



Managing Third Party Arrangements (Training and Assessment) Procedure

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1. Associated Policy

This Managing Third Party Arrangements (Training and Assessment) Procedure has been developed in conjunction with the ***Managing Third Party Arrangements (Training and Assessment) Policy***.

2. Scope

Where this procedure refers to CIT include CIT Solutions.

This procedure applies to:

- all proposed arrangements where CIT engages a third party to deliver and/or assess nationally accredited training products on behalf of CIT, including delivery to Secondary School Students at part of CIT/Schools joint courses
- all personnel of CIT and the third party provider engaged in the delivery, assessment and administration of subcontracting arrangements.

3. Procedures

Terminology may vary with the third party arrangement being referred to as an Auspice Agreement, Sub-Contract, Third party Agreement or similar. What these contracts have in common is that another party delivers training and assessment on behalf of CIT. This procedure covers these arrangements as *third party arrangements*.

The third party might be a:

- registered training organisation (RTO)
- non-RTO. The non-RTO may be either a natural or a corporate person (for example, a sole director/share holder company).

CIT must:

- obtain prior approval in writing from ASQA to enter into an arrangement with a non-RTO third party in relation to ASQA designated VET courses of concern
- only enter a third party arrangement with a RTO to advertise, offer or deliver all or part of a nationally accredited training product if the third party RTO has the nationally accredited training product on its scope of registration
- advise ASQA at the commencement and termination of third party arrangements for the delivery of training and assessment
- provide notice in writing to NSW Training Services or Skills Canberra where the third party arrangement is with another RTO
- enter into a written agreement with the third party which contains provisions consistent with prohibiting the third party from further assigning or third party the Subsidised Training
- notify NSW Training Services or Skills Canberra within 30 calendar days of the third party agreement coming to an end
- ensure the third party/subcontractor complies with NSW Operating Guidelines and the ACT Standards and the Compliance Guides

3.1 Establishing a new third party arrangement

Step	Action	Responsibility
1	Confirm the nationally accredited training products proposed for a third party arrangement are listed as current on the CIT scope of registration. If not, the third party provision must not proceed until such time as the training product is added to the scope of registration and the Head of Department can confirm delivery can be resourced by CIT and/or the third party.	College Director
2	Advise the Executive Director Education Futures and Students and Education Design and Delivery Lead of an interest in entering a third party arrangement.	College Director
3	<p>Where the training product is listed on the CIT scope of registration, undertake a risk assessment and conduct due diligence regarding the third party:</p> <ul style="list-style-type: none"> • seek independent, credible information to determine the third party's financial viability, compliance risk status, facilities, insurance arrangements and other pertinent information to assess the quality and reputation of the third party. • obtain confirmation from the third party as to whether Executive Officers, directors or managers have: <ul style="list-style-type: none"> ○ ever been approved to deliver government funded training ○ ever had their approval to deliver government funded training terminated prior to the expiration date based on performance. ○ had RTO registration revoked, suspended, cancelled or restricted in relation to services like those proposed. ○ has been responsible for either of the above happening to another person or entity ○ conflicts of interest should the proposal proceed. <p>If the third party has answered yes to any of points above, the proposal should not proceed.</p>	College Director
4	Provide a written report to the Executive Director Education Futures and Students and Education Design and Delivery Lead detailing the outcomes of the due diligence and request authority to proceed to a business case. Advise the relevant Head of Department of the status of the due diligence.	College Director
5	<p>Confirm the arrangement qualifies as a third party arrangement and specific governance and reporting requirements with:</p> <ul style="list-style-type: none"> • NSW Training Services • Procurement ACT • Skills Canberra funding contract. 	Executive Director Education Futures and Students



Step	Action	Responsibility
6	Confirm whether the arrangement can proceed to a business case.	Executive Director Education Futures and Students
7	<p>Where the Executive provide authority to proceed, prepare a business case. Meet with the third party.</p> <ul style="list-style-type: none"> where the third party is an RTO, confirm training products are on the scope of registration of the third party and the course is not in transition. Refer: Course Transition Policy confirm identity of trainers and assessors and obtain copies of evidence that all proposed trainers and assessors hold the credentials required under CIT's policy and procedure Educator Competency and Currency. <p><i>Note: If the third party is unable to provide satisfactory evidence regarding trainer and assessor qualifications the proposal should not proceed until such time as such evidence can be provided and before the commencement of the training and assessment.</i></p> <ul style="list-style-type: none"> confirm facilities meet the requirements of the training package/accredited course <p><i>Note: Ideally meet at the third party's premises and view the facilities</i></p> <ul style="list-style-type: none"> confirm the learning materials and assessment materials to be used confirm Training and Assessment Strategy and requirements for: <ul style="list-style-type: none"> marketing recruitment of students enrolment delivery mode volume of learning monitoring, reporting and resulting audit approval processes (ASQA, NSW Training Services and Skills Canberra) as required. <p>Complete Third Party Contract Checklist</p>	College Director
8	Present Third Party Contract Checklist to the Executive Management Committee.	Executive Director Education Futures and Students
9	<p>Evaluate the Third Party Contract Checklist and decide whether to proceed. Advise relevant College Director of the outcome.</p> <p>Successful applications:</p>	Executive Director Education Futures and Students

Step	Action	Responsibility
	Advise Academic Council at the next meeting of the decision to enter a third party arrangement.	
10	Complete pre-delivery validation of assessment tools. Refer: Assessment Validation policy .	Head of Department Quality Services/Head of Department
11	Develop TAS and submit for approval. Refer: TAS Development Policy and TAS Review and Approval procedure .	Head of Department
12	State Training Authority Approval Where training and assessment relate to subsidised course, obtain the written approval of the relevant State Training Authority.	Executive Director Education Futures and Students
13	Prepare Agreement Use the CIT subcontract agreement template to: <ul style="list-style-type: none"> • prepare course costings • draft agreement to third party for review • negotiate any amendments • prepare final agreement for signature. Refer: Managing Third party Arrangement Agreement template	Industry and Innovation Lead College Director
14	Execute Managing Third Party Arrangement agreement.	CEO
15	Scan and store the executed agreements in accordance with CIT Records Management procedure . Copies of the written agreement are provided to: <ul style="list-style-type: none"> • Executive Education Futures and Students • Executive Director Industry Engagement and Strategic Relations • Head of Department Quality Services • College Director • Head of Department • Awards and Programs Manager. 	Industry and Innovation Lead
16	Prepare and ensure execution of the plan for development of marketing and course materials: <ul style="list-style-type: none"> • website materials • student handbooks • course booklets • other collateral. <i>Note: ensure collateral accurately reflects the nature of the third party arrangement and compliance requirements.</i>	College Director

Step	Action	Responsibility
17	Commence recruitment. Ascertain the suitability of the training product and the third party arrangement for the applicant. Initiate enrolment. Refer: <i>Application and Enrolment Policy</i> .	Head of Department
18	Monitor attendance and unit progression as per provisions of current contract and report any non-compliance with contract provisions to the relevant Head of Department for rectification. Provide data of unit participation for entry in the Student Management System to meet CIT timelines and reporting requirements. Provide mid-year progress report and an end of year report to the relevant Head of Department to meet CIT reporting requirements.	Third party educator

3.2 Existing Third Party Arrangements

Step	Action	Responsibility
1	Prior to the commencement of delivery of training, engage with the person authorised by the third party to: <ul style="list-style-type: none"> • negotiate contract provisions for the calendar year cognisant of audit outcomes and student feedback • re-negotiate procurement arrangements if applicable • detail the requirements of the TAS • verify the currency and competency of staff delivering and assessing each unit • verifying premises are fit-for-purpose • verify learning resources are current and meet the requirements of the TAS. <p>Advise the Executive Education Futures and Students of the outcome of contract negotiations and confirm currency and competency of staff delivering and assessing each unit.</p>	College Director
2	Prepare and ensure execution of the plan for development/redevelopment of marketing and course materials: <ul style="list-style-type: none"> • website materials • student handbooks • course booklets • other collateral <p><i>Note: ensure collateral accurately reflects the nature of the third party arrangement and compliance requirements.</i></p>	College Director

Step	Action	Responsibility
3	Commence recruitment and enrolment process. Refer: <i>Application and Enrolment Policy.</i>	Head of Department
4	Monitor attendance and unit progression as per provisions of current contract and report any non-compliance with contract provisions to the relevant Head of Department for rectification Provide data of unit participation for entry in the Student Management System to meet CIT timelines and reporting requirements Provide mid-year progress report and an end of year report to the relevant Head of Department to meet CIT reporting requirements.	Third party educator

3.3 Quality audit of third party arrangements

Step	Action	Responsibility
1	<p>The specifics of the agreement will guide the audit plan.</p> <p>The audit will utilise desk audit methods as appropriate and on-site audit visits as necessary.</p> <ul style="list-style-type: none"> • Liaise with the third party and teaching team to conduct at least one audit per annum • Facilitate conduct of the audit including ensuring SMEs are present for audits of facilities and equipment • Facilitate audit of the observation of learning in third party premises • Facilitate obtaining informal feedback from students about the training and they are aware of their rights to support, make complaints and appeal decisions • Send completed audit reports to the Executive Branch Manager Audit Risk and Corporate Governance to form part of whole of CIT governance review • Send completed audit reports to the teaching areas for review and for actioning any rectification plan • Advise students as soon as practicable of any changes to agreed services, including in relation to any new third party arrangements or a change in ownership or changes to existing third party arrangements. <p>Refer: <i>Managing Third party - Contract Checklist</i></p> <p><i>Note: Audit frequency will be evidence lead and risk based. Frequency may be increased or decreased depending on the third party's record of compliance and past performance at audit.</i></p>	<p>Head of Department Education Quality</p> <p>Executive Branch Manager, Audit, Risk and Corporate Governance</p>

3.4 Notifications

Step	Action	Responsibility
1	Notify ASQA within 30 days of entering a written agreement with another organisation for the delivery of services—including training, assessment, related educational and support services and/or any activities related to the recruitment of prospective students—on CIT’s behalf.	Awards and Programs Manager
2	Notify relevant State Training Authorities of the completion or termination of any agreements as per Skills Canberra requirements.	Executive Director Education Futures and Students
3	Notify ASQA of the completion or termination of any agreement within 30 days coming to an end using the Notification of Material Change or Event Form completed via ASQAnet.	Program and Awards Manager

4. Documentation

4.1 Related Legislation/Regulation

- *Standards for RTOs 2015*
- *National Assessment Instruments – determined by Work Health and Safety regulations*
- *National Vocational Education and Training Regulator Act 2011 (Cth)*
- *Education Services for Overseas Students (ESOS) Act 2000*
- *ACT Training Initiative Funding Agreement*
- *ACT Standards and the Compliance Guides*

4.2 Related Policy and Procedures

- *Student and Community Members Complaint Policy*
- *Student and Community Members Complaint Procedure*
- *Admission and Enrolment Policy*
- *Academic Advice and Issuance of Certification Documentation Policy*
- *Attendance Policy*
- *Training and Assessment Strategy (TAS) Development Policy*
- *TAS Review and Approval Procedure*
- *Assessment Policy*
- *Resulting Policy*
- *Educator Currency and Competency Policy*
- *Managing Third party Arrangements (Training and Assessment) Procedure*
- *Assessment Validation Policy*

4.3 Related Documents

- Memorandum of Understanding – Subsidised Training between Australian Capital Territory Government and CIT
- CIT Agreement for Delivery of Training and Assessment Services template
- Managing Third party Arrangements - Subcontractor Contract Checklist
- Fact Sheet – Third party arrangements (ASQA, updated 1 November 2019)

5. Definitions

All terminology used in this procedure is consistent with definitions in the CIT Definition of Terms. The following definitions are provided in the context of this procedure.

Brokering services	The recruitment of individuals to participate in training that is to be subsidised under the VET Funding Contract, by an individual or organisation in exchange for payment from CIT or the student, but excludes activities carried out by individuals who are employees of the Training Provider on the Training Provider's payroll, whose role includes the identification and recruitment of potential students.
Courses of concern	Refers to any VET course where ASQA has assessed that non-compliant training and/or assessment poses a particularly significant risk to the quality, integrity and reputation of the VET sector.
Eligible individual	Means an individual who is eligible for Victorian government subsidised training in accordance with the eligibility requirements set out in the VET Funding Contract.
Funded scope	Means the specific list of courses and qualifications with a status of "Approved" for which funding will be paid to CIT.
RTO	Means a Registered Training Organisation registered by ASQA (or, in some cases, a state regulator) to deliver VET services.
Services	This term applies regarding the ASQA Standards for RTOs 2015 and means "training, assessment, related educational and support services and/or any activities related to the recruitment of prospective students. It does not include services such as counselling, mediation or information and communication technology support."
Third party	Any party that provides services on behalf of the RTO but does not include a contract of employment between an RTO and its employee.
Training Provider Personnel	Means all officers, employees, agents and contractors (including third parties) of the CIT and each third party contracted by CIT the officers, employees, agents and contractors (who are involved in any way in the delivery and support of CIT training services.

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of Technology

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