CONTRACT

CONTRACT IN RELATION TO THE PSYCHOMETRIC AND STATISTICAL ANALYSIS FOR THE TRIAL OF THE TAILORED TEST DESIGN

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 PSYCHOMETRIC AND STATISTICAL ANALYSIS FOR THE TRIAL OF THE TAILORED TEST DESIGN

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 conduct the psychometric and statistical analysis of data for the National Assessment and Surveys Online Program (NASOP) August 2013 trial (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 means the date on which this contract is made, unless
Date 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;

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;

**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;

**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 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 6;

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 3.

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 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 6 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.

13.13. **Access to documents**

13.13.1. In this clause 13.13, ‘document’ and ‘Commonwealth contract’ have the same meaning as in the *Freedom of Information Act 1982* (Cth).
13.13.2. The Contractor acknowledges that this agreement is a Commonwealth contract.

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

13.13.4. 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

<table>
<thead>
<tr>
<th></th>
<th>Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[To be completed following selection of the preferred Tenderer]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(see clause 2.1.1.a)</td>
</tr>
</tbody>
</table>

## 2. 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 (Element 3).

2.2.3. Trialling the tailored test research study

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 easier, 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.

![Diagram of test design](image)

Figure 1: Overview of proposed test design

It is expected that this tailored test design will provide better estimates of student proficiency than the traditional linear test design and yield richer, diagnostic information that could guide future learning. To test this expectation, the trial study will include fixed test sets which will be randomly assigned to a sample of students.

The following research questions will be addressed in this study:

1. Was there a difference in the measurement, and the accuracy of those measurements, between students who completed the tailored and non-tailored tests?
2. Were the students assigned to the most appropriate testlets in Stages 2 and 3?
a. Is there evidence of misdirection?

b. If so, what are the probable causes of that misdirection and how might these causes be mitigated or negated in the future?

3. Are there pathway effects on item parameters?

4. What are the item locations of the newly-developed items?

Allied to these questions will be an evaluation of each testlet and branching rules. The former will require an exploration of the testlet information functions and boundaries, and the latter of the student location with respect to testlet information functions. Additionally, for those items which have already been calibrated under paper-and-pen conditions, mode effect studies will be conducted.

This study will be conducted with a random sample of Years 3, 5, 7, and 9 students in Reading and Numeracy. The testlets will consist of newly-developed items as well as items with known locations. Vertical item-based links will be used within each domain to enable the placement of students and items onto a common domain scale. The inclusion of pre-calibrated items provides scope for the future investigation of linking existing NAPLAN scales with computer-based scales.

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 this part.

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

**Table 1: Trial Study Design Overview**

<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 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.

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

### 2.3. Purpose

The purpose of this Contract is to engage a qualified and experienced Contractor to conduct the analyses of data from the trial. The analyses will be comprised of classical test and item response theory analyses and will address the study questions.

The Contractor will be required to analyse trial data provided by ACARA. The data will include student identifiers and their responses to items. The Contractor will not be responsible for the implementation of the online delivery of the trial.

### 2.4. Scope of project

The Contractor will be given data files of student responses, branching decision rules and other information including item statistics for previously calibrated items, code frames and data file specifications by ACARA. The Contractor is
required to show evidence of sound quality assurance processes and is specifically asked to conduct parallel analyses. The Contractor will be required to undertake the following:

i. Data checking and cleaning
ii. Item analysis and calibration
iii. Evaluation of the tailored-test design
iv. Evaluation of vertical scaling under the tailored-test design
v. Provision of an analysis report
vi. Provision of a technical report

Detailed requirements for each process are provided below.

2.4.1. Data checking and cleaning

The Contractor is required to check for adherence to data collection and coding protocols and if necessary, clean all data files in accordance with advice from ACARA. The marking and coding of all constructed response items is the responsibility of the Test Administrator Contractor.

2.4.2. Evidence of Quality Assurance Processes

The Contractor is required to provide evidence of quality assurance processes for all psychometric analyses and provide names and roles of all personnel involved in these processes. The Contractor is also required to complete ACARA supplied parallel processing forms, providing details of the software used, syntax files, and input and output files.

2.4.3. Item analysis and calibration

The measurement model implemented in NAPLAN is the Rasch Model. The Contractor is required to undertake the following by implementing estimation procedures suitable for the estimation of item and person parameters under the multi-branching test design (details of which will be provided to the successful Contractor):

- Analyse the responses from students who undertook each test format (full branching or fixed model) using the Rasch model and Classical Test Theory to estimate item characteristics (e.g. location, fit and standard error estimates). Items that were administered to students but which were omitted should be treated as ‘not administered’ if the omitted responses are at the end of the testlet and the student did not reach the item(s) in the allowed time. Additionally, the analyses should be conducted treating omitted responses as incorrect. The analyses should:
  - Compare the supplied pen-and-paper item statistics for previously calibrated items with those estimated in this study.
• Compare the item locations, fit and other psychometric properties of a testlet completed by students taking different test pathways.

• Produce analyses of differential item/testlet functioning with respect to gender, year level (for vertically linked items), test pathway, and other factors as deemed important by ACARA.

  ▪ Produce item analysis files, and graphs of item characteristic curves, graphs of multiple-choice distractor performance and targeting of items for each year level and testlet for students.

  ▪ Produce testlet information functions and raw-score equivalency tables for each testlet and each test pathway.

  ▪ Provide an outline of the protocols for examining the performance of items and tests.

  ▪ Provide comments and recommendations regarding items that did not perform to agreed psychometric standards.

2.4.4. Evaluation of the tailored-test design

The Contractor is required to:

  ▪ Compare students who undertook the full branching and fixed forms of the tests to investigate person statistics including person fit and the magnitude of the errors associated with person ability estimates.

    ▪ Investigate the incidence of students who exhibited ‘floor’, ‘ceiling’ and person misfit under branching and non-branching conditions.

    ▪ Compare person location, person fit and measurement error estimates of students under full branching and fixed conditions.

  ▪ Evaluate the assignment of students to testlets for Stages 2 and Stage 3 and the appropriateness of the branching rules.

2.4.5. Evaluation of vertical scaling under the tailored-test design

Vertical scaling is conducted using the common items methodology. A proportion of items will be included in testlets A, B, D and E at two successive year levels. The Contractor is required to:

• Locate all students and items on the same (Year 5) scale

• Compare the locations of link items.

• Evaluate the veracity of the vertical scaling under the tailored-test design

• Outline protocols for examining performance of link items
Note that the above are minimum outputs. The analysis of data for the tailored test study trial is not limited to these. Other outputs may be negotiated with the Contractor by ACARA.

A further important requirement is that the Contractor must conduct the analysis of data in a transparent manner and that all work will be completed and delivered on time according to the agreed timeline, unless negotiated in advance with ACARA.

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

The Contractor will be required to:

3.1. **Provide a management and security plan**

The Contractor is required to submit a risk management and security plan, including incident management procedures and response plans, detailing how system access, security and unscheduled downtime will be managed.

3.2. **Provide an Analysis Report**

The Contractor is required to prepare a detailed report of the results of the analysis, and discuss any psychometric issues related to the tailored test design used in the trial, and make recommendations for future branching designs and online delivery, in general.

3.3. **Provide a Technical Report**

The Contractor is required to produce a technical report and a fully documented database. The content of the technical report and the database should be of such a scope and level of detail that independent replication of all analyses could be successfully conducted. The report must provide details of the quality assurance procedures used for the analyses.

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), as updated from time to time
5. **Commencement and Time-frame**  
*(see clause 2.1.1.d)*

**Commencement Date:** 10 May 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.

**Time-frame:**

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project initiation meeting</td>
<td>10 May 2013</td>
<td>10 May 2013</td>
</tr>
<tr>
<td>Provision of management and security plan</td>
<td>24 May 2013</td>
<td>24 May 2013</td>
</tr>
<tr>
<td>Provision of code frames, data dictionaries by ACARA</td>
<td>23 July 2013</td>
<td>23 July 2013</td>
</tr>
<tr>
<td>Provision of student response data by ACARA</td>
<td>2 Sept 2013</td>
<td>16 Sept 2013</td>
</tr>
<tr>
<td>Provision of initial analysis by Contractor</td>
<td>16 Sep 2013</td>
<td>04 Oct 2013</td>
</tr>
<tr>
<td>Provision of Technical Report, including all associated scripts and data files</td>
<td>25 Nov 2013</td>
<td></td>
</tr>
</tbody>
</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

i. 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 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)

^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:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Date</th>
<th>Payment $AUD</th>
</tr>
</thead>
</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 purpose of the Project.  

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).  

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

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

ACARA  
Level 10, 255 Pitt Street  
Sydney  

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

**Permitted Acts**  

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

a. use of the Contract Material for advertising or promotional purposes of any kind;
b. incorporating the Contract Material into a website, other assessments or as part of a professional development program;

c. use of the Contract Material in tests and test items including without attribution of the authors of that Material;

d. editing, contextualising, summarising or truncating the Contract Material for use in tests and test items including without attribution of the authors of that Material or reference to editing of the Material;

e. associating an item of Contract Material with similar or different items of Contract Material;

f. use by State and Territory education authorities including the Contract Material in workshop presentations, posters, and other teacher professional development materials; and

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

**ACARA policy on Moral Rights**

Not applicable.

18. **Security Requirements**

(see clause 5)

No additional security requirements.

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)

<table>
<thead>
<tr>
<th>Physical address</th>
<th>Level 10, 255 Pitt Street, Sydney, NSW 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postal address</td>
<td>Level 10, 255 Pitt Street, Sydney, NSW 2000</td>
</tr>
</tbody>
</table>

Email

Facsimile

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

Physical address

Postal address

Email

Facsimile

23. **Insurance**  
(see clause 13.3)

Required insurance:

a. workers’ compensation as required by law;

b. public liability insurance to a value of $10 million; and

c. professional 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 [insert] 
by: 

__________________________________
^Name of signatory^  Signature

In the presence of:

__________________________________
^Name of witness^  Signature of witness