PART A – DRAFT CONTRACT

DRAFT CONTRACT
DRAFT CONTRACT IN RELATION TO THE PROVISION OF SERVICES FOR RFT
2014/01 2015 NAP SAMPLE ONLINE – SCIENCE LITERACY

Australian Curriculum, Assessment and Reporting Authority
ABN 54 735 928 084

^Party 2 Name^  
^Party 2 ABN^  ^Party 2 ACN^  

Tenderers should refer to PART B – REQUEST FOR TENDER (INCLUDING TENDER RESPONSE SCHEDULES) which sets out the conditions of tender and tender response requirements.
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Date

This Contract is made on ^day (numeric) month (name) year (numeric) in full^.

Parties

This Contract is made between and binds the following parties:

1. **Australian Curriculum, Assessment and Reporting Authority (ACARA)**
   ABN 54 735 928 084
   Level 10, 255 Pitt Street, Sydney NSW 2000

2. **^Party 2 Name^ ^Party 2 ABN and ACN/ARBN if applicable^**
   **^Party 2 Address^ (the Contractor)**

Context

This Contract is made in the following context:

A. ACARA requires the provision of certain consultancy services in support of its conduct of the 2015 NAP Sample Online – Science Literacy 2015 NAP-Science Literacy (the **Project**).

B. The Contractor has fully informed itself about the requirement and has submitted the proposal referred to in Item 1 of the Schedule.

C. The parties have agreed that the Contractor will perform the Services for ACARA on the terms and conditions set out in this contract.

Operative Provisions

1. **Interpretation**

1.1. **Definitions**

1.1.1. In this contract, unless the context indicates otherwise:

   **ACARA** includes any successor entity to ACARA which is from time to time responsible for administering this contract;

   **ACARA Material** means any Material:
   a. provided by ACARA to the Contractor for the purposes of this contract; or
   b. derived at any time from the Material referred to in paragraph a;
| **Attachment** | means a document attached to the contract or incorporated by reference in the Schedule, and includes the Attachment as amended or replaced from time to time by agreement in writing between the parties; |
| **Business Day (in a place)** | means a weekday other than a public holiday in the place specified or, if no place is specified, in the State or Territory specified in Item 25; |
| **Commencement Date** | means the date on which this contract is made, unless otherwise specified in Item 5; |
| **Confidential Information (of the Contractor)** | means information that is by its nature confidential and is described in Item 20. |
| **Contract Material** | means any Material (including Existing Material and Third Party Material): |
| | a. created for the purposes of this contract; |
| | b. provided or required to be provided to ACARA as part of the Services; or |
| | c. derived at any time from the Material referred to in paragraphs a or b; |
| **Existing Material** | means any Material in existence at the Commencement Date and specified in Item 15; |
| **GST** | has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; |
| **Instalment** | means the fee payable under clause 3.1.1.a and Item 10 in relation to a specified part or the whole of the Services; |
| **Intellectual Property** | includes: |
| | a. all copyright (including rights in relation to phonograms and broadcasts); |
| | b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and |
| | c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include: |
| | d. Moral Rights; |
| | e. the non-proprietary rights of performers; or |
| | f. rights in relation to Confidential Information; |
| **Material** | means anything in relation to which Intellectual Property rights arise; |
Moral Rights means the following non-proprietary rights of authors of copyright Material:
   a. the right of attribution of authorship;
   b. the right of integrity of authorship; and
   c. the right not to have authorship falsely attributed;

Official Information means any information developed, received or collected by or on behalf of ACARA to which the Contractor gains access under or in connection with this contract, and includes the Contract Material and the terms of the contract;

Personnel means:
   a. in relation to the Contractor - any natural person who is an officer, employee, agent or professional advisor of the Contractor or of its subcontractors; and
   b. in relation to ACARA - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of ACARA.

Project Manager means the person specified (by name or position) in Item 7 or any substitute notified to the Contractor;

Project Plan means the plan developed by the parties setting out the timeframe for the delivery of the Services, as approved by ACARA;

Schedule means the schedule to this contract entitled 'Contract Details', and includes the Schedule as amended or replaced from time to time by agreement in writing between the parties;

SCSEEC means the Standing Council on School Education and Early Childhood (formerly the Ministerial Council for Education, Early Childhood Development and Youth Affairs comprised of State, Territory, and Australian Government Ministers with responsibility for the portfolios of school education and early childhood development and includes any successor or replacement body with the same or similar functions

Services means the services described in Item 2 and includes the provision to ACARA of the Material specified in Item 3; and
Specified Personnel means the Personnel specified in Item 9 as required to perform all or part of the work constituting the Services; and

Third Party Material means any Material in which the Intellectual Property rights are owned by third parties.

1.2. Interpretation

1.2.1. In this contract, unless the contrary intention appears:

a. words importing a gender include any other gender;

b. words in the singular include the plural and words in the plural include the singular;

c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

d. words importing a person include a partnership and a body whether corporate or otherwise;

e. a reference to dollars is a reference to Australian dollars;

f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

h. a reference to an Item is a reference to an Item in the Schedule;

i. the Schedule and any Attachments form part of this contract;

j. if any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;

k. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails; and

l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Guidance on construction of contract

1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.

1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.

1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.
1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Commencement

1.4.1. The terms of this contract apply on and from the Commencement Date.

2. Provision of Services

2.1. Principal obligations of Contractor

2.1.1. The Contractor agrees to:

a. perform the Services as specified in Item 2 as part of the Project and in accordance with the Project Plan;

b. provide to ACARA the Material specified in Item 3;

c. adopt relevant best practice, including any ACARA, Commonwealth or industry standards and guidelines including those specified in Item 4;

d. comply with the time frame for the performance of the Services specified in Item 5; and

e. submit invoices, and any required supporting documents, in the manner specified in Item 6.

2.1.2. The Contractor agrees to keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by ACARA under this contract to be determined.

2.2. Liaison with Project Manager

2.2.1. The Contractor agrees:

a. to liaise with the Project Manager and other officers of ACARA as reasonably required and necessary to facilitate the successful implementation and completion of the Project;

b. to comply with directions of the Project Manager that are consistent with this contract; and

c. to report to the Project Manager on the basis agreed between ACARA and the Contractor in the Project Plan.

2.3. Subcontractors

2.3.1. The Contractor agrees not to subcontract the performance of any part of the Services without ACARA’s prior written approval.

2.3.2. ACARA may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.

2.3.3. ACARA has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified in Item 8.
2.3.4. The Contractor agrees to make available to ACARA (if requested), details of all subcontractors engaged in the performance of the Services.

2.3.5. The Contractor acknowledges, and must inform all subcontractors that, ACARA may publicly disclose the names of any subcontractors engaged in the performance of the Services.

2.4. Specified Personnel

2.4.1. The Contractor agrees that the Specified Personnel will perform work in relation to the Services in accordance with this contract.

2.4.2. If Specified Personnel are unable to perform the work as required under clause 2.4.1, the Contractor agrees to notify ACARA immediately.

2.4.3. The Contractor agrees, at the request of ACARA acting in its absolute discretion, to remove Personnel (including Specified Personnel) from work in relation to the Services.

2.4.4. If clause 2.4.2 or clause 2.4.3 applies, the Contractor will provide replacement Personnel acceptable to ACARA at no additional cost and at the earliest opportunity.

2.5. Responsibility of Contractor

2.5.1. The Contractor is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any:

   a. involvement by ACARA in the performance of the Services;
   b. subcontracting of the Services;
   c. acceptance by ACARA of Specified Personnel; or
   d. payment made to the Contractor on account of the Services.

3. Fees, allowances and assistance

3.1. Principal obligations of ACARA

3.1.1. ACARA agrees to:

   a. pay the fees in the Instalments specified in Item 10;
   b. pay the allowances and meet the costs specified in Item 11;
   c. make all payments as and when specified in Item 6 and
   d. provide facilities and assistance as specified in Item 12.

3.2. ACARA’s rights to defer payment

3.2.1. ACARA will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any Instalment if and for
so long as the Contractor has not completed, to the satisfaction of ACARA, that part of the Services to which the Instalment relates.

3.3. **Taxes, duties and government charges**

3.3.1. Except as provided by this clause 3.3, the Contractor agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.

3.3.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.

3.3.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. **Superannuation**

3.4.1. This contract is entered into on the understanding that ACARA is not required to make any superannuation contributions in connection with the contract, unless stated to the contrary in Item 10.

4. **Intellectual Property**

4.1. **Use of ACARA Material**

4.1.1. ACARA agrees to provide Material to the Contractor as specified in Item 13.

4.1.2. ACARA grants (or will procure) a royalty-free, non-exclusive licence for the Contractor to use, reproduce and adapt the ACARA Material for the purposes of this contract.

4.1.3. The Contractor agrees to use the ACARA Material strictly in accordance with any conditions or restrictions set out in Item 14, and any direction from ACARA.

4.2. **Rights in Contract Material**

4.2.1. Intellectual Property in all Contract Material vests or will vest in ACARA.

4.2.2. Clause 4.2.1 does not affect the ownership of Intellectual Property in:

a. any ACARA Material;

b. any Existing Material; or

c. any Third Party Material, that is incorporated into the Contract Material.

4.2.3. The Contractor grants to (or will procure for) ACARA a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence)
to use, reproduce, adapt, modify, distribute, communicate and exploit any Existing Material in conjunction with the Contract Material for any purpose.

4.2.4. The Contractor grants to (or will procure for) ACARA a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, distribute and communicate any Third Party Material in conjunction with the Contract Material for any non-commercial purpose.

4.2.5. The Contractor agrees, and will arrange for any third party, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 4.2 on request by ACARA.

4.2.6. The Contractor represents and warrants that:

a. it is entitled; or

b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 4.2.

4.2.7. In all publications produced by the Contractor for ACARA under this contract, the Contractor will include the copyright statement set out in Item 16, or such other statement as notified to the Contractor by ACARA from time to time.

4.3. Intellectual Property Register

4.3.1. The Contractor will establish and maintain a register detailing each item of Contract Material in a form acceptable to ACARA (the IP Register). The IP Register must, at a minimum, include the following details:

a. a description of the Contract Material (including a description of any Existing Material or Third Party Material incorporated in the Contract Material and details of where and how that Material has been incorporated into the Contract Material);

b. the authors of the Contract Material, and, in respect of any Existing Material or Third Party Material, the owners of that Material; and

c. in respect of any Third Party Material incorporated in the Contract Material, the date and terms of any licence in respect of the Third Party Material.

4.3.2. The Contractor must ensure the IP Register is complete and up to date throughout the term of the contract and must provide ACARA with a copy of the IP Register upon request during the term of the contract and on termination or expiry of the contract.

4.4. Moral Rights

4.4.1. In this clause 4.4:

**Permitted Acts** means any of the following classes or types of acts or omissions:
a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;

b. supplementing the Contract Material with any other Material;

c. using the Contract Material in a different context to that originally envisaged; and

d. the acts or omissions, specifically set out in Item 17;

but does not include false attribution of authorship.

4.4.2. Where the Contractor is a natural person and the author of the Contract Material, he or she:

a. consents to the performance of the Permitted Acts by ACARA or any person claiming under or through ACARA (whether occurring before or after the consent is given); and

b. acknowledges that their attention has been drawn to ACARA’s general policies and practices regarding Moral Rights as described in Item 17.

4.4.3. Where clause 4.4.2 does not apply, the Contractor agrees:

a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by ACARA or any person claiming under or through ACARA (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to ACARA; and

b. to ensure that each author’s attention is drawn to ACARA’s general policies and practices regarding Moral Rights as described in Item 17.

4.4.4. This clause 4.4 does not apply to any ACARA Material incorporated in the Contract Material.

5. Confidentiality of Official Information and other security obligations

5.1. Interpretation

5.1.1. In this clause 5:

Official Resources includes:

a. Official Information;

b. people who work for or with ACARA; and

c. assets belonging to (even if in the possession of contracted providers) or in the possession of ACARA;
5.2. Confidentiality of Official Information

5.2.1. The Contractor will not, without prior written authorisation of ACARA, disclose any Official Information to any person (unless required to do so by law).

5.2.2. The Contractor is authorised, subject to clause 5.3.1.a to 5.3.1.c, to provide Official Information to those Personnel and subcontractors who require access for the purposes of this contract.

5.2.3. The Contractor agrees, on request by ACARA at any time, to arrange for the Personnel and subcontractors referred to in clause 5.2.2 to give a written undertaking in a form acceptable to ACARA relating to the use and non-disclosure of Official Information.

5.2.4. The Contractor agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

5.2.5. The obligations of the Contractor under this clause 5.2 is subject to any rights that the Contractor may have under the Public Interest Disclosure Act 2013.

5.3. Other security obligations of Contractor

5.3.1. The Contractor agrees:

a. to ensure that all Personnel that require access to Security Classified Resources have obtained the appropriate security clearance;

b. to make its Personnel available to attend any security training provided by ACARA;

c. to notify ACARA of any change in the personal circumstances of Personnel referred to in 5.3.1.a;

d. to notify ACARA immediately if it becomes aware that a Security Incident has occurred and otherwise implement ACARA’s procedures for Security Incident reporting as advised by ACARA from time to time;

e. not to perform the Services outside Australia without ACARA’s prior written approval; and

f. to comply with the additional security requirements specified in Item 18, if any, and any variations or additions to those requirements as notified by ACARA from time to time.
5.3.2. The Contractor agrees to implement security procedures to ensure that it meets its obligations under this clause 5 and will provide details of these procedures to ACARA on request.

6. Privacy

6.1. Obligations of Contractor in relation to privacy

6.1.1. The Contractor agrees, in providing the Services:

a. not to do any act or engage in any practice which, if done or engaged in by the ACARA, would be a breach of the requirements of Division 2 of Part III of the Privacy Act; and

b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in, Item 199, to the extent that they are consistent with the obligations referred to in subclause a above.

6.1.2. The Contractor agrees to notify ACARA immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 6.1.

7. Dealing with Copies

7.1. Interpretation

7.1.1. In clause 7.2:

Copy means any document, device, article or medium in which ACARA Material, Contract Material, or Official Information is embodied.

7.2. Actions at end of contract

7.2.1. The Contractor agrees, on expiration or termination of this contract, to deal with all Copies as directed by ACARA, subject to any requirement of law binding on the Contractor.

8. Confidential Information of Contractor

8.1. Confidential Information not to be disclosed

8.1.1. Subject to clause 8.2, ACARA will not, without the prior written authorisation of the Contractor, disclose any Confidential Information of the Contractor to a third party.

8.2. Exceptions to obligations

8.2.1. The obligations of ACARA under this clause 8 will not be taken to have been breached to the extent that Confidential Information:

a. is disclosed by ACARA to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this contract;
b. is disclosed by ACARA to its internal management Personnel, solely to enable effective management or auditing of contract-related activities;

c. is disclosed by ACARA to the responsible Minister;

d. is disclosed by ACARA in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

e. is shared by ACARA within ACARA’s organisation, or with another agency including SCSEEC, where this serves the ACARA’s legitimate interests;

f. is authorised or required by law to be disclosed; or

g. is in the public domain otherwise than due to a breach of this clause 8.

8.2.2. Where ACARA discloses Confidential Information to another person pursuant to clauses 8.2.1.a - 8.2.1.e, ACARA will notify the receiving person that the information is confidential.

8.2.3. In the circumstances referred to in clauses 8.2.1.a, 8.2.1.b and 8.2.1.e, ACARA agrees not to provide the information unless the receiving person agrees to keep the information confidential.

8.3. **Period of confidentiality**

8.3.1. The obligations under this clause 8 in relation to an item of information described in Item 20 continue for the period set out there in respect of that item.

9. **Liability**

9.1. **Proportionate liability regimes excluded**

9.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Contractor under or in connection with this contract.

9.2. **Indemnity**

9.2.1. The Contractor indemnifies ACARA from and against any:

a. cost or liability incurred by ACARA;

b. loss of or damage to property of ACARA; or

c. loss or expense incurred by ACARA in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by ACARA, arising from either:

d. a breach by the Contractor of this contract;

e. an infringement or alleged infringement of a person's Intellectual Property or Moral Rights as a result of any use by ACARA or a third party of the Contract Material in accordance with this contract; or
f. an act or omission involving fault on the part of the Contractor or its Personnel in connection with this contract.

9.2.2. The Contractor’s liability to indemnify ACARA under clause 9.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of ACARA or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

9.2.3. The right of ACARA to be indemnified under this clause 9.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but ACARA is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

10. Dispute resolution

10.1. Procedure for dispute resolution

10.1.1. A party will not commence arbitration or court proceedings about a dispute, difference, question or claim arising out of this contract (Dispute) unless it has complied with this clause 10.

10.1.2. A party claiming a Dispute has arisen will notify the other party giving details of the Dispute (Notification).

10.1.3. On receipt of a Notification each party agrees to negotiate with the other party in good faith to resolve such a Dispute.

10.1.4. If the Dispute is not resolved under clause 10.1.3 within 5 business days of the Notification, the parties will refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited (ACDC) for resolution in accordance with the Mediation Guidelines of the ACDC and will enter into ACDC’s standard mediation agreement in force at the time this contract is executed by the parties, or such other mediation as is agreed by the parties. The costs of any mediation are to be borne equally between the parties. Each party will bear its own costs of complying with this clause 10.

10.1.5. If the Dispute is not resolved under clause 10.1.4 within 10 days of referral to ACDC, either party may initiate proceedings in a court.

10.2. Continued performance

10.2.1. Despite the existence of a Dispute, the Contractor will (unless requested in writing by ACARA not to do so) continue to perform the Services.

10.3. Exemption

10.3.1. This clause 10 does not apply to:
   a. action by ACARA under or purportedly under clause 11.1;
   b. action by either party under or purportedly under clause 11.2; or
   c. legal proceedings by either party seeking urgent interlocutory relief.
11. **Termination or reduction in scope of Services**

11.1. **Termination or reduction in scope for convenience**

11.1.1. ACARA may by notice, at any time and in its absolute discretion, terminate this contract or reduce the scope of the Services immediately.

11.1.2. The Contractor agrees, on receipt of a notice of termination or reduction:

a. to stop or reduce work as specified in the notice;

b. to take all available steps to minimise loss resulting from that termination or reduction; and

c. to continue work on any part of the Services not affected by the notice.

11.1.3. In the event of termination under clause 11.1.1, ACARA will be liable only:

a. to pay any Instalment relating to Services completed before the effective date of termination;

b. to reimburse any expenses the Contractor unavoidably incurs relating entirely to Services not covered under clause 11.1.3.a;

c. to pay any allowance and meet any costs unavoidably incurred under Item 11 before the effective date of termination; and

d. to provide the facilities and assistance necessarily required under Item 12 before the effective date of termination.

11.1.4. ACARA will not be liable to pay amounts under clause 11.1.3.a and 11.1.3.b which would, added to any fees already paid to the Contractor under this contract, together exceed the fees set out in Item 10.

11.1.5. In the event of a reduction in the scope of the Services under clause 11.1.1, ACARA’s liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.

11.1.6. The Contractor will not be entitled to compensation for loss of prospective profits.

11.2. **Termination or reduction in scope for fault**

11.2.1. If a party fails to satisfy any of its obligations under this contract, then the other party - if it considers that the failure is:

a. *not capable of remedy* - may, by notice, terminate the contract immediately; or

b. *capable of remedy* - may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the contract immediately by giving a second notice.
11.2.2. ACARA may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Contractor:

a. *being a corporation* - comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an order made against it for the purpose of placing it under external administration; or

b. *being an individual* - becomes bankrupt or enters into a scheme of arrangement with creditors.

12. Notices

12.1. Format, addressing and delivery

12.1.1. A notice under this contract is only effective if it is in writing, and dealt with as follows:

a. *if given by the Contractor to ACARA* - addressed to the Project Manager at the address specified in Item 21 or as otherwise notified by ACARA; or

b. *if given by ACARA to the Contractor* - given by the Project Manager (or any superior officer to the Project Manager) and addressed (and marked for attention) as specified in Item 22 or as otherwise notified by the Contractor.

12.1.2. A notice is to be:

a. signed by the person giving the notice and delivered by hand; or

b. signed by the person giving the notice and sent by pre-paid post; or

c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

12.2. When effective

12.2.1. A notice is deemed to be effected:

a. *if delivered by hand* - upon delivery to the relevant address;

b. *if sent by post* - upon delivery to the relevant address;

c. *if transmitted electronically* - upon actual receipt by the addressee.

12.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

13. General provisions

13.1. Occupational health and safety

13.1.1. The Contractor agrees, in carrying out this contract, to comply with:
a. all relevant legislation, codes of practice and national standards relating to occupational health and safety; and

b. all applicable policies and procedures relating to occupational health and safety including those that apply to ACARA’s premises when using those premises.

13.1.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 13.1.1, the Contractor will comply with those policies and procedures that produce the highest level of health and safety.

13.2. Audit and access

13.2.1. The Contractor agrees:

a. to give the Project Manager, or any persons authorised in writing by the Project Manager, access to premises where the Services are being performed or where Official Resources are located; and

b. to permit those persons to inspect and take copies of any Material relevant to the Services.

13.2.2. The rights referred to in clause 13.2.1. are subject to:

a. ACARA providing reasonable prior notice;

b. the reasonable security procedures in place at the premises; and

c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

13.2.3. The Auditor-General and the Privacy Commissioner are persons authorised for the purposes of this clause 13.2.

13.2.4. This clause 13.2 does not detract from the statutory powers of the Auditor-General or the Privacy Commissioner.

Note: For information about the Auditor-General Act 1997 (Cth) see the fact sheet referred to in Item 24.

13.3. Insurance

13.3.1. The Contractor agrees:

a. to effect and maintain the insurance specified in Item 23; and

b. on request, to provide proof of insurance acceptable to ACARA.

13.3.2. This clause 13.3 continues in operation for so long as any obligations remain in connection with the contract. Any professional indemnity insurance coverage must be in effect from the commencement of the contract and maintained for the period two (2) years after the expiry of the contract.

13.4. Extension of provisions to subcontractors and Personnel

13.4.1. In this clause 13.4:
Requirement means an obligation, condition, restriction or prohibition binding on the Contractor under this contract.

13.4.2. The Contractor agrees to ensure that:

a. its subcontractors and Personnel comply with all relevant Requirements; and
b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.

13.4.3. The Contractor agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by ACARA.

13.5. Conflict of interest

13.5.1. In this clause 13.5:

Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its Personnel or subcontractors which may or may appear to impair the ability of the Contractor to provide the Services to ACARA diligently and independently.

13.5.2. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in the performance of the Services.

13.5.3. If, during the period of this contract a Conflict arises, or appears likely to arise, the Contractor agrees:

a. to notify ACARA immediately;

b. to make full disclosure of all relevant information relating to the Conflict; and

c. to take any steps ACARA reasonably requires to resolve or otherwise deal with the Conflict.

13.6. Relationship of parties

13.6.1. The Contractor is not by virtue of this contract an officer, employee, partner or agent of ACARA, nor does the Contractor have any power or authority to bind or represent ACARA.

13.6.2. The Contractor agrees:

a. not to misrepresent its relationship with ACARA; and

b. not to engage in any misleading or deceptive conduct in relation to the Services.
13.7. **Waiver**

13.7.1. A failure or delay by a party to exercise any right or remedy it holds under this contract or at law does not operate as a waiver of that right.

13.7.2. A single or partial exercise by a party of any right or remedy it holds under this contract or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

13.8. **Variation**

13.8.1. A variation of this contract is binding only if agreed in writing and signed by the parties.

13.9. **Assignment**

13.9.1. The Contractor cannot assign its obligations, and agrees not to assign its rights, under this contract without ACARA’s prior written approval.

13.9.2. If the administrative arrangements regarding ACARA are altered such that the program the object of this contract is transferred to another government entity, ACARA may assign its rights under this contract to that entity subject to that entity assuming ACARA’s obligations under this contract. The Contractor shall have no objection to any such assignment or assumption.

13.10. **Survival**

13.10.1. Unless the contrary intention appears, the expiry or earlier termination of this contract will not affect the continued operation of any provision relating to:

   a. licensing of Intellectual Property;
   b. confidentiality;
   c. security;
   d. privacy;
   e. dealing with copies;
   f. books and records;
   g. audit and access;
   h. an indemnity;

or any other provision which expressly or by implication from its nature is intended to continue.

13.11. **Compliance with Legislation**

13.11.1. In this clause 13.11:

   **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
13.11.2. The Contractor agrees to comply with any Legislation applicable to its performance of this contract.

13.11.3. The Contractor acknowledges that its attention has been drawn to the fact sheet referred to in Item 24 which provides details of some Legislation that may be applicable to the performance of the contract.

13.12. **Applicable law**

13.12.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified in Item 25.

13.12.2. The parties submit to the jurisdiction of the courts of that State or Territory.

13.13. **Access to documents**

In this clause 13.13, ‘document’ and ‘Commonwealth contract’ have the same meaning as in the *Freedom of Information Act 1982* (Cth).

13.14. The Contractor acknowledges that this agreement is a Commonwealth contract.

13.15. Where ACARA has received a request for access to a document created by, or in the possession of, the Contractor or any subcontractor that relates to the performance of this contract (and not to the entry into the contract), ACARA may at any time by written notice require the Contractor to provide the document to ACARA and the Contractor must, at no additional cost to ACARA, promptly comply with the notice.

13.16. The Contractor must include in any subcontract relating to the performance of this contract provisions that will enable the Contractor to comply with its obligations under this clause 13.13.
THE SCHEDULE - CONTRACT DETAILS

1. Proposal

^To be completed following selection of the preferred Tenderer^

2. Services

(see clause 2.1.1.a)

2.1. Introduction

The Australian Curriculum, Assessment and Reporting Authority (ACARA) is responsible for the development of rigorous, world-class Australian curriculum from Foundation to Year 12.

To complement the development of an Australian curriculum, ACARA is also responsible for developing and administering a national assessment program aligned to the national curriculum that measures students’ progress, and the provision of information, resources, support and guidance to the teaching profession.

ACARA reports to, and is directed by, the Ministerial Council, currently known as the Standing Council on School Education and Early Childhood (SCSEEC)\(^1\).

ACARA has overall responsibility for implementing the National Assessment Program (NAP) approved by SCSEEC in the Measurement Framework for Schooling in Australia (current published Measurement Framework, 2010).


The Declaration promotes world-class curriculum and assessment across a suite of learning areas including science literacy.

2.2. Background

2.2.1 NAP Online - Sample Assessments

The NAP sample assessments test students’ skills and understanding in science literacy, civics and citizenship and information and communication

\(^1\) SCSEEC was previously known as the Ministerial Council for Education, Early Childhood Development and Youth Affairs (MCECDYA) and, prior to that, the Ministerial Council on Education, Employment, Training and Youth Affairs (MCEETYA).
technologies (ICT) literacy. Only selected groups of students participate in the sample assessments, which are held on a rolling three-yearly basis.

For the 2015 NAP – Science Literacy assessment, Ministers have agreed that the assessment will be delivered online. The program will be delivered by ACARA in partnership with Educational Services Australia (ESA) with each responsible for interrelated aspects. ACARA is responsible for delivering the assessment and reporting services, including research into the online delivery of assessment programs. ESA is responsible for the delivery of the technical services for the National Online Assessment Capability (NOAC).

The first national sample assessment of Year 6 students in science literacy occurred in 2003 with successive assessments conducted in 2006, 2009 and 2012. The fifth assessment cycle will be conducted in 2015 online using NOAC. To support the transition from paper-based testing to online testing, ACARA has conducted a comprehensive research program in order to measure the mode effect.

The approved measure of Science Literacy is published in the *Measurement Framework for Schooling in Australia*. There is one key performance measure for Science Literacy:

‘The proportion of students (as a percentage) achieving at or above the proficient standard in Science Literacy: Year 6 – Level 3.2

Information about the NAP sample assessment in Science Literacy may be found on ACARA’s NAP website:


Previous NAP – Science Literacy Public and Technical Reports are available at:

http://www.nap.edu.au/Test_Results/National_reports/index.html

2.2.2 Assessment framework for Science Literacy

In March 2000, MCEETYA (now SCSEEC) decided that the measure for performance in secondary school science for national reporting purposes should be derived from the information obtained through Australia’s participation in the Organisation for Economic Cooperation and Development’s (OECD) Programme for International Student Assessment (PISA).

The OECD has defined scientific literacy as:

‘The capacity to use scientific knowledge to identify questions (investigate) and to draw evidence-based conclusions in order to understand and help make decisions about the natural world and the changes made to it through human activity.’

This definition has been adopted for the NAP Science Literacy assessment in accord with the Ball, Rae and Tognolini Report recommendation (2000).
An assessment domain and progress map for the NAP Science Literacy project have been developed and revised over subsequent cycles. The domain outlines the development of scientific literacy across three strands:

Strand A: Formulating or identifying investigable questions and hypotheses, planning investigations and collecting evidence.

Strand B: Interpreting evidence and drawing conclusions, critiquing the trustworthiness of evidence and claims made by others, and communicating findings.

Strand C: Using science understandings for describing and explaining natural phenomena, interpreting reports and making decisions.


With the implementation of the Australian Curriculum: Science and the General Capabilities, a new assessment framework is required. The new framework will take into account previous revisions of the domain and progress map and will accommodate additional requirements of the new curriculum and the General Capabilities.

Information relating to the new curriculum and the General Capabilities is available at: http://www.australiancurriculum.edu.au/

2.2.3 Links to international assessments

The Council of Australian Governments (COAG) has agreed that performance in international testing would be used to measure progress towards the agreed outcome that, “Australian students excel by international standards”. Australia currently participates in a range of international student assessments including PISA and Trends in International Mathematics and Science Study (TIMSS).

2.3 Purpose

The purpose of this project is to implement the fifth cycle of the NAP – Science Literacy sample assessment project. The assessment will be delivered online and will entail a close working relationship with the developers of NOAC which will be procured by Educational Services Australia.

2.4 Scope of project

ACARA requires the Contractor to:

- develop revised assessment framework;
- revise Proficiency Level Descriptions based on 2015 empirical evidence;
- review the existing equating design;
• develop a national sampling frame;
• design and develop a range of science literacy items (questions) compliant with the IMS Question and Test Interoperability (QTI) v2.1 specification compliant;
• design and develop a range of practice items that reflect the full range of item types;
• design and develop a range of items for the Technical Readiness Test (TRT)
• render items directly into the item authoring system;
• develop the field trial and main study test designs;
• develop assessment instruments including testlets and practical tasks;
• revise student survey;
• liaise with jurisdictions, sectors and schools for tracking school and student participation and the conduct of the testing;
• review and revise TRT, field trial and main study test administration procedures;
• provide a ‘1800’ telephone and email help desk for schools to clarify administration procedures;
• secure individual student background data;
• administer Technical Readiness Test (TRT) with schools prior to each assessment event;
• trial draft assessment instruments to assess the practicality of instruments in March 2015;
• provide item analysis post-trial;
• produce the final test forms and student survey;
• administer the main study in October 2015;
• mark and analyse student performance data;
• review and revise the format for reporting summary test information to schools;
• equate results to previous paper-based assessment cycles in consult with ACARA’s psychometricians;
• provide a public report on the national achievement of Australian students;
• provide a fully documented database and technical report;
• provide school release materials that enable teachers to administer a subset of the tests under similar conditions;
provide summary information highlighting key findings to stakeholders to assist with ministerial briefings and media releases;

- implement strategies to manage Intellectual Property effectively;
- consult regularly with the ACARA Project Manager on contractual, financial, project management and measurement issues;
- submit monthly written reports;
- conduct a half-day project close-out meeting for key members of ACARA’s project team;
- provide electronic copies of all materials to ACARA; and
- provide a comprehensive project plan.

2.5 Project Management

The NAP – Science Literacy online sample assessment project is a joint endeavour between ACARA, the states and territories and the Commonwealth of Australia. ACARA has primary responsibility for the project including all aspects of financial and contract management and in relation to policy decisions.

Role of the Project Manager

ACARA’s Project Manager will monitor the implementation of the project on a day-to-day basis. The Contractor will liaise with the Project Manager and other officers of ACARA, as necessary to facilitate the successful implementation and completion of the project.

On behalf of ACARA, the Project Manager will:

- seek advice on, and resolve policy related issues that arise through the course of the project;
- advise on the appropriateness of the procedures and methodologies proposed by the Contractor;
- work to resolve issues that arise throughout the project in consultation with the Contractor;
- provide the communication link between State and Territory Liaison Officers and the Contractor on all aspects of the assessment; and
- negotiate and approve any additional work or variation to the agreed schedule.

Role of the NAP – SL Working Group

A working group will be established to provide advice to ACARA and the Contractor on the quality of material developed by the Contractor. Its membership will comprise jurisdictional curriculum and measurement specialists.

Role of the NAP – SL Advisory Group
The membership of the Advisory Group will be drawn from the Working Group in order to advise ACARA and the Contractor on specialist areas such as the review of the assessment framework.

**State and Territory Liaison Officers**

States, territories and the Australian Government (including, where appropriate, non-government schooling sectors) have Liaison Officers for all national assessments. The State and Territory Liaison Officers will be the contact for the Test Administration Contractor through the ACARA Project Manager on issues related to the finalisation of the sample, the participation of schools and students, the conduct of the assessment in their jurisdiction, and communication with sample schools.

The Liaison Officers play a vital role in ensuring that the testing is completed in accordance with the agreed design specifications.

**Role of the Contractor**

The Contractor will be responsible for implementing the project objectives. The Contractor is expected to work in close collaboration with ACARA’s Project Manager at all stages of the project to ensure that:

- the procedures and methodologies are consistent with the technical standards for national sample assessments;
- ACARA’s assessment protocols, project deliverables and timelines are met.

The Contractor’s project director will report to ACARA’s Project Manager on the basis agreed between ACARA and the Contractor in the project plan.

**Progress reports**

Throughout the project, the Contractor will ensure that regular consultation is maintained with ACARA regarding contractual and financial aspects and the day-to-day management of the project and measurement issues. A monthly report is to be submitted to the ACARA Project Manager outlining progress on the key deliverables in the project plan, issues that have arisen and tasks planned for the following month.

The Contractor is to outline their project management methodologies including but not limited to a detailed timeline for the deliverables and major deadlines, issues and risks log, a decisions register and their method for communicating regularly with the Project Manager in their response.

**Project plan**

The Contractor will, in consultation with ACARA, finalise the project plan submitted as a draft as part of its quote. The final project plan must be approved by ACARA.

**Consultation/Communication plan**

The Contractor will, in consultation with ACARA, develop a communication plan which will include regular discussions via teleconference/videoconference and email on the progress of the project in relation to the project plan and key deliverables.
The Contractor’s proposed communication plan will also include consultation/communication arrangements with ACARA and the advisory/working groups in the project, setting out key consultation and approval/decision points.

**Resources**

It is expected that resources such as travel, office facilities, equipment and staff required for the completion of the contract will be provided by the Contractor and included as part of the price.

**Meetings**

The Contractor will be required to conduct two face-to-face meetings with the Science Literacy Working Group. These meetings will be organised by ACARA and held in the ACARA Sydney office. The meetings will provide a forum for State and Territory representatives to review the draft assessment materials developed for the 2015 national assessment. In addition, ACARA will coordinate an item paneling session prior to the selection of the assessment materials for the 2015 assessment. The Contractor will only be responsible for the costs associated with their attendance at these meetings.

**Project Close-out Meeting**

The Contractor will conduct a half-day project close-out meeting for key members of ACARA’s project team as soon as the public report from the 2015 assessment has been released by ACARA. The presentation will address all key aspects of the project as outlined below.

1. Review of key stages of the NAP-SL project including:
   - Assessment framework and test specifications
   - Sampling and equating
   - Item development, copyright, item review
   - Test support materials
   - Assessment – trial/main sample & student survey
   - Marking
   - Data capture/analysis
   - National Quality Monitor Observation schedule findings – feedback
   - Reporting to schools
   - Public and technical reporting
   - School release materials
2. Communication – Approval/decision making points
3. Timeline – key project dates
4. Overall project evaluation
Out-of-scope (for this contract):

All technology services in relation to NOAC including:

- item authoring, review and management system (items, tests, item banks and test banks);
- student assessment registrations system;
- assessment delivery system (interoperable solution integrating with school, jurisdiction and testing authorities);
- assessment marking system (human and automated); and
- assessment reporting system (results and psychometrics).

2.6 Project Details

2.6.1 Assessment framework

The Contractor will be required to conduct the following:

- develop an assessment framework which takes into account the recently revised NAP – SL assessment domain and progress map as foundation documents and identifies how science literacy can be assessed against the new Australian Curriculum: Science achievement standards and the general capabilities;
- reconsider curriculum content that is perennially difficult to measure using traditional paper and pencil assessments;
- provide a report with advice on the proposed development work for ACARA’s approval;
- produce draft assessment frameworks for review by jurisdictions and other stakeholders;
- review feedback and implement changes as required; and
- provide a final assessment framework for subsequent publication on ACARA’s NAP website.

2.6.2 Equating Design

The Contractor will need to work closely with ACARA’s data analysis team, to determine the impact of the mode effect as a result of the transition to online assessment. The common item methodology is expected to be used in the equating design if the proficiency of students in the 2015 assessment cycle is to be compared to the previous NAP – SL cycles.

The equating design is to be documented and include implications for:

- item development for future online assessments;
- the retention of and validity of secure items for equating; and
• the release of items for school use following each cycle of assessment.

The previous cycle assessment materials used in 2012 and a selection of the new items from 2012 must be utilised in equating the instruments. These materials will be provided by ACARA to the Contractor.

2.6.3 Sample of schools

The Contractor will develop a sampling frame, which includes a definition of the target population and exclusion criteria. It is anticipated that the sampling frame will be based on the previous design used for the national sample assessment for science literacy in 2012, and will give consideration to the impact of the sample testing on schools and on smaller jurisdictions such as the ACT and Northern Territory.

ACARA will consult with State and Territory Liaison Officers on behalf of the Contractor in drawing and securing the sample. The Contractor is responsible for developing and applying quality control procedures. The Contractor will make provisions for ACARA to monitor the implementation of these measures. The Contractor will be required to apply the standards used in 2012 with regard to:

• school response rates;
• procedures for identifying replacement schools and students, in the event of non-responses, that each jurisdiction and sector must meet;
• consultation with State and Territory Liaison Officers to establish whether exclusions will be required due to involvement in NAP and other assessment programs;
• providing evidence that the final sample is representative of the subgroups to be reported as well as of government, Catholic and independent schools and students;
• notifying ACARA, State and Territory Liaison Officers and schools of the final sample;
• calculating sampling weights for the sample, incorporating school selection probabilities, student selection probabilities within schools, and school and student non-response adjustments;
• providing summary statistics regarding the quality of the data, such as school and student response rates, absentee and exclusion rates; and
• providing documentation of significant deviations from the sampling procedures that have the potential to cause significant bias in the results.

2.6.4 Development of Assessment Instruments

The Contractor will develop the assessment instrument to measure the wide range of student science literacy performance anticipated at Year 6 in Australian schools. There should be sufficient assessment items for up to two hours of testing for each student. Approximately 150 items will be required for
the trial of the objective assessment items. Four practical tasks comprising approximately 12 items per task will also be required for trial.

The ownership of all successfully trialed items, including those omitted in the construction of the final test forms for 2015 NAP-SL will be transferred to ACARA. Similarly, a number of viable items are available from previous cycles and these would need to be reviewed for suitability in light of new item development and online transferability. These will be made available to the successful Contractor. A contract variation indicating reduced costs may be required once item development is complete if previously developed viable items are used.

The distribution of items across the assessment domain of Scientific Literacy should be informed by the new assessment framework and the previous distribution (across strands and major concept areas) which is documented in the 2012 NAP-SL Public and Technical Reports and are available at: http://www.nap.edu.au/Test_Results/National_reports/index.html

In line with previous cycles, the assessment will be developed using the Balanced Incomplete Booklet (BIB) design. The practical task will be developed as a separate component. Due consideration must be given to the new online environment. The Contractor is encouraged to consider the implications of transitioning the practical task, previously completed by students in groups of three, to the online mode of delivery.

**All items, both objective and practical, must be developed to QTI v2.1 specification and authored directly into the NOAC item authoring system.**

Guidelines pertaining to the QTI v2.1 specification are available at:

http://www.imsglobal.org/question/qtiv2p1/imsqti_implv2p1.html

The QTI Implementation Guide contains examples of QTI v2.1 items and some are illustrated by screen shots. Image, audio and video files can be accommodated. While the *rendering* of QTI compatible items as depicted in the Guidelines should not be considered prescriptive, the range of item interactions/types should be noted to inform the scope of item development.

The Contractor will be required to develop associated descriptors and marking keys for the test items and provide information about the coverage of the assessment domain and reporting scale. All item meta-data, including rubrics, prompts, marking information and assets, will be required to be entered into the item authoring and management system and, together with the items themselves, will become the property of ACARA. The item authoring system will support the creation of items and all elements of the business process relating
to editing, review and approval on the precondition that the assessment framework has been created.

The NOAC system will also adhere to technical interoperability standards for accessibility and accommodations.

The Contractor will accept feedback from ACARA’s Science Literacy Working Group on the draft assessment materials at key points during the development phase.

The reviews will be conducted online and face to face at key stages during the term of the project. Item developers are expected to be responsive to advice provided by jurisdictional stakeholders.

2.6.5 Student Survey

The Student Survey involves the collection of information on students’ attitudes to science and participation in science related activities. The survey was implemented for the first time as part of the 2009 NAP – Science Literacy assessment and revised in 2012.

The Contractor will review the 2012 survey instrument to ensure that all items are remain relevant and administer to students concurrently with the 2015 assessment.

All survey items must be compliant with the QTI v2.1 specification and authored directly into the NOAC item authoring system.

The Contractor will trial the survey online and inform ACARA of its suitability for use in the 2015 national assessment.

2.6.6 Administration Procedures

The Contractor will be responsible for coordinating and conducting all phases of testing and related aspects of quality control, including the review of School Coordinator’s procedures, refining Test Administration procedures and the familiarisation and coordination of School Coordinators and Test Administrators with those procedures. These materials and procedures are to be based on the procedures developed for the previous cycle with due consideration given to the new online mode of delivery.

 Coordinator and Test Administrator Manuals and student participation forms will be required to be provided to schools via email or via the Contractor’s designated web portal. Printed materials are not required.

The following should be noted:

• ACARA and State and Territory Liaison Officers will assist the Contractor to secure the participation of schools and students drawn in the national sample.

• The Contractor will send all information relating to manuals, data collection forms and any other materials required for the administration of the tests to
ACARA for sign off, and once approved, directly to principals of schools or school contacts through the principal via email or designated web portal.

Preparation of School Coordinator’s Manual

An important element of the project is for the Contractor to develop a clear and comprehensive test administration plan that can be implemented without unacceptable deviations in all States and Territories to maximise consistency. The purpose of this plan is to ensure that comparable data are collected from all sample schools. The manual must describe the requirements regarding participation of individual schools and students agreed by ACARA and the possible consequences if jurisdictions and schools do not reach these participation levels.

The revised manual should be based on the School Coordinator’s Manual used for the 2012 cycle.

Preparation of Test Administrator’s Manual

It is essential that all schools follow the same testing procedures. Variations in the administration procedures of the test can have significant consequences in a study where comparative results are reported. One mechanism for ensuring that standardised testing procedures are followed is the provision of a comprehensive test administrator’s manual. While the field trial may be administered by the Contractor’s trained invigilators in a selection of schools only, the field trial and the main study will be administered by the classroom teacher or the School Contact Officer or another designated school staff member. The Contractor must review and revise as necessary the Test Administrator’s manual used in the 2012 science literacy assessment and adapt it accordingly for the 2015 online assessment.

The Test Administrator’s manual should cover the following tasks:

- record keeping of student participation. This involves recording any deviations from the online student participation form, in particular, details of any student absences;
- giving instructions to students. At the start of the test, clear and uniform instructions must be given to students with regard to the strategies in answering the questions and the context of the study;
- supervising the students – it is important that test administrators adopt standard behaviours in common situations that can occur during the testing session; and
- monitoring the time allocation – it is important that the times allocated for the tests are adhered to. While the NOAC test delivery system will incorporate this functionality, the capacity to over-ride or add time will also be available for acceptable scenarios.

Test Administrators
The Contractor may employ suitably qualified Test Administrators for a selection of Field Trial schools only as a quality control measure, however in most cases Test Administrators will be the students’ regular classroom teacher. It is possible that schools may choose the same person to act as both School Coordinator and Test Administrator.

The Contractor will be responsible for:

- ensuring that Test Administrators are fully prepared for their role and have access to email and phone help desk advice needed to resolve issues that may arise during their preparation and the conduct of testing;

- ensuring that Test Administrators employed by the Contractor in each State/Territory have the necessary clearances to work in schools with children and be able to verify that the clearances have been obtained; and

- providing an ‘1800’ telephone service and email address for schools to inquire about and resolve test administration issues.

- ESA will provide a second-level help desk to assist the Contractor with help-desk issues that are of a more complex and technical nature.

2.6.7 Field trial

The Contractor will trial all proposed items in a convenience sample of schools (approximately 50) in March 2015 including trialing the marking methods to be used in the main study. The NOAC system will auto mark and enable suitably qualified markers to mark short and extended response items and practical tasks online. The system shall provide the ability for markers to record marks and comments and access any necessary information to mark responses including rubrics. The system will also allow a marker/assessor to override the assessment criteria for any item where this has been automatically applied.

The system will export the data for the Contractor in order to conduct the data analysis. All items deemed successful or unsuccessful at trial should be identified as such within the item authoring and management system.

The Contractor will analyse the data from the trial and provide trial schools with feedback on student performance in a report format similar to those used in previous national assessments in science (see 2012 NAP – Science Literacy Technical Report, Appendix 2).

Previous online assessment contractors have provided schools with access to their school summary reports via an online reporting system. However, it is yet to be confirmed whether or not the NOAC test delivery system will be able to offer this form of reporting. A contract variation may be required at the point at which this aspect of NOAC’s development is confirmed.

2.6.8 Final test forms

The final test forms will be informed by the trial results.
The final testing for individual students should take no longer than two hours, including reading time and covering both the objective items test, the practical task and the survey. Two alternate online practical tasks will be included in the main study final online assessment; students will do one of the two practical tasks.

It is anticipated that a subset of assessment materials will remain secure and be used for future equating. The use of secure materials will be informed by the equating design. These items are to be identified by the Contractor and tagged in NOAC for future use.

A set of school release materials not including any secure equating link items, will be made available to schools post assessment via the NOAC test delivery system under the same conditions as the sample tests and will enable teachers to compare students’ performances to the national standards. These items are to be identified by the Contractor and tagged in the system for subsequent release.

2.6.9 School Monitoring – main study

The Contractor must arrange a program of school visits to ensure the valid implementation of the science literacy test. The main aim of the school visits is to ensure that the data collected in different jurisdictions are comparable. It is anticipated that a sample of approximately five per cent of the schools participating in the testing will be visited during the assessment period.

The Contractor will be responsible for:

- identifying, employing and training suitably qualified persons for the task of school monitoring, and
- revising the Observation Schedule from the 2012 national sample assessment. This will be available to the successful Contractor upon request.

The data collected from the program of school monitoring will be collated into the technical report on the standards achieved by the testing program. A summary of the previous cycle’s findings is available in the 2012 NAP – SL Technical Report.

2.6.10 Marking operation

The Contractor will develop and carry out procedures and related aspects of quality control, including the development of scoring procedures and the training of markers in those procedures. The Contractor will review scoring rubrics developed during the development and trialing in light of the student responses collected during the sample testing and, if necessary, modify the rubrics. The Contractor will be trained in the use of the NOAC marking system by ESA. The Contractor will in turn train the markers. In addition, the Contractor will analyse the data from the assessment material, student background questionnaires, student participation forms and school monitoring forms.
The Contractor will develop procedures to ensure that a high degree of accuracy and reliability is achieved during the marking and coding of student tests. The Contractor will provide appropriate quality control statistics attesting to this aspect in the technical report.

To maximise consistency and reliability in the marking of open-ended questions, at least 5 per cent of test booklets from the 2012 tests are to be re-marked.

2.6.11 Analysis of Student Data

The Contractor will be responsible for conducting a Rasch Model Analysis of student responses. The Contractor will document the methodology that was used to construct the scale for 2015 and if possible, to equate the student performance to the established NAP-SL measurement scale notwithstanding issues relating to the new assessment framework and the online mode of delivery.

Technical standards for the national sample assessments are to be applied to the analyses of the 2015 NAP – SL assessment.

Refer to the 2012 NAP-SL Technical Report for further details of this requirement.

Specifications of data analysis is to include:

- Rasch Model statistics to include item-person maps, item difficulty estimates, item fit estimates, Item Characteristic Curves including distracter curves where applicable, and Differential Item Functioning analysis including relevant Item Characteristic Curves; and

- Classical Test Theory statistics including item facility (percentage correct), point biserial correlation coefficient, omits rate and relevant distractor analysis for multiple choice format items.

2.6.12 Student Background Information Collection

MCEECDYA (now known as SCSEEC) previously endorsed definitions for student background characteristics and a strategy for the collection of these data to enable nationally comparable reporting of students’ outcomes against the Melbourne Declaration. The strategy is for student background information to be collected by schools at the time of student school enrolment. Student background information required for monitoring and reporting student achievement is to be provided electronically.

ACARA requires the collection of student background information from schools individually or where possible from central agencies acting on behalf of schools. The Contractor is to use an electronic format for the collection of background information from sample schools. The Contractor will provide telephone and email help desks for a period of not less than four weeks during the student background data collection period. Manuals for administrators and sectors, describing the method to be used and the acceptable data formats need to be provided to guide school users to collate and present the student background information.
The Contractor must ensure that individual student background information provided by sectors, States and Territories is accurately entered into the NOAC system and correctly matched with individual student test results and survey responses.

2.6.13 School Summary reporting

ACARA intends to provide schools and students participating in the sample assessment with information about their performance on the tests. For the schools and students this information will need to be returned before the completion of the 2012 school year. The Contractor will revise the format for reporting summary test information to schools and students used in the 2012 assessment, and provide these reports to schools prior to the completion of the 2015 school year. Again, it is yet to be confirmed whether or not the NOAC system will provide schools with access to their summary reports. A contract variation may be required at the point at which this aspect of NOAC’s development is confirmed.

2.6.14 Equating analysis

The Contractor will be responsible for equating students’ responses in consultation with ACARA’s psychometricians. The Contractor will provide ACARA with information about the quality of the items used to link to previous NAP – SL assessments.

The equating must determine whether the proficiency levels and the national standard for Year 6 science literacy, llas established in previous NAP-SL cycles, is able to be maintained.

Five levels of proficiency were established and described for reporting students’ scientific literacy from the previous assessments. The Contractor must revise item descriptions and proficiency reporting level descriptions using additional empirical evidence from the 2015 assessments.

2.6.15 Public Report on Students’ Science Literacy Proficiency

The Contractor will prepare a report describing students’ science literacy performance together with longitudinal trends in consultation with ACARA’s psychometricians. The information will be presented using:

- descriptive statistics (e.g. means, standard deviations, ranges to show the full spread of student proficiency, multiple comparisons, variances, standard errors);
- if possible, the established proficiency levels and national standard for Year 6 science literacy; and
- correlation, regression, multilevel analyses etc. to show the relationships between proficiency and students’ background characteristics.
The Contractor will revise the format of the public report and plan to adapt the existing pdf format of the report to an online presentation of the textual and tabular aspects of the report on ACARA’s website. Enhancements and new sections such as those describing the impact of the mode effect and changes over time will need to be developed in consultation with ACARA.

ACARA will provide advice on progressive drafts of the online public report that will inform further development and finalisation of the report by the Contractor.

ACARA will provide advice on the final draft report and its online format. On endorsement of the content and format of the report by ACARA, the Contractor will provide the required material for publication on ACARA’s website.

**Technical Report**

The Contractor will prepare a comprehensive technical report that documents the procedures and decisions that have been applied during the calibration of the science literacy scales and the preparation of the public report. The technical report will be critical to ensuring that contractors conducting and equating future rounds of national science literacy assessments can replicate the analyses and statistics. Additionally, decisions with regard to the construction of the scale for 2015 that may have implications for scaling and equating in 2018 are to be documented. The technical report must include:

- a description of marking procedures, automated and manual marking processes, marker training procedures, quality assurance procedures, and relevant quality assurance statistics produced during the marking process;
- quality assurance procedures used to check all data;
- data coding rules, including the treatment of missing data and rules for counting and categorising student groups;
- sampling weights;
- replication procedures;
- summary statistics, sampling errors and equating errors;
- item and student statistics including the treatment of items and persons with poor fit statistics;
- scaling and standards setting procedures;
- equating procedures and decisions regarding the fit of common items and persons;
- implications for scaling and equating the 2018 science literacy test; and
- a summary of the technical standards achieved during the testing.

**2.6.16 School Release Materials**

The Contractor is expected to construct School Release Materials as a single test available for schools post-assessment that does not compromise the national comparison of performance over time. Such a test is expected to
comprise items from the 2015 assessment and items contained within previous School Release Materials and will be made available to schools via the NOAC test delivery system. This should include the following materials for school use:

- background information regarding the science literacy assessment project;
- test administration manual;
- instructions for marking and comparing student results to the proficiency levels and the national standard;
- relevant caveats regarding the use of the assessment materials; and
- advice regarding assistance that may be available for teachers who use the materials.

2.6.17 Documentation on assessment process and findings from the 2015 assessment

The Contractor will provide a one page fact sheet, an FAQ and key findings in the form of a briefing for key members of the project team, State and Territory representatives and other interested stakeholders. The content of these briefings will assist state/territory liaison officers with ministerial briefings and encourage the dissemination of findings to a broader jurisdictional audience. These documents must be made available to ACARA once the jurisdictional review has been completed.

2.6.18 Intellectual Property Management

Preferably, all items developed for the 2015 NAP – SL cycle will not include third-party intellectual property. In the event that this is unavoidable and with ACARA’s approval to proceed with permissions, the Contractor is to:

- obtain unlimited permission for ACARA to use Third Party Copyright material in the 2015 assessments, for the school release materials, future equating requirements in subsequent years, and use in future National Assessment Program test if required; properly manage Intellectual Property including maintaining accurate records of all Existing Material and/or Third Party Material incorporated into Contract Material;
- obtain all licences required to ensure Intellectual Property and Moral Rights are not infringed by use of the Contract Material by ACARA or any party authorised to use the Contract Material; and
- maintain accurate records of all licences obtained from authors of original Material developed under the contract or from third parties including any fees paid and the extent of the rights granted under such licences (see clause 4.3).

2.6.19 Fully documented database and school reports

The Contractor will also prepare a fully documented electronic database of the student data and the main statistics used in the construction of the public report.
The database is expected to be used to equate student performances over time and by researchers undertaking approved investigations.

Along with the database, the Contractor is to supply ACARA with electronic copies of all school reports.

2.7 Materials to ACARA
At each completion phase of the deliverables outlined above, the Contractor must provide:

- Project plan;
- Communication plan (as component of the Project Plan);
- Risk management plan (as component of the Project Plan);
- Quality assurance plan (as component of the Project Plan);
- 2015 NAP – SL Assessment Framework;
- 2015 NAP – SL Equating design;
- Sampling frame and report;
- Test design and specifications;
- Assessment items and testlets for field trial;
- Assessment items and testlets for main study;
- revised and updated student survey;
- practice materials for the field trial and main study;
- practice materials and administration documentation for the TRT;
- Revised administration and school contact manuals;
- Marking operation report (to be included in the Technical Report);
- Fully documented database;
- Public and Technical Reports; and
- School Release Materials.

2.8 Communication and Evaluation
The Contractor must communicate regularly with ACARA regarding the status and details of the project and provide written status reports on request.

The Contractor selected to deliver any items above will be required to provide ACARA with a project evaluation/summary report detailing successful components of the project delivery, any obstacles encountered throughout the development and delivery phase of the project and any areas requiring improvement in the future. At any time throughout the project coordination, development/production, implementation and delivery phase, ACARA may
make a request for a project status update, either in a formal format or otherwise (e.g. verbal).

3. **Required Contract Material**  
(see clause 2.1.1.b)  
The Contractor will be required to:

3.1. **The following list of Materials is to be developed by the Contractor under the Contract in which ACARA would retain intellectual property (inclusive of all items listed under 2.7):**

All items developed by the Contractor remain the property of ACARA whether items have been used at trial or main study or as part of the School Release Materials or discarded due to unacceptable psychometric properties;

All support materials developed to assist schools and test administrators with the administration of the assessment;

All data analyses conducted post trial and main study; and

All student item responses.

3.2. **Secure deletion of data**

The Contractor is required to hand over all electronic data files at the conclusion of the project prior to the final milestone payment.

4. **Policies, Standards and Guidelines**  
(see clause 2.1.1.c)  
The Commonwealth Style Manual, AGPS, Canberra (latest edition);
Australian Standards for Document Management (AS ISO 15489);
Commonwealth Fraud Control Guidelines - April 2011
Data Standards Manual Student Background Characteristics (ACARA, 2012)

5. **Commencement and Time-frame**  
(see clause 2.1.1.d)  
Commencement Date: ^insert date^  

**Note to Tenderers:** The timeframe will be confirmed during contract negotiations, and the final timeframe will be included in the Contract. Tenderers should use the following information as the basis for preparing their Tenders. Although ACARA is prepared to discuss changes to the proposed timeframe, it reserves the right not to alter the proposed timeframe.

**Time-frame:**

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>End</th>
</tr>
</thead>
</table>

Draft contract in relation to the Provision of Services for 2015 NAP Sample online – Science Literacy  
Page 39
<table>
<thead>
<tr>
<th>Project Initiation</th>
<th>17/03/2014</th>
<th>28/03/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>The following will be finalised during this period:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Project Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Communication Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Risk Management Strategy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Quality Assurance Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meet with technology partner (ESA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment Framework</td>
<td>17/03/2014</td>
<td>02/05/2014</td>
</tr>
<tr>
<td>Design Equating</td>
<td>02/05/2014</td>
<td>02/06/2014</td>
</tr>
<tr>
<td>- Equating design reviewed and documented</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draw Sample</td>
<td>01/07/2014</td>
<td>31/07/2014</td>
</tr>
<tr>
<td>- Select trial schools</td>
<td>01/07/2014</td>
<td>11/07/2014</td>
</tr>
<tr>
<td>- List of selected trial schools sent to State/Territory Liaison Officers for review</td>
<td>16/07/2014</td>
<td>25/07/2014</td>
</tr>
<tr>
<td>- Initial contact with trial schools</td>
<td>1/08/2014</td>
<td>1/08/2014</td>
</tr>
<tr>
<td>Item Development - Practical Items</td>
<td>05/05/2014</td>
<td>31/07/2014</td>
</tr>
<tr>
<td>Item Development - Objective Items</td>
<td>05/05/2014</td>
<td>30/08/2014</td>
</tr>
<tr>
<td>Student Survey</td>
<td>07/04/2014</td>
<td>27/06/2014</td>
</tr>
<tr>
<td>Online Item Review</td>
<td>01/09/2014</td>
<td>15/10/2014</td>
</tr>
<tr>
<td>Practical Task Pilot</td>
<td>18/07/2014</td>
<td>22/07/2014</td>
</tr>
<tr>
<td>Trial Preparation</td>
<td>21/01/2015</td>
<td>27/03/2015</td>
</tr>
<tr>
<td>Trial - Assessment</td>
<td>16/03/2015</td>
<td>27/03/2015</td>
</tr>
<tr>
<td>NSW, QLD &amp; Vic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trial - Marking operation</td>
<td>02/03/2015</td>
<td>24/04/2015</td>
</tr>
<tr>
<td>Data Analysis</td>
<td>01/04/2015</td>
<td>01/05/2015</td>
</tr>
<tr>
<td>Reporting to Schools &amp; ACARA</td>
<td>25/05/2015</td>
<td>29/05/2015</td>
</tr>
<tr>
<td>Sample Revision &amp; Framework methodology approved by ACARA - Main study schools confirmed</td>
<td>16/02/2015</td>
<td>27/02/2015</td>
</tr>
<tr>
<td>Provision of items and psychometric data for ACARA &amp; NAP-SL Working Group review</td>
<td>01/06/2015</td>
<td>26/06/2015</td>
</tr>
<tr>
<td>Final item pool selected - approved by ACARA</td>
<td>29/06/2015</td>
<td>03/07/2015</td>
</tr>
<tr>
<td>Marking Guide Development</td>
<td>06/07/2015</td>
<td>24/07/2015</td>
</tr>
<tr>
<td>Initial contact with schools</td>
<td>04/05/2015</td>
<td>22/05/2015</td>
</tr>
<tr>
<td>Random Class selection</td>
<td>25/05/2015</td>
<td>29/05/2015</td>
</tr>
<tr>
<td>Finalise test administration materials</td>
<td>04/05/2015</td>
<td>28/08/2015</td>
</tr>
<tr>
<td>Central upload student information</td>
<td>08/06/2015</td>
<td>26/06/2015</td>
</tr>
<tr>
<td>Provide School Contact Officer information</td>
<td>08/06/2015</td>
<td>19/06/2015</td>
</tr>
</tbody>
</table>
Student Background Data Capture | 06/07/2015 | 17/08/2015
---|---|---
Training of School Monitors | 28/09/2015 | 09/10/2015
Conduct NAP – SL assessment | 12/10/2015 | 06/11/2015
Marking operation | 23/10/2015 | 13/11/2015
Reporting to Schools | 30/11/2015 | 04/12/2015
Data Analysis | 16/11/2015 | 15/01/2016
Draft Public & Technical Reports | 16/11/2015 | 26/02/2016
Develop school release materials | 18/01/2016 | 04/03/2016
Provide briefings – key findings | 28/03/2016 | 01/04/2016
Provide final Public and Technical Reports | 1/04/2016 | 1/04/2016
DTP available for final corrections for ACARA executive and ministerial sign off | 01/04/2016 | 30/06/2016
Close out meeting | 15/07/2016 | 15/07/2016

6. Invoicing and Payment
   (see clauses 2.1.1.e & 3.1.1.c)

**Invoices:**

Invoices will be issued by the Contractor on delivery of each milestone identified in Item 10.

To be correctly rendered, invoices must include the following information:

a. the words “tax invoice” stated prominently;
b. the Contractor’s name;
c. the Contractor’s ABN;
d. ACARA’s name and address;
e. the date of issue of the tax invoice;
f. the title of this contract and the contract number or purchase order number (if any);
g. details of fees, allowances and costs including the items to which they relate;
h. the total amount payable (including GST);
i. the GST amount shown separately; and
j. written certification in a form acceptable to ACARA that the Contractor has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of the contract.

All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate the Contractor’s entitlement to those allowances or costs.

An invoice is not correctly rendered where:

a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or

b. it relates to a payment in relation to which ACARA has exercised its rights under clause 3.2 of the contract.

All invoices must be addressed to the Project Manager.

**Payment**

Payment will be made within 30 calendar days after delivery of a correctly rendered invoice. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.

Payment will be effected by electronic funds transfer (EFT) to the following bank account of the Contractor: ^insert details^

No payment shall be made against any claim for payment which varies from the agreed scope of work as set out in Item 2 of this Schedule without ACARA’s prior consent and written agreement.

7. **Project Manager**

(see clause 2.2)

^To be completed following selection of the preferred Tenderer^

The Project Manager is the person for the time-being holding, occupying or performing the duties of ^insert position^, currently ^insert name^, available on telephone number ^insert number^ or via the address and facsimile number set out in Item 21.

8. **Subcontractors**

(see clause 2.3)

^To be completed following selection of the preferred Tenderer^
The Contractor may subcontract the performance of parts of the Services as follows:

<table>
<thead>
<tr>
<th>Part of the Services being subcontracted</th>
<th>Subcontractor</th>
<th>Additional conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>^insert^</td>
<td>^insert company details^</td>
<td>^insert conditions^</td>
</tr>
<tr>
<td>^insert^</td>
<td>^insert company details^</td>
<td>^insert conditions^</td>
</tr>
</tbody>
</table>

9. Specified Personnel
(see clause 2.4)

^To be completed following selection of the preferred Tenderer^

The Contractor agrees that the following work, ^insert details^ will be undertaken by ^insert name^.

10. Fees
(see clauses 3.1.1.a, 11.1.3.a & 11.1.3.b)

**Note to Tenderers:** A payment schedule, linked to project milestones and deliverables, will be negotiated with the successful Tenderer. It is anticipated that the payment schedule will cover the following:

^To be completed following selection of the preferred Tenderer^

**Instalments:**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
<th>Description</th>
<th>%Total Payment</th>
<th>Price (excluding GST)</th>
<th>Price (including GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>July 2014</td>
<td>ACARA acceptance of report proposing equating design</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Nov 2014</td>
<td>ACARA acceptance of online item review</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>-----------------------------------------------------------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>June 2015</td>
<td>Field trial and TRT administered and student/school summary reports provided (online) to all participating trial schools</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Dec 2015</td>
<td>Main study and TRT administered and student/school summary reports provided (online) to all participating main study schools</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Feb 2016</td>
<td>ACARA acceptance of data analysis report including description of proficiency scale, provision of descriptive and Rasch statistics for students and items</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>July 2015</td>
<td>ACARA acceptance of final reports and release materials including close out meeting</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

11. **Allowances and Costs**  
(see clauses 3.1.1.b & 11.1.3.c)  
^To be completed following selection of the preferred Tenderer^.

12. **Facilities and Assistance**  
(see clauses 3.1.1.d & 11.1.3.d)  
^To be completed following selection of the preferred Tenderer^.

13. **Required ACARA Material**  
(see clause 4.1)  
^To be completed following selection of the preferred Tenderer^.

14. **Use of ACARA Material**  
(see clause 4.1.3)  
ACARA Material may only be used for the purposes of providing the Services.
15. **Existing Material**  
*(see clause 4.2.2)*  
^To be completed following selection of the preferred Tenderer^  

16. **Copyright notice**  
*(see clause 4.2.7)*  

The copyright notice is set out below:  

© 2014 [or appropriate year] Australian Curriculum, Assessment and Reporting Authority (ACARA).  

ACARA owns the copyright in this publication. This publication or any part of it may be used freely only for non-profit education purposes provided the source is clearly acknowledged. The publication may not be sold or used for any other commercial purpose.  

Other than as permitted above or by the Copyright Act 1968 (Commonwealth), no part of this publication may be reproduced, stored, published, performed, communicated or adapted, regardless of the form or means (electronic, photocopying or otherwise), without the prior written permission of the copyright owner. Address inquiries regarding copyright to:  

ACARA  
Level 10, 255 Pitt Street  
Sydney  

17. **Moral Rights**  
*(see clause 4.4)*  

**Permitted Acts**  

In addition to those set out in clause 4.4.1, the following are ‘Permitted Acts’ for the purposes of clause 4.4.1.d:  

a. use of the Contract Material for advertising or promotional purposes of any kind;  
b. incorporating the Contract Material into a website, other assessments or as part of a professional development program;  
c. use of the Contract Material in tests and test items including without attribution of the authors of that Material;  
d. editing, contextualising, summarising or truncating the Contract Material for use in tests and test items including without attribution of the authors of that Material or reference to editing of the Material;  
e. associating an item of Contract Material with similar or different items of Contract Material;
f. use by State and Territory education authorities including the Contract Material in workshop presentations, posters, and other teacher professional development materials; and

g. publication of tests online on public websites by ACARA and the States and Territories including without attribution of the authors of that Contract Material.

ACARA policy on Moral Rights

None specified.

18. Security Requirements
(see clause 5)
^insert relevant items^

19. Privacy Directions, Guidelines, Determinations or Recommendations
(see clause Error! Reference source not found.)
^insert relevant items^

20. Contractor’s Confidential Information
(see clause 8)
(a) Information contained in contract:

<table>
<thead>
<tr>
<th>Item</th>
<th>Period of Confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

^insert relevant items^

(b) Information obtained or generated in performing contract:

<table>
<thead>
<tr>
<th>Item</th>
<th>Period of Confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

^insert relevant items^

21. ACARA’s Address for Notices
(see clause 12.1.1.a)

Physical address

Level 10, 255 Pitt Street, Sydney, NSW 2000
Postal address  Level 10, 255 Pitt Street, Sydney, NSW 2000

Email  info@acara.edu.au

Facsimile  1300 995 468

22. Contractor's Address for Notices
(see clause 12.1.1.a)

Physical address
Postal address
Email
Facsimile

23. Insurance
(see clause 13.3)

Required insurance:

a. workers’ compensation as required by law;
b. public liability insurance to a value of $10 million; and
c. professional indemnity insurance to a value of $5 million.

24. Applicable Legislation
(see clause 13.11.3)

See AGS Fact Sheet: Commonwealth legislation that may apply to Australian Government contractors, available at:

25. Applicable Law
(see clause 13.12)

New South Wales
Signatures

SIGNED for and on behalf of Australian Curriculum, Assessment and Reporting Authority by: 

^Name of signatory^ 
Signature

In the presence of:

^Name of witness^ 
Signature of witness

SIGNED for and on behalf of [insert] by: 

^Name of signatory^ 
Signature

In the presence of:

^Name of witness^ 
Signature of witness