



**Skills for Economic Growth (S4EG)**

## **COLLABORATION AGREEMENT**

### **Institutional Strengthening - Automotive Trades**

THIS AGREEMENT is dated [insert date]

## **PARTIES**

1. **TAFE QUEENSLAND** of Level 9, 133 Mary St Brisbane, Queensland, Australia (TAFE Qld)
2. **PALLADIUM INTERNATIONAL PTY LTD** ACN 010 020 201, a proprietary limited company incorporated in Australia, of Level 6, 444 Queen Street, Brisbane Queensland, Australia (Palladium)
3. **THE SOLOMON ISLANDS NATIONAL UNIVERSITY (SINU)** is an entity established under the laws of Solomon Islands having its head office at Kokum Campus, Prince Phillip Hwy, Honiara, Solomon Islands.

Together the "Parties"

## **CONTEXT OF AGREEMENT**

- a) In a 2012, the Australian Government proposed a ten year investment plan to support skills for economic growth in the Solomon Islands. The Skills for Economic Growth Program (S4EG) was conceived with a goal to strengthen the capacity of the nation's post-school education and training system to produce quality graduates who are in demand in the labour market and who have the skills and knowledge needed to increase national productivity and competitiveness.
- b) The Australian Government, through its regional and bilateral skills programs, has an objective to improve the quality, quantity and relevance of skills training to improve employment opportunities and the productivity of the private sector. This agreement provides the opportunity for the Australia-Pacific Technical College (APTC), as a regional program, to work in partnership with S4EG as a bilateral Solomon Islands program, to combine their resources to deliver an institutional strengthening program in partnership with the Solomon Islands National University (SINU).
- c) The University's leadership has set an objective to improve the quality and relevance of its trade course delivery through investments in teacher capacity development, curriculum and learning materials and infrastructure. This objective can be complemented by APTC and S4EG working in partnership to support SINU to meet new institutional and accreditation standards under the new Solomon Islands Tertiary Education and Skills Authority's (SITESA) regulatory and quality assurance framework.
- d) The objective of this Agreement is to provide labour market demand driven high quality competency based training for Solomon Islanders at the same time, working in partnership with the private sector to help build the capacity of SINU to deliver internationally recognised qualifications.
- e) The Parties will therefore create and work in a mutually rewarding partnership environment that recognises the partner relationship that has developed over a period of time.
- f) This Agreement is therefore characterised by an intention to develop a sustainable collaboration between SINU's School of Technology and Maritime Studies, APTC and Palladium's S4EG program for Automotive Trade Training with the parties collaborating on improving physical resources, capacity and workforce development.



## RECITALS

- a) TAFE Queensland (TAFE Qld) is the managing contractor of the Australia-Pacific Technical College (APTC), an initiative funded by the Commonwealth of Australia represented by the Department of Foreign Affairs and Trade (DFAT).
- b) TAFE Qld entered into an agreement with (DFAT) to provide a Stage II Extension of the APTC until 30 June 2018.
- c) Palladium International Pty Ltd (Palladium) is the managing contractor for the DFAT funded Skills for Economic Growth – Solomon Islands program (S4EG), which is active until 30 November 2017.
- d) On 8 September 2016, the Parties agreed to commence planning, procurement and refurbishment work to collaborate and invest in capacity building of the Automotive Section within the SINU School of Technology and Maritime Studies, with an initial phase to end on 31 December 2017.
- e) This Collaboration Agreement (Agreement) between the Parties details the specific arrangements recognising the level of investment and implementation of the Agreement.

## IT IS AGREED:

### INTERPRETATION:

- a) A reference to dollars is a reference to Australian dollars.
- b) A reference to APTC is also a reference to TAFE Queensland.

### 1. DEFINITIONS

In this Agreement:

- a) "Agreement" means this document and all Appendices, Schedules and Annexures to this Document;
- b) "APTC" means Australia-Pacific Technical College;
- c) "APTC Contract" means TAFE Queensland (TAFE Qld) as the managing contractor of the Australia-Pacific Technical College (APTC), an initiative funded by the Commonwealth of Australia represented by the Department of Foreign Affairs and Trade (DFAT);
- d) "APTC Services" means the services to be performed by APTC in relation to this Agreement as set out in Schedule 2 and 3.
- e) "Business Day" means a scheduled working day in Honiara, Solomon Islands.
- f) "Course" means a structured and integrated program of education or training, usually consisting of a number of competencies, modules (subjects) or shorter programs and leading to an award or qualification;



- g) "Data" includes any information provided to SINU and APTC under this Agreement from any source, or collected or created in connection with the Services, whether in magnetic, electronic, hardcopy or any other form;
- h) "DFAT" means Commonwealth of Australia represented by the Department of Foreign Affairs and Trade.
- i) "Intellectual Property Rights" means business names, copyrights, patents, trademarks, service marks, trade names, designs and similar industrial, commercial and intellectual property;
- j) "Joint Management Committee" means the committee formed in accordance with Schedule 1.
- k) "Material" means any material created or required to be created as part of, or for the purpose of performing, the Services, including documents, computer software, information and data stored by any means;
- l) "Palladium Services" means the services to be performed by Palladium in relation to this Agreement as set out in Schedule 2- items 3-4-5.
- m) "Prior material" means all material developed by a Party independently of the Services whether before or after commencement of the Agreement;
- n) "Services" means the Services described in Schedules 1, 2, and 3 together with any supplies or materials incidental to the Services;
- o) "S4EG" means Skills for Economic Growth Program;
- p) "S4EG Contract" means the agreement between DFAT and Palladium for the Solomon Island Education Sector Program: Skill for Economic Growth Program including the Details, Parts, Schedules and any Annexes (but not including headings).
- q) "SINU Services" means the services to be performed by SINU in relation to this Agreement as set out in Schedule 2 Items 1, 2 and 5.
- r) "Student" means the person participating in a Course, or any educational qualification;
- s) "Supplies" means Supplies and Administration and Equipment purchased by any Party for use in activities related to this Agreement;
- t) "SINU" means "Solomon Islands National University".

## 2. SERVICES

- 2.1 This Agreement sets out the terms and conditions on which the parties agree to secure the aims and objectives of the APTC, SINU and S4EG in Solomon Islands.
- 2.2 APTC will perform the APTC Services as set out in Schedule 2.Item 5 and Schedule 3.
- 2.3 Palladium will perform the Palladium Services as set out in Schedule 2. Item 3, 4 and 5.
- 2.4 SINU will perform the SINU Services as set out in Schedule 2.Items 1, 2 and 5.



- 2.5 In providing the Services, as described in Schedule 3, the Parties must:
- a) Perform the services as required;
  - b) Endeavour to implement the services in a co-operative manner including accepting directions/instructions made by DFAT and other appropriate stakeholders;
  - c) Ensure that the services are delivered at a high standard;
  - d) Build on the investment already made by the collaboration since its inception;
  - e) Acknowledge that in certain circumstances it may be necessary to review the total allocation of funds for the Automotive Engineering (Light and Heavy vehicles) trainer costs and/or the proposed equipment procurement if the availability of the Adviser changes, the cost of mobility is impacted on by local factors and/or the planned cost of equipment or availability changes.
- 2.6 Nothing in this Agreement prevents any Party from seeking third party private, donor or bi-lateral investment funding which may complement the resources being contributed by the Parties as endorsed by the Joint Management Committee.

### **3. JOINT MANAGEMENT COMMITTEE**

- 3.1 The Parties will form a Joint Management Committee (JMC) to oversee the implementation and management of this Agreement and the Services.
- 3.2 The JMC will consist of representatives of each Party, and will operate in accordance with Schedule 1.

### **4. TERM AND TERMINATION**

- 4.1 The Term of this Agreement will commence upon execution of the Agreement by the Parties.
- 4.2 This Agreement will terminate on 31 December 2017 (Expiry Date) unless terminated sooner or extended in accordance with the following conditions:
- 4.2.1 Extension is subject to the agreement of all Parties;
  - 4.2.2 Extension is subject to the performance of, and the compliance with the previous Period's terms and conditions;
- 4.3 Any extension to this Agreement, in accordance with Clause 4.2 will be according to the following time frames:
- 4.3.1 A review of the Agreement will commence six (6) months prior to the Expiry Date;
  - 4.3.2 Each Party will provide written confirmation to the other Parties of its intention to either extend or end this Agreement ninety (90) days prior to the Expiry Date.
- 4.4 A party may terminate this Agreement by notice in writing (Notice Party) if another party commits a breach of this Agreement (Defaulting Party) and:
- 4.4.1 The breach is not capable of being remedied by the Defaulting Party; or
  - 4.4.2 the Defaulting Party fails to remedy the breach within ten (10) Business Days (or a further period as agreed between Notice Party and the Defaulting Party), after receiving a notice to remedy breach from the Notice Party; or
  - 4.4.3 The Defaulting Party does not commence to remedy the breach within a reasonable time (having regard to the nature of the breach) after receiving a notice from the Notice Party.
- 4.5 Notwithstanding Clause 4.2, this Agreement will terminate without further liability of any Party when one of the following events occurs:
- 4.5.1 Notice is received from DFAT that the APTC Contract has been cancelled.
  - 4.5.2 Notice is received from DFAT that the S4EG Contract has been cancelled.



- 4.6 If this Agreement is terminated in accordance with Clauses 4.4 or 4.5, no Party will be entitled to any compensation other than amounts due on or prior to the date of termination.

## **5. PAYMENTS**

- 5.1 Unless otherwise determined by the Joint Management Committee, APTC will pay Palladium for the Services provided in Schedules, in accordance with the Payment Schedule set out in Schedule 3, Table 1.
- 5.2 Palladium agrees to invoice APTC for the payment amounts and within the timeframes as specified in Schedule 3, Table 1.
- 5.3 APTC will make payment of the fees within thirty (30) days of receipt of a correctly rendered invoice and on acceptance by APTC of the satisfactory delivery of the Services by Palladium detailed in Schedule 2, and acceptance will not be unreasonably withheld.



## **6. ACCOUNTS AND RECORDS OF BUSINESS BETWEEN APTC, PALLADIUM AND SINU**

- 6.1 Palladium agrees to maintain full, true, separate and up-to-date accounts and records (Accounts and Records) in relation to the Fees, Supplies and the Services related to this agreement. The Accounts and Records must:
  - 6.1.1 Record all receipts and expenses in relation to the Supplies and Services, including those involving foreign exchange transactions;
  - 6.1.2 Maintain accurate and up-to-date records of all enrolments and attendances of staff in activities described in Schedule 2 and, where relevant, completions of qualifications/units of competence;
  - 6.1.3 Be kept in a manner that permits them to be conveniently and properly audited;
  - 6.1.4 Enable the extraction of all information relevant to this Agreement; and
  - 6.1.5 Contain details of the disposition of Supplies as agreed to by each Party such as replacement, write-off or transfer.
- 6.2 Palladium agrees to provide the Accounts and Records for inspection by the Joint Management Committee and APTC Administration and/or DFAT within 5 Business Days of the request being made in writing.
- 6.3 The Accounts and Records must be held for the Term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement.

## **7. AUDITS**

- 7.1 Where a Party has reasonable concerns regarding another Party's financial management in relation to this agreement, a written notification of those concerns (Notification), and actions reasonably necessary to amend those concerns may be tabled by that Party (Concerned Party) through the Joint Management Committee. Actions required may include:
  - 7.1.1 That supporting documents are provided to the Joint Management Committee to address the Notification;
  - 7.1.2 A direction to engage an independent, suitable organisation to undertake an audit of financial management activity, including invoicing procedures and practices.
- 7.2 The Party that is the subject of the Notification (Notified Party) must respond to the Notification within 14 days.
- 7.3 Where the Notified Party does not respond within 14 days, or the response does not alleviate the concerns of the Concerned Party or DFAT, the Concerned Party reserves the right to engage an independent auditor to review the financial management of the Notified Party.
- 7.4 If any Party is required to undertake an independent audit under this Clause:
  - 7.4.1 The terms of reference must be agreed in writing by all Parties;
  - 7.4.2 The audit must be undertaken according to the standards of the professional body relevant to the particular audit and those standards must be detailed in the terms of reference;
  - 7.4.3 The Joint Management Committee will agree which Party is to incur the audit costs;
  - 7.4.4 No further payments will be made, as described in schedule 3, Table 1, pending certification of the reliability of financial management systems and the veracity of the invoicing procedures and practices.



## **8. ACCESS TO PREMISES, DATA AND RECORDS**

### **8.1 Each Party will at all times:**

- 8.1.1 Keep accurate, systematic and up to date Accounts and Records, including all invoices and other financial data and paperwork, relating to the performance of its obligations under this Agreement and in accordance with all requirements of relevant head contracts with DFAT for the APTC and S4EG programs.
- 8.1.2 Retain copies of all Accounts and Records for a period of seven (7) years after termination or expiry of this Agreement;
- 8.1.3 allow full access to all persons authorised in writing by the Party seeking access or DFAT, at reasonable times, to premises where the Services are being carried out, or where Accounts and Records are held or are available, and will permit those persons to inspect, audit, take extracts from and copy any information (other than Confidential Information), Accounts or Records, relating to the Services or this Agreement generally; and
- 8.1.4 Provide all reasonable assistance requested by the Party seeking access or DFAT for any administrative or statutory review or audit relating to this Agreement or the Services.

## **9. APPROVALS AND ACCESS - SINU**

- 9.1 If requested, SINU agrees to promptly give another Party all information relevant to the Services provided as part of this Agreement in SINU possession or control, other than confidential information;
- 9.2 SINU agrees to allow APTC, Palladium and their employees to access and use shared spaces such as class rooms, sports facilities, storage space, library / resource centre, student amenities and grounds and other areas that are relevant to teaching students in accordance with the S4EG program's as specified by the DFAT S4EG Contract (Agreement #71942) Scope of Requirements and Contract Deliverables and Forward Work Plan 2017.
- 9.3 SINU will make final decisions regarding allocation of its building to APTC and S4EG programs.

## **10. RELATIONSHIP OF THE PARTIES**

- 10.1 Nothing in this Agreement constitutes a legal partnership, nor acts to constitute one Party as the agent of the other Party. To that end, no Party will represent itself as the partner or agent of the other Party and no Party will have any authority to bind the other Party legally or equitably by contract or any other undertaking without the prior agreement of the other Party.
- 10.2 Any persons employed by a Party will not be deemed to be a representative of, or in the employment of any other Party.

## **11. INTELLECTUAL PROPERTY**

- 11.1 Intellectual property developed/produced related to Automotive training during the execution of this agreement will be jointly owned by DFAT and SINU



- 11.2 Clause 11.1 does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Material but the Parties grant to DFAT a permanent, irrevocable, royalty-free worldwide, non-exclusive license to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Material.
- 11.3 The parties warrant or undertake that the Moral Right of attribution of authorship of Material developed under this Agreement will be acknowledged in various circumstances including when it is presented to the public and as required under the Copyright Act 1968 (Australia)

## **12. PRIVACY & CONFIDENTIALITY**

- 12.1 Any activities occurring as a result of this Agreement, and involving collecting, sorting, storing, using and disclosing personal information by either Party, will be subject to the Australian Privacy Act (1988).
- 12.2 Each Party undertakes that it will not, either during the term of this Agreement or at any time thereafter (except to the extent necessary to comply with its obligations under this Agreement), disclose to any person any information of or relating to the other Party of which it has become possessed as a result of this Agreement or the negotiations preceding this Agreement including the terms of this Agreement, all information and documentation supplied by either party or information to which either party has access in the performance of this Agreement.
- 12.3 Each Party must not publish alone or in conjunction with any other party or organisation any information, drawing or photograph concerning this Agreement except with the written consent of the other Party and subject to such conditions as the other Party may prescribe.
- 12.4 Nothing in this Agreement prohibits disclosure of information which:
- a) Is in the public domain otherwise than as a result of a breach of this clause 12;
  - b) Is received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of this clause 12;
  - c) Is required to be disclosed by law or government authority having authority over a Party; or;
  - d) Is for the purposes of obtaining or providing legal advice or other professional advisors.
- 12.5 If confidential information is disclosed in accordance with clause 12.4, the disclosing Party will ensure that the person to whom that information is disclosed is made aware of the confidential information and the obligations restricting its use and disclosure and do everything in their power to ensure that any persons to whom the information is disclosed do not use nor disclose that information.
- 12.6 Confidential information may only be disclosed by the Parties to persons who have a need to know, and only to the extent that each person needs to know in order for the effective performance of the Services.
- 12.7 The Parties to this Agreement accept responsibility for any use or disclosure of confidential information contrary to Clause 12.6 and acknowledge their liability for any damage, loss or expense suffered by the other Party as a result of any such use or disclosure.



### **13. ANTI-CORRUPTION**

- 13.1 No Party to this Agreement will make or cause to be made, nor will receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any Party, as an inducement or reward in relation to the execution of this Agreement. In addition, no Party will bribe public officials, and all Parties will use their best endeavours to ensure that all subcontractors comply with this Clause 13. Any breach of this Clause 13 will be grounds for immediate termination of this Agreement in accordance with Clauses 4.4 and 4.5.

### **14. NOTICES**

- 14.1 Notices must be in writing and may be delivered by email to the Parties at the addresses set out in this Clause 14 or other addresses subsequently notified by the Parties.
- 14.2 Notices will be deemed to be given when it reaches the addressee's electronic address and becomes capable of being retrieved by the addressee.

#### **SINU Contact Details:**

Day to Day Operations:  
Mr Solomon Pita  
Telephone: +677 30111  
Email: [solomon.pita@sinu.edu.sb](mailto:solomon.pita@sinu.edu.sb)

Dispute Resolution: Professor  
Basil Marasinghe Acting Vice-  
Chancellor, SINU Telephone:  
+677 30111

Email: [basil.marasinghe@sinu.edu.sb](mailto:basil.marasinghe@sinu.edu.sb)

#### **TAFE Qld /APTC Contact Details:**

Management and Dispute Resolution  
Ms Denise O'Brien  
Chief Executive Officer, APTC  
Telephone: +679 672 8777  
Mobile: +679 702 1800  
Email: [denise.obrien@aptc.edu.au](mailto:denise.obrien@aptc.edu.au)

#### **Palladium/S4EG**

Management and Dispute Resolution  
Mr Barry Peddle  
Team Leader  
Telephone: +677 769 0909  
M: +677 769 0909  
Email: [barry.peddle@thepalladiumgroup.com](mailto:barry.peddle@thepalladiumgroup.com)



**15. ASSIGNMENT:**

- 15.1 A Party may not assign or otherwise deal with this Agreement except with the consent of every other Party. A Party is not required to give consent to an assignment or to justify the withholding of the consent.

**16. GOVERNING LAW:**

- 16.1 This Agreement is governed by the law of Queensland.

**17. WAIVER**

- 17.1 The failure of any Party to this Agreement to enforce any Clause at any time of this Agreement will in no way be interpreted as a waiver of such a Clause.
- 17.2 The waiver by a Party of any breach of a Clause of this Agreement by another Party will not be deemed to be a waiver in respect of any other Clause of any subsequent breach of that Clause.

**18. VARIATION**

- 18.1 Each Party is entitled to seek variation and no variation is binding unless agreed to in writing and signed by the Parties.

**19. SEVERABILITY:**

- 19.1 In the event that any term or any parts of terms to this Agreement are determined to be invalid, unenforceable or unlawful, such terms to the extent deemed invalid, unenforceable, unlawful will be severed from the remaining terms and the remaining terms will continue to be valid and enforceable to the fullest extent permitted by the law.

**20. DISPUTE RESOLUTION:**

- 20.1 The Party claiming that there is a dispute will send a Notice of Dispute ("Dispute Notice") in writing to the other Party outlining the nature of the dispute.
- 20.2 For the avoidance or settlement of disputes, and for the better management of this Agreement, the parties each nominate their contact person as outlined in Clause 14 of this Agreement.
- 20.3 The Parties agree to enter into negotiations to resolve, in an amicable manner, any dispute that they have concerning this Agreement or the conduct of the Services.
- 20.4 Where a dispute has not been resolved within thirty (30) days of first occurrence the dispute will be submitted to mediation in accordance with, and subject to, the Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

**21. WARRANTIES:**

- 21.1 Mutual Warranty  
Each Party warrants that:
- a) It has obtained all necessary consents to enable it to sign this Agreement;



- b) It has not relied on any undertaking, conduct or representation from or on behalf of any other Party except as set out in this Agreement; and
- C) Is able to pay its debts as and when they fall due.

#### 21.2 Environmental Contamination

Each party warrants that in performing its services under this Agreement, and for all relevant activities pursuant to this Agreement, appropriate practices will be followed to minimise any damage to the environment of Solomon Islands.

### 22. INDEMNITY

- 22.1 Subject to clause 22.2, each Party agrees to indemnify and release each other Party and their officers, employees and agents, from and against any loss, damages, expenses and costs, including costs of any settlement, arising from any claim or any loss suffered or incurred by a Party, including personal injury, death, legal costs and expenses, in relation to or as a consequence of this Agreement.
- 22.2 The liability of each Party under Clause 22.1 is reduced proportionally to the extent that any negligent act or omission of the Party seeking the indemnity or their employees or agents, contributed to the loss or liability.

### 23. COSTS AND OUTLAYS:

- 23.1 Unless expressly stated to the contrary, each Party must pay its own Costs and Outlays connected with the negotiation, preparation and execution of this Agreement.

### 24. INSURANCE:

- 24.1 APTC and Palladium must maintain for the duration of this Agreement, unless otherwise specified:
  - a) Public liability insurance of at least \$20 million for each and every claim which covers:
    - I. Loss of or damage to or loss of use of any real or personal property; or
    - II. Personal injury to, illness or death of any person arising from the performance of the Agreement.
- 24.2 SINU agrees to arrange and maintain all relevant insurances for the activities to be undertaken as part of the Services including but not limited to:
  - a) Property and contents insurance for the SINU facilities and assets relevant to APTC and Palladium;
  - b) The minimum insurance required to meet its statutory obligations.

### 25. MARKETING AND PUBLICITY

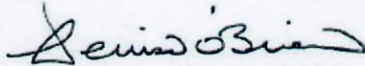
- 25.1 No Party may undertake any marketing, advertising or promotional activity about this Agreement without the prior written consent of all Parties.
- 25.2 This Clause 25 does not relate to marketing by Palladium or APTC for approved student recruitment activities; or mutually beneficial promotion or communications.
- 25.3 Party logos are not to be used to represent achievement of any Australian nationally recognised qualification or competencies.



In accordance with Clause 2.1 the Parties agree to the above terms and conditions set out in this Agreement.

**SIGNED by TAFE Queensland by its Authorised Officer**

Denise O'Brien  
Chief Executive Officer

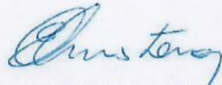


03/02/17

.....  
Full name of authorised officer      Signature of Authorised Officer      Date

in the presence of:

Edward Armstrong  
Dir Corporate and Commercial



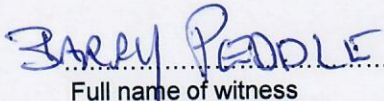
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Full name of witness      Signature of Witness      Date

**SIGNED by Palladium International Pty Ltd by its Authorised Officer**

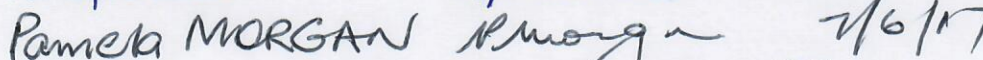
.....  
Full name of authorised officer      Signature of Authorised Officer      Date

in the presence of:

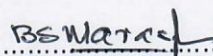
  
Full name of witness

  
Signature of Witness

.....  
Date

  
Pamela MORGAN      Signature of Witness      Date

**SIGNED by Solomon Islands National University by its Authorised Officer.**

Basil Marasinghe  
Full name of authorised officer            7/6/17  
Signature of Authorised Officer      Date

in the presence of:

Solomon.Pita.....  
Full name of witness            7/6/17  
Signature of Witness      Date



## **Schedule 1: JOINT MANAGEMENT COMMITTEE**

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1. The Joint Management Committee (JMC) will be established to oversee the implementation and management of the Agreement. In accordance with Section 3.1 of this Agreement, the JMC consists of:

### **APTC**

APTC CEO

APTC Executive Director- Strategy, Monitoring and Evaluation

### **Palladium**

S4EG Team Leader

S4EG Senior Skills Advisor

### **SINU**

SINU Pro Vice-Chancellor (Academic)

SINU Dean, School of Technology and Maritime Studies (Chairman)

HOD Allied Trades

Dean School of Business Management

Manager/PCM

As approved by the APTC CEO, S4EG Team Leader and SINU Vice-Chancellor.

The JMC will elect a Chairperson at its first meeting.

The quorum for the JMC will be two representatives for each Party. The meetings are to be held at least once every 3 months at dates to be agreed. Meetings can be convened via teleconference or fact to face.

All Parties will subsequently delegate decision making to the JMC within relevant financial and non-financial delegations as assigned and regulated by each respective organisation, notwithstanding that any addition or amendment to this agreement would require a Deed of Amendment to be signed by all Parties. Approvals beyond local delegations will be referred to the respective head representative of each organisation.

2. The JMC agenda should include oversight of this agreement; outstanding business arising from previous meetings; financial reports; training delivery and other services covered by the Agreement.
3. The JMC may consider and propose changes to the elements listed in the Services if there is agreement on new and/or higher order priorities from time to time or if there are concerns about conditions to funding being adhered to. Changes, however, can only be made within the existing allocation of funds as described in Schedule 3, Table 1.



## **Schedule 2: Services.**

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This Schedule provides the specific details that are covered by this Collaboration Agreement. This Schedule also specifically identifies the responsibilities and obligations of each Party with regards to the following matters as referred to in Section 2, Services.

### **1 Site Access**

SINU allows access to APTC and Palladium to the SINU Automotive and any other facility where automotive training is being conducted facilities from 1 February 2017 to 31 December 2017:

- 1.1 Continued access to automotive classrooms, workshops and training staff offices on the SINU campus grounds for the delivery of nationally approved qualifications in Automotive Engineering and/or short courses as determined by the SINU Senate from time to time.
- 1.2 The site access incorporates:
  - a) Security and grounds maintenance provided by SINU for all common grounds including the ongoing availability of necessary support infrastructure and utilities...
- 1.3 Where site access is adjusted during the term of this agreement, the JMC will negotiate the adjustment to Schedules and submit a variation to this Agreement. APTC and the S4EG program will ensure to provide, where possible, 3 months' notice to SINU of any proposed changes that will impact on site access.

### **2 Training Delivery**

- 2.1 APTC will support the following courses and equipment requirements through the provision of funding as detailed in Schedule 3.

Course	Equipment Requirements
Nationally approved and/or recognised qualifications in Automotive Engineering (Light and Heavy Vehicles)	Equipment for fit out of the automotive training centre

- 2.2 Palladium will be responsible for recruiting an internationally qualified Automotive Engineering (Light and Heavy vehicles) trainer, and for the relevant execution of all contractual obligations including disbursement of payments and performance management.

### **4 Monitoring and Evaluation**

APTC is required to demonstrate End of Program Outcome (EOPO) 3 – SUSTAINABILITY as set out below. S4EG Team leader will be required to complete and provide to APTC and SINU progress reports against this EOPO by April 2017, October 2017 and a final report at a date to be decided.

S4EG will facilitate the collection of relevant data (this could be collected via: surveys for targeted data collection, LMA, access to S4EG own data/information, face to face interviews conducted by APTC staff, etc) across these outcomes. In addition, S4EG staff will support the completion of graduate and employer tracer surveys for APTC.

The progress report will include information against the key performance indicators under the APTC Monitoring and Evaluation Framework including:



**End of Program Outcome 3 - SUSTAINABILITY: APTC Supports TVET Partner Institutions to improve and sustain systems and training delivery**

<b>Intermediate Outcome 3.2: Increased competency based training and assessment at Partner Institutions</b>	Output 3.2: MoAs with partner institutions (that include CBT to be piloted)	# Partners with MOAs that include CBTs	3.2.1	# Partners with MoAs and % that include CBT
	Activity 3.2.1 - Public/private sector institution partners: Agreements with partners in PIF countries in place and managed	# of reviews of delivery models and/or curriculum plans at partner institutions	3.2.2	# of reviews of delivery models and/or curriculum plans at partner institutions
<b>Intermediate Outcome 3.3: Infrastructure meets industry standards for TVET delivery at Partner Institutions</b>	Output 3.3: TVET Partner Infrastructure is improved		3.3.1	Infrastructure Improvements within Partner Institutions and at APTC
	Activity 3.3.1: APTC Partners with local TVET institutions where possible to share training space (gives local partner access to upgrade standard of training environment)	# of partners sharing training spaces with APTC	3.3.2	# of partners sharing training spaces with APTC
<b>Intermediate Outcome 3.4: TVET instructors demonstrate improved teaching and learning practice at Partner Institutions</b>	Output 3.4: Provision of Training, Assessment, professional development and delivery support		3.4.1	# of partner trainers graduating in professional development courses (supported by APTC)
	Activity 3.4.1 - Centre for Professional Development: Co-ordinate demand-driven TAE course delivery and provision of specialist support to VET staff from national institutions undertaking TAE courses, on a Fee-for-Service basis.	Courses in addition the Annual Training Profile	3.4.2	# of programs delivered through the Centre for Professional Development
<b>Intermediate Outcome 3.5: TVET partners use improved quality assurance systems</b>	Output 3.5: Support for QA systems is provided	# of APTC audits of quality assurance systems (and performance of partner institutions against this)	3.5.1	# of APTC engagements in QA reviews and/or audits for partners
	Activity 3.5.1: Provide monitoring and coaching for the improvement of QA systems that support M&E		3.5.2	# of requests for support activity from TVET partners (M&E)

## 5 Joint promotion and pathways plan

APTC, Palladium and SINU will agree to a 'cross promotion' and pathways plan that may include but not be limited to activities such as:

- The promotion of programs especially in the Provinces of Solomon Islands;
- working collaboratively to support the upskilling of trainers in Rural Training Centres (RTC) of SINU;
- The creation of a pathway into SINU and/or APTC programs for students who have workplace experience and a recognised qualification from RTC.
- S4EG promote/distribute/collect student applications for APTC Certificate III Automotive program as well as support the identification of suitable candidates who could fill immediate employer needs (eg these students could be given a "priority" scholarship to APTC until such time as the S4EG apprenticeship program is producing graduates from SINU).
- providing support for APTC to capture profiles, "good news" stories regarding the APTC – SINU – S4EG program with a focus on SINU staff delivering a high quality competency based training qualifications in Solomon Islands.



### Schedule 3 – INSTITUTIONAL CAPABILITY CONTRIBUTION SCHEDULE

APTC will support the collaboration and SINU in the delivery of the National Qualification, in line with Schedule 2 Services, up to the value of AUD\$400,000, as follows: (see Table 1)

- 4.1 Funding for an internationally qualified Automotive Engineering (Light and Heavy vehicles) trainer up to the value of AUD\$180,000: (see Table 1)
- a) The period February 2017 through to December 2017
  - b) Contract conditions will be in line with the Advisory Remuneration Framework (ARF) Including salary and mobility allowance, and provision of accommodation.
- 4.2 APTC assist funding the equipment for fit out of the automotive training centre up to the value of AUD\$220,000 (see Table 1).

**Table 1: Scope of Services and Payment Schedule**

Ref	Service	Duration	Cost	Invoice Date
Service #1	Provide funding for the engagement of a Long Term Automotive Engineering (Light and Heavy Vehicles) Adviser (LTA). The LTA will be recruited and managed by the S4EG Team. Funding will cover the cost of salary and allowances at ARF B2 rate, including accommodation and mobilization. S4EG will provide the position description for the Adviser in line with APTC recruitment guidelines.	Fixed term contract for 9.5 months from 6 February to 11 November 2017, a total of up to 199 working days over 277 total days in country.	Total Cost, actual costs up to a maximum of \$180,000 including salary, allowances and accommodation	In arrears and in equal amounts, no later than the 25th of each month commencing on 25 February, with the final invoice due 25 November 2017 and paid prior to 25 December 2017
Service #2	Provide funding for the procurement of plant, machinery, tools, manuals and equipment to support the delivery of nationally recognised qualifications in Automotive Engineering (Light and Heavy). Equipment specifications and standards are to be provided by S4EG who will also manage the procurement process in line with Commonwealth Procurement Guidelines. This service to be provided by S4EG includes an effective assets management approach, security and on-site storage and supported commissioning and utilisation of all equipment.	Procurement to commence from 6 February and completed by 30 June 2017.	Total Cost, actual costs up to a maximum of \$220,000 including freight, transport, taxes and duties as applicable	On the provision of invoices and any required procurement documentation for the cost of purchase and where appropriate freight or other related costs, including taxes and import/export duties, no later than the 25th of each month commencing on 25 March with the final invoice due 25 May and paid prior to 25 June 2017