



THIRD PARTY POLICY

RELEVANT STANDARD(S):

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

Clauses 2.3, 2.4, 8.3

PURPOSE

To ensure that training and assessment practices undertaken by a third party on behalf of Energy Training Group are responsive to industry and learner needs, and meet the requirements of training packages and VET accredited courses; and to meet all other requirements of the 'Standards for Registered Training Organisations 2015', as laid out by the Australian Skills Quality Authority (ASQA). This purpose also highlights that arrangements with a third-party must be underpinned by a due diligence assessment and formalised by a legally binding third-party agreement to ensure that Energy Training Group meets its obligations to its students and continue to meet all relevant VET legislation.

SCOPE

The Third-Party Policy is designed to ensure all practices undertaken by a third party on behalf of the RTO under written agreement are consistent with legislation, guidelines and policies issued through state and national training authorities and contained within the relevant National Training packages or accredited courses.

Definitions

Training is the process used by an RTO or a third-party delivering services on its behalf, to facilitate learning and the acquisition of competencies in relation to the training product in the RTO's scope of registration.

Assessment means the process of collecting evidence and making judgements on whether competency has been achieved, to confirm that an individual can perform to the standard expected in the workplace, as expressed by the relevant endorsed industry/enterprise competency standards of a Training Package or by the learning outcomes of a VET accredited course.

Due Diligence is the process of investigation whereby the RTO assesses the suitability of a Third Party prior to entering into a delivery arrangement.

Third party means any party that provides services on behalf of the RTO but does not include a contract of employment between an RTO and its employee.

Pre-Enrolment Information is the set of information released to a potential student to enable them to make an informed choice about their enrolment (e.g. training and assessment program information, fees and refunds, support services, third party delivery arrangements, complaints and appeals, program duration, eligibility, etc.)



Marketing Material refers to all advertising collateral used to promote the training and assessment program being delivered by the third party on behalf of the RTO (such as website, brochures, social media platforms, posters, prospectuses, letters, emails, newsletters, etc.)

TRAINING AND ASSESSMENT CONDUCTED BY THIRD PARTIES

Energy Training Group ensures that any training and assessment conducted is undertaken in accordance with the *Standards for Registered Training Organisations 2015*.

In accordance with *Clause 2.3*, Energy Training Group ensures that a written agreement is retained where services are provided on its behalf by a third party. Individual agreements will specify:

1. timeframes and process for monitoring and review of the agreement; and
2. the parties and individuals responsible for participating in reviews and monitoring of the agreement.

All parties in the Third-Party Agreement must be represented and present during review meetings to ensure two-way communications during the review process.

Minutes will be retained of all Third-Party Agreement review meetings.

In accordance with *Clause 2.4*, Energy Training Group systematically monitors training and assessment services delivered on its behalf and uses these to ensure that the services delivered comply with these Standards.

1. Energy Training Group monitors the training and assessment conducted by third parties to ensure that the “Trainer and Assessor Requirements” and “Trainer Assessor Code of Conduct” of this policy are maintained at all times.
2. All training and assessment conducted by third parties must be undertaken in accordance with Energy Training Group’s training and assessment strategies to ensure that training and assessment resources and facilities meet course requirements.

Prior to enrolment or commencement, Energy Training Group ensures that learners are advised of any third parties who are involved in the training, assessment and/or related services. Energy Training Group also provides learners with the contact details of any third party involved in training and assessment activities on Energy Training Group’s behalf.

Objectives of the Third-Party Policy

The objectives of Energy Training Group’s Third Party Policy is to ensure learners, employers and industry can have confidence in the integrity, currency and value of certification documents issued, through high quality training and assessment practices of third parties delivering training and assessment that:

1. meet the requirements of training packages and VET accredited courses;
2. are responsive to industry and learner needs; and



3. are delivered by appropriately qualified trainers and assessors with the right support services, facilities and equipment.

This policy is designed to:

1. meet the needs of students/staff of the third party
2. provide guidelines for the third-party trainers and assessors,
3. meet obligations to;
 - a. relevant state and national government departments;
 - b. Australian Skills Quality Authority (ASQA);
4. meet the Organisational commitments and obligations to Access & Equity;
5. ensure standardised training and assessment practices across all programs delivered under the RTO's scope of operations, including those by third-party providers.

TRAINING AND ASSESSMENT OBLIGATIONS

The third-party provider is expected to adhere to all policies and procedures of the RTO; including those pertaining specifically to training and assessment compliance and quality delivery. This includes:

- 1) assessing according to the Principles of Assessment and the Rules of Evidence,
- 2) Supporting the application of Reasonable Adjustment where it is appropriate and does not compromise the integrity of the accredited course or national training package requirements,
- 3) following the RTO's Assessment Model, and
- 4) following the RTO's Assessment Validation policies and procedures (including post-assessment validation activity)

Trainer and Assessor Requirements

In accordance with Standard 1.13, the Third Party ensures training and assessment is delivered only by persons who have:

- 1) vocational competencies at least to the level being delivered and assessed;
- 2) current industry skills directly relevant to the training and assessment being provided;
- 3) If prior to 1 July 2019, the TAE40110 (or (TAE40116) Certificate IV in Training and Assessment



- 4) If after 1 July 2019, either the TAE40116 Certificate IV in Training and Assessment, or the TAE40110 Certificate IV in Training and Assessment *plus* the following units of competence:
 - a. TAELLN411 (or TAELLN401A) Address adult language, literacy and numeracy skills, and
 - b. TAEASS502 (or TAEASS502A or TAEASS502B) Design and develop assessment tools
- 5) current knowledge and skills in vocational training and learning that informs their training and assessment.

Industry experts may also be involved in the assessment judgement, working alongside the trainer and/or assessor to conduct the assessment.

For the delivery of TAE Training Products or for trainers and assessors working under supervision (i.e. unqualified in their TAE certification), the third-party must liaise with the RTO.

The RTO holds the right to veto any trainer and assessor employed by the third-party from being active under the arrangements in the agreement.

RECORDING ASSESSMENT OUTCOMES

The Third Party has a responsibility for recording assessment outcomes and for maintaining and securing assessment records in a permanent and accessible system.

Assessment records are processed in accordance with Records Management, Privacy and Issuing of Qualifications Policy.

The Third Party has a responsibility to handle Complaints and Appeals in accordance with the RTO's Complaints and Appeals Policy

Access and Equity

The Third Party has a responsibility to follow the RTO's Access and Equity Policy

Skills Recognition

The Third Party has a responsibility to assess in accordance with the RTO's Recognition of Prior Learning (RPL) Policy.

TRAINER AND ASSESSOR CONDUCT

The Third Party has a responsibility for ensuring the conduct of their trainers and assessors is professional at all times and that their staff have been inducted with the requirements of the Standards and RTO's own policies and procedures; as well as the third-party arrangement in place with the RTO.



REGULAR NOTIFICATION

The RTO will notify ASQA (through ASQANet) within 30 calendar days of the Third-Party Agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first. The RTO will also notify ASQA within 30 calendar days of the agreement coming to an end.

MARKETING AND PRE-ENROLMENT INFORMATION

The third party must adhere to Clause 4.1 of the Standards for RTOs in relation to all marketing and pre-enrolment information disseminated in relation to courses being delivered on behalf of the RTO. The RTO must include activities relating to the monitoring of this information in its supporting procedure.

The third-party must make it clear to prospective learners what their role is in delivering services on behalf of the RTO; whether this be recruitment of students, delivering training and assessment services, or both.

FEES AND CHARGES

Unless specifically agreed to with the RTO prior, the third party must not collect prepaid fees, at any stage during a course of more than \$1500 per student (inclusive of course fees, as well as any application or enrolment charges)

STUDENT SUPPORT

The Third Party is required to provide, or arrange to provide (either through the RTO itself or through external referrals) the following educational and support services for its students undertaking the courses listed in the Agreement on behalf of the RTO, such as:

- pre-enrolment materials,
- study support and study skills programs
- language, literacy and numeracy (LLN) programs or referrals to these programs
- equipment, resources and/or programs to increase access for learners with disabilities and other learners in accordance with access and equity
- learning resources
- mediation services or referrals to these services
- flexible scheduling and delivery of training and assessment
- counselling services or referrals to these services
- information and communications technology (ICT) support
- learning materials in alternative formats, for example, in large
- print learning and assessment programs contextualised to the workplace
- any other services that the third party considers necessary to support learners to achieve competency

COOPERATION WITH THE VET REGULATOR

The RTO ensures that any third-party delivering services on its behalf is required under written agreement to cooperate with the VET Regulator: a) by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services b) in the conduct of audits and the monitoring of its operations



DUE DILIGENCE

The RTO will undertake a comprehensive appraisal of the third-party prior to entering any agreement to establish its financial viability, reputation, management history, etc. in line with the level of risk the third-party activities bring to the RTO.

THIRD PARTY AGREEMENT

The written agreement between the RTO and the Third Party must include all obligations of the Third Party under the Standards of RTOs 2015, including following the policies and procedures of the RTO pertaining to:

- 1) marketing and pre-enrolment information
- 2) enrolment and induction activities
- 3) student support assessment and provision
- 4) fees and refunds
- 5) complaints and appeals
- 6) continuous improvement
- 7) training and assessment planning, validation, delivery and review
- 8) stakeholder feedback
- 9) contract monitoring activities,
- 10) obligations to cooperate with ASQA
- 11) use of subcontractors
- 12) data provision,
- 13) student records management
- 14) industry engagement,
- 15) Credit Transfer and RPL, and
- 16) insurance.

The written agreement must also include the following as a minimum:

- 1) consideration of the ownership/copyright/intellectual property of the training and assessment resources being used,



- 2) a schedule of exactly which units of competency, skill sets, qualifications and/or accredited courses are covered by the Agreement, and fiduciary consideration/schedule of fees payable by the Third-Party to the RTO (or vice versa).



VERSION CONTROL

Version Control Table					
Date	Summary of Modifications	Modified by	Version	Date of Implementation	Next Review Date
08/06/2020	Procedure Creation	360RTO Solutions	v. 1.0	29/04/2021	29/04/2022