



PP-26 Third Party Agreements Policy and Procedures

Purpose

This Third-Party Agreements Policy and related procedures are designed to assist Australian Institute of Science and Technology (AIST) in establishing mutually beneficial partnerships with, and monitoring the performance of, third party organisations which provide training, assessment, marketing, brokering or other Services on its behalf.

This policy and related procedure complies with Clause 2.3 and 2.4 of the Standards.

Definitions

ASQA means Australian Skills Quality Authority which is the national VET regulator and the RTO's registering body

Broker means an individual or organization that markets the courses of the RTO and/or recruits prospective students.

Brokerage means the agreement between a broker and an RTO for the broker to conduct services on the RTO's behalf.

Partner means an individual or organization that delivers training and assessment on behalf of the RTO.

Partnership means the agreement between a partner and an RTO for the partner to conduct services on the RTO's behalf (sometimes referred to as an au spicing arrangement).

RTO means Registered Training Organization

Services means training, assessment, related educational and support services and/or activities related to the recruitment of prospective learners. It does not include services such as student counselling, mediation or ICT support.

Standards means the Standards for Registered Training Organizations (RTOs) 2015 from the VET Quality Framework

Policy

1. As an RTO, Australian Institute of Science and Technology (AIST) is responsible for ensuring the quality and compliance of all Services delivered under its registration regardless of where and by whom these are conducted. For this reason, Australian Institute of Science and Technology (AIST) has in place a written agreement with any third party that provides Services on its behalf including individuals and organisations that:
 - Provide training and assessment on the RTO's behalf
 - Provide educational and support services to the RTO's students
 - Market the RTO's courses
 - Recruit prospective students.



Australian Institute of Science and Technology

RTO Code: 30645 CRICOS Provider Code: 03677G

ABN: 13 103 369 151 ACN: 103 369 151

Level 2, 206–208 Liverpool Road, ASHFIELD NSW 2131 Australia

Ph: +61 2 8021 3335

www.aist.edu.au

info@aist.edu.au

2. Written agreements will explain what is expected from each party in detail and will be signed prior to the provision of any Services.
3. All third parties are required to cooperate with ASQA in the provision of information and the conduct of audits.
4. All third parties will be monitored closely to ensure the requirements of the written agreement are adhered to.
5. Organisations or individuals wishing to become a partner, broker or other third-party providing services on behalf of Australian Institute of Science and Technology (AIST) will be required to complete a Third-Party Application Form so that the goals of the third party can be met.



Procedures

Procedure	Responsibility
<p>Collect completed <i>Partner and Broker Application Form</i> from potential partner/broker.</p> <ul style="list-style-type: none">To determine the suitability of the arrangement, the applicant will be required to complete the <i>Partner and Broker Application Form</i> which will provide an overview of:<ul style="list-style-type: none">The reasons for the partnering/brokerage arrangementThe target marketThe expected duration of the arrangementThe expected support to be provided by Australian Institute of Science and Technology (AIST) during the partnership arrangement andThe resources available for the program.Organizations wishing to go into a third party arrangement which is not a partnership for delivery of training and assessment, or a brokerage for promoting the RTO's courses, are not required to fill in an Application Form. Suitability for these other third party arrangements may be established less formally through meetings and verbal discussions.	Third Party
<p>Review the suitability of the arrangement</p> <ul style="list-style-type: none">Before establishing an agreement Australian Institute of Science and Technology (AIST) is responsible for reviewing the suitability of the arrangement between the parties, to not jeopardize the quality of training and assessment and/or to ensure the ethical marketing of their products and services.Conduct due diligence checks on the third party as appropriate by checking references, conducting ASIC searches, conducting google searches and so on.	AIST Management Team

1. Establishment of Agreement

Procedure	Responsibility
<p>Conduct third party background checks</p> <ul style="list-style-type: none">Where it is determined that a Partnership or Brokerage arrangement is beneficial for the RTO, Australian Institute of Science and Technology (AIST) will conduct due diligence and background checks on the Third Party or Broker/marketing agent prior to developing an agreement.	CEO



Procedure	Responsibility
<p>Collect quality documentation and checklist</p> <ul style="list-style-type: none">• To ensure that quality of training and assessment is maintained Australian Institute of Science and Technology (AIST) will conduct the following quality checks according to its policies and procedures (where applicable):<ul style="list-style-type: none">– Verification of the Partnering organization's training and assessment staff qualifications and the mapping of these to the qualifications delivered according to Australian Institute of Science and Technology (AIST)'s <i>Skilled Educators Policy & Procedures</i>.– Industry Consultation where a new Training & Assessment Strategy is being used, according to Australian Institute of Science and Technology (AIST)'s <i>Training & Assessment Policy & Procedures</i>.– Validation where Third Party's Assessment Resources are intended to be used in assessment according to Australian Institute of Science and Technology (AIST)'s <i>Assessment Validation Policy & Procedures</i>.	CEO
<p>Draft agreement between parties</p> <ul style="list-style-type: none">• For Broker agreements include:<ul style="list-style-type: none">– The responsibilities of each party, including who is responsible for the recruiting of prospective learners.– Ensuring that Australian Institute of Science and Technology (AIST) has ultimate control and oversight of all operations undertaken by the brokering/marketing agent and is responsible for the quality of all marketing materials and advertising.– The responsibility of Australian Institute of Science and Technology (AIST) to review procedures and ensure that marketing materials developed by the broker/marketing agent include clear information about the brokering arrangement and Australian Institute of Science and Technology (AIST)'s ultimate right to cancel or suspend the agreement at any time– An area for both parties to sign and date.• For partner agreements include:<ul style="list-style-type: none">– The responsibilities of each party, including the responsibility for the recruiting of prospective learners as well as for responding to a complaint or appeal against the Third Party or the Australian Institute of Science and Technology (AIST)– The responsibility of both parties to respond to learners queries when contacted by them at any time	CEO



Procedure	Responsibility
<ul style="list-style-type: none">– The Australian Institute of Science and Technology (AIST)'s ultimate control and oversight of all operations undertaken by the Third Party and responsibility for the quality of training and assessment provided, as well as for the issuing of all qualifications and statements of attainment– The regular review of procedures by the Australian Institute of Science and Technology (AIST) and the conduct of internal audits on a regular basis– Any funding arrangements in place by the Third Party– Australian Institute of Science and Technology (AIST)'s ultimate right to cancel or suspend the agreement at any time.– An area for both parties to sign and date.• For other types of third party agreements, ensure the agreement includes:<ul style="list-style-type: none">– The specific responsibilities of each party– Australian Institute of Science and Technology (AIST)'s ultimate control and oversight of all operations undertaken by the Third Party– Australian Institute of Science and Technology (AIST)'s ultimate right to cancel or suspend the agreement at any time.– An area for both parties to sign and date.	
<p>Check all agreement requirements</p> <ul style="list-style-type: none">• Use Australian Institute of Science and Technology (AIST)'s <i>Partner and Broker Agreement Checklist</i> to ensure all applicable steps have been completed and/or documentation received.	CEO

2. Induction

Procedure	Responsibility
<p>Conduct induction with third party organisation's relevant people.</p> <ul style="list-style-type: none">• Induct third party into Australian Institute of Science and Technology (AIST)'s legal requirements, processes and procedures including those around:<ul style="list-style-type: none">– Governance– Workplace Health and Safety– Privacy and protection of student personal information	CEO



Procedure	Responsibility
<ul style="list-style-type: none">– Equal Opportunity and Anti-Discrimination– Disability and Working with Children Acts– Other legislation according to Australian Institute of Science and Technology (AIST)s Legislation and Regulations Guide.– The VET Quality Framework requirements– Marketing and advertising requirements (where applicable)– Training and assessment practices (where applicable)	

3. Monitoring and reviews

Procedure	Responsibility
<p>Conduct monitoring reviews of Third Party arrangements</p> <ul style="list-style-type: none">• Reviews should occur at least every twelve months and more often depending on risks.• Risks to consider include the volume of students involved in the arrangement, the amount of responsibility the third party is given, their relevance to the RTO's compliance and industries to which the third party is involved.<ul style="list-style-type: none">– The third party's proven ability to meet the requirements of the agreement– The third party's compliance with the agreement– Alignment of goals and objectives between the third party and Australian Institute of Science and Technology (AIST)– Australian Institute of Science and Technology (AIST)'s strategic goals– Funding Body requirements (where applicable) and/or Australian Institute of Science and Technology (AIST)'s contractual obligations according to funding providers.• Ensure any of the above issues identified in monitoring reviews are promptly resolved according to agreed timeframes, or, that agreement is terminated and training and assessment activity ceased where this is not possible.	CEO



4. Complaints involving a third party

Procedure	Responsibility
<p>Investigate and act on complaints involving a third party</p> <ul style="list-style-type: none">• Where there is a complaint involving a third party, the <i>Complaints and Appeals Policy and Procedures</i> should be followed.• The Third Party should be involved in the investigation and/or response to the complaint as applicable.• The CEO may decide to suspend a third party agreement while a complaints investigation is ongoing that involves a third party.	CEO

5. Collect feedback from third parties

Procedure	Responsibility
<p>Collect regular feedback from third parties</p> <ul style="list-style-type: none">• Use discussions and review meetings to collect feedback from the third party to contribute to Australian Institute of Science and Technology (AIST)'s operations.• Use this feedback to contribute to the continuous improvement processes of Australian Institute of Science and Technology (AIST) as outlined in the Quality Management Policy and Procedures.	CEO