

Third Party Delivery of VET Training and Assessment Procedure

Policy code:	AG1900
Policy owner:	Director of Skills and Education Delivery
Approval authority:	Pro Vice-Chancellor, VET and Pathways
Approval date:	09 February 2026
Next review date:	23 September 2027

Table of Contents

Purpose	1
Scope	1
Legislative context	1
Definitions	2
Actions	4
Student Engagement and Support in Third Party VET Delivery: Course Information, Promotion, Admissions and Student Welbeing.	32
Supporting documents	37
Responsibility	38
Promulgation	38
Implementation	38
Records management	38

Purpose

This procedure provides a framework for third party delivery of Vocational Education and Training (VET) services, including training and assessment in the event that the University is not able to provide the training and assessment through its existing structures. Internal resources should always be considered first, followed by the direct employment of sessional staff. Third party delivery is an alternative option in circumstances where the above options are not possible. A number of factors must be addressed before a third-party delivery arrangement can be implemented for the provision of training and assessment.

Scope

This procedure applies to all proposed arrangements where the University engages a third party to provide VET training and/or assessment services (including auspiced VETDSS programs).

Legislative context

- National Vocational Education and Training Regulator Act 2011 (Cth)
- National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025

- National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025
- Education and Training Reform Act 2006 (Vic)
- Education and Training Reform Regulations 2017 (Vic)
- Australia Qualifications Framework 2025
- Dual Sector VET Funding Contract

Definitions

A list of definitions **specifically** relevant to this procedure is included below:

Term	Definition
Approved Vendor list	Means the list of external organisations and individuals who have been approved for the provision of goods and services to the University, as held by the University's Chief Operating Office.
AQF	Means the Australian Qualifications Framework: http://www.aqf.edu.au/
ASQA	Means the Australian Skills Quality Authority: http://www.asqa.gov.au/
Assessment	Means the process of collecting evidence and making judgements on whether competency has been achieved, to confirm that an individual can perform to the standard required in the workplace, as specified in a Training Package or VET accredited program and is conducted in accordance with the principles of assessment and the rules of evidence.
Conflict of interest	A conflict of interest arises where there is a divergence between the individual interests of a person and their professional responsibilities such that an independent observer might reasonably conclude that the professional actions of that person may be unduly influenced by their own interests. This can include actual, perceived or potential conflicts of interest.
DET	Means the Victorian Department of Education and Training: http://www.education.vic.gov.au
Disallowed Persons	<p>Is an individual (natural person) or an 'entity' (including a body corporate, partnership, association, governmental or local governmental authority or agency).</p> <p>The term Disallowed Person applies where the registered training organisation has been subject to any of the following actions for performance reasons:</p> <ul style="list-style-type: none"> • A VET Funding Contract termination • Termination of an 'Other VET Funding Arrangement' • Registration cancellation, revocation or suspension (whether by the VRQA or ASQA) • Restrictions imposed on registration (whether by the VRQA or ASQA)
DJSIR:	The Department of Jobs, Skills, Industry and Regions facilitates participation and achievement in senior secondary and tertiary education

Department of Jobs, Skills, Industry and Regions	and training by supporting partnerships between providers, employers and the community and advising on public funding and regulation. It manages the Government-funded training market, public provider governance and accountability, and the apprenticeship system.
Eligible Individual	Means an individual who is eligible for Victorian government subsidised training in accordance with the eligibility requirements set out in the VET Funding Contract.
Funded Scope	Means the specific list of programs and qualifications with a status of “Approved” for which funding will be paid to the University by the Victorian government under the VET Funding Contract.
Governance	Meaning the RTO’s systems and controls to ensure quality outcomes, self-assurance, safe and inclusive environments, and continuous improvement – including oversight of third-party delivery.
Initiating Officer	The member of University Staff (usually the Program Manager) who is liaising with the third party and seeking to develop the third party arrangement.
Pre-training review	Means the review of a student’s current competencies including literacy and numeracy skills prior to training commencement.
Program Marketing Checklist	Means the form available from the University website which must be completed for all VET qualifications listed on the University’s Scope of Registration - http://training.gov.au/Home/Tga .
Relevant Person	Is an individual who has been an Executive Officer or High Managerial Agent, or at a sufficiently high level within an organisation to have exercised a material degree of control or influence over the management or direction of the organisation in relation to training delivery.
RTO	Means a Registered Training Organisation registered by ASQA (or, in some cases, a state regulator) to deliver VET services.
Scope of registration	Means the training products for which an RTO is registered to issue AQF certification documentation. It allows the RTO to: <ul style="list-style-type: none"> a. both provide training delivery and assessment resulting in the issuance of AQF certification documentation by the RTO; or b. provide assessment resulting in the issuance of AQF certification documentation by the RTO.
Standards	Means the 2025 Standards for Registered Training Organisations (RTOs) comprising: (a) Outcome Standards; (b) Compliance Requirements (including FIT and Proper Person Requirements and NRT Logo Conditions of Use); and (c) the Credential Policy (National Training Register).
Trainer and Assessor Requirements (Credential Policy)	Means the credentials required to deliver training and assessment and undertake assessment validation under the Credential Policy. This includes: <ol style="list-style-type: none"> 1. Individuals holding TAE40110 are permitted to deliver training and assessment without needing the two additional LLN/assessment units; however, they must maintain professional development and demonstrate current industry skills.

	<p>2. Individuals with a secondary teaching qualification may deliver without direction when they also hold TAES00011 or TAESS00019 or TAESS00024 (VETDSS teacher Enhancement) (or successors); otherwise, they must deliver under direction.</p> <p>3. Individuals actively working towards a credential may contribute to delivery under supervision, with satisfactory progress and completion within 2 years.</p>
Third party delivery	Any arrangement where the University does not have direct line of management over the person or organisation providing training and/or assessment services on the University's behalf.
Training and Assessment Strategy (TAS)	Means the approach of, and method adapted by, an RTO with respect to training and assessment designed to enable learners to meet the requirements of the training package and accredited course. They include the amount of training provided, which will be consistent with the requirements of Training Packages and VET accredited courses and the assessment practices that enable each learner to meet the requirements for each unit of competency or module in which they are enrolled.
University VET/ VETDSS Partnership Checklist	<p>An agreement with a third party that delivers VET/VETDSS services on behalf of the University should document which partner is responsible for ensuring compliance with each of the requirements of the Standards and should be incorporated into the formal legal agreement as an appendix.</p> <p>The checklist clearly documents who is responsible for developing, delivering or maintaining each of these resources, services, processes and records.</p>
VET Funding Contract	Means the VET Funding Contract between the Victorian Government and the University to deliver government subsidised training.
VET course or program	Means Vocational Education Training programs defined as post-compulsory education and training, excluding degree and higher level programs delivered by further education institutions that provide people with occupational or work-related knowledge and skills.
VETDSS	Means VET Delivered in Secondary Schools, which is a program that allows secondary students to combine vocational studies with their general education curriculum. Auspiced VETDSS is where the school delivers the program under the auspices of the University's scope of registration and is considered to be third party delivery for the purposes of this procedure.
VRQA	Victorian Registration and Qualifications Authority

Actions

	Activity	Responsibility	Steps
A.	Check scope of registration	Initiating Officer	Ensure the course or program is listed as current on the University's Scope of Registration.

			Where third-party delivery is proposed, confirm the agreement supports the Outcomes Standards and is reflected in the RTO's self-assurance approach. If not, the third-party provision must not proceed any further until such time as it is listed.
B.	Conduct Risk Assessment and due-diligence	Initiating Officer	<ol style="list-style-type: none"> 1. Confirm the strategic purpose of the proposed collaboration and its alignment with TAFE objectives. <ol style="list-style-type: none"> a. Evaluate the third party's reputation, including senior staff and shareholders. b. Consider the impact on existing partnerships, brand, and commercial interest. c. Review quality assurance provisions and capacity to meet ASQA 2025 Outcome Standards and Credential Policy. d. Assess financial viability using verified independent sources. e. Identify risk associated with the country/location of delivery, including regulatory and operational risks. f. Define exit strategies should the arrangement become untenable. 2. Confirm the third party's legal standing to enter a partnership: <ol style="list-style-type: none"> a. Fit and Proper Person status of partner staff. b. Approval of delivery funded training. c. Whether approval or registration has ever been terminated, revoked, suspended, restricted, or cancelled. 3. Obtain Written Declarations from Executive Officers,

			<p>directors, or managers must declare whether they have:</p> <ol style="list-style-type: none"> Been approved to deliver government-funded training. Had approval terminated for performance reasons Had registration revoked, suspended, cancelled, or restricted. Been responsible for similar compliance failures in another entity. Any actual, potential. Or perceived conflicts of interest. <ol style="list-style-type: none"> Applying Risk-Based Decision: <ol style="list-style-type: none"> If “Yes” to any the first four points, do not proceed (per VET Funding Contract and ASQA governance requirements). If “Yes” to conflicts of interest, escalate for review by the provost and International Education Committee (for international delivery) Complete a Risk Assessment and Due-Diligence Report covering: <ol style="list-style-type: none"> Strategic purpose, partner reputation, financial viability, compliance risk, and exit strategy. Risk ratings and decision outcomes. Ensure review by the TAFE Executive Team before progressing to agreement. Confirm alignment with the Standards for RTOs (2025) (Governance) and self-assurance obligations, Ensure readiness for ASQA and DJSIR audits, including SVTS submission if
--	--	--	---

			subcontracting approval is required.
C.	Obtain adequate assurance that all proposed trainers and assessors are suitably qualified	Initiating Officer	<ol style="list-style-type: none"> Obtain written assurance from the third party that all trainers and assessors must: <ol style="list-style-type: none"> ASQA Credential Policy requirements. The VET Teacher Qualifications and Competency Procedure Evidence must confirm: <ol style="list-style-type: none"> TAE40110 or equivalent is acceptable without additional LLN/ assessment units. Secondary teachers must hold TAESS skill sets (e.g., TAESS0011, TAESS00019, TAESS00024) or deliver under direction. Individuals actively working towards a credential must be supervised and completed within 2 years, with documented progress. All staff delivering VET courses must provide evidence of: <ol style="list-style-type: none"> Required qualifications and units of competency. Industry currency and professional development. Working with Children Check (WWCC) or equivalent. Evidence must be provided: <ol style="list-style-type: none"> At the commencement of the arrangement. Whenever new staff are added to the teaching cohort. Any staff delivering a VET course must be engaged and managed by the University, unless the partner organisation has the VET

			<p>course on its scope of delivery.</p> <ol style="list-style-type: none"> a. Where the partner delivers part of a qualification: <ol style="list-style-type: none"> i. The partner must be an RTO with the course on scope. ii. The University remains the principal RTO, responsible for compliance and issuance of the AQF certification. b. All advertising, marketing, recruitment, enrolment, and certification must be in the name of the principal RTO only, <ol style="list-style-type: none"> 6. Ensure the third party provides a completed Trainer Skills Matrix TSM with the supporting documentation for each trainer and assessor, including: <ol style="list-style-type: none"> a. Qualifications and units of competency. b. Evidence of industry currency and professional development. c. Supervision arrangement for those actively working towards compliance. 7. If the third party cannot provide satisfactory evidence of compliance, do not proceed until evidence is obtained. 8. Escalate unresolved gaps to the TAFE Executive Team for review before approval. 9. Confirm alignment with the Standards for RTOs (2025) (VET Workforce and Governance) 10. Ensure readiness for ASQA and DJSIR audits, including SVTS submission if subcontracting approval is required.
--	--	--	--

D.	Create documents for approval	Initiating Officer	<ol style="list-style-type: none"> 1. Prepare a Formal Proposal for Third Party Delivery and must include the following documents and demonstrate compliance with the ASQA Standards for RTOS (2025) and Skills First requirements: <ol style="list-style-type: none"> a. Business Case and Course Costing. <ol style="list-style-type: none"> i. Justify the strategic purpose. Compliance benefits, and risk mitigation measures. ii. Include financial viability assessment and exit strategy. b. Federation University VET/VETDSS Partnership Checklist. c. Trainer Skills Matrix (TSM) <ol style="list-style-type: none"> i. Include supporting documentation detailing qualifications, industry currency, professional development, and supervision arrangements for those “actively working towards” compliance. d. Training and Assessment (TAS) <ol style="list-style-type: none"> i. Provide a complete TAS for the proposed qualification, including: <ul style="list-style-type: none"> • Delivery mode(s) • Assessment methods • Delivery site(s) ii. Demonstrate alignment with the Outcome Standards (Quality Training and Assessment and Student Support) 2. Ensure the proposal explicitly identifies whether DJSIR approval is required under the Skills First VET Funding Contract (refer to step H).
----	--------------------------------------	--------------------	---

			<ol style="list-style-type: none"> 3. Confirm readiness for ASQA and DJSIR audits, including SVTS submission if subcontracting approval is required. 4. Submit all documents to the TAFE Executive Team for compliance review before progressing to internal approvals.
E.	Obtain quality assurance of proposal documentation	Initiating Officer	<ol style="list-style-type: none"> 1. Submit all proposal documents for Documents for Review: <ol style="list-style-type: none"> a. All documents created under Section D, must be submitted to the TAFE Executive Team for review and confirmation before business approval. 2. Verify Compliance and Completeness, by confirming that each document: <ol style="list-style-type: none"> a. Aligns with the ASQA Standards for RTOs (2025) b. Demonstrates compliance with Skills First VET Funding Contract obligations, including subcontracting conditions. c. Includes risk assessment outcome and mitigation strategies. 3. Determine Regulatory Approval Requirements: <ol style="list-style-type: none"> a. Identify whether DJSIR approval is required under the Skills First program (refer to section H) b. Ensure readiness for SVTS submission and compliance with notification timeframes (30 days for commencement/cessation) 4. Quality Assurance Sign-Off. <ol style="list-style-type: none"> a. The TAFE Executive Team must confirm:

			<ul style="list-style-type: none"> i. All documents are complete and accurate. ii. Governance responsibilities are clearly allocated. iii. Evidence supports compliance and audit readiness.
F.	Create documents for final internal approval	Initiating Officer	<ol style="list-style-type: none"> 1. Submit a complete package for internal approval, including: <ul style="list-style-type: none"> a. Business Case and Course Costing. b. Outlines strategic purpose, compliance benefits, risk mitigation and financial viability. c. All proposed third party delivery must follow prescribed stages: <ul style="list-style-type: none"> i. Proposal ii. Business Case iii. Course Approval d. Updated VET/VETDSS Partnership Checklist: <ul style="list-style-type: none"> i. Confirms responsibilities for Outcome Standards, Compliance Requirements, and Credential Policy. ii. Verifies that the proposed partners' quality of provision, strategic direction, and educational purpose are compatible with their values align with the Universities living values of inclusion, innovation, excellence, empowerment, and collaboration. e. Trainer Skills Matrix. f. Program Marketing Checklist: <ul style="list-style-type: none"> i. Ensures compliance with ASQA marketing

			<p>rules, Skills First guidelines, and the Universities branding requirements.</p> <ul style="list-style-type: none"> • Third-parties must not advertise VET courses in their own name. <p>ii. Training and Assessment Strategy(TAS).</p> <ul style="list-style-type: none"> • Demonstrating alignment with Outcome Standards (Quality Training and Assessment and Student Support). <p>g. Draft Third-Party Agreement include:</p> <p>i. Names of the RTO and third party</p> <p>ii. Start and end dates</p> <p>iii. Obligations of both parties:</p> <ul style="list-style-type: none"> • Training and Assessment delivered in the RTO's name only • Students enrolled as RTO students • Qualifications issued by the RTO <p>iv. Third party responsibilities for resources, facilities and compliance</p> <p>v. Monitoring mechanisms:</p> <ul style="list-style-type: none"> • Review of training/ assessment materials before use. • Credential Policy compliance for trainers/assessors. • Record-keeping for enrolments and assessments.
--	--	--	---

			<ul style="list-style-type: none"> • Validation processes. <ol style="list-style-type: none"> h. No arrangement without due diligence checks and a signed contract. i. No contract extensions without full approval process. <ol style="list-style-type: none"> 2. Confirm Compliance and Governance <ol style="list-style-type: none"> a. Ensure all documents and agreements are reflected: <ol style="list-style-type: none"> i. ASQA Standards for RTOs (2025) ii. Skills first VET Funding Contract Obligations iii. Universities governance principles, including diligence and values iv. Audit readiness for ASQA, and DJSIR, including SVTS reporting if required.
G.	Obtain program approval	Director Skills and Education Delivery	<ol style="list-style-type: none"> 1. Obtain formal approval of the program from the TAFE Board, ensuring alignment with the Universities governance and strategic principles. 2. Following the VET Program Approval and Maintenance Procedure complete all required steps for additions to scope, including: <ol style="list-style-type: none"> a. ASQA Standards for RTOs (2025), b. Verification of trainer credential under Credential Policy. c. Evidence of industry consultation and validation of training and assessment strategies. d. Risk-based review of resources and facilities. 3. Submit for Compliance Review by providing the full

			<p>documentation package to Quality Assurance Services for compliance checks against:</p> <ol style="list-style-type: none"> ASQA Standards for RTOs (2025), Skills First VET Funding Contract Obligations, including subcontracting conditions and audit readiness. Universities governance requirements for due diligence and values alignment. <p>4. Submit the program to the Course Approval Committee for final approval, confirming:</p> <ol style="list-style-type: none"> Alignment with the Standards for RTOs (2025) (Quality Training, Student Support, Industry Relevance Governance) Compliance with Skills First reporting and SVTS requirements Readiness for ASQA and DJSIR audits.
H.	Obtain final approval to proceed to agreement, subject to DJSIR approval (if required)	Director Skills and Education Delivery	<ol style="list-style-type: none"> Obtain internal governance approvals: <ol style="list-style-type: none"> Curriculum Committee International Education Committee (International Delivery) Deputy Vice-Chancellor (VET), Confirm that the proposal meets Outcome Standards (Governance) and all internal regulatory requirements. Validate whether Skills First subcontracting is required under the VET Funding Contract (refer to the DJSIR) <ol style="list-style-type: none"> Approval is mandatory if the third party is not an RTO with a current Victorian VET Funding Contract, or if the arrangement involves

			<p>RPL/Foundation Skills delivery.</p> <ol style="list-style-type: none"> 4. Ensure readiness for Skills Victoria Training System SVTS submission and compliance with notification timeframes (30days for commencement/cessation) 5. Do not proceed to agreement until written DJSIR approval is obtained where required.
I.	Notify Data and Reporting of internal approval to proceed	Director Skills and Education Delivery	<ol style="list-style-type: none"> 1. After internal approvals (Curriculum committee, International Education Committee, Deputy Vice-Chancellor VET) are secured, confirm whether Skills First Subcontracting approval is required under the VET Funding Contract (refer to DJSIR). 2. Liaise with Data and Reporting to prepare submission through the Skills Victoria Training System (SVTS) portal for DJSIR approval. 3. Ensure documentation includes: <ol style="list-style-type: none"> a. Business Case b. Governance Responsibility Matrix c. Federation University VET Partnership Checklist and, d. Compliance evidence for the ASQA Standards for RTOs (2025). 4. Validate readiness for Notification obligations: DJSIR must be notified within 30 days of commencement or cessation of any subcontracted arrangement.
J.	Obtain DJSIR Approval (if required)	Director Skills and Education Delivery	<ol style="list-style-type: none"> 1. Subcontracting any training and/or assessment services must not be undertaken without prior written from the Department of Jobs, Skills, Industry and Regions (DJSIR).

			<ol style="list-style-type: none"> 2. The Director must seek DJSIR approval where any of the following conditions apply: <ol style="list-style-type: none"> a. The proposed third party is not a Registered Training Organisation (RTO), holding a current Victorian VET Funding Contract. b. The course or program is not listed on the third party's scope of registration. c. Due Diligence response indicates a conflict of interest or compliance risk requiring regulatory oversight, d. The third party will deliver Recognition of Prior Learning (RPL) or Foundation Skills and is not listed on the RPL Approved and/or Foundation Skills Approved List maintained by DJSIR. 3. Compliance Obligations: <ol style="list-style-type: none"> a. Validate subcontracting conditions under the Skills First VET Funding Contract. b. Ensure readiness for Skills Victoria Training System (SVTS) notifications, including adherence to mandatory timeframes (30days prior to commencement or cessation of any subcontracting arrangement) c. Maintain complete records of all approvals and correspondence for audit purposes. 4. No agreement shall be executed, nor any subcontracting arrangement commenced, until approval from DJSIR has been
--	--	--	--

			obtained where required under the VET Funding Contract.
K.	Arrange written agreement	Initiating Officer	<ol style="list-style-type: none"> 1. The Initiating Officer shall provide all approved documentation, including the Business Case, Training and Assessment Strategy, Trainer Skills Matrix, Marketing Checklist, and any compliance approvals, to the Legal Office with a formal Request for Legal Services. 2. The Legal office shall prepare a written agreement in accordance with: <ol style="list-style-type: none"> a. The ASQA Standards for RTOs (2025), b. Skills First VET Funding Contract Obligations, including subcontracting conditions, audit cooperation, and SVTS reporting requirements. c. Ensures enforceability, risk mitigation, and alignment with internal governance requirements for contractual arrangements. 3. The agreement must include, at a minimum: <ol style="list-style-type: none"> a. Identification of the parties (RTO and third party) b. Term of the agreement (start and end dates) c. Obligations of both parties, including: <ol style="list-style-type: none"> i. Training and assessment delivered in the name of the RTO only. ii. Students enrolled as RTO students. iii. Qualifications with the ASQA and Skill First audit requirements. d. Provisions for monitoring, review, and termination.

			<ul style="list-style-type: none"> e. Compliance with ASQA and Skills First audit requirements. f. Prohibition on chain subcontracting. <p>4. No agreement shall be executed until:</p> <ul style="list-style-type: none"> a. All internal governance approvals have been obtained. b. Written approval from DJSIR has been secured where required under the VET Funding Contract.
L.	Prepare agreement	Legal Office	<p>1. Draft Formal Agreement, in accordance with the Standards for RTOs (2025) and the National Vocational Education and Training Regulator Act 2011 (NVR Act).</p> <ul style="list-style-type: none"> a. Ensure the agreement includes: <ul style="list-style-type: none"> i. Nature, scope, and duration of services provided by the third party. ii. Allocation of compliance responsibilities for each Standard (training, assessment, student support, marketing, record keeping, certification issuance). iii. Obligations for regulatory cooperation, including audits and provision of evidence. iv. Notification clause required compliance with the ASQA's 30 day notification rule for commencement or cessation of third party arrangements, <p>2. Draft written agreement, ensuring VET/VETDSS</p>

			<p>checklist is attached where applicable and arrange for signing by all parties in accordance with the Delegations of Authority Guideline.</p> <ol style="list-style-type: none"> 3. Attach Partnership Checklist: <ol style="list-style-type: none"> a. Incorporate the University Partnership Checklist as an appendix to the agreement, b. Confirm that the checklist clearly documents who is responsible for developing, delivering, or maintaining each resource, service, process, and record. 4. Refer to ASQA's third party arrangement fact sheet to verify: <ol style="list-style-type: none"> a. Permitted and prohibited arrangement under the NVR Act. b. Required content for agreements (extent and nature of services) c. Compliance with marketing and certification issuance restrictions. 5. Arrange for signing by all parties in accordance with the Delegations of Authority Guideline. 6. Retain executed copies for compliance and audit purposes, 7. Quality Assurance Services' Third Party Arrangements Fact Sheet summary should be referred to when completing the Partnership Checklist to ensure that all services being provided by the third party are compliant with regulatory requirements.
M.	Retain original signed agreement and provide copies to stakeholders	Legal Office	Securely retain the original signed copy of the third party agreement in accordance with the University's Record Management

			<p>Policy and applicable legislative requirements. Copies of the written agreement should be provided to:</p> <ol style="list-style-type: none"> 1. Provide certified copies of the executed agreement to the following internal stakeholders to ensure operational and compliance alignment. <ol style="list-style-type: none"> a. Finance – for contract value, payment term, and financial obligations. b. Student Administration – for enrolment processing and student record management, c. Strategic Regularity Services – for monitoring compliance with the Standards for RTOs and third party obligations. d. Director, Skills and Education Delivery – for oversight of delivery arrangements and strategic alignment, e. Manager, Data Reporting and Compliance – For AVETMISS reporting and regulatory data submissions. f. Executive Officer, International & Partners Committee – if the agreement involves international delivery or transnational education. <p>Finance</p> <ol style="list-style-type: none"> 1. Maintain a record of distribution, including: <ol style="list-style-type: none"> a. Date of issue, b. Recipient name and role, c. Version control (if applicable), d. Confirmation of receipt. 2. Confirm that all recipients have acknowledged receipt and understand their
--	--	--	--

			<p>respective responsibilities under agreement.</p> <p>3. Retain the agreement and associated documentation for the duration of the contract plus the minimum statutory period (typically 7 years) or as required by applicable legislation and regulatory bodies.</p> <p>Student Administration</p> <p>Quality Assurance Services</p> <p>Director Skills and Education Delivery</p> <p>Manager, Data Reporting and Compliance</p> <p>Executive Officer, International & Partners Committee (International Delivery) (if applicable)</p>
N.	Notify DJSIR	Data Reporting and Compliance	<p>1. Confirm whether the executed third-party agreement involves delivery of VET or VETDSS services that fall within the reporting scope of the Department of Jobs, Skills, Industry and Regions (DJSIR).</p> <p>2. Ensure the agreement meets the criteria for notification under applicable State Government contractual or funding arrangements. Manager Data Reporting and Compliance must notify DJSIR within 30 days of the</p>
O.			<p>1. Compile the following documentation for submission:</p> <ul style="list-style-type: none"> a. Executed copy of the agreement. b. University VET/VETDSS Partnership Checklist (as attached to the agreement). c. Summary of services to be delivered by the third party.

			<ul style="list-style-type: none"> d. Commencement date and duration of the agreement. e. Contact details for both parties. <ol style="list-style-type: none"> 2. Notify DJSIR within 30 calendar days of the commencement of the agreement, in accordance with regulatory and contractual obligations. <ul style="list-style-type: none"> a. Submit via the designated DJSIR portal or official contact channel, ensuring confirmation of receipt is obtained. 3. Maintain a record of the notification including: <ul style="list-style-type: none"> a. Date of submission, b. Method of delivery (e.g., email, portal), c. Confirmation of receipt, d. Any correspondence or follow-up from DJSIR. 4. Ensure the notification aligns with obligations under: <ul style="list-style-type: none"> a. ASQA Standards for RTOs (2025), b. State Training Authority requirements, c. Any relevant funding contracts or partnership agreements.
P.	Notify ASQA of commencement	Strategic Regulatory Services	<ol style="list-style-type: none"> 1. Confirm that the executed agreement involves the provision of training and/or assessment services by a third party under Federation University's scope of registration. 2. Ensure the arrangement complies with the National Vocational Education and Training Regulator Act 2011 (NVR Act) and the ASQA Standards for RTOs (2025). 3. Compile the following documentation for submission to ASQA:

			<ol style="list-style-type: none"> a. Third Party details: Legal name, contract information, and ABN of the third party provider. b. Scope and delivery arrangements: Courses and units to be delivered, delivery mode (e.g., face-to-face, online, workplace), and location. c. Credential compliance and supervision structure: Evidence that trainers and assessors meet qualification and currency requirements, and details of supervision arrangements where applicable. d. Confirmation of TAS and validation schedule: Statement confirming that the Training and Assessment Strategy (TAS) has been developed and validated in accordance with the Standard, e. Copy of executed agreement: Signed third party agreement including the University VET/ VETDSS Partnership Checklist as an appendix. <ol style="list-style-type: none"> 4. Submit Notification to ASQA <ol style="list-style-type: none"> a. Lodge the notification via ASQA's designated portal official communication channel, b. Ensure submission occurs within 30 days of the agreement's commencement, c. Retain confirmation of submission and any correspondence from ASQA. 5. Store all submitted documentation securely in accordance with Federation
--	--	--	--

			<p>University's Records Management Policy.</p> <p>6. Notify relevant internal teams of the ASQA submission and any follow-up requirements.</p>
Q.	Confirm Trainer and Assessor Skills	Program Manager	<p>1. Obtain formal documentation from the third party provider detailing:</p> <ul style="list-style-type: none"> a. The number of trainers and assessors engaged in the delivery of the VET course(s), b. Their qualifications include: <ul style="list-style-type: none"> i. Trainer and assessment credentials (e.g., TAE40122 or equivalent), ii. Vocational competencies relevant to the units they deliver, iii. Evidence of industry currency and professional development. <p>2. Ensure all trainers and assessors meet the requirements under the Trainer and Assessor Credential Policy, including:</p> <ul style="list-style-type: none"> a. Holding the required training and assessment qualifications, b. Demonstrating current industry skills and knowledge, c. Maintaining ongoing professional development records. <p>3. Maintain Records for reporting and audit, including:</p> <ul style="list-style-type: none"> a. Record and retain trainer/ assessor details in a format suitable for: <ul style="list-style-type: none"> i. Internal compliance reporting, ii. ASQA audits,

			<ul style="list-style-type: none"> iii. Annual Statement of Compliance. 4. Ensure records are updated regularly and reflect any changes in staffing. 5. Require the third party to notify Federation University of: <ul style="list-style-type: none"> a. Any changes to trainer/ assessor personnel, b. Any lapses in qualification or currency, c. Any disciplinary or regulatory actions affecting staff suitability. 6. Ensure the third party agreement includes clauses requiring: <ul style="list-style-type: none"> a. Provision of trainer/ assessor details on request, b. Immediate notification of staffing changes, c. Cooperation with audits and credential verification processes.
R.	Implement the Training and Assessment Strategy	Program Manager	<ul style="list-style-type: none"> 1. Ensure that every student undertakes a Pre-Training Review (PTR) prior to enrolment. <ul style="list-style-type: none"> a. The PTR must include: <ul style="list-style-type: none"> i. Language, Literacy and Numeracy LLN assessment, ii. Evaluation of the student's existing educational attainment, capabilities, aspirations, and interests, iii. Consideration of likely job outcomes from the development of new competencies and skills. b. Use PTR outcomes to determine the most appropriate qualification for each student.

			<ul style="list-style-type: none"> i. Ensure that the selected qualification aligns with the student's goals and capacity to successfully complete the training. <p>2. For Victorian Government funded training, the University must:</p> <ul style="list-style-type: none"> a. Not subcontract any aspect of the Pre-Training Review (PTR) process. b. Ensure that the PTR is conducted solely by university staff. c. Maintain evidence of PTR completion and decision-making rationale for audit purposes.
S.	Monitor arrangement	Program Manager	<p>1. Ensure that the third party arrangement is implemented and maintained in strict accordance with:</p> <ul style="list-style-type: none"> a. The terms and conditions of the executed agreement b. Relevant legislative and regulatory requirements, including the ASQA Standards for RTOs (2025) c. All applicable university policies and procedures, including but not limited to: <ul style="list-style-type: none"> i. Information privacy ii. Child safety iii. Policies governing VET Training & assessment <p>2. Regularly review the third party's delivery of services to ensure:</p> <ul style="list-style-type: none"> a. Alignment with the agreed scope and quality standards, b. Compliance with student support, assessment, and

			<p>record-keeping obligations,</p> <p>c. Timely reporting and cooperation with audits or reviews.</p> <p>3. Where there are any changes to the agreed services included:</p> <p>a. Introduction of new third party arrangement</p> <p>b. Change in ownership of the third party</p> <p>c. Modification to existing third party services</p> <p>d. Notify affected students as soon as practicable, ensuring transparency and continuing of service.</p> <p>4. Use the third-party fact sheet to verify that:</p> <p>a. All services provided by the third party remain compliant with ASQA's regulatory requirements,</p> <p>b. Any changes to arrangements are assessed for risk and compliance impact.</p> <p>5. Maintain records of:</p> <p>a. Monitoring activities and outcomes,</p> <p>b. Communications with the third party,</p> <p>c. Notifications issued to students,</p> <p>d. Any corrective actions or compliance interventions.</p> <p>6. Escalate any breaches of agreement or regulatory non-compliance to:</p> <p>a. Quality Assurance Services,</p> <p>b. Legal Office (if contractual enforcement is required),</p> <p>c. Relevant University governance bodies.</p>
T.	Notify Quality Assurance Services within 14 days (to	Program Manager / Legal Services	<p>1. Upon completion, termination or cessation of any third party</p>

	allow notification to regulators within the required timeframe)		<p>agreement, regardless of the reason or circumstances, initiate the notification process.</p> <ol style="list-style-type: none"> a. Ensure the cessation is documented and supported by the finalised agreement or termination. <ol style="list-style-type: none"> 2. Provide written notification to Strategic Regulatory Services with 14 days of the agreement's cessation. <ol style="list-style-type: none"> a. Include the following in the notification b. Agreement title and reference number, c. Date of cessation or termination d. Reason of services affected e. Confirmation of student communication (if relevant)
U.	Notification of Students	Program Managers	<ol style="list-style-type: none"> 1. Ensure that all students are formally notified when their training and/or assessment is being delivered under a third-party arrangement. <ol style="list-style-type: none"> a. Notification must occur prior to or at the point of enrolment and be documented as part of the student's enrolment record. 2. Advise students of: <ol style="list-style-type: none"> a. The name of the Third-Party Provider, b. The nature and scope of services being delivered by the third-party, c. The University's role as the Registered Training Organisation RTO is responsible for issuing qualifications and ensuring compliance. 3. Notification may be provided via:

			<ol style="list-style-type: none"> a. Enrolment forms or student agreements b. Orientation materials, c. Course information guides d. Email or written correspondence. <ol style="list-style-type: none"> 4. Retain evidence that students were informed, including: <ol style="list-style-type: none"> a. Signed enrolment forms, b. Acknowledgement of third-party delivery c. Copies of communication materials 5. Review and Update Notifications <ol style="list-style-type: none"> a. If there are changes to third-party arrangements, including: <ol style="list-style-type: none"> i. New third-party providers ii. Changes in ownership iii. Cessation of services b. Notify affected students as soon as practicable and update all relevant documentation.
U.	Notify ASQA of completion / cessation or termination	Strategic Regulatory Services	<ol style="list-style-type: none"> 1. Identify Completion or Termination of Agreement. <ol style="list-style-type: none"> a. Upon completion, cessation, or termination of any third-party agreement involving the delivery of training and/or assessment services, initiate the regulatory notification process. b. This applies regardless of the circumstances (e.g., expiry, mutual termination, breach, or strategic withdrawal). 2. Prepare Notification Documentation. <ol style="list-style-type: none"> a. Compile the following for submission to ASQA: <ol style="list-style-type: none"> i. Copy of the executed termination or cessation notice,

			<ul style="list-style-type: none"> ii. Summary of services previously delivered under the agreement, iii. Effective date of cessation, iv. Details of any transitional arrangements for affected students. <ol style="list-style-type: none"> 3. Submit Notification to ASQA <ul style="list-style-type: none"> a. Notify ASQA with 30 days of the agreement's cessation, in accordance with the Standards for RTO's (2025) and ASQA's Material Change Notification requirements. b. Submit via ASQA's portal or designated communication channel. c. Ensure the notification is made in writing and includes all required supporting documentation. 4. Maintain Records of Submission by retaining evidence of: <ul style="list-style-type: none"> a. Date and method of submission, b. Confirmation of receipt from ASQA, c. Any follow-up correspondence or compliance instructions. 5. Ensure relevant internal parties are informed of the cessation, including: <ul style="list-style-type: none"> a. Program Manager. b. Legal Office, c. Manager, Data Reporting (for DJSIR notification) d. Student Services (for student support and transition) 6. Confirm that students affected by the cessation have been notified in accordance with universities procedures and ASQA expectations.
--	--	--	--

W.	Complete Annual Compliance Confirmation	Director Skills and Education Delivery	<ol style="list-style-type: none"> 1. Prepare the Annual Compliance Statement: <ol style="list-style-type: none"> a. Complete and sign an Annual Statement of Compliance confirming that: <ol style="list-style-type: none"> i. All third-party arrangements have been implemented and monitored in accordance with the executed agreement. ii. The University has complied with all relevant legislative and regulatory requirements, including the ASQA Standards for RTO's (2025). iii. All applicable University policies and procedures have been adhered to, including: <ul style="list-style-type: none"> • VET Training & Assessment policies, • Information Privacy Procedure, • Child Safe Procedure. 2. Conduct a comprehensive review of each third-party arrangement, including: <ol style="list-style-type: none"> a. Delivery of training and assessment services, b. Student support and engagement, c. Record keeping and data reporting, d. Any changes to ownership, scope, or service delivery. 3. Ensure that all third-party agreements include enforceable clauses allowing the University to: <ol style="list-style-type: none"> a. Immediately terminate the arrangement if the subcontracted RTO's VET
----	--	--	--

			<p>Funding Contracting is suspended or terminated.</p> <p>b. Require the third party to cooperate with any audit or review conducted by regulatory body.</p> <p>4. Coordinate with Strategic Regulatory Services to confirm that all third party agreements:</p> <p>a. Reported to ASQA within 30 days of commencement or cessation,</p> <p>b. Monitored through internal governance mechanisms, such as TAFE Executive meetings.</p> <p>5. Maintain and Update Register of Third Party Arrangements:</p> <p>a. Ensure the University's Register of Third-Party Arrangements is current and accurately reflects:</p> <p>i. Active, completed, and terminated agreements.</p> <p>ii. Key dates, scope of services, and compliance status.</p> <p>6. Submit Statement and Supporting Documentation:</p> <p>a. Submit the signed Annual Statement of Compliance to:</p> <p>i. Quality Assurance Services,</p> <p>ii. TAFE Executive Leadership (as required),</p> <p>iii. Retain a copy for audit and governance purposes.</p>
--	--	--	---

Student Engagement and Support in Third Party VET Delivery: Course Information, Promotion, Admissions and Student Welbeing.

Activity	Responsibility	Steps
----------	----------------	-------

A.	Course Information and Promotion	Marketing, Student Administration	<ol style="list-style-type: none"> 1. Federation University retains the exclusive right to advertise, recruit and select students for VET courses, including those delivered through third party arrangements. 2. All promotional materials and course information must be: <ol style="list-style-type: none"> a. Accurate, complete, and misleading or deceptive, b. approved by the University prior to publication or distribution by any third party 3. Third party agreements must include clauses requiring: <ol style="list-style-type: none"> a. Immediate correction of any inaccurate or outdated promotional content, b. Ongoing cooperation with the University's marketing compliance checks. 4. Marketing must comply with ASQA's Standards for RTOs (2025), ensuring: <ol style="list-style-type: none"> a. No false claims about outcomes, employments or pathways, b. Clear identification that the university is the principal RTO issuing AQF certification.
B.	Admissions and Enrolment	Student Administration, Program Manager	<ol style="list-style-type: none"> 1. All students must be enrolled by the Federation University as the principal RTO 2. Entry requirements must: <ol style="list-style-type: none"> a. Aligns with the Australian Qualification Framework AQF level of the course, b. Comply with federation university admissions – Course Admission and Pre-training review Procedure (VET) 3. English language proficiency must be sufficient for successful participation and

			<p>achievement of learning outcomes</p> <ol style="list-style-type: none"> 4. The pre-training review (PTR): <ol style="list-style-type: none"> a. Must be conducted by federation University staff only, b. Cannot be subcontracted for Victorian Government funding training, c. Must include LLN assessment and suitability checks 5. Credit and Recognitions and Prior learning (RPL): <ol style="list-style-type: none"> a. Assessed under the credit – skills recognition procedure (VET), b. Must preserve course integrity and learning outcomes
C.	Student Support	Student Services, Program Manager, Third Party Provider	<ol style="list-style-type: none"> 1. All students enrolled in Federations University VET course delivered by third party providers are subject to and protected by the University's policies on: <ol style="list-style-type: none"> a. Discrimination and Harassment, b. Sexual Harassment and Assault Response, c. Bullying Prevention, d. Child safety and welfare, e. Student Conduct and Equity, 2. Students must receive culturally appropriate orientations, including <ol style="list-style-type: none"> a. Introduction to University policies and procedures, b. Grievance and complaints processes, c. Available student services and support channels 3. Delivery arrangements must ensure students have equitable access to: <ol style="list-style-type: none"> a. Facilities and equipment,

			<ul style="list-style-type: none"> b. Teaching and learning resources, c. Academic and personal support services.
D.	Student Complaints and Grievances	Student Administration, Quality Assurance Services	<ol style="list-style-type: none"> 1. All students in Federation University VET courses delivered by third party providers must have access to the University's: <ul style="list-style-type: none"> a. Student Complaints Resolution Procedure, b. Student Appeals Procedure. 2. The applicable complaints mechanism must be: <ul style="list-style-type: none"> a. Clearly specified in the third party agreement, b. Compliant with the Standards for RTOs (2025), c. Approved by the University's governance and legal office. 3. Students must be informed of: <ul style="list-style-type: none"> a. Their right to lodge complaints, b. The process for escalation and resolution, c. Support services that are available during the complaints process.
E.	Ensuring Wellbeing in Third Party Arrangements	Child Safe Officer, Quality Assurance Services	<ol style="list-style-type: none"> 1. Monitor third party environments: <ul style="list-style-type: none"> a. Conduct regular reviews of third party delivery environments, including: <ul style="list-style-type: none"> i. Work placements ii. Partner provider campuses iii. Online delivery platforms operated by third parties. b. Ensure these environments uphold Federation University standards for: <ul style="list-style-type: none"> i. Student wellbeing,

			<ul style="list-style-type: none"> ii. Child safety, iii. Inclusive and culturally safe practices. <p>2. Embed Wellbeing Expectations in Agreements:</p> <ul style="list-style-type: none"> a. Include explicit clauses in all third party agreements requiring: <ul style="list-style-type: none"> i. Adherence to Federation University's Child Safe procedure, ii. Compliance with the student support and wellbeing framework, iii. Immediate notification of any incidents affecting student safety or wellbeing b. Agreements must also require: <ul style="list-style-type: none"> i. Cooperation with audits and reviews conducted by regulatory bodies or the University, ii. Termination provisions for breaches of wellbeing or child safety standards. <p>3. Provide Guidance and Training to Third Party Staff:</p> <ul style="list-style-type: none"> a. Delivery of induction and ongoing training to third party staff on: <ul style="list-style-type: none"> i. Legal and ethical responsibilities regarding student wellbeing, ii. Mandatory reporting obligations. iii. How to identify and respond to wellbeing concerns b. Training must be documented and reviewed annually for effectiveness. <p>4. Report and Respond to Wellbeing Incidents.</p>
--	--	--	--

			<ol style="list-style-type: none"> a. Establish clear reporting pathways for third party staff and students to raise well-being concerns. b. Ensures all reports are: <ol style="list-style-type: none"> i. Handled confidentially, ii. Investigated promptly, iii. Resolved in accordance with university policy and applicable legislation. <p>5. Continuous Improvements and Compliance Review:</p> <ol style="list-style-type: none"> a. Quality Assurance Services must: <ol style="list-style-type: none"> i. Review third party compliance with wellbeing obligations at least annually, ii. Incorporate findings into the Annual Statement of Compliance, iii. Recommend improvements or corrective actions where necessary.
--	--	--	---

Supporting documents

- [ASQA Third-Party Arrangements Fact Sheet](#)
- [Dual Sector VET Funding Contract](#)
- [Request for Legal Services](#)
- [Program Marketing Checklist](#)
- [Trainer Skills Matrix](#)
- [TAS - Part A](#)
- [TAS - Part B](#)
- [Assessment Tool Templates](#)
- [Outcome Standards Policy Guidance - Department of Employment and Workplace Relations, Australian Government](#)
- [Practice Guides | Australian Skills Quality Authority ASQA](#)

Forms.

- [Federation University Third-Party Arrangement Fact Sheet Summary](#) (DOCX 215.7kb)
- [Federation University VET Partnership Checklist](#) (DOCX 216.1kb)

Responsibility

- As the Approval Authority, the Pro Vice-Chancellor VET and Pathways is responsible for monitoring the implementation, outcomes and scheduled review of this procedure.
- As the Document Owner, the Director of Skills and Education Delivery is responsible for maintaining the content of this procedure as delegated by the Approval Authority.

Promulgation

The [Third Party Delivery of VET Training and Assessment Procedure](#) will be communicated throughout the University via:

1. an Announcement Notice via FedNews website and on the 'Recently Approved Documents' page on the 'Policies, Procedures and Forms @ the University' website to alert the University-wide community of the approved Procedure;
2. distribution of e-mails to Associate Directors /Program Managers/ University staff;
3. documentation distribution, e.g. posters, brochures: and/or
4. Notification to Schools.

Implementation

The [Third Party Delivery of VET Training and Assessment Procedure](#) will be implemented throughout the University via:

1. an Announcement Notice via FedNews website and on the 'Recently Approved Documents' page on the 'Policies, Procedures and Forms @ the University' website to alert the University-wide community of the approved Procedure;
2. Staff induction sessions;
3. Training sessions.

Records management

Document Title	Location	Responsible Officer	Minimum Retention Period
Written agreement	Legal database	Legal	7 years after contract has expired. If legal proceedings arise, record to be kept permanently
VET Training and Assessment Checklist	Federation TAFE	Program Manager	2 years after completion of course
Trainer Skills Matrix	Federation TAFE	Program Manager	A current copy must be maintained
Program Marketing Checklist	Federation TAFE	Program Manager	A current copy must be maintained
Training and Assessment Strategy (TAS)	Federation TAFE	Program Manager	A current copy must be maintained

