Third-Party Provider for Educational Delivery Procedure

Section 1 - Preamble

(1) Charles Darwin University ('the University', 'CDU') is responsible for assuring the quality of education delivered in partnership with third-party providers.

Section 2 - Purpose

(2) This procedure outlines the University's practices for engaging with third-party providers in educational delivery, which includes undertaking due diligence and ongoing review activities, ensuring third-party agreements:

a. align to CDU values and strategic delivery priorities;
b. deliver high-quality student experiences and outcomes; and
c. are implemented in alignment with CDUs educational resources, support services and teaching capability.

Section 3 - Scope

(3) This procedure applies to all University and third-party provider staff and organisational units engaged in third-party agreements for higher education coursework courses and vocational education and training courses, at all locations and campuses and via all delivery modes.

Section 4 - Procedure

(4) The University is accountable for the quality of all education and services delivered on its behalf by a third-party provider and assures this through undertaking systematic due diligence, monitoring and review activities.

(5) Third-party agreements and third-party arrangements must be drafted, executed, and managed in accordance with this procedure and the Legal Agreements Policy and Procedure.

(6) All agreements and arrangements with a foreign third-party provider must comply with the Foreign Arrangements Procedure. Contact foreign.arrangements@cdu.edu.au for advice.

(7) The University and the third-party provider will not undertake any delivery of education subject to the agreement until the Formalisation requirements under this procedure have been satisfied.

Types of third-party arrangements

(8) The following services, where delivered by a third-party provider (in Australia or overseas) in collaboration with the University, will be subject to a formal agreement:

a. Whole or partial delivery of the higher education or vocational course or unit;

b. Work-integrated or work-based learning; and
c. Education agents involved with the recruitment of prospective students. The University's relationship with education agents must also follow the International Students - Appointment and Monitoring of Education Agents Procedure.

(9) The following services are not subject to the requirements of a third-party agreement:

a. Recruitment of lecturers, trainers and assessors as contractors;
b. Engaging the services of external entity for advertising the University's courses; and
c. Engaging workplace supervisors who contribute to supplementary evidence collection.

Due diligence

(10) All new third-party agreements for educational delivery will be supported by a clear and specific business case that must:

a. assess risk;
b. provide an overview of the roles and responsibilities of the University and the third-party provider, including the:
    i. rationale and academic model of the third-party agreement;
    ii. teaching resources and staffing profile to support the delivery;
    iii. suitability and safety of the third-party provider's facilities; and
c. ensure all VET training products included in the business case are on the University's scope of registration.

(11) All business cases will be reviewed by Academic Quality and Integrity to ensure the delivery proposal meets the relevant regulatory requirements.

(12) Any potential risks identified via the business case will be escalated to Risk and Assurance.

(13) All business cases must be submitted to the Vice-Chancellor for approval.

Formalisation

(14) Following approval of the business case, the third-party agreement will be developed. The third-party agreement must:

a. explicitly detail the roles and responsibilities of the University and the third-party provider; and
b. be drafted and executed in accordance with the Legal Agreements Policy and Procedure.

(15) Academic Quality and Integrity will complete a pre-delivery compliance review of the third-party agreement for the Provost.

(16) The Provost will review and endorse third-party agreements prior to execution.

(17) All third-party agreements must be approved by an authorised officer in accordance with the Delegations Policy and Delegations Register.

(18) Accreditation of higher education course(s) and unit(s) must follow the Higher Education Course and Unit Accreditation Procedure. Registration of VET training product(s) and VET unit(s) of competency must follow the VET Course Registration Procedure.

(19) As described in the Marketing Policy, the Higher Education Course and Unit Accreditation Procedure, and the VET

Course Registration Procedure, details of the third-party agreement, including the roles of the University and the third-party provider, will be included in both the University and third-party provider published course and unit information, data, marketing material, and communicated to students prior to enrolment.

(20) Renewal and termination of third-party agreements will be undertaken in accordance with the Legal Agreements Policy and Procedure, with additional consideration to impacts or disadvantage to students.

Monitoring and review

(21) Monitoring of the third-party arrangement will be undertaken quarterly, or according to a schedule approved by the Provost, to evaluate the effectiveness of the partnership activities against the key objectives outlined in the written agreement. This will include the monitoring of:

a. student experiences, performance and achievements benchmarked and externally referenced against comparable cohorts;
b. course and unit quality;
c. adherence to legislative & regulatory requirements; and
d. key performance indicators within the agreement.

(22) A Joint Management Committee (JMC), chaired by a delegated CDU staff member must support each third-party arrangement for the delivery HE or VET courses or units. The committee will meet quarterly to review on the performance and quality of the activities. The Chair will provide copies of the minutes to the Quality Specialist - Education Partnerships and External Referencing.

(23) The Quality Specialist - Education Partnerships and External Referencing will:

a. evaluate outcomes from the JMC to identify and monitor key trends and recommend enhancement or mitigation actions to minimise risks to student learning and experience; and
b. report non-compliances and rectifications in accordance with the Comprehensive Reporting Framework.

(24) The faculty/CDU TAFE and the third-party providers must respond to reasonable requests for evidence from the Associate Director Academic Quality and Integrity, to assist with an external or internal audit or risk assessment.

Reporting

(25) Outcomes from routine monitoring activities may result in comprehensive review activities of third-party arrangements to ensure:

a. recommendations for improvement and enhancement to the student experience and outcomes are implemented where required;
b. risks to course and unit quality are mitigated; and
c. informed decision-making around agreement renewal and termination.

(26) The Audit, Risk and Compliance Committee and Academic Board may request further comprehensive review and analysis of a third-party arrangement.

(27) The Quality Specialist - Education Partnerships and External Referencing will work with the JMC to complete an action plan to address:

a. areas to improve and enhance student experience and performance; and
b. the extent and nature of the evidence required to vary a third-party arrangement.

(28) The Quality Specialist - Education Partnerships and External Referencing will report on outcomes, including recommendations, back to the Audit, Risk and Compliance Committee and Academic Board.

Regulatory reporting

(29) Changes third-party agreements, including those involving International Student delivery, may be notifiable to VET and higher education regulators and will be managed in accordance with the Material Change Procedure.

(30) The Quality Specialist - Education Partnerships and External Referencing will notify the relevant regulator within 30 days regarding the commencement and cessation of VET third-party agreements.

Section 5 - Non-Compliance

(31) Non-compliance with governance documents is considered a breach of the Code of Conduct - Employees or the Code of Conduct - Students, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the Charles Darwin University and Union Enterprise Agreement 2025 and the Code of Conduct - Students.

(32) Complaints may be raised in accordance with the Complaints and Grievance Policy and Procedure - Employees and Complaints Policy - Students.

(33) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the Fraud and Corruption Control Policy and Whistleblower Reporting (Improper Conduct) Procedure.

Status and Details

Status	Current
Effective Date	4th December 2025
Review Date	4th December 2028
Approval Authority	Vice-Chancellor
Approval Date	4th December 2025
Expiry Date	Not Applicable
Responsible Executive	Lisa Papatraianou Deputy Provost
Implementation Officer	Amanda Martin Associate Director Academic Quality and Integrity
Enquiries Contact	Amanda Martin Associate Director Academic Quality and Integrity --- Teaching and Learning Connect

Glossary Terms and Definitions

"Faculty" - An organisational and academic unit in the University that delivers courses and conducts research.

"University" - Charles Darwin University, a body corporate established under section 4 of the Charles Darwin University Act 2003. The University is comprised of the various faculties, CDU TAFE, organisational units, and formal committees, including the governing University Council and Academic Board.

"Governance document" - means policy or procedure published in the Governance Document Library. Policies and procedures are collectively called ‘governance documents’ and are often referred to as ‘policy’ or ‘University policy’.

"Higher education coursework course" - Higher education coursework courses include award courses, which lead to a qualification recognised by the AQF, and accredited non-award courses, including enabling, foundation, preparatory, bridging, study abroad, international exchange, and other types of accredited non-award courses.

"Third-party agreement" - The written agreement clearly specifying the roles and responsibilities of the University and the third-party provider in relation to educational delivery.

"Third-party arrangement" - The relationship between the University and a third-party provider, formalised via a third-party agreement.

"Third-party provider" - Any party or legal entity, including controlled entities of the University, that provides services on behalf of, or for the University, including: Other Registered Training Organisations (RTOs), higher education providers, institutions; Non-registered providers; Education recruitment agents; and Employment/job services agencies.