

Third-party arrangements

Inspiring Training Academy acknowledges that we are accountable for the quality of the services provided on our behalf. We ensure that any third-party arrangements are underpinned by a clearly articulated agreement that fully expresses the roles and responsibilities of each party and the arrangements to monitor compliance with these arrangements.

The level of monitoring will be appropriate to the level of complexity of the arrangements with our third parties and the level of risk these arrangements pose to the quality of the services we provide.

What are third-party arrangements?

A third-party arrangement exists where an organisation (which may or may not be an RTO) enters into an agreement to deliver services on behalf of Inspiring Training Academy using our scope of registration. In the context of third-party arrangements, “services” are defined as:

- **Training and assessment delivered on our behalf.** This includes any situation where we enter into an agreement to allow any other person or organisation to deliver training and assessment using our scope of registration. An exception to this is our own contract trainers are not considered to be third-party arrangements.
- **Recruitment and enrolment conducted on our behalf.** This includes any situation where another organisation undertakes recruitment and enrolment of our learners who are then referred to us for the commencement of training. Where an organisation is undertaking marketing and is simply referring the prospective learner to us for enrolment, this is not considered to be a third-party arrangement.
- **Support services are delivered on our behalf.** This includes any ongoing contracted learner support services being delivered on our behalf such as study support and study skills services, language literacy and numeracy support services, disability support services, et cetera.

A third-party arrangement can often be confused with a standard contractual arrangement where a contractor is engaged to deliver services on behalf of an RTO. The distinguishing feature of a third-party arrangement is where the third-party operates at arm’s length from the RTO. The third-party, would typically pay the RTO a fee for each learner to which services were provided.

Monitoring third-party arrangements

Once the level of risk of the third-party arrangement is established, consideration must be given to allocate the relevant monitoring arrangements to ensure that the third-party is delivering services in accordance with the AQTF & VRQA requirements. The following are examples of monitoring arrangements that an RTO may undertake on third-party:

- Regular management liaison;
- Mandating the use of learning and/or assessment materials;
- Collection of learner feedback survey;
- Conducting site visits to inspect facilities and delivery activities;
- Conducting compliance internal audits;

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| Document | Third-Party Management Policy v1 | Date of Issue | 01/10/2021 |
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- Requiring compliance self-assessments;
- Approval of training sites;
- Approval of trainers and assessors;
- Conducting desk audits of returning assessments;
- Participating in assessment validation and continuous improvement; and
- Mandating professional development activities.

All monitoring activities are to be clearly specified within the third-party agreement document. It is appropriate to allocate monitoring arrangements according to the assessed risk of the third-party arrangement.

Written agreement

In all circumstances where Inspiring Training Academy enters into a third-party arrangement, a signed third-party agreement is required. We will also maintain a Third-party Arrangement Register of all such agreements and shall provide a copy of any agreement to the regulator on request.

These third-party arrangements shall have specified time limitations and shall be reviewed annually to ensure the arrangement remains in the interests of Inspiring Training Academy

Where the arrangement is between Inspiring Training Academy and another organisation, the written agreement shall include arrangements for:

- Cooperating with the VET Regulator by providing accurate and factual responses to information requests from the VET Regulator, and in the conduct of audits and the monitoring of its operations.
- Ensuring that services are appropriate and continuously improved;
- Facilitating the collection and analysis of learner feedback;
- Developing, monitoring and reviewing training and assessment strategies and materials;
- Ensuring that staff, facilities and equipment are in place, as described in training and assessment strategies;
- Recruitment and induction of new trainers and assessors;
- Validating the competence of trainers and assessors and ensuring suitable arrangement to maintain their currency;
- Providing information to learners on training, assessment and learner support services, and on their rights and responsibilities prior to their enrolment;
- Where relevant, ensuring that employers and others are engaged in the development, delivery and monitoring of training and assessment;
- Providing support services to learners;

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- Managing records including the charging and receipt of learner fees;
- Issuing qualifications and statements of attainment;
- Managing complaints and appeals;
- Approving, implementing and monitoring the marketing of services;
- Developing and implementing management systems and quality assurance arrangements;
- Monitoring the effectiveness of the arrangement.

Informing the National VET Regulator

In the event that Inspiring Training Academy enters into a third-party with another organisation, the Chief Executive Officer is required to notify the regulator within 30 calendar days of the obligations under that agreement taking effect. Notifications should be made using the appropriate VRQA form. The regulator may request further information about the arrangement such as a copy of the agreement between the parties. This reporting requirement is only applicable where the third-party involves the use of Inspiring Training Academy scope of registration or a third-party is delivering services on behalf of RTO Name. The VRQA must also be informed within 30 calendar days of the agreement coming to an end.

Marketing by Third-parties

Marketing material used by our third parties must be approved by Inspiring Training Academy Chief Executive Officer. This includes course brochures, learner information that is issued prior to enrolment, advertisements, etc. It is critical that the third-party that exists between Inspiring Training Academy and other training providers is clearly explained to prospective learners, so they can make an informed choice when enrolling. Marketing material should identify the third-party in an obvious way using easy to understand language. Information disseminated by third-party organisations must:

- only offer training products using the branding and name of Inspiring Training Academy, RTO code, legal name and contact details;
- not offer to provide or provide a VET course under its own name. That is, a third party cannot advertise, offer to provide or provide a VET course in its own name or issue qualifications or statements of attainment in its own name or with its logo included.
- not provide any guarantees to learners about the successful completion of training or any particular employment outcome that is outside of their control;
- only advertise those qualifications that are approved by Inspiring Training Academy under the third-party agreement for delivery;
- only advertise qualifications on behalf of Inspiring Training Academy that are specified within the third-party agreement.
- identify qualifications in advertising by their full code and title as they appear in the training package and not to represent these qualifications in any other way;
- maintain a clear distinction between nationally endorsed training offered under the third-party agreement and other training being offered by it;

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- fully inform prospective learners that qualifications and other outcomes will be issued by Inspiring Training Academy under the third-party arrangement;
- use the NRT logo only in accordance with the Standards for Registered Training Organisations, Schedule 4 and only after proposed marketing has been approved by Inspiring Training Academy
- identify Inspiring Training Academy in marketing by its RTO code, legal name and contact details.

It is also important that a section be included on the Inspiring Training Academy website that clearly identifies the third parties approved to deliver on our behalf.

Records Retention by Third-parties

The management and retention of records during a third-party is an area of key risk for Inspiring Training Academy. Inspiring Training Academy is to collect and retain all records of training and assessment delivered on its behalf by third-party organisations.

Records are to be forwarded to Inspiring Training Academy by the third-party organisation with 7 working days of an assessment decision being made. This requirement is to be specifically stated in any third-party agreement. The retention period of these records by Inspiring Training Academy is the same as the normal policy applied for retaining student assessment records. Third-party organisations may retain a copy of learner records prior to forwarding the original to Inspiring Training Academy. The intent of this policy is to ensure that records relating to learner outcomes are received continuously by Inspiring Training Academy in order to ensure that these records are managed with accuracy and integrity and that Inspiring Training Academy can maintain an accurate record of a learner's progress in courses being offered by third-party organisations.

All records of learner assessment items returned to Inspiring Training Academy are to be fully reviewed by administrative support staff to confirm that assessments have been fully documented, marked, signed and dated. This includes confirming that the assessment has been undertaken only by an approved assessor identified within the third-party agreement, that the recorded evidence by the assessor provides sufficient detail to demonstrate their judgement about the learner's performance. Records received by Inspiring Training Academy that do not meet these criteria are to be returned to the third-party organisation for rectification and return. No learner outcomes are to be recorded within the Inspiring Training Academy student management system until records of learner assessment items provided by third parties are fully and accurately documented.

At no time are third-party organisations or their representatives be permitted to enter assessment outcomes directly into the Inspiring Training Academy student management system. Third-party organisations and their representatives do not have access the Inspiring Training Academy student management system.

Issuing Qualifications and Statements of Attainment

Under no circumstances are third-party organisations to be given any approval to issue qualifications or statements of attainment on behalf of Inspiring Training Academy. In all circumstances, records detailing the outcomes of assessment will be returned to Inspiring Training Academy and entered into the learner management system. When the particular course outcomes have been completed, Inspiring Training Academy will produce the relevant certificate and mail this directly to the learner in accordance with the Issuing Certificates and Outcomes Policy. This requirement is to be specified within any third-party agreement that Inspiring Training Academy enters into.

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Before any certificate is generated by Inspiring Training Academy, the following must be received in full:

- the complete student assessment records for each unit of competency being issued;
- the complete learner enrolment record;
- a valid unique student identifier; and
- the required payment in accordance with the third-party agreement.

Inspiring Training Academy does not allow the dual branding on qualification certificates or statements of attainment. Under no circumstances is a third-party's logo or branding to be included on any certificate issued by Inspiring Training Academy

Learner Engagement and Support Services

Learners of third-party organisations must be engaged with prior to their commencement in order to accurately identify their needs and ensure that learners are informed of their rights and obligations, the services to be provided and the arrangements for the payment of fees and other charges. Engagement by third-parties during the learner's enrolment process is to be conducted in accordance with the normal Inspiring Training Academy enrolment policy. This includes the conduct of the first point of contact procedure, supplying pre-enrolment information and the conduct of an enrolment interview. Learner individual needs identified during the enrolment process must be recorded and appropriate support services must be made available to learners in accordance with the enrolment policy.

It must be specified within a third-party written agreement that the enrolment form signed by the learner together with a fully completed enrolment interview record must be returned to Inspiring Training Academy in order to create the enrolment on behalf of the third-party. The allocation of learner support services by third-party organisations is also to be notified to Inspiring Training Academy

Nominating Third-Party Trainers and Assessors

Trainers and assessors utilised by third parties must be approved first by Inspiring Training Academy without exception. Trainers and assessors must meet the following minimum requirements:

- Must provide a current police check and working with children check or relevant State based teacher registration that encompasses the two.
- Must hold the:
 - TAE40116 Certificate IV in Training and Assessment

Or, the

 - TAE40110 Certificate IV in Training and Assessment and the units of competency TAE LLN401A Address adult language, literacy and numeracy skills and TAE ASS502A Design and develop assessment tools or their equivalent successor.
- Must hold the actual units of competency being delivered or a directly equivalent unit of competency as specified on the national training register.
- Must be able to demonstrate current industry skills through relevant professional development and/or ongoing industry work practice.

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- Trainers and assessors for third-party's must be identified within the schedule of all third-party agreements.

Nominating Delivery Sites

The delivery sites utilised by third parties must be approved by Inspiring Training Academy only after the site has been visited by an Inspiring Training Academy representative and inspected. All delivery sites must be visited and reinspected on an annual basis at a minimum.

Delivery sites utilised by third parties must meet the following minimum requirements:

- be approved by the local government authority for the delivery of education training;
- have suitable facilities which are clean and professionally presented;
- have suitable access and egress arrangements in the event of an emergency;
- have suitable safety arrangements to support the delivery of training and assessment in a safe environment;
- have suitable amenities to support the comfort of learners;
- be of sufficient size and space to support the planned number of learners;
- provide access to necessary equipment and resources in accordance with the requirements of each unit of competency; and
- provide access to either the workplace or a simulated workplace where this is required to support the delivery of training and assessment.

All approved delivery sites for each third-party are to be listed within the schedule of the third-party agreement.

Managing Complaints and Appeals

Learners undertaking training with third-party organisations have the same rights and obligations as the learners completing their training directly with Inspiring Training Academy. This includes the right to make a complaint about services being provided or to appeal any decision that Inspiring Training Academy or the third-party organisation may make. The handling of complaints associated with third-party arrangements is to be in accordance with the Inspiring Training Academy complaints and appeals policy. Third-party organisations are required to inform Inspiring Training Academy of a complaint (however minor) by a learner within 2 working days of receiving such a complaint. This requirement must be specified within the third-party agreement.

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