PART A - CONTRACT

CONTRACT IN RELATION TO THE NATIONAL ASSESSMENT PROGRAM
SCIENCE LITERACY 2012

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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CONTRACT
CONTRACT IN RELATION TO THE NATIONAL ASSESSMENT PROGRAM SCIENCE LITERACY 2012

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** ABN 54 735 928 084
   Level 10, 255 Pitt Street, Sydney NSW  2000 (ACARA)

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

Context
This Contract is made in the following context:

A. ACARA requires the provision of certain consultancy services in support of its conduct of the 2012 National Assessment Program for Science Literacy (the Project).

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

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

Operative Provisions

1. Interpretation

1.1. Definitions

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

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

**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;

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;

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 any thing in relation to which Intellectual Property rights arise;

**MCEECDYA** means the Ministerial Council for Education, Early Childhood Development and Youth Affairs (formerly Ministerial Council on Education, Employment, Training and Youth Affairs (MCEETYA)) comprised of State, Territory, Australian Government and New Zealand Ministers with responsibility for the portfolios of school education, early childhood development and youth affairs and includes any successor or replacement body with the same or similar functions;

**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;

**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;

**Services** means the services described in Item 2 and includes the provision to ACARA of the Material specified in Item 3; and

**Specified Personnel** means the Personnel specified in Item 9 as required to perform all or part of the work constituting the Services;
and

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

1.2. Interpretation

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

a. words importing a gender include any other gender;

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

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

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

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

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

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

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

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

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

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

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

1.3. Guidance on construction of contract

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

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

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

1.4. **Commencement**

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

2. ** Provision of Services**

2.1. **Principal obligations of Contractor**

2.1.1. The Contractor agrees to:

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

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

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

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

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

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

2.2. **Liaison with Project Manager**

2.2.1. The Contractor agrees:

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

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

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

2.3. **Subcontractors**

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

2.3.2. ACARA may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.
2.3.3. ACARA has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified in Item 8.

2.3.4. The Contractor agrees to make available to ACARA (if requested), details of all subcontractors engaged in the performance of the Services.

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

2.4. Specified Personnel

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

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

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

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

2.5. Responsibility of Contractor

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

a. involvement by ACARA in the performance of the Services;

b. subcontracting of the Services;

c. acceptance by ACARA of Specified Personnel; or

d. payment made to the Contractor on account of the Services.

3. Fees, allowances and assistance

3.1. Principal obligations of ACARA

3.1.1. ACARA agrees to:

a. pay the fees in the Instalments specified in Item 10;

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

3.2. **ACARA’s rights to defer payment**

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

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

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

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

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

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

3.4. **Superannuation**

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

4. **Intellectual Property**

4.1. **Use of ACARA Material**

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

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

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

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

4.2.2. Clause 4.2.1 does not affect the ownership of Intellectual Property in:
   a. any ACARA Material;
   b. any Existing Material; or
   c. any Third Party Material,

   that is incorporated into the Contract Material.

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

5. Confidentiality of Official Information and other security obligations

5.1. Interpretation

5.1.1. In this clause 5:

- **Official Resources** includes:
  a. Official Information;
  b. people who work for or with ACARA; and
  c. assets belonging to (even if in the possession of contracted providers) or in the possession of ACARA;

- **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.
5.3. **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. **Interpretation**

6.1.1. In this clause 6:

- **Information** has the same meaning as it has in the *Privacy Act 1988 (Cth).*

- **Privacy**

- **Principle**

6.2. **Obligations of Contractor in relation to privacy**

6.2.1. 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 ACARA, would be a breach of an Information Privacy Principle; 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 Information Privacy Principles.

6.2.2. 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.
Note: For information about the Privacy Act 1988 (Cth) see the fact sheet referred to in Item 24.

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 MCEECDYA, 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 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 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
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.

13.10. 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.
THE SCHEDULE - CONTRACT DETAILS

1. Proposal

(see Context paragraph B)

[To be completed following selection of the preferred Tenderer]

2. Services

(see clause 2.1.1.a)

2.1. Background

Introduction

2.1.1. ACARA requires the Contractor to develop, trial, administer, mark and analyse assessment instruments for primary Year 6 students in science literacy, to equate those results to the previous National Assessment Program Science Literacy and report on the national achievement of Australian students and any changes in student achievement from the previous three cycles to the 2012 assessment.

2.1.2. This project is concerned with the development, trialling, administration and marking of assessment instruments for the purpose of measuring and reporting on the achievement of Australian Year 6 school students in science literacy.

2.1.3. The Contractor must:

a. Develop, trial, administer, mark and analyse assessment instruments for Year 6 students in science literacy;

b. Equate those results to previous NAP-SL data and national proficiency standard (Level 3.2); and

c. Report on the national achievement of Australian students and any changes in student achievement over the four assessment cycles.

Melbourne Declaration on Educational Goals for Young Australians

2.1.4. ACARA is accountable to the Ministerial Council for Education, Early Childhood Development and Youth Affairs (MCEECDYA) and ACARA must perform its functions and exercise its powers in accordance with any directions given to it by MCEECDYA. The Melbourne Declaration was agreed by MCEETYA (now MCEECDYA) in December 2008 with the aim of improving educational outcomes for all young Australians:


2.1.5. The Declaration has two goals:

Goal 1 – Australian schooling promotes equity and excellence;
Goal 2 – All young Australians become:

- successful learners;
- confident and creative individuals;
- active and informed citizens.

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

2.1.7. MCEECDYA’s Four Year Plan, which supports the Melbourne Declaration, has been published at:

2.1.8. In addition, the National Education Agreement ensures that the States and Territories can allocate resources more flexibly, while providing a set of definitive and measurable targets to provide the basis for accountability by governments to the community. The Council of Australian Government’s (COAG) has published the Agreement at:

National Assessment Program (NAP)

2.1.9. ACARA develops and maintains key performance measures to monitor and report on progress towards the achievement of the Educational Goals for Young Australians. ACARA has overall responsibility for implementing the National Assessment Program (NAP) approved by MCEECDYA in the Measurement Framework for Schooling in Australia 2010-2012 (current published Measurement Framework, 2008).

2.1.10. The national sample assessments test students’ skills and understanding in science literacy, civics and citizenship and information and communication technologies (ICT) literacy. Only selected groups of students in Year 6 and Year 10 participate in the sample assessments, which are held on a rolling three-yearly basis.

2.1.11. MCEECDYA has agreed to the assessment of Year 6 students only in science literacy. The first national sample assessment of Year 6 students in science literacy occurred in 2003 with successive assessments to be administered every three years, i.e. 2006 was the second cycle, 2009 was the third cycle, and 2012 will be fourth assessment.

2.1.12. The approved measure of science literacy published in MCEECDYA’s Measurement Framework is the percentage achieving at or above the proficient standard in Science literacy, which is Level 3.2, for Year 6 students only.

2.1.14. This project is being managed by ACARA. ACARA will nominate a Project Manager to work with the Contractor. ACARA will maintain financial and contractual management of the project.


**Assessment Framework for Science Literacy**

2.1.16. In March 2000, MCEETYA (now MCEECDYA) decided that the measure for performance in secondary school science for national reporting purposes should be derived from the information obtained through Australia’s participation in the Organisation for Economic Cooperation and Development’s (OECD) Programme for International Student Assessment (PISA). Additional information about PISA can be found at the following web site: http://www.pisa.oecd.org/pages/0,2987,en_32252351_32235731_1_1_1_1_1,00.html

2.1.17. The OECD has defined scientific literacy as:

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

2.1.18. This definition has been adopted by MCEECDYA for the NAP science literacy assessment in accord with the Ball, Rae and Tognolini Report recommendation (2000).

2.1.19. An assessment domain and progress map for science literacy have been developed. The domain outlines the development of scientific literacy across three strands:

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

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

Strand C: Using science understandings for describing and explaining natural phenomena, interpreting reports and making decisions.
Note to Tenderers: The assessment domain and progress map were reviewed comprehensively as part of the 2009 NAP science literacy assessment. Potential Tenderers need to be familiar with this information: http://www.mceecdya.edu.au/verve/_resources/NAP_ScienceLit_2009_Assessment_Domain_Dec_08.pdf

2.1.20. In MCEEECDYA’s Measurement Framework, there is one key performance measure for science literacy for Year 6 students:

‘The proportion of students (as a percentage) achieving at or above the proficient standard in science literacy.’

2.1.21. The development and trialling of science literacy assessment instruments will occur in 2011. The national sample assessment of students in Year 6 will occur in the second half of October 2012.

Note to Tenderers: Materials such as the School Coordinator’s Manual and Test Administrators Manual will be made available on request to Tenderers by contacting ACARA at the address for the Contact Officer listed in the RFT. Secure test items from the 2003, 2006 and 2009 cycles of assessment will be made available to the successful Tenderer on signing of the contract.

Student Survey

2.1.22. As part of this project, ACARA requires the review and administration of a survey of student involvement in science activities to assess exposure to scientific thought and applications. This would be conducted at the same time as the assessment.

Project management

2.1.23. The science literacy sample assessment project is a joint endeavour between ACARA, the States, 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. ACARA will assign a Project Manager to 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.

Role of the Project Manager

2.1.24. On behalf of ACARA, the Project Manager will:

a. seek advice on, and resolve policy related issues that arise through the course of the project;
b. notify schools about the assessment and ensure that sampled schools participate; and

c. provide editorial feedback about the nature and content of the public report.

2.1.25. The Project Manager will liaise regularly with the Contractor to ensure that procedures and methodologies proposed by the Contractor are consistent with the contract, and with policies and technical standards established for MCEECDYA’s sample assessments.

**Role of the Science Literacy Review Committee**

2.1.26. The Science Literacy Review Committee will provide advice to ACARA and the Contractor on the quality of material developed by the Contractor. Its membership will comprise: curriculum specialists in science from each State and Territory and the non-government sector, a Commonwealth of Australia representative, measurement specialists from one or two jurisdictions, an ACARA-appointed representative with a background in science, and Indigenous and LBOTE specialists.

**NAP State and Territory Liaison Officers**

2.1.27. States, Territories and the Commonwealth of Australia (including, where appropriate, non-government schooling sectors) have nominated Liaison Officers to deal with the National Assessment Program (Liaison Officers). The Liaison Officers will be the contact for the Contractor on issues related to the finalisation of the sample, the participation of schools and students, the conduct of the assessment in their jurisdiction, and communication with sample schools.

2.1.28. State and Territory Liaison Officers play a vital role in ensuring that the assessment is completed in accordance with the agreed design specifications. It is anticipated that there will be regular communication at critical stages of the project with all nominated Liaison Officers and that this will be by telephone and email.

2.1.29. ACARA’s Project Manager will assist in establishing and maintaining communications between the Contractor and Liaison Officers.

2.1.30. The Contractor acknowledges and agrees that the Liaison Officers do not have authority to act for, or capacity to bind ACARA. Where any Liaison Officer requests the Contractor to take any action or purports to direct the Contractor regarding the manner in which it is to perform the Services, the Contractor must seek ACARA’s express written consent prior to acting on such a request or direction. If the Contractor acts on the basis of such a request or direction without seeking ACARA’s consent, then it does so at its sole risk and cost.
**Role of the Contractor**

2.1.31. 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 MCEECDYA’s national sample assessments, ACARA’s assessment protocols and that the project deliverables and timelines are met. The Contractor’s project director will report to ACARA’s Project Manager on the basis agreed between ACARA and the Contractor in the Project Plan.

**Time Frame**

**Note to Tenderers:** The timeframe will be confirmed during contract negotiations. Tenderers should use the following information as the basis for preparing their Tenders.

2.1.32. The Measurement Framework for Schooling in Australia 2010-2012, outlines the requirements for national sample assessments. It is expected that the resultant contract for the 2012 science literacy project will commence in early 2011 and be completed by the end of June 2013.

2.1.33. Major known deadlines include:

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<tr>
<th>Task</th>
<th>Deadline</th>
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<tr>
<td>Trial - Assessment</td>
<td>24/10/2011</td>
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<td>Trial - Student Survey</td>
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<td>Data Analysis</td>
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<td>Reporting to schools</td>
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<td>Reporting to ACARA</td>
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<td>Selection of items for final assessment</td>
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<tr>
<td>Conduct NAPSL test</td>
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<tr>
<td>Marking</td>
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<td>Data Analysis</td>
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<td>Reporting to Schools</td>
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**2.2. Detailed Services description**

2.2.1. The Contractor is to develop, trial, administer, mark and analyse assessment instruments for Year 6 students in science literacy, to equate those results to the previous National Assessment Program Science Literacy assessment cycles, and report on the national achievement of Australian students and any changes in student proficiency.
Key Project Deliverables

a. Review and revise the current assessment domain and progress map using empirical evidence from the previous NAP-SL assessments to ensure greater alignment with the proficiency reporting levels, the national Statements of Learning-Science and if possible the domains of international tests involving science (PISA and TIMSS).

b. Develop an equating design that enables the results of the 2012 testing to be compared to the results of the previous NAP-SL assessments.

c. Develop a national 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 designs utilised for the national sample assessment for science literacy in 2009, and will give consideration to the impact of the sample testing on schools and on smaller jurisdictions such as the ACT and Northern Territory.

d. Develop assessment instruments including pencil and paper tests and practical tasks, and a student survey, in accordance with the 2009 assessment domain and progress map for science literacy Year 6.

e. Review and revise Administration procedures including:
   
i. Review and revise trialed assessment instruments and marking keys based on empirical evidence and feedback from ACARA’s Science Literacy Review Committee.
   
ii. Liaise with jurisdictions, sectors and schools for tracking school and student participation, the conduct of the testing and the return of data collection forms and assessment materials.
   
iii. Revise the Observation Schedule from MCEECDYA’s 2009 national sample assessment.
   
iv. Review and revise the format for reporting summary test information to schools and students used in the previous science literacy assessments and providing reports to schools prior to the completion of the 2012 school year.
   
v. Review and revise the 2009 School Coordinator’s Manual to provide relevant background information about the ACARA testing program, preparing students for the testing, and directions for tracking sampled students and test materials.
   
vi. Review and revise the 2009 Test Administrator’s Manual to provide information about supervising students during the testing sessions, the administrators script and record keeping of student participation.
vii. Print manuals, test booklets, and surveys, supply materials required for
the conduct of the practical tests and distribute, track and return all
assessment materials and data collection forms to and from schools.

viii. Provide a ‘1800’ telephone and email help desk contacts for schools to
clarify administration procedures.

f. Trial draft assessment instruments to assess the practicality of instruments,
and conduct a trial of all the proposed materials, including the student
survey, in a sample of Australian schools in 2011. Following the trial, the
Contractor is to provide a breakdown of the item analysis by student
background characteristics for consideration by the Review Committee
before the final item selection.

g. Review and revise trialled assessment instruments and marking keys
based on empirical evidence and feedback from ACARA’s Science Literacy
Review Committee.

h. Produce the final test forms which will be informed by the trial results. They
are expected to include a pencil and paper test and a practical task.

i. Co-ordinate and conduct the main sample testing and arrange for return of
completed tests.

j. Provide data entry and scoring of machine-readable test booklets and
marking of short answer responses and practical tasks.

k. Analyse student data, and provide descriptive and Rasch statistics related
to students and items, in particular:

i. Rasch Model statistics to include item-person maps, item difficulty
estimates, item fit estimates, Independent Curve Characteristic
including distracter curves where applicable, and Differential Item
function analysis including relevant Item Curve Characteristics

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

l. Electronically match individual student background data provided either
centrally by sectors, states and territories or by schools with student test
results.

m. Provide to schools selected in the national sample, group test results
identifying individual student results.

n. Revise Proficiency Level Descriptions based on 2012 empirical evidence.

o. The Contractor will provide an Equating analysis of students’ responses in
accordance with the equating design.
p. Provide a public report describing student achievement in science literacy against the proficiency scale and the national standard established during the previous science literacy assessments.

q. Provide a fully documented database and technical report describing the analysis procedures and technical quality of the testing program.

r. Provide school release materials that enable teachers to administer a subset of the tests under similar conditions and gauge their own students’ proficiency in relation to the national standard.

s. Provide key members of the Contractor's project team to conduct a one-day workshop for State and Territory representatives and other interested stakeholders on the procedures and findings of the national assessment of science literacy 2012.

t. Implement strategies to manage Intellectual Property effectively

u. Consult regularly with the ACARA Project Manager on contractual, financial, project management and measurement issues

v. Submit monthly written reports outlining progress on key deliverables and issues that have arisen, or exception reports as required in the event of unforeseen circumstances

w. 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 2012 assessment has been released by ACARA.

x. The Contractor is to provide copies of all materials, in both hard copy and electronically, to ACARA.

y. Securely store completed test booklets, and surveys for twelve months after completion of the main sample.

z. Provide a comprehensive project plan that incorporates a risk management strategy and monitors procedures and key deliverables during the project.

Project Specifications

Assessment Domain and Progress Map

2.2.2. The Contractor will review the empirical evidence from the previous NAP-SL assessments and, with advice from ACARA and the Science Literacy Review Committee, will review and revise the assessment domain and progress map for science literacy, to:

a. ensure greater internal alignment across the assessment domain, progress map and proficiency reporting levels, and

b. ensure greater external alignment with the national Statements of Learning – Science and to the extent that it is possible with the PISA scientific
literacy assessment for 15 year olds and TIMSS for Year 4 and Year 8 students.

2.2.3. The Contractor will provide a report with advice on the proposed revision for ACARA’s approval.

_Equating Design_

2.2.4. The common item methodology is expected to be used in the equating design that enables the proficiency of students in the 2012 assessment cycle to be compared to the previous NAP-SL cycles.

2.2.5. The equating design is to be documented and include implications for:
   a. the retention of and validity of secure items for equating; and
   b. the release of items for school use following each cycle of assessment.

2.2.6. One of the two pencil and paper tests and one of the two practical tasks from the previous NAP-SL assessments were kept secure for equating in 2006. Approximately half of the 2006 science literacy assessment items were kept secure for equating in 2009. The same proportion were kept secure in 2009. The previous cycles assessment materials used in 2009 and a selection of the new items from 2009 must be utilised in equating the instruments. These materials will be provided by ACARA to the Contractor.

_Sample of schools_

2.2.7. 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 design utilised for the national sample assessment for science literacy in 2009, and will give consideration to the impact of the sample testing on schools and on smaller jurisdictions such as the ACT and Northern Territory. However, contractors are encouraged to propose alternatives and/or improvements to the design used previously.

2.2.8. ACARA will consult with the 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.

   i. develop the overall sampling frame and draw the sample and replacement schools and students.

   ii. apply the standards utilised in 2009 with regard to:

   iii. school response rates

   iv. procedures for identifying replacement schools and students, in the event of non-responses, that each jurisdiction and sector must meet.
v. consult with State and Territory Liaison Officers to establish whether exclusions will be required due to involvement in NAP and other assessment programs.

vi. provide evidence that the final sample is representative of the subgroups to be reported as well as of government, Catholic and independent schools and students.

vii. notify ACARA, State and Territory Liaison Officers and schools of the final sample.

viii. calculate sampling weights for the sample, incorporating school selection probabilities, student selection probabilities within schools, and school and student non-response adjustments

ix. provide summary statistics regarding the quality of the data, such as school and student response rates, absentee and exclusion rates.

x. provide documentation of significant deviations from the sampling procedures that have the potential to cause significant bias in the results

**Development of Assessment Instruments**

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

2.2.10. The ownership of all successfully trialed items, including those omitted in the construction of the final test forms for 2012 NAP-SL will be transferred to ACARA. The contractor should provide for this condition in their costings.

2.2.11. The distribution of items across the assessment domain of Scientific Literacy (strands and major concept areas) should be informed by the 2009 NAP-SL Public and Technical Reports. Note that the final specification for the distribution of items will be confirmed by ACARA at the project initiation meeting.

2.2.12. The 2012 Objective Assessment will be developed using the Balanced Incomplete Booklet (BIB) design. The practical task will be developed as a separate component.

2.2.13. The Contractor will develop associated descriptors and marking keys for the test items and provide information about the coverage of assessment domain and reporting scale. All item meta-data will become the property of ACARA.
2.2.14. The Contractor is expected to make provision for electronic scanning and scoring of students' responses. Suitably qualified and persons are to be utilised to mark short and extended response questions and practical tasks.

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

2.2.16. Items will be considered by review panels comprising teachers and other professional personnel from all jurisdictions who are otherwise not involved in item development for NAP-SL. The reviews will be conducted online and face to face at key stages during the term of the Agreement. Item developers are expected to be responsive to advice provided by jurisdictional stakeholders. ACARA expects to be in a position to provide access to a secure online item review system for both items and stimulus material for evaluation and feedback on item suitability through comments and/or rating. The details will be discussed in due course of the project.

*Student Survey*

2.2.17. The Contractor will review the survey instrument to be administered to students concurrently with the 2012 assessment.

2.2.18. The student survey involves the collection of information on students' attitude to science and participation in science related activities. The survey was implemented for the first time as part of the 2009 science literacy assessment.

2.2.19. The Contractor will trial the survey and inform ACARA of its suitability for use in the 2012 national assessment.

*Administration Procedures*

2.2.20. The Contractor will be responsible for:

a. Coordinating and conducting the testing and related aspects of quality control, including the review of School Coordinator’s procedures, refining Test Administration procedures and the familiarisation and coordination of School Coordinators and Test Administrators with those procedures. These materials and procedures are to be based on the procedures developed for MCEECDYA’s 2009 national science literacy assessment.

b. Printing, distribution and tracking of School Coordinator and Test Administrator Manuals, student participation forms and student assessment
materials as well as the return of data collection forms and completed and incomplete student assessment materials.

c. The secure distribution and return of the assessment materials, manuals, data collection forms and completed and incomplete student assessment materials.

2.2.21. The following should be noted:

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

b. The Contractor will send all assessment materials, manuals, data collection forms and materials required for the administration of the tests directly to principals of schools or school contacts through the principal.

c. The Contractor will not be responsible for the provision of students’ pencils, erasers and calculators, if these are required, for the pencil and paper test.

d. The Contractor will be responsible for providing students with the resources needed for the conduct of the practical tasks.

e. To assure receipt of test material, the Contractor will provide to schools with the assessment materials, a ‘faxback’ receipt form to be returned by schools immediately upon receipt of materials.

f. The Contractor is responsible for providing a method of return of assessment materials that is free-of-charge to participating schools.

Preparation of School Coordinator’s Manual

2.2.22. An important element of the project is for the Contractor to develop a clear and comprehensive data collection and 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 in a timely fashion. The School Coordinator’s Manual should be based on revision of the manual used for the 2009 science literacy assessment and cover the standardised procedures, recording forms and instructional materials for data collection and test administration as follows:

a. background information about MCEEDYA’s agreement to monitor the Educational Goals for Young Australians and the implementation of this through a sample testing program in priority areas;

b. instructions for completing all data collection forms;

c. administrative steps involved in each data collection and test administration activity;
d. descriptions of allowable deviations in recording forms and procedures and the process for obtaining approval for such deviations;

e. data collection and test administration timelines;

f. requirements for test security and data confidentiality and security;

g. important sampling related details such as the target population and rules for including or excluding students;

h. instructions for selecting students to participate in the test;

i. instructions for notification by schools of the students selected for the test and the teacher responsible for administering the test;

j. advice about notifying school staff, parents and eligible students;

k. instructions for selecting and preparing an appropriate classroom for the assessments;

l. advice about preparing teachers for test administration;

m. instructions for arranging follow up testing sessions if needed, and

n. instructions for dealing with interruptions to the testing.

2.2.23. The School Coordinator’s Manual must describe the requirements regarding participation of individual schools and students agreed by ACARA for the national sample testing and the possible consequences if jurisdictions and schools do not reach these participation levels.

Preparation of Test Administrator’s Manual

2.2.24. It is essential that all schools follow the same testing procedures. Variations in the administration procedures of the test can have significant consequences in a study where comparative results are reported. One mechanism for ensuring that standardised testing procedures are followed is the provision of a comprehensive test administrator’s manual. The Contractor must review and revise as necessary the Test Administrator’s manual used in the 2009 science literacy assessment.

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

a. Record keeping of student participation. This involves recording any deviations from the student participation form, in particular, details of any student absences.

b. Giving instructions to students. At the start of the test, clear and uniform instructions must be given to students with regard to the strategies in answering the questions and the context of the study. Acceptable and unacceptable deviations will be presented to better fit the different situations that may be encountered in schools.
c. Alternative options for administering the practical components to accommodate the different ways schools organise resources.

d. Supervising the students – it is important that test administrators adopt standard behaviours in common situations that can occur during the testing session.

e. Monitoring the time allocation – it is important that the times allocated for the tests are adhered to.

_Student Assessment Booklets and Other Test Materials_

2.2.26. The Contractor will be responsible for printing, compiling and despatching all test materials. This may include printed booklets, stimulus materials, CD-ROMs and other storage media. The Contractor will ensure all the assessment materials are collected and returned by participating schools on completion of the testing.

2.2.27. Prior to the trial and the main assessment, the Contractor must provide information about the National Assessment Program and the national sample assessment in science literacy, to participating schools for distribution to students, in hard copy form. This information can be obtained from ACARA or the MCEECDYA website.

2.2.28. The Contractor is to provide three spare test booklets per class for both the trial and main assessment.

2.2.29. The Contractor is to store completed test booklets and survey questionnaires for twelve months after completion of the main test, at which time the Contractor must negotiate with ACARA regarding the number of booklets to be retained for quality assurance purposes (to enable a percentage of booklets to be cross marked in the 2015 assessment), and the remaining booklets are to be destroyed following final confirmation from ACARA.

_Test Administrators_

2.2.30. The Contractor may employ suitably qualified Test Administrators, however in most cases Test Administrators will be the students’ regular classroom teacher. It is possible that schools may choose the same person to act as both School Coordinator and Test Administrator.

2.2.31. The Contractor will be responsible for:

a. ensuring that Test Administrators are fully prepared for their role and have access to email and phone help desk advice needed to resolve issues that may arise during their preparation and the conduct of testing;
b. ensuring that Test Administrators employed by the Contractor in each State/Territory have the necessary clearances to work in schools with children and be able to verify that the clearances have been obtained; and

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

**Trialling**

2.2.32. The Contractor will revise the 2009 test administration manuals for administering the tests to a representative sample of students.

2.2.33. The Contractor will trial all proposed items in a sample of schools in late 2011 including trialing the proposed delivery, return and marking methods to be utilised in the national sample assessment in 2012. All items deemed successful at trial should be made available to ACARA in template form with relevant metadata attached. Each successfully trialed item should also be provided to ACARA as the latest version of Adobe InDesign.

2.2.34. The Contractor will organise the printing/compilation, distribution and return of trial test materials from schools, conduct data entry, analysis, and provide trial data on items, including the location of the Year 6 standard. The Contractor is responsible for providing a method of return of trial assessment materials that is free-of-charge to participating schools.

2.2.35. The Contractor is required to make sure that trial test administrators employed by the Contractor have the necessary clearances in each State/Territory to work in schools with children and be able to verify that the clearances have been obtained.

2.2.36. The Contractor will analyse the data from the trial and provide trial schools with feedback on student performance in a report format similar to those used in previous national assessments in science. ACARA will provide an example of the report used previously.

**Final Test Forms**

2.2.37. The final test forms will be informed by the trial results.

2.2.38. The final testing for individual students should take no longer than two hours, including reading time and covering both the paper and pencil test, the practical task and survey. Two alternate practical tests will be produced; students will do one of the two practical tasks.

2.2.39. It is anticipated that a subset of assessment materials will remain secure and be utilised for future equating. The use of secure materials will be informed by the equating design proposed in Project Specification items Error! Reference source not found.-2.2.6.
2.2.40. A set of school release materials not including any secure equating link items, will be made available to schools in a form that enables teachers to administer the materials under the same conditions as the sample tests and compare students' performances to the national standards. These materials are to be provided to ACARA ready for uploading on a website nominated by ACARA as complete documents.

Co-ordinate and conduct the main sample test

School Monitoring

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

2.2.42. The Contractor will be responsible for:

a. identifying, employing and training suitably qualified persons for the task of school monitoring, and

b. revising the Observation Schedule from MCEECDYA's 2009 national sample assessment. This will be available to Tenderers upon request from the officer named on the cover page of this request.

2.2.43. The data collected from the program of school monitoring will be collated into the technical report on the standards achieved by the testing program.

Marking, Coding and Data Entry

2.2.44. 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 trialling in light of the student responses collected during the sample testing and, if necessary, modify the rubrics. In addition, the Contractor will collate, code and analyse the data from the assessment material, student background questionnaires, material tracking forms, student participation forms and school monitoring forms.

2.2.45. The Contractor will develop procedures to ensure that a high degree of accuracy and reliability is achieved during the electronic scanning, marking and coding by hand, of student tests. The Contractor will provide appropriate quality control statistics attesting to this aspect in the technical report.
2.2.46. To maximise consistency and reliability in the marking of open-ended questions, at least 5 per cent of test booklets from the 2009 tests are to be re-marked.

**Analysis of Student Data**

2.2.47. 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 2012 and to equate the student performance to the established NAP-SL measurement scale.

2.2.48. Technical standards for MCEECDYA’s national sample assessments are to be applied to the analyses of the 2012 science literacy assessment. Refer to the 2009 NAP-SL Technical Report for further details of this requirement.

2.2.49. The Contractor is to provide copies of all data to ACARA to allow for parallel analysis.

2.2.50. Specifications of data analysis is to include:

a. 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

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

**Student Background Information**

2.2.51. MCEECDYA has 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 for Educational Goals for Young Australians. The strategy is for student background information to be collected by schools at the time of enrolment. Student background information required for monitoring and reporting student achievement is to be provided electronically by schools and linked to students’ test results.

2.2.52. ACARA requires the collection of student background information from schools or in jurisdictions where possible from central agencies. The Contractor is to utilise 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 2009 is available to Tenderers on request by contacting the Contact Officer in the RFT.

2.2.53. The Contractor is to make provision to electronically match individual student background information provided by sectors, States and Territories with individual student test results from the 2012 science literacy assessments and with the student survey responses.

Return of Information to Sample Schools and Students

2.2.54. The continued success of the MCEECDYA’s program to monitor the Educational Goals for Young Australians is in part dependent on schools' willingness to participate in the sample testing and engaging students with the tests. ACARA intends to provide schools and students participating in the sample assessment with information about their performance on the tests. For the schools and students this information will need to be returned before the completion of the 2012 school year. The Contractor will revise the format for reporting summary test information to schools and students used in the 2009 assessment, and provide these reports to schools prior to the completion of the 2012 school year.

Equating analysis

2.2.55. The Contractor will be responsible for analysing students' responses in accordance with the equating design outlined in Project Specification items Error! Reference source not found.-2.2.6. The Contractor will provide ACARA with information about the quality of the items used to link to previous NAP-SL assessments.

2.2.56. The equating must take into account the maintenance of the proficiency levels and the national standard for Year 6 science literacy asestablished in previous NAP-SL cycles.

2.2.57. Five levels of proficiency were established and described for reporting students’ scientific literacy from the previous assessments. The Contractor must revise item descriptions and proficiency reporting level descriptions using additional empirical evidence from the 2012 assessments.

Public Report on Students’ Science Literacy Proficiency

2.2.58. The Contractor will prepare a report describing students’ science literacy proficiency in 2012 longitudinal trends in students’ performance. The information will be presented using:

a. descriptive statistics (e.g. means, standard deviations, ranges to show the full spread of student proficiency, multiple comparisons, variances, standard errors);
b. the established proficiency levels and national standard for Year 6 science literacy; and

c. correlation, regression, multilevel analyses etc to show the relationships between proficiency and students’ background characteristics.

2.2.59. The Contractor may revise the format of the public report, however, enhancements and new sections such as those describing changes over time will need to be developed in consultation with ACARA.

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

2.2.61. ACARA will provide advice on the final draft report. On endorsement of the report by ACARA, the Contractor will prepare a camera-ready copy as well as electronic versions in both pdf and MS Word formats.

Fully documented database and school reports

2.2.62. The Contractor will also prepare a fully documented electronic database of the student data and the main statistics utilised in the construction of the public report. The database is expected to be utilised to equate student performances over time and by researchers undertaking approved investigations. The database should also contain all relevant meta-data for all items transferred to ACARA.

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

Technical Report

2.2.64. The Contractor will prepare a comprehensive technical report that documents the procedures and decisions that have been applied during the calibration of the science literacy scales and the preparation of the public report. The technical report will be critical to ensuring that Contractors conducting and equating future rounds of national science literacy assessments can replicate the analyses and statistics. Additionally, decisions with regard to the construction of the scale for 2009 that may have implications for scaling and equating in 2012 are to be documented. The technical report must include:

a. a description of marking procedures, electronic and manual marking processes, marker training procedures, quality assurance procedures, and relevant quality assurance statistics produced during the marking process;

b. quality assurance procedures used to check all data;

c. data coding rules, including the treatment of missing data and rules for counting and categorising student groups;

d. sampling weights;
e. replication procedures;

f. summary statistics, sampling errors and equating errors;

g. item and student statistics including the treatment of items and persons with poor fit statistics;

h. scaling and standards setting procedures;

i. equating procedures and decisions regarding the fit of common items and persons;

j. implications for scaling and equating the 2015 science literacy test; and

k. a summary of the technical standards achieved during the testing.

**School Release Materials**

2.2.65. The contractor is expected to construct School Release Materials as a single test available for schools after the National Sample Assessment that does not compromise the national comparison of performance over time. Such a test is expected to comprise items from the 2012 assessment and Items contained within previous School Release Materials. This should include the following materials for school use:

a. background information regarding the science literacy assessment project;

b. test administration manual;

c. test forms, including pencil and paper test/s and a practical task;

d. instructions for marking and comparing student results to the proficiency levels and the national standard;

e. relevant caveats regarding the use of the assessment materials; and

f. advice regarding assistance that may be available for teachers who use the materials.

2.2.66. The Contractor is to provide the school release materials in electronic forms;

a. suitable for uploading to the Internet and hence available for teachers to download, and

b. where appropriate in both pdf and MS Word formats.

**Workshop on assessment process and findings from the 2012 assessment**

2.2.67. The Contractor will provide for key members of the project team to be available to conduct a one-day workshop for State and Territory representatives and other interested stakeholders as soon as the public report from the 2012 assessment has been released by MCEECDYA. There will be no cost to the Contractor for stakeholder participation at the workshop.
**Intellectual Property Management**

2.2.68. The Contractor is to:

a. properly manage Intellectual Property including maintaining accurate records of all Existing Material and/or Third Party Material into Contract Material;

b. obtain all licences required to ensure Intellectual Property and Moral Rights are not infringed by use of the Contract Material by ACARA or any party authorised to use the Contract Material; and

c. maintain accurate records of all licences obtained from authors of original Material developed under the contract or from third parties including any fees paid and the extent of the rights granted under such licences.

d. Ensure that Intellectual Property rights obtained in third party materials are sufficient for a broad range of non-commercial purposes.

**Meetings**

2.2.69. The Contractor will be required to attend up to five face-to-face meetings with the Science Literacy Review Committee. These meetings will be organised by ACARA and held at a location agreed with the Contractor. The meetings will provide a forum for State and Territory representatives to review the draft assessment materials developed for the 2012 national assessment. In addition, ACARA will coordinate an item paneling session prior to the selection of the assessment materials for the 2012 assessment. The Contractor will only be responsible for the costs associated with their attendance at these meetings.

**Progress Reports**

2.2.70. Throughout the project, the Contractor will regularly consult with the Project Manager contractual and financial aspects and, also, in relation to the day-to-day management of the project and measurement issues. Written progress reports are to be submitted every month to ACARA outlining progress on the key deliverables and issues that have arisen. Exception reports are required in the event of unforeseen circumstances.

**Project Close-out Meeting**

2.2.71. 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 2012 assessment has been released by ACARA. The presentation will address all key aspects of the project as outlined below.

a. **Review of key stages of the NAP-SL project:**

   i. Assessment domain & progress map and test specifications

   ii. Sampling and equating
iii. Item development, copyright, item review
iv. Test support materials
v. Printing, packing, distribution and return of all materials
vi. Assessment – trial/main sample & student survey
vii. Marking and data entry
viii. Data capture/analysis
ix. Reporting to schools

b. NQM Observation schedule findings – feedback
c. Communication
   i. Approval/decision making points
d. Timeline – key project dates
e. Overall project evaluation

Provision of test materials for record keeping

2.2.72. The Contractor is to provide copies of all materials, in both hard copy and electronically, to ACARA.

Project Plan

2.2.73. The Contractor will, in consultation with ACARA, finalise the project plan submitted as a draft as part of its tender at Response Schedule 2, Attachment 3.

2.2.74. The Contractor will submit a draft of the Project Plan to ACARA for review within 10 Business Days of the Commencement Date. The Contractor will liaise with ACARA in relation to the draft Project Plan. The Contractor must amend the draft Project Plan to reflect any comments or issues raised by ACARA.

2.2.75. The Project Plan must be finalised within 15 Business Days of the Commencement Date.

3. Required Contract Material
(see clause 2.1.1.b)

The Contractor will provide ACARA with the following Material:

a. a report of the proposed revisions of the assessment domain, progress map and proficiency reporting levels summarising:
   i. improvements to the internal alignment across the assessment domain, progress map and proficiency reporting levels; and
ii. improvements to the external alignment with the Statements of Learning for Science and if possible the international assessments in science.

b. a proposal (report) for an equating design;

c. a national sampling frame providing a representative sample of schools and classes;

d. assessment materials, including marking keys, links to assessment domain and trial statistics;

e. a student background survey;

f. revised School Coordinator and Test Administrator manuals and school monitoring Observation Schedule;

g. School Coordinator and Test Administrator manuals and school monitoring Observation Schedule;

h. assessment materials and marking keys required for conduct of the full national assessment;

i. Student Assessment booklets and other test materials;

j. marked student responses to assessment items and coded responses for the national survey;

k. summary reports to sampled schools and identifying individual student results;

l. analysis of student responses, description of proficiency scale and provision of descriptive and Rasch Model and Classical Test Theory-based statistics;

m. technical report on the 2012 assessment;

n. public report on the 2012 assessment;

o. a fully documented national data base and electronic copies of all school reports; and

p. school release materials.

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 - May 2002
5. Commencement and Time-frame

(see clause 2.1.1.d)

**Commencement Date:**

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<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>End</th>
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</thead>
<tbody>
<tr>
<td>NAPSL 2012 Project</td>
<td>1/03/2011</td>
<td>21/06/2013</td>
</tr>
<tr>
<td>Project Start-up</td>
<td>1/03/2011</td>
<td>31/03/2011</td>
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<tr>
<td>Domain and Progress Map</td>
<td>1/03/2011</td>
<td>2/05/2011</td>
</tr>
<tr>
<td>Design Equating</td>
<td>2/05/2011</td>
<td>1/06/2011</td>
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<tr>
<td>Draw Sample</td>
<td>2/05/2011</td>
<td>31/05/2011</td>
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<td>Item Development - Practical Items</td>
<td>2/05/2011</td>
<td>20/07/2011</td>
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<td>Item Development - Discreet Items</td>
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<td>30/08/2011</td>
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<tr>
<td>Student Survey</td>
<td>3/03/2011</td>
<td>1/06/2011</td>
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<tr>
<td>Develop Online Item Review Systems</td>
<td>1/03/2011</td>
<td>26/08/2011</td>
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<td>Online Item Review</td>
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<td>20/09/2011</td>
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<td>Trial Preparation</td>
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<td>Trial - Student Survey</td>
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<td>Data Analysis</td>
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<td>01/12/2012</td>
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<td>Reporting to ACARA</td>
<td>1/02/2012</td>
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<td>Marking Guides Development</td>
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<td>Finalise test administration materials</td>
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<td>Main Sample Preparation</td>
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<td>Distribution of Test Forms</td>
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<td>Training of School Monitors</td>
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<td>18/03/2013</td>
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<td>Final Drafts Public Reports and Materials</td>
<td>3/04/2013</td>
<td>21/06/2013</td>
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<tr>
<td>Final Public Reports and Materials</td>
<td>23/06/2013</td>
<td>31/08/2013</td>
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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.

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 will be made on the earlier of acceptance of the specified deliverable by ACARA or 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)

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

8. Subcontractors
(see clause 2.3)

The Service Provide may subcontract the performance of parts of the Services as follows:

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<thead>
<tr>
<th>Part of the Services being subcontracted</th>
<th>Subcontractor</th>
<th>Additional conditions</th>
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</thead>
<tbody>
<tr>
<td>Research into [X]</td>
<td>Company A</td>
<td>Contractor is to ensure that Company A effects and maintains the following insurance: ^insert insurance requirement^</td>
</tr>
<tr>
<td>Printing of [Y]</td>
<td>Company B</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>

9. Specified Personnel
(see clause 2.4)

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:

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Milestone</th>
<th>Milestone Descriptor</th>
<th>% of Total Payment</th>
</tr>
</thead>
</table>
| FY010-11       | 1         | Finalisation of project plan, recommendations to ACARA and Science Literacy Review Committee for review of assessment domain and progress map  
Report delivered proposing equating design, sampling methodology and frame. Student background survey developed. | 20                 |
| FY011-12       | 2         | Present trial items and administration materials to ACARA and the Science Literacy Review Committee  
Report on item amendments from SLRC delivered  
Present trial analysis results to Science Literacy Review Committee including analysis of trial results by student background characteristics  
Deliver trial reports to schools | 20                 |
| FY12-13        | 3         | Main Sample Assessment, administration materials, marking guides prepared.                                                                                                                                              | 20                 |
| FY12-13        | 4         | Administration of main assessment and student survey, marking, data collection, analysis and delivery of summary reports to schools,  
Report generated with item performance statistics | 20                 |
| FY13-14        | 5         | Project Completion  
Delivery Public Report, Technical Report and School Release Materials (Electronic and Hardcopy), final database and CD containing student reports to ACARA (project completion) | 10                 |
| FY13-14        | 6         | Project Completion                                                                                                                                                                                                     | 10                 |
11. **Allowances and Costs**  
(see clauses 3.1.1.b & 11.1.3.c)  
Not applicable.

12. **Facilities and Assistance**  
(see clauses 3.1.1.d & 11.1.3.d)  
Not applicable

13. **Required ACARA Material**  
(see clause 4.1)  
NAP Science-Literacy school report 2009

14. **Use of ACARA Material**  
(see clause 4.1.3)  
ACARA Material may only be used for the purpose of the Project.

15. **Existing Material**  
(see clause 4.2.2)  
Not applicable.

16. **Copyright notice**  
(see clause 4.2.7)  
The copyright notice is set out below:  

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ACARA  
Level 10, 255 Pitt Street  
Sydney
17. **NSW 2000 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 4.4.1d:

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. 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**

Not applicable.

18. **Security Requirements**

(see clause 5)

The Contractor must comply with the Protective Security Policy Framework (PSPF).

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

(see clause 6.2.1.b)

Not applicable.
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  Michelle.robins@acara.edu.au
Facsimile  02 8098 3103

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

Physical address
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 negligence 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 by:

^Name of signatory^  Signature

In the presence of:

^Name of witness^  Signature of witness