

Third Party/Auspice Arrangements Policy

PURPOSE

This policy sets out how SLSWA approaches arrangements with third parties for performance of services on its behalf, with training and delivery of competency based training and assessment of nationally recognised units.

SCOPE

This policy applies to all arrangements when we engage or permit a third party to deliver services on our behalf in relation to all products on our scope of registration.

REGISTRATION OF AGREEMENTS

All third party agreements will be registered with the Training accreditation council (TAC WA regulator), within 30 days of being entered into or terminated (as per RTO3 form).

WRITTEN AGREEMENTS

In all instances where a third party delivers services on our behalf in relation to products on our scope of registration, we will put into place a written agreement with that third party.

The agreement will contain as a minimum:

- Standard contractual terms (duration, scope, location, review, termination, insurance fees and payments, disputed, notices, intellectual property, entries, name and contact details)
- Specific responsibilities of SLSWA but not limited to:
 - Actively and regularly monitoring the activities and performance of the third party including a schedule of monitoring activities information and data used
 - Acting quickly and decisively on identified breaches of the agreement, the Standards for Registered Training Organisation (RTOs) 2015, or agreed ethical standard of practice/conduct
 - Ensuring compliance with the standards and accepting responsibility for that compliance
 - Ensuring satisfaction of the VET quality framework and accepting for that satisfaction

Specific responsibilities and our expectations of the third party but not limited to:

- Compliance with the standards of the extent they apply to a third party with respect to the services they are delivering on our behalf
- Operating on ethical and professional business
- Only using advertising, marketing and recruitment materials provided or approved by SLSWA
- Clearly disclosing RTO number (51104)
- Accurately representing our organisation, scope of registration, capabilities, products of the partnership with the RTO and the outcome to the candidates.

- Collecting, handling and maintaining all information, documentation and data in line with legislative requirements and the Standards
- Cooperating with SLSWA in a timely manner with any concerns or requests regarding data collection.

NON-NEGOTIABLE EXCLUSIONS

In any third party agreement, the following services are non-negotiable and in all cases are to be excluded from such an agreement:

- Resolving complaints about our services, products (SLSWA will always maintain responsibility for settling any disputes or complaints candidates have about our services)
- Subcontracting any part of the services to the third party performing on our behalf (the risk is too great to the RTO to ensure quality assurance practices and to comply to the RTO Standards)
- Issuing qualifications, statement of attainment or testamurs on our behalf (SLSWA will issue AQF documentation to a candidate enrolled with SLSWA who is eligible)

SUBCONTRACTING

SLSWA under no circumstance will permit third parties to subcontract any part of the service they are engaged to perform on SLSWA's behalf.

CANDIDATE SUPPORT

Where we identify an applicant as requiring additional support and we are unable to provide that in our own right, we will refer the candidate to one or more specialist providers of such support. Candidates whom we refer to such providers make their own choice to participate in those providers services and are free to decline services, or engage another specialist whether referred by us or not.

In these situations, we do not establish written agreements with those specialist providers on the same basis as we do with third party's performing candidate recruitment, training and or assessment services on our behalf.

However, we do take an active approach to management of such partnerships with particular focus on the welfare of learners and the satisfaction of their needs in relation to the support being provided.

AUTHORITY TO ENTER INTO AGREEMENTS

The Training and Education Coordinator and RTO Compliance Officer has the authority to execute the agreements for third party performance of services on our behalf.

ADDITIONAL

This policy should be read in conjunction with the following:

- Standards for registered training organisations (RTOs) 2015
- TAC fact Sheet (RTO3 Form)
- Legalisation and VET Policy
- SLSWA Code of Practice