



AUSTRALIAN
LEADING
INSTITUTE OF
TECHNOLOGY

Australian Leading Institute of Technology

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No.6.1.16: Agreements with other Organisations and ALIT Policy and Procedure

Policy Context

This policy relates to:	
Registration Manager	Australian Skills Quality Authority (ASQA)
Conditions of Registration	VET Quality Framework (VQF)
Codes and Standards	ESOS National Code 2018 – Standard: 1.2.1; 11.1.4; Standards for RTOs 2015 – Standard: 2.3; 4.1(e); 4.1(f); 5.2(b)iv; 5.2(d)ii; 5.3; 5.4; 6.1(b); 6.2; 7.3; 8.2;
Legislation or other requirements	National Vocational Education and Training Regulator Act 2012

Purpose

ALIT does not subcontract to other suppliers in the delivery of services under government funded contracts. Specifically, ALIT does not sub-contract the recruitment and selection of participants into its training programs. ALIT does not have any partnership arrangements with any other ALITs.

The purpose of this policy is to establish:

- What constitutes a “third party agreement” and that ALIT must have a written agreement where a third party provides services on ALIT’s behalf;
- All agreements are scrutinised on an ongoing basis to ensure ALIT is compliant with ASQA and other regulatory compliance and legislative requirements;
- Maintains a register of all “agreements with other organisations”

ALIT acknowledges that we are accountable for the quality of training and assessment provided on our behalf. We therefore ensure that any partnership arrangements are underpinned by a clearly articulated agreement that fully expresses the roles and responsibilities of each party and that the arrangements are monitored.

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 students.

The definition of third parties does not include:

- contract arrangements with trainers and/or assessors,
- a workplace supervisor who contributes to evidence collection or training, or
- government-appointed intermediaries

Scope

This policy applies to ALIT's management and training staff.

Policy Detail

Third party providing training and assessment services on ALIT's behalf.

ALIT written agreement with a third-party providing training and assessment services on ALIT's behalf must include the following information:

Yes/No	Information on the written agreement
	the name of ALIT and the third party.
	the start and end date of the agreement.
	details of the ALIT's operations, including all delivery locations in Australia or elsewhere
	clauses detailing ALIT's obligations under the agreement—for example, setting out which party will issue qualifications and statements of attainment; which party will provide pre-enrolment information; and which party will collect learner fees and enrolment information
	clauses detailing the obligations of the third party—for example, setting out which party will provide the training and assessment materials, resources and facilities
	the mechanisms through which your ALIT will systematically monitor the third party (e.g. if the third party is providing the training and assessment materials, resources and facilities and developing marketing initiatives, set out how ALIT will review these prior to use for all delivery sites and how ALIT will ensure that trainers and assessors provided by the third party meet the requirements of the Standards)
	record-keeping procedures for student enrolment information and completed student assessments.

	clauses relating to which party will validate completed student assessments
	any of ALIT’s obligations, or the third party’s obligations, relating to government-funded subsidies or other financial support, if applicable, and
	clauses requiring the third party to cooperate with ASQA and to provide accurate responses to requests about delivery of services

Third party providing recruitment services on ALIT’s behalf.

ALIT written agreement with a third-party providing recruitment services on ALIT’s behalf might include the following information:

Yes/No	Information on the written agreement
	the name of ALIT and the third party
	the start and end date of the agreement.
	clauses detailing ALIT’s obligations under the agreement—for example, might stipulate that ALIT will review all marketing initiatives, provide current and accurate pre-enrolment information, and ensure that all information provided to a learner meets the requirements specified in Clauses 4.1, 5.1, 5.2, 5.3, and 5.4 of the Standards. Stipulate that the ALIT will ensure that all materials in languages other than English will be translated by the ALIT to ensure it meets the requirements.
	clauses detailing the obligations of the third party—for example, might stipulate that the third party will provide ALIT with all marketing material before publishing, provide learner enrolment information and learner fees to the ALIT, and train the third party’s staff to be able to assist with training package and enrolment enquiries.
	any of ALIT’s obligations, or the third party’s obligations, relating to government-funded subsidies or other financial support, if applicable
	detail of arrangements for commission or fees to be retained by the third party
	the mechanisms through which ALIT will systematically monitor the third party, and
	clauses requiring the third party to cooperate with ASQA and to provide accurate responses to requests about provision of services.

Compliance with ASQA Guidelines

ALIT currently doesn't have any partnership or third-party arrangements. When it will establish any arrangement, ALIT will provide more Information to comply with below clauses.

Clause 2.4

'The ALIT has sufficient strategies and resources to systematically monitor any services delivered on its behalf and use these to ensure that the services delivered comply with these Standards at all times.'

When developing a strategy to monitor your agreements, you can consider:

- 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 ALIT will monitor student assessments, pre-enrolment information given to students, training and assessment resources, facilities and equipment, trainer/assessor competencies and qualifications, marketing/advertising information, issuance of qualifications/statements of attainment and records management practices?
- How ALIT will implement strategies for two-way feedback between ALIT and the third party.

Clause 4.1

'Information, whether disseminated directly by the ALIT or on its behalf, is both accurate and factual, and:

- a.) accurately represents the services it provides and the training products on its scope of registration;
- b.) includes its RTO Code;
- c.) refers to another person or organisation in its marketing material only if the consent of that person or organisation has been obtained;
- d.) uses the NRT Logo only in accordance with the conditions of use specified in Schedule 4;
- e.) makes clear where a third party is recruiting prospective learners for the ALIT on its behalf;
- f.) distinguishes where it is delivering training and assessment on behalf of another ALIT or where training and assessment is being delivered on its behalf by a third party;
- g.) distinguishes between nationally recognised training and assessment leading to the issuance of AQF certification documentation from any other training or assessment delivered by the ALIT;
- h.) includes the code and title of any training product, as published on the National Register, referred to in that information;

- i.) only advertises or markets a non-current training product while it remains on the ALIT's scope of registration;
- j.) only advertise or market 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;
- k.) includes details about any government funded subsidy or other financial support arrangements associated with the ALIT's provision of training and assessment; and

Not guarantee that:

- m.) a learner will successfully complete a training product on its scope of registration; or
 - i. a training product can be completed in a manner which does not meet the requirements of Clause 1.1 and 1.2; or
 - ii. a learner will obtain a particular employment outcome where this is outside the control of the ALIT.'

ALIT will ensure that all recruitment activities comply with the Standards, regardless of whether they are undertaken by ALIT or by another party.

What constitutes activities related to third-party recruitment?

Recruitment involves direct two-way communication with a prospective learner. These activities may include:

- making direct approaches to individuals to encourage them to enrol in specific training and/or assessment, (e.g. door to door sales)
- having conversations with individuals to encourage them to enrol in specific training and assessment (e.g. manning a booth at a trade show)
- responding to direct enquiries from individual prospective learners about enrolling in specific training and assessment (e.g. responding to enquiry forms on a website)
- receiving enrolment information from learners which is then passed onto an ALIT, and
- receiving submissions as part of a process involving analysis of evidence intended to lead a prospective learner enrolling with an ALIT for an RPL process.

What does not constitute activities related to third-party recruitment?

Activities involving one-way communication with a prospective learner—where responses are directed back to the ALIT—are not considered to be third-party recruitment. These activities may include:

- advertising, e.g. newspaper, radio, television, Yellow Pages
- mass email messages to prospective learners where any responses are submitted to the ALIT, and

- website advertising that provides a link to an ALIT's website for enquiries and enrolment.

It is important to remember that, regardless of who carries out the activities, the ALIT is still responsible for ensuring they comply with the Standards.

Meeting the third-party requirements of the NVR Act

The National Vocational Education and Training Regulator Amendment Act 2015, which came into effect in April 2015, has amended the requirements in the National Vocational Education and Training Regulator Act 2011 (NVR Act) relating to advertising training products.

The NVR Act now stipulates that any person publishing an advertisement, representing or providing a VET training product must include the name and registration code of the ALIT that will issue the VET qualification or statement of attainment.

Failure to do so is an offence under Section 123A of the NVR Act, and attracts a civil penalty (as specified in Section 123B of the NVR Act).

Clause 5.1

'Prior to enrolment or the commencement of training and assessment, whichever comes first, the ALIT provides advice to the prospective learner about the training product appropriate to meeting the learner's needs, taking into account the individual's existing skills and competencies.'

The Standards for RTOs 2015 have a strengthened focus on meeting the skilling needs of industry and of individual learners, which is clearly articulated in Clauses 1.2 and 5.1.

The Standards make clear that each individual learner must be assessed with regard to their existing skills, knowledge and experience prior to commencement. While the extent of this assessment could vary greatly between training products and between individual learners, ALITs are responsible for:

- determining what the most suitable training product is from the perspective of meeting the training needs of the individual learner, and
- providing relevant advice to the learner.

To properly administer such assessment, a person must have strong knowledge of relevant training products, the skills to assess the learner's characteristics and the ability to identify a suitable training product. The Standards do not prescribe any requirements for who might undertake this assessment and therefore do not mandate any qualification, skill or knowledge requirements. However, ALITs are advised to ensure that any people undertaking these tasks—including third parties—have suitable skills, knowledge and experience to administer such assessment.

Clause 5.2

'Prior to enrolment or the commencement of training and assessment, whichever comes first, the ALIT provides, in print or through referral to an electronic copy, current and accurate information that enables

the learner to make informed decisions about undertaking training with the ALIT and at a minimum includes the following content:

- the training and assessment, and related educational and support services the ALIT will provide to the learner including the:
- name and contact details of any third party that will provide training and/or assessment, and related educational and support services to the learner on the ALIT's behalf; and
- the learner's rights, including:
- if ALIT, or a third-party delivering training and assessment on its behalf, closes or ceases to deliver any part of the training product that the learner is enrolled in.'

Prior to enrolment or commencement, ALIT must ensure that learners are told about any third parties who are involved in the training, assessment and/or related services. Learners must also be provided with the contact details of the third party.

ALIT must ensure that learners are notified of the procedure which will be followed if a third-party delivering training and assessment on its behalf is unable to fulfil its obligations in providing that training and assessment.

Clause 5.3

'Where ALIT collects fees from the individual learner, either directly or through a third party, ALIT provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- all relevant fee information including:
- fees that must be paid to the ALIT; and
- payment terms and conditions including deposits and refunds'

Pre-enrolment information must clearly specify all the fees which must be paid to the ALIT and/or to the third party. The fee information in pre-enrolment information also needs to be consistent with the fee arrangements specified in the agreement between ALIT and third party.

Clause 5.4

'Where there are any changes to agreed services, ALIT advises the learner as soon as practicable, including in relation to any new third-party arrangements or a change in ownership or changes to existing third-party arrangements.'

If there are any changes to third-party arrangements, ALIT must communicate these changes to the learner.

Clause 6.1

'ALIT has a complaints policy to manage and respond to allegations involving the conduct of:

- a third-party providing services on the ALIT's behalf, its trainers, assessors or other staff'

Clause 6.2

'ALIT has an appeals policy to manage requests for a review of decisions, including assessment decisions, made by the ALIT or a third party providing services on the ALIT's behalf.

ALIT has a complaints and appeals policy. These include information about how learners can submit complaints and appeals about any third parties delivering services on its behalf.

Clause 7.3

'Where ALIT requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the ALIT must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.'

Requirements for protection of pre-paid fees from learners also apply to pre-paid fees collected by third parties.

Where ALIT does not collect more than \$1500 in pre-paid fees from any learner, they are not required to have protection measures in place.

Clause 8.2

ALIT ensures that any third party delivering services on its behalf is required under written agreement to 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
- in the conduct of audits and the monitoring of its operations.

Written agreements with any third parties must specify that the third party will cooperate with ASQA by providing information where requested and in the conduct of audits.

While ASQA does not regulate third parties, it can require third parties delivering services on behalf of ALITs to provide information, or participate in audit activity, for the purpose of determining whether an ALIT complies with all requirements under the Standards for Registered Training Organisations 2015.

Clause 8.3

'The ALIT notifies the Regulator:

- Of any written agreement entered into under Clause 2.3 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
- Within 30 calendar days of the agreement coming to an end.'

ALIT must notify ASQA whenever ALIT starts or ends a third-party agreement. To notify ASQA:

- Log on to ASQAnet.
- Go to the 'Notifications' tab and select 'Third-party service arrangements'

ALIT can now create and submit the notification online. There is no fee payable for such notifications.

Procedure

Process	Responsibility	Comments
Information on the written agreement:	CEO	
Compliance with ASQA and other regulatory body and legislative instruments	RM	
Liaise with the third-party	CEO	
Liaise with the regulatory body	CEO	
Review and audit third-party agreements and services	RM	

Publication

This policy once approved, will be available to all students and staff by accessing ALIT Intranet or on request. This policy will also be available through ALIT's website as well.

This policy and procedure will form part of the information distributed and communicated during staff orientation.

Review

Compliance Department must monitor, evaluate and review this policy and relevant procedures on an ongoing basis and suggest relevant changes to the ALIT management.

Review Process

This policy and procedure will be reviewed annually by the CEO.

Version Control:

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