

14. Third Party Management Policy and Procedure

Document Name	14. Third Party Management P&P 2025_v1.3
Status	Approved
Approved By	Tim Koster
Approval Date	02/09/2025
Review Date	02/09/2027
Standard Reference	Standards for RTOs 2025, Standards 1.8, 4.2; Compliance Requirements 17.1, 17.2
Signature	

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Policy

Minda Inc t/a South Australian Learning Centre (SALC), as an NVR registered training organisation (RTO Code 4881), recognises that third parties may be engaged to deliver services on its behalf. To ensure compliance with the Standards for RTOs 2025 and the National Vocational Education and Training Regulator Act 2011, all third-party arrangements must be governed by robust agreements, risk management strategies, and ongoing monitoring. SALC is accountable for the quality of training and assessment provided by third parties and for ensuring that services remain fit-for-purpose, safe, accessible and sufficient for students.

SALC acknowledges that third-party arrangements may be required in specific circumstances; however, **they are not the preferred delivery model and SALC does not actively seek to enter into such arrangements**. SALC prioritises direct delivery of training and assessment to ensure consistent quality, stronger governance, and clear accountability. Third-party agreements will only be established where there is a demonstrated operational need and where SALC can maintain effective oversight, control and compliance with all regulatory requirements.

Definitions

Term	Definition
Third Party	Any party (organisation or individual) that provides services on behalf of Minda Inc t/a South Australian Learning Centre (SALC), including training, assessment, work placement supervision, or provision of facilities and resources.
Agreement	A formal written contract between Minda Inc t/a South Australian Learning Centre (SALC) and a third party outlining the scope, obligations, and responsibilities of each party.
Facilities, Resources and Equipment:	Physical or digital assets required to deliver training and assessment.
National VET Regulator (NVR):	The Australian Skills Quality Authority (ASQA), which regulates RTOs.
Training and Assessment Strategy (TAS):	A documented plan that describes how training and assessment are delivered for each training product.
Work-Integrated Learning (WIL)	Structured learning experiences undertaken in a real workplace, including placements, community-based learning, and simulations.
AQF Certification Documentation	Testamurs, records of results, or statements of attainment issued under the Australian Qualifications Framework.
NRT Logo	The Nationally Recognised Training logo, protected under law and restricted in its use.
Branding	Any logo, insignia, or trade name of Minda Inc t/a South Australian Learning Centre (SALC).

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Procedure

1. Identifying Facilities, Resources and Equipment

- 1.1. SALC documents how it identifies the facilities, resources and equipment required to deliver each training product.
- 1.2. The Third Party Agreement will outline which facilities, resources and equipment are provided by SALC and which are provided by a third party.
- 1.3. Where third parties provide facilities, resources or equipment; SALC ensures they are suitable, safe, and meet VET student needs.

2. Roles and Responsibilities of Staff and Third Parties

- 2.1. Roles and responsibilities of SALC staff and third parties are clearly documented and communicated.
- 2.2. SALC ensures third parties are aware of and meet the requirements of the Standards for RTOs 2025 and the National VET Regulator Act 2011.
- 2.3. Accountabilities are documented in written agreements and internal role statements to ensure decision-making is transparent and responsible.

3. Establishing and Managing Third Party Arrangements

- 3.1. All third party services are governed by a written agreement entered into prior to service delivery.
- 3.2. Agreements must:
 - Require cooperation with the National VET Regulator during audits.
 - Require accurate and timely responses to regulator requests.
 - Prohibit use of the NRT logo, SALC branding, or issuing AQF certification documentation by the third party.
 - State the business/trading names of parties, commencement and end dates, obligations of all parties, and monitoring rights for SALC.
- 3.3. SALC regularly monitors and evaluates the quality of services delivered by third parties, ensuring compliance and continuous improvement.

4. Monitoring and Review of Third Party Services

- 4.1. SALC notifies the National VET Regulator of formal third party agreements within 30 calendar days of:
 - The agreement being entered into or prior to obligations taking effect, whichever occurs first; and
 - The agreement ending.

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4.2. Regular reviews are scheduled to ensure third party services remain compliant, effective and beneficial for learners.

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Extracts from Standards

Standard 1.8 Facilities, resources and equipment for each training product are fit-for-purpose, safe, accessible and sufficient.

P.I.(a) how it identifies the facilities, resources and equipment required to deliver the training product, including how it identifies which facilities, resources and equipment will be provided by third parties, instead of the organisation;

P.I.(b) where facilities, resources and equipment are provided by the organisation or third parties – how the organisation ensures

I that the facilities, resources and equipment are, and will continue to be suitable and safe for use by VET students; and

P.I.(c) it has documented strategies and procedures in place to identify and manage risks associated with VET students using facilities, resources and equipment when undertaking work-integrated learning, work placements, or other community-based learning as part of their training.

Standard 4.2 Roles and responsibilities of NVR registered training organisation staff and third parties are clearly defined and understood.

P.I.(c) it has a system in place for ensuring any third parties meet the requirements of this instrument and any other instrument made under section 185 of the Act, as in force from time to time, and are aware of their obligations under these instruments; and

P.I.(d) the roles and responsibilities of persons engaged by the organisation are well-understood and documented, ensuring accountable decision-making.

Compliance Requirement 17.1 Third party arrangements

1 An NVR registered training organisation must ensure that where services are delivered by a third party on the organisation's behalf, the provision of the services is governed by a written agreement that:

a is entered into by the organisation and third party as soon as reasonably practicable prior to the third party delivering any of the services set out in the agreement;

b requires the third party to cooperate with the National VET Regulator where the Regulator conducts any audit of the NVR registered training organisation's operations;

c requires the third party to provide accurate responses to requests for information from the Regulator relevant to the third party's delivery of the services;

d prohibits the third party from:

i using the NRT logo;

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- ii using the organisation's branding;
- iii issuing any AQF certification documentation; and
- e contains the following particulars:
 - i the business or trading names of the parties to the agreement;
 - ii the dates on which the agreement will commence and end;
 - iii all the parties' obligations concerning the delivery of the services; and
 - iv an entitlement for the organisation to regularly monitor the quality of the services being delivered by the third party.

Compliance Requirement 17.2 Third party arrangements

An NVR registered training organisation must notify the National VET Regulator of any written agreement made pursuant to subsection (1) within:

- a 30 calendar days of the agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and
- b 30 calendar days of the agreement ending.