

PROCEDURE C2.0-P2.0

THIRD-PARTY PARTNERS

1.0 INTRODUCTION

1.1 Related Policy

Third-Party Policy

1.2 Purpose

The purpose of this procedure is to outline the processes involved in the development, implementation, management, and quality assurance of Third-Party Partners (TPP).

1.3 Scope

This procedure applies to AIM staff and staff of TPP providing educational services under a third-party agreement with AIM. It applies to all third-party agreements and to any courseware licensing agreement where AIM courseware is provided under license to a third party.

1.4 Scope Exceptions

None.

2.0 RESPONSIBILITIES

1. The AIM CEO is responsible for approving initial discussions with a proposed TPP.
2. The Executive Director, AIM VET, the Chief Financial Officer, and the VET Compliance and Operations Manager are responsible for conducting due diligence on the proposed TPP.
3. The Executive Director, AIM VET is responsible for commissioning the development of a Third-Party Agreement (TPA) and establishing a Partnership Committee.
4. Legal counsel is responsible for providing a template for the TPA and Schedule and advice if and where required.
5. The Executive Director, AIM VET is responsible for working with the authorised officer of the proposed TPP to develop the TPA and Schedule(s).
6. The Chief Financial Officer is responsible for reviewing the TPA and related Schedule(s).
7. The Chief Executive Officer is responsible for approving the TPA and Schedule(s).
8. The Chief Executive Officer is responsible for signing the TPA or delegating this to the Executive Director, AIM VET in accordance with the Scenia Delegation of Authority Policy.
9. The Partnership Committee and Executive Director, AIM VET are responsible for monitoring and reviewing the third-party relationship and course provision by the TPP.

10. The Executive Director, AIM VET is responsible for the day-to-day monitoring of services, including course provision by the TPP.
11. Both AIM and the TPP are responsible for complying with their obligations under the Third-Party Policy and Procedure, the Third-Party Agreement, and the Framework for the Management of Third-Party Course Delivery Arrangements (the Framework).

3.0 PROCEDURE

3.1 Development of a Third-Party Partnership

1. A recommendation to pursue a third-party relationship with another company must be made to the Executive Director, AIM VET who will discuss this with the Chief Executive Officer and Chief Financial Officer.
2. A company may approach AIM proposing itself as a third party, and such an approach must be directed to the Executive Director, AIM VET, and the process outlined above will be followed.
3. A due diligence and risk assessment is conducted by the Executive Director, AIM VET, Chief Financial Officer, and VET Compliance and Operations Manager on the proposed TPP, as outlined in the Framework, including where relevant a visit to its premises to assess quality and safety of learning arrangements and resources. The VET Compliance and Operations Manager reviews proposed partnerships against requirements of the Standards for RTOs 2015 and the VSL Act 2016, as relevant.
4. If the due diligence is approved, the CEO requests the Executive Director, AIM VET to:
 - a. develop a Third-Party Agreement
 - b. establish a Partnership Committee for the TPP, which will be the operational committee once the TPA is signed.

3.2 The Third-Party Agreement

1. The Executive Director, AIM VET and other AIM staff as required, develop a draft TPA and individual Schedules for each course to be provided by the proposed TPP. The Executive Director, AIM VET will negotiate with the authorised officer of the proposed TPP during this process and consult with the Chief Financial Officer where required.
2. The TPA and/or Schedules will include, but are not limited to:
 - a. Governance
 - b. Quality Assurance and Review arrangements
 - c. Courseware licensing, if applicable
 - d. The TPP's responsibilities, which will include:
 - i. to comply with AIM's policies and procedures, with each aspect of the student and course lifecycle noted and referring to the relevant policy and procedure with URL links.

- ii. to uphold the requirements of the Standards for RTOs 2015 and VSL Act 2016 (if relevant).
 - iii. to maintain and store records and share data reports and
 - iv. to comply with the TPA.
- e. AIM's responsibilities, including training and development of TPP staff as required.
 - f. Invoicing arrangements and fees
 - g. Staffing arrangements, including any specialist staff
 - h. Insurance cover and indemnity clauses
 - i. Health and Safety
 - j. Marketing and student recruitment
 - k. Confidentiality
 - l. Copyright
 - m. Review of the TPA
 - n. Disputes
 - o. Exit clauses - see clause 3.1.6. in the Third-Party Policy
 - p. Schedules, which include one for each course and one for the Framework for the Management of Third-Party Course Delivery Arrangements, as relevant.
 - q. Course details in Schedules will comply with the course and units and will include all the areas listed in the Framework as well as:
 - i. Language of delivery - English
 - ii. Delivery sites
 - iii. Delivery mode
 - iv. Minimum and maximum students where applicable.
 - v. Specialist equipment required.
 - vi. Work integrated learning, if applicable.
 - vii. Teaching periods (normally aligned with AIM's teaching calendar)
 - viii. Student support available
 - ix. Student and other records
 - x. Student fees and refunds
 - xi. Graduations
 - xii. Testamurs/Statements of Attainment
 - xiii. Any other necessary aspect.

3.3 Approval of the Third-Party Agreement

1. The Executive Director provides the draft TPA to the Chief Financial Officer for review.

2. The Chief Executive Officer, or delegate, approves the TPA. If rejected, it will be returned to the Executive Director for further work.
3. The Chief Executive Officer and/or the Executive Director are authorised to sign the agreement (four originals) on behalf of AIM.
4. The Executive Director AIM provides four (4) originals of the approved and signed TPA to the TPP authorised officer, requesting for all to be signed, for the TPP to retain two originals and to return two originals to be held by AIM.
5. The CEO/Executive Director will retain one original copy and provide the Executive Director with the other.
6. The TPA is recorded in AIM's internal shared drive and Third-Party Register.

3.4 Notify and seek approval for third-party arrangements.

1. All third-party arrangements:
 - a. must be notified to ASQA within 30 days of both commencement and cessation.
 - b. that concern Smart and Skilled funded VET courses, must have Training Services NSW approval at least 28 days prior to commencement of service delivery.
 - c. that concern VET Student Loans must be notified to the Department of Education via HITS within 30 days of commencement. Approval must be obtained from the Department of Education for TPP that do not meet section 15 of the VSL Act 2016, that is, if they are not an approved VSL provider, an approved TEQSA provider or otherwise approved by the Department of Education.

3.5 Management of the TPP

1. The Partnership Committee is responsible for monitoring and managing the TPP relationship and for providing reports to the AIM Executive Leadership team as required.
2. The Executive Director AIM provides day-to-day monitoring and management of services, including course provision by the third party.
3. The Registrar, AIM manages the admissions and issues awards for the students of the third party.
4. Both the Partnership Committee and the Executive Director AIM use the AIM Framework for the Management of Third-Party Course Delivery Arrangements to guide the management of the TPP's delivery of the Course.

3.6 Monitor and Report on Third-Party Arrangements

1. All third-party arrangements must be systematically monitored to ensure services always comply with the Standards for RTOs 2015, VSL Act 2016, and relevant legislation applicable.
2. AIM must demonstrate how it systematically monitors its third-party arrangements and ensures that these services comply with the Standards for RTOs 2015. It must retain

evidence of the monitoring and the outcomes of the monitoring in accordance with NSW State government, Department of Education, and ASQA record-keeping requirements. The monitoring should verify how the third-party arrangements are being implemented and how the third party's practices and processes align with the written agreement and the Standards. Evidence should include:

- a. planned monitoring schedule.
- b. schedules of reviews conducted.
- c. reports on reviews conducted; and
- d. if a review identifies non-compliance, evidence that non-compliances have been corrected must be retained and should demonstrate that AIM is now compliant.

3.7 Review of the Third-Party Agreement

The TPA undergoes a full review as required by the provisions of the TPA, or earlier if required.

4.0 DEFINITIONS

- **Courseware** - educational material, including software, developed for the provision of education to students.
- **Courseware licensing agreement** - the agreement whereby courseware is provided to a third party for ongoing use in the provision of the course.
- **Overseas Students** - refers to students who study a nationally recognised/accredited course in their home country or another outside of Australia.
- **International student** - refers to students who come to Australia on a student visa to study at an Australia RTO that is CRICOS registered. AIM is not CRICOS registered and does not have international students.
- **Third-Party** - an organisation providing education services to students on behalf of AIM, such as delivering an AIM unit or course. This arrangement is one in which AIM transfers aspects of, or all, training and assessment and related RTO obligations to a third party - from marketing, recruitment, and enrolment to training, assessment, and completion.
- **Primary RTO** - The primary RTO in a third-party arrangement is the lead RTO that is responsible for meeting all the RTO obligations under the Standards for RTOs 2015.

5.0 REFERENCES AND ASSOCIATED INFORMATION

- AIM Third Party Quality Framework
- [Australian Qualifications Framework](#)
- Scenia Delegation of Authority Policy
- Standards for Registered Training Organisations 2015
- NSW Smart and Skilled Contract terms and conditions/Operating Guidelines

- [VET Student Loans Act 2016](#)
- [VET Student Rules 2016](#)

6.0 POLICY/PROCEDURE OWNERSHIP

Policy Owner	Executive Director, AIM VET
Status	New
Approval Authority	CEO
Date of Approval	28 September 2023
Effective Date	4 October 2023
Implementation Owner	Executive Director, AIM VET
Maintenance Owner	VET Compliance and Operations Manager
Review Due	15 September 2026
Content Enquiries	Jessica Houston, Executive Director, AIM VET Jess.houston@aim.com.au

7.0 AMENDMENTS

Version	Amendment Approval (Date)	Amendment Made By (Position)	Amendment Details
C2.0 - P2.0	15 September 2023	VET Compliance and Operations Manager	New Procedure