



Third Party Arrangements (including Commercial Activities) Policy

Version	Approved by	Approval date	Effective date	Next review
Draft v0.1	Council	XX Month Year	XX Month Year	Month Year [1 year]
Policy Statement				
Purpose	<p>This policy:</p> <ul style="list-style-type: none"> sets out the principles which apply when the University (and its Faculties, Schools, Divisions and Centres) enters into high risk arrangements with third parties (including commercial activities); establishes requirements for the approval, execution, management and review of high risk third party arrangements; and guides the University to exercise its commercial functions in accordance with the requirements of the <i>University of New South Wales Act 1989</i> (NSW) ('UNSW Act') <p>This policy fulfils the requirements of s20B of the UNSW Act.</p>			
Scope	<p>This policy applies to all staff of the University.</p> <p>Note: Controlled entities are required to implement procedures and processes which are consistent with the requirements of this policy.</p>			
Policy Provisions				

1. Introduction

The University enters into a large number of arrangements with third parties. These arrangements vary greatly in their size, value, nature and complexity. They include activities engaged in by the University in the exercise of its commercial functions.

This policy provides the overarching principles which apply to high risk third party arrangements which the University (and its Faculties, Schools, Divisions and Centres) enters into. It is designed to ensure that high risk third party arrangements are consistently and adequately evaluated, approved and managed, in a way that is appropriate to their high risk nature.

The University's Enterprise Risk Management Framework (including the Risk Appetite Statement) must be used to determine whether a proposed arrangement is within the University's risk appetite and to identify whether it is high risk or not.

To assist in that assessment, section 4.1 below contains the types of matters that require, as at the date of this policy, a risk assessment to be undertaken to determine whether or not the arrangement is high risk.

This policy operates in conjunction with existing UNSW procedures and operational processes relating to the entering and management of third party arrangements. It is not intended to, and does not, replace those procedures or processes. Instead, the policy sets out high-level principles which business units must follow when engaging with third parties on arrangements assessed as high risk. Other applicable policies and procedures must still be followed.

Business units should review any existing local documents and operating processes involving arrangements with third parties and, if necessary, tailor their processes for those arrangements that are assessed to be high risk to ensure alignment with the principles set out below.

2. Principles

The purpose of this policy is to ensure that all high risk third party arrangements (including commercial activities):

- (a) promote and support the objects of the University
- (b) align with and support the University's principal and commercial functions under the *University of New South Wales Act* and its strategic goals
- (c) are evaluated against consistent criteria and satisfy feasibility, due diligence and probity assessments prior to approval
- (d) are subject to risk assessment prior to approval and, following approval, are subject to appropriate risk and contract management measures throughout the total life of the arrangement
- (e) implement appropriate governance to address and manage any actual, potential or perceived conflicts of interests
- (f) are managed with appropriate governance that minimises risks of fraud, corruption or maladministration
- (g) are properly stored in applicable University record keeping systems
- (h) comply with all relevant legislation and University policies and procedures.

3. Identifying a third party arrangement

3.1. What is a third party arrangement?

For the purpose of this policy, a **third party arrangement** is:

- (a) any written arrangement (including in the form of a contract, agreement, Memorandum of Understanding, deed, exchange of letters or emails) between:
 - i. the University or its Faculties, Schools, Divisions or Centres; and
 - ii. a person, company or organisation which is external to the University, located in Australia or overseas, and
- (b) any activity engaged in by or on behalf of the University in the exercise of commercial functions of the University (other than those which are inextricably linked to the carrying out of the University's principal functions), including:
 - i. commercialising intellectual property
 - ii. providing services to an external party for a fee (consulting, contract research etc)
 - iii. leasing, licensing and hiring of space/facilities to an external party
 - iv. short course offerings (short, tailored and non-award courses for professional development, workshops or other events charging a fee for the delivery of continuing professional education/accreditation)
 - v. selling non-academic goods (eg. merchandise)
 - vi. establishing or participating in a partnership, trust or controlled entity (local or overseas) to carry on an activity that is predominantly commercial
 - vii. establishing or operating an unincorporated or incorporated joint venture (in which UNSW is not acquiring a controlling interest) to carry on an activity that is predominantly commercial.

Such arrangements may be variously described as a collaboration, alliance or partnership. They may or may not be legally binding in nature and will not always be expected to accrue financial benefits to the University.

3.2. What is not a third party arrangement?

The following are **not** third party arrangements for the purpose of this policy:

- (a) Agreements which create or vary an employment relationship between the University and its employees, or by which the University appoints persons to conjoint or other honorary positions. Such arrangements are governed by the University's recruitment and human resources processes.
- (b) Agreements between the University and its students for the provision of education, accommodation and other services. These arrangements are governed by the University's admission and enrolment processes, and processes which apply to the provision of accommodation and other student services.
- (c) Agreements between the University and Commonwealth, State and other funding agencies (such as the NHMRC, ARC, MRFF and CINSW) or industry partners (for example ITRP, CRCP and ARENA) for the purposes of funding research grant awards. These arrangements are managed by the University's research funding processes.

4. How to determine if a third party arrangement is high risk

Third party arrangements can vary in their level of risk, cost and complexity. While there is a need for consistency in how the University enters into and manages such arrangements, it is recognised that arrangements which are lower in risk should not be subject to the same requirements that apply to arrangements which are high risk.

All proposed arrangements with third parties must first be assessed to determine if they fall within the University's risk appetite, in accordance with the Risk Appetite Statement. Assuming an arrangement falls into the tolerance range, a risk assessment must then be undertaken by the Faculty, School, Division or Centre in line with the University's Risk Management Framework. Third party arrangements assessed as high risk are then subject to the additional controls provided in this policy.

4.1. Examples of potentially high risk arrangements

The following arrangements, in particular, must be assessed to determine if they are high risk:

- (a) The arrangement is with a high risk foreign institution, company or other entity and requires additional risk management under the foreign interference regulations.
- (b) The third party arrangement involves critical technology, critical infrastructure, Defence or national security projects or technology, or materials listed on the Defence and Strategic Goods List.
- (c) The arrangement involves a long-term (eg 5 years or more) or open-ended strategic alliance between the University and one or more local or overseas educational institutions or research institutes. Examples of existing alliances falling within this category include the PLuS Alliance, NUW Alliance and the Sydney Quantum Academy.
- (d) The arrangement involves a third party using the University's trademarks, brands or logos in a prominent way (other than purely for educational purposes), or involves the University endorsing or sponsoring that third party or its goods or services. This would include a sponsorship agreement between the University and a major sporting team.
- (e) The arrangement involves significant funding of the University by a private donor, bequests left to the University in a will, or gifts or donations provided by third parties, including those which result in the establishment of named Chairs or other positions at the University, which involve the third party obtaining naming rights to a University building or Institute, or which are provided by a foreign government.
- (f) The arrangement involves a third party developing, purchasing, leasing (except for retail purposes) or otherwise occupying the University's land or buildings. This would include contracts with third parties relating to major capital works to the University's campus, or the co-location of industry at UNSW.

- (g) Material arrangements with third party research bodies, industry groups and non-governmental organisations which support the University's research initiatives and commercial activities (except those referred to in section 3.2(c)). These include arrangements with Medical Research Institutes, the Torch Innovation Precinct, Silicon Quantum Computing and Diraq.
- (h) The arrangement involves the University making a significant investment in a third party, which may include an agreement to accept equity in that third party or extending substantial financial support to that third party by way of a loan.
- (i) The arrangement involves the commercial exploitation or development of the University's property, facilities or resources.

4.2. What arrangements are typically low risk?

Examples of arrangements which are typically low risk include:

- Engaging external consultants
- Cleaning/grounds maintenance contracts
- Security contracts
- Research collaborations with universities in Australia, the UK, US or New Zealand
- Work Integrated Learning (WIL) placements (eg student placements to local hospitals)
- Small donations or bequests not involving naming rights
- Retail leases for UNSW property
- Minor refurbishments
- Educational third party arrangements (please refer to the Framework for Managing Educational Third Party Arrangements regarding the approval, execution, management, and review of all educational third-party arrangements).

4.3. Consultation on risk levels

While the Faculty, School, Division or Centre is responsible for determining the risk level of a third party arrangement, support is available from:

- the Risk Management Unit
- the Special Advisor (International Engagement & Compliance), for advice on whether the arrangement is with a party considered at high risk of potential foreign interference
- Legal & Compliance.

4.4. Changes to existing third party arrangements

This policy applies not only to the initial engagement of a third party for a high risk arrangement, but also to any subsequent changes to that engagement. Accordingly, this policy should be used:

- (a) When an existing approved high risk third party arrangement is sought to be varied in a material way (eg its scope, price or subject matter is materially altered, or a new third party is sought to be added to the arrangement); or
- (b) When a new sub-project is sought to be initiated under the auspices of an existing third party arrangement, where the sub-project is assessed as high risk.

5. Application of this policy to Strategic Initiatives

The University often enters into arrangements which are classified as Strategic Initiatives. Strategic Initiatives include:

- (a) Business Change Projects, which are governed through the Strategic Initiative Board
- (b) Core IT Projects, which are governed through the IT Portfolio Board

(c) Capital Works Projects (Estates), which are governed through the Estates Portfolio Board.

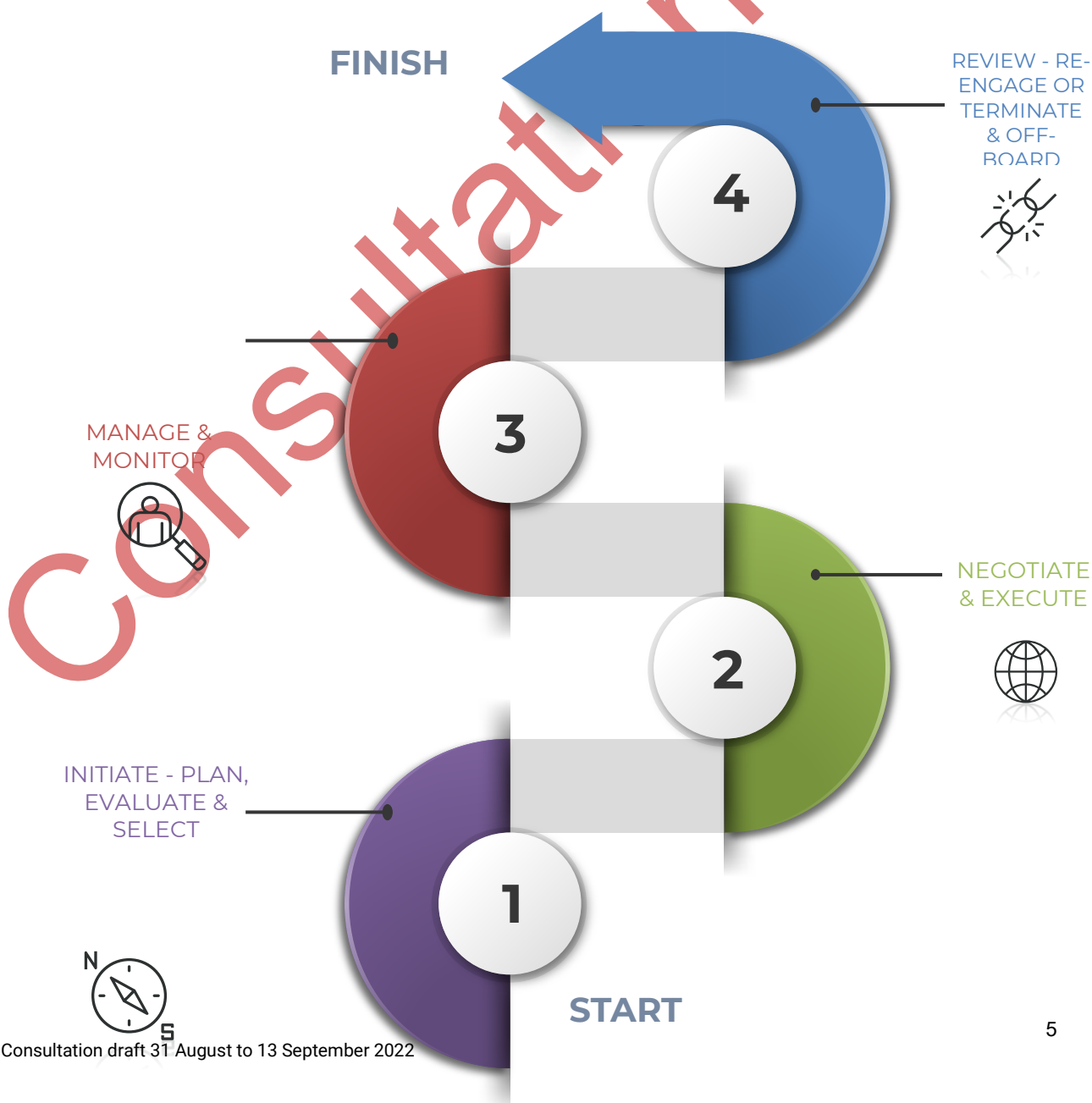
Strategic Initiatives often involve the engagement of third parties and can be high risk. The University Project Office (UPO) is responsible for overseeing the three Boards which govern Strategic Initiatives and for reporting decisions and outcomes to Management Board and other governance forums. The UPO has developed processes for the initiation, approval, management and review of projects which are Strategic Initiatives, and it is acknowledged that those processes are consistent with this policy. Any projects which are Strategic Initiatives should follow the processes developed by the UPO, which are accessible at unsw.sharepoint.com/sites/unsw-upo.

The business unit which is responsible for delivering the Strategic Initiative must ensure that records relating to the Strategic Initiative, including a record of all agreements which are signed between the University and a third party as part of a Strategic Initiative, are appropriately stored and recorded in accordance with section 7 of this policy.

6. Stages of third party arrangements

Each high risk third party arrangement is required to follow a four-stage lifecycle, as follows:

- Stage 1 – Initiate
- Stage 2 – Negotiate and execute
- Stage 3 – Manage
- Stage 4 – Review



The four stages (or gates) are required to be completed sequentially. That is, it is necessary to complete the gateway for each stage before proceeding to the next stage. The gates for each stage are as follows:

- Stage 1 – Approval of “Approval to Engage” (see **Appendix 1**)
- Stage 2 – Approval of Arrangement Sign-off Sheet and execution of agreement (see **Appendix 2**)
- Stage 3 – Management of the contract (no specific form to be completed)
- Stage 4 – Arrangement Evaluation Form (see **Appendix 3**).

An explanation of each stage, and the steps that must be undertaken at each stage before proceeding to the next stage, are set out in **Appendix 1**.

7. Records of third party arrangements

7.1. Requirement to store and record details of all third party arrangements

The business unit undertaking the arrangement must store all records relating to the third party arrangement, including the fully executed copy of the agreement (or other document by which the relevant arrangement is documented), in accordance with the University’s [Third-Party Agreement Recordkeeping Guideline](#).

In addition, when storing records, business units must ensure that the following matters are recorded:

- (a) a brief description of the subject matter of the third party arrangement
- (b) details of the parties who participate in the third party arrangement
- (c) date of execution and expiry of the third party arrangement (including options to extend the term)
- (d) the total of funds to be paid by either party to the other over the life of the arrangement;
- (e) date of the approval of the arrangement and the date it is to be reviewed
- (f) details of any appointment by or on behalf of the University to relevant boards or other governing bodies
- (g) details of any meetings at which relevant matters were considered and approved for the purposes of compliance with this policy.

The University’s other record-keeping requirements, as set out in the [Recordkeeping Policy](#) and [Recordkeeping Standard](#), must also be complied with.

7.2. Records of high risk arrangements

For high risk arrangements, in addition to the requirements outlined above, business units must also ensure that records are saved in the University’s Records & Archives Management System (RAMS) or another system of record using the classification

- (a) ‘High risk arrangements with third parties’, and
- (b) ‘University commercial activity’ (where the arrangement involves the exercise of the University’s commercial functions).

This will enable the University to comply with its obligations as regards:

- (a) the storage of its high risk and high value records (refer to the [Recordkeeping Standard](#) and <https://www.recordkeeping.unsw.edu.au/information-governance/high-value-high-risk-records> for further information); and

(b) maintaining a register of commercial activities as required under s 20C of the UNSW Act.

7.3. Arrangements worth over \$150,000

Copies of any agreements with private sector entities which are to the value of \$150,000 or more must be provided to Legal & Compliance or Strategic Procurement for inclusion in the University's Government Contracts Register. IT and Estates Management are able to directly load copies of their agreements into the system provided by Strategic Procurement. This will ensure the University complies with its obligations under the *Government Information (Public Access) Act*. Refer to section 4.19 of the University's [Procurement Procedure](#) for more information.

For any advice on the storage of records, business units should contact Records & Archives.

8. Roles and Responsibilities

The Division of Planning & Assurance has overall responsibility for:

- (a) the implementation of this policy; and
- (b) communication of the policy to all UNSW staff and controlled entities.

Accountabilities	
Responsible Officer	Deputy Vice-Chancellor Planning & Assurance
Contact Officer	Director of Risk
Supporting Information	
Legislative Compliance	This policy supports the University's compliance with the following legislation: <i>University of New South Wales Act 1989</i> <i>Government Information (Public Access) Act 2009</i>
Supporting Documents	Accounting Policy Code of Conduct Co-location of External Organisations at UNSW Procedure Conflict of Interest Disclosure and Management Policy Fraud and Corruption Prevention Policy Gift Acceptance Policy Naming Recognition Policy Procurement Policy Procurement Procedure Project Risk Management Guideline Recordkeeping Policy Recordkeeping Standard Register of Delegations Risk Management Policy Signing of Agreements and Seal Procedure Third-Party Agreement Recordkeeping Guideline
Related Documents	Competitive Neutrality and Pricing Policy Legislative Compliance Policy Legislative Compliance Procedure Research Export Controls Procedure

Superseded Documents	UNSW Guidelines for Commercial Activities (File No: 2003/1915) Operational Guide to the UNSW Guidelines for Commercial Activities			
File Number	[For Governance Use]			
Definitions and Acronyms				
Commercial activity	<p>Under section 20A of the UNSW Act.</p> <p>Commercial activity means:</p> <p><i>(a) any activity engaged in by or on behalf of the University in the exercise of commercial functions of the University, and</i></p> <p><i>(b) any other activity comprising the promotion of, establishment of or participation in any partnership, trust, company or other incorporated body, or joint venture, by or on behalf of the University, that is for the time being declared by the Guidelines to be a University commercial activity.</i></p>			
Commercial functions	<p>Under section 6(3)(a) of the UNSW Act the University has the following function:</p> <p><i>... the University may exercise commercial functions comprising the commercial exploitation or development, for the University's benefit, of any facility, resource or property of the University or in which the University has a right or interest (including, for example, study, research, knowledge and intellectual property and the practical application of study, research, knowledge and intellectual property), whether alone or with others ...</i></p>			
Object of the University	<p>Under section 6(1) of the UNSW Act, the object of the University is <i>the promotion, within the limits of the University's resources, of scholarship, research, free inquiry, the interaction of research and teaching, and academic excellence.</i></p>			
Revision History				
Version	Approved by	Approval date	Effective date	Sections modified
##	[to be completed]	[to be completed]	[to be completed]	[to be completed]

Appendix 1: Stages of third party arrangements

1. Stage 1 – Initiate

1.1. Development of an Approval to Engage for the third party arrangement

For high risk third party arrangements, an Approval to Engage (or local compliant document) must be prepared. At a minimum, the Approval to Engage must address the following:

Issue	Where to go for guidance/assistance
What is the issue/problem you are trying to solve?	UPO template Business Case
What are the deliverables/outcomes of the proposed arrangement? What other options did you consider to achieve those outcomes?	UPO benefits realisation framework
<p>Is the arrangement within the University's risk appetite, what are the risks involved in the arrangement, and how will these be managed?</p> <p>In particular, these risks must be identified:</p> <ul style="list-style-type: none"> • actual, perceived or potential conflicts of interest • potential foreign interference exposure • legislative compliance obligations (including the need to obtain relevant licences/permits) 	<p>UNSW enterprise Risk Management Framework (including the Enterprise Risk Criteria and Categories and Risk Appetite Statement)</p> <p>Project Risk Management Guideline</p> <p>Co-location of External Organisations at UNSW Procedure - Attachment 4 Risk Management Framework</p> <p>Conflict of Interest Policy</p> <p>Staff Spinout Framework</p>
<p>Can any of the risks arising from the arrangement be insured (eg. through professional indemnity and/or public liability insurance)?</p> <p>Arrangements must have the appropriate coverage for insurable risks. Details of insured and uninsured risk must be included.</p>	<p>Consultation with the University's Insurance Manager.</p>
What due diligence will be undertaken on the third party?	Consider undertaking due diligence on ownership of the third party, finances, regulatory approvals, relevant policies and any litigation
Which other policies or procedures are applicable to the arrangement?	Review Policy List. Staff involved in the arrangement must adhere to the Code of Conduct , the Conflict of Interest Policy and the Fraud and Corruption Prevention Policy , among others.
Which procurement/selection process is to be adopted?	Procurement Policy and Procurement Procedure
Who are the internal stakeholders you need to consult?	Consider the need to consult Finance, Risk, Insurance, Legal & Compliance, Divisions of Research and Academic & Student Life, as required
What governance structure and approval process is required?	<p>Register of Delegations</p> <p>University Portfolio Office – Governance, Approvals & Reporting</p>

Issue	Where to go for guidance/assistance
	Project Risk Management Guideline
What are the costs and benefits of the arrangement?	UPO benefits realisation framework
What resources are required for the arrangement?	Consider internal and external resources Project Risk Management Guideline
Who has the delegated authority to approve/sign the arrangement?	Register of Delegations

Staff should refer to the template business case (available from the UPO) for guidance when preparing an Approval to Engage. Where appropriate, development of the Approval to Engage should be conducted in consultation with relevant units of the University, such as Risk Management, Research and Enterprise, Finance (including Insurance), Legal & Compliance, Estate Management, Procurement and Human Resources. Advice may also be sought from outside the University, where necessary and appropriate. Where internal or external sources have been consulted in the preparation of the Approval to Engage, details of the advice obtained should be included in the paper.

Any other processes which apply to initiating the arrangement (such as, for high risk educational arrangements, the Framework for Managing Educational Third Party Arrangements) must be followed prior to proceeding to stage 2.

1.2. Endorsement of the Approval to Engage for the proposed third party arrangement

The Approval to Engage must be endorsed in writing by the head of the relevant business unit. The proposal shall not proceed without such endorsement.

1.3. Approval of a proposed third party arrangement

High risk third party arrangements must not be commenced or conducted unless the Approval to Engage has been endorsed by the head of the relevant business unit and approved as follows:

- For high risk arrangements, the Approval to Engage must be approved by the Management Board;
- For Strategic Initiatives, approval must be given in accordance with the processes set out for such initiatives.

Approval of a third party arrangement is not an authorisation to enter into transactions with external parties (e.g. to approve expenditure, enter into contracts or Memoranda of Understanding etc). To enter into such transactions requires the necessary financial delegation and delegation of authority (refer to the [Register of Delegations](#)) and may require legal advice. See stage 2.

2. Stage 2 – Negotiate and execute

2.1. Agreement negotiation

Once the third party arrangement has received approval in stage 1, the next stage is to negotiate a written agreement (in whatever form is appropriate for the arrangement) and have it executed by the appropriate delegate. The following issues need to be considered, at a minimum:

Issue	Where to go for guidance/assistance
Who within the business unit will negotiate the arrangement with the third party? Will a UNSW document be used?	Consider time needed to negotiate Reach out to Legal & Compliance for a suitable agreement template
Which stakeholders need to be consulted on and approve the terms of the arrangement?	Factor in the availability of stakeholders during the negotiation process Arrangement Sign-off Sheet
What terms and conditions are essential?	Consider clauses regarding ownership and use of IP, termination for convenience, indemnities, warranties, consequences of termination and appropriate continuity planning
What (if any) additional due diligence or documentation is required at the point of execution?	Consider whether there is a need to obtain insurance certificates of currency, financial statements, conflict of interest declarations and external or internal formal due diligence inquiries and/or reports
Has the full scope of the engagement been included and clearly articulated in the arrangement?	Consider all deliverables and milestones and document appropriate change control processes
If the agreement is with an overseas based entity, has the agreement been provided to the Compliance Office and/or the Special Advisor (International Engagement & Compliance) for review prior to execution (for notification under the FAS or FITS, if necessary)?	Foreign Arrangements Framework
Has the agreement been signed by the appropriate delegate?	Register of Delegations Signing of Agreements and Seal Procedure
Is a rights and obligations register needed, to clearly monitor roles, responsibilities and milestones?	
Have meeting and reporting dates been set and diarised?	
Has the third party been set up as a vendor in UNSW's finance system and a PO been raised?	Finance Business Partner
Has a copy of the signed agreement been appropriately stored, and the details required by section 7 of the Policy been recorded?	Section 7 of this Policy Third-Party Agreement Recordkeeping Guideline

2.2. Arrangement Sign-off Sheet

Before signing the agreement, an Arrangement Sign-off Sheet must be signed to ensure that all required stakeholders have been consulted, necessary approvals have been obtained and the person signing the agreement has the delegated authority to execute. A business unit may use its own contract/arrangement sign-off sheet or use the **Arrangement Sign-off Sheet** in Appendix 3 as a template if it does not have its own arrangement approval process.

This Arrangement Sign-off Sheet should be stored with the copy of the arrangement. Refer to section 7 of this Policy for more details.

3. Stage 3 – Manage

Once the agreement has been executed, it needs to be managed in an appropriate way. Some issues to consider are as follows:

Issue	Where to go for guidance/assistance
Are issues/incidents being raised and resolved in the agreed timeframe? Are they clearly articulated and documented?	Appropriate project governance (eg advisory board with all stakeholders, management committee for UNSW stakeholders)
Is the performance of the third party being managed and reported in line with the agreement terms?	Terms of the relevant agreement
Are the project/initiative meetings (if required) minuted and being signed off by the required delegates?	Appropriate project governance (eg advisory board with all stakeholders, management committee for UNSW stakeholders)
Are there variations to the arrangement that need to be agreed? Have these been documented and is funding available?	Review agreement for variation and change control process and notice requirements. Consult with Legal. Ensure all variations are also electronically stored with the original agreement
What risks and issues management process is to be used?	Consider if the agreement specifies a process
Has a review of the arrangement been scheduled at regular intervals?	Depending on the length of the arrangement, consider having a formal annual review on the anniversary date of signing
Are there other monitoring and review mechanisms at UNSW that exist and that are relevant to this arrangement?	Eg. the Academic Offering Review Procedure, for educational arrangements
Are accurate and complete records being kept, including records with respect to the evaluation, approval and review of the arrangement?	Refer to the Recordkeeping Policy for guidance.
Are the finances for the arrangement being managed in accordance with the University's finance policies and procedures? Arrangements must be fully costed (both direct and indirect costs), conducted in a competitively neutral way, all relevant taxes applied correctly (eg. FBT, GST) and any surpluses dealt with appropriately.	Refer to the following for guidance: Accounting Policy Competitive Neutrality and Pricing Policy

4. Stage 4 – Review

As the arrangement continues, consideration should be given to whether it should be left to run its course until its expiry, terminated early, or renewed at its conclusion.

As part of the review process, an arrangement evaluation form may be used to ensure that appropriate factors have been considered. A business unit may use its own evaluation form, or use the **Arrangement Evaluation Form** in Appendix 4 as a template if it does not have its own. Factors to consider as part of a review of the arrangement include:

Issue	Where to go for guidance/assistance
Has the third party's performance been reviewed in line with the arrangement or agreed process?	Consider KPIs (if any) set out in the agreement
Are there performance issues? If so, have these been clearly communicated to the third party and have they been given an opportunity to address any issues?	Project Risk Management Guideline
Is a termination of the arrangement required? If so, what options exist for termination?	Review termination provisions of the agreement. Consider seeking advice from the Legal Office, if necessary.
Is an extension of the arrangement required or desirable? If so, how will this be documented and is funding available?	Review agreement for extension process and notice requirements. Document how value for money will be obtained by extending the arrangement
Are the deliverables confirmed as meeting the required quality/standard? Who is able to verify this?	Acceptance criteria (if applicable) to be specified in the agreement
If all deliverables are met, has the handover of documents/training and risks to UNSW been confirmed?	
Has the third party been off-boarded from the UNSW IT system and handed back swipe cards/equipment and documents (if required)?	
Have all invoices been paid?	
Has a third party exit review or lessons learned process been completed? How is this communicated?	

Consultation draft

Appendix 2: Arrangement Sign-off Sheet

Use this form to record who has **approved** an arrangement before it is signed by UNSW, in accordance with the Register of Delegations.

In this form, “**contract**” means any agreement, contract, Memorandum of Understanding, T&Cs or other document requiring signature by UNSW as part of the arrangement. This form must be included in the pack of materials provided to the person signing the relevant contract.

UNSW details			
UNSW entity/entities	[Eg University of New South Wales, Faculty, controlled entity]		
Arrangement Owners / Managers	Arrangement Owner (the main person responsible for the contract)	[Name], [Title], [Division/Faculty/School/Centre]	
	Arrangement Manager / Vendor or Category Manager (the person supporting the pre- or post- agreement activities of the Arrangement Owner; sometimes this person reports to the Arrangement Owner)	[Name], [Title], [Division/Faculty/School/Centre]	
Agreement & other side details			
Name of agreement	[Eg Services Agreement, Research Agreement, Student Exchange Agreement, MoU]		
Other / External party (Add rows if multiple)	[Insert company or entity name]	ABN/ACN:	[9 or 11 digits]
Other party's Country	[ie the country in which the other party to the agreement is incorporated as an entity or company.]		
Summary / why	[Set out why are we doing this and how does it align with current strategy. Attach the Approval to Engage. Where there is significant detail required to explain the matter, attach a supporting memo or briefing document and refer to it here. Include copies of any other references to relevant documents.]		
Risks	[Set out the risks involved in the arrangement relative to the objectives, how those risks are rated, what controls will be implemented and the residual risk ratings]		
Any other related Agreements or documents	New Arrangement An arrangement related to another contract	Select “new arrangement” if this is a stand-alone agreement. If your arrangement depends on another contract, such as a head agreement or parent agreement (eg a Master Services Agreement), or an amendment, select “arrangement related to another contract”)	
	If this is an arrangement related to another contract, set out the name of the Original Contract: [Insert name of Original Contract and the details of other parties involved]		
Funding Source	[insert source of funding for the arrangement]		
Value / Financials	Type of contract	\$AUD Total Value (Whole of life)	Examples
	R&I Revenue	[Insert \$ amount or N/A]	Government or Private Funding for HERDC Research
	Revenue (non-R&I)	[Insert \$ amount or N/A]	Donation, consulting services by UNSW, sponsorship \$ received by UNSW
	Expense	[Insert \$ amount or N/A]	Procurement or purchasing activity, spend by UNSW
	Lease or Licence	[Insert \$ amount or N/A]	Property lease (either as lessor or lessee) or a property licence.
	Non-Financial	N/A	MoU with no \$ value
Time / Duration	Start Date [Date]	End Date	[Date / describe scope completion if no end date]

	Term length [months/years]	Extensions / Further Terms [eg 2 x 1 year extensions]
	Automatic rollover? No Yes	If Yes: what date do we need to give notice to stop the rollover? [Date / NA]
UNSW approvals & advice		
Management Board	Approval obtained on [insert date] (attach record of approval)	
Legal	Advice provided by UNSW or external lawyer: [Name of Lawyer who provided advice] (attach advice)	
	Advice not required [insert why]	
Insurance	Advice provided by UNSW Insurance Manager on insurance issues (attach advice)	
	Advice not required [insert why]	
Risk advice / assessment	Advice not required [insert why]	
	Contract Owner has already considered the tools and guidance for Risk Management as set out in the Risk Management Framework and Third Party Arrangements Policy	
	Risk/Compliance advice obtained: [Name of Risk advisor or N/A]	
Foreign entity reporting	Not required: This is not a contract between UNSW and a foreign entity, and it is not related to another contract between UNSW and a foreign entity.	
	Completed: Contract owner has notified/obtained advice from Legal & Compliance and/or the Special Advisor, (International Engagement & Compliance) on foreign arrangements/foreign interference issues (attach)	
Any other people who have approved this arrangement (eg as required under a Research, Procurement or other Policy, or the Register of Delegations)	[Insert names of person/s or committees who have provided approval in accordance with the financial, subject matter or other criteria in the Register of Delegations. Attach copies of any documents recording the approvals.]	
Authorised UNSW Signatory (Refer to Register of Delegations)	[Insert name/s of UNSW person/s who will sign the agreement on behalf of UNSW, and the section of the Register of Delegations which authorises them to sign.]	
Signature of requesting officer		
I have read and understand the terms of the agreement and am satisfied that it is in the best interests of UNSW. I have obtained all approvals and recommend the agreement for signing.		
Name and title:	Signature:	Date:
Approval of authorised UNSW Signatory		
I approve the agreement and have signed it on behalf of UNSW.		
Name and title:	Signature:	Date:

Appendix 3: Arrangement Evaluation Form



Arrangement Evaluation Form

Agreement Name/Number	[click to insert]	
Other party details	Name:	[click to insert]
	ABN (if applicable):	[click to insert]
	Address:	[click to insert]
Term of the Arrangement	From [date] to [date]	
Arrangement Type	Services/Consultancy	<input type="checkbox"/>
	Gift/donation/sponsorship	
	Goods/Asset Purchase	<input type="checkbox"/>
	Other	Please describe _____
Arrangement Description	[describe what the Arrangement was for]	
Objectives	What were the objectives of the Arrangement? Were they met?	[click to insert]
Risks	What risks were identified? Were the risks appropriately managed?	[click to insert]
Deliverables	Were the deliverables delivered on time and within budget?	[click to insert]
KPIs/Service Levels	Were the KPIs or Service Levels met?	[click to insert]
Variations	Was the Arrangement varied? Why?	[click to insert]
Issues/disputes	Were there any issues or disputes? Were these managed appropriately?	[click to insert]
Relationship	Did you have a good relationship with the other party?	[click to insert]
Recommendation	Would you use the other party again?	[click to insert]
Comments	[Please keep your comments succinct and objective, providing examples where appropriate. Avoid using any emotive language]	