



## **DAN Asia-Pacific Third Party Agreement (Instructors)**

Under the latest standards for RTO's all instructors delivering accredited training under the auspices of DAN Asia-Pacific (DAN AP) are subject to third party agreements.

This agreement must be completed, signed by the Instructor and returned to DAN AP prior to marketing DAN AP courses, enrolling students in DAN AP courses or teaching/assessing DAN AP courses.

### **YOUR BUSINESS DETAILS:**

Organisation Name: \_\_\_\_\_

Trading Names: \_\_\_\_\_

ABN: \_\_\_\_\_

ACN: \_\_\_\_\_

RTO Code: \_\_\_\_\_

### **YOUR DETAILS:**

Title: \_\_\_\_\_

Given Name(s): \_\_\_\_\_

Surname: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

### **OFFICE USE ONLY:**

**Date Received:**

**Date Submitted to ASQA:**



## **DAN Asia-Pacific Trainer Licensing Agreement/Third Party Agreement**

**Version 2016/02A. Previous versions must not be used.**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Divers Alert Network Asia-Pacific (DAN) Asia-Pacific Limited (ACN 066 827 129) (DAN AP) of 49A Karnak Rd, Ashburton, Victoria 3147, Australia, and \_\_\_\_\_ (the Trainer) of \_\_\_\_\_ (address)

DAN AP hereby grants a Licence to the Trainer to teach the DAN AP Course/s (the Course) for which he/she has been granted "Active" Status by DAN AP to teach. This licence is only valid while the Trainer holds current "Active" Status for the Course, is renewable annually, and is subject to the following terms and conditions:

Trainers operating in Australia must comply with the Standards for Registered Training Organisations 2015. DAN AP will undertake continuous monitoring of training provision through Quality Assurance checks. Under this agreement all Trainers are required to cooperate with the VET regulator:

- a) By providing accurate and factual responses to information requests from the VET regulator relevant to the delivery of services; and
- b) In the conduct of audits and the monitoring of its operations

The Trainer shall abide by the rules and regulations and follow the course specifications and requirements set forth in the most recent editions of the relevant DAN AP Instructor Manual(s). If delivering Nationally Recognised Training, the Trainer shall adhere to all of the conditions outlined in the DAN AP Code of Practice and elsewhere throughout the Instructor Manual for the Provision of such training. All students enrolled in Nationally Recognised Training must receive the course information sheet for that course.

The Trainer's activities will at all times be conducted in a professional manner and shall promote the interests of DAN AP and encourage participants in the course who are divers to become DAN AP members.

There shall be sufficient materials and equipment available during training as outlined in the relevant DAN Instructor Manual, and all equipment used during the Course shall serviceable and be handled in strict compliance with the appropriate standards for safety, including the prevention of cross infection. The training venue shall be a safe and suitable learning environment and shall comply with any relevant local Workplace, Health and Safety requirements.

All successful course participants shall be promptly (within 7 days) registered with DAN AP using the DAN AP Registration Forms, Course Rosters and any other required materials specified in current Procedures. The Trainer shall keep and maintain copies of all course records relating to these students for at least three (3) years. Student information must not be made available to any third parties without prior written approval from the student in accordance with the Privacy Act 2000.

The appropriate DAN AP Course and training materials must be used to fulfil training requirements. It shall be a violation of this agreement for the Trainer not to use the required DAN materials, or to obtain and/or utilise training and certification materials other than from DAN AP or its duly authorised agents. DAN AP training materials are copyrighted and as such, prior written authorisation is required for any reproduction. The Trainer hereby agrees not to breach any such copyright and to promptly report to DAN AP any such breach by any other party that the Trainer becomes aware of.

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Initials

The Trainer shall bear the responsibility for determining that a participant has met all criteria for certification in accordance with current DAN AP Standards. It shall be a breach of this agreement for the Trainer to certify any participant failing to meet the established minimum standards and course prerequisites. Assessments are subject to periodic validations.

The Trainer is hereby granted a limited licence to use the name Divers Alert Network (DAN) Asia-Pacific and to identify, advertise, and promote the course as specified and for no other purpose, in accordance with established rules as outlined in the current DAN AP Trainer Manual. This licence only applies while the Trainer is in "Active" status with DAN AP. Instructors marketing Nationally Recognised Courses in Australia must submit all advertising to DAN AP for approval

Only Trainers maintaining "Active" status are qualified to conduct the Course. To maintain Active status, the Trainer must: (1) Comply with all DAN AP Instructor renewal requirements in a timely fashion, including annual renewal of the DAN AP Trainer Licence, reassessment requirements required periodically, payment of fees; and (2) Teach the minimum number of relevant courses at the appropriate level to maintain status; (3) Be a current member of DAN AP; (4) Undergo an annual CPR skills assessment and maintain current vocational competency; and (5) Hold current professional indemnity/public liability insurance.

The Trainer hereby agrees that, if a specialty qualification is granted to them by another training agency on the basis of their DAN AP Trainer status, they will immediately cease training under any such specialty if their DAN AP Trainer Status is no longer "Active".

The Trainer shall report all accidents and injuries as a result of DAN AP Trainer activities to DAN AP Headquarters by telephone or fax within four (4) hours of the occurrence and in writing within forty-eight (48) hours after such an occurrence.

The Trainer acknowledges that DAN AP does not automatically provide liability insurance coverage for DAN AP Trainers and requires all Trainers to gain appropriate cover and provide evidence of this to gain and retain "Active" status.

The Trainer hereby releases, forever discharges, and agrees to indemnify DAN AP, its Directors, Trustees, Officers, employees, members, agents, attorneys, insurers, successors, and assigns from any and all such claims, demands, damages, losses, liability, rights, actions, causes of action, expenses, and suits of any whatsoever, foreseen or unforeseen, for personal injury, wrongful death, or damage to property, resulting from the teaching of this course and/or the acts or omissions of the foregoing, including any and all negligent acts, whether active or passive.

The Trainer acknowledges that failure to comply with any of the above terms and conditions, or determination by the Board of DAN AP that the Trainer has in any way undermined or compromised DAN AP, shall be grounds for immediate sanctions that may include revocation of this licence by DAN AP. DAN AP will not be liable to the Trainer for any compensation whatsoever consequent upon or arising from such revocation of this license. In addition, the Trainer hereby acknowledges that DAN AP may take legal action against, and seek damages from, the Trainer to remedy any adverse consequences of a breach by the Trainer of any of the terms of this Agreement.

This Agreement shall be interpreted under and the rights of the parties determined in accordance with the laws of the State of Victoria, Australia.

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Initials

**SIGNED BY THE TRAINER**

\_\_\_\_\_  
Trainer Name (Print name)

\_\_\_\_\_  
Trainer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Country

**INSTRUCTOR SIGNATURE WITNESSED BY:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date

**SIGNED BY DAN AP AGENT**

\_\_\_\_\_  
DAN Signatory name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position: