PART A – DRAFT CONTRACT

RFT 2015/012016 NAP sample online – civics and citizenship

DRAFT CONTRACT

DRAFT CONTRACT IN RELATION TO THE PROVISION OF SERVICES FOR RFT 2015/01 2016 NAP SAMPLE ONLINE – CIVICS AND CITIZENSHIP

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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DRAFT CONTRACT

DRAFT CONTRACT FOR THE PROVISION OF SERVICES FOR 2016 NAP SAMPLE ONLINE – CIVICS AND CITIZENSHIP

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 to in support of its conduct of the 2016 NAP – Civics and Citizenship (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;
Education Council means the Education Council 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 0; 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
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 0;

   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.

2.6. **ACARA Option**

2.6.1. Not used.

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 0; 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 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 the 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** includes:
Resources

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;

Security Classified Resources means Official Resources that, if compromised, could have adverse consequences for ACARA; and

Security Incident means a security breach, violation, contact or approach from those seeking unauthorised access to or disclosure of Official Resources.

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 19, 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 6.1.1.

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 the Education Council secretariat, members of Education Council and chief executives of education departments, 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).

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

13.13.2. 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.

13.13.3. 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 Education Council (previously known as the Standing Council on School Education and Early Childhood).

ACARA has overall responsibility for implementing the National Assessment Program (NAP).

2.2 Background

2.2.1 NAP Online - Sample Assessments

The NAP sample assessments test students’ skills and understanding in civics and citizenship, information and communication technology (ICT) literacy, and science literacy. Only selected groups of students participate in the sample assessments which are held on a rolling three-yearly basis.

For the 2016 NAP – Civics and Citizenship assessment, the assessment will be delivered online. The assessment was conducted online for the first time in 2013. 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 Online National Assessment Platform.

The first national sample assessment of Year 6 and Year 10 students in civics and citizenship occurred in 2004 with successive assessments conducted in 2007, 2010 and 2013. The fifth assessment cycle will be conducted in 2016 using the Online National Assessment Platform.
2.2.2 New online platform

The Australian Government Department of Education is funding Education Services Australia to develop the Online National Assessment Platform (‘the Assessment Platform’) as part of a broader program of work that supports a range of assessment types including national online assessment.

This includes supporting the Australian Curriculum Assessment and Reporting Authority (ACARA) in delivering the National Assessment Program (NAP), and in particular, the NAP of sample assessments in science literacy, civics and citizenship and information and communication technology and the National Assessment Program for Literacy and Numeracy (NAPLAN), including related trialling and research assessments.

The Assessment Platform would also have the potential to deliver jurisdictional assessment programs and systemic and classroom based assessments in the future.

ACARA is undertaking the item and test development and reporting aspects of the program, including designing tests, developing test items and undertaking and reporting on research into the impacts of online test delivery.

Education Services Australia is responsible for supplying the information technology systems to deliver assessments and surveys online. Education Services Australia is also responsible for the delivery of the technical services for the Assessment Platform.

One of the components of the Assessment Platform is an online-based assessment delivery system. This system will allow for test creation and management using items from an existing item authoring system, user management and student registration, test administration, delivery, access and presentation of tests to eligible students across Australia, scoring of these assessments as well as reporting for assessment events. Offline and low-bandwidth delivery solutions are also included as part of the overall assessment delivery system.

The approved measure of civics and citizenship achievement is published in the Measurement Framework for Schooling in Australia. There are two key performance measures for civics and citizenship:

- The proportion of Year 6 students (as a percentage) achieving at or above the proficient standard in civics and citizenship - Level 2.
- The proportion of Year 10 students (as a percentage) achieving at or above the proficient standard in civics and citizenship - Level 3;

The current NAP – CC Assessment Framework was developed in consultation with jurisdictional subject experts and encompasses the requirements of the national Statements of Learning for Civics and Citizenship (2006) and the goals of the Melbourne Declaration (2008).
More information about the NAP sample assessment in civics and citizenship may be found on ACARA’s NAP website.

Previous NAP civics and citizenship public and technical reports are also available.

2.3 Purpose

The purpose of this project is to implement the fifth cycle of the NAP – Civics and Citizenship sample assessment project. The assessment will be delivered online.

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

2.4 Scope of project

ACARA requires the Contractor to:

- review the assessment framework;
- review the existing equating design;
- develop a national sampling frame;
- design and develop a range of civics and citizenship items (questions) compliant with the IMS Question and Test Interoperability (QTI) v2.1 (plus agreed extensions) specification (approx. 150 items);
- author items directly into the national item authoring and review system;
- design and develop practice items to be placed at the outset of the online test (approx. 5 items);
- design and develop a range of items that reflect the full range of item types (approx. 10 items) for the Pre-practice session and the Technical Readiness Test (TRT);
- render QTI compliant items directly into the item authoring system;
• develop the field trial and main study test designs and construct the tests;
• revise existing and develop new items for the student survey;
• design and administer a small device-effect study;
• analyse device-effect study data and deliver report on findings;
• provide field trial test administrators for 20% of the school sample;
• liaise with jurisdictions, sectors and schools for tracking school and student participation, IT capability and the conduct of the testing;
• review and revise TRT/Pre-practice session, field trial and main study test administration procedures;
• administer and support processes for schools requiring back-up technology or offline solutions;
• provide an ‘1800’ telephone and email help desk for schools to clarify administration procedures;
• secure individual student background data;
• administer Technical Readiness Test (TRT)/Pre-practice session with schools prior to each assessment event and provide first level IT Helpdesk support;
• trial draft assessment instruments in March 2016 to assess the validity of the items and the instrument and provide first level IT Helpdesk support;
• conduct the marking operation using the Assessment Platform and analyse the data post-field trial;
• consult with ACARA’s psychometricians and the NAP – CC Working Group to select the final item pool;
• produce the final main study test forms and student survey;
• administer the main study in October 2015 and provide first level IT Helpdesk support;
• mark and analyse student performance data post field trial and main study;
• revise Proficiency Level descriptions based on 2016 empirical evidence;
• provide an online reporting tool to deliver school summary reports to participating schools in dynamic format post field trial and main study
• equate results to previous assessment cycles in consultation with ACARA’s psychometricians;
• provide an engaging and reader-friendly 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
• implement strategies to manage Intellectual Property effectively;
• consult regularly with the ACARA Project Manager on contractual, financial, project management and measurement issues;
• submit weekly to monthly written reports depending on the intensity of project activity;
• 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 – civics and citizenship 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 – CC 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. Two face-to-face meeting with the Working Group will be conducted over the course of the project.

**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 (S/TLOs) will be the contact for the 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 respective jurisdictions, the provision of student background data and communication with sample schools.

The S/TLOs play a vital role in ensuring that the testing is completed in accordance with the agreed protocols.

**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 ACARA’s expectations and the technical standards for national sample assessments;
- ACARA’s assessment protocols, project deliverables and timelines are met.

The Contractor’s project manager 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. Regular reports are 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 period.

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 a component of the tender submission. 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 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 NAP – Civics and Citizenship 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 2016 national assessment and will be led by the Contractor. The item paneling meeting will be conducted in Oct/Nov 2015 once items have been reviewed and the Working Group feedback received. The Contractor will lead the face-to-face meeting to discuss the feedback for particular items and reach consensus about items requiring modification or deletion. The second face-to-face meeting with the NAP – CC Working Group will be conducted in June 2016 once the field-trial data analysis has been conducted. The Contractor will present the data analysis and the final item pool will be selected.

ACARA will cover meeting catering costs for all participants. States and territories will cover accommodation and travel for their Working Group members to attend. The Contractor will be responsible for any costs associated with the attendance of its personnel 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 2016 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 – CC project including:
   - Assessment framework and test specifications
   - Sampling and equating
   - Item development, copyright, item review
   - Test admin and support materials
- Conduct of assessment – trial/main study & student survey
- Conduct of online and offline technology
- Technical issues encountered/IT support required
- 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):

Development of technology requirements to deliver the assessments online including:

- the student and school registration system within the Assessment Platform;
- the item authoring and review system (IARS);
- the assessment delivery system (ADS); and
- the assessment marking system (to be used by the contractor for the trial and main study marking operations).

2.6 Project Details

2.6.1 Assessment framework

The *Australian Curriculum: civics and citizenship* was in the early stages of development at the time the NAP – CC 2013 assessment was being created and consequently the NAP – CC Assessment Framework has not yet been revised with reference to it.

The Contractor will be required to conduct the following:

- review the assessment framework in light of the draft Australian Curriculum: civics and citizenship, including the civics and citizenship general capabilities (GCs), and document implications for future assessment cycles;
• consider the inclusion of curriculum content that is perennially difficult to measure using traditional paper and pencil assessments;
• provide a report with advice on the proposed assessment framework development work for the 2016 cycle and beyond for ACARA’s approval;
• draft a revised assessment framework 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 psychometricians when developing the equating design. The common item methodology is expected to be used in the equating design if the proficiency of students in the 2016 assessment cycle is to be compared to the previous NAP – CC 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.

Assessment items from previous cycles must be utilised in equating the instruments. These materials will be provided by ACARA to the Contractor.

2.6.3 Sampling

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 civics and citizenship in 2013, and will give consideration to the impact of the sample testing on schools and on smaller jurisdictions such as the Australian Capital Territory and the Northern Territory.

In 2013, NAP-CC was trialled in approximately 100 schools in NSW, Vic and QLD. For the main study, approximately 630 schools (from all states and territories and sectors) and 12,000 students participated.

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 2013 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 civics and citizenship performance anticipated at Year 6 and Year 10 in Australian schools. There should be sufficient assessment items for up to two hours of testing for each student. The Contractor should develop no more than 150 new items which should be costed on a per item basis and included in the pricing schedule as a separate line item.

The ownership of all successfully trialed items, including those omitted in the construction of the final test forms for 2016 NAP-CC 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 variation of this Contract reducing costs paid to the Contractor may be initiated by ACARA if less than 150 new items are developed by the Contractor. The cost reduction will be pro rata based on the quote for item development provided by the Contractor.

The distribution of items across the assessment domain of civics and citizenship should be informed by the previous specifications and the four major aspects which are documented in the 2013 NAP-CC Public and Technical Reports.

In line with previous cycles, the assessment will be developed using the Balanced Incomplete Booklet (BIB) design.

Due consideration must be given to the online environment.
Delivering items online provides the opportunity to develop items that push the boundaries of paper-based assessment. Online assessment can provide solutions to perennial and sometimes domain-specific challenges. A wider range of accommodations for students with disability may also be possible in delivering tests online.

The current Assessment Platform offers an expanded range of items and these include: true/false items, multiple choice items, constructed text, ordering, drag and drop, hot spots, matching, select point, drop-down menu selection and cloze composite items (comprising both multi choice and constructed response).

Items delivered online can include image, video, animation-like video, audio and prompts.

The new online test format for NAP-CC in 2016 should also include tasks that focus on the general capability: creative and critical thinking skills (see Assessment Framework). Items targeting a particular GC must be tagged in the IARS metadata.

Items must include full colour graphics, be engaging, interactive, student-friendly, age-appropriate, and professionally finessed. Videos, voice-overs, and animation videos in particular must be developed using professional state-of-the-art technology and services.

All items must be developed to QTI v2.1 (plus agreed extensions) specification and all items, including link items from previous online and paper-based tests, must be authored directly into the Assessment Platform by the Contractor.

All item authors employed by the Contractor require access to a mobile phone for secure access to the system to comply with double authentication requirements.

Guidelines pertaining to the QTI v2.1 (plus agreed extensions) specifications are available at:

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

The QTI Implementation Guide contains examples of QTI v2.1 (plus agreed extensions) items and some are illustrated by screen shots. 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 framework and reporting scale.

All items, meta-data, prompts, marking information and assets will be required to be entered into the online item authoring and review system and 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.
The Assessment Platform will also adhere to technical interoperability standards for accessibility and accommodations.

The Contractor will accept feedback from ACARA’s NAP-CC 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 ACARA and jurisdictional stakeholders.

### 2.6.5 Student Survey

The NAP – CC student survey involves the collection of information on students’ attitudes to civics and citizenship and participation in civics and citizenship-related activities. In 2013, the survey was equated to the previous cycle for the first time.

During the item development phase of the project, the Contractor will carefully review and accept feedback from ACARA and the Working Group in order to revise and supplement the existing survey items as necessary. The Contractor will author all survey items into the online item authoring and review system.

**All survey items must also be compliant with the QTI v2.1 (plus agreed extensions) specification and authored directly into the item authoring and review system.**

The Contractor will trial the survey items online during the field trial in March 2016 and inform ACARA of its suitability for use in the 2016 main study in Oct-Nov 2016.

### 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 for school personnel and the familiarisation and coordination of school coordinators and external field trial 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 online mode of delivery and schools with potentially less than optimal technical infrastructure.

School coordinator, test administrator manuals and student participation forms will be required to be provided to schools via email and should also be accessible to schools 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 and the Contractor’s 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.

**Preparation of Test Administrator’s Manual**

It is essential that all schools follow common standardised 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 for school personnel. While the field trial will be administered online by the Contractor’s trained invigilators in only 20% of schools, the remaining 80% of field trial schools and all main study schools will be administered online by the classroom teacher or the school contact officer or a nominated school staff member. The Contractor must review and revise as necessary the test administrator’s manual used in the 2013 civics and citizenship online assessment and adapt it accordingly for the 2016 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 online 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 online testing session.

- **Monitoring the time allocation:** It is important that the times allocated for the tests are adhered to. While the national online test delivery system will incorporate this functionality, the capacity to over-ride or extend testing time will also be available for acceptable scenarios via the Helpdesk.

**Test Administrators**
The Contractor will be responsible for:

- ensuring that school test administrators are fully prepared for their role and have access to email and phone helpdesk advice needed to resolve issues that may arise during their preparation and the conduct of online testing;
- ensuring that test administrators employed by the Contractor in each field trial school have the necessary clearances to work in schools with children and be able to verify that the clearances have been obtained; and
- providing first-level help desk support via an ‘1800’ telephone service and email address for schools to inquire about and resolve test administration issues. Second-level help desk support for issues that are of a more complex and technical nature will be resolved by Education Services Australia (ESA).

2.6.7 Field trial

The Contractor will trial all proposed items in a sample of schools (approximately 100) in March 2016 including trialing the marking methods to be used in the main study. The field trial will be administered by the Contractor’s trained invigilators in 20% of schools only. In the remaining 80% of field trial schools, the online assessment will be administered by the classroom teacher or the school contact officer or nominated school staff member.

The overall feedback collected from the test administrators will be collated into the technical report on the standards achieved by the testing program.

A short survey should be developed in consultation with ACARA and implemented by the Contractor to gauge the nominated school test administrator’s preparedness and capacity to administer the assessment without external test invigilator support. A separate report should be provided to ACARA shortly after the conclusion of the main study once all feedback from both external and internal test administrators has been collated and analysed.

The Assessment Platform will auto-mark and enable the Contractor’s suitably qualified markers to mark short and extended response items. 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 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 review system. The system will encompass metadata fields for psychometric information gleaned from the data analyses post field trial.

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 civics and citizenship (see 2013 NAP – Civics and Citizenship Technical Report, Appendix 2).
2.6.8 Device-effect study

ACARA requires the Contractor to conduct the study to investigate the impact of computer devices on the performance of test items during the implementation of the field trial. In particular, the purpose of this device-effect study is to investigate differential item functioning (DIF) when tests are administered on tablets and on standard laptops or desktop computers. In addition, the device-effect study will investigate whether such a test device DIF might have a different impact on performance of items developed for Year 6 and Year 10 tests. Consequently, the study will have four experimental conditions.

It is expected that students in the tablet conditions will be given the opportunity to complete the tests using the tablets in the way that tablets are used in other learning and assessment activities. The performance of students in these experimental conditions will have to be compared to that of students in the field trial study that will have to use tablets with external keyboards as stipulated by the current NAP online requirements. In this way, the device-effect study will also provide an opportunity to investigate the use of external keyboards alongside tablets.

The device-effect study will use a randomly equivalent groups design to investigate the test device DIF. The expected sample size for each condition is 300 students. Within year level students in both conditions will respond to the same set of items, with a subset of vertical link items shared across year levels. All these items will be chosen from the pool of items already designated for use in the field trial. The field study sample will provide all required students for the device-effect study. The design of the field study sample will need to take into account the device-effect study. Further care will have to be taken to select schools that can provide a functionally equivalent sample of students for the device-effect study. The Contractor will be required to work collaboratively and in close communication with ACARA and the state liaison officers to identify schools that might provide students for the tablet experimental conditions and to ensure their participation in the device-effect study.

The contractor will provide an additional price option for administration of the field trial to cover the eventuality that the field trial sample will not be able to provide enough schools to conduct the device-effect study. This additional option should cover the increase of the field trial overall sample size by up to 300 students across the two year levels.

As outlined in item 2.6.6 & 2.6.7 the contractor is required to invigilate 20% of schools that will participate in the field study. It is expected that this sample will cover exclusively schools that also participate in the device-effect study, equally.
spread across the four experimental conditions. ACARA is also seeking a pricing option that will provide for the invigilation of all schools taking part in the device-effect study, approximately 50 schools in total.

Upon completion of the field trial and the device-effect study the contractor is required to produce an interim technical report outlining the key findings and recommendations in relation to construction of the final tests forms for the main study and the psychometric analyses of item and student performance consequent analyses. It is also expected that a full report on the device-effect study will be included in the main study reports where appropriate.

ACARA will exercise its discretion when selecting the final options and overall research methodology.

**Main study final test forms**

The final test forms will be informed by the trial results and feedback from the NAP – CC Working Group at the June 2016 meeting in Sydney. All analyses must be vetted and approved by ACARA’s senior psychometrician.

The final testing for individual students should take no longer than two hours, including reading time and covering both the cognitive items test and the survey.

The Assessment Platform will auto-mark and enable the Contractor’s suitably qualified markers to mark short and extended response items. 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 export the data for the Contractor in order to conduct the data analysis. The system will encompass metadata fields for psychometric information gleaned from the data analyses post main study.

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 the online item authoring and review system for future use.

**2.6.9 School Monitoring – main study**

The Contractor must arrange a program of school visits to ensure the valid implementation of the 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 main study 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
- developing an observation schedule that draws upon the 2013 national sample assessment schedule. This will be available to the successful Contractor upon request.
• Feedback should also be obtained from test administrators via the web portal.

Individual reports should be provided to ACARA once the field trial and main study have been completed.

The overall data collected from the program of school monitoring will be collated into the technical report on the standards achieved by the testing program. A separate report should be provided to ACARA shortly after the conclusion of the main study once all monitor feedback has been collated and analysed.

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 online marking system by ESA. The Contractor will in turn train the markers.

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 where human marking of short constructed responses is required. To maintain consistency with the instrument used in the previous cycle, one third of all items must be constructed response items and two thirds must use the multiple choice format. 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 five per cent of test booklets from the 2013 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 2016 and equate the student performance to the established NAP-CC measurement scale.

Technical standards for the national sample assessments are to be applied to the analyses of the 2016 NAP – CC assessment.

Refer to the 2013 NAP-CC 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

The Ministerial Council for Education, Early Childhood Development and Youth Affairs (MCEECDYA; now known as the Education Council) 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.

**Note to Tenderers:** The manual from 2013 is available to Tenderers on request by contacting the Contact Officer specified in the RFT.

The Contractor must ensure that individual student background information provided by sectors, States and Territories is collected and 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 2016 school year (private school holidays must be taken into account as schools may close earlier than public schools). The Contractor will revise the format for reporting summary test information to schools and students used in the 2016 assessment, and provide these reports to schools prior to the completion of the 2016 school year. Again, it is yet to be confirmed whether or not the Assessment Platform will provide schools with access to their summary reports. A contract variation may be required at the point at which this aspect of the national online system’s development is confirmed. Please ensure that this deliverable is costed separately.

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 – CC assessments.

The equating must determine whether the proficiency levels and the national standard for Year 6 and Year 10 civics and citizenship as established in previous NAP-CC cycles, is able to be maintained.

Six levels of proficiency were established (five of which are relevant for each year level) and described for reporting students’ civics and citizenship achievement from the previous assessments. The Contractor must revise item descriptions and proficiency reporting level descriptions using additional empirical evidence from the 2016 assessments.

2.6.15 Public and Technical Reports

Public Report

The Contractor will prepare a report describing students’ civics and citizenship 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);
- established proficiency levels and national standards for Year 6 and 10; and
- correlation, regression, multilevel analyses to show the relationships between proficiency and students’ background characteristics.

ACARA is continually striving to improve the way in which the findings are reported.

For the 2016 NAP-CC cycle, the Contractor will provide additional information that can be used by teachers to inform instruction. A section dealing with strengths and weaknesses and direct links to the curriculum including the development of teaching strategies to address identified gaps will be required and will add significant value.

Enhancements and new sections to be included in the public report such as those reporting on the findings of the device effect study will need to be developed in consultation with ACARA.

Furthermore, a section detailing all facets of the technology used will also be required. This should be developed in consultation with ACARA and should consider school readiness, online and offline technology and challenges faced and overcome will also be required. Qualitative data gleaned from first hand observations; interviews with key school personnel; web portal feedback provided by in-school test administrators, e.g. classroom teachers, QMs and field trial invigilators should be used to inform this section of the report. Quantitative data showing how many schools successfully completed the test and how many schools encountered difficulties are among the areas that will require documentation. An analysis of pre-conditions, varying technology
landscapes across and within schools, and helpdesk issues raised (both first and second level) should also be included. This new technical component of the report will help to ensure that schools and systems are well-prepared for future online assessments.

The Contractor will also revise the format of the public report and plan to adapt the existing pdf format of the report to a more user-friendly online presentation. The report will be published on ACARA’s NAP website. ACARA will provide advice on the online format of the final report.

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.

Prior to finalisation, the report will be reviewed by a large number of external jurisdictional stakeholders. It is imperative that the review is conducted after a professional proof reader has examined the document to ensure that there are no typographical errors or data anomalies. Stakeholder feedback must be acknowledged and acted upon in consultation with ACARA. A second professional proofread of the report must also be conducted once all feedback has been accommodated.

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

The timing of the delivery of this Report must be considered a priority to support faster turn-around of reporting.

**Note to Tenderers:** The final details of public Report are yet to be decided and confirmed. Therefore, a variation to contract may be required. For this reason, it will be necessary to provide a separate and detailed quote for this deliverable.

**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 civics and citizenship 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 civics and citizenship assessments can replicate the analyses and statistics. Additionally, decisions with regard to the construction of the scale for 2016 that may have implications for scaling and equating in future cycle 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 future tests; and
• a summary of the technical standards achieved during the testing.

A separate report must be provided to ACARA which clearly articulates:

• the number of new items developed
• the number of items used at trial and main study;
• the number of items (including item type) in each test form for both trial and main study;
• a report on key balance in each test form;
• a breakdown of the overall number of items by item type;
• the number of items used as vertical and horizontal links;
• a description of unused items and their viability for future cycles;
• number of items available for school release material;
• number of viable items to be held securely;
• any other information that provides ACARA with a clear indication of the existing item bank attributes.

**Note to Tenderers:** In relation to **accessibility requirements**, ACARA requires the Contractor to:

• place the content for both the public and technical reports in Word format;
• lay up the content within the InDesign file from the Word document supplied once reviewed by jurisdictions and approved by ACARA;
• supply print-ready (InDesign) files;
• supply a web version (PDF) of the files;
• supply a single, accessible version of both reports that is WCAG 2.0 AA compliant, stripped of imagery, and in an RTF (or alternate) version.
2.6.16 School Release Materials

A set of school release materials will be required and should be made available to schools post assessment via the Assessment Platform. This assessment 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. If the system is not able to accommodate this deliverable, then the materials will need to be provided to schools in PDF format via ACARA’s website together with a marking guide for teachers as per previous cycles. A separate quote will be required for this deliverable.

The Contractor is expected to construct school release materials which will comprise:

- a single test available to all schools post-assessment. This test is expected to comprise items from the 2016 assessment and items contained within previous school release materials. This single test will be made available to schools via the online national test delivery system.
- background information regarding the civics and citizenship assessment project;
- test administration manual including marking guide;
- instructions for 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 processes and findings from the 2016 assessment

The Contractor will provide a one page fact sheet, an FAQ sheet and overview of key findings to ACARA. The content of these briefings will be used to inform correspondence with ministers, State and Territory representatives and other interested stakeholders. The goal is to encourage the dissemination of findings to a broader jurisdictional audience. These documents must be made available to ACARA once the jurisdictional review of the public report has been completed.

2.6.18 Intellectual Property Management

ACARA’s preference is that all items developed for the 2016 NAP – CC cycle do not include Third Party Material. The Contractor must obtain ACARA’s written permission before including Third Party Material in Contract Material. If permission is granted by ACARA and Third Party Material is included in Contract Material, the Contractor is to meet all requirements set out in this Contract, including but not limited to:
obtain unlimited permission for ACARA to use Third Party Material in the 2016 assessment, for the school release materials, future equating requirements in subsequent cycles, and use in future National Assessment Program tests 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 licenses 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 licenses 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 licenses (see clause 4.3) using ACARA’s in-house IP management software (IPENDO).

2.6.19 Fully documented database and school reports

The Contractor will also prepare a user-friendly manual and 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 Secure Deletion of Data

The following items developed by the Contractor remain the property of ACARA:

- All items 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;

- All student item responses; and

- All invigilator, school, and QM feedback.

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 weekly or monthly (frequency of reporting will be reviewed throughout the project) using the
ACARA status report template. The status reports should outline progress on key deliverables. This will include information associated with key tasks or phases, including any new risks or issues identified, copyright issues or change requests.

**Note to Tenderers:** ACARA will provide a status report template.

### 3. Required Contract Material

*(see clause 2.1.1.b)*

The Contractor will be required to develop the following materials:

- Project plan that meets (new) ACARA-wide project management requirements;
- 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);
- 2016 NAP-CC Assessment Framework;
- 2016 NAP-CC equating design and report;
- Sampling frame, methodology and report;
- Test design and specifications;
- Assessment items and test forms for field trial;
- Detailed reports and minutes post face-to-face meetings with Working Group including all intended item amendments and actions (meeting 1: item review feedback discussion; meeting 2: field trial analysis and final item pool)
- Revised and updated student survey;
- practice materials and administration documentation for the combined TRT and pre-practice session;
- practice materials for the field trial and main study;
- Assessment items and test forms for main study;
- Revised administration and school contact manuals for field trial and main study;
- Final marking guides
- Marking operation report for field trial and main study;
- Device-effect study report
- In-school test administration survey report
- External Test Administrators report
Data analysis report for field trial and main study;
- Fully documented database and user guide/manual;
- Public and Technical Reports;
- School Release Materials; and
- Project close out report.

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>
<tbody>
<tr>
<td><strong>Project Initiation – ACARA to meet with successful contractor</strong></td>
<td>17/04/2015</td>
<td>17/04/2015</td>
</tr>
<tr>
<td><strong>Meet with technology partner (ESA)</strong></td>
<td>18/04/2015</td>
<td>18/04/2015</td>
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<tr>
<td><strong>Project Plan to be finalised during this period:</strong></td>
<td></td>
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</tr>
<tr>
<td>- Project objectives and success criteria</td>
<td>17/04/2015</td>
<td>24/04/2015</td>
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<tr>
<td>- Project in scope</td>
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<td>- Project out of scope</td>
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<tr>
<td>- Project stages</td>
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<tr>
<td>- Project deliverables and timeline</td>
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<tr>
<td>- Project assumptions, constraints and dependencies</td>
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<tr>
<td>- Project personnel: roles and responsibilities</td>
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<tr>
<td>- Communication Plan: with stakeholders, monitoring and reporting, meetings etc</td>
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<tr>
<td>Task Name</td>
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<td>End</td>
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<tr>
<td>Risk Management Strategy</td>
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<tr>
<td>Quality Assurance Plan</td>
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<tr>
<td>Project close out: report on phases and against success criteria; provide recommendations for next cycle</td>
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<tr>
<td>Assessment Framework</td>
<td>Apr 2015</td>
<td>May 2015</td>
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<tr>
<td>Equating design</td>
<td>Apr 2015</td>
<td>May 2015</td>
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<tr>
<td>Draw Sample</td>
<td>Jul 2015</td>
<td>Jul 2015</td>
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<tr>
<td>Student Survey</td>
<td>May 2015</td>
<td>May 2015</td>
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<tr>
<td>Item Development</td>
<td>Jun 2015</td>
<td>Aug 2015</td>
</tr>
<tr>
<td>Online Item and survey review by Working Group</td>
<td>Oct 2015</td>
<td>Nov 2015</td>
</tr>
<tr>
<td>Trial Preparation</td>
<td>Dec 2015</td>
<td>Feb 2016</td>
</tr>
<tr>
<td>Conduct Field Trial (NSW, QLD &amp; Vic)</td>
<td>14/03/2016</td>
<td>25/03/2016</td>
</tr>
<tr>
<td>Trial - Marking operation</td>
<td>Mar 2016</td>
<td>Apr 2016</td>
</tr>
<tr>
<td>Data Analysis</td>
<td>Apr 2016</td>
<td>May 2016</td>
</tr>
<tr>
<td>School Summary reports</td>
<td>May 2016</td>
<td>May 2016</td>
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<tr>
<td>Sample revision &amp; framework methodology approved by ACARA - main study schools confirmed</td>
<td>Feb 2016</td>
<td>Feb 2016</td>
</tr>
<tr>
<td>Initial contact with main study schools</td>
<td>May 2016</td>
<td>May 2016</td>
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<tr>
<td>Student Background Data collection</td>
<td>Jun 2016</td>
<td>Aug 2016</td>
</tr>
<tr>
<td>Finalise test administration materials</td>
<td>Jul 2016</td>
<td>Aug 2016</td>
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<tr>
<td>Conduct Main Study (all states and territories)</td>
<td>10 Oct 2016</td>
<td>4 Nov 2016</td>
</tr>
<tr>
<td>Marking operation</td>
<td>Oct 2016</td>
<td>Nov 2016</td>
</tr>
<tr>
<td>Reporting to Schools (no later than first week in Dec)</td>
<td>Dec 2016</td>
<td>Dec 2016</td>
</tr>
<tr>
<td>Data Analysis</td>
<td>Nov 2016</td>
<td>Jan 2017</td>
</tr>
<tr>
<td>Draft Public &amp; Technical Reports</td>
<td>Nov 2017</td>
<td>Feb 2017</td>
</tr>
<tr>
<td>Develop school release materials</td>
<td>Mar 2017</td>
<td>Mar 2017</td>
</tr>
<tr>
<td>Provide final Public and Technical Reports</td>
<td>Mar 2017</td>
<td>Mar 2017</td>
</tr>
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</table>
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^.

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:**

^Complete table^

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Date</th>
<th>Payment $AUD (ex GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ACARA acceptance of report proposing equating design</td>
<td>30 Jun 2015</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>ACARA acceptance of online item review</td>
<td>31 Dec 2015</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Field trial and TRT administered and student/school summary reports provided (online) to all participating trial schools</td>
<td>30 June 2016</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Main study and TRT administered and student/school summary reports provided (online) to all participating main study schools</td>
<td>31 Dec 2016</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>ACARA acceptance of main study data analysis report and draft Public Report.</td>
<td>28 Feb 2017</td>
<td>20%</td>
</tr>
<tr>
<td>6</td>
<td>ACARA acceptance of final reports and release materials including project close out meeting</td>
<td>31 July 2017</td>
<td>10%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note to Tenderers:** a separate pricing guide for each line item deliverable is required (See Part B Attachment 6).

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:

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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.

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ACARA

Level 10, 255 Pitt Street

Sydney NSW 2000
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)

No additional security requirements specified.

19. **Privacy Directions, Guidelines, Determinations or Recommendations**

(see clause 6)

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>^insert relevant items^</td>
<td></td>
</tr>
</tbody>
</table>

(b) Information obtained or generated in performing contract:

<table>
<thead>
<tr>
<th>Item</th>
<th>Period of Confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>^insert relevant items^</td>
<td></td>
</tr>
</tbody>
</table>

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