PART A - CONTRACT AND SPECIFICATIONS

CONTRACT
CONTRACT IN RELATION TO NATIONAL ASSESSMENT AND SURVEYS
ONLINE PROGRAM, NATIONAL ASSESSMENT PROGRAM - LITERACY AND
NUMERACY ONLINE RESEARCH STUDY: TEST ADMINISTRATION FOR TRIAL
OF TAILORED TEST DESIGN (READING, WRITING, NUMERACY)

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

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 NATIONAL ASSESSMENT AND SURVEYS ONLINE PROGRAM, NATIONAL ASSESSMENT PROGRAM -- LITERACY AND NUMERACY ONLINE RESEARCH STUDY: TEST ADMINISTRATION FOR TRIAL OF TAILORED TEST DESIGN (READING, WRITING, NUMERACY)

Date

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

Parties

This Contract is made between and binds the following parties:

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

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

Context

This Contract is made in the following context:

A. ACARA requires the provision of certain consultancy services to administer tests, scan student responses, mark constructed responses and produce a pilot study report.

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

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

Operative Provisions

1. Interpretation

1.1. Definitions

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

ACARA includes any successor entity to ACARA which is from time to time responsible for administering this contract;
ACARA Material means any Material:
   a. provided by ACARA to the Contractor for the purposes of this contract; or
   b. derived at any time from the Material referred to in paragraph a;

Attachment means a document attached to the contract or incorporated by reference in the Schedule, and includes the Attachment as amended or replaced from time to time by agreement in writing between the parties;

Business Day (in a place) means a weekday other than a public holiday in the place specified or, if no place is specified, in the State or Territory specified in Item 25;

Commencement Date means the date on which this contract is made, unless otherwise specified in Item 5;

Confidential Information (of the Contractor) means information that is by its nature confidential and is described in Item 20.

Contract Material means any Material (including Existing Material and Third Party Material):
   a. created for the purposes of this contract;
   b. provided or required to be provided to ACARA as part of the Services; or
   c. derived at any time from the Material referred to in paragraphs a or b;

Existing Material means any Material in existence at the Commencement Date and specified in Item 15;

GST has the meaning that it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Instalment means the fee payable under clause 3.1.1.a and Item 10 in relation to a specified part or the whole of the Services;

Intellectual Property includes:
   a. all copyright (including rights in relation to phonograms and broadcasts);
   b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and
   c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,

but does not include:
d. Moral Rights;
e. the non-proprietary rights of performers; or
f. rights in relation to Confidential Information;

Material means any thing in relation to which Intellectual Property rights arise;

Moral Rights means the following non-proprietary rights of authors of copyright Material:
a. the right of attribution of authorship;
b. the right of integrity of authorship; and
c. the right not to have authorship falsely attributed;

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

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

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

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

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

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

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

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

and

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

### 1.2. Interpretation

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

a. words importing a gender include any other gender;

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

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

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

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

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

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

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

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

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

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

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

### 1.3. Guidance on construction of contract

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

1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.
1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.

1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Commencement

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

2. Provision of Services

2.1. Principal obligations of Contractor

2.1.1. The Contractor agrees to:

   a. perform the Services as specified in Item 2 as part of the Project and in accordance with the Project Plan;
   
   b. provide to ACARA the Material specified in Item 3;
   
   c. adopt relevant best practice, including any ACARA, Commonwealth or industry standards and guidelines including those specified in Item 4;
   
   d. comply with the time frame for the performance of the Services specified in Item 5; and
   
   e. submit invoices, and any required supporting documents, in the manner specified in Item 6.

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

2.2. Liaison with Project Manager

2.2.1. The Contractor agrees:

   a. to liaise with the Project Manager and other officers of ACARA as reasonably required and necessary to facilitate the successful implementation and completion of the Project;
   
   b. to comply with directions of the Project Manager that are consistent with this contract; and
   
   c. to report to the Project Manager on the basis agreed between ACARA and the Contractor in the Project Plan.

2.3. Subcontractors

2.3.1. The Contractor agrees not to subcontract the performance of any part of the Services without ACARA’s prior written approval.
2.3.2. ACARA may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.

2.3.3. ACARA has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified in Item 8.

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

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

2.4. Specified Personnel

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

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

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

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

2.5. Responsibility of Contractor

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

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

b. subcontracting of the Services;

c. acceptance by ACARA of Specified Personnel; or

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

3. Fees, allowances and assistance

3.1. Principal obligations of ACARA

3.1.1. ACARA agrees to:

a. pay the fees in the Instalments specified in Item 10;
b. pay the allowances and meet the costs specified in Item 11;  
c. make all payments as and when specified in Item 0; and  
d. provide facilities and assistance as specified in Item 12.

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

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

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

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

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

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

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

3.4. **Superannuation**

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

4. **Intellectual Property**

4.1. **Use of ACARA Material**

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

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

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

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

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

   a. any ACARA Material;
   b. any Existing Material; or
   c. any Third Party Material,

that is incorporated into the Contract Material.

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

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

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

4.2.6. The Contractor represents and warrants that:

   a. it is entitled; or
   b. it will be entitled at the relevant time,

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

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

4.3. **Intellectual Property Register**

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

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

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

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

4.4. Moral Rights

4.4.1. In this clause 4.4:

Permitted Acts means any of the following classes or types of acts or omissions:

a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;

b. supplementing the Contract Material with any other Material;

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

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

but does not include false attribution of authorship.

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

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

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

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

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

b. to ensure that each author’s attention is drawn to ACARA’s general policies and practices regarding Moral Rights as described in Item 17.
4.4.4. This clause 4.4 does not apply to any ACARA Material incorporated in the Contract Material.

5. Confidentiality of Official Information and other security obligations

5.1. Interpretation

5.1.1. In this clause 5:

- **Official 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
- Privacy
- Principle

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

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

   b. all applicable policies and procedures relating to occupational health and safety including those that apply to ACARA’s premises when using those premises.
13.1.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 13.1.1, the Contractor will comply with those policies and procedures that produce the highest level of health and safety.

13.2. **Audit and access**

13.2.1. The Contractor agrees:

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

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

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

a. ACARA providing reasonable prior notice;

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

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

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

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

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

13.3. **Insurance**

13.3.1. The Contractor agrees:

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

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

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

13.4. **Extension of provisions to subcontractors and Personnel**

13.4.1. In this clause 13.4:

**Requirement** means an obligation, condition, restriction or prohibition binding on the Contractor under this contract.
13.4.2. The Contractor agrees to ensure that:

a. its subcontractors and Personnel comply with all relevant Requirements; and

b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.

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

13.5. Conflict of interest

13.5.1. In this clause 13.5:

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

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

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

a. to notify ACARA immediately;

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

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

13.6. Relationship of parties

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

13.6.2. The Contractor agrees:

a. not to misrepresent its relationship with ACARA; and

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

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

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

13.8.  **Variation**

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

13.9.  **Assignment**

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

13.10. **Survival**

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

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

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

13.11. **Compliance with Legislation**

13.11.1. In this clause 13.11:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

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

13.12. **Applicable law**

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

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

13.13. **Access to documents**

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

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

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

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

1. Proposal

[To be completed following selection of the preferred Tenderer]

2. Services

(see clause 2.1.1.a)

2.1. Introduction

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

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

ACARA reports to, and is directed by, the Standing Council on School Education and Early Childhood (previously known as the Ministerial Council for Education, Early Childhood Development and Youth Affairs).

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

2.2. Background

2.2.1 National Assessment Program – Literacy and Numeracy

The National Assessment Program — Literacy and Numeracy (NAPLAN) is the main assessment program conducted by ACARA. Every year all Australian students in Years 3, 5, 7 and 9 are assessed in Reading, Writing, Language Conventions and Numeracy. The tests are equated longitudinally each year in order to ensure comparability of results from year to year, and to enable tracking of students’ results.

2.2.2 National Assessment and Surveys Online Program

The National Assessment and Surveys Online Program, under the Online Diagnostic Tools election commitment, is intended to develop capacity to deliver national assessments and surveys through an online environment.

This Program comprises three elements:

a. development, testing and delivery of a national online School Opinion Survey for deployment in 2013 at jurisdictional discretion (Element 1),

b. development, testing and delivery online of the 2013 National Assessment Program – Civics and Citizenship sample assessment (NAP-CC) (Element 2), and

c. planning and implementing a clearly defined assessment and reporting research agenda that will allow reporting to SCSEEC to December 2013 on issues and options for delivering NAPLAN online.
2.2.3 Trialling the tailored test design study: August 2013

ACARA has developed a comprehensive research agenda that will provide an evidentiary base for decisions concerning the transition of NAPLAN from a pen-and-paper test to a computer-based assessment. The research agenda consists of three studies: a pilot study, a trial study and a linkage study. ACARA conducted the pilot study in September to December 2012. The second stage of the research study focuses on the NAPLAN online test structure and data collection will occur in August 2013.

In the trial study, ACARA will conduct a field trial of three-stage, computer based tests, each consisting of six mutually exclusive item sets (testlets) (see Figure 1). All students within a year level and domain sample will complete Stage 1 (testlet A). Depending upon their responses to this testlet, in Stage 2, each student will be assigned one of two targeted testlets according to a branching rule. Testlet D consists of relatively more challenging items, while testlet B is comprised of less difficult items. A second set of branching rules will be used to assign testlets to students in Stage 3. Testlets F, E and C are comprised of hard, moderate and easy item sets, respectively. Each testlet is comprised of approximately one-third of the items that make up a complete NAPLAN test.

**Figure 1: Overview of proposed test design**

The main benefit of the tailored test design is that it provides better targeting of students relative to their ability. This is particularly important for assessing students at the upper end of the performance scale and amongst students at the lower end of the performance scale. The proposed design contains a testlet specifically designed to cater for needs of these students at each year level. The intention is not only to increase the measurement precision of assessments but also to increase the amount of information, based on response patterns, relating to potential sources of gaps in learning and/or problems that prevent these students from performing at expected levels.
2.2.4 Design of the tailored test research study

The study will be comprised of two parts:

1. Evaluation of the Tailored Test Design. This part will evaluate the proposed NAPLAN tailored test design through a comparison of student ability and item parameter estimates under branching and non-branching conditions. Data will be gathered by asking randomly assigned students to complete the online test using:
   - the full branching model. This model applies the branching rules to allocate students to the testlets within each pathway.
   - the fixed model. In this model students will be randomly assigned to a fixed test pathway. Each fixed pathway is available in the full branching model.

2. Calibration of the Newly Developed Testlets. The main purpose of this part is to establish the item/testlet parameters for a test bank that will be required for the next stage of the NAPLAN Online Research Program. This part will also provide valuable information and feedback on the item/testlet construction for the NAPLAN Online tests.
   - One testlet will be assigned to each sampled student as a fourth testlet. Care will be taken to match the difficulty of the un-calibrated testlet to that of the third testlet in the first part of the study. For example, if the third testlet for a sampled student is very easy (testlet C), an un-calibrated testlet C will be administered to that student.
   - This increase in the number of items over the traditional NAPLAN test should not present an undue challenge for students in Years 5, 7 and 9 and the extra testlet will be delivered seamlessly to these students. Year 3 students will need to be monitored for test-fatigue and may require a short break before being administered the fourth testlet.

2.3 Purpose

The purpose of this Contract is to engage a qualified and experienced Contractor to provide test administration, invigilation, marking and analysis of the August 2013 Reading, Numeracy and Writing trial in a sample of schools in Australia.

2.4 Work to be undertaken by other contractors

The provision of a system for item creation and review, test/testlet construction and review, and test delivery to support the overall delivery of the trialling study will be managed under a separate contract (Test Delivery System Contractor). The rendering of items/testlets into an online mode and the test delivery platform will be provided by ACARA and its item writing contractors.

The tailored test design study will also incorporate aspects of other planned research activities. During the tailored test design study ACARA will collect information about the extent to which the proposed tailored test design might provide adequate accommodations for students with educational disadvantage and how these students engage with the test in an online environment.

ACARA will conduct a study investigating options for future assessment of writing. ACARA will also conduct a study in the cognitive and behavioural
engagement of students with the proposed tailored test. A subset of schools from the trialling study sample will be selected to participate in the cognitive interviews. It is then anticipated that cognitive interviews will be conducted with ten students per test and per year level. This study will be managed under separate contracts for Reading, Numeracy and Writing (Cognitive Interview Contractor(s)).

2.4 Scope of project

The successful Contractor will be required to:

- provide a risk management and test security plan
- in collaboration with the Test Delivery System Contractor, set up the branching rules for each test session as directed by the Trial Study Design.
- provide a test sessions implementation plan which details quality assurance measures that will be taken to ensure that tests will be implemented as planned.
- develop a test administration manual to ensure all invigilators are fully aware of their responsibilities
- liaise with schools to finalise classes and students that will be tested and scheduling of test sessions
- liaise with schools to ensure that schools participating in the study have IT infrastructure that meets the minimum specifications
- in collaboration with the Test Delivery System Contractor, prepare student and school identities in the test delivery system
- liaise with Cognitive Interview Contractor(s) to schedule tests and facilitate access to students participating in the cognitive interviews
- in collaboration with ACARA and Cognitive Interview Contractor(s), coordinate communications to schools
- administer and invigilate the tailored tests in a defined sample of schools, as well as a subset of schools selected for the research into accommodations for students with educational disadvantage
- administer and invigilate Writing tests in a defined sample of schools
- provide a phone and email help desk for not less than three weeks duration to resolve issues that may arise during the conduct of the testing and cognitive interviews
- mark students’ constructed responses to Reading and Numeracy test items
- provide a report of the invigilators' test administration experiences
- outline a plan to provide feedback regarding contractual, financial and day-to-day-management aspects of the project and measurement issues, including a project close-out meeting
- provide progress reports and consult regularly with ACARA.

Role of the Contractor
The Contractor will be responsible for implementing the project objectives. The Contractor is expected to work in close collaboration with ACARA’s Project Manager at all stages of the project to ensure that the procedures and methodologies are consistent with the technical standards for SCSEEC’s national assessments and 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.

The Contractor will be required to:

2.4.1 Prepare the computer based tailored tests

The Contractor will enter the rules for each branching testlet in the test delivery system and thus various possible test forms available under the branching system. The Contractor will also prepare fixed test forms which will be delivered to a specified number of students from each class.

Table 1 contains a breakdown of the expected sample of 1400 students per year level across the two parts of the study. Arrows represent branching pathways and dash marks indicate fixed test sets.

<table>
<thead>
<tr>
<th>Study Component</th>
<th>Sample Size</th>
<th>Items/testlets parameters</th>
<th>Test Model</th>
<th>Test Pathway</th>
<th>Expected Sample per Test Pathway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study Part 1</td>
<td>700</td>
<td>calibrated</td>
<td>full branching model (FBM)</td>
<td>A⇒B⇒E</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A⇒B⇒C</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A⇒D⇒F</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A⇒D⇒E</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A⇒D⇒C</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>total</td>
<td>700</td>
</tr>
<tr>
<td>Study Part 2</td>
<td>700</td>
<td>calibrated</td>
<td>fixed model (FM)</td>
<td>A-B-E</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A-B-C</td>
<td>250</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A-D-F</td>
<td>250</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A-D-E</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>total</td>
<td>700</td>
</tr>
</tbody>
</table>

*The Sample Size illustrates the number of tests required per domain, per year level

The data file of responses will include an identifier denoting exactly which test pathway was administered to the student and whether the student was presented with the full branching or the fixed model.

2.4.2 Prepare for the delivery of computer based assessments in schools

A test administration manual will be developed by the Contractor to ensure all invigilators are fully aware of their responsibilities.

The Contractor will be required to ensure that sampled schools have IT infrastructure that meets the specifications provided by the Test Delivery
System Contractor. The Contractor will administer a Technical Readiness Test in all sampled schools. The Technical Readiness Test can be provided to schools to complete independently. Information and support materials regarding the Technical Readiness Test will be coordinated by the Contractor in collaboration with ACARA and the Test Delivery System Contractor. The platform for the Technical Readiness Test will be provided by the Test Delivery System Contractor.

The Contractor is required to create student and school profiles within the test delivery system and assign the correct test sessions to each school.

The Test Delivery System Contractor will provide training on the system for a limited number of invigilators appointed by the Contractor. Any additional training will be the responsibility of the Contractor.

The Contractor will work with ACARA and the Cognitive Interview Contractor(s) to coordinate communication to schools and inform schools of the testing that will be conducted at their school.

2.4.3 Administer and invigilate the tailored tests and Writing tests

The Contractor will be responsible for the employment of fully qualified and suitably experienced invigilators who are familiar with administering secure tests. A representative sample of Australian schools will be provided to the Contractor by ACARA.

A sample of students in Years 3, 5, 7 and 9 will complete the tests in fully invigilated conditions. It is anticipated that the sample will be drawn from metropolitan and regional schools.

<table>
<thead>
<tr>
<th>Year Level</th>
<th>Total number of students</th>
<th>Schools (providing one class per year level of 25 students)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reading and Numeracy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td>1,400</td>
<td>56</td>
</tr>
<tr>
<td>Year 5</td>
<td>1,400</td>
<td></td>
</tr>
<tr>
<td>Year 7</td>
<td>1,400</td>
<td>56</td>
</tr>
<tr>
<td>Year 9</td>
<td>1,400</td>
<td></td>
</tr>
<tr>
<td>Writing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td>1,000</td>
<td>40</td>
</tr>
<tr>
<td>Year 5</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>Year 7</td>
<td>1,000</td>
<td>40</td>
</tr>
<tr>
<td>Year 9</td>
<td>1,000</td>
<td></td>
</tr>
</tbody>
</table>

Each class will sit two tests (Reading and Numeracy) on the same day. Classes assigned to the Writing test will conduct two writing tasks as designated by the test design plan. The test design for Writing will be confirmed by ACARA after project initiation.

Invigilators will be required to create student identities and register students on the system before administering the tests. This will require that the invigilator has liaised with the school prior to the test day so that he/she has the required student details for registration.

Note to Tenderers: The sample will be confirmed during project initiation, and the final sample will be provided to the Contractor. Tenderers should use the following information as the basis for preparing their Tenders. ACARA reserves the right to alter the proposed sample.
2.4.4 Administer and invigilate the tailored test design in a sample of schools selected for the research into accommodations for students with educational disadvantage

For the purposes of this study, ACARA will focus on the following aspects which may contribute to educational disadvantage in relation to NAPLAN Online testing:

- schools in geographically remote locations;
- schools with a high indigenous population; and / or
- schools with a high proportion of students that have limited access to technology at school and / or at home.

The sample of schools and students to be used in the study will be provided by ACARA. It is anticipated that the majority of schools will be remote schools; however, some metropolitan schools will be included in the sample. The table reflects the estimated sample size:

<table>
<thead>
<tr>
<th>Year Level</th>
<th>Total number of students</th>
<th>Number of schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reading and Numeracy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td>60</td>
<td>20</td>
</tr>
<tr>
<td>Year 5</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Year 7</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Year 9</td>
<td>60</td>
<td></td>
</tr>
</tbody>
</table>

Each student is expected to complete tests from two different domains. It is anticipated that approximately 20 schools will be required to fulfil the sample; however, the number of schools required is dependent on the number of students available at each school and for each year level. It is assumed that up to 20 students per year level would participate in the study and where possible a school will contribute students from two year levels (Years 3 and 5, Years 7 and 9). However, this may not be possible in all circumstances due to school remoteness and student population size or other factors.

2.4.5 Mark the assessments administered in the pilot study

Item types include multiple-choice and short constructed response. The Contractor will be responsible for the marking of all Reading and Numeracy constructed response items. The numeracy open-ended items are single number or word responses. There are some short-response Reading items that will require professional marking.
The Example Tests on the ACARA NAP website (www.nap.edu.au) provide an indication of the actual numbers of each item type. However, the Numeracy tests at Years 7 and 9 will contain only 48 items each.

The proportion of items in each part of the study requiring human marking will be as follows:

- Part 1: 10% of approximately 256 items
- Part 2: 25% of approximately 256 items

The Contractor will develop procedures to ensure that a high degree of accuracy and reliability is achieved during the marking and coding by hand of computer-based test student responses. The Contractor must provide appropriate quality control statistics.

The Contractor will be responsible for the secure storage of complete raw data sets; and must ensure that these are made available to ACARA on completion of the project.

2.4.6 Provide a report of the invigilators’ test administration experiences

The Contractor is required to submit a summary report at completion of the project which includes responses from all invigilators outlining their test administration experiences.

The Invigilator Report should cover, but is not limited to, the below aspects:

- Test Session Report – capturing feedback from invigilators regarding their observations during each test session. Feedback would include topics such as:
  - Interaction with the teacher and the teacher’s understanding of the test
  - Reaction of students to the testing environment
  - Students confidence and interaction with IT equipment and the online test
  - Test incidents – e.g. IT / Technical issues, disruptions, test being abandoned
  - Test security
- Invigilator Report – capturing detailed feedback from invigilators of their observations of the tailored test and the test delivery method. Feedback would include topics such as:
  - School set up and preparation required by the invigilator
  - Logging on process
  - Time allocated to the test – including set up and logging on
  - Overall observations of the tailored test and the test delivery method.

The format and proposed content of the report will be agreed between ACARA and the Contractor.
3. Required Contract Material
(see clause 2.1.1.b)

The Contractor will be required to:

3.1 Provide a risk management and test security plan

The Contractor is required to submit a risk management and test security plan detailing how the test administration and test access, handling and security will be managed.

3.2 Provide a test administration manual

The Contractor is required to develop a test administration manual to ensure all invigilators are fully aware of their responsibilities.

3.3 Provide a summary report regarding the administration and invigilation of the pilot study

The Contractor is required to submit a summary report at completion of the project which includes responses from all invigilators outlining their test administration experiences.

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 - March 2011

Data Standards Manual Student Background Characteristics (ACARA, 2012)

5. Commencement and Time-frame
(see clause 2.1.1.d)

Commencement Date: 29 April 2013

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

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide progress reports and consult regularly with ACARA</td>
<td>6 May 2013</td>
<td>31 October 2013</td>
</tr>
<tr>
<td>Provide a risk management and test security plan</td>
<td>17 May 2013</td>
<td>17 May 2013</td>
</tr>
<tr>
<td>Event</td>
<td>Start Date</td>
<td>End Date</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Finalisation of sample</td>
<td>May 2013</td>
<td>May 2013</td>
</tr>
<tr>
<td>Communication with schools</td>
<td>3 June 2013</td>
<td>6 September 2013</td>
</tr>
<tr>
<td>Training on Test Delivery System by the Test Delivery System Contractor</td>
<td>June 2013</td>
<td>July 2013</td>
</tr>
<tr>
<td><em>Confirmed date to be agreed upon project initiation</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Readiness Test in schools</td>
<td>22 July 2013</td>
<td>9 August 2013</td>
</tr>
<tr>
<td>Finalisation of Test Administration materials</td>
<td>2 August 2013</td>
<td>2 August 2013</td>
</tr>
<tr>
<td>Administration of the trialling study*</td>
<td>12 August 2013</td>
<td>6 September 2013</td>
</tr>
<tr>
<td>Marking</td>
<td>9 September 2013</td>
<td>13 September 2013</td>
</tr>
<tr>
<td>Provide draft invigilation report</td>
<td>4 October 2013</td>
<td>4 October 2013</td>
</tr>
<tr>
<td>Provide final invigilation report</td>
<td>30 October 2013</td>
<td>30 October 2013</td>
</tr>
</tbody>
</table>

* Note: a shorter testing window, within this timeframe, of up to 3 weeks will be specified after selecting the sample.

6. **Invoicing and Payment**

(see clauses 2.1.1.e & 3.1.1.c)

**Invoices:**

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

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

a. the words “tax invoice” stated prominently;

b. the Contractor’s name;

c. the Contractor’s ABN;

d. ACARA’s name and address;

e. the date of issue of the tax invoice;

f. the title of this contract and the contract number or purchase order number (if any);
g. details of fees, allowances and costs including the items to which they relate;

h. the total amount payable (including GST);

i. the GST amount shown separately; and

j. written certification in a form acceptable to ACARA that the Contractor has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of the contract.

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

An invoice is not correctly rendered where:

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

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

All invoices must be addressed to the Project Manager.

**Payment**

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

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

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

7. **Project Manager**
   (see clause 2.2)

^To be completed following selection of the preferred Tenderer^.

The Project Manager is the person for the time-being holding, occupying or performing the duties of ^insert position^, currently ^insert name^, available on telephone number ^insert number^ or via the address and facsimile number set out in Item 21.
8. **Subcontractors**  
(see clause 2.3)

^To be completed following selection of the preferred Tenderer^  

The Contractor may subcontract the performance of parts of the Services as follows:

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

9. **Specified Personnel**  
(see clause 2.4)

^To be completed following selection of the preferred Tenderer^  

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

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

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

^To be completed following selection of the preferred Tenderer^  

**Instalments:**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Date</th>
<th>Payment $AUD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Finalisation of Test Administration materials</td>
<td>2 August 2013</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Secure invigilation and administration of trialling study and provision of marking data</td>
<td>13 September 2013</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Provision of final Invigilation Report</td>
<td>30 October 2013</td>
<td></td>
</tr>
</tbody>
</table>
11. **Allowances and Costs**  
(see clauses 3.1.1.b & 11.1.3.c)  
^To be completed following selection of the preferred Tenderer^.

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

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

14. **Use of ACARA Material**  
(see clause 4.1.3)  
ACARA Material may only be used for the purposes of providing the Services.

15. **Existing Material**  
(see clause 4.2.2)  
^To be completed following selection of the preferred Tenderer^.

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

> © 2013 [or appropriate year] Australian Curriculum, Assessment and Reporting Authority (ACARA).

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ACARA  
Level 10, 255 Pitt Street  
Sydney
17. **Moral Rights**

(see clause 4.4)

**Permitted Acts**

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

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

**ACARA policy on Moral Rights**

None specified.

18. **Security Requirements**

(see clause 5)

No additional security requirements specified.

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

(see clause 6.2.1.b)

None specified.
20. Contractor's Confidential Information
(see clause 8)

(a) Information contained in contract:

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

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

Physical address Level 10, 255 Pitt Street, Sydney, NSW 2000
Postal address Level 10, 255 Pitt Street, Sydney, NSW 2000
Email info@acara.edu.au
Facsimile 1300 995 468

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

Physical address
Postal address
Email
Facsimile
23. **Insurance**  
(see clause 13.3)  
Required insurance:  
\begin{itemize}  
\item a. workers’ compensation as required by law;  
\item b. public liability insurance to a value of $10 million; and  
\item c. professional indemnity insurance to a value of $5 million.  
\end{itemize}  

24. **Applicable Legislation**  
(see clause 13.11.3)  
See AGS Fact Sheet: *Commonwealth legislation that may apply to Australian Government contractors*, available at:  


25. **Applicable Law**  
(see clause 13.12)  
New South Wales
Signatures

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


^Name of signatory^  
Signature

In the presence of:


^Name of witness^  
Signature of witness

SIGNED for and on behalf of [insert] by:


^Name of signatory^  
Signature

In the presence of:


^Name of witness^  
Signature of witness