

POLICY C2.0

THIRD-PARTY PARTNERS

1.0 INTRODUCTION

1.1 Context

The Australian Institute of Management Education and Training (AIM) is a nationally registered training organisation (AIM VET RTO 0049) offering short courses, skill sets and units of competency, and qualifications from Certificate IV to Advanced Diploma. AIM may collaborate with third-party partners (TPP) to deliver courses, qualifications, and educational services under third-party agreements (TPA).

This policy describes the AIM quality assurance approach for educational compliance with third-party arrangements.

1.2 Purpose

The purpose of this policy is to outline AIM's requirements ensuring compliance with:

- a. recording, notifying, and monitoring third-party arrangements as required by clauses 2.3, 2.4, and 8.3 of the Standards for RTOs 2015.
- b. seeking approval for subcontracting and brokering arrangements as required by clause 31 of the Smart and Skilled Contract and clause 21 of the Smart and Skilled Operating Guidelines.
- c. Limitations to third-party delivery as required by sections 15 and 49 of the VET Student Loans Act 2016 and section 138 of the VET Student Loan Rules 2016.

1.3 Scope

This policy and its procedure apply to AIM staff and staff of the TPP providing educational services under a TPA with AIM and includes:

- a. services such as marketing, recruitment, and enrolment of domestic or overseas students, delivery of training or assessment, providing educational and support services to students, or issuing qualifications.
- b. agents who recruit and enrol overseas students on behalf of AIM.
- c. any courseware licensing agreement where AIM courseware is provided under license to a third party.

1.4 Scope Exceptions

The requirement for a third-party written agreement does not apply when:

- a. AIM hires trainers and/or assessors as contractors, except for Smart and Skilled funded courses if the contracted trainer/assessor is not a sole trader.
- b. If non-AIM employees are used to provide training or assessment. In this event, a written agreement must be established, the trainer(s) qualifications sighted and verified, the training and assessment monitored, and the assessments validated. ASQA does not need to be notified of this arrangement.
- c. The arrangements are with a third party to provide “passive” advertising of AIM RTO services and courses; for example, for one-way communication methods, such as flyers and fact sheets.
- d. A workplace supervisor contributes to evidence collection or training.

This policy does not apply to AIM Higher Education courses.

2.0 RESPONSIBILITIES

AIM staff and staff of the TPP are responsible for complying with this policy and its procedure.

Responsibilities for actioning procedures under this policy are provided in the Third-Party Procedure.

3.0 POLICY

3.1 Principles

1. AIM is committed to the provision of high-quality teaching and learning, irrespective of where, and with whom, its courses are provided.
2. AIM develops partnerships with TPP that:
 - a. are mutually beneficial and support the corporate strategies of both AIM and the TPP.
 - b. give priority to quality, academic rigour, student experience, and student safety; and
 - c. ensure the Standards for RTOs 2015 and all relevant other legislation are reflected and maintained in the provision of courses to students.
3. AIM will regularly monitor and ensure the TPP is held accountable for its responsibilities under AIM policies, the Standards for RTOs 2015, VET Student Loans Act 2016 (as applicable), other relevant legislation, the Third-Party Agreement, and related quality controls.

4. All TPPs are subject to thorough due diligence and risk assessment before the development of an agreement between AIM and the third party.
5. All TPPs are formalised through a Third-Party Agreement (TPA) which is executed under the review of the Chief Financial Officer and approval of the Chief Executive Officer.
6. Third-Party Agreements are extensively reviewed, including due diligence and risk assessment, in line with the terms of the TPA. Where recommended by the CFO or CEO, external legal counsel will be sought on Third Party agreements.
7. Third-Party Agreements include an exit clause which provides strategies which allow AIM to meet its obligations to students should it, or the TPP, decide to exit the third-party relationship.
8. AIM must have a written agreement with any third-party organisation or person it engages to provide training services on its behalf under its RTO registration.
9. AIM must notify ASQA within 30 days of commencing and ceasing a service agreement with a third party. It must also systematically monitor services provided under third-party agreements to ensure that these services comply with the RTO Standards.
10. AIM must seek Training Services NSW approval before commencement of service delivery for the use of a third party to provide training or services for a VET course funded under the AIM Smart and Skilled contract.
11. AIM as a VET Student Loans approved provider is:
 - a. prohibited from using any third party in the capacity of broker or agent to recruit students to VET Student Loans funded courses or providing information about VET Student Loans.
 - b. required to notify the Department of Education (DE) of third-party agreements for the delivery of training, where the TPP is a VSL-approved provider, TEQSA-approved provider or otherwise approved by DE.
 - c. required to seek approval by DE prior to entering a third-party agreement for the delivery of training, where a proposed TPP does not meet criteria listed in clause 11.b.
12. AIM is committed to ensuring that all third parties engaged in the provision of training services on its behalf, comply with the required legislative, regulatory, and contractual requirements.

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 RTOs 2015
- NSW Smart and Skilled Contract terms and conditions/Operating Guidelines
- [VET Student Loans Act 2016](#)
- [VET Student Rules 2016](#)

6.0 POLICY OWNERSHIP

Policy Owner	Executive Director AIM VET
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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	28 September 2023	VET Compliance and Operations Manager	New Policy