

VET Third Party Delivery Agreement Procedures

INTRODUCTION

The University is a dual sector organisation delivering both Higher Education (HE) and Vocational Education and Training (VET) programs. It is a Registered Training Organisation (RTO) registered with the [Australian Skills Quality Authority \(ASQA\)](#) and is responsible for developing, implementing, monitoring and evaluating quality training and assessment strategies and practices that meet training package and VET accredited course requirements nationally.

From time to time, for a variety of reasons, the University may negotiate to deliver VET Programs on behalf of a third party or have a third party deliver VET Programs on its behalf. The University will manage its relationship with third party organisations or entities in accordance with the [Standards for Registered Training Organisations 2015](#) through the provision of a VET Third Party Delivery Agreement, which specifies how each party to the agreement will discharge its responsibilities.

COMPLIANCE

This is a compliance requirement under the:

- [Standards for Registered Training Organisations \(RTOs\)](#); and
- [National Code of Practice for Providers of Education and Training to Overseas Students](#)

INTENT

The intention of this document is to stipulate the processes that must be applied in the development and management of all VET Third Party Delivery Agreements.

RELEVANT DEFINITIONS

In the context of this document

AQF means the [Australian Qualifications Framework](#);

ASQA means the Australian Government's [Australian Skills Quality Authority](#);

Partner means the third party organisation or the University that have partnered to deliver the VET Third Party Agreement;

Scope of Registration means the identified VET Programs for which the University is registered to deliver and issue AQF certification documentation;

Services means as defined by the [Standards for Registered Training Organisations 2015](#), VET training, assessment, related educational and support services and/or any activities related to the recruitment of prospective learners. It does not include services such as student counselling, mediation or information and communications technology (ICT) support;

Third Party means as defined by the [Standards for Registered Training Organisations 2015](#), any party (organisation or entity) that provides services on behalf of, or for the University. A third party may include other Registered Training Organisations, non-registered training providers, recruitment agents or brokers, or employment/job services agencies;

Training and Assessment Strategy (TAS) means as defined by the [Standards for Registered Training Organisations 2015](#), the approach of, and the method adopted by an RTO with respect to training and assessment designed to enable learners to meet the requirements of the training package and accredited course;

VET means Vocational Education and Training;

VET Programs means VET qualifications registered with ASQA on the University's Scope of Registration. VET programs lead to nationally recognised qualifications, thereby offering apprentices/students/trainees the opportunity to gain a VET qualification and

VET Third Party Delivery Agreement means a formal written agreement between the University and a third party for VET training and/or assessment services that specifies how each party to the agreement will discharge its responsibilities;

PROCEDURES

There are (4) four procedural steps that govern the development and management of VET Third Party Delivery Agreements, these relate to the initial engagement and assessment, development, approval and monitoring.

Initial Engagement and Assessment

Preliminary engagement activity may be initiated by either the University or the third party to explore the feasibility of a VET Third Party Delivery Agreement. This activity should be undertaken by the relevant Head of School in consultation with the University's Research Grants and Business Development team and any other relevant stakeholders.

As part of the initial engagement and assessment, the University will:

- **Check scope of registration** – Ensure the course or program is listed as current on the University's Scope of Registration. If it is not listed, the third party provision must not proceed any further until such time as it is listed.

Note: At no stage should the University imply that it has or will get scope for a qualification that is not currently listed on its Scope of Registration.

- **Conduct due-diligence** – Seek independent, credible information about the third party for consideration regarding their:
 - Financial viability;
 - Compliance risk status, for example, termination of contract on the basis of performance, revocation, suspension, restriction or cancellation of registration of services or perceived conflicts of interest;
 - Risk assessment of future market and competition to identify financial and non-financial benefits such as access to a new market, new product or wider market coverage;
 - Quality assurance and reputation risk assessment;
 - Resources, venue/s for training and equipment and facilities; and

- Other pertinent information.

If the third party is unable to provide credible information the third party provision should not proceed until such time as the information can be provided.

- Review staff qualifications – Obtain assurances from the third party that all proposed trainers and assessors have a Certificate IV in Training and Assessment, relevant vocational competencies and that relevant industry skills can be demonstrated and documented in the University's skills matrix. If the third party is unable to provide satisfactory assurances regarding trainer and assessor qualifications the third party provision should not proceed until such time as assurances can be provided.

Development

The relevant Head of School, on behalf of the University, will negotiate with the third party to develop a formal proposal for the delivery of third party VET Programs. Development will be in consultation with the University's Research Grants and Business Development team and any other relevant stakeholders, documenting the following, using the relevant VET Third Party Delivery Agreement template:

- Training services to be considered under the Agreement;
- Marketing and student information responsibilities;
- Financial arrangements;
- Intellectual property;
- Insurance policies;
- Communication and review activities; and
- Resources, equipment and facilities.

Conditions

VET Third Party Delivery Agreements where the delivery of VET Programs is to be provided on the University's behalf by a third party or the University is to deliver VET Programs on behalf of a third party, the following conditions will apply.

Qualified trainers and assessors

The Partner responsible for the delivery must ensure that each identified trainer and/or assessor is qualified to train and/or assess each qualification, course, skill-set or unit of competency being delivered by completing a vocational competence chart or skills matrix detailing the qualification and currency of each proposed trainer and/or assessor with accompanying evidence must be provided to the other party.

Trainers must:

- Hold a Certificate IV in Training and Assessment (TAE40110);
- Be able to demonstrate vocational competencies, at least to the level of those being delivered;
- Be able to demonstrate current industry skills directly relevant to the training being undertaken; and
- Continue to develop their Vocational Education and Training (VET) knowledge and skills as well as their industry currency and trainer competence.

Assessors must:

- Have completed the following units of competency (or their successor):

- TAEASS401B Plan assessment activities and processes;
- TAEASS402A Assess competence;
- TAEASS403A Participate in assessment validation;
- Have relevant vocational competencies at least to the level being assessed;
- Be able to demonstrate current industry skills directly relevant to the assessment being undertaken; and
- Continue to develop their vocational education and training (VET) knowledge and skills as well as their industry currency and trainer competence.

Where delivery of VET Programs is to be provided on the University's behalf by a third party, if the third party trainers and/or assessors only possess vocational competencies and does not meet the above assessment competencies, the University will provide a qualified workplace assessor to work with the third party at a rate determined by the University.

Training and Assessment

The Partner responsible for the delivery must ensure that:

- Students are provided with clear information of how, when and where assessments will be conducted and the criteria they will be assessed against;
- Trainer and student resources are current and sufficient to meet training requirements of the unit of competency and workplace;
- Delivery and assessment is referenced to all mandatory requirements of the unit of competency; and
- Student and/or employer feedback is actively sought and continuous improvement demonstrated.

The Partner responsible for the delivery must provide the other party with copies of any advertising material/information provided to students for verification prior to release to ensure that the information is represented correctly and meets the requirements specified in the [Standards for Registered Training Organisations 2015](#).

Where delivery of VET Programs is to be provided on the University's behalf by a third party, the third party must provide:

- A Training and Assessment Strategy (TAS) for each qualification, course, skill-set or unit of competency being delivered; and
- A list of all resources and equipment required for the delivery and/or assessment for each qualification, course, skill-set or unit of competency being delivered.

Access and Equity

The Partner responsible for the delivery is required to:

- Conduct a review of each student's current competencies including literacy and numeracy skills prior to enrolment in order to identify any competencies previously acquired and to ascertain that the proposed learning strategies and materials are appropriate;
- Prior to enrolment, provide the student with the following information about the University:
 - Enrolment process;
 - Program and qualification information including content, vocational outcomes and delivery and assessment options;
 - Fees and charges, including refund policy and exemptions;
 - Student Support Services (academic counsellors);

- Complaints procedures;
- Recognition of Prior Learning (RPL) arrangements; and
- Student Orientation/Induction Package;
- During student orientation/induction, provide the student with the following information about the University:
 - Student related policies and procedures such as plagiarism, special consideration, attendance requirements and academic performance;
 - Qualification content, competency/learning outcomes and assessment; and
 - Website details

The Partner responsible for the delivery must provide the other party with copies of any information provided to students for verification prior to release to ensure that the information is represented correctly and meets the requirements specified in the [Standards for Registered Training Organisations 2015](#).

Management Systems

The Partner responsible for the delivery is required to:

- Keep all records that demonstrate student participation and attendance at a unit level;
- Monitor progress of the training and provide the relevant University contact person with a quarterly update; and
- Ensure that assessment results are recorded and a copy is forwarded to the relevant University contact person at the end of each semester and in sufficient time to meet the requirement for the verification of result and the processing and awarding of Qualifications or Statement of Attainment by the University.

Apprentices and Trainees

The Partner responsible for the delivery is required to:

- Make as a minimum, monthly contact either by e-mail, phone or face-to-face visit with both the apprentice / trainee and workplace supervisor to:
 - Monitor the progress of the training against the Training Plan, and provide the relevant University contact person with a quarterly report about each apprentice / trainee;
 - Ensure that training is being delivered in accordance with the Training Plan; and
 - Ensure that the current and most updated version of training packages and purchasing guides are used;
- Deliver training consistent with the strategy and in accordance with the Training Plan;
- Ensure that assessment results are recorded and forwarded to the other party's contact person and detailed feedback is provided to the apprentice / trainee; and
- Ensure that the Training Plan for each apprentice / trainee is completed and has been signed off by the other party and the apprentice / trainee and has been forwarded to the other party's contact person.

Approval

Each VET Third Party Delivery Agreement will be established by a formal Agreement between the University and the third party. Authority to enter into Third Party Delivery Agreements is restricted to the relevant Pro Vice-Chancellor and persons with specifically delegated authority to enter into such Agreements on behalf of the University by the Vice-Chancellor.

The relevant Pro Vice-Chancellor may establish delegated authorities to amend such Agreements.

Approval process

VET Third Party Delivery Agreements must be endorsed by the relevant Head of School, Manager, Research Grants and Business Development and the General Manager – Business Improvement prior to being fully authorised by the third party and the University.

The Research Grants and Business Development team will send two (2) copies of the final VET Third Party Delivery Agreement to the third party to sign approval. Once approved, the Research Grants and Business Development team will send both copies of the final VET Third Party Delivery Agreement to the relevant Pro Vice-Chancellor to sign approval on behalf of the University.

The Research Grants and Business Development team will store the fully executed VET Third Party Delivery Agreement electronically on the University's Research Information System and send copies to the relevant Pro Vice-Chancellor, Accreditation and Registration Team (ART), General Manager – Business Improvement and Head of School/Team Leader as required.

Monitoring

To ensure that the services being delivered comply with the [Standards for Registered Training Organisations 2015](#), the Partner on whose behalf the delivery of VET Programs is to be provided will monitor the other party's activities through regular management reports and client feedback.

The relevant Teams Leader will monitor each Agreement at least every three (3) months using the monitoring checklist negotiated in the VET Third Party Delivery Agreement. This may include, but is not limited to:

Timeframes for monitoring—when and how often;

- Procedures for monitoring—who will conduct the review and how will outcomes of the review be acted upon;
- How student assessments, pre-enrolment information given to students, training and assessment resources, facilities and equipment, trainer/assessor competencies and qualifications, marketing/advertising information, will be monitored; and
- How strategies for two-way feedback between the parties will be implemented.

All Parties must respond to reasonable request for evidence on the quality of training and assessment. If it is identified that the third party is not complying with the [Standards for Registered Training Organisations 2015](#) or breaching terms of the Agreement a formal written notice of rectification is to be provided to the third party.

Audit

The VET Third Party Delivery Agreement must also include acknowledgement by the parties of the requirements to cooperate with the VET Regulator.

While ASQA does not regulate third parties, it can require parties delivering VET Programs on behalf of another party to provide information, or participate in audit activity, for the purpose of determining whether the party complies with all requirements under the [Standards for Registered Training Organisations 2015](#).

The third party should be able to, at any time, provide evidence on how the party is:

- Providing quality training and assessment;
- Meeting its obligations to learners and clients;
- Ensuring effective governance and administration arrangements; and
- Complying with the requirements of the [Standards for Registered Training Organisations 2015](#).

Changes to contract period, completion and renewal

Where the contract period in a VET Third Party Agreement is to be varied for any reason, for example, extended, terminated or completed early, the relevant Head of School must notify the University's Research Grants and Business Development team. The Research Grants and Business Development team will then advise and/or initiate the appropriate action.

The Research Grants and Business Development team will notify the relevant Head of School at least ninety (90) days before a VET Third Party Agreement ends. The Head of School will then review the Agreement, and either commence negotiations to renew the Agreement or proceed to finish the Agreement to ensure that all activity in relation to the Agreement ceases at the nominated end date.

The Head of School must notify the third party in writing, thirty (30) days prior to the VET Third Party Agreement endings, that all activities in relation to the Agreement must cease on the date nominated in the Agreement. The Head of School will monitor the third party to ensure all activity ceases. Any infractions must be reported immediately to the relevant Pro Vice-Chancellor.

The University's Accreditation and Registration Team (ART) will notify ASQA of the VET Third Party Agreement ending via the prescribed format (ASQnet) within thirty (30) days of the agreement binding.

Where the contract period in a VET Third Party Agreement has come to an end, the relevant Head of School must notify the University's Accreditation and Registration Team within thirty (30) days of its completion/cessation.

ESSENTIAL SUPPORTING INFORMATION

Internal

[Internal Control Policy](#)

[Quality Policy](#)

[VET Quality Management System \(VETQMS\) Policy](#)

External

[National Vocational and Education and Training Regulator Act 2011](#) (Commonwealth)

[Standards for Registered Training Organisations \(RTOs\) 2015](#) (Commonwealth)

[Training and Skills Development Act 2016](#) (Northern Territory)

Document History and Version Control

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