



Binnacle
Training

RTO CODE 31319

INDEPENDENT CONTRACTOR THIRD-PARTY AGREEMENT

This document represents an Agreement between:

Binnacle Training College Pty Ltd (RTO 31319)

**ABN 96 115 517 952
PO Box 2559
North Ipswich QLD 4305**

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 responsibilities and terms outlined in this Agreement.

Table of Contents

1.	Summary Information	3
2.	Definitions and Interpretations	7
3.	Responsibilities.....	8
3.1	Binnacle Training Responsibilities.....	8
3.2	Independent Contractor (Third Party) Responsibilities	9
4.	Independent Contractor Costs.....	11
4.1	First Aid Courses.....	12
4.2	Independent Contractor (Third Party) Refund Policy.....	12
5.	Reporting	12
5.1	First Aid Courses.....	12
6.	Indemnity	12
7.	Evaluation	13
8.	Period of Agreement.....	13
9.	Privacy	14
10.	Record Keeping.....	14

APPENDIX 1: Programs and Units of Competency

APPENDIX 2a: Independent Contractor Physical Resource Requirements – 2024 First Aid

APPENDIX 2b: Teacher Human Resource Requirements – 2024 First Aid

APPENDIX 3: Insurance Requirement for Independent Contractors

1. Summary Information

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

This Third-Party Agreement (TPA) 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 statements 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 (LMS) - 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 ‘ Programs and Units of Competency ’ for the 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 TPA 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 TPA 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	Two years from the date of Principal Sign-Off (or the final date of completion for students enrolled in a 2024 course, whichever date falls last).							
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>A ‘per participant’ fee applies to each of Binnacle’s First Aid Courses.</p> <table><tr><th>First Aid Courses</th><th>2024 Per Participant Fee</th></tr><tr><td>Provide First Aid - HLTAID011 (note, this includes CPR)</td><td>\$55.00</td></tr><tr><td>Provide CPR – HLTAID009</td><td>\$40.00</td></tr></table> <p><i>* All prices are current as per www.binnacletraining.com.au</i></p>		First Aid Courses	2024 Per Participant Fee	Provide First Aid - HLTAID011 (note, this includes CPR)	\$55.00	Provide CPR – HLTAID009	\$40.00
First Aid Courses	2024 Per Participant Fee							
Provide First Aid - HLTAID011 (note, this includes CPR)	\$55.00							
Provide CPR – HLTAID009	\$40.00							

Independent Contractor Refund Policy	<p>The nature of Binnacle’s invoicing process negates a refund situation arising.</p> <p>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>
Binnacle Provides	<p>Quality assurance practices, systems and resources to ensure effective working arrangements between Binnacle Training as RTO and Independent Contractor (as Third Party), including:</p> <ul style="list-style-type: none"> • Binnacle’s custom-built LMS (Binnacle Lounge) – the centrepiece for all program resources, learning, assessment, and progress reporting. • All requisite assessment and training resources, including online and interactive learning, encompassed within the Binnacle Lounge, specific to each program being delivered. • Up-to-the-minute class assessment and competency progress reports. • Issuance of nationally recognised qualification/statement of attainment. • Complete program deliverer support under the guise of Binnacle’s program management department. • Hosting of annual teacher events (both live and virtual) to assist all program deliverers with meeting their ongoing industry and VET professional development requirements. <p>Further provisions are outlined in ‘3.1 Binnacle Training Responsibilities’.</p>
Independent Contractor (Third Party) Provides	<ul style="list-style-type: none"> • The facilitation of training and assessment services on behalf of, and in the name of, Binnacle Training as the RTO. <p><i>This includes provision of support services for students enrolled in the Binnacle program requiring language, literacy and numeracy (LLN) support.</i></p> <ul style="list-style-type: none"> • The requisite physical resources (equipment and facilities) specific to each Binnacle program being delivered. • An industry trained program deliverer (qualified trainer and assessor) assigned to each Binnacle program offered. <p>Further provisions are outlined in:</p> <ul style="list-style-type: none"> • 3.2 Independent Contractor (Third Party) Responsibilities • Appendix 2a. Independent Contractor Physical Resource Requirements – 2024 First Aid • Appendix 2b. Teacher Human Resource Requirements – 2024 First Aid <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.

	<ul style="list-style-type: none"> The Independent Contractor (Third Party) cannot advertise any VET courses in its own name. <p>Further provisions are outlined in '3.2 Independent Contractor (Third Party) Responsibilities'.</p>
Independent Contractor Physical Resource Requirements	<p>The Independent Contractor (as Third Party) must have in place the requisite physical resources (equipment and facilities) - specific to each Binnacle program being delivered – prior to the commencement of delivery. Refer to:</p> <ul style="list-style-type: none"> Appendix 2a. Independent Contractor Physical Resource Requirements – 2024 First Aid
Teacher HR – Initial Requirement	<p>The <u>nominated deliverer</u> must have the following prior to the commencement of delivery:</p> <ul style="list-style-type: none"> ☑ TAE. Hold a current Certificate IV in Training and Assessment qualification (or hold a diploma or higher qualification in “adult” education). ☑ Current First Aid and CPR. Hold a current Provide First Aid certificate (within 3 years) and CPR certificate (within 12 months). These must remain current for each new class being delivered. ☑ Demonstrate Vocational Competence. Complete a (free) non-accredited Vocational Competence Update (VCU) each year, specific to the nationally recognised First Aid unit of competency: HLTAID011 Provide First Aid. This will include PD to satisfy Binnacle Training’s (minimum) annual industry and VET PD requirements for First Aid program deliverers. <p>Refer to: Appendix 2b. Teacher Human Resource Requirements – 2024 First Aid</p>
Program Deliverer HR – Ongoing Requirement	<p>Each program deliverer must maintain currency in industry and VET, via completion of a First Aid VCU provided annually by Binnacle Training, which includes:</p> <ul style="list-style-type: none"> Recent First Aid work history - using a Statement of Service which is verified electronically by a nominated third party (person). First Aid specific industry professional development activity – virtual. First Aid specific VET professional development activity - virtual. <p>Refer to: Appendix 2b. Teacher Human Resource Requirements – 2024 First Aid</p>
Nominated Program Manager and Working Arrangements	<p>To ensure effective functioning of the arrangements, each party [Binnacle and Independent Contractor (Third Party)] 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>
Marketing Consent to Independent Contractor (Third Party)	<p>Binnacle Training gives consent to the Independent Contractor (Third Party) for the marketing of Binnacle’s programs.</p> <p>Binnacle provides the requisite marketing documentation for the Independent Contractor (Third Party) to use/reference, specifically a Course Outline template</p>

	<p>(one per First Aid course offering) - available at our Support Centre (select: Independent Contractor). Independent Contractor (Third Party) marketing of Binnacle Programs must adhere to marketing requirements as per Binnacle Training's 'Marketing Requirements for Independent Contractors – First Aid' policy, available at our Support Centre (select: Independent Contractor).</p> <p><i>This includes the requirement to submit your marketing, if applicable, for Binnacle pre-approval at the time of submitting this signed Third-Party Agreement.</i></p> <p>Refer to '3.2 Independent Contractor (Third Party) Responsibilities'.</p>
Compliance	<p>First Aid Courses: Assessment submissions are required to be made to Binnacle (via Sign Off tab) immediately upon individual student completion.</p> <p>Alerts for non-submissions and/or non-compliant submissions will be sent to the nominated Program Manager to be acted upon within 14 days.</p> <p>Binnacle Training will report on any administrative/compliance issues with the Independent Contractor (Third Party) to be acted upon within 14 days.</p> <p><i>Please refer to '5. Reporting'.</i></p>

2. 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 "current" prior to commencement of delivery and is linked to each student's official enrolment in their Binnacle program. The Binnacle Profile is where program deliverers 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 entity providing physical (facilities and equipment) resources and human resources (qualified trainer and assessor) 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 facilitate training and assessment services within 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 and online learning supplied by Binnacle (via Binnacle's website and LMS) specific to each program being delivered. These include enrolment and induction documents, assessments, activities, assessor marking guides, class progress reports, work templates, content cards, lectures, unit plans and online learning modules.

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 individual secondary schools to provide physical and human resources and facilitate training and assessment services – on behalf of, and in the name of, Binnacle Training as RTO.

3. Responsibilities

3.1 Binnacle Training Responsibilities

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.

Binnacle Training (the lead RTO) will provide the following services:

1. Program support and quality assurance. The Independent Contractor (Third Party) will be assigned a designated Binnacle Program Manager, VET Support Manager and Administration Officer - for ongoing professional support and guidance throughout the period of this Agreement.
2. All requisite training and assessment resources, including online and interactive learning, encompassed within Binnacle's custom-built LMS (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 teacher human resource requirements [qualified trainer/assessor(s)] and physical resource requirements (facilities and equipment), 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). Requirements will be monitored as follows:
 - a. *Teacher Human Resources*: Monitored ongoing via each program deliverer'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), demonstration of vocational competence, as well as maintaining industry and VET professional development requirements.
 - b. *Physical Resources*: Monitored and reviewed by Binnacle Training 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. Hosting of annual teacher events (both live and virtual) to assist all program deliverers with meeting their ongoing industry and VET professional development requirements.
6. Opportunities for additional professional development (including program-specific webinars and other networking events) and a systematic process for the recording of professional development activities for each program deliverer.
7. Work with the Independent Contractor (Third Party) to evaluate existing programs, in formal validation sessions and/or by taking account of program deliverer feedback.
8. Provide all Independent Contractor (Third Party) stakeholders and individual students with full user access to Binnacle's LMS (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.
11. Issue statement(s) of attainment to qualifying participants and provide these to the student and 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 Youth Justice, Employment, Small Business and Training (DYJESBT) in Queensland]. At a minimum, Binnacle will report student data at the end of each month and 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 responsibilities (see [3.2. Independent Contractor \(Third Party\) Responsibilities](#)) - will protect learners and staff (Binnacle program deliverers) during all aspects of training and assessment associated with the program.
14. Provide the requisite marketing documentation (Binnacle Training's First Aid and CPR Course Outline templates) - available at our [Support Centre](#) (select: Independent Contractor), for the Independent Contractor (Third Party) to use/reference for marketing of Binnacle First Aid or CPR courses.
15. Give consent to each Independent Contractor (Third Party) for the marketing of Binnacle's programs in line with Binnacle Training's 'Marketing Requirements for Independent Contractors – First Aid' policy, available at our [Support Centre](#) (select: Independent Contractor).

3.2 Independent Contractor (Third Party) Responsibilities

The Independent Contractor (Third Party), as part of the constructive partnership, accepts responsibility for:

1. Providing the requisite physical resources (equipment and facilities) specific to each Binnacle training program offered (refer to [Appendix 2a. Independent Contractor Physical Resource Requirements – 2024 First Aid](#)).

This program-specific resource list is acknowledged by each program deliverer at the commencement of each training program within their Binnacle Profile. Binnacle Training will consult with the Independent Contractor's nominated Program Manager (per program area) to verify evidence of meeting this requirement.

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).

2. Providing an industry trained program deliverer (qualified trainer and assessor) assigned to each Binnacle program offered.
3. Ensuring each program deliverer meets the 'Teacher HR – Initial Requirement' prior to the commencement of delivery (refer to [Appendix 2b. Teacher Human Resource Requirements – 2024 First Aid](#)).
 - a. **TAE:** Hold a current Certificate IV in Training and Assessment (TAE40116 or TAE40122) OR hold a diploma or higher qualification in "adult" education.
 - b. **Current First Aid and CPR:** Hold (and maintain) a current Provide First Aid certificate (within 3 years) and CPR certificate (within 12 months).

- c. **Demonstrate Vocational Competence:** Complete a (free) non-accredited Vocational Competence Update (VCU) each year, specific to the nationally recognised First Aid unit of competency: HLTAID011 Provide First Aid. This will include PD to satisfy Binnacle Training's (minimum) annual industry and VET PD requirements for First Aid program deliverers

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).

4. Ensuring each program deliverer meets the **Teacher HR – Ongoing Requirement** (refer to [Appendix 2b. Teacher Human Resource Requirements – 2024 First Aid](#)).

Each program deliverer must maintain currency in industry and VET, via completion of a First Aid VCU provided annually by Binnacle Training, which includes:

- Recent First Aid work history - using a Statement of Service which is verified electronically by a nominated third party (person).
- First Aid specific **industry professional development** activity – virtual.
- First Aid specific **VET professional development** activity - virtual.

5. Ensuring each program deliverer(s) accepted by Binnacle Training will:

- a. Deliver and assess the program in accordance with Binnacle's Training and Assessment Strategy, assessment process and assessor marking guides.
- b. Submit assessment to Binnacle:
 - i. on schedule (immediately upon individual student completion); and
 - ii. accurately (i.e. ensuring program deliverer marking is accurate and up-to-date prior to submitting to Binnacle).

Binnacle Training will report on any administrative/compliance issues with the Independent Contractor (Third Party). These are to be rectified **within 14 days of the alert being received**.

Please refer to '[5. Reporting](#)'.

- c. Provide feedback including via our program deliverer survey and student surveys at the completion of their studies.
 - d. Facilitating each student's enrolment at the commencement of their training program. Binnacle provides all requisite resources including a 'Pre-Enrolment Pack' with an online induction into the respective training program and Binnacle Training as RTO.
 - e. Notify Binnacle immediately if a student cancels from the program.
 - f. Complete Binnacle's annual online Teacher Induction Program (checklist) at the commencement of each school year.
6. Notifying Binnacle Training as soon as possible of any major concerns, issues or opportunities relating to the services provided.
7. Ensuring that all insurance requirements (including public liability insurance for all venues where training is conducted and professional indemnity for the entity or individual) are current and in place at all times. The 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

See Appendix 3 '[Insurance Requirement for Independent Contractors](#)'

8. 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.
9. 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.
10. Consulting Binnacle Training prior to the appointment of new program deliverers (if applicable) to ensure they are accepted and inducted as a Binnacle program deliverer prior to delivering the training program.
11. Facilitating the acquisition of a Unique Student Identifier (USI)* for any 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.*

12. Providing Language, Literacy and Numeracy (LLN) support, as required, to individual learners. This includes the use of specialist assistance, as required, for students while undertaking a Binnacle program.
13. Ensuring parental/guardian consent for student participation is sought for all students under the age of 18 enrolling in a Binnacle program. **NOTE:** *Binnacle supplies an online 'Parent Acknowledgement' form for this purpose, specific to the program being delivered.*
14. Adhering to marketing requirements as per Binnacle Training's 'Marketing Requirements for Independent Contractors – First Aid' policy, available at our [Support Centre](#) (select: Independent Contractor).

This includes the requirement to submit your marketing material, if applicable, for Binnacle pre-approval, at the time of submitting this signed Third-Party Agreement.

Binnacle provides the requisite marketing documentation for the Independent Contractor (Third Party) to use/reference, specifically a Course Outline template (one per First Aid course offering), available at our [Support Centre](#) (select: Independent Contractor).
15. Notifying Binnacle Training if the Independent Contractor (Third Party) wishes to 'opt out' of references in Binnacle marketing material (e.g. social media).

NOTE: *In cases where images of individual persons are used, Binnacle will obtain the written consent of each individual (including parent/guardian for persons under 18 years) prior to release.*

16. 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.

4. Independent Contractor Costs

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

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

Binnacle Training may withhold the ability for the Independent Contractor (Third Party) to create future classes or allow enrolments where fees remain outstanding beyond the standard payment terms (14 days from the date of invoice being issued).

IMPORTANT: Fees and charges invoiced by Binnacle Training to the Independent Contractor (Third Party) are separate to any course fees charged by the Independent Contractor to the participant. The Independent Contractor (Third Party) sets their own course fee and does not collect fees on behalf of Binnacle Training.

4.1 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	2024 Per Participant Fee
Provide First Aid - HLTAID011 (note, this includes CPR)	\$55.00
Provide CPR – HLTAID009	\$40.00

* All prices are current as per www.binnacletraining.com.au

4.2 Independent Contractor (Third Party) Refund Policy

The nature of Binnacle's invoicing process (as outlined above) voids a refund situation arising. That is, 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.

5. Reporting

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

5.1 First Aid Courses

Assessment submissions are required to be made to Binnacle (via Sign Off tab) immediately upon individual student completion.

Binnacle Training will report on any administrative/ compliance issues with the Independent Contractor (Third Party). These are to be rectified **within 14 days of the alert being received**.

6. 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.

7. 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 teacher human resource requirements [qualified trainer/assessor(s)] and physical resource requirements (facilities and equipment) resource requirements specific to each program being delivered.
 - i. Human resources will be monitored ongoing via each program deliverer'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 the 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 or accounts-related 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.

8. Period of Agreement

1. The Agreement will take effect from the date of signing and ends on 31 December 2025. 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 (Third Party)] 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.

9. 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 (Third Party), unless required by law.

To view Binnacle Training's full Privacy Policy (including Website), visit our [Support Centre](#) (Select: Policy Manual).

10. 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 our [Support Centre](#) (Select: Policy Manual).

APPENDIX 1.

Programs and Units of Competency

FIRST AID PROGRAMS		
Units of Competency		Format
Courses	Provide First Aid (includes CPR) – encompassing 3 units of competency: <ul style="list-style-type: none">• HLTAID011 Provide First Aid• HLTAID009 Provide cardiopulmonary resuscitation• HLTAID010 Provide basic emergency life support	9 lessons (or equivalent)
	Provide CPR – standalone unit of competency: <ul style="list-style-type: none">• HLTAID009 Provide cardiopulmonary resuscitation	3 lessons (or equivalent)

IMPORTANT. In addition to the units of competency listed in Appendix 1, this Agreement covers those 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>

APPENDIX 2a.

Independent Contractor Physical Resource Requirements – 2024 First Aid

The table below provides a full list of the First Aid program-specific physical resource requirements required of the **Independent Contractor** (Third Party).

FIRST AID & CPR Independent Contractor Physical Resource Requirements			
First Aid training equipment – located at the school:			
MANDATORY EQUIPMENT	MINIMUM (*Suggested) QTY	MANDATORY EQUIPMENT	MINIMUM (*Suggested) QTY
Adult CPR Manikin	1 manikin per 4 students*	Asthma Spacers	1 trainer per 4 students*
Infant CPR Manikin	1 manikin per 4 students*	Asthma Spacer Mouthpieces	1 per student
CPR Face shield or Clean Face	1 per student for each manikin	Triangular Bandage	1 per student (new)*
Alcohol Wipes	Tub	Roller Bandage	1 per student (new)*
AED Trainer	1 trainer per 4 students*	Spare Clean Bandages/Slings	Assortment
Gloves (S, M, L)	Box of each size	Workplace Compliant First Aid Kit – stocked	1 per class*
EpiPen Trainers	1 trainer per 4 students*	Pillows and Blankets	Assortment
Asthma Puffers (Placebo)	1 trainer per 4 students*	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			

APPENDIX 2b.

Teacher Human Resource Requirements – 2024 First Aid

Table 1 and Table 2 (see below) outlines the Teacher Human Resource (Teacher HR) requirements (initial and ongoing) specific to the following 2024 First Aid course offerings:

Course Offering	HLTAID011 Provide First Aid (includes HLTAID009 Provide cardiopulmonary resuscitation)
	Standalone unit: HLTAID009 Provide cardiopulmonary resuscitation

TEACHER HR – INITIAL REQUIREMENT

An industry trained teacher (program deliverer) must be assigned to each nominated program. Each program deliverer must hold the following prior to commencement of delivery:

TAE

CURRENT FIRST AID & CPR

VCU

TAE	The program deliverer must currently hold, or will complete <u>prior to student enrolment</u> , the Certificate IV in Training and Assessment (TAE40122, TAE40116 or TAE40110*) qualification <u>OR</u> hold a diploma or higher qualification in “adult” education. * Where the program deliverer holds TAE40110, two new core units must also be held: 1. TAEASS502 Design and develop assessment tools (or equivalent); and 2. TAELLN411 Address adult language, literacy and numeracy (LLN) skills (or equivalent)
CURRENT FIRST AID & CPR	The program deliverer must hold a current Provide First Aid certificate (within 3 years) and CPR certificate (within 12 months). These must remain current for each new class being delivered.
VOCATIONAL COMPETENCE	First Aid program deliverers are required to complete a (free) non-accredited Vocational Competence Update (VCU) each year, specific to the nationally recognised First Aid unit of competency: HLTAID011 Provide First Aid. The First Aid VCU is designed so that Binnacle program deliverers can demonstrate their recent First Aid work history using a Statement of Service which is verified electronically by a nominated third party (person). This VCU will also include PD to satisfy Binnacle Training’s (minimum) annual industry and VET PD requirements for First Aid program deliverers.

Table 1. 2024 First Aid HR Requirements – INITIAL

APPENDIX 2b.

Teacher Human Resource Requirements – 2024 First Aid

TEACHER HR – ONGOING REQUIREMENT	
Each program deliverer must maintain currency in industry and VET as follows:	
FIRST AID & CPR COURSES	<p>First Aid deliverers will complete an assigned VCU to enable them to satisfy Binnacle Training’s (minimum) annual industry and VET PD requirements. These include:</p> <ul style="list-style-type: none">• Recent First Aid work history using a Statement of Service which is verified electronically by a nominated third party (person).• First Aid specific industry professional development activity - virtual.First Aid specific VET professional development activity - virtual.
<p>The Binnacle Profile is used to capture verifiable evidence (e.g. Certificate of Completion) of the program deliverer meeting this VCU requirement for First Aid, which will cover both industry and VET PD for First Aid delivery for the calendar year.</p>	

Table 2. First Aid HR Requirements - ONGOING

APPENDIX 3.

Insurance Requirement for Independent Contractors

Per '[3.2 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:

<p>KYLE VINCE - PRINCIPAL Authorised Representative No. 258086</p> <p>VINCE INSURANCE PROFESSIONALS PTY LTD PO Box 5168, Brassall Q 4305 Mobile: 0457 846 234 Phone: 07 3202 2800 Email: kvince@iaa.net.au Web: www.vinceinsurance.com.au</p> <p>A Corporate Authorised Representative of Insurance Advisernet Australia P/L Australian Financial Services Licence No 240549</p>
--