

1.03.837 PARTNERSHIP & THIRD PARTY ARRANGEMENTS

What You Need to Know – Key Take Outs

- 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.

Always read this Policy in conjunction with the Related Procedures identified below.

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.
Purpose	To meet the requirements of: <ul style="list-style-type: none"> National Vocational Education and Training Regulator Act 2011 Standards for Registered Training Organisations 2015
Risk Statement	IRT has a zero risk appetite for failing to meet its legislative obligations.
Scope	The scope of this policy covers all IRT Academy students, employees and/or third parties acting on behalf of IRT Academy.
Related Procedure	See IRT Academy Procedure Manual
Related Documents	<ul style="list-style-type: none"> IRT Academy Procedure Manual Partnership-Third Party Pre-Agreement Checklist_v1.0 Third Party and Partnership Register Third Party and Partnership Agreements
Compliance Requirements	<ul style="list-style-type: none"> National Vocational Education and Training Regulator Act 2011 Standards for Registered Training Organisations 2015
Policy Owner	Group Head IRT Academy
Effective Date	July 2021
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1 POLICY PRINCIPLES

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.

1.1 Informing ASQA (the National VET Regulator)

When entering into or concluding a partnering/third party arrangement either with an RTO or non RTO partner, the Group Head IRT Academy 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 Within 30 calendar days of the agreement coming to an end.

1.2 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.

1.3 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 an IRT Executive Leadership Team meeting and if circumstances necessitate will be escalated to the IRT Chief Executive Officer should significant risk to IRT Academy and its' students /staff/stakeholders be identified.

1.4 Marketing and Advertising Material

Marketing material used by our partners must be approved by the IRT Academy Group Head IRT Academy. 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.

1.5 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.

In Practice Example:

IRT Academy enters a third party agreement with ABC RTO to conduct workplace assessments on behalf of IRT Academy in Queensland. IRT Academy establishes a written agreement that has been authored by IRT Legal with ABC RTO and within 30 days notifies ASQA of the arrangement as required by Clause 2.3 of the Standards for RTOs 2015.

2 ROLES AND RESPONSIBILITIES

Role	Responsibility
Policy Owner - Group Head IRT Academy IRT Academy	<ul style="list-style-type: none"> Ensuring the currency and appropriateness of the policy to meet regulatory and legislative requirements.
Policy Monitor – Learning and Development Manager and Learning solutions Manager	<ul style="list-style-type: none"> Ensure day to day implementation and compliance with policy.
Policy Subject Matter Expert - IRT Legal Department	<ul style="list-style-type: none"> Provide expert advice regarding legal implications of partnerships and/or third party arrangements.
Policy Implementation - All other IRT Academy personnel	<ul style="list-style-type: none"> Implement procedure as per IRT Academy Procedure Manual

3 DEFINITIONS

In this Policy, words have the following meaning:

Term	Definition
RTO	Registered Training Organisation