identify roles and responsibilities for administration and management of student data, admissions and enrolment procedures, articulation and credit, grades and marks.</p> <p>Manage student services including admissions, enrolments, academic progression, fees, scholarships, examinations and graduations.</p> <p>Undertake the administrative function to establish the location of the provider within the relevant student system and create any additional teaching periods approved by the Pro Vice-Chancellor Education Innovation or Deputy Vice-Chancellor (Academic).</p> <p>Provide students and staff with information about admission timelines and census dates for withdrawal.</p> <p>Ensure that new locations are approved and set up.</p> <p>Undertake an evaluation of services related to student welfare and wellbeing available to University of Newcastle students through third party providers to ensure services are comparable regardless of where or in what mode students are studying.</p> <p>Collaborate with the third party provider in enabling University of Newcastle student access to University of Newcastle support services and comparable services available from the third party provider.</p> <p>Review third party providers program delivery manual and the learning management site to ensure the accuracy of the information provided.</p>
Global Engagement and Partnerships Division	<p>Where the third party provider is outside Australia, manage, coordinate and communicate with the third party provider, including for agreement negotiations.</p> <p>Administer International Admissions and relevant scholarships.</p>
Strategy, Planning and Performance	<p>Provide all relevant institutional data</p> <p>Ensure that all data relating to University of Newcastle students studying with third party providers are disaggregated and identified as distinct from other cohort data.</p> <p>Ensure that the University of Newcastle students studying with third party providers are included and can be identified in the University of Newcastle's student and graduate surveys.</p>
Library	<p>Work with third party providers to identify roles and responsibilities for the provision of core library services.</p> <p>Ensure students, and relevant staff of the third party provider, receive the appropriate information, services and support, and that services provided to staff and students are comparable regardless of location or mode of delivery.</p>
Digital Technology Solutions	<p>Work with third party providers to identify roles and responsibilities for management and provision of relevant services.</p> <p>Ensure students receive information, services and support and that services provided to staff and students are comparable regardless of location or mode of delivery.</p>
Deputy Vice-Chancellor (Academic)	<p>Advise TEQSA at the termination of any third party agreements, including any associated teach-out arrangement.</p> <p>Designate a staff member as the contact person for third party arrangements.</p> <p>Approve the Business Case for third party arrangements.</p>
	<p>Grant in-principle support for international partnership arrangements.</p> <p>Approve, sign-off and terminate third party legal agreement.</p>
Chief Financial Officer	<p>Responsible for providing financial advice and transaction support associated with third party agreements.</p>
Director, Future Students	<p>Work with third party providers to approve marketing and promotion of University of Newcastle programs.</p>
College Pro Vice-Chancellor	<p>Endorse Due Diligence checklist and forward to Deputy Vice-Chancellor Global for consideration.</p> <p>Approve relevant staff profile prepared by the Head of School.</p> <p>Develop business case for submission to the Portfolio Strategy Group.</p> <p>Endorse Third Party Arrangement agreement for approval in accordance with the University's delegations of authority.</p>

## **Section 12 - Relaxing Provision**

(96) The University of Newcastle may deviate from [Third Party Arrangement Policy](#) and Procedure with approval from the Deputy Vice-Chancellor (Academic) and in consultation with relevant parties as required.

## **Section 13 - Appendices**

(97) Appendix 1 - Third Party Due Diligence Checklist

(98) Appendix 2 - Sample Agreements

(99) Appendix 3 - Partner Review and Evaluation (PRE)

(100) Appendix 4 - Program Delivery Manual and Student Information

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	7th September 2022
<b>Review Date</b>	7th September 2025
<b>Approval Authority</b>	Vice-Chancellor
<b>Approval Date</b>	15th November 2021
<b>Expiry Date</b>	Not Applicable
<b>Responsible Executive</b>	Simon Barrie Deputy Vice-Chancellor (Academic)
<b>Enquiries Contact</b>	Cassie Connor Senior Executive Officer <hr/> Office of the Deputy Vice-Chancellor Academic

## Glossary Terms and Definitions

**"University"** - The University of Newcastle, a body corporate established under sections 4 and 5 of the University of Newcastle Act 1989.

**"Risk"** - Effect of uncertainty on objectives. Note: An effect is a deviation from the expected, whether it is positive and/or negative.

**"Academic staff"** - A person employed as an academic staff member or appointed as an academic honorary appointee (including adjunct, clinical, visiting, honorary and conjoint appointments), but does not include persons who are employed solely as teachers or professional staff.

**"Assessment item"** - Any form of work used to measure student learning outcomes and to determine the final result for a student in a course.

**"Award"** - When referring to a University qualification, this term means an academic qualification approved by Academic Senate that is conferred when a student has met the relevant program requirements. For all other uses of this term, the generic definition applies.

**"Census date"** - The date in each term on which a student / candidate enrolled in a course is deemed to be financially liable for the course.

**"Course"** - When referring to a course offered by the University, a course is a set of learning activities or learning opportunities with defined, assessed and recorded learning outcomes. A course will be identified by an alphanumeric course code and course title. Course types include core courses, compulsory courses, directed courses, capstone courses and electives. For all other uses of this term, the generic definition applies.

**"Credit"** - When referring to course credit, credit is the recognition of equivalence in content and learning outcomes between different types of learning and/or qualifications. Credit can reduce the amount of learning required to achieve a qualification. For all other uses of this term, the generic definition applies.

**"Student"** - A person formally enrolled in a course or active in a program offered by the University or affiliated entity.

**"Program"** - When referring to learning, a program is a sequence of approved learning, usually leading to an Award. For all other uses of this term, the generic definition applies.

**"Program Convenor"** - The academic staff member with overall responsibility for the management and quality of a program.

**"School"** - An organisational unit forming part of a College or Division, responsible for offering a particular course.

**"Staff"** - Means a person who was at the relevant time employed by the University and includes professional and academic staff of the University, by contract or ongoing, as well as conjoint staff but does not include visitors to the University.

**"College"** - An organisational unit established within the University by the Council.

**"College Board"** - The principal governance committee of the College.

**"Learning Management System"** - The web-based system used to help facilitate online interactions between staff and students in their learning and teaching activities.