

THIRD PARTY ARRANGEMENTS POLICIES AND PROCEDURES

1. PURPOSE

The Lan-Grove Office Training Centre Pty Ltd trading as The Sydney Business and Travel Academy and The Sydney English Language Academy herein known as “The Academy” acknowledges that it is accountable for the quality of training and assessment provided on its behalf. Therefore, The Academy will ensure that any third-party arrangements are underpinned by a clearly articulated agreement that fully expresses the roles and responsibilities of each party and that the arrangements are monitored on an ongoing basis. The level of documentation and monitoring will be appropriate to the level of complexity of the arrangements with our partners and the level of risk to the quality of training and assessment outcomes for our students.

The purpose of this policy is to ensure that any partnerships and third party arrangements entered into by The Academy comply with regulatory and legislative requirements.

2. Policy Statement

The Chief Executive Officer will ensure that The Academy is responsible for all services delivered under its registration, regardless of where these are conducted, including in other countries. This responsibility applies to all The Academy’s obligations as an RTO, including:

- providing data
- cooperating with Australian Skills Quality Authority (ASQA)
- complying with advertising and marketing standards
- informing prospective learners
- dealing with complaints and appeals
- collecting fees, and
- recordkeeping

The Academy is committed to having a written agreement with any third party that delivers services under The Academy registration, such as:

- training and/or assessment of training products within The Academy’s scope of registration
- educational and support services, or
- recruitment of prospective learners

3. Informing ASQA (the National VET Regulator)

When entering into or concluding a third party arrangement either with an RTO or non RTO partner, the Chief Executive Officer will ensure it arranges formal notification to ASQA of any written agreement entered into under Clause 2.3 of the Standards for RTOs 2015 for the delivery of services on its behalf within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and informing ASQA within 30 calendar days of the agreement coming to an end.

3.1. Written Agreement

The Academy will enter into a written agreement with a Third Party which will be a formalised arrangement with a “Third Party Agreement. The Chief Executive Officer will ensure that The Academy will maintain a Register of Partnership Agreements of all such agreements and shall forward a copy of the agreement to the other party. These partnership arrangements shall have specified time limitations and shall be reviewed annually to ensure the arrangement remains in the interests of The Academy.

3.2. Monitoring partnership arrangements

- a) Once agreements have been established, The Chief Executive Officer will monitor these arrangements to ensure that both parties are meeting their obligations and that the services being provided comply with the Standards for Registered Training Organisations 2015. The Chief Executive Officer will monitor arrangements through:
- Regular management liaison;
 - Student feedback survey;
 - Site visits;
 - Self-Assessments;
 - Shared assessment moderation; and
 - Shared professional development activities
- b) The Chief Executive Officer will also ensure that:
- all activities related to the recruitment of prospective learners about undertaking training and/or assessment at The Academy may only be undertaken by a third party where these activities are subject to a written agreement.
 - written agreement will include detail of the responsibilities and obligations and what is expected of each party to the agreement. The written agreement will require that any third party delivering services must cooperate with ASQA in the provision of information and in the conduct of audits and other monitoring activities.
 - third parties must only use resources provided by or approved by The Academy and will require all third parties to submit completed assessment materials to The Academy prior to any qualifications or statements of attainment are issued.

3.3. Marketing and Advertising Material

Marketing material used by our partners must be approved by The Academy’s Chief Executive Officer prior to being used by a partner organisation.

- a) The Academy will ensure that marketing material used by our partners must be approved by Chief Executive Officer. This includes course brochures, student information that is issued prior to enrolment, advertisements, etc.
- b) The Academy will ensure that the partnership arrangement between The Academy and other training providers is clearly explained to prospective students so they can make an informed choice prior to enrolment.. The Chief Executive Officer will ensure that the partnering organisations will incorporate both logos in the marketing material and The Academy, which issues the qualification, will be clearly identified.

- c) Chief Executive Officer will ensure that The Academy's information including marketing material, whether disseminated directly by The Academy or on its behalf, is both accurate and factual, and:
- accurately represents the services it provides and the training products on its scope of registration
 - includes The Academy's logo, RTO and CRICOS codes
 - refers to another person or organisation in its marketing material only if the consent of that person or organisation has been obtained
 - uses the NRT Logo only in accordance with the conditions of use specified in Schedule 4
 - makes clear where a third party is recruiting prospective learners for The Academy on its behalf
 - distinguishes where it is delivering training and assessment on behalf of another RTO or where training and assessment is being delivered on its behalf by a third party
 - distinguishes between nationally recognised training and assessment leading to the issuance of AQF certification documentation from any other training or assessment delivered by The Academy
 - includes the title and code of any training product, as published on the National Register, referred to in that information
 - only advertises or markets a non-current training product while it remains on The Academy's scope of registration
 - only advertises or markets that a training product it delivers will enable learners to obtain a licensed or regulated outcome where this has been confirmed by the industry regulator in the jurisdiction in which it is being advertised
 - includes details about any VET FEE-HELP, government funded subsidy such as Smart and Skilled programs or other financial support arrangements associated with The Academy's provision of training and assessment, and does not guarantee that:
 - ✓ a learner will successfully complete a training product on its scope of registration, or
 - ✓ a training product can be completed in a manner which does not meet the requirements of Clause 1.1 and 1.2, or
 - ✓ a learner will obtain a particular employment outcome where this is outside the control of The Academy

3.4. Records Management

The management and retention of records during a partnership is an area of key risk for both parties.

- a) The Chief Executive Officer will ensure that The Academy will collect and retain all records of training and assessment delivered on its behalf by partnering organisations.

These are to be the original records and are to include completed assessment materials, student administrative records and a copy of the issued certificate.

- b) The Chief Executive Officer will also ensure that The Academy will retain evidence that they have systematically monitored services provided under third-party arrangements including schedules of reviews conducted and reports on these reviews. The Academy will require monthly reporting by the third party, and six-monthly visits to the third party's site by the Principal.
- c) Records are to be forwarded to The Academy by the partnering organisation with 30 days of a student completing their enrolled program. This requirement will be specifically stated in any partnership agreement.
- d) The Academy will not permit the issue of a qualification or statement of attainment on behalf of The Academy by a third party. The Academy will retain evidence of current written agreements for all third-party arrangements as per its Records Management Policy and Procedure. The agreements will clearly describe the obligations of each party. The partner organisation may retain a copy of student records prior to forwarding it to The Academy.
- e) All monitoring activities will be recorded in the Third-Party Register to provide a quick and easy reference of the status of monitoring activities and the third-party arrangement.

4. Associated documents

- Training and Assessment Strategies
- Records Keeping Policy and Procedures
- Privacy Policy and Procedures

5. Related Standards

- Standard 2, Clauses 2.3 – 2.4
- National Code 2018 of
- ESOS Act 2000
- Privacy Act 1988

6. RESPONSIBILITY

- Principal
- CEO/PEO
- Director of Studies
- Student Services Coordinator
- All staff

Approved by: Jane Koch
Position: Chief Executive Officer
Signature: *Jane Koch*
Date: 07 March 2018

<i>Version</i>	<i>Created by:</i>	<i>Date created</i>	<i>Reason for update</i>	<i>Implementation date after circulation of draft to all stakeholders</i>
1	CEO	2015	Initial creation	2015
2	CEO	Dec 2016	Updated to align with Standards	2016
3	CEO	8/12/2017	Updated to align with National Code 2018 and Standards for RTOs	07 March 2018