

**AHETI**Transforming Aspirations into
Australian Health Careers

THIRD-PARTY AGREEMENTS PROCEDURE

1 PURPOSE

- 1.1 The AHETI Third Party Agreements (TPA) Procedure operationalises the AHETI Third Party Agreements (TPA) Policy, ensuring that any Third Party Agreement entered into by AHETI includes reference to the following aspects:
- i. Collaboration with the national VET regulator, involving the provision of accurate and truthful responses to ASQA's information requests, participation in audits, and cooperation in monitoring its operations.
 - ii. Adherence to the ASQA Standards.
 - iii. Verification that trainers and assessors possess the necessary qualifications and maintain up-to-date skills and knowledge.
 - iv. Management of Training Products, encompassing the Training and Assessment Strategy and the use of Training Product Materials.
 - v. Fulfilment of marketing and advertising obligations, including the required approvals.
 - vi. Responsibilities related to the delivery of training and/or assessment, including the use of training venues.
 - vii. Maintenance of record-keeping requirements, covering enrolments, results, and data collection.
 - viii. Commitment to quality assurance obligations, which include offering student support services, addressing student complaints and appeals, and engaging in monitoring and audit activities.
 - ix. Authorisation to issue qualifications and statements of attainment.

2 SCOPE

- 2.1 TPAs will be created and revised by AHETI's General Counsel and the Director of AHETI, then executed by the CEO of AHETI.
- 2.2 Oversight of the quality assurance and audit activities outlined in TPAs falls under the purview of AHETI's Committee.

3 SERVICES DETAIL

- 3.1 When AHETI agrees to allow a third party to provide services on its behalf, a legally executed and binding TPA will be established. The services outlined in a TPA may encompass the following:
 - i. Student Recruitment, Admissions, and Enrollment: The TPA will define the roles and responsibilities of individuals involved in these processes to maintain ongoing compliance with AHETI's standards.
 - ii. Training and Assessment Services: This includes any instances where AHETI permits other individuals or organisations to conduct training and assessment on its behalf.
 - iii. Resulting and Record-Keeping: Specifics about the management of administrative tasks related to results and record-keeping to ensure continuous compliance with AHETI's requirements.
- 3.2 The terms of the TPA will clearly specify the services that AHETI will or will not provide.

4 AGREEMENT SET UP

4.1 Proposal

- i. Initial contact and negotiations take place with the prospective or designated third party to outline the preliminary terms and scope of the services. The proposal, along with associated fees, is crafted with a focus on the required services. AHETI provides the potential third party with copies of relevant policies, procedures, handbooks, and related documents referred to in the draft TPA or relevant to the proposed services.

4.2 Assessment and Recommendation

- i. The AHETI Director conducts an evaluation of the proposal, including a risk analysis, to assess the level of risk associated with the TPA. The Director presents an overview of the proposal to the CEO for consideration. If the recommendation is not approved, the procedure is halted at this stage.

4.3 Legal Consultation

- i. The AHETI Director engages the University Counsel to draft the TPA and Recommendation Report and seek specific legal advice on the proposed TPA. Further discussions and negotiations may occur between the prospective third party, legal advisors, the AHETI CEO, and senior staff members at AHETI.

4.4 Pre-TPA Service Preparation

- i. Setting Up Training Services:
 - a. Collaborate with the potential third party to design a Training and Assessment Strategy tailored to the intended training cohorts, aligning with AHETI's Curriculum Development and Management Policy and Training and Assessment Strategy Template.



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- b. Identify the source of Training Product Materials and initiate their purchase/design in accordance with AHETI's Curriculum Development and Management Policy.
 - ii. Marketing and Recruitment
 - a. Establish co-branding principles in consultation with the prospective third party, taking into account AHETI and University requirements.
 - b. Determine roles and responsibilities for student recruitment and enrollment in accordance with AHETI's Marketing and Recruitment Policy.
 - iii. Training Venue
 - a. Provide complete details about the planned training venue as outlined in AHETI's Training Venue Checklist and in accordance with the draft Training and Assessment Strategy and AHETI's Training and Delivery Policy.

4.5 TPA Execution

- i. Once all aspects of the TPA have been agreed upon, the AHETI Director will prepare a new Recommendation Report for the AHETI CEO, summarising the agreed-upon terms, financial considerations, and fees. The TPA can then be officially executed by the AHETI CEO and the third party.

5 RECORDS

- 5.1 Records related to students, enrollments, training, and assessments generated concerning the services provided are maintained following the same protocols as AHETI's regular students.

6 MARKETING

- 6.1 Any marketing, advertising, or the provision of course information by third parties must adhere to the following:
- i. Requires prior review and approval from AHETI.
 - ii. Only references AQF courses or programs that are specified in the Third Party Agreement.
 - iii. Clearly states the third party's relationship with AHETI and that AHETI is the authority issuing certification documentation.
 - iv. Cannot claim to provide a nationally-recognised AQF course or program under the third party's name.
 - v. Must comply with AHETI's Marketing and Recruitment Policy.

7 CERTIFICATION DOCUMENTATION

- 7.1 The issuance of qualification certificates, statements of achievement, and academic transcripts will align with the terms established in the Third Party Agreement (TPA).

8 NON-COMPLIANCE

- 8.1 In case of any non-compliance, it will be addressed within 15 business days. A team member of AHETI will notify the AHETI Director of any instances of non-compliance.

For more information		
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