

<b>Policy Name:</b>	<b>THIRD PARTIES</b>
<b>Policy No.</b>	<b>MR2.0</b>
<b>Issued:</b>	21 December 2022
<b>Reviewed:</b>	

### **Purpose**

To protect the quality and standard of training or other services that may be undertaken by third parties on HITsa's behalf.

### **Policy**

All services provided by third parties will be delivered to the same standard as that required of HITsa and these standards will be agreed in writing by both HITsa and the third party.

### **Areas Affected**

Any

- marketing and recruitment services
- access to facilities and resources
- training and assessment of a training product

outsourced by HITsa to any third party other than to Saturno's Admin Pty Ltd (ABN 15 008 218 460) which is a private company with common ownership to HITsa and therefore presumed to be one-and-the-same.

### **General**

HITsa, the Registered Training Organisation, is responsible for issuing qualifications and/or statements of attainment for training products listed on its scope on the national register. If any part of the training delivery or service is delegated to a third party, HITsa continues to remain accountable for the quality and relevance of the training, and compliance with the RTO Standards. This ultimate accountability cannot be delegated to a third party.

Obligations include

- Providing data
- Cooperating with ASQA
- Complying with advertising and marketing standards
- Informing prospective students
- Dealing with complaints and appeals
- Collecting fees
- Record keeping

### **Trainers & Assessors**

HITsa does not engage third parties to deliver accredited training or assessment. All trainers and assessors will be employees of HITsa.

## Guest Presenters

On occasion, guest presenters may be engaged to enhance the learner experience. In these circumstances, this interaction will be overseen by the HITsa trainer rostered for the training assignment.

At no time will the guest presenter be left alone with students or in any way present as the trainer responsible for training delivery (assumed or otherwise).

Guest Presenters will receive an induction before they commence their training assignment and will be required to comply with all relevant HITsa policies and procedures.

To maintain HITsa's high standards of training delivery, guest speakers must have the following skills and attributes –

- Current industry experience which will enhance the learner's experience eg. personal career progression, aspirational business or employment, successfully addressing barriers
- Strong communication and presentation skills
- Positive attitude
- Motivating presentation style
- Knowledge and understanding of work health and safety requirements
- Fluent written and spoken English

## Workplace Supervisors

A workplace supervisor is not considered a third party.

The position of a workplace supervisor is to coach, mentor and support students placed at the location for work placement or to supervise employees undertaking a traineeship or apprenticeship.

A workplace supervisor may be required to assist in the collection of evidence by observing competencies in the workplace. The workplace supervisor may also need to confirm the demonstration of knowledge and skills by the learner to the prescribed standard.

HITsa's Student Placement Agreement further details the expectations of Workplace Supervisors.

## Third Parties

The RTO Standards 2015 define a Third Party is any party that provides services on behalf of the RTO but does not include a contract of employment between an RTO and its employee.

## Third Party Agreement

A Third Party Services Agreement template has been created for the purpose of documenting agreed terms between HITsa and a third party. This document provides transparency to assist HITsa in the management of its service quality.

The template incorporates the following –

- Names of the both parties – HITsa and the third party
- Start and end date of the agreement
- Setting out both parties' obligations under the agreement, specifically
  - Any training and/or assessment is provided in the name of HITsa and not the third party
  - The third party cannot advertise any VET courses in its own name
  - Students are enrolled as students of HITsa, not the third party
  - Qualifications and/or statements of attainment are issued in the name of HITsa, not the third party
  - The third party cannot advertise any VET courses in its own name
  - HITsa to provide training and assessment materials, resources and facilities;
  - HITsa to review all marketing initiatives;
  - Prescribe the pre-enrolment process, including the need to provide current and accurate pre-enrolment information
  - Arrangements for commission or fees to be retained by the third party
  - The mechanisms through which the RTO will systematically monitor the third party (to ensure total compliance with RTO Standards)
  - Record keeping procedures for enrolment information and completed assessments
  - Details of which party will validate completed student assessments
  - Any obligations of either party relating to government subsidies or other financial support

- Clauses requiring the third party to cooperate with ASQA and provide accurate responses to requests about delivery of services.

Clauses of the third party agreement template must not be amended without approval of the General Manager.

This agreement will be reviewed at least bi-annually by HITsa's legal advisors (currently Cleland Lawyers). Delegated Authorities will prescribe who may sign a third party agreement on behalf of HITsa. This authority will be determined by dollar value and/or length of the agreement.

A copy of the executed third party agreement will be provided to the third party. The original will be held on file by HITsa, together with record of regular review, as evidence of compliance with RTO Standards 2.3 and 2.4

HITsa will notify ASQA via asqanet whenever a third party agreement commences or ends.

**END**

Date	Version	Amendment(s)
20.03.23		Original Document – Replaces HITP0055/8, HITP0054/9