



BADT PRO-21

3rd Party Procedure

PURPOSE

Before drafting a partnership agreement, BADT will ensure that the Directors, the RTO Manager, and the Trainers and Assessors understand what is involved before an initial commitment is obtained.

SCOPE

Applies to:

- All VET Trainer/Assessors (including contractors)
- Admin Staff

PROCEDURE

The written partnership agreement will include the following:

- Parties Involved
- The name, address and national provider number of BADT.
- The name and address of the partner school that will be delivering training on behalf of the school RTO.
- The names and signatures of the Directors.
- The names and contact details of the RTO Manager and coordinating Trainer and Assessor at BADT and their signatures.
- The names and contact details of the coordinating Trainer and Assessor at the partner school, and their signatures.
- Position descriptions for all positions/staff named in the partnership agreement.
- Terms of the agreement the program offered, including the relevant training package qualification (or accredited course), listing the qualification code and title as well as the relevant units of competency, listing their codes and titles.
- A clear outline regarding the services provided by the other school on the school RTO's behalf, e.g. training and/or assessment.
- A statement regarding the responsibilities of the partnering schools with regards to the student agreement and guarantee.
- A statement outlining the responsibilities of the partnering business to provide student achievement data to BADT by a negotiated date/s each year.
- A statement outlining the responsibilities of BADT regarding reporting and submitting student achievement data by due dates to the registering body in relation to TAC.
- A statement outlining that the partnering school must provide to BADT trainer and assessor information to ensure AQTF requirements are met, e.g. staff profiles, copies of qualifications.
- A statement outlining management of complaints and appeals.
- Dates for the period of the agreement.
- Terms for terminating the agreement.
- Policies and procedures for monitoring the agreement including continuous improvement processes.
- Intellectual property rights of all parties to the agreement.
- Processes for dispute resolution.
- Legislation that may have an effect on the agreement (where relevant).
- A statement outlining who will be responsible for evaluating the partnership arrangements at the completion of the agreement.
- A statement outlining that the partnering business that is delivering training on behalf of BADT has been informed of all relevant BADT policies and procedures that must be adhered to.
- A statement outlining the responsibilities of the partnering organisation with regards to providing quality indicator data by providing achievement data and administering learner engagement surveys.
- A statement that BADT will issue statements of attainment and qualifications under its RTO name

1 - INTRODUCTION

The BADT is a Vocational Education and Training (VET) provider. It is a Registered Training Organisation (RTO) registered with the Tertiary Accreditation Council (TAC) 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, BADT may negotiate to deliver VET Programs on behalf of a third party or have a third party deliver VET Programs on its behalf. The BADT will manage its relationship with third party organisations or entities in accordance with the Standards for Registered Training Organisations (RTOs) 2015 through the provision of a VET Third Party Delivery Agreement, which specifies how each party to the agreement will discharge its responsibilities.

2 - COMPLIANCE

This is a compliance requirement under the Standards for Registered Training Organisations (RTOs) 2015.

3 - 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.

4 - RELEVANT DEFINITIONS

In the context of this document:

- AQF means the Australian Qualifications Framework;
- Partner means the third party organisation or the BADT that have partnered to deliver the VET Third Party Agreement;
- Scope of Registration means the identified VET Programs for which the BADT is registered to deliver and issue AQF certification documentation;
- Services means as defined by the Standards for Registered Training Organisations (RTOs) 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;
- TAC means Tertiary Accreditation Council (WA)
- Third Party means as defined by the Standards for Registered Training Organisations (RTOs) 2015, any party (organisation or entity) that provides services on behalf of, or for the BADT. 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 (RTOs) 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 BADT'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 BADT and a third party for VET training and/or assessment services that specifies how each party to the agreement will discharge its responsibilities.

5 - 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 BADT or the third party to explore the feasibility of a VET Third Party Delivery Agreement. This activity should be undertaken by the relevant RTO Manager in consultation with the BADT's senior team and any other relevant stakeholders.

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

Check scope of registration – Ensure the course or program is listed as current on the BADT'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 BADT 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 BADT'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 BADT RTO Management Team 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 BADT's 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 BADT's behalf by a third party or the BADT 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.
- Hold a WA DOT HV Assessors License – to assess HV licenses
- Hold a WA Worksafe Assessors Ticket – do deliver forklift courses

Where delivery of VET Programs is to be provided on the BADT'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 BADT will provide a qualified workplace assessor to work with the third party at a rate determined by the BADT.

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 (RTOs) 2015.

Where delivery of VET Programs is to be provided on the BADT'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 BADT:
- 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 BADT:
- 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 (RTOs) 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 BADT contact person with a quarterly update; and
- ensure that assessment results are recorded and a copy is forwarded to the relevant BADT 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 BADT.
- 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;
- monitor the progress of the training and provide the relevant BADT contact person with a report re any issues;
- 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

Approval

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

Approval process

VET Third Party Delivery Agreements must be endorsed by the relevant Director prior to being fully authorised by the third party and BADT.

The BADT team will send a copy of the final VET Third Party Delivery Agreement to the third party to sign approval. Once approved, the BADT team will send a copy of the final VET Third Party Delivery Agreement to TAC.

Monitoring

To ensure that the services being delivered comply with the Standards for Registered Training Organisations (RTOs) 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.

BADT 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 (RTOs) 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 TAC 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 (RTOs) 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 (RTOs) 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 BADT's team must be involved in the process. The team will then advise and/or initiate the appropriate action.

The team will notify the the Third Party at least ninety (90) days before a VET Third Party Agreement ends. BADT 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.

BADT 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. BADT will monitor the third party to ensure all activity ceases. Any infractions must be reported immediately to the RTO Director.

The BADT Team (ART) will notify TAC of the VET Third Party Agreement ending within thirty (30) days of the agreement ceasing.

VERSION	DATE	CREATED/AMENDED BY	COMMENTS/AMENDMENTS	RESPONSIBLE PERSON
0	1/04/2019	RTO Mgr	Procedure created	RTO Mgr
1	3/07/2020	RTO Mgr	Document reviewed minor changes refer to IR-20047	RTO Mgr
2	15/30/2022	RTO Mgr	Updated document as a Third party arrangement in progress	RTO Mgr
3	29/05/24	RTO Admin	Review only	RTO Mgr