

THIRD-PARTY AGREEMENT - SAS-SPECIFIC ADDENDUM between Binnacle Training College Pty Ltd and

| | |
|---|--|
| <p style="text-align: center;">School (Third Party) <i>Please insert organisation's legal name</i></p> | |
|---|--|

This Skills Assure Supplier (SAS)-specific Addendum is an addition to, and forms part of, the 2024 Third-Party Agreement (TPA) between Binnacle Training and the Third Party (School). This Addendum must be completed for each School (Third Party) with one or more students accessing their VETiS subsidy (as funded by the Queensland Government) with Binnacle Training specific to the VETiS-funded qualification: SIS20122 Certificate II in Sport and Recreation.

To the extent that any of the terms or conditions contained in this SAS-specific Addendum may contradict or conflict with any of the terms or conditions of the 2024 TPA, it is agreed that the terms of this SAS-specific Addendum shall take precedence and supersede the 2024 TPA.

PURPOSE OF THE SAS-SPECIFIC ADDENDUM

The SAS-specific Addendum sets out the minimum standard terms of the Third-Party Arrangement specific to the Queensland Government's Skills Assure Supplier (SAS) Agreement and the **Vocational Education and Training in Schools (VETiS) funding initiative**. This includes:

- The '50% limit' directive, specific to VETiS-funded students only, where Binnacle Training, as the SAS, is **only** allowed to utilise the services of the Third Party (School) for the provision of Training and/or Assessment to no more than 50% of the VETiS-funded qualification (SIS20122 Certificate II in Sport and Recreation).
- The 50% limit **does not** apply to 'Fee-for-Service' training. It only applies to the delivery of training and/or assessment services under the Queensland Government's SAS Agreement.

See '[1. Frequently Asked Questions – SAS-Specific](#)' for how Binnacle Training will manage the '50% Limit' for all students accessing their VETiS subsidy with Binnacle Training specific to SIS20122 Certificate II in Sport and Recreation.

ACTIONS REQUIRED BY SCHOOL (THIRD PARTY)

| | |
|----------|--|
| 1 | Review the 'Frequently Asked Questions – SAS-specific' and the pre-completed 'Third-Party Compliance Review' as conducted by Binnacle Training. |
| 2 | Add any School (Third Party) comments to the Third-Party Compliance Review (if applicable). |
| 3 | <u>IMPORTANT</u> – School VET Manager is to sign the Addendum on page 7. |

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1. Frequently Asked Questions – SAS-Specific

QUESTION - How will Binnacle Training manage the 50% Limit?

Binnacle Training will manage “The 50% limit” at a student level – whereby Binnacle Training will itself deliver and assess half of the units of competency associated with the VETiS-funded qualification: SIS20122 Certificate II in Sport and Recreation (i.e. no delivery and assessment by the third party for half of the units reported as VETiS-funded) to all students accessing their VETiS funding for the Certificate II in Sport and Recreation.

The ‘50% limit’ will involve ‘Binnacle Online Delivery’ of a total of five (5) units of competency as scheduled across **Terms 1-2** (Introduction to the Sport, Fitness & Recreation Industry) for each of the following **2024 courses** involving the Certificate II in Sport and Recreation:

- SIS20122 Certificate II in Sport and Recreation (Standalone Qualification)
- Dual Qualification: SIS30321 Certificate III in Fitness + SIS20122 Certificate II in Sport and Recreation
- Dual Qualification: SIS30122 Certificate III in Sport, Aquatics and Recreation + SIS20122 Certificate II in Sport and Recreation

Binnacle Training has identified half of the units associated with the VETiS-funded qualification Certificate II in Sport and Recreation (5 units in total). Binnacle Training will be solely responsible for the delivery of both training and assessment of these 5 units as follows:

| UNIT CODE | UNIT TITLE | SIS20122 Certificate II in Sport and Recreation (CORE/ELECTIVE) |
|------------|---|---|
| SISXIND011 | Maintain sport, fitness and recreation industry knowledge | CORE |
| BSBSUS211 | Participate in sustainable work practices | ELECTIVE - LISTED |
| BSBPEF202 | Plan and apply time management | ELECTIVE - IMPORTED |
| BSBPEF301 | Organise personal work priorities | ELECTIVE - LISTED |
| SISSPAR009 | Participate in conditioning for sport | ELECTIVE - IMPORTED |

QUESTION - Will students who are not accessing their VETiS subsidy also undertake this ‘Binnacle Online Delivery’ across Terms 1-2?

Yes. The only difference being that for students undertaking the qualification as Fee-for-Service, the teacher will remain as the assessor and will be responsible for marking these assessments, primarily in Term 2. The Binnacle Lounge assessor interface will accommodate this arrangement as follows:

- All students accessing their VETiS subsidy: **Binnacle online delivered, with Binnacle marked assessment**
- All remaining students (i.e. Fee-for-Service): **Binnacle online delivered, with Teacher marked assessment**

Training and Assessment Delivery 50% Limit – SIS20122
Specific to SAS Agreement for students accessing their VETiS subsidy

| | Units of Competency | TRAINING AND ASSESSMENT DELIVERY | | Binnacle Training Delivery Mode* |
|--|---|--|---|--|
| | | By School (as Third Party) | By Binnacle Training | |
| Terms 1-2 – Introduction to the Sport, Fitness & Recreation Industry (Binnacle Online Delivery) | SISXIND011 BSBSUS211 BSBPEF202 BSBPEF301 SISSPAR009 | NO – Teacher as ‘third party supervisor’ only. <i>(For Fee-for-Service students outside of SAS Agreement - teacher remains assessor)</i> | YES <i>(For VETiS students only, specific to SAS Agreement)</i> | Combination of external (predominant) and internal |
| Terms 3-4 (excluding First Aid) | SISOFLD001 HLTWHS001 SISXCCS004 SISXFAC006 SISXEMR003 | YES | NO – but with some training elements delivered online. | Combination of internal (predominant) and external |

*** Delivery Modes:**

Internal delivery (e.g. classroom-based) is where the student and the trainer interact in real-time and physically attend training delivery locations organised or managed by the training organisation. This includes workshop, laboratory, simulator and classroom-based training even when the training is delivered using video or internet links in real time. The client and trainer must interact in real-time and must attend a training delivery location to be classified as internal.

External delivery (e.g. online) is where the student undertakes training at a location of their choosing and using training materials that are provided online or by correspondence. A client learning at home either by engaging with self-paced materials or interacting with a trainer in real-time would be classified as external.

2. Third-Party Compliance Review

The Third-Party compliance review is undertaken so Skills Assure Suppliers (SAS) can review their Third-Party Arrangements and the Supplier's governance practices supporting quality training delivery and compliance with the SAS Agreement. The SAS must conduct a Third-Party compliance review, against each entity with which it has a Third-Party Arrangement, of all Services delivered under the Third-Party Arrangement as required by under clause 18.2(f) of the SAS Agreement.

For **existing** school Third-Party Arrangements (School TPAs), the compliance review must be carried out at least once every year during the term of the SAS Agreement. For **new** school TPAs, the initial compliance review must be undertaken **no later than one month** after the Third-Party Arrangement (SAS-specific Addendum) is entered into; and then subsequently at least once every year during the term of the SAS Agreement.

| | | | |
|---------------------------------------|--|-----------------------|----------|
| Skills Assure Supplier (SAS) | Binnacle Training | | |
| Third Party Legal Name | | | |
| Third Party Trading Name | | | |
| Arrangement | | SAS Agreement | QS102424 |
| Date 2024 TPA Executed | | Date of Review | |
| Compliance Review Conducted By | Justine Scott (VET Support Manager, Binnacle Training) | | |

| GENERAL | RESULT | | |
|---|--------|----|-----|
| | Yes | No | N/A |
| The Department has been informed of this Third-Party Arrangement? | | | |
| The terms of the Third-Party Arrangement are in writing and in accordance with the <i>Third Party Arrangements Directive</i> ? | | | |
| The Third Party's (School's) ACNC Charity Register extract has been obtained? For Queensland Government Schools no action is required. | | | |
| The Third Party has been given clear instructions that it is not to undertake recruitment and enrolment of Students for services it is engaged to deliver under the SAS Agreement? <i>This does not apply to School TPAs.</i> | | | |
| The Third Party has been given clear instructions that it is not to carry out any marketing or advertising for any programs or qualifications it is engaged to deliver under the SAS Agreement? <i>As per TPA requirements for the School to supply their Subject Selection Material – for Binnacle pre-approval – ensuring no reference is made (by the Third Party) to the VETiS initiative, funded by the Queensland Government.</i> | | | |
| The Third Party's website and social media presence has been reviewed and does not contain any marketing, advertising of qualifications or references to recruitment of students under any program delivered under the SAS Agreement. <i>Review conducted as part of 2024 TPA executed date, per above.</i> | | | |
| <u>FURTHER ACTION:</u> Where it is identified that any of the above has not occurred, please detail the issue, the corrective action undertaken, and retain supporting documentation. | | | |
| School to complete (If applicable) | | | |
| BINNACLE USE ONLY | | | |

| For Existing Third-Party Arrangements <u>ONLY</u> (if new Third-Party Arrangement, select N/A) | | Yes | No | N/A |
|---|--|-----|----|-----|
| Has the person or persons in control of the day-to-day management of the Third Party or the Third Party's Key Personnel changed? | | | | |
| If yes, and the School (Third Party) is registered as a charity, an updated copy of this Third Party's charity details summary from the ACNC website has been provided to the Department? | | | | |
| Where applicable, the Third Party has provided notification of any Change of Control (as defined by the SAS Agreement). For School TPAs, if the Supplier has advised the Department that the School is a Third Party, the Supplier does not need to advise of any changes to School personnel. | | | | |
| Has the Third Party engaged in recruitment or enrolment of students for the program or a qualification under the SAS Agreement? This does not apply to School TPAs. | | | | |
| Has the Third Party conducted marketing or advertising for a program or qualification under the SAS Agreement? As per TPA requirements for School to supply their Subject Selection Material – for Binnacle pre-approval. | | | | |
| FURTHER ACTION: If the SAS has identified that a change in control has not been notified to the Department or the Third Party has engaged in marketing or advertising programs under the SAS Agreement - please detail the issue, what corrective action has been undertaken, and retain supporting documentation. | | | | |
| School to complete (If applicable) | | | | |
| BINNACLE USE ONLY | | | | |

| TRAINING | | RESULT | | |
|---|--|--------|----|-----|
| | | Yes | No | N/A |
| The Third Party understands and effectively manages the delivery of training and the withdrawal or discontinuation of students to the Supplier's satisfaction. | | | | |
| The Third Party is retaining adequate evidence of training attendance. | | | | |
| All necessary evidence to validate student participation in training is captured including, for each individual student and each individual unit of competency: <ul style="list-style-type: none"> Unit of competency code and name Date training delivered Duration of training Location of training Name and signature of Student Name and [dated] signature of trainer | | | | |
| For all units of competency where AVETMISS data has been reported to the Department, all records validating each student's participation in training has been provided to the Supplier for retention in accordance with Clause 11 of the SAS Agreement? | | | | |
| All trainers engaged by the Third Party hold the qualifications necessary to deliver training under the National Vocational Education and Training Regulator Act 2011 (Cth) including Clause 1.14 and Schedule 1 of the Standards for RTOs 2015, and the names and qualifications of the trainers have been provided to the Supplier. | | | | |
| FURTHER ACTION: If it is identified that any of the above has not occurred, detail the issue, what corrective action has been undertaken, and retain supporting documentation. | | | | |
| School to complete (If applicable) | | | | |
| BINNACLE USE ONLY | | | | |

| ASSESSMENT (inc. RPL) | | RESULT | | |
|--|--|--------|----|-----|
| | | Yes | No | N/A |
| <p>The Third Party undertakes appropriate assessment of students, including:</p> <ul style="list-style-type: none"> Meeting evidence retention requirements for RPL (refer to the Department's Policies, including the Audit Evidence Requirements). Satisfactory processes for re-assessments. | | | | |
| <p>The Third Parties assessment instruments and associated marking guides/benchmark responses are adequate.</p> <p><i>This does not apply to School (as Third Party) – provided solely by Binnacle Training.</i></p> | | | | |
| <p>All necessary evidence to validate the requirements of each individual unit of competency is being captured by the Third Party (i.e. range of assessment and repetition of practical skills).</p> | | | | |
| <p>For all units of competency where AVETMISS data has been reported to the Department, all completed assessment evidence has been provided to the Supplier for retention in accordance with the SAS Agreement.</p> | | | | |
| <p>All assessors used by this Third Party hold the qualifications necessary to conduct assessment under the <i>National Vocational Education and Training Regulator Act 2011</i> (Cth) including Clauses 1.14 and 1.15, and Schedule 1 of the Standards for RTOs 2015, and the names and qualifications of the assessors have been provided to the Supplier.</p> | | | | |
| <p>The integrity of completed assessments undertaken by the Third Party is sufficient and satisfactory evidence has been retained.</p> <p>Specifically, for each individual student and each individual unit of competency, evidence of assessment captures:</p> <ul style="list-style-type: none"> Range of assessment evidence has been retained in accordance with Supplier's assessment strategy as outlined within assessment coversheet, training plan or Training and Assessment Strategy. Knowledge based assessment instruments: <ul style="list-style-type: none"> contain full responses from the student; verified to be the student's own work; and all components of the assessment instrument have been assessed with the outcome recorded. Practical observation assessment instruments: <ul style="list-style-type: none"> have been completed; provides clear detail/context of the practical tasks/activities that were observed; and contains assessor comments individualised to the student's performance. Assessment instruments have been signed and dated by the responsible assessor. Assessment instruments have been signed and dated by the student acknowledging the outcome of the assessment process. | | | | |
| <p>Recognition of Prior Learning (RPL) – against each individual Unit of Competency or a cluster of units.</p> <ul style="list-style-type: none"> Mapping document had been given and retained to align full range of RPL evidence, in accordance with the Audit Evidence Requirements documents, to specific unit of competency requirements. Actual questions and responses have been retained within the documented competency conversation with the student and competency conversation with at least one recent employer. Challenge test has been retained for each unit of competency that contains a requirement for the student to demonstrate and/or perform skills and/or behaviours as stated in the Unit Performance Evidence requirements. Self-appraisal has been completed by the student against the relevant unit of competency tasks. Assessment instruments have been signed and dated by the responsible assessor. <p>Assessment instruments have been signed and dated by the student acknowledging the outcome of the assessment process.</p> <p><i>RPL (if required) only administered by Binnacle assessor, not third party.</i></p> | | | | |
| <p><u>FURTHER ACTION:</u> If it is identified that any of the above has not occurred, identify the issue, what corrective action has been undertaken, and retain supporting documentation.</p> | | | | |
| <p>School to complete (If applicable)</p> | | | | |
| <p>BINNACLE USE ONLY</p> | | | | |

3. Declaration Plus VET Manager & Principal Sign-Off

I have undertaken a review of the Supplier's and the Third Party's current arrangements and governance practices in relation to the provision of Training and/or Assessment undertaken on behalf of the Supplier organisation as indicated within this compliance review.

Compliance review conducted by:

| | |
|---------------------|-------------------------------------|
| Name/Title | Justine Scott – VET Support Manager |
| Organisation | Binnacle Training |
| Signature | |
| Date | |

Relating to the Third Party compliance review:

- The Supplier and the Third Party acknowledge and agree that the information contained in this Third-Party compliance review:
 - is true and accurate in all respects and supported by documents and information that are independent of the Supplier and the Third Party; and
 - will be used, stored and disclosed by the Department of Employment, Small Business and Training with other Government Agencies (including Commonwealth agencies) for the purposes of assessing compliance with the contractual and regulatory framework that applies to the parties.

Relating to the 2024 TPA – SAS-specific Addendum:

- I, the undersigned, agree to the provisions outlined in this '2024 TPA - SAS-Specific Addendum', including 'The 50% Limit' as outlined on page 1.
- I hereby agree that [Appendix 2](#) constitutes additional terms and conditions of the 2024 TPA.

| SCHOOL (THIRD PARTY) | | | |
|--|--|--------------|--|
| School | | | |
| VET Manager Name | | Email | |
| Signature <small>Please insert digital sig where available</small> | | Date | |

| SKILLS ASSURE SUPPLIER (SAS) | | | |
|--|-------------------|--------------|-------------------------------------|
| Organisation | Binnacle Training | | |
| Name/Title | Aaron Bulow - CEO | Email | aaron.bulow@binnacletraining.com.au |
| Signature <small>Please insert digital sig where available</small> | | Date | |

APPENDIX 1.

Definitions and Interpretations – SAS-Specific

School TPA. An arrangement under which a School is to provide enrolment and recruitment services and Training and Assessment services under the SAS Agreement in respect of eligible VET in Schools students.

Skills Assure Supplier. A Skills Assure Supplier (SAS) is a registered training organisation (RTO) pre-approved by the Queensland Government's Department of Employment, Small Business and Training (DESBT) for the delivery of training and assessment services subsidised by the Department. Binnacle Training is approved as a Skills Assure Supplier (SAS) for the VETiS funded qualification: [Certificate II in Sport and Recreation \(SIS20122\)](#). Under the SAS system, funding follows the eligible student to their chosen SAS and is paid directly to the SAS on submission of the student's validated training data. All other Binnacle qualifications are delivered as 'Fee-for-Service only', as invoiced to the School.

The 50% Limit. The SAS is only allowed to utilise the services of the Third Party (School) for the provision of Training and/or Assessment to no more than 50% of the VETiS-funded qualification (SIS20122 Certificate II in Sport and Recreation). That is, **at least 50% of the total units of competency claimed in any qualification must be delivered by the SAS**. The 50% limit **does not** apply to 'Fee-for-Service'; it only applies to the delivery of training and/or assessment services under the Queensland Government's SAS Agreement.

Third Party. Any entity, organisation or person that is not a part of the RTO entity awarded SAS status (i.e. not employed by the SAS, nor within its organisational structure such as a director). Under the Binnacle Training TPA, the third party is the secondary school/college providing physical resources (facilities and equipment) and human resources (qualified trainers and assessors) to facilitate training and assessment services for the nominated training programs [including the VETiS-funded qualification: Certificate II in Sport and Recreation (SIS20122)] - on behalf of, and in the name of, Binnacle Training as the RTO.

Third-Party Arrangements. SAS can enter into [third-party arrangements](#) (TPAs) to assist in delivering services under their supplier agreement. These arrangements need to be reported to the department. The SAS remains liable at all times for the delivery of Training and Assessment regardless of whether delivery is by a third party under a Third-Party Arrangement.

Vocational Education and Training in Schools (VETiS) funding initiative: The Queensland Government's VETiS funding initiative is delivered through the Certificate 3 Guarantee Program under the SAS Agreement. The Queensland Government's VET investment budget will provide funding for students to complete one VETiS qualification listed on the [Priority Skills List](#) while at school. Qualifications are primarily at Certificate I and II level and are those that have been identified by industry as leading to employment. Binnacle Training is approved as a Skills Assure Supplier (SAS) for the VETiS funded qualification: [Certificate II in Sport and Recreation \(SIS20122\)](#).

APPENDIX 2.

Minimum Standard Terms for Third Party Arrangements – SAS-Specific

The SAS (Binnacle Training) must ensure all Third Party Arrangements include the following terms and conditions.

1. The following terms have the following meanings unless a contrary intention appears:
 - a. **SAS** means the supplier contracted to deliver the Services under the SAS Agreement;
 - b. **SAS Agreement** means the agreement between the SAS and the State of Queensland (represented by Department of Employment, Small Business and Training) for the delivery of the specified Services;
 - c. **this Agreement** means this document and any attachments to this document;
 - d. **Third party** means the party to this Agreement that is not the SAS.
2. Capitalised terms used in this clause have the meanings given to them in the SAS Agreement unless a contrary intention appears.
3. If there is any inconsistency between this clause and any other provision of this Agreement, the terms of this clause will prevail to the extent of the inconsistency.
4. This Agreement must not allow or permit the Third Party to undertake any of the following activities:
 - a. promoting, marketing, or advertising:
 - i. the Program; or
 - ii. the Supplier's status as a SAS for the Program;
 - b. training or business development in respect of activities listed in paragraph (a);
 - c. recruiting or enrolling Students into Qualifications on the SAS's Delivery Schedule;* or
 - d. the Third Party is subcontracted to deliver more than 50% of the Services associated with any Qualification listed in the Delivery Schedule.

*** NOTE: A School TPA is excluded from this clause and a School may recruit or enrol Students into Qualifications on the Supplier's Delivery Schedule.**
5. The Third Party warrants and represents that:
 - a. it is not a Related Party of the SAS or, if it is a Related Party it will not provide any Services under this Agreement unless and until the Department has provided express written consent for it to do so;
 - b. it does not have any employees, contractors or agents that have been convicted of a criminal offence under the Criminal Code in the Criminal Code Act 1899 (Qld) where one of the elements is that the person is a participant in a criminal organisation within the meaning of the Criminal Code; and
 - c. it complies with the Queensland Government Ethical Supplier Threshold and Ethical Supplier Mandate (if applicable); and
 - d. it has not, to the best of the Third Party's knowledge and belief, been convicted of any offence involving Modern Slavery;
 - e. it is not subject to any sanction imposed or proposed by ASQA;
 - f. it has not had, nor does it have any employees or contractors that have been employed or engaged by an organisation that had, any of the following types of contract terminated for non-compliance, breach or poor performance:
 - i. a pre-qualified supplier agreement with the Department; or
 - ii. a vocational education and training related contract with a Government Agency.
6. The Third Party must not allow or permit a Change in Control to occur without first giving written notice to the SAS.
7. The Third Party acknowledges and agrees that:
 - a. it does not have any Conflict of Interest;
 - b. it understands and will comply with the requirements of the SAS Agreement as though named as the SAS in respect of the creation and retention of records (clause 11) and personal information (clause 17);
 - c. the SAS must give a copy of this Agreement to the Department;
 - d. the Third Party expressly consents to the Department receiving, using, disclosing (to any Government Agency) and storing any personal information in this Agreement for the purposes of administering, monitoring, enforcing the requirements of the SAS Agreement, the Department's Policies and the Law;

APPENDIX 2.

Minimum Standard Terms for Third Party Arrangements – SAS-Specific

- e. the Third Party must deliver any Services it is subcontracted to deliver under this Agreement in accordance with the requirements of the SAS Agreement, as though they are named as the SAS in that document;
 - f. if the Third Party fails to comply with the SAS Agreement in the delivery of any subcontracted Services it is obliged to deliver under this Agreement, the SAS may be subject to remedies under the SAS Agreement including but not limited to termination of the SAS Agreement;
 - g. the SAS can terminate this Agreement on 30 days' notice if required to by the Department.
8. The SAS must undertake performance reviews of the Third Party's delivery of Services on a regular basis and the Third Party agrees to cooperate with those reviews.
 9. The Third Party must not assign or novate its rights and obligations under this Agreement without the prior written consent of the SAS which may be subject to requirements imposed by the Department.
 10. The Third Party must make itself, its staff, records and premises available for the purpose and duration of any audit or Performance Review undertaken by the Department in respect of the SAS Agreement and comply with the requirements of the Department as though the Third Party is an employee of the SAS.
 11. The parties agree that nothing in this Agreement creates any form of legal relationship between the Third Party and the Department.