



MEMORANDUM OF AGREEMENT

This document represents an agreement between

PERTH BOAT SCHOOL – The RTO

and

Michael Beanland – The Consultant

for

Training & Assessment Services



THIS MEMORANDUM OF AGREEMENT is made the

20th day of October 2008

1. INTRODUCTION

- 1.1 This agreement is designed to provide a framework for the development of a constructive, cost-effective arrangement between Perth Boat School (also referred to as the lead RTO) and the Consultant.

Perth Boat School is a Registered Training Organisation (RTO) for the purpose of providing nationally recognised training, assessment and certification in vocational education and training in Western Australia against the xxxxxxxxxxxx Training Package in accordance with its scope of delivery, on a fee for service basis. As an RTO, Perth Boat School is bound to meet the quality requirements of the Australian Quality Training Framework (AQTF). Perth Boat School engages Consultants to assist in the provision of these services.

The Consultant is xxxxxxxxxxxx xxxxx.

- 1.2 This agreement is based on recognition of the responsibilities of both parties to contribute to the broad strategies of a quality assured training and assessment system under the AQTF requirements.
- 1.3 This agreement should serve the mutual benefit of both parties by providing an agreed undertaking of operating arrangements.

2. INTERPRETATIONS

In this agreement:

- a) “*the Agreement*” is also referred to as the “Memorandum of agreement” means this agreement under which the Consultant provides the training, assessment and/or consultancy services to Perth Boat School.
- b) “*AQTF*” means the Australian Quality Training Framework, a set of nationally endorsed quality standards with which all RTO’s must comply and against which all RTO’s are audited by the WA Office of Training on a regular basis.
- c) “*Assessment Guidelines*” means one of the three endorsed components of a Training Package which outlines how assessments are to be conducted for the units of competency within the training package.
- d) “*Assessment Services*” means any form of assessment including, but is not limited to: RPL - Recognition of Prior Learning or RCC – Recognition of Current Competencies; written/verbal tests; simulations/role-plays; demonstrations/observations; portfolios; assignments; interviews.
- e) “*the Consultancy Services*” means the services to be performed under the Agreement and as set out in the Acknowledgements and Undertakings by the Consultant (Section 9) of this agreement.
- f) “*Consultant*” means the person as nominated on this agreement.
- g) “*Lead RTO*” means Perth Boat School who issues the qualifications and/or Statements of Attainment relative to the services provided in accordance with the Agreement.



- h) “*THE RTO material*” means all material provided by Perth Boat School, brought into existence or required to be brought into existence as part of, and/or provided to the Consultant for the purpose of, performing the consultancy services as part of this Agreement including, but not limited to: documents, participant manuals, lesson plans, MS PowerPoint presentations, handouts, assessment resources, forms, templates, equipment, information and data produced and stored by any means in whatever form.
- i) “*RTO*”, also referred to as “registered training organisation” means an organisation that has been registered with the Training Accreditation Council of Western Australia as being able to provide training and assessment services against nationally accredited short courses and training packages.
- j) “*Scope of delivery*” means the AQF qualifications and/or units of competency that the Training Accreditation Council of Western Australia has approved Perth Boat School to deliver, as an RTO.
- k) “*Training Package*” is the grouping together of the training components designed to assist in achieving the competencies for a specific industry. The three endorsed components of a training package include units of competency, assessment guidelines and qualification packaging rules (units of competency which are packaged together and when combined at various levels, can form qualifications [Certificate, Diploma etc]).
- l) “*Training Services*” means the delivery of short courses, training courses conducted at Perth Boat School premises or other venues as deemed necessary whether they are nationally recognised or non-nationally recognised.
- m) “*Unit of Competency*” means performance standards, which describe the skills and knowledge required for a person to operate effectively in the workplace. The standards have been defined by industry, are nationally recognised and form the basis of training for that specific industry. Units of competency are presented using a nationally agreed format/template.

3. PURPOSE

The purpose of the Memorandum of Agreement is to record the agreement and describe the responsibilities of both parties. Specifically, the Consultant in the provision of the training and assessment services to Perth Boat School for quality development, design, writing and delivery of training and assessment resources against the requirements of the AQTF and the TDM07 Training Package; and Perth Boat School in providing resources and advice for quality training and assessment in accordance with the requirements of the AQTF, to quality assure assessment and to issue certification attained.

4. PERIOD OF AGREEMENT

4.1 The agreement will take effect from 20th October 2008 and will remain in force for a period of one year, from that date, with an option to extend for two further years by agreement of both parties, or until it is terminated. It will be renegotiated as appropriate to reflect the ongoing nature of the relationship agreement.



5. TERMINATION OF AGREEMENT

5.1 This Agreement may be terminated by:

- (a) Perth Boat School, if the Consultant fails to comply with any of the terms or conditions of this agreement, to take effect immediately;
- (b) Perth Boat School, summarily in the event that the Consultant is guilty of serious or wilful misconduct;
- (c) mutual agreement of both parties in writing at any time; or
- (d) either party giving one month notice in writing to the other party at any time.

5.2 Upon termination of this agreement, the consultant shall be paid for the services provided up to the date of termination.

6. PROVISION OF SERVICES

6.1 The Consultant shall provide the consultancy services:

- (a) In accordance with the terms and conditions of the Agreement.
- (b) In accordance with the general direction and supervision of the Perth Boat School.
- (c) In accordance with the standards of the Western Australian Training Accreditation Council in particular the Australian Quality Training Framework (AQTF).
- (d) In a competent, ethical and professional manner.
- (e) Seeking at all times to deliver quality and value to Perth Boat School on schedule.
- (f) Following the procedures set out in this agreement.
- (g) Participating constructively in the monitoring and quality assurance processes.
- (h) Notifying the Director of Perth Boat School as soon as possible of any major concerns, issues or opportunities relating to the services provided under this agreement.

7. UNDERSTANDINGS OF THE AGREEMENT

7.1 Rate and Price Variations

Perth Boat School and the Consultant have agreed on fees and charges applicable to the provision of the training and assessment services as outlined in this agreement. These fees and charges are outlined in Schedule One of this agreement.

7.1.1 No price increase is applicable to the term of this agreement unless and until approved between the two parties.

7.1.2 Supply of services under this Agreement, shall not be withheld nor disrupted by formalities or disputes associated with Price Variation Provisions.

Payments for services under this Agreement **exclude** Workers compensation Insurance, Public Liability Insurance, Professional Indemnity Insurance, Payroll Tax, and Superannuation levy. The Consultant must ensure they have appropriate insurance copy to protect their interests as specified in Section 7.9.

7.2 Public disclosure

The Consultant shall not use this agreement or Perth Boat School's name for promotional purposes, without seeking the prior written approval of the Director of Perth Boat School.



7.3 Negation of employment and agency

- 7.3.1 The Consultant shall not represent himself or herself as being an employee or agent of the Perth Boat School.
- 7.3.2 The Consultant shall not by virtue of this agreement, or for any purpose, be deemed to be an employee or agent of the Perth Boat School.

7.4 Specified Person

- 7.4.1 The parties agree that the services shall be provided by the following specified person only:
Michael Beanland
- 7.4.2 The Consultant shall ensure that the Specified Person undertake work in respect of and in accordance with the terms of this Agreement and therefore shall not delegate tasks to associates, sub-contractors or others.
- 7.4.3 Where the specified person is unable to undertake work in respect of this agreement, the Consultant shall notify the Director of Perth Boat School immediately.
- 7.4.4 Neither party of this agreement may transfer or assign its responsibilities to another party.

7.5 Awards and workplace agreements

- 7.5.1 With respect to all work done in Western Australia under the agreement, the Consultant shall observe, perform and comply in all material respects with all relevant Industrial Awards, Registered Workplace Agreements, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the work to be done under the agreement.

7.6 Confidentiality

- 7.6.1 The Consultant shall not disclose or make public any information or material acquired or produced in connection with this agreement, or by the performance of the training and assessment services, without prior approval in writing from the Director of Perth Boat School.
- 7.6.2 The Consultant shall not disclose or make public any information concerning the business or affairs of Perth Boat School acquired or obtained in the course of performance of this Agreement, including student details and results.
- 7.6.3 The Consultant shall not copy, pass or divulge information regarding Perth Boat School clients, or information from Perth Boat School courses, including participant manuals, facilitator's manuals, PowerPoint presentations, overhead transparencies, participant handouts or assessments in the course of performance of this Agreement.
- 7.6.4 A breach of confidentiality shall be considered a breach of the Agreement and shall be grounds for termination of the Agreement.

7.7 Intellectual Property & use of resources

- 7.7.1 All intellectual property produced and used for the purposes of this Agreement in whatever form will be vested exclusively to Perth Boat School, both during and at the expiration or earlier termination of this Agreement. This includes all resources for training and assessment services including, but not limited to; participant manuals, trainer resources, assessor resources, assessment tools and instruments, participant handouts, PowerPoint presentation slides, forms and templates.



- 7.7.2 Copyright for all materials produced and used for the consultancy purposes of this Agreement, in whatever form, belong exclusively to Perth Boat School. Perth Boat School does not agree to assign or license its materials to the Consultant. This includes all resources for training and assessment services including, but limited to; participant manuals, trainer resources, assessor resources, assessment tools and instruments, participant handouts, PowerPoint presentation slides, forms and templates.
- 7.7.3 Apart from any use permitted under the Copyright Act 1968, no part of any Perth Boat School copyright materials may be reproduced by any process, stored in a retrieval system or transmitted in any form or by any means, without prior written permission from the Director of Perth Boat School.
- 7.7.4 The Consultant shall not use any Perth Boat School copyright materials for any purpose other than that which it is consultancy in this Agreement, and on behalf of Perth Boat School.
- 7.7.5 Upon expiration or earlier termination of this Agreement, the Consultant shall return to Perth Boat School all materials provided by Perth Boat School including, but limited to; participant manuals, trainer resources, assessor resources, assessment tools and instruments, participant handouts, PowerPoint presentation slides, forms and templates; plus any information and documentation the Consultant has in relation to any students, including student records, student details, student assessments so that Perth Boat School can protect the interest of the students.
- 7.7.6 Both parties agree to inform the other party of any materials in which third parties hold the copyright and of any conditions attaching to the use of that material because of that copyright. The parties shall use that material only in accordance with those conditions.
- 7.7.7 The Consultant shall be responsible for the safe keeping and maintenance of any Perth Boat School materials that are provided to them by Perth Boat School in respect of this Agreement. This includes updates which will be provided from time to time by Perth Boat School.

7.8 Insurances

- 7.8.1 The Consultant shall effect and maintain all insurances required by law, to be effected by the Consultant in respect of this Agreement and the provision or performance of the services as outlined in this Agreement.
- 7.8.2 The Consultant shall effect and maintain all necessary insurance under the provisions of the Workers Compensation and Rehabilitation Act. Perth Boat School bears no responsibility whatsoever for advising on, arranging or providing Workers Compensation Insurance cover while the Consultant is engaged for duties under this Agreement.
- 7.8.3 The Consultant shall maintain Professional Indemnity Insurance of \$1 million against claims by third parties resulting from acts performed in carrying out the Consultancy Services.
- 7.8.4 The Consultant shall maintain Public Liability Insurance of \$5 million against claims by third parties resulting from acts performed in carrying out the training and assessment Services.
- 7.8.5 The Consultant shall produce evidence of such insurances to Perth Boat School upon commencement of this Agreement, for records keeping purposes.

7.9 Default



7.9.1 If the Consultant fails, within 14 days after receipt of written notice, to remedy any default in the performance of the following obligations, namely:

- (a) to commence or proceed at the rate of progress strictly in accordance with the Agreement; or
- (b) to perform or observe the terms and conditions of the Agreement;

Perth Boat School may, by written notice, terminate the Agreement.

7.10 Security

7.10.1 The Consultant shall, when using Perth Boat School premises or facilities, comply with all reasonable directions, office regulations and Perth Boat School procedures relating to occupational safety and health (including the smoke free work place policy), equal opportunity, anti-discrimination and security in effect at that those premises or in regard to those facilities, as notified by Perth Boat School.

7.11 Variation of Agreement

7.11.1 No understanding that varies or extends this Agreement (including in particular the scope of the Services) and would result in an increase in the moneys payable by, or other liability of Perth Boat School, shall be legally binding upon either party unless noted officially in writing and signed by both parties.

7.11.2 This Agreement will be renegotiated as appropriate to reflect the ongoing nature of the service provision.

7.11.3 This Agreement may be varied at any time by mutual agreement with the changes noted and the details recorded as an additional Appendix.

8. ACKNOWLEDGEMENTS AND UNDERTAKINGS BY THE CONSULTANT

8.1 The Services Package

The Consultant will provide the following Services as part of this Agreement:

9.1.1 Training Delivery

- The Consultant will deliver nationally recognised training on behalf of Perth Boat School, in accordance with training programs.
- The Consultant will deliver only those training programs for which they are approved by the Director of Perth Boat School to deliver.
- The Consultant will undertake this training delivery only as requested by Perth Boat School, and at a time and venue that is mutually agreed between the parties.
- The Consultant will undertake evaluation of the training programs and their own performance as a trainer for each course delivered, using the Perth Boat School specific forms and providing these to the Director of Perth Boat School upon completion of the training delivery.
- The Consultant will undertake this training delivery in accordance with Perth Boat School requirements:
 - as advised at the time;
 - in the Trainer/Assessor Handbook;
 - as specified in Perth Boat School policies and procedures;
 - of the training resources; and
 - in line with AQTF standards.



- The Consultant acknowledges that from time to time the Director of Perth Boat School may join the class either as an observer or to conduct an evaluation on the performance of the Consultant as Trainer for the purposes of “direct supervision” or performance management processes.
- The Consultant may be required to deliver some training programs in regional areas as mutually agreed between the two parties.

9.1.2 Assessment

- The Consultant will conduct assessments for nationally recognised training programs/units of competency on behalf of Perth Boat School, for Perth Boat School clients in accordance with programs which are offered by Perth Boat School as part of the scope of delivery as an RTO.
- The Consultant will conduct assessments for only those programs/units of competency for which they are endorsed by the Director of Perth Boat School to assess.
- The Consultant will conduct assessments only as requested by Perth Boat School, and at a time and venue that is mutually agreed between the parties and the candidate/client.
- The Consultant will conduct assessments in accordance with Perth Boat School requirements:
 - as advised at the time;
 - in the Trainer/Assessor Handbook;
 - as specified in Perth Boat School policies and procedures;
 - of the training resources; and
 - in line with AQTF standards.
- The Consultant will conduct assessment in accordance with:
 - (a) the national Assessor Code of Conduct;
 - (b) National Principles of Assessment
 - (c) National Rules of evidence
 - (d) Dimensions of competency
 - (e) Their assessor qualifications.
- The Consultant may conduct team assessment where one assessor will hold the vocational competency and the other assessor will hold the assessment competencies. This will be managed and arranged by the Director of Perth Boat School.
- The Consultant will undertake evaluation of the assessment resources and process along with their own performance as an assessor for each assessment conducted, using the Perth Boat School specific forms and providing these to the Director of Perth Boat School upon completion of the assessment episode.

9.1.3 Validation and Moderation of Assessment

- The Consultant will assist Perth Boat School in the validation of its assessment strategies participating in validation and moderation activities at least once per year, being involved in group processes to undertake this activity. This will involve the reviewing, comparing and evaluating assessment processes, tools, judgements/decisions and evidence contributing to judgements made by a range of assessors against the same competency standards.



- Validation and moderation of assessment will be undertaken at a time and venue which is mutually agreed between the two parties.

9.2 Quality Assurance

The Consultant, as part of this constructive agreement, accepts responsibility for the AQTF standards as follows:

1. Understand and implement Perth Boat School policies and procedures, which will ensure quality training and assessment.
2. Undergo auditing processes for compliance with this Agreement and the Perth Boat School quality training and assessment policies and procedures in relation to this Agreement.
3. Provide feedback to Perth Boat School on potential risks for its training and assessment products and services, as appropriate.
4. Advise clients of the existing Perth Boat School Policy and procedures regarding customer complaints and their right to pursue as necessary.
5. Use Perth Boat School documentation and processes to collect and provide feedback from Perth Boat School clients regarding training and assessment products and services each time training and assessment Services are provided under this Agreement.
6. Use Perth Boat School documentation and processes to provide feedback, regarding quality issues, on self and Perth Boat School training and assessment products and services (including resources), and policies each time training an assessment services are provided under this Agreement.
7. Identify and comply with relevant state/commonwealth laws/legislation as they impact on the service provided under this agreement, including occupational safety and health; workplace harassment, victimisation and bullying; anti-discrimination, including equal opportunity, racial vilification, disability discrimination; vocational education and training (VET); and apprenticeship and traineeship (as applicable); and all relative legislation.
8. Ensure Perth Boat School training and assessment clients are aware of information about legislation that significantly affects their participation in vocational education and training (VET).
9. Understand Perth Boat School policy on refunds for fees and answer client enquiries on such issues referring clients to the appropriate Perth Boat School personnel.
10. Ensure participant's training and assessment records, to which they have access, are kept in accordance with confidentiality and privacy practices. Ensure they do not disclose any information, confidential or otherwise, about a Perth Boat School client, obtained or kept by Perth Boat School, to any person other than the client themselves, in accordance with the Privacy Act 1988 and Perth Boat School Privacy Policy. This includes, but is not limited to, personal details, courses or programs in which the client is enrolled in or undertaking, assessment results and/or outcomes, the presence of individuals at the Perth Boat School.
11. Provide Perth Boat School with current records regarding their experience and qualifications achieved in accordance with Standard 7 of the AQTF.
12. Complete and provide Perth Boat School participation documentation for each training program that they deliver.
13. Maintain current versions of all relevant VET information and Perth Boat School training and assessment documentation provided to them by the Perth Boat School.
14. Recognise that existing qualifications and statements of attainment of participants may be accepted under mutual recognition obligations, and passing any such claim or enquiry to the Director of Perth Boat School for processing, approval, advising the client of such an approval process. Claims passed to the Director of Perth Boat School must include original certificates of clients.



15. Incorporate access and equity policies and principles to the provision of Services included under this agreement.
16. Providing pre-enrolment information to all Perth Boat School participants prior to commencement of short courses covered with this agreement.
17. Provide high level of customer service to all clients.
18. Undergo and complete Perth Boat School induction processes.
19. Undergo and complete professional development in relation to this Agreement.
20. Undergo and complete performance management processes in relation to Services provided under this Agreement.
21. Undergo and complete workplace trainer training and achieve competency in Certificate IV in Training and Assessment, as necessary, and provide evidence of the achievement of this qualification.
22. Undergo and complete workplace assessor training and achieve competency in Assessment, as necessary, and provide evidence of these workplace assessor competencies.
23. Provide evidence of vocational competency against all units of competency, for which they will be endorsed by the Director of Perth Boat School to conduct training or assessment services, at least to the level being trained or assessed.
24. Work with another Perth Boat School assessor/Consultant, to perform team assessment as required, and mutually agreed between the parties.
25. Undergo “direct supervision” processes as a trainer, as required, if they do not possess the full qualification Certificate IV in Training and Assessment.
26. Undertake assessment of candidates, including RPL, in accordance with Perth Boat School policies and procedures, and the requirements of the AQTF, Training Package and Code of Practice for Assessors, as mutually agreed by both parties.
27. Ensure that assessment services are fair and equitable to all participants and incorporate the advisement of appeals options.
28. Ensure that participants are informed of the context and purpose of the assessment along with assessment appeals processes, and receive feedback regarding the outcome of the assessment and guidance for the future.
29. Ensure that assessments are conducted incorporating:
 - The appropriate level of assessment in line with AQF levels;
 - The Principles of assessment (Validity, reliability, fairness, and flexibility);
 - The rules of evidence (Valid, sufficient, current, authentic, consistent); and
 - Dimensions of competency (task skills, task management skills, contingency skills, job/role environment skills).
30. Validate assessment strategies by reviewing, comparing and evaluating the assessment processes, tools and evidence for assessment included under this agreement.
31. Provide access to participants, all relevant training and assessment resources to accommodate Perth Boat School participant’s requirements and needs.
32. Deliver training using Perth Boat School materials maintaining the integrity of the processes and information detailed within, following lesson plans provided by Perth Boat School.
33. Provide input and feedback on training and assessment strategies for training and assessment products and services offered by Perth Boat School.
34. Participate in moderation of assessments.
35. Ensure that training and assessment services provided are fair and equitable to all participants.
36. Treat in confidence information obtained or provided in the course of negotiating or monitoring the arrangement covered in this agreement and undertake not to divulge that information to any parties without prior written authority from the Director of Perth Boat School.
37. Ensure that all relevant Perth Boat School documentation is completed correctly and in full regarding outcomes of assessments, student participation and evaluation of training and assessment services and that this documentation is forwarded to the Perth



Boat School promptly, so that Perth Boat School may record results and issue any Statements of Attainment or Qualifications as appropriate.

38. Ensure when discussing any courses offered by Perth Boat School that information provided is accurate and ethical without misleading clients in any way.

9 ACKNOWLEDGEMENTS AND UNDERTAKINGS BY PERTH BOAT SCHOOL (the lead RTO)

9.1 Quality Assurance

Perth Boat School (the lead RTO), as part of the constructive agreement, accepts responsibility for the AQTF standards.

1. Develop, disseminate, implement, monitor and continuously improve policies and procedures, which will ensure quality training and assessment.
2. Audit its compliance with the quality training and assessment policies and procedures in relation to this agreement, including compliance with the Agreement by the two parties.
3. Maintain this agreement and documentation on behalf of the parties.
4. Collecting, collating and analysing feedback from Perth Boat School clients regarding all training and assessment products and services conducted under this agreement.
5. Undertake continuous improvement for training and assessment products and services included in the arrangements of this Agreement.
6. Identify, manage, implement and maintain risk management processes in relation to this agreement and the training and assessment products and services offered by Perth Boat School.
7. Have policies and procedures in place for customer complaints and appeals by Perth Boat School clients relating to the training and assessment products and services relative to this Agreement.
8. Identify and comply with relevant state/commonwealth laws/legislation as they impact on the service provided under this agreement.
9. Ensure its quality training and assessment policy and procedures meet relevant state/commonwealth laws/legislation.
10. Purchase relevant building and contents insurance cover for all Perth Boat School premises and equipment training and assessment used in conjunction with training and assessment products and services included under this Agreement.
11. Maintain relevant workers compensation, public liability and professional insurance for Consultants, in relation to the consulting services relative to this agreement.
12. Ensure all relevant State and Commonwealth legislation is embedded into appropriate training and assessment products and services.
13. Maintain sound and ethical financial management policies and procedures relative to the services provided under this agreement, including protection of fees paid in advance and fair and reasonable refunds.
14. Maintain participant's training and assessment records, which are subject to confidentiality and privacy practices, including enrolment, participation and assessment outcomes.
15. Maintain up to date records of relevant qualifications, work experience and vocational competencies of all persons working on their behalf in the capacity of this agreement.
16. Implement and maintain version control processes for all PERTH BOAT SCHOOL materials used in the provision of training and assessment products and services in relation to this Agreement.
17. Ensure that Consultant has access to current materials in relation to training and assessment products and services in relation to this Agreement.
18. Recognise the existing qualifications and Statements of Attainment of participants under mutual recognition obligations.



19. Have policies and procedures in place for Mutual Recognition of AQF qualifications and Statements of Attainment issued by any other RTO.
20. Advise clients of Perth Boat School's Mutual Recognition obligations and processes for AQF qualifications and Statements of Attainment issued by any other RTO.
21. Incorporate access and equity policies and principles to the provision of training and assessment products and services included under this agreement.
22. Providing pre-enrolment information to all Perth Boat School participants prior to commencement of training and assessment covered with this agreement.
23. Possess and provide to the Consultant, access and equity policies in the Code of Practice document.
24. Maintain high levels of customer service.
25. Ensuring that all persons providing training and assessment services included under this agreement possess and/or obtain relevant training and assessment and vocational competencies, are recruited under relevant procedures, receive appropriate induction, ongoing development and professional development, and are monitored for effective performance.
26. Maintain records of trainer and assessors training and assessment competencies along with relevant industry vocational competencies and experience.
27. Organise team assessments with Consultants as appropriate.
28. Undertake "direct supervision" of the Consultant if they do not possess the Certificate IV in Training and Assessment qualification. This will be carried out by the Director of Perth Boat School.
29. Providing various assessment pathways (including RPL) and services that comply with relevant assessment guidelines, assessment principles, and all aspects of work performance, including the dimensions of competency.
30. Ensure that assessment processes are fair and equitable to all participants and incorporate appeals options.
31. Ensure that assessment processes inform clients of the context and purpose of the assessment along with assessment appeals processes, and that clients receive feedback regarding the outcome of the assessment and guidance for the future.
32. Provide assessment services that lead to the issue of a Statement of Attainment under the Australian Qualification Framework (AQF).
33. Ensure that assessment processes and resources comply with the principles of assessment (Validity, reliability, fairness and flexibility).
34. Ensure that assessment process include the rules of evidence (validity, sufficiency, authenticity, currency, and consistency).
35. All resources are developed for all training and assessment offered in compliance the requirements of the AQTF, AQF, Training Package and that these resources are available to the Consultant in a timely manner.
36. Resources for training and assessment services are developed in consultation with Industry, as required.
37. Ensure the validation of assessment strategies by reviewing, comparing and evaluating the assessment processes, tools and evidence for assessment included under this agreement.
38. Provide access to all endorsed Perth Boat School trainers and assessors, as well as students, all relevant training and assessment resources to accommodate Perth Boat School participant's requirements and needs.
39. Possess or have access to all relevant staff, facilities, equipment for all training and assessment products and services offered as part of this agreement and that these will be made available to the Consultant and Perth Boat School clients.
40. Upon receipt of appropriate documentation from the Consultant, Perth Boat School will issue, record, and distribute Statements of Attainment or Qualifications against the relevant Training Package which comply with all relevant requirements, to participants who successfully complete assessments and demonstrate competency for courses included under this agreement.



41. Ensuring that relevant logos are used on all qualifications and Statements of Attainment issued to Perth Boat School participants; and on all documentation, used for marketing and advertising, relating to courses included under this Agreement are in accordance with AQTF requirements.
42. Ensuring that all marketing and advertising of courses included under this agreement is accurate and ethical, and does not include any misleading information.

9.2 General Agreement

Perth Boat School (the lead RTO), as part of the constructive arrangement, further agrees to:

1. Ensure all interactions and dealings are conducted in a competent, ethical and professional manner.
2. Seek at all times to deliver quality and value to the Consultant on schedule.
3. Follow and support the procedures set out in this Agreement.
4. Participate constructively in the monitoring and quality assurance process.
5. Provide regular and constructive feedback to the Consultant on the outcomes of training and assessment services provided.
6. Notifying the Consultant as soon as possible of any major concerns, issues or opportunities relating to the services provided under this agreement.
7. Treat in confidence information obtained or provided in the course of negotiating or monitoring the arrangements covered in this agreement and undertake not to divulge that information to any parties without prior written authority.
8. Ensure succession or alternative plans for the substitution of Consultants are in place should they be required.

10. FEES AND CHARGES

10.1 Fees and Charges for the services shall be payable in accordance with the “Fixed” and “Variable” Schedules below at 11.6.

10.2 Fees will be payable on a fortnightly basis on submission by the Consultant of a Tax Invoice.

10.3 The Consultant is to invoice Perth Boat School at least once per calendar month, where consultancy services have been provided during that calendar month.

10.4 Perth Boat School will pay invoices within 21 days of receipt.

10.5 Perth Boat School is entitled, without derogating from any other right it may have, to defer payment of any fee payable to the Consultant until the Consultant has completed the Consultancy Services, to which the fee relates, to the reasonable satisfaction of Perth Boat School.

10.6 Fixed costs

The following fixed costs will be paid to the Consultant by **Perth Boat School**:

ITEM	COST
Nationally Recognised Training Delivery Delivery of training for nationally recognised Certificate IV and Diploma modules, including advice to students in relation to assessment tasks and exercises.	\$ xx.00 per delivery hour
Conducting Assessments Conducting assessments against nationally recognised programs and competencies. Maximum of 2 hours per student.	\$ xx.00 per hour

10.7 Variable costs



The following variable costs will be paid to the Consultant by **Perth Boat School**:

ITEM	ITEM
Airfares and accommodation by the Consultant to regional centres (for travel confirmed and booked by Perth Boat School prior to travelling).	At Cost
Taxi fares (from Home to airport or airport to hotel) as approved by Director of Perth Boat School	At cost
Car Hire at a regional centre (must be approved by Director of Perth Boat School)	At Cost
Meals, breakfast and lunch (whilst travelling to regional centres) ** See below	\$ xx20.00 Maximum (including GST)
Dinner (whilst travelling to regional centres) ** See below	\$ xx.00 Maximum (including GST)
Consultant use of own vehicle for travel approved by Perth Boat School to regional centres, where the use of a personal vehicle has been approved by Perth Boat School prior to travel.	\$ 0.xx cents per kilometre (including GST)
Travel Allowance (from time leave home to time arrive at destination) - flat rate	\$xx.00 one way
Work Idle time – time spent in a regional centre by trainer when they are not training or assessing, they are not travelling. This only applies between the hours of 8.30am and 5.00pm.	\$xx.00 per hour

10.7.1 No travel will be paid for unless the travel is confirmed and booked by the Director of Perth Boat School prior to traveling.

10.7.2 Airfares are to be the best available fare. Air travel is economy only.

10.7.3 Perth Boat School will be responsible for costs relating to, airfares, accommodation, and meals (as specified in the schedule above).

10.7.4 Perth Boat School is not responsible for any incidental charges such as mini bar, telephone usage, newspapers, in-house movies etc.

10.7.5 If the Consultant is given expressed permission by Perth Boat School to use his or her own personal vehicle for travel, petrol will be reimbursed upon presentation of a receipt/s. Prior approval is required for this clause to take effect.

10.7.6 Traveling allowance and work idle time are not paid for metropolitan travel.

10.8 Changes to Fees and Charges

10.8.1 Fees and Charges can be varied with mutual agreement in writing between the parties. Additional training dates to be negotiated and paid at the specified rate for training.

11. COMMUNICATION AND REPORTING

To ensure effective functioning of this agreement, communication and reporting will occur directly between the persons nominated below. Communications will include, but are not limited to; general responsibility for arrangement operations, performance delivery, and agreement review and dispute resolution.

The nominated persons are:



XXXXXXX Director Perth Boat School XXXXXXX XXXXXX E-Mail: <u>XXXXX</u> Web: XXXXXXXXXX Phone: XXXXXXXXXX Fax: XXXXXXXXXX	(Consultant Name) (Consultant Address) Phone: XXXXX Fax: XXXXXXXXXX Email: XXXXXXXXXX
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12. DISPUTE RESOLUTION

- 12.1 It is the intention that any practical difficulties or disputes encountered are resolved by the parties in a cooperative and practical manner. As a consequence, there is no provision for either party to walk away from the arrangement or cancel it prematurely.
- 12.2 In the event that any dispute, arising regarding this Agreement, is not resolved between the two parties within three calendar months the dispute shall be referred to, upon the request of either party, an arbitrator mutually agreed upon between the parties; or in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators, in accordance with the provision of the Commercial Arbitration Act 1985.

13. REVIEW AND EVALUATION

- 13.1 Once per year, during the life of the Agreement, the two parties in this agreement will meet to review the arrangement. The following will be discussed and evaluated:
 - (a) Quality of service and performance
 - (b) Results achieved
 - (c) feedback from participants and /or candidates;
 - (d) feedback from assessors and/or trainers;
 - (e) communication strategies;
 - (f) all aspects of the quality assurance process;
 - (g) suitability of he Consultant;
 - (h) administrative issues; and
 - (i) other issues as identified.
- 13.2 These meetings will form part of the performance management processes as outlined in the AQTF.
- 13.3 Where agreed by parties in this Agreement, modifications will be made to the working arrangements and the Agreement in accordance with the findings of the review and evaluation.



**MEMORANDUM OF AGREEMENT
BETWEEN
PERTH BOAT SCHOOL AND **XXXXXXXXXXXX****

SIGNED on behalf of Perth Boat School by

XXXXXXXXXX
**Director
PERTH BOAT SCHOOL**

SIGNATURE

DATE

SIGNED by the Consultant:

**XXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXa**

SIGNATURE

DATE