

## 1.03.837 PARTNERSHIP AND THIRD PARTY ARRANGEMENTS

**This policy is applicable to:** All IRT Academy employees and Third Parties acting on behalf of IRT Academy.

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## DOCUMENT CONTROL

<b>Policy Number:</b> 1.03.837	<b>Policy Owner:</b> General Manager IRT Academy	<b>Version:</b> 3.0
<b>Contact position:</b> General Manager IRT Academy	<b>Approved for circulation:</b> Group Leadership Team	<b>TRIM classification reference:</b> EDOC2015/02264
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<b>Procedure Manual reference:</b> Partnership/Third Party Arrangements	<b>Compliance/Accreditation/ Standards reference:</b> Standards for Registered Training Organisations 2015 Standard 2 The operations of the RTO are quality assured. 2.3, 2.4 Standard 8 The RTO cooperates with the VET Regulator and is legally compliant at all times. 8.2, 8.3	

## REVISION RECORD

Date	Version	Revision description
April 12	1.0	New policy
April 13	2.0	Deleted reference to partnership agreement template. Included reference to IRT Risk Management Committee, Updated location of partnership agreement register, reference to Management Committee
April 14	2.1	Reworded partnering arrangements section. Removed reference to Risk management Committee and inserted CFO and BOM references in Monitoring Partnership Arrangements section.
Jan 15	3.0	Updated to align to Standards for Registered Training Organisations 2015

## **1. TITLE**

1.03.837 Partnership and Third Party Arrangements

## **2. POLICY STATEMENT**

IRT Academy 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.

## **3. PURPOSE**

To meet the requirements of:

- National Vocational Education and Training Regulator Act 2011
- Standards for Registered Training Organisations 2015

## **4. SCOPE**

The scope of this policy covers all IRT Academy students, employees and/or third parties acting on behalf of IRT Academy.

## **5. OBJECTIVE**

The purpose of this policy is to ensure that any partnerships and third party arrangements entered into by IRT Academy comply with regulatory and legislative requirements.

## **6. POLICY DETAILS**

A partnering/third party arrangement exists where an organisation (which may or may not be an RTO) is engaged to deliver training and/or assessment and/or other services on behalf of an RTO.

For the purposes of this policy, IRT Academy will also extend this normal definition of partnerships to include employers who IRT Academy is engaging with to undertake workplace training. Both of these arrangements require an equal level of monitoring to ensure our students (or the students of our partners) are being provided with a quality learning experience.

## 6.1 Informing ASQA (the National VET Regulator)

- a) When entering into or concluding a partnering/third party arrangement either with an RTO or non RTO partner, the General Manager is to arrange formal notification to ASQA of any written agreement entered into under Clause 2.3 of the Standards for RTOs 2015 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
- b) Within 30 calendar days of the agreement coming to an end.

## 6.2 Written agreement

In both circumstances IRT Academy will enter into a written agreement with the other party.

Partnership/Third Party arrangements must be formalised with a 'Partnership/Third Party Agreement' in the event that a funding body initiated contract/agreement is not in place that specifies how each party is to discharge its responsibilities with regard to the partnership itself and how each will comply with the Standards for RTOs 2015 current for the duration of the agreement. (Note: the Standards for RTOs 2015 will not apply to non-accredited training and assessment services.)

IRT Academy will maintain a Register of Partnership Agreements of all such agreements and shall forward a copy of the agreement to the other party.

These partnership arrangements shall have specified time limitations and shall be reviewed annually to ensure the arrangement remains in the interests of IRT Academy.

## 6.3

## Monitoring partnering arrangements

Once agreements have been established, we will monitor these arrangements to ensure that both parties are meeting their obligations and that the services being provided comply with the Standards for Registered Training Organisations 2015. We will monitor arrangements through:

- Regular management liaison;
- Student feedback survey;
- Site visits;
- Self Assessments;
- Shared assessment moderation; and
- Shared professional development activities.

All monitoring activities are to be recorded in the Register of Partnership/Third Party Agreements to provide a quick and easy reference of the status of monitoring activities and the partnering arrangement.

Updates on partnership monitoring activities are to be discussed at the monthly IRT Academy Management Meeting and if necessary escalated to the IRT Chief Financial Officer and/or IRT Board of Management should significant risk to IRT Academy and its' students /staff/stakeholders be identified.

#### **6.4 Marketing and Advertising Material**

Marketing material used by our partners must be approved by the IRT Academy General Manager. This includes course brochures, student information that is issued prior to enrolment, advertisements, etc. It is critical that the partnership that exists between IRT Academy and other training providers is clearly explained to prospective students so they can make an informed choice when enrolling. Marketing material should identify the partnership in an obvious way using easy to understand language. The partnering organisations must incorporate both logos in the marketing material.

#### **6.5 Records Management**

The management and retention of records during a partnership is an area of key risk for both parties.

IRT Academy is to collect and retain all records of training and assessment delivered on its behalf by partnering organisations. These are to be the original records and are to include completed assessment materials, student administrative records and a copy of the issued certificate.

Records are to be forwarded to IRT Academy by the partnering organisation with 30 days of a student completing their enrolled program. This requirement is to be specifically stated in any partnership agreement.

The retention of these records by IRT Academy is the same as that outlined in the IRT Academy policy on records retention provided further in this manual. Partnering organisations may retain a copy of student records prior to forwarding them to IRT Academy.

## 7. ROLES AND RESPONSIBILITIES

All employees are required to comply with this Policy. There are no specific roles or responsibilities other than those outlined in the table below.

Specific roles and responsibilities of employees and management are outlined in Section 6 of this policy.

Specific roles and responsibilities of areas/departments/functions are outlined in the table below.

<b>Role</b>	<b>Responsibility</b>
Policy Owner - General Manager IRT Academy	Ensuring the currency and appropriateness of the policy to meet regulatory and legislative requirements.
Policy Monitor - Operations Coordinator	Ensure day to day implementation and compliance with policy.
Policy Subject Matter Expert - IRT Legal Department	Provide expert advice regarding legal implications of partnerships and/or third party arrangements.
Policy Implementation - All other IRT Academy personnel	Implement procedure as per IRT Academy Procedure Manual

## 8. EDUCATION AND STAFF DEVELOPMENT

This is a Standard Policy.

Education and Staff development relevant to this policy will occur via:

- Via IRT Academy On-Boarding procedure
- Via IRT Academy quarterly meetings
- This is a standard policy – specific education is not required, employees are expected to be familiar with this policy.

## 9. MONITORING, EVALUATION AND REVIEW

Feedback regarding this policy can be referred to:

- General Manager IRT Academy
- Operations Coordinator

The policy will be reviewed every 3 years by the General Manager IRT Academy.

Triggers for review outside of the usual cycle include:

- Changes to the business activity relating to this policy
- New business activities impacting on this policy
- Changes to internal controls relating to this policy
- Changes to legislative and/or regulatory requirements

## 10. DEFINITIONS AND ABBREVIATIONS

Term	Meaning
RTO	Registered Training Organisation

## 11. ASSOCIATED PROCEDURES AND FORMS

Name and number of document
Pre-Partnership/Third Party Checklist
Register of Partnership/Third Party Agreements
IRT Academy Management Manual
IRT Academy Procedure Manual



## 12. REFERENCES – COMPLIANCE AND BEST PRACTICE

<b>Legislative references</b>
National Vocational Education and Training Regulator Act 2011
<b>Best Practice references</b>
Standards for RTOs 2015
Standard 2 The operations of the RTO are quality assured.
Standard 8: The RTO cooperates with the VET Regulator and is legally compliant at all times.

**Compliance Plan reference:** Not applicable

## 13. LINKS TO OTHER POLICIES

Not applicable
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