

RTO 1.09 Third Party Arrangements and Agreements

1. Policy Purpose

From time to time the Institute may enter into third party arrangements with external providers to deliver and assess skill sets, units of competency and/or qualifications within its scope of registration. The Institute will do this in order to improve access to its teaching and assessment services and/or respond to increased demand.

The purpose of this policy is to ensure the Institute complies with the Standards for Registered Training Organisations (RTOs) 2015 ('the Standards'), related to third-party arrangements.

2. Policy Statement

The Institute will ensure that all third-party arrangements to deliver teaching and assessment on its behalf are formal, documented agreements that comply with the Standards. The Institute will monitor and review these agreements.

3. Scope

This policy relates to all third-party arrangements with any company or organisation delivering training and/or assessment services on behalf of the Australian Institute of Social Relations, under a formal third-party agreement.

4. Definitions

- 4.1 **NRT** – Nationally Recognised Training Package
- 4.2 **AQF** – Australian Qualification Framework
- 4.3 **The Institute** – The Australian Institute of Social Relations
- 4.4 **ASQA** – Australian Skills Quality Authority
- 4.5 **CEO** – Chief Executive Officer of Relationships Australia South Australia Ltd.

5. Procedures

5.1. WHAT REQUIRES A WRITTEN AGREEMENT?

- 5.1.1. The types of services provided by third parties to the Institute that must be articulated in a written agreement are:
- training and/or assessment of training products within the Institute's scope of registration;
 - educational and support services; or
 - recruitment of prospective learners (note that if a party is directly engaging in two-way communication with individual prospective learners about undertaking training and/or assessment at the Institute, they are undertaking activities related to the recruitment of prospective learners).
- 5.1.2. The types of services that do not fall within these requirements of the Standards include hiring trainers and/or assessors as contractors (contract of employment situation) or arrangements for advertising the services provided by the Institute. This also does not apply where a person contributes evidence of competency, e.g. in the case of workplace supervisors in traineeship or apprenticeship arrangements (although the Institute may nevertheless decide to commit such arrangements to writing).

5.2. ESSENTIAL CLAUSES

- 5.2.1. Each written agreement involving the provision of services to the Institute by a third party must include clauses to the following effect:
- The third party must cooperate with the VET Regulator by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services, and
 - The third party must cooperate with the VET Regulator in the conduct of audits and the monitoring of its operations.

5.3. NOTIFYING ASQA

- 5.3.1. The Institute will notify ASQA:
- of any written agreement entered into for the delivery of services on its behalf (as required by this policy) within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first, and
 - within 30 calendar days of the agreement coming to an end
- 5.3.2. The Institute manager will ensure that all written third-party arrangements and agreements are included in the Register of Agreements that is maintained by the CEO of Relationships Australia South Australia Ltd.

6. Roles and Responsibilities

6.1. RESPONSIBILITIES OF THE INSTITUTE

6.1.1. Pursuant to the Standards for Registered Training Organisations (RTOs) 2015, the Institute is responsible for all services delivered under its registration, regardless of where these are conducted. This responsibility applies to all of the Institute's obligations as an RTO, including:

- providing data
- cooperating with ASQA
- complying with advertising and marketing standards
- informing prospective learners
- ensuring that the requirements within the Standards concerning professional development of trainers and assessors are met
- dealing with complaints and appeals
- collecting fees
- recordkeeping

6.1.2. The Institute will ensure that it has sufficient strategies in place and resources available to monitor services provided by third parties so that compliance with the Standards is achieved at all times. These strategies will include site visits to validate training and assessment practices; regular provision of documentary evidence from relevant third parties; regularly scheduled progress meetings.

6.2. RESPONSIBILITIES OF THE THIRD PARTY

- 6.2.1. Adhering to the terms of the agreement
- 6.2.2. Providing information to ASQA if directed upon request
- 6.2.3. Providing information to the RTO upon request.

6.3. RESPONSIBILITIES OF THE RTO MANAGER

The RTO Manager is responsible for ensuring:

- 6.3.1. The third-party agreement is current where training and or assessment services are being conducted by a third party on behalf of the Institute
- 6.3.2. the terms of the third-party agreement are observed across the life of the arrangement.
- 6.3.3. ASQA is notified when a third-party arrangement begins or ends within the specified timeframe.