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# **Third-Party Arrangements**

## Purpose

Training 2U may from time to time, engage third-party organisations to deliver a range of services, such as marketing, staff recruitment, facility usage, or training and assessment. We do so to draw on the knowledge and experience of the experts in their relevant fields to enable us to meet our organisational vision and goals whilst ensuring we remain in compliance with the requirements of the NVETR Act 2011 and the Standards for RTOs. This policy outlines our commitment to ethical, transparent, and compliant partnerships that prioritise the best interests of our students and staff.

## Scope

This policy applies to:

* The CEO, Administrative & Support Staff and third-parties; and
* All third-party arrangements.

## Software

* Ecosystem: Training 2U

## Responsibilities

**CEO**

* Ensures compliance with applicable legislation and regulations.
* Oversees the negotiation, approval, preparation and execution of all third-party agreements.

**Administrative & Support Staff**

* Maintains agreement records.
* Maintains third-party review records.
* Notifies students, staff and ASQA of new and concluded third-party arrangements.
* Coordinate communications between RTO and third-parties.

## General Principles

In working with third-party organisations, Training 2U will work with the following guidelines:

* The arrangements be ethical, responsible and prioritises the best interests of our students and staff members.
* Provide excellent value to our organisation and our students.
* Must comply with the Standards for RTOs at all times.
* Include a clear, signed, and executed written agreement outlining roles, responsibilities, and terms.
* Develop and implement sufficient strategies, mechanisms and resources to systematically monitor any services delivered on our behalf.
* It is not a preferred practise of ours to work with third-party organisations in delivering any training and/or assessment on our behalf and would only engage third-party organisations for other business functions such as marketing or IT services.
* If we have no other option but to engage with another RTO to deliver any training and/or assessment as we do not have suitable human resources to do so:
  + We verify that they have the relevant qualification or course on their scope of registration; and
  + Ware to ensure we maintain all records for each student accurately – from the student’s administrative records such as their enrolment form and appeal forms, to the student’s completed assessment tools and learner training and assessment outcomes.
* It is not a preferred practise of Training 2U to engage a non-RTO to deliver any training and/or assessment on our behalf as it is an area of high risk, and would only do so if the need for an expert in the subject matter is required. Where we do engage a non-RTO entity to deliver training and/or assessment on our behalf:
  + We do so in our name and on our behalf – this means that the non-RTO is not to ‘use’ our registration to issue any Qualifications or Statements of Attainment in their name or with their logo included;
  + They are not to ‘use’ our registration to offer, advertise, or provide a VET course in their own name or on their own behalf; and
  + We will not engage a non-RTO third-party to provide any training and/or assessment for any ‘VET courses of concern’ without the prior written approval from ASQA.
* The engagement of Trainers & Assessors as a contractor is not subjected to the requirements that govern third-party arrangements.
* We will not use a third-party arrangement to avoid responsibility for compliance with legislation and regulations, and is wholly responsible for all services provided on our behalf.
* We will notify our students, staff and ASQA of the engagement of any third-party within **30- days** of entering into an agreement with them or prior to the obligations under the agreement taking effect, whichever occurs first. The communications to our students and staff includes what the third-party’s responsibilities will be, how it will affect our operations, and when this agreement will take effect and cease (if applicable).
* We will also notify our students, staff and ASQA within **30- days** of any third-party agreements are coming to an end.

## Written Agreements

It is important to ensure there is a written agreement in place with each third-party service provider, whether it be for marketing services, or for student recruitment services.

All written agreements should include:

* The name of our RTO and the third-party provider;
* The start and end date of the arrangement;
* The nature of the arrangement including how we will cooperate together;
* The scope of services to be provided including the implementation processes;
* The costs involved – including payments and refunds (if applicable);
* The rights, responsibilities and obligations of each party – including compliance matters;
* The monitoring and review of quality of services, effectiveness and performance of the third-party through regular management meetings, internal and external audits, feedback collection from stakeholders, and site visits (if appropriate) – including monitoring frequency;
* The requirement of the third-party to participate in auditing and monitoring activities, and provide accurate and factual responses to information requests from ASQA relevant to the delivery of the services and in the conduct of audits and the monitoring of the operations;
* The declaration in writing of any conflicts of interests;
* Continuous improvement processes;
* Managing of complaints and appeals;
* Any remedial clauses of action where there is a dispute;
* Termination clauses; and
* Where the third-party is:
  + A non-RTO and will be recruiting students on our behalf:
    - It is made clear that the third-party is only recruiting prospective learners on our behalf and the arrangement details are to be included, and
    - All marketing is to be in our name and not in the name of the third-party.
  + Going to be delivering any training and/or assessment, it is important that the following is also included in the written agreement:
    - The scope of training and/or assessment is provided by us and not the third-party;
    - The third-party provider cannot advertise any VET courses in their own name;
    - The third-party provider cannot use the AQF, NRT or our logo on any resources aside from those provided by us;
    - Students are enrolled as our students and not students of the third-party;
    - AQF certification documentation are issued in our name, not the third-party provider’s name;
    - Provision of training and assessment materials, resources and facilities;
    - Management and support of learners with a disability to ensure access, equity, fairness and provision of suitable reasonable adjustments;
    - Provide for learning environments which supports the learner’s diversity;
    - Accommodation of policies that identify and support the learners’ wellbeing;
    - The mechanisms through which we will systematically monitor the third-party provider, such as:
      * How we will ensure that the Trainers & Assessors provided by the third-party meet the requirements of the Standards for RTOs, and
      * How we will review the training and assessment materials, resources and facilities (if provided by the third-party);
    - Record-keeping processes;
    - Details of which party will validate completed student assessments;
    - Participate in Appeals processes, as needed;
    - Any obligations relating to government subsidies or other financial support (if applicable), including any costs associated with the provision of training and assessment (including interest or similar costs) and any debt incurred.

## Monitoring of Third-Parties

Training 2U is committed to ensuring that any third-party arrangements we enter into and have in place is adequately monitored using a robust process. This enables us to promptly detect any practices or systems the third-party may have in place that is not ethical, just or in the best interests of our business and our students. Prior to entering into an agreement with any third-party, it is a policy of Training 2U to ensure we have developed a thorough monitoring system in place, at regular intervals, written into the agreement. These intervals will vary depending on the service offered and the length of time they have worked with us, but it will be undertaken at least once a year.

These monitoring systems may include, but is not limited to:

* Engaging with stakeholders such as students, the industry and their other clients or partners;
* Undertaking independent research and due diligence activities;
* Generating for data, documents and reports from our systems and other parties; and
* Conducting audits on the third-party’s practices and systems.

## Termination of Third-Party Agreements due to Misconduct

Where Training 2U becomes aware of, or reasonably suspects that the engagement of a third-party, or an employee or sub-contractor of that third-party, participates in the conduct as set out below, the agreement with the third-party will be terminated effective immediately:

* Engaged in, or have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers;
* Carries on in an unethical manner;
* Involved in criminal conduct – where this appears on the individual’s record; or
* Clear breach of the written agreement between Training 2U and the third-party provider.

The only exception to this would be if the third-party has terminated the individual employee(s) or sub-contractor(s) for the misconduct. Training 2U will take immediate corrective and preventative action(s) as deemed appropriate upon becoming aware of a third-party acting in a negligent, careless or incompetent manner, or engaging in false, misleading, or unethical practices, including practices that could harm the reputation of Training 2U, and the integrity of Australia’s vocational education and training industry.

Where inappropriate conduct or practices, or a breach is identified, Training 2U will undertake a review of the incident(s) and misconduct or practice or breach and apply our continuous improvement principles and processes to be able to install precautionary measures or preventative actions to prevent potential occurrences of this misconduct, practice or breach.

## Compliance

This policy aligns with:

* **Standards for RTOs 2025**:
  + **Standard 2.1** – VET students have access to clear and accurate information, including to make informed decisions about the training product and the RTO, and are made aware of changes that affect them.
  + **Standard 2.3** – VET students have reasonable access to training support services, teachers, Trainers & Assessors and other staff to support their progress through the training product.
  + **Standard 2.4** – Reasonable adjustments are made to support VET students with disability to access and participate in training and assessment on an equal basis.
  + **Standard 2.5** – The learning environment promotes and supports the diversity of VET students.
  + **Standard 2.6** – The wellbeing needs of the VET student cohort are identified and strategies are put in place to support these needs.
  + **Standard 2.8** – Effective appeal processes are available where decisions of the RTO or a third-party adversely impact a VET student.
  + **Standard 4.1** – The RTO operates with integrity and is accountable for the delivery of quality services.
  + **Standard 4.2** – Roles and responsibilities are clearly defined and understood.
  + **Standard 4.3** – Risks to VET students, staff and the RTO are identified and managed.
  + **Standard 4.4** – The RTO undertakes systematic monitoring and evaluation to support the delivery of quality services and continuous improvement.
  + **Compliance Requirements – Third party arrangements**.
* NVETR Act 2011 – Sections 93, 94, 116, 117

Failure to comply with this policy can have serious consequences, including but not limited to:

* **For the RTO** – breaches of legislation or regulatory requirements may result in financial penalties, loss of registration, reputation damage, or regulatory enforcement actions, such as audits or sanctions.
* **For Staff Members** – staff found to have knowingly or negligently failed to comply with this policy and any associated legislative or regulatory requirements may face disciplinary actions, up to and including termination of employment.
* **For Third-Parties** – termination of the agreement and potential legal action for breaches or unethical conduct.

## Continuous Improvement

* Feedback from staff, learners, clients and industry stakeholders will be used to inform improvements to compliance processes and the effectiveness of our operations.
* An internal audit is to be conducted at least once per year to assess our compliance with this policy and the relevant legislative and regulatory requirements. The audit schedule is outlined in our *Continuous Improvement Schedule* and areas for improvements are documented in our *Continuous Improvement Register*.
* Internal audit review questions for self-assurance purposes should include:
  + Has proper due diligence been conducted before engaging any new third-party provider, including checking for conflicts of interest or past misconduct?
  + Is there a signed, current written agreement in place for every third-party arrangement?
  + Do all written agreements include the required clauses?
  + Is there a monitoring plan for each third-party provider?
  + Have all active third-party provider been monitored within the past 12 months in line with the agreement’s terms?
  + Are records kept of all reviews, site visits and monitoring activities?
  + Has ASQA been notified of all new and concluded third-party arrangements within the required 30-day timeframe?

## Related Documents

* Continuous Improvement Register
* Continuous Improvement Schedule
* Third-Party Agreements
* Third-Party Agreement template
* Third-Party Arrangement Checklist

## Third-Party Screening and Appointment Procedure

1. **Review our capabilities**
2. Review our resources and conduct a SWOT analysis to uncover whether we are able to undertake the requirements in-house, or whether it will need to be outsourced to a third-party.
3. **Consult with stakeholders**
4. Reach out to relevant stakeholders for input and suggestions. Find out their thoughts on the proposed undertaking, get feedback on ideas and seek out contributions on all matters relating to the requirements.
5. **Undertake market research and risk analysis**
6. Investigate the services available on the market.
7. Compare the value of the services offered by the various service providers.
8. Undertake a risk analysis of the various service providers.
9. **Complete background check on potential provider**
10. Verify their claims and confirm their experience and qualifications (where applicable).
11. Review the feedback provided on any publicly available platform and avenue to find out what their current and past clients have to say about them and their services.
12. Check if the potential provider has been involved in any potential or confirmed criminal conduct, and confirm that they are reliable, work ethically and responsible, and are a suitable fit.
13. ***Only if applicable:* Seek written approval from ASQA**
14. Where we are considering a partnership which involves the training and/or assessment of any ‘VET courses of concern’, we will need to write to ASQA to seek written approval before entering into an agreement with a third-party provider.
15. Under no circumstances are we to enter into an agreement prior to ASQA’s approval where it concerns the training and/or assessment of any ‘VET courses of concern’.
16. ***Only if applicable:* Ensure the other RTO has the relevant qualification or course on their scope of registration**
17. Where we are considering a partnership which involves the delivery of training and assessment by another RTO, Training 2U must verify that the other RTO has the relevant qualification or course on their scope of registration.
18. ***Only if applicable:* Ensure that the non-RTO does not ‘use’ our registration**
19. It is important that the non-RTO does not ‘use’ our registration to:
    * + - Issue any Qualifications or Statements of Attainment in their name or with their logo included; and
        - Offer, advertise, or provide a VET course in their own name or on their own behalf.
20. **Develop and implement strategies, mechanisms and resources for monitoring and review**
21. Set a schedule for the monitoring and review.
22. Develop a process for the review. We re to systematically review and monitor any services delivered on our behalf and ensure that the services comply with the Standards of RTOs at all times. Training 2U will not use a third-party arrangement to avoid responsibility for our compliance with the NVETR Act 2011 or the Standards for RTOs. We are entirely responsible for all services provided on our behalf and this is why it is important we have strong measures in place to monitor the practices, systems, activities and performance of our third-party providers.
23. **Negotiate terms and prepare agreement**
24. The CEO is to negotiate the terms of the service with the third-party provider.
25. Once agreed upon, have the lawyer prepare an agreement.
26. **Finalise, enter and execute agreement**
27. Once the agreement is prepared and the terms agreed on in writing with the third-party provider, the CEO is to sign and execute the agreement.
28. Once signed and executed, the CEO is to prepare an implementation plan and delegate the activities to the personnel with the right skill set and strengths.
29. Roll out implementation plan.
30. **Save written agreement**
31. It is important to securely store the signed agreement.
32. **Notify ASQA, students and staff of the new arrangement**
33. We are responsible in notifying ASQA of any third-party agreement by uploading the signed agreement onto ASQAnet. This is to be completed by the Administrative & Support Staff within **30-days** of entering into the agreement, or prior to the obligations taking effect, whichever occurs first.
34. A notice is to be sent out to students and staff within **30-days** or entering into the agreement, or prior to the obligations taking effect, whichever occurs first.
35. **Monitor and review**
36. Regularly monitor the practices, systems, activities and performance of the third-party provider as planned in Step 8.

## Third-party Screening and Appointment Process Flow-Chart

Review our capabilities

Undertake market research and comparison and risk analysis

Consult with stakeholders

Regularly monitor the practices, systems, activities and performance of the third-party provider

***Only if applicable:*** Seek written approval from ASQA

Complete background check on potential provider

Develop and implement strategies, mechanisms and resources for monitoring and review

***Only if applicable:*** Ensure the other RTO has qualification or course on scope

***Only if applicable:*** Ensure that the non-RTO does not ‘use’ our registration

Negotiate terms and prepare agreement

Finalise, enter and execute agreement

Save written agreement safely and securely

Notify ASQA of the new arrangement

**Version Control**

|  |  |
| --- | --- |
| **Title** | **Policies and Procedures – Privacy Protection** |

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| --- | --- |
| Date of Approval | 1 July 2025 |
| Next Review Date | 1 July 2026 |
| Responsible Authority | CEO – Tooba Khan |
| Version Number | 2.0 |
| File Location | organisation’s server |

**Details of Changes**

|  |  |  |
| --- | --- | --- |
| **Version No.** | **Date** | **Amendments** |
| Version 1.0 | 01/02/2022 | - |
| Version 1.1 | 15/01/2024 | Fixed minor grammatic errors |
| Version 2.0 | 01/07/2025 | Updated in line 2025 Standards for RTOs |

*Add more rows as required.*