

Pegasus International College may from time to time engage third-party organisations to deliver a range of services, such as marketing, staff recruitment, facility usage, or training and assessment. We do so to draw on the knowledge and experience of experts in their relevant fields, enabling us to meet our organisational vision and goals whilst ensuring we remain in compliance with the requirements of the NVETR Act 2011 and the Standards for RTOs 2025. This policy outlines our commitment to ethical, transparent, and compliant partnerships that prioritise the best interests of our students and staff.

Policy Name	Third-Party Arrangements Policy
RTO Name	Pegasus International College
RTO Code	46222
Standard	Standards for RTOs 2025 – Standards 17, 2.1, 2.6, 2.8, 4.1, 4.2, 4.3, 4.4
Version	1.0
Effective Date	March 2026
Review Date	April 2027
Policy Owner	CEO

1) SCOPE

This policy applies to:

- The CEO, Administrative and Support Staff, and third-parties; and
- All third-party arrangements.

2) RESPONSIBILITIES

CEO

- Ensures compliance with applicable legislation and regulations.
- Oversees the negotiation, approval, preparation and execution of all third-party agreements.

Administrative and Support Staff

- Maintains agreement records.
- Maintains third-party review records.
- Notifies students, staff and ASQA of new and concluded third-party arrangements.
- Coordinates communications between Pegasus International College and third-parties.

3) GENERAL PRINCIPLES

In working with third-party organisations, Pegasus International College will adhere to the following guidelines:

- All arrangements must be ethical, responsible, and prioritise the best interests of our students and staff members.
- Arrangements must provide excellent value to our organisation and our students.
- All arrangements must comply with the Standards for RTOs 2025 at all times.
- A clear, signed, and executed written agreement outlining roles, responsibilities, and terms must be in place prior to any third-party delivering services under the agreement.
- Pegasus International College will develop and implement sufficient strategies, mechanisms, and resources to systematically monitor any services delivered on our behalf.
- It is not a preferred practice of Pegasus International College to engage third-party organisations to deliver training and/or assessment on our behalf. We would only engage third-party organisations for other business functions such as marketing or IT services.
- If we have no other option but to engage another RTO to deliver training and/or assessment due to insufficient internal human resources:
 - We verify that the other RTO has the relevant qualification or course on their scope of registration; and
 - We ensure all student records are maintained accurately — from enrolment and appeal forms through to completed assessment tools and learner training and assessment outcomes.
- It is not a preferred practice of Pegasus International College to engage a non-RTO to deliver training and/or assessment on our behalf, as it is an area of high risk. We would only do so where the need for a subject matter expert is required. Where we do engage a non-RTO entity to deliver training and/or assessment on our behalf:
 - We do so in our name and on our behalf — the non-RTO is not to use our registration to issue any Qualifications or Statements of Attainment in their name or with their logo included;
 - The non-RTO is not to use our registration to offer, advertise, or provide a VET course in their own name or on their own behalf; and
 - We will not engage a non-RTO third-party to provide training and/or assessment for any VET courses of concern without prior written approval from ASQA.
- The engagement of Trainers and Assessors as contractors is not subject to the requirements that govern third-party arrangements.
- Pegasus International College will not use a third-party arrangement to avoid responsibility for compliance with legislation and regulations, and remains wholly responsible for all services provided on our behalf.
- We will notify our students, staff and ASQA of the engagement of any third-party within 30 days of entering into an agreement, or prior to the obligations under the agreement taking effect, whichever occurs first. Communications to students and staff will include the third-party's responsibilities, how it will affect our operations, and when the agreement will take effect and cease (if applicable).
- We will also notify our students, staff and ASQA within 30 days of any third-party agreement coming to an end.

4) WRITTEN AGREEMENTS

It is important to ensure there is a written agreement in place with each third-party service provider, whether for marketing services, student recruitment services, or any other purpose. All written agreements must include:

- The name of Pegasus International College and the third-party provider;
- The start and end date of the arrangement;
- The nature of the arrangement including how both parties will cooperate;
- The scope of services to be provided, including implementation processes;
- The costs involved, including payments and refunds (if applicable);
- The rights, responsibilities and obligations of each party, including compliance matters;
- The monitoring and review of quality of services, effectiveness and performance of the third-party through regular management meetings, internal and external audits, feedback collection from stakeholders, and site visits (if appropriate) — including monitoring frequency;
- The requirement for the third-party to participate in auditing and monitoring activities, and provide accurate and factual responses to information requests from ASQA relevant to the delivery of services and the conduct of audits;
- A declaration in writing of any conflicts of interest;
- Continuous improvement processes;
- Managing of complaints and appeals;
- Any remedial clauses or actions where there is a dispute;
- Termination clauses; and
- Where the third-party is a non-RTO recruiting students on our behalf:
 - It is made clear that the third-party is only recruiting prospective learners on our behalf; and
 - All marketing is to be conducted in our name and not in the name of the third-party.
- Where the third-party will be delivering training and/or assessment, the agreement must also include:
 - The scope of training and/or assessment is determined by us, not the third-party;
 - The third-party provider cannot advertise any VET courses in their own name;
 - The third-party provider cannot use the AQF, NRT or our logo on any resources other than those we provide;
 - Students are enrolled as students of Pegasus International College and not of the third-party;
 - The third-party provider is prohibited from issuing any AQF certification documentation;
 - Provision of training and assessment materials, resources and facilities;
 - Management and support of learners with a disability to ensure access, equity, fairness and the provision of suitable reasonable adjustments;
 - Learning environments that support learner diversity;
 - Accommodation of policies that identify and support learners' wellbeing;
 - The mechanisms through which Pegasus International College will systematically monitor the third-party provider, including:
 - How we will ensure that Trainers and Assessors provided by the third-party meet the requirements of the Standards for RTOs 2025; and

- How we will review training and assessment materials, resources and facilities (if provided by the third-party);
 - Record-keeping processes;
 - Details of which party will validate completed student assessments;
 - Participation in appeals processes, as needed;
 - Any obligations relating to government subsidies or other financial support (if applicable), including costs associated with the provision of training and assessment and any debt incurred.

5) MONITORING OF THIRD PARTIES

Pegasus International College is committed to ensuring that all third-party arrangements we enter into are adequately monitored using a robust process. This enables us to promptly detect any practices or systems that are not ethical, just, or in the best interests of our business and our students.

Prior to entering into any agreement with a third-party, it is a policy of Pegasus International College to ensure a thorough monitoring system is developed, with monitoring occurring at regular intervals as written into the agreement. These intervals will vary depending on the service offered and the length of time the third-party has worked with us, but monitoring will be undertaken at least once per year.

These monitoring systems may include, but are not limited to:

- Engaging with stakeholders such as students, the industry and other clients or partners of the third-party;
- Undertaking independent research and due diligence activities;
- Generating data, documents and reports from our systems and other parties; and
- Conducting audits on the third-party's practices and systems.

6) TERMINATION OF THIRD-PARTY AGREEMENTS DUE TO MISCONDUCT

Where Pegasus International College becomes aware of, or reasonably suspects that a third-party, or an employee or sub-contractor of that third-party, has engaged in any of the following conduct, the agreement will be terminated effective immediately:

- Engaged in, or has previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers;
- Carries on in an unethical manner;
- Involved in criminal conduct; or
- A clear breach of the written agreement between Pegasus International College and the third-party provider.

The only exception to immediate termination is where the third-party has already terminated the individual employee(s) or sub-contractor(s) responsible for the misconduct.

Pegasus International College will take immediate corrective and preventative action upon becoming aware of a third-party acting in a negligent, careless, or incompetent manner, or engaging in false, misleading, or unethical practices — including practices that could harm the reputation of Pegasus International College and the integrity of Australia's vocational education and training industry.

Where inappropriate conduct, practices, or a breach is identified, Pegasus International College will undertake a review and apply our continuous improvement principles and processes to install precautionary or preventative actions to prevent potential reoccurrence.

7) LEGISLATIVE AND STANDARDS COMPLIANCE

This policy aligns with the following standards and legislation:

Standards for RTOs 2025:

- **Outcome Standards:**
 - **Standard 2.1** – VET students have access to clear and accurate information to make informed decisions and are made aware of changes that affect them.
 - **Standard 2.6** – The wellbeing needs of the VET student cohort are identified and strategies are put in place to support these needs.
 - **Standard 2.8** – Effective appeal processes are available where decisions of the RTO or a third-party adversely impact a VET student.
 - **Standard 4.1** – The RTO operates with integrity and is accountable for the delivery of quality services.
 - **Standard 4.2** – Roles and responsibilities are clearly defined and understood.
 - **Standard 4.3** – Risks to VET students, staff and the RTO are identified and managed.
 - **Standard 4.4** – The RTO undertakes systematic monitoring and evaluation to support the delivery of quality services and continuous improvement.
- **Compliance Standards:**
 - **Standard 17** – Third-party arrangements.
 - **Standard 20** – Compliance with laws.
 - **Schedule 2** – Nationally Recognised Training Logo Conditions of Use Policy.
- **NVETR Act 2011** – Sections 93, 94, 116, 117.

Failure to comply with this policy can have serious consequences, including but not limited to:

- **For the RTO** – breaches of legislation or regulatory requirements may result in financial penalties, loss of registration, reputation damage, or regulatory enforcement actions such as audits or sanctions.
- **For Staff Members** – staff found to have knowingly or negligently failed to comply with this policy may face disciplinary actions, up to and including termination of employment.
- **For Third Parties** – termination of the agreement and potential legal action for breaches or unethical conduct.

8) CONTINUOUS IMPROVEMENT

- Feedback from staff, learners, clients and industry stakeholders will be used to inform improvements to compliance processes and the effectiveness of our operations.
- An internal audit will be conducted at least once per year to assess compliance with this policy and relevant legislative and regulatory requirements. The audit schedule is outlined in our Continuous Improvement Schedule and areas for improvement are documented in our Continuous Improvement Register.
- Internal audit self-assurance questions include:
 - Has proper due diligence been conducted before engaging any new third-party provider, including checking for conflicts of interest or past misconduct?
 - Is there a signed, current written agreement in place for every third-party arrangement?
 - Do all written agreements include the required clauses?
 - Is there a monitoring plan for each third-party provider?
 - Have all active third-party providers been monitored within the past 12 months in line with the agreement's terms?
 - Are records kept of all reviews, site visits and monitoring activities?
 - Has ASQA been notified of all new and concluded third-party arrangements within the required 30-day timeframe?

9) RELATED DOCUMENTS

- Continuous Improvement Register
- Continuous Improvement Schedule
- Third-Party Agreement Template
- Third-Party Arrangement Checklist

THIRD-PARTY SCREENING AND APPOINTMENT PROCEDURE

1) REVIEW OUR CAPABILITIES

- i. Review our resources and conduct a SWOT analysis to determine whether requirements can be managed in-house or need to be outsourced to a third-party.

2) CONSULT WITH STAKEHOLDERS

- i. Reach out to relevant stakeholders for input and suggestions. Seek their thoughts on the proposed undertaking, gather feedback and contributions on all related matters.

3) UNDERTAKE MARKET RESEARCH AND RISK ANALYSIS

- i. Investigate services available on the market.
- ii. Compare the value of services offered by various providers.
- iii. Undertake a risk analysis of the various service providers.

4) COMPLETE A BACKGROUND CHECK ON THE POTENTIAL PROVIDER

- i. Verify their claims and confirm their experience and qualifications (where applicable).
- ii. Review feedback on publicly available platforms to understand what current and past clients say about them and their services.
- iii. Check if the potential provider has been involved in any criminal conduct, and confirm that they are reliable, ethical, and a suitable fit.

5) ONLY IF APPLICABLE: SEEK WRITTEN APPROVAL FROM ASQA

- i. Where the arrangement involves training and/or assessment of any VET courses of concern, written approval from ASQA must be obtained before entering into an agreement.
- ii. Under no circumstances are we to enter into an agreement prior to receiving ASQA's written approval where VET courses of concern are involved.

6) ONLY IF APPLICABLE: CONFIRM THE OTHER RTO'S SCOPE OF REGISTRATION

- i. Where the arrangement involves delivery of training and assessment by another RTO, Pegasus International College must verify that the other RTO has the relevant qualification or course on their scope of registration.

7) ONLY IF APPLICABLE: ENSURE THE NON-RTO DOES NOT USE OUR REGISTRATION

- i. The non-RTO must not use our registration to issue any Qualifications or Statements of Attainment in their name or with their logo included; and
- ii. The non-RTO must not use our registration to offer, advertise, or provide a VET course in their own name or on their own behalf.

8) DEVELOP AND IMPLEMENT MONITORING STRATEGIES, MECHANISMS AND RESOURCES

- i. Set a schedule for monitoring and review.
- ii. Develop a monitoring process. Pegasus International College will systematically review and monitor any services delivered on our behalf, ensuring compliance with the Standards for RTOs 2025 at all times.

We will not use a third-party arrangement to avoid our compliance responsibilities — we remain entirely responsible for all services provided on our behalf.

9) NEGOTIATE TERMS AND PREPARE AGREEMENT

- i. The CEO is to negotiate the terms of the service with the third-party provider.
- ii. Once agreed, prepare or commission a written agreement for review and signing.

10) FINALISE, ENTER AND EXECUTE THE AGREEMENT

- i. Once the agreement is prepared and terms are agreed in writing, the CEO is to sign and execute the agreement.
- ii. Upon execution, the CEO is to prepare an implementation plan and delegate activities to personnel with the appropriate skill set.
- iii. Roll out the implementation plan.

11) SAVE THE WRITTEN AGREEMENT

- i. The signed agreement must be securely stored in Pegasus International College's compliance management records.

12) NOTIFY ASQA, STUDENTS AND STAFF OF THE NEW ARRANGEMENT

- i. Administrative and Support Staff are responsible for notifying ASQA by uploading the signed agreement to ASQAnet within 30 days of entering into the agreement, or prior to the obligations taking effect, whichever occurs first.
- ii. A notice is to be sent to students and staff within 30 days of entering into the agreement, or prior to the obligations taking effect, whichever occurs first.

13) MONITOR AND REVIEW

- i. Regularly monitor the practices, systems, activities and performance of the third-party provider as planned in Step 8.

THIRD-PARTY SCREENING AND APPOINTMENT PROCESS FLOW-CHART

