



Binnacle
Training

Allowing teachers to teach

INDEPENDENT CONTRACTOR THIRD PARTY AGREEMENT

This document represents an Agreement between:

Binnacle Training College Pty Ltd
RT0 31319

ABN: 96 115 517 952
PO Box 110
New Farm QLD 4005

AND

Independent Contractor (Third Party)

IMPORTANT INFORMATION REGARDING THIS AGREEMENT

Please download, save and read this document in full.

A separate file titled 'Binnacle Independent Contractor Signed Agreement' is required to be completed and returned to Binnacle to indicate your acceptance of the partnership and terms outlined in this Agreement.

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SUMMARY INFORMATION

Thank you for applying to become – or renewing as – an Independent Contractor (Third Party) with Binnacle Training.

This Agreement sets forth the terms and understanding between Binnacle Training College Pty Ltd (“Binnacle”) and the “Independent Contractor (Third Party)” for the provision and quality assurance of training and assessment and the issuance of AQF qualifications and/or Statement of Attainment consistent with one or more of the nominated Binnacle First Aid program offerings (see [Appendix 1](#)).

Upon receipt of confirmation that you agree to the enclosed terms and conditions (i.e. the ‘Binnacle Signed Agreement’), Binnacle Training will ensure the nominated Program Deliverer(s) is equipped with access to our Learning Management System (also known as the [Binnacle Lounge](#)). The Binnacle Lounge allows full access to program resources, including video inductions to assist with Lounge navigation, course management and use of associated course content.

Nationally Recognised Training	See Appendix 1 ‘VET Certificates and Units of Competency’ for a full list of Binnacle First Aid offerings to which this Agreement pertains (including aligned units of competency). Binnacle Training must have the VET course on its scope of registration at all times.
Purpose	<p>This Third Party Agreement is designed to provide a framework for the development of a constructive, cost-effective relationship between Binnacle Training and the Independent Contractor (Third Party).</p> <p>As the RTO specific to this Agreement and the nominated Binnacle programs (see Appendix 1), Binnacle Training is wholly responsible for all services provided on its behalf by the Independent Contractor (Third Party).</p> <p>This Third Party Agreement is based on recognition of the responsibility of both parties – Binnacle Training and Independent Contractor (Third Party) - to contribute to quality training and assessment outcomes.</p>
Agreement Period	1 January 2022 – 31 December 2023
Independent Contractor Proof of Insurance	<p>Independent Contractor (Third Party) must provide a certificate of currency from a reputable insurance provider on terms satisfactory to Binnacle prior to engagement. The following levels of cover are required:</p> <ul style="list-style-type: none">• Public Liability - \$10 million• Professional Indemnity - \$1 million <p>Please see Appendix 3 ‘Insurance Requirement for Independent Contractors’.</p>
Independent Contractor Costs	<p>FOR A FULL 2022 PRICE LIST* – click here</p> <p>* NOTE: <i>There is a general price increase from the 2021 year. ‘Provide First Aid’ (including CPR) participant fee has increased to \$55.00 pp and ‘Provide CPR’ (stand-alone) participant fee has increased to \$40.00 pp.</i></p> <p>A ‘per participant’ fee applies to each of Binnacle’s First Aid Courses.</p>

<p>Independent Contractor Refund Policy</p>	<p>The nature of Binnacle’s invoicing process negates a refund situation arising.</p> <p>First Aid Courses: Binnacle will only invoice at the time submitted assessment has been processed by Binnacle. Therefore, participants that cancel from the course - prior to assessment being submitted to Binnacle - do not incur a participant fee.</p>
<p>Program Deliverer – HR requirement</p>	<p>The <u>nominated deliverer</u> must:</p> <ul style="list-style-type: none"> ☑ Hold the Certificate IV in Training and Assessment (TAE40116 or TAE40110*) qualification. <p><i>* Where you hold TAE40110, two new core units must also be held:</i></p> <ul style="list-style-type: none"> – TAEASS502 Design and develop assessment tools (or equivalent); and – TAELLN411 Address adult language, literacy and numeracy (LLN) skills (or equivalent) <ul style="list-style-type: none"> ☑ Demonstrate vocational competence - by holding (and maintaining) a current Provide First Aid Certificate (within 3 years) and CPR Certificate (within 12 months). ☑ Complete a ‘Statement of Service – First Aid Officer’ verified by the Head of Department or line manager <p>Each Program Deliverer must maintain currency in Industry and VET by:</p> <ul style="list-style-type: none"> ☑ Completing their Binnacle Profile, which includes: <ol style="list-style-type: none"> 1. Recent Work History <ul style="list-style-type: none"> ▪ Industry related history, specific to First Aid (e.g. ongoing participation as a First Aid Officer for sport teams and excursions). 2. Industry Currency <ul style="list-style-type: none"> ▪ A minimum of one First Aid-specific professional development per year. <i>Binnacle Training will source professional development opportunities to satisfy this requirement.</i> 3. VET Currency <ul style="list-style-type: none"> ▪ A minimum of one VET-specific professional development per semester. <i>Participation in Binnacle Training’s scheduled live events (Workshops in Term 1 or 2, and ViSC in Term 4) will satisfy this requirement.</i> <p>The Program Deliverer will adhere to the guidelines outlined in Table 2 ‘Independent Contractor (Third Party) Responsibilities’.</p>
<p>Nominated Program Manager and Working Arrangements</p>	<p>To ensure effective functioning of the arrangements, each party (Binnacle and Independent Contractor) is to nominate the Program Manager* who will carry general responsibility for operations, performance delivery, review and problem resolution.</p> <p>Program Managers are to be recorded on the ‘Binnacle Signed Agreement - Fillable’ document.</p>

Binnacle Provides	<p>All requisite training and assessment resources, including:</p> <ul style="list-style-type: none"> • online learning, encompassed within Binnacle’s custom-built Learning Management System (Binnacle Lounge), specific to each program being delivered; • up-to-the-minute class assessment reports; • issuance of nationally recognised qualification/statement of attainment; • quality assurance; and • complete teacher support under the guise of Binnacle’s program management department. <p>Further provisions are outlined in Table 1 ‘Binnacle Training Responsibilities’.</p>
Independent Contractor (Third Party) Provides	<p>The facilitation of training and assessment services on behalf of, and in the name of, Binnacle Training as the RTO. This includes provision of support services for students enrolled in the Binnacle program requiring language, literacy and numeracy (LLN) assistance.</p> <p>The provision of adequate physical (equipment and facilities) and human resources to meet the requirements of each program being delivered on behalf of Binnacle Training.</p> <p>Further provisions are outlined in Table 2 ‘Independent Contractor (Third Party) Responsibilities’ and Appendix 2 ‘First Aid/CPR – Resource Requirements’.</p> <p>Please visit the ‘Binnacle Training Shop’ if you require assistance sourcing any of these First Aid training equipment items.</p>
Third Party Services on behalf of Binnacle Training as RTO	<p>Specific to the nominated Binnacle programs (see Appendix 1):</p> <ul style="list-style-type: none"> • Any training and assessment is provided in the name of Binnacle Training (as RTO), not the Independent Contractor (Third Party). • Students are enrolled as students of the RTO, not the Third Party. • Statements of attainment are issued in the name of the RTO, not the Third Party. • The Independent Contractor (Third Party) cannot advertise any VET courses in its own name. <p>Further provisions are outlined in Table 2 ‘Independent Contractor (Third Party) Responsibilities’.</p>
Marketing Consent to Independent Contractor (Third Party)	<p>Binnacle gives consent to each Independent Contractor (Third Party) to use ‘First Aid Course Outlines’ templates provided (for marketing Binnacle’s programs) in line with Binnacle’s ‘Marketing Requirements for Independent Contractors – First Aid’ policy.</p> <p>This policy, along with course outline templates for Independent Contractors, can be accessed here: https://www.binnacletraining.com.au/rto (Select: Independent Contractor)</p> <p style="text-align: right;"><i>Continued over page.</i></p>

	<p>The Independent Contractor (Third Party) is required to submit their marketing material (i.e. Course Outline, or similar), plus any applicable Website marketing pertaining to VET Course offerings, for Binnacle pre-approval. This is to be submitted as an accompaniment to this signed Third Party Agreement.</p> <p>Please refer to Table 2 'Independent Contractor (Third Party) Responsibilities'.</p>
Compliance	<p><u>First Aid Courses:</u> Assessment submissions are required to be made to Binnacle immediately upon individual student completion.</p> <p>Alerts for non-submissions and/or non-compliant submissions will be sent to the nominated Program Manager (and Principal, if required) to be acted upon within 30 days.</p> <p>Please refer to 'Reporting'.</p>

DEFINITIONS AND INTERPRETATIONS

Binnacle Lounge. Binnacle’s custom Learning Management System (LMS) designed specifically for your Binnacle VET in Schools program. The ‘Lounge’ is the centrepiece for all program resources, learning, assessment, and reporting across all program stakeholders including: Program Deliverers (Teachers), Students, School Program and VET Managers, and Binnacle Program Managers and Binnacle Administration.

Binnacle Profile. Located within the Binnacle Lounge, the name of Binnacle’s Staff Profile used by each Program Deliverer. This HR profile must be complete prior to commencement of delivery and is linked to each student’s official enrolment in their Binnacle Program. The Binnacle Profile is where teachers select their Binnacle Program(s) they are set to deliver and is a centralised way of demonstrating evidence of a) trainer and assessor qualification; b) vocational competencies; c) industry currency; and d) developing VET knowledge and skills.

Independent Contractor (Third Party). The partner providing physical (facilities and equipment) resources and human resources (qualified trainer/assessor(s)) to facilitate training and assessment services for the nominated training program/s (see [Appendix 1](#)) on behalf of, and in the name of, Binnacle Training as the RTO. The Independent Contractor must a) be a legal entity with their own Australian Business Number (ABN); and b) hold and maintain the following insurances at all times - Public Liability (level of cover = \$10 million) and Professional Indemnity (level of cover = \$1 million).

Program. The course(s) or qualification(s) in its entirety, to which this Agreement relates. This Agreement encompasses all Binnacle programs (as per [Appendix 1](#) to this Agreement).

Program Deliverer. The approved trainer/assessor(s) of the Independent Contractor (Third Party) selected to deliver the nominated training program on behalf of the RTO.

Registered Training Organisation (RTO). A training organisation that has authorisation to train and assess nationally recognised qualifications consistent with its scope of training. **As the RTO specific to this Agreement, Binnacle Training (RTO Code: 31319) is wholly responsible for all services provided on its behalf by the Independent Contractor (Third Party). Binnacle Training is responsible for enrolment into the VET course, the outcomes of the training and assessment, and the issuing of the testamur to the student.**

Resources. In the context of this Agreement, resources mean all digital teaching assets supplied by Binnacle (via Binnacle’s website and Learning Management System) to deliver and assess each program. These include Enrolment and Induction documents, Assessments, Activities, Best Answer Responses, Class Status Reports, Work Templates, Content Cards, Lectures and Unit Plans.

Third Party Arrangement: Registered Training Organisations (RTOs) often work with other organisations (third parties) to deliver a range of services, including providing marketing, undertaking recruitment, using facilities and resources, and training and/or assessment of Vocational Education and Training (VET) courses. Binnacle Training as the RTO engages suitably qualified independent contractors to provide physical and human resources and facilitate training and assessment services – on behalf of, and in the name of, Binnacle Training as RTO.

RESPONSIBILITIES

TABLE 1. BINNACLE TRAINING RESPONSIBILITIES.

BINNACLE RESPONSIBILITIES	
<p>As the RTO specific to this Agreement and the nominated Binnacle programs (see Appendix 1), Binnacle Training is wholly responsible for all services provided on its behalf by the Independent Contractor (Third Party). Binnacle Training is responsible for enrolment into the VET course, the outcomes of the training and assessment, and the issuing of the testamur to the student.</p>	
<p>Binnacle Training (the lead RTO) will provide the following services:</p>	
<ol style="list-style-type: none"> 1. Program support and quality assurance. The Independent Contractor (Third Party) will be assigned a Binnacle Program Manager, VET Support Manager and Administration Officer - for ongoing support and guidance throughout the period of this Agreement. 2. All requisite training and assessment resources encompassed within Binnacle’s custom-built Learning Management System (Binnacle Lounge) to deliver each training program. This includes Binnacle’s annual teacher induction program and operating procedures covering all areas of program delivery. 3. Systematic monitoring of the Independent Contractor (Third Party)’s services – including Independent Contractor (Third Party)’s upholding of both human [qualified trainer/assessor(s)] resource requirements and provision of physical (facilities and equipment) resources, specific to each program being delivered. A student’s official enrolment into a Binnacle Training program can only occur once these requirements have been met by the Independent Contractor (Third Party). Human and physical resource requirements will be monitored as follows: <ol style="list-style-type: none"> a. <u>Human resources</u>: Monitored ongoing via each Teacher’s Binnacle Profile. This includes evidence of trainer and assessor qualification (Certificate IV in Training and Assessment), current Provide First Aid Certificate (within 3 years) and CPR Certificate (within 12 months), current/verified ‘Statement of Service – First Aid Officer’, as well as maintaining currency in Industry and VET. b. <u>Physical resources</u>: Monitored and reviewed annually by Binnacle Program Manager and Independent Contractor (Third Party) program stakeholders at the commencement of each training program as documented in the Binnacle Profile. 4. Program-related reminders, broadcasts and alerts for key milestones/items for follow-up. 5. An annual VET in Schools Conference (ViSC) - a one-day professional development event for all Binnacle Program Deliverers held at the end of Term 4. This ensures each Teacher is equipped with the necessary delivery information/requirements for the upcoming year, as well as supporting both industry and VET professional development requirements specific to the VET program(s) they are delivering through Binnacle. 	
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6. Opportunities for additional professional development (including program-specific Binnacle workshops hosted in central venues throughout Terms 1-2) and a systematic process for the recording of industry-specific and VET-specific professional development activity for the Independent Contractor (Third Party)'s approved Program Deliverer(s).
7. Work with the Independent Contractor (Third Party) to evaluate the existing programs, in formal validation sessions and/or by taking account of teacher feedback.
8. Provide all Independent Contractor (Third Party) stakeholders - Program Deliverer(s), Program Manager, and individual students - with full user access to Binnacle's Learning Management System (Binnacle Lounge). The Binnacle Lounge is the centrepiece for all program resources, learning, assessment, and reporting.
9. Provide up-to-date Class Progress Reports (including Competency Report) within the Binnacle Lounge. This up-to-the-minute progress reporting serves as a visual demonstration of class assessment and competency progress, including items for follow-up (e.g. Teacher HR and assessment submissions).
10. Process Independent Contractor (Third Party) assessment submissions including validation of completed student assessments. Binnacle Training will report on any administrative/ compliance issues with the applicable Program Deliverer(s) and the Independent Contractor's nominated Program Manager.
11. Issue Statement(s) of Attainment to qualifying participants and provide these to the respective Program Deliverer in digital format*.
** Paper copies may be issued by the Independent Contractor (Third Party).*
12. Report all training activity data (i.e. completed competencies) to the state training authority [Department of Employment, Small Business and Training (DESBT) in Queensland]. At minimum, Binnacle will report student data at the end of each student's training in line with certificate issuance (within 14 days from completion/cancellation of studies).
13. Hold adequate insurances – both Public Liability and Professional Indemnity - as part of Binnacle Training's ongoing compliance as a Registered Training Organisation. These insurances – when combined with the Independent Contractor (Third Party)'s insurance requirements (see [Table 2](#)) - will protect learners and staff (Binnacle Program Deliverers) during all aspects of training and assessment associated with the program.
14. Provide the Independent Contractor (Third Party) with all requisite marketing documentation for the Independent Contractor to use:
 - a. for student information purposes; and
 - b. any intermittent marketing of First Aid or CPR courses.

Binnacle's 'First Aid Course Outlines' for Independent Contractors can be accessed here:

www.binnacletraining.com.au/rto (Select: Independent Contractor)

15. Give consent to each Independent Contractor (Third Party) to use Binnacle's 'First Aid Course Outline' templates provided (for marketing Binnacle's programs) in line with Binnacle's 'Marketing Requirements for Independent Contractors - First Aid' Policy [note, this policy can be accessed here: www.binnacletraining.com.au/rto (Select: Independent Contractor)].

TABLE 2. INDEPENDENT CONTRACTOR (THIRD PARTY) RESPONSIBILITIES.

INDEPENDENT CONTRACTOR (THIRD PARTY) RESPONSIBILITIES	
<p>The Independent Contractor (Third Party), as part of the constructive partnership, accepts responsibility for:</p>	
<ol style="list-style-type: none"> 1. Providing the physical (equipment and facilities) and human [qualified trainer/assessor(s)] resource requirements specific to each Binnacle training program offered (per Binnacle’s Resource Requirements for First Aid & CPR – see Appendix 2). Enrolment into a Binnacle Training program can only occur once these requirements have been met by the Independent Contractor (Third Party). 2. Ensuring each Program Deliverer meets human resource (HR) requirements prior to commencement of delivery: <ol style="list-style-type: none"> a. Holding Certificate IV in Training and Assessment (TAE40116 or TAE40110*). <ol style="list-style-type: none"> * Where teacher holds TAE40110, two new core units must also be held: <ol style="list-style-type: none"> i. TAEASS502 Design and develop assessment tools (or equivalent); and ii. TAEELN411 Address adult language, literacy and numeracy (LLN) skills (or equivalent) b. Holding a current Provide First Aid Certificate (within 3 years) and CPR Certificate (within 12 months) certificates at all times. c. Completing a current ‘Statement of Service – First Aid Officer’ verified by their Head of Department or line manager – used to demonstrate First Aid related recent work history. d. Maintaining an adequate Binnacle Profile, which includes: <ol style="list-style-type: none"> i. Industry Currency <ul style="list-style-type: none"> • A minimum of one First Aid-specific professional development per year. <i>Binnacle Training will source professional development opportunities to satisfy this requirement.</i> ii. VET Currency <ul style="list-style-type: none"> • A minimum of one VET specific professional development per semester. <i>Participation in Binnacle Training’s scheduled live events (Workshops in Term 1 or 2, and ViSC in Term 4) will satisfy this requirement.</i> 3. Ensuring each Program Deliverer(s) accepted by Binnacle Training will: <ol style="list-style-type: none"> a. Deliver and assess the program in accordance with Binnacle’s Training and Assessment Strategy, assessment process and teacher marking guides. b. Submit assessment to Binnacle: <ol style="list-style-type: none"> i. on schedule; and ii. accurately (i.e. ensuring teacher marking is accurate and up-to-date prior to submitting to Binnacle). Please refer to ‘Reporting’. c. Provide feedback including via our teacher survey and student surveys at completion of their studies. d. Enrol each student at the commencement of the training program. This includes an induction into Binnacle Training’s Policies and Procedures and Participant Handbook. e. Notify Binnacle immediately if a student cancels from the program. 	
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- f. Complete Binnacle's annual online Teacher Induction Program (checklist) at the commencement of each school year.
4. Notifying Binnacle Training as soon as possible of any major concerns, issues or opportunities relating to the services provided.
5. Ensuring that all insurance requirements (including public liability insurance for all venues where training is conducted and public liability insurance for the particular providing entity or individual) are current and in place at all times. Independent Contractor must provide a certificate of currency from a reputable insurance provider on terms satisfactory to Binnacle prior to engagement. The following levels of cover are required:
- Public Liability: \$10 million
 - Professional Indemnity: \$1 million

Please see Appendix 3 '[Insurance Requirement for Independent Contractors](#)'.

6. Ensuring certificates issued by Binnacle to the Program Deliverer are then issued to the student within a maximum of 7 days from being received by the Program Deliverer. Binnacle facilitates this (digital) certificate issuance process via the Binnacle Lounge.
7. All program deliverers: Participate in Binnacle's annual VET in Schools Conference (ViSC) - a one-day professional development activity held at the end of Term 4. This ensures the Teacher is equipped with the necessary delivery information/requirements for the upcoming year, as well as supporting both industry and VET professional development requirements specific to the VET program/s they are delivering through Binnacle.
8. Acknowledging that all course materials and subject matter is copyright to Binnacle Training and the use of these materials outside of this Agreement is prohibited. Binnacle Training provides the Independent Contractor (Third Party) with a non-transferrable, non-exclusive licence to use the course materials to deliver the training specified.
9. Facilitating the acquisition of a Unique Student Identifier (USI)* for all students – who at the time of enrolment do not hold a USI - at usi.gov.au.
- * The USI is a field included on Binnacle's enrolment - with a link supplied directly to the USI webpage. Binnacle cannot report training or issue a qualification or Statement of Attainment for a participant without a USI.*
10. Managing identified Language, Literacy and Numeracy (LLN) difficulties. This includes the use of specialist assistance / training referral networks for students requiring LLN assistance while undertaking a Binnacle program.
11. Ensuring parental/guardian consent for student participation in a Binnacle First Aid sought for all students (under the age of 18) enrolling in a Binnacle program. *NOTE: Binnacle supplies a 'Parent Acknowledgement' form specific to each program being delivered.*
12. Adhering to Binnacle's 'Marketing Requirements for Independent Contractors – First Aid' policy when advertising any Binnacle First Aid or CPR program. This includes the requirement to submit your marketing material (i.e. Course Outline, or similar), plus any applicable Website marketing pertaining to VET Course offerings, for Binnacle pre-approval, at the time of submitting this signed Third Party Agreement. This policy can be accessed here: www.binnacletraining.com.au/rto (Select: Independent Contractor).

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- a. This includes the requirement for Binnacle’s Program Disclosure Statement (PDS) to be referenced on all marketing materials. This ensures the Binnacle Training Third Party Arrangement with Independent Contractors, in particular the responsibilities of both Binnacle Training (as RTO) and Independent Contractor (as Third Party), is disclosed.
 - b. Binnacle’s ‘First Aid Course Outline’ templates for Independent Contractors, including a checklist of mandatory requirements, can be accessed here: www.binnacletraining.com.au/rto (Select: Independent Contractor)
13. Notifying Binnacle Training if they wish to ‘opt out’ of references in marketing or advertising material (e.g. social media). *NOTE: In cases where images of individual persons are used, Binnacle will always obtain the written consent of each individual (including parent/guardian for persons under 18 years) prior to release.*
14. Cooperating with the VET Regulator if, or as, required as part of normal RTO regulatory requirements, including:
- a. by providing accurate and factual responses to information requested from the VET Regulator relevant to the delivery of the services it is providing; and
 - b. in the conduct of audits and the monitoring of its operations.

INDEPENDENT CONTRACTOR COSTS

All fees related to Binnacle programs are invoiced directly to the Independent Contractor (Third Party).

[Click here](#) for Binnacle’s comprehensive ‘2022 Price Schedule’.*

* *NOTE: There is a general price increase from the 2021 year (see table below). All prices are current as per www.binnacletraining.com.au.*

Although notice of changes would normally be given, fees may be varied by Binnacle Training from time to time.

Binnacle Training may withhold the issuance of certificates in cases where fees applicable to that course remain outstanding.

FIRST AID COURSES

The Independent Contractor (Third Party) will be invoiced a ‘per participant’ fee at the time submitted assessment has been processed by Binnacle.

First Aid Courses	2022 Per Participant Fee
Provide First Aid - HLTAID011 (note, this includes CPR)	\$55.00
Provide CPR – HLTAID009	\$40.00

Independent Contractor (Third Party) Refund Policy

The nature of Binnacle's invoicing process voids a refund situation arising.

First Aid Courses: Binnacle will only invoice at the time submitted assessment has been processed by Binnacle. Therefore, participants that cancel from the course - prior to assessment being submitted to Binnacle - do not incur a participant fee.

REPORTING

All student results and details of assessment will be provided by the Independent Contractor (Third Party) to Binnacle Training for review and recording.

FIRST AID COURSES

Assessment submissions are required to be made to Binnacle immediately upon completion.

Binnacle Training will report on any administrative/ compliance issues with the applicable Program Deliverer(s) and the Independent Contractor's nominated Program Manager. These are to be rectified **within 30 days of the alert being received**.

INDEMNITY

The Independent Contractor (Third Party) shall indemnify and hold harmless Binnacle Training, its officers, agents and employees from all suits, actions, losses, damages claims or liability of any character type or description including, without limiting the generality of the foregoing, all expenses of litigation court, costs and legal fees for injury or death to any person or injury to any property received or sustained by any person or persons or property arising out of or occasioned by the acts of the independent contractor, its contractors, employees or agents or any other person who receives any and all advices, direction, instruction, information, training, qualification or resources pursuant to and in the execution of this agreement.

EVALUATION

During the life of the Agreement, stakeholders will discuss and review the partnership through both face-to-face meetings or via phone or videoconferencing. The following will be evaluated:

- a. Monitoring of the Independent Contractor (Third Party)'s services – including Independent Contractor (Third Party)'s upholding of both human [qualified trainer/assessor(s)] resource requirements and provision of physical (facilities and equipment) resources specific to each program being delivered.
 - i. *Human resources* will be monitored ongoing via each Teacher's Binnacle Profile. A student's official enrolment into a Binnacle Training program can only occur once these requirements have been met by the Independent Contractor (Third Party).
 - ii. *Physical resources* will be monitored and reviewed annually by Binnacle Program Manager and Independent Contractor (Third Party) program stakeholders at the commencement of each training program as documented in the Binnacle Profile.
- b. Feedback from students
- c. Feedback from Program Deliverers and other stakeholders

- d. Communication strategies
- e. All aspects of the continuous improvement process
- f. Administrative / compliance issues
- g. Other issues identified

Where agreed by parties in the Agreement, modifications will be made to the working arrangements and the Agreement in accordance with the findings of the evaluation.

PERIOD OF AGREEMENT

1. The Agreement will take effect from the date of signing and ends on 31 December 2023. It will be renegotiated as appropriate to reflect the ongoing nature of the service provision. The document will be reviewed regularly to take account of regulatory and operational changes.
2. Binnacle Training reserves the right to terminate this Agreement for reasons related to the delivery and administration of the nominated program. Reasons would include:
 - a. Program Deliverer(s) not following training program guidelines in the conduct of the course and the assessment process.
 - b. Program Deliverer(s) not using current authorised resources as stipulated by Binnacle Training in the manner required.
 - c. The Independent Contractor (Third Party) not meeting their responsibilities outlined in this Agreement.

Where a breach of clause 2(a)-(c) occurs, the Independent Contractor (Third Party) will – in the first instance - have 14 days to rectify any default prior to a termination decision occurring.

3. Binnacle Training allows the Independent Contractor (Third Party) to cease this Agreement only where
 - a. students have completed (or been withdrawn from) their required training and have been issued with the AQF qualification and/or Statement of Attainment; and
 - b. they have completed all enrolled students in the program; or
 - c. withdrawn students have been provided the opportunity to complete the program through an alternate RTO.
 - d. Binnacle Training does not meet their responsibilities as outlined in this Agreement [and items 3(a) – 3(c) have been met].
4. It is the intention that any practical difficulties encountered are resolved by both parties (Binnacle and the Independent Contractor) in a cooperative and practical manner.
5. In the (extremely unlikely) event of Binnacle Training being unable to continue to offer a training program to enrolled (continuing) students, alternate arrangements will be made by Binnacle Training to ensure all continuing students have the opportunity to complete the training program with another training provider.

PRIVACY

Binnacle Training must:

- a. comply with the Privacy Act and any reasonable request of the Independent Contractor (Third Party) in respect of matters relating to the Privacy Act;
- b. ensure that students'/parents' Personal Information (as defined in the Privacy Act) is protected against loss and unauthorised access, use, modification or disclosure, or other misuse;
- c. immediately notify the Independent Contractor (Third Party) upon becoming aware of any actual or suspected data breach, but not notify any third party of any such data breach without the Independent Contractor's prior written approval;
- d. not use Personal Information other than for the purposes of performing its obligations under this Agreement and once the Personal Information is no longer required for the purpose of this Agreement, destroy or permanently de-identify it; and
- e. not disclose Personal Information without the prior written consent of the Independent Contractor (Third Party), unless required by law.

To view Binnacle Training's full Privacy Policy (including Website), visit www.binnacletraining.com.au/rto (Select: RTO Files → Policy Manual).

RECORD KEEPING

Binnacle Training securely retains all enrolment information and completed assessments in line with its 'Records Management Policy' (including retention of assessment records) and 'Privacy Policy'.

Files are stored for the legislated period of time and electronic files are backed up regularly. All online enrolments and online assessments as completed on the Binnacle website are securely stored in line with Binnacle's 'Privacy Policy'.

In order to prevent unauthorised access or disclosure, Binnacle Training has put in place suitable physical, electronic and managerial procedures to safeguard and secure that information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure. This includes:

- Securing the Site using an SSL certificate. Access to the website is not available on an insecure connection.
- Housing all storage infrastructure in highly secure data centres with redundancy in place in the event of natural disasters.
- Conducting regular third party pen testing on our systems in addition to close monitoring by internal developers.

Data is stored using obfuscation for relevant personal information and encrypted passwords.

The server infrastructure is located in an Amazon Web Services data centre facility in Sydney, Australia. The server is configured using best security practices. A code review and quality assurance process is undertaken prior to code being deployed into the production environment. Access to server infrastructure is through public and private key authentication with multiple access level checks.

To view Binnacle Training's full 'Records Management Policy' and 'Privacy Policy', visit www.binnacletraining.com.au/rto (Select: RTO Files → Policy Manual).

APPENDIX 1.

VET Certificates and Units of Competency

FIRST AID COURSES	
BINNACLE PROGRAM	NATIONALLY RECOGNISED TRAINING
First Aid (including CPR)	Encompassing: <ul style="list-style-type: none">• HLTAID011 Provide First Aid• HLTAID009 Provide cardiopulmonary resuscitation• HLTAID010 Provide basic emergency life support
CPR Only	HLTAID009 Provide cardiopulmonary resuscitation

IMPORTANT

In addition to the qualifications and units of competency listed in Appendix 1, this Agreement covers those qualifications, skill sets and units of competency that may supersede those listed above. This will correlate with those updated qualifications and units of competency that appear on Binnacle Training's scope of registration at:

<http://training.gov.au/Organisation/Details/31319>

Binnacle First Aid Courses	First Aid & CPR
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UNIT OF COMPETENCY CODE	UNIT OF COMPETENCY NAME
HLTAID011	Provide First Aid
HLTAID010	Provide basic emergency life support
HLTAID009	Provide cardiopulmonary resuscitation

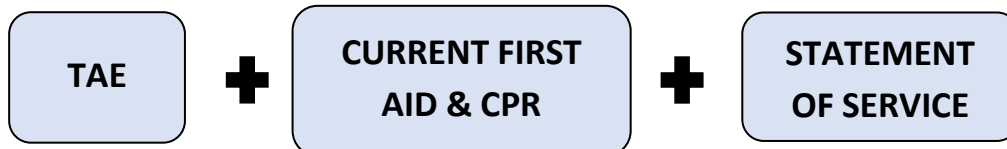
APPENDIX 2.

First Aid/CPR: Resource Requirements

HUMAN RESOURCE REQUIREMENTS

Nominated First Aid Program Deliverer(s):

1. Each Program Deliverer must have the following evidence requirements in place prior to the commencement of delivery:



- ☒ Hold the Certificate IV in Training and Assessment (TAE40116 or TAE40110*) qualification:
 - * If using the TAE40110 qualification, two new core units must also be held:*
 1. TAEASS502 Design and develop assessment tools (or equivalent); and
 2. TAEELN411 Address adult language, literacy and numeracy (LLN) skills (or equivalent).
- ☒ Hold a current Provide First Aid Certificate (within 3 years) and CPR Certificate (within 12 months)*
 - * Must also remain current for each new class being delivered.*
- ☒ Complete a 'Statement of Service – First Aid Officer' verified by their Head of Department or line manager*
 - * Used to demonstrate First Aid related recent work history using verifiable evidence.*

2. Each Program Deliverer must be the primary facilitator of learning by:

- ☒ Being timetabled to the class for every lesson.

3. Each Program Deliverer must maintain currency in Industry and VET by:

- ☒ Completing the Binnacle Profile, which includes:
 - I. Recent Work History
 - Industry related history, specific to First Aid (e.g. ongoing participation as a First Aid Officer for sport teams and excursions).
 - II. Industry Currency
 - A minimum of one First Aid-specific professional development **per year** - *Binnacle Training will source professional development opportunities to satisfy this requirement.*
 - III. VET Currency
 - A minimum of one VET-specific professional development **per semester** - *participation in Binnacle Training's scheduled live events (Workshops in Term 1 or 2, and ViSC in Term 4) will satisfy this requirement.*

Nominated First Aid Back-Up Deliverer:

This must include:

- ☒ At least one back-up deliverer who meets the 'Human Resource Requirements' prior to commencing as a Binnacle Program Deliverer:
 1. A current Certificate IV in Training and Assessment.
 2. Hold a current Provide First Aid Certificate (within 3 years) and CPR Certificate (within 12 months).
 3. Complete a 'Statement of Service – First Aid Officer' verified by their Head of Department or line manager.

If you are not currently meeting these PHYSICAL RESOURCE requirements, please use the relevant section in the 'Binnacle Signed Agreement' to describe the actions that will be taken to ensure that these are met prior to program delivery.

APPENDIX 2.

First Aid/CPR: Resource Requirements

PHYSICAL RESOURCE REQUIREMENTS

1. First Aid training equipment

The School (Third-Party) must have:

MANDATORY EQUIPMENT	MINIMUM (*Suggested) QTY
Adult CPR Manikin	1 manikin per 4 students*
Infant CPR Manikin	1 manikin per 4 students*
CPR Faceshield or Clean Face	1 per student for each manikin
Alcohol Wipes	Tub
AED Trainer	1 trainer per 4 students*
Gloves (S, M, L)	Box of each size
Epipen Trainers	1 trainer per 4 students*
Asthma Puffers (Placebo)	1 trainer per 4 students*

MANDATORY EQUIPMENT	MINIMUM (*Suggested) QTY
Asthma Spacers	1 trainer per 4 students*
Asthma Spacer Mouthpieces	1 per student
Triangular Bandage	1 per student (new)*
Roller Bandage	1 per student (new)*
Spare Clean Bandages/Slings	Assortment
Workplace Compliant First Aid Kit – stocked	1 per class*
Pillows and Blankets	Assortment
Simulated Hazards	As per workplace

If you require any of the First Aid training equipment above, click on the following link to source these items at discount prices!

[VISIT BINNACLE SHOP](#)

NOTE: PHOTOS OF THE ABOVE REQUIREMENTS MUST BE PROVIDED UPON REQUEST.

If you are not currently meeting these PHYSICAL RESOURCE requirements, please use the relevant section in the 'Binnacle Signed Agreement' to describe the actions that will be taken to ensure that these are met prior to program commencement.

APPENDIX 3.

Insurance Requirement for Independent Contractors

Per [‘Table 2. Independent Contractor \(Third Party\) Responsibilities’](#) within this Agreement, it is required that the Independent Contractor hold both Public Liability (level of cover = \$10 million) and Professional Indemnity (level of cover = \$1 million) insurances to protect your interests.

The following are brief descriptions of the two covers as a reference:

1. PUBLIC LIABILITY INSURANCE

Covers bodily injury or property damage as an occurrence in the course of your Business.

2. PROFESSIONAL INDEMNITY INSURANCE

Legal costs associated with an alleged breach of contract, professional duty and errors or omissions in the conduct of your business, providing training.

It is important to note that policies such as Professional Indemnity are based on a ‘Claims Made Contract’. The policy does not cover you for:

- Claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the policy period. Therefore, all possible claims need to be notified before each expiry.
- Claims notified or arising out of circumstances notified under any previous policy.
- Claims made against you prior to the commencement of the period of insurance.
- Claims arising out of circumstances previously noted on any prior proposal form.

Binnacle recommendation of insurance providers:

- HPI ONLINE - Specialist insurance solutions for Health Professionals (<https://www.hpionline.com.au>)

For further information or assistance, please contact:

KYLE VINCE - PRINCIPAL
Authorised Representative No. 258086

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