

Policy: Third Party Providers

I. Scope

This Third-Party Providers Policy (“Policy”) applies to all Third-Party Providers engaged by the Cooper Union to deliver services as defined in Section II, *Definitions*. Services covered by this policy include:

- The types of third-party provider arrangements covered include but are not limited to the following as stated in the MSCHE Third-Party Providers Procedures (pp.1-2):
- The delivery of student learning opportunities such as non-credit, workforce development, internships, clinical experiences, student teaching, and/or credit-bearing educational programs, as those terms are defined by MSCHE (Standard III and IV);
- Student support services such as advising, counseling, tutoring, international student management (such as English as a Second Language (ESL) support), marketing, recruitment, advertising, campus safety, food, or dining services (Standard IV);
- Services for the assessment of student learning (Standard V); and
- Operational or business functions of the institution such as procurement, information technology, or human resources (Standard VI).

Contracts solely for goods, books, supplies, products, equipment or software programs are not subject to this policy.

This Policy is specifically intended to comply with the Third-Party Providers Policy of the MSCHE and Department of Education regulations.

II. Policy Statement

This Policy establishes guidelines for the selection, oversight, and evaluation of Third-Party Providers to ensure that all Services align with the Cooper Union’s mission, goals, and accreditation standards, including those set by the Middle States Commission on Higher Education (MSCHE) and the U.S. Department of Education (DOE). This Policy is intended to establish requirements to ensure the quality, integrity, and transparency of all activities conducted by Third-Party Providers to provide Services for The Cooper Union.

III. Definitions

Agreement: A formal written agreement between The Cooper Union and a Third-Party Provider that outlines the roles, responsibilities, and expectations of both parties to provide services as set forth in the definition of Third-Party Provider. The agreement is initiated by a sponsoring administrator.

Articulation agreement. An agreement between or among institutions of higher education that specifies the acceptability of courses in transfer toward meeting specific degree or program requirements. These types of agreements do not require Commission approval prior to implementation.

Educational Program: An authorized postsecondary program of organized instruction and study that leads to an academic, professional, or vocational degree, or certificate, or other recognized educational credential, or is a comprehensive transition and postsecondary program, as described in 34 C.F.R. § 668 subpart O; and (ii)

May, in lieu of credit hours or clock hours as a measure of student learning, utilize direct assessment of student learning, or recognize the direct assessment of student learning by others, if such assessment is consistent with the accreditation of the institution or program utilizing the results of the assessment and with the provisions of § 668.10.

Outsourcing. An agreement in which one entity hires another entity to provide a service or program which otherwise is or could be carried out internally.

Services: Services to be explored are those provided by Third-Party Providers to Cooper Union including:

- The delivery of student learning opportunities such as non-credit, workforce development, internships, clinical experiences, student teaching, and/or credit-bearing educational programs;
- Student support services such as advising, counseling, tutoring, international student management (such as English as a Second Language (ESL) support), marketing, recruitment, advertising, campus safety, food, or dining services;
- Services for the assessment of student learning;
- Operational or business functions of the institution such as procurement, University-sponsored travel, information technology, or human resources.

Student learning opportunities. Various types of educational experiences which are covered under Standard III and IV, including but not limited to non-credit, workforce development, internships, clinical experiences, student teaching, study abroad, and/or credit bearing educational courses.

Third-Party Provider: an external entity, institution, or organization that provides Services to The Cooper Union under an Agreement, MOA. The term Third-Party Providers does not include third parties with whom the University contracts solely for goods, books, supplies, products, equipment, or software programs.

Title IV of the Higher Education Act of 1965 or Title IV: Refers to federal financial aid programs under the Higher Education Act of 1965, as amended, which provide funding to eligible students and institutions.

Transfer agreement. An agreement typically between institutions in the same system or between institutions of higher education within the same service area. The determinations for transfer of credit will be based on local/campus equivalencies and without reference to fulfillment of specific requirements for a degree or credential. These types of agreements do not require Commission approval prior to implementation.

School: The Cooper Union for the Advancement of Science and Art (aka The Cooper Union or “Cooper”); including its Schools of Architecture, Art and Engineering, and the Faculty of the Humanities and Social Sciences.

Software as Service: Software as a Service (SaaS) is a cloud-based software delivery model where applications (e.g., MS Office 365 and Slate) are hosted by the software provider and accessed over the internet via a web browser.

Written arrangement: A written arrangement is where an institution outsources some portion of one or more of its educational programs or educational business operations to a third-party provider that is not accredited. For purposes of substantive change, the institution is outsourcing more than 25 percent of credit-bearing educational programs to another institution or organization that is not certified to participate in Title IV HEA programs.

IV. General Responsibilities and Procedures

The Cooper Union retains ultimate responsibility for the quality and integrity of all Services, regardless of whether they are delivered directly or through a Third-Party Provider. All Agreements with Third-Party Providers must align with the University's mission, strategic goals, and accreditation requirements. Third-Party Providers must meet high standards of quality and effectiveness, as determined by The Cooper Union.

Third-Party Providers must agree to adhere to all applicable laws and regulations, including the Family Educational Right to Privacy Act (FERPA), Title IV of the Higher Education Act of 1965 (Title IV), and student privacy and consumer protection requirements. Cooper Union will regularly assess the performance of Third-Party Providers to ensure compliance with contractual obligations, accreditation standards, and applicable laws and regulations.

All Agreements with Third-Party Providers must clearly define the roles, responsibilities, and performance expectations for the Third-Party Provider, and will specify that The Cooper Union will maintain oversight of all Services to ensure compliance with accreditation requirements, including MSCHE requirements, and all applicable laws and regulations.

If there is the appearance of misrepresentation or mischaracterization of the relationship with the Third-Party Provider, the role of the Third-Party Provider and/or any services that they may provide, the Commission may take any action available to it in accordance with *Accreditation Actions Policy and Procedures*.

A. Compliance with Law and Accreditation Requirements

This policy sets forth how The Cooper Union will comply with all DOE regulations, including the requirements set forth in 34 C.F.R. § 668.5, and all requirements set forth by all accrediting organizations, including MSCHE. This entails the following practices, **B – G**.

B. Selection of Third-Party Providers

The Cooper Union will conduct a thorough vetting process to ensure that Third-Party Providers have the expertise, resources, and reputation to deliver high-quality Services. Cooper Union's review process will further ensure that Providers demonstrate compliance with MSCHE standards, other relevant accreditation requirements, and all relevant laws and regulations, particularly those in protection of personally identifiable information [PII] and cybersecurity. Agreements will entail review by the sponsoring administrator, Controller, Chief Technology Officer, and the Office of the President's VP and Chief of Staff who will also assess the need for legal review.

C. Agreements

Any contract, articulation agreement, or transfer agreement with a Third-Party Provider must ensure that The Cooper Union retains responsibility for management, assessment, oversight and support of the third parties that deliver services and programs on its behalf.

All such Agreements shall include the following, at a minimum:

- Description of the Services to be provided by Cooper Union;
- Description of the Services to be provided by the Third-Party Provider, including how such Services will be delivered and what percent, if any, of credit-bearing educational programs the third-party will deliver;
- Term of the Agreement;
- The institution that will award credit and degree(s), if applicable;
- Compensation for Services by each party, including faculty;
- Terms of evaluation
- Conditions under which the Agreement may be terminated and/or renewed;
- Protections for students if the Agreement is terminated or amended, if applicable;
- Protections for the secure maintenance of student records, if applicable;
- Procedures for addressing grievances; and
- Venue(s) for addressing perceived breach of contract, including appropriate legal jurisdictions.

In addition, any agreement must ensure that The Cooper Union retains responsibility and oversight, including regular evaluation of the following functions:

- Teaching and instruction;
- Marketing, advertising, and recruitment materials;
- Admissions criteria;
- Tuition and fees;
- Enrolled student records, including measures for privacy and security of such records;
- Faculty qualifications and appointment;
- Curriculum planning and development;
- Course/program content and rigor, including any intellectual property;
- Outcomes assessment for student learning;
- Academic advising, counseling, tutoring, and support services;
- Awarding of course credit, degrees, or credentials; and
- Transcripts.

D. Approvals

The Cooper Union must obtain internal and external approvals for any third-party arrangements as set out in its academic and non-academic policies, including its Contracts Policy, or as otherwise required by the College's Board of Trustees, NYSED, US DOE, MSCHE or other accrediting body.

The Controller will steward the internal review of Third-Party Agreements by key principals including:

- Chief Financial Officer to address financial thresholds;
- Chief Technology Officer to address software and “software as service” priorities regarding privacy and cybersecurity;
- Chief of Staff and VP to explore potential legal considerations and campus impacts.

In any case where the College plans to outsource 100% of its key business operations or functions (e.g., IT, maintenance, security, etc.), there must be express approval from the President.

In any case where the College plans to enter into a contract with an institution, whether a state-run, private for-profit or non-profit organization, to administer any aspect of the College’s participation in any Title IV HEA program, there must be express approval from the President.

The College must obtain prior written permission, in the form of a substantive change request, from MSCHE in the following scenarios:

- When a Third-Party Provider will deliver 25% or more of an educational program;
- When the institution outsources some portion of one or more of its educational programs or educational business operations to a Third-Party Provider that is not accredited by the US Department of Education recognized accreditor and is not certified to participate in Title IV programs, or
- When an online program manager (OPM) will deliver 25% or more of a credit-bearing educational program.

Further, the College must provide required notifications or obtain prior approvals from MSCHE in cases where less than 25% of a credit-bearing educational program is provided by a Third-Party Provider.

E. Accuracy of Public Information

In accordance with MSCHE guidance regarding Third Party Agreements, Cooper Union will maintain oversight of all marketing, advertising, and recruitment activities conducted by Third-Party Providers to ensure accuracy in how the Service is represented. Specifically, Cooper Union will ensure that all information related to its relationship with a Third-Party Provider is accurate, including information on Cooper’s website, in any tangible written materials, and in all required disclosures to the public, accrediting organizations, and any government entity. Written arrangements or contracts that outsource marketing, recruitment, and advertising to third-party providers will be scrutinized to ensure that Cooper Union maintains control of how the program or service is represented. Any misrepresentation of the relationship with the third-party provider, their role or any services they provide is subject to scrutiny by the Commission in accordance with Accreditation Actions Policy and Procedures.

All information and disclosures about Third-Party Providers will include the following:

- A description of the Agreement, in clear, concise, student-focused language;
- Information related to the Services that the other entity will provide;
- Description of the roles and titles of staff from the Third-Party Provider who will provide the Services;
- Method of delivery for the Services that the University does not provide; and

- And if relevant, the estimated additional costs that students may incur as a result of enrolling in an Educational Program offered through the Agreement.

F. Record-Keeping

Cooper Union's Controller will maintain a file containing all fully executed Agreements and Inventory of all Third-Party Arrangements. The Inventory will be centrally located such that the institution or representatives of MSCHE have access for regular review. At a minimum the College will maintain the following:

- A. Complete list of third-party providers delivering student learning opportunities,
- B. Name of educational program, percent of program, and description of services
- C. Written arrangement with the Third-Party-Provider, and
- D. Evidence of evaluation of the Third-Party Provider.

G. Review and Assessment

The sponsoring administrator, vice presidents and other responsible personnel will regularly assess and evaluate all Third-Party Providers and the Services they provide. This assessment and evaluation will occur at least once every three years but may occur more frequently if necessary. The Points of Contact will be responsible to develop and implement appropriate assessment for instance, surveys, student feedback, on-time completion of work, etc.; review assessment results; and use feedback to take appropriate action.

The assessment should be conducted by the Cooper Union staff knowledgeable about the program and the Services provided by the Third-Party Provider, accrediting requirements, and the requirements of this Policy. The assessment findings will be provided in a report for review by the Controller, the Business office and office of Institutional Effectiveness and the ALO. If the assessment and evaluation suggest that action by Cooper Union is required to maintain the quality of the program or Services, Cooper Union will document that follow-up action.

Cooper Union staff who are seeking to engage with Third Party Service providers will be made aware of this policy and the requirement for review and assessment, such that measures of effectiveness and an assessment plan are put forth to the office of institutional effectiveness and ALO in tandem with the Service Agreement.

H. Data Security and Privacy

Third-Party Providers must comply with all applicable data security and privacy laws, including FERPA, the General Data Protection Regulation (GDPR), the Graham Leach-Bliley Act (GLBA) and any other state, federal, or international laws and regulations. Cooper Union's Chief Technology Officer will ensure that all Agreements with Third-Party Providers are reviewed against this requirement.

V. Implementation of the Third-Party Providers policy

Implementation of the Third-Party Providers Policy

1. A sponsoring administrator contemplating the use of a Third-Party Provider's ("TPP") services determines that the party's reputation, expertise, and resources are of the quality-level required to deliver services in the name of The Cooper Union, and that the proposed contract price is competitive and reasonable. This determination is documented on a Vendor Selection Form.
2. The sponsoring administrator forwards a copy of the proposed contract and completed Vendor Selection Form to the Controller for review. The Controller reviews the Vendor Selection Form for reasonableness and assesses whether the contract includes all provisions required by the institution's Contract Review Checklist. For contracts greater than \$10,000, the Controller forwards his documented review and the contract copy to the Vice President – Finance for review and eventual signature (once the steps below have been completed).
3. The Controller forwards the contract to:
 - The Accreditation Liaison Officer ("ALO") to confirm whether it falls within the scope of the Third-Party Providers Policy and to vet the contract for potential MSCHE or NYSED implications. (If the ALO confirms that the contract falls within the scope of the Policy, the Controller adds it to the cloud-based TPP Contract Inventory.)
 - The Chief Technology Officer ("CTO") to identify any potential risks with respect to PII protection, FERPA or GDPR compliance, cybersecurity, etc.
 - The Chief of Staff to identify any campus impact or legal considerations that should be addressed.
4. If the Controller, ALO, CTO, or Chief of Staff identify any required modifications to the contract, the Controller communicates them to the sponsoring administrator who works with the TPP to have the contract modified accordingly.
5. Specific Considerations to be addressed in the Agreement include:
 - Protections for students if the Agreement is terminated or amended, *if applicable*.
 - Protections for the secure maintenance of student records, *if applicable*.
 - Procedures for addressing grievances, *if applicable*. The student complaint policy provides guidance for advancing grievances to Cooper Union; MSCHE; and OCR.
6. The Controller maintains a record of Agreements and the TPP Inventory.
7. The sponsoring administrator will coordinate an assessment of the efficacy of the Agreement every three years.

VI. Related Policies

- Financial Conflict of Interest
- Exchange Program Protocols
- Family Educational Rights and Privacy Act (FERPA)
- Privacy
- General Data Protection Regulation (GDPR)

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