



<b>POLICY</b>	
<b>Purpose</b>	<p>ATAR Design is committed to providing quality training and assessment in accordance with the Standards for Registered Training Organisations (SNRs 2015). As such, ATAR Design must have written agreements in place with third parties (other organisations or persons) that provide training and /or assessment on its behalf.</p> <p>ATAR Design must have sufficient strategies and resources to systematically monitor any services delivered on its behalf to ensure they comply with the SNRs 2015 at all times.</p> <p>The purpose of this policy is to ensure that services provided by a third party are subject to a written agreement and that the third party complies with the SNRs RTOs 2015 at all times.</p>
<b>Standard reference</b>	2.1, 2.2, 2.3, 2.4, 7.3,8.2
<b>Who is responsible</b>	The CEO is responsible for ensuring compliance with this policy.
<b>Review date</b>	Every 12 months
<b>Definitions</b>	<p>The following words and expressions have the following specific meaning, as in the Standards for Registered Training Organisations (RTOs) 2015.</p> <p>Third party means any party that provides services on behalf of the RTO but does not include a contract of employment between an RTO and its employee.</p>
<b>Policy</b>	<p>ATAR Design acknowledges that it must manage partnering arrangements with third party providers who conduct training and assessment services of its behalf, and that those services comply with the SNRs at all times.</p> <p>ATAR Design is committed to ensuring that appropriate partnering arrangements are entered into and that these are monitored to ensure their effectiveness and compliance.</p> <p>ATAR Design will:</p> <ul style="list-style-type: none"> <li>• Develop and maintain written agreements with all third parties providers delivering training and assessments services on its behalf;</li> <li>• Monitor the implementation of training and assessment products and services by third parties through audit processes;</li> <li>• Specify roles and responsibilities for each party to the agreement in compliance with the Standards for Registered Training Organisations;</li> <li>• Ensure all parties sign and are provided with a copy of the written agreement; and</li> <li>• Maintain a register of all agreements held with third party providers.</li> </ul>

## POLICY

### Policy principles

The following principles underpin this policy.

- ATAR Design manages training and assessment provided by third parties on its behalf by documenting and recording agreements covering the responsibility of both parties, the implementation and monitoring of the agreements and making improvements where required.
- As ATAR Design is accountable for the quality of training and assessment provided by third party providers, it is essential that written agreements clearly articulate fully the roles and responsibilities of all parties.
- Arrangements will be identified, evaluated and agreed through consultation with prospective third party partners ensuring a mutually beneficial partnering arrangement.
- Contract trainers and assessors who provide training for enrolled clients are NOT required to sign a third party agreement; they will be subject to all policies and procedures as an employee/contractor of ATAR Design.
- All third party providers who enrol their own clients are required to agree, sign and comply with a written agreement for services undertaken on behalf of ATAR Design.

The written agreement will specify arrangement for:

- Ensuring that training and assessment products and services are appropriate and continuously improved;
- Developing, monitoring and reviewing training and assessment strategies;
- Ensuring that staff, facilities and equipment are in place, as described in training and assessment strategies;
- Providing information to clients on training, assessment and client support services provided, as well as their rights and responsibilities as learners;
- Where relevant, ensuring that employers and others are engaged in the development, delivery and monitoring of training and assessment;
- Providing educational and support services to clients;
- Managing records and providing data;
- Issuing qualifications and statements of attainment;
- Managing complaints and appeals;
- Marketing and advertising of products and services, in compliance with SNRs, including the approval process;
- Provision of client information.
- Will monitor and review third party training and assessments services and arrangements to ensure they comply with all Standards for RTOs at all times.

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	<p>Monitoring activities may include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• Regular reporting including client feedback;</li> <li>• Site visits to the third party provider sites;</li> <li>• Assessment validation;</li> <li>• Auditing.</li> <li>• Third party providers must abide by Fee Protection Policy and practices as defined in Schedule 6 of the Standards for RTOs. (See Financial Management Policy)</li> </ul> <p>All third party providers must comply with all requirements of SNRs 2015 and all policies and practices at all times, with particular regard to the following:</p> <ul style="list-style-type: none"> <li>• Appeals</li> <li>• Complaints</li> <li>• Client information</li> <li>• Marketing</li> <li>• Validation</li> <li>• Evaluation and feedback</li> <li>• Auditing</li> <li>• Cooperation with the VET Regulator</li> <li>• Fees</li> <li>• Data provisions</li> <li>• Records keeping</li> </ul>
<b>Records management</b>	<p><b>Access and Equity</b> The Access and Equity Policy applies. (See Access and Equity Policy)</p> <p><b>Records Management</b> All documentation related to third party arrangements are recorded and maintained in accordance with the Records Management Policy. (See Records Management Policy)</p> <p><b>Monitoring and Improvement</b> All partnering practices are monitored by the CEO and areas for improvement are identified and acted upon. (See Continuous Improvement Policy)</p>

PROCEDURE		
Step	Who	Procedure
1 Development / Modification of Agreement Template	CEO	<ul style="list-style-type: none"> <li>Develop the Partnering agreement template ensuring compliance with Standards for Registered Training Organisations (SNRs 2015).</li> </ul>
2 Completion of Written Agreement with Third Party Provider (TPP)	CEO	<ul style="list-style-type: none"> <li>Discuss, negotiate and agree on the conditions of the agreement with TPP.</li> <li>The written agreement is created and provided to the TPP for review.</li> <li>Two (2) copies of the written agreement are signed by both the CEO of ATAR Design and the appropriately authorised managerial representative of TPP.</li> </ul>
	Admin	<ul style="list-style-type: none"> <li>Create TPP file.</li> <li>One of the 'original' signed copies of the written agreement is placed on the TPP File.</li> <li>The other 'original' signed written agreement is provided to the TPP.</li> <li>Update the 'MOU register'.</li> </ul>
	CEO	<ul style="list-style-type: none"> <li>Within 30 calendar days of the agreement being entered into and prior to the obligations of the agreement taking effect (whichever comes first), advise the VET regulator of the written agreement with the Third-Party Provider.</li> </ul>
3 Monitoring of the Agreement with Third Party Provider (TPP)	CEO	<ul style="list-style-type: none"> <li>Monitor and audit the arrangement each year in accordance with the undertakings within the written agreement ensuring both parties are complying with the agreement.</li> <li>Maintenance of the agreement and services provided will be in accordance with that as specified in the agreement.</li> </ul>
4 Termination of Written Agreement with Third Party Provider (TPP)	CEO	<ul style="list-style-type: none"> <li>Monitor and ensure due process with termination conditions within the written agreement.</li> <li>Complete 'Termination of Third Party Agreement Form' by all parties.</li> <li>File completed 'Termination of Third Party Agreement Form' on TPP file.</li> <li>Within 30 calendar days of the agreement coming to an end, advise the VET regulator of the written agreement with the Third Party Provider.</li> </ul>

## TERMINATION OF THIRD PARTY AGREEMENT FORM

### SECTION 1 – PARTIES TO THE THIRD-PARTY AGREEMENT

Third Party Provider:	
Contact Name:	
Contact Position:	
Address:	

### SECTION 2 – TERMS OF THE TERMINATION

This notice serves to document the termination of the Memorandum of Agreement (MOA) between ATAR Design (RTO) and (XXXXXX) (TPP) for the provision of training and assessment services through a partnering arrangement.

As per Clause 5.1 of the MOA the agreement is to be terminated on the following grounds (Tick Applicable):

- ☐ By either party giving three (3) months' notice in writing to the other party at any time.
- ☐ Mutual agreement between the parties in writing;
- ☐ By either party if the other party has without good cause not substantially completed the objects of this Agreement within its Term (or any agreed extension thereof);
- ☐ By RTO immediately if TPP fails to pay any amount properly payable by TPP under this Agreement within fourteen (14) days of TPP receiving notice from RTO of the overdue payment;
- ☐ By RTO or TPP (whichever is the non-defaulting party) upon any material breach of this Agreement (which is capable of being remedied) if within twenty one (21) days of receipt by the defaulting party of Notice from the non-defaulting party requiring compliance if such breach is not remedied;
- ☐ By RTO or TPP (whichever is the non-defaulting party) upon the non-defaulting party becoming aware of the commencement of any bankruptcy liquidation or reorganization proceedings involving any other party to this Agreement whether or not supervised by that latter party's principal regulatory or supervisory authority;
- ☐ By RTO if TPP fails to comply with any statutory or regulatory requirements;
- ☐ By RTO if TPP business ceases to operate;
- ☐ After the expiration of the Term (or any agreed extension thereof) by one party serving Notice upon another party that the Agreement is at an end.

Termination date:

### SECTION 3 – AUTHORISATION

Full Name:		Position:	
Signature:		Date:	
Full Name:		Position:	
Signature:		Date:	

### ADMIN USE ONLY

Actions Implemented:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	/ /
By:		Signature:	
VET Regulator Advised:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	/ /
Reported By:		Signature:	