PART A - DRAFT CONTRACT

DRAFT CONTRACT

DRAFT CONTRACT IN RELATION TO THE PROVISION OF ASSURANCE AND RELATED ACCOUNTING SERVICES FOR THE COLLECTION OF 2012 AND 2013 SCHOOL FINANCIAL DATA FOR REPORTING ON MY SCHOOL IN 2014 AND 2015

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

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

Tenderers should refer to PART B – REQUEST FOR TENDER (INCLUDING TENDER RESPONSE SCHEDULES) which sets out the conditions of tender and tender response requirements.
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DRAFT CONTRACT IN RELATION TO THE PROVISION OF ASSURANCE AND RELATED ACCOUNTING SERVICES FOR THE COLLECTION OF 2012 AND 2013 SCHOOL FINANCIAL DATA FOR REPORTING ON MY SCHOOL IN 2014 AND 2015

Date

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

Parties

This Contract is made between and binds the following parties:

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

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

Context

This Contract is made in the following context:

A. ACARA requires a Contractor to conduct the provision of Assurance and related Accounting services for the collection of 2012 and 2013 My School Financial Data from jurisdictions for reporting on the My School website in 2014 and 2015.

B. The Contractor has fully informed itself about the requirements 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 means a weekday other than a public holiday in the place
specified or, if no place is specified, in the State or Territory specified in Item 25;

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

ACARA Material means any Material:

a. provided by ACARA to the Contractor for the purposes of this contract; or

b. derived at any time from the Material referred to in paragraph a;

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

Contract Material means any Material (including Existing Material and Third Party Material):

a. created for the purposes of this contract;

b. provided or required to be provided to ACARA as part of the Services; or

c. derived at any time from the Material referred to in paragraphs a or b;

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

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

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

Intellectual Property includes:

a. all copyright (including rights in relation to phonograms and broadcasts);

b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and

c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,

but does not include:

d. Moral Rights;

e. the non-proprietary rights of performers; or

f. rights in relation to Confidential Information;

Material means any thing in relation to which Intellectual Property rights arise;
SCSEEC means the Standing Council on School Education and Early Childhood (formerly the Ministerial Council for Education, Early Childhood Development and Youth Affairs (MCEECDYA)) comprised of Commonwealth, State, Territory and New Zealand Ministers with responsibility for school education and early childhood development and includes any successor or replacement body with the same or similar functions;

Moral Rights means the following non-proprietary rights of authors of copyright Material:

a. the right of attribution of authorship;

b. the right of integrity of authorship; and

c. the right not to have authorship falsely attributed;

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

Personnel means:

a. in relation to the Contractor - any natural person who is an officer, employee, agent or professional advisor of the Contractor or of its subcontractors; and

b. in relation to ACARA - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of ACARA.

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

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;

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.

2.6. **ACARA Option**

2.6.1. At any time prior to completion of the Project, ACARA may, but is under no obligation to, issue to the Contractor a notice to extend the Contract for the provision of these assurance and accounting services in support of its conduct of the publication of the 2014 Financial Data for My School 2016 (Option Notice).

2.6.2. The Option Notice must contain:

   a. a description of the Services required;
   
   b. a time frame for performance of the Services; and
   
   c. ACARA’s proposed fees.

2.6.3. After receiving the Option Notice, the Contractor will notify ACARA if it accepts extension of the Contract.

2.6.4. If the Contractor accepts extension of the Contract, the Contract will be extended on the same terms and conditions as this Contract except:
a. the Services required in Item 2 will be amended to reflect the Option Notice (or as otherwise agreed between the parties);

b. the time frame for the performance of the Services specified in Item 5 will be amended to reflect the Option Notice (or as otherwise agreed between the parties);

c. the Fees specified in Item 10 will be amended to reflect the Option Notice (or as otherwise agreed between the parties); and

d. this clause 2.6 is deleted.

2.6.5. If the Contractor does not respond to the Option Notice within 14 days of receiving the notice, or such other period as ACARA in its absolute discretion allows for acceptance, then this will be treated as notification by the Contractor to ACARA that the Contract will not be extended.

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 0;

c. make all payments as and when specified in Item 6; and

d. provide facilities and assistance as specified in Item 12.

3.2. ACARA’s rights to defer payment

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

3.3. Taxes, duties and government charges

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

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

3.3.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. **Superannuation**

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

4. **Intellectual Property**

4.1. **Use of ACARA Material**

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

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

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

4.2. **Rights in Contract Material**

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

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

   a. any ACARA Material;
   
   b. any Existing Material; or
   
   c. any Third Party Material, that is incorporated into the Contract Material.

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

4.2.4. The Contractor grants to (or will procure for) ACARA a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, distribute and communicate any Third Party Material in conjunction with the Contract Material for any 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
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 members of Standing Council on School Education and Early Childhood (SCSEEC) and senior officials within Commonwealth, State or Territory departments of education, early childhood development and youth affairs, where this serves 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 0 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. Work 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 work health and safety, including in relation to consultation, representation and participation; and

all applicable policies and procedures relating to work 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:
13.2.2. The rights referred to in clause 13.2.1. are subject to:

a. ACARA providing reasonable prior notice;

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

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

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

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

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

13.3. Insurance

13.3.1. The Contractor agrees:

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

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

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

13.4. Extension of provisions to subcontractors and Personnel

13.4.1. In this clause 13.4:

Requirement means an obligation, condition, restriction or prohibition binding on the Contractor under this contract.

13.4.2. The Contractor agrees to ensure that:

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

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

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

13.5.1. In this clause 13.5:

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

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

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

a. to notify ACARA immediately;

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

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

13.6. **Relationship of parties**

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

13.6.2. The Contractor agrees:

a. not to misrepresent its relationship with ACARA; and

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

13.7. **Waiver**

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

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

13.8. **Variation**

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

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

13.10. **Survival**

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

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

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

13.11. **Compliance with Legislation**

13.11.1. In this clause 13.11:

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

13.11.2. The Contractor agrees to comply with any Legislation applicable to its performance of this contract.

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

13.12. **Applicable law**

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

13.12.2. The parties submit to the jurisdiction of the courts of that State or Territory.
THE SCHEDULE - CONTRACT DETAILS

1. Proposal

[To be completed following selection of the preferred Tenderer]

2. Services

(see clause 2.1.1.a)

2.1. Introduction

The My School website provides profiles of almost 10,000 Australian schools that can be searched by school location, sector or name. The website provides statistical and contextual information about each school, as well as results from the National Assessment Program—Literacy and Numeracy (NAPLAN) that can be compared with results from schools serving students from statistically similar backgrounds across Australia. Information about the National Assessment Program can be found on the NAPLAN website (see www.naplan.edu.au).

My School is administered by the Australian Curriculum, Assessment and Reporting Authority (ACARA). ACARA is the Australian Government statutory authority responsible for collecting and reporting data on Australian schools, administering national assessments in literacy and numeracy and developing a national curriculum.

The My School website provides an opportunity for everyone to learn more about Australian schools, and for Australian schools to learn more from each other. It contains a set of quality data that teachers, schools, parents and the wider community can use, along with other information, to help ensure that every child in every classroom receives a high quality education.

Specifically, visitors to My School can expect to find information about each school’s student population, the average achievement of students in NAPLAN, an indication of student gain over time, as well as school financial data, comparable across all Australian schools.

Schools, teachers, parents and the community can use the information on My School to:

• access information about a school, using nationally consistent indicators
• compare the achievement of students in a school with the average achievement of schools serving students from statistically similar backgrounds and all schools in Australia
• identify and learn about high performing schools, including schools in which significant student progress is demonstrated
• gain a broader understanding of the performance of schools in a local community.

Visitors to My School can navigate the website via four menu items:
2.2. Background

Each school has a profile page on My School which includes:

- a short description of the school
- school facts that include information about school sector, type and total enrolments
- numbers of teaching and non-teaching staff
- summary of school financial information
- a link to the school’s website and, where applicable, a link to the website of the school sector or system to which the school belongs
- school-level data about students’ backgrounds
- a school’s value on the Index of Community Socio-Educational Advantage (ICSEA)—the index used to identify schools with statistically similar student cohorts
- student enrolments and attendance
- senior secondary school outcomes.

Financial data are displayed for each school. These data include recurrent income—the amount of income available to support the operation of the school—as well as capital expenditure.

2.3. Purpose

The My School website reports information on each school’s recurrent income and capital expenditure for each calendar year.

Information on recurrent income is presented as both a total amount and as income per student. The per student calculations use enrolment figures collected from the annual school census which provides a snapshot of student numbers on census day and supplemented with additional enrolment information, where appropriate, in respect of children below Year 1 minus 1 who have contributed income to the school. The per-student calculation is presented to provide additional contextual information on the relative size of the school. It should not be assumed that each category of income reported on My School relates to every student at the school.

The purpose of the tender is to obtain independent accounting advice regarding Reporting Entities’ collection and development of their data and that this reconciles with their accounting records and is in accordance with the ACARA Finance Methodology which is published on the ACARA My School web site.
The Contractor will provide ACARA with a signed letter outlining the Quality Assurance compliance of each jurisdiction to the *My School* Finance Methodology.

2.4. **Scope of services**

**Application of generic assurance plan to be applied to each Reporting Entity**

The following entities (the “Reporting Entities”) are expected to report 2012 and 2013 financial data to ACARA in relation to Australian schools for the purposes of disclosure on the *My School* website in 2014 and 2015, respectively:

- Department of Education and Communities (NSW)
- Education and Training Directorate (ACT)
- Department of Education and Children’s Services (NT)
- Department of Education, Training and Employment (QLD)
- Department of Education and Child Development (SA)
- Department of Education Tasmania
- Department of Education and Early Childhood Development (Victoria)
- Department of Education (WA)
- Entities providing school education independent from government education authorities collectively referred to as “Non-Government Schools” – via their reporting obligations to the Department of Education, Employment and Workplace Relations (“DEEWR”). These include:
  - Independent Schools administered by the following Catholic Education Commissions:
    - Queensland Catholic Education Commission
    - Tasmanian Catholic Education Commission
    - South Australian Commission for Catholic Schools
    - Catholic Education Commission of New South Wales
    - Catholic Education Commission, Archdiocese of Canberra and Goulburn
    - Catholic Education Commission of Victoria Ltd
    - Catholic Education Council of the Northern Territory
    - Catholic Education Commission of Western Australia

The Contractor is required to perform assurance procedures to test the compliance of the Reporting Entities’ instructions for the collection of financial data by schools for the purpose of disclosure on the *My School* website as set out in the Finance Data Working Group (FDWG) reporting methodology.

**a) Government Sector testing**

The scope of testing should incorporate:

i) **Source of Funding testing**

- Test that the method used to calculate the split of income between Commonwealth and State is compliant with the Methodology and that
Commonwealth and targeted funding is traced to appropriate source records (eg G/L or treasury receipts).

- Test that assumptions made in relation to the source of school level capital expenditure are materially accurate.
- Consider whether the allocation of each material type of expenditure has been made to the appropriate source.

ii) Department level testing
- Test that department expenditure used to calculate notional income is complete by either:
  - Obtaining complete G/L at department level and checking that expenditure treated as “out of scope” either does not relate to school related activities or is specifically scoped out under the Methodology; or
  - Where work papers have been aggregated from different sources rather than extracted directly from the G/L by:
    - Tracing work papers back to source systems (eg payroll system, fixed asset data base, excel spreadsheet etc) in total and for a sample to check that the data used in the worksheets has been extracted from the department’s records in an accurate manner on a ‘by school’ basis and in total; and
    - Reconciling total expenditure per My School work papers to total in scope expenditure per department G/L and/or other appropriate source (eg financial statements).
- Recalculate the allocation of expenditure across schools for all material categories of expenditure (including tracing the total expenditure amounts allocated back to source records).
- Test the integrity of the cost drivers (eg student enrolments) by tracing in total and for a sample back to source records (eg enrolment data provided by ACARA).
- Consider the appropriateness of the cost drivers used to allocate expenditure by school.
- With reference to excluded items under the Methodology, test that all material out of scope expenditure has been eliminated on a reasonable basis from total expenditure used to estimate notional income.
- Review any other adjustments made to the data (eg use of notional estimates of employee entitlements) and consider whether the treatment is materially compliant with the Methodology.
- Test whether reporting entities have included all in scope schools in their reported data.
- Consider the treatment of merged schools, closed schools, recently opened schools, campus schools – in accordance with the Methodology.
- Where allocation matrix has been used, test method of application on a sample basis.

iii) School Level testing
- Where schools submit annual financial statements (“AFS”) to the department, test a sample of schools back to those AFS for integrity.
• Where possible trace the total school sourced income to source records, or if not possible increase sample size of testing to individual school AFS.
• Consider whether all school sourced income has been included (e.g., all private income) and if not whether amounts excluded are material.

iv) Sector data set testing:
• Reviewing ratios and outliers appearing in each of the jurisdictional data sets. Part of the core assurance testing necessary to identify unusual output trends and anomalies in each jurisdiction.
• Analyse the output of the data collection process including considering:
  o Causes of any negative amounts in any categories
  o Proportion of total deductions to private income
  o Ratios of Commonwealth to State
  o Ratios of total deductions to gross income
  o Trends across jurisdictions
  o Investigating outlying schools across all jurisdictions
  o Stratifying the population to identify material anomalies
  o Other analysis as deemed appropriate
• Obtain detailed working papers prepared by each Reporting entity.
• Test that working papers tie to data reported to ACARA

Formal written advice to ACARA on the outcome (success or otherwise) of individual testing components is required.

b) Non Government Sector testing
  b (i) Independent sector

Testing of data is expected to include:

• Testing the formula used to aggregate *My School* data from raw DEEWR Financial Questionnaire (FQ) data provided by DEEWR, by performing the aggregation process for all schools.
• Testing that the formula for aggregating the FQ data is in accordance with the Methodology.
• Checking that any subsequent changes made by schools to the FQ are accurately processed in the *My School* data file.
• Reviewing the output of the aggregation in accordance with analytic testing listed above.
• Assisting ACARA in resolving anomalies arising as a result of errors or misinterpretations in completion of the FQ by schools.

No testing back to individual school's financial statements is planned to be performed. The source data is considered to be the FQ data.

Sector data set testing:
• Reviewing ratios and outliers appearing in each of the jurisdictional data sets. Part of the core assurance testing necessary to identify unusual output trends and anomalies in each jurisdiction.
• Analyse the output of the data collection process including considering:
  o Causes of any negative amounts in any categories
  o Proportion of total deductions to private income
- Ratios of Commonwealth to State
- Ratios of total deductions to gross income
- Trends across jurisdictions
- Investigating outlying schools across all jurisdictions
- Stratifying the population to identify material anomalies
- Other analysis as deemed appropriate

- Obtain detailed working papers prepared by each Reporting entity.
- Test that working papers tie to data reported to ACARA

Formal written advice to ACARA on the outcome (success or otherwise) of individual testing components is required

b (ii) Catholic sector

Testing of data is expected to include:

- All tests as per Independent sector.
- Testing that the method used by each Diocese office to push down centrally booked income is compliant with the Methodology.
- Sample testing the application of the push down of centrally booked income to individual schools.

Sector data set testing:

- Reviewing ratios and outliers appearing in each of the jurisdictional data sets. Part of the core assurance testing necessary to identify unusual output trends and anomalies in each jurisdiction.
- Analyse the output of the data collection process including considering:
  - Causes of any negative amounts in any categories
  - Proportion of total deductions to private income
  - Ratios of Commonwealth to State
  - Ratios of total deductions to gross income
  - Trends across jurisdictions
  - Investigating outlying schools across all jurisdictions
  - Stratifying the population to identify material anomalies
  - Other analysis as deemed appropriate
- Obtain detailed working papers prepared by each Reporting entity.
- Test that working papers tie to data reported to ACARA

Formal written advice to ACARA on the outcome (success or otherwise) of individual testing components is required

Development and provision of the Quality Assurance advice

The Contractor is required to prepare a letter to indicate the compliance of the Reporting entities in accordance with the My School Finance Methodology and the extent to which there are any qualifications or limitations. This letter will be
presented to the Board of ACARA and will also be disclosed on the ACARA My School website as part of the Quality Assurance compliance process.

Additional reporting

The Contractor is required to:

a. provide the results of the Quality Assurance process of each Reporting entity as it relates to:
   o Causes of any negative amounts in any categories
   o Proportion of total deductions to private income (independent and Catholic sectors)
   o Ratios of Commonwealth to State
   o Ratios of total deductions to gross income
   o Trends across jurisdictions
   o Investigating outlying schools across all jurisdictions
   o Stratifying the population to identify material anomalies
   o Other analysis as deemed appropriate

b. provide progressive formal advice on the jurisdictional Quality Assurance process on a scheduled basis

c. obtain formal sign off to the quality assurance process with each jurisdiction’s CEO to indicate the jurisdiction’s compliance with the ACARA Finance Methodology.

Note to Tenderers: The ACARA My School web site provides details on ACARA’s Finance Methodology, the Scope of the Finance collection and Accounting Definitions used in Finance reporting on the My School web site. This can be accessed on the My School web site www.myschool.edu.au.

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

Written advice outlining the Quality Assurance compliance of each jurisdiction to the My School Finance Methodology.

Written letter of Accounting Advice on the data sets.

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;
Web Content Accessibility Guidelines 2.0, level AA (for the avoidance of doubt, this applies to Required Contract Material)
5. Commencement and Time-frame
(see clause 2.1.1.d)

Commencement Date: By 03 June 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.

### 3.1 Assurance Engagement

<table>
<thead>
<tr>
<th>Activity</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>My School 2014</strong></td>
<td></td>
</tr>
<tr>
<td>Contractor preparation and commencement</td>
<td>20/05/13-31/05/13</td>
</tr>
<tr>
<td>Engagement Letter - Planning and engagement sign off</td>
<td>03/06/13</td>
</tr>
<tr>
<td>Contractor attendance at scheduled Finance Data Working Group (FDWG) meetings</td>
<td>Meeting dates will be advised</td>
</tr>
<tr>
<td>Contractor establishes individual planning meetings and discussions with each applicable reporting entity relating to their QA process review</td>
<td>01/07/13 – 13/09/13</td>
</tr>
<tr>
<td>Reporting entities submit financial data to the Contractor including any necessary working papers for the central analysis of data to test the reporting entities’ compliance with the FDWG Financial methodology</td>
<td>By 13/09/13</td>
</tr>
<tr>
<td><strong>Stage 1 analysis</strong> - Contractor delivers written progress report to ACARA on quality assurance position, this should include:</td>
<td>By 04/10/13</td>
</tr>
<tr>
<td>- A descriptive update on jurisdictional data testing and review</td>
<td></td>
</tr>
<tr>
<td>- Analysis of finance data with results in excel tables</td>
<td></td>
</tr>
<tr>
<td>- Any internal risk assessment.</td>
<td></td>
</tr>
<tr>
<td>Continued data analysis (with continued cleansing of data) – end of Stage 1</td>
<td>By 11/11/13</td>
</tr>
<tr>
<td><strong>Stage 2 analysis</strong> – Contractor delivers written progress report to ACARA on quality assurance position, this should include:</td>
<td>29/11/13</td>
</tr>
<tr>
<td>- A descriptive update on jurisdictional data testing and review</td>
<td></td>
</tr>
<tr>
<td>- Analysis of finance data with results in excel tables</td>
<td></td>
</tr>
<tr>
<td>- Any internal risk assessment.</td>
<td></td>
</tr>
<tr>
<td><strong>Final analysis</strong> - Contractor delivers written advice to ACARA on quality assurance position, this should include:</td>
<td>02/12/13 – 20/12/13</td>
</tr>
<tr>
<td>- A final descriptive update on jurisdictional data testing and review</td>
<td></td>
</tr>
<tr>
<td>- A final analysis of finance data with results in excel tables</td>
<td></td>
</tr>
<tr>
<td>- A final internal risk assessment (if any)</td>
<td></td>
</tr>
<tr>
<td>Contractor finalises analysis and prepares a written letter of Accounting Advice to provide to ACARA for presentation to the Board and for disclosure on the My School website.</td>
<td>20/12/13</td>
</tr>
<tr>
<td><strong>Final Report 1</strong> - Contractor delivers:</td>
<td>Date to be specified subject to My School release date. Notionally</td>
</tr>
<tr>
<td>- Compliance Report in accordance with the reporting requirements of the ACARA Finance Methodology for</td>
<td></td>
</tr>
</tbody>
</table>
all sectors,
- Signed representation letters from reporting entities stating their data is in compliance with the Methodology
- Status of all deliverables
- IP register (clause 4.3)
- Statement from an authorised officer that all deliverables have been provided as per the contract set at 17/02/14

| My School website live release | Notionally set at end of February 2014 (specific date to be ratified) |

<table>
<thead>
<tr>
<th>My School 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Letter - Planning and engagement sign off</td>
</tr>
<tr>
<td>Contractor attendance at scheduled Finance Data Working Group (FDWG) meetings</td>
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</tr>
</tbody>
</table>

**Stage 1 analysis** - Contractor delivers written progress report to ACARA on quality assurance position, this should include:
- A descriptive update on jurisdictional data testing and review
- Analysis of finance data with results in excel tables
Any internal risk assessment.
By 03/10/14

| Continued data analysis (with continued cleansing of data) – end of Stage 1 | By 107/11/14 |

**Stage 2 analysis** – Contractor delivers written progress report to ACARA on quality assurance position, this should include:
- A descriptive update on jurisdictional data testing and review
- Analysis of finance data with results in excel tables
Any internal risk assessment.
28/11/14

**Final analysis** - Contractor delivers written advice to ACARA on quality assurance position, this should include:
- A final descriptive update on jurisdictional data testing and review
- A final analysis of finance data with results in excel tables
A final internal risk assessment (if any)
01/12/14 – 19/12/14

| Contractor finalises analysis and prepares a written letter of Accounting Advice to provide to ACARA for presentation to the Board and for disclosure on the My School website. | 19/12/14 |

**Final Report 2** - Contractor delivers:
- Compliance Report in accordance with the reporting requirements of the ACARA Finance Methodology for all sectors,
- Signed representation letters from reporting entities stating their data is in compliance with the Methodology
- Status of all deliverables
- IP register (clause 4.3)
Date to be specified subject to My School release date. Notionally set at 13/02/15
6. **Invoicing and Payment**  
(see clauses 2.1.1.e & 3.1.1.c)

**Invoices:**

Invoices will be issued by the Contractor on delivery of each milestone.  
To be correctly rendered, invoices must include the following information:

a. the words “tax invoice” stated prominently;

b. the Contractor’s name;

c. the Contractor’s ABN;

d. ACARA’s name and address;

e. the date of issue of the tax invoice;

f. the title of this contract and the contract number or purchase order number (if any);

g. details of fees, allowances and costs including the items to which they relate;

h. the total amount payable (including GST);

i. the GST amount shown separately; and

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

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

An invoice is not correctly rendered where:

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

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

All invoices must be addressed to the Project Manager.

**Payment**

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>Percentage of payment</th>
</tr>
</thead>
</table>
| 1         | Stage 1 analysis - Contractor delivers written progress report to ACARA on quality assurance position, this should include:  
- A descriptive update on jurisdictional data testing and review  
- Analysis of finance data with results in excel tables  
- Any internal risk assessment. | 04/10/13 | 10% |
| 2         | Stage 2 analysis - Contractor delivers written progress report to ACARA on quality assurance position; this should include:  
- A descriptive update on jurisdictional data testing and review  
- Analysis of finance data with results in excel tables  
- Any internal risk assessment. | 29/11/13 | 12.5% |
| 3         | Final analysis - Contractor delivers written advice to ACARA on quality assurance position; this should include:  
- A final descriptive update on jurisdictional data testing and review  
- A final analysis of finance data with results in excel tables  
- A final internal risk assessment.  
Contractor finalises analysis and prepares a written letter of Accounting Advice to provide to ACARA for presentation to the Board and for disclosure on the My School website. | 20/12/13 | 12.5% |
| 4         | Final Report 1 - Contractor delivers:  
- Compliance Report in accordance with the | Date to be specified subject to My School release | 15% |
<table>
<thead>
<tr>
<th>Stage</th>
<th>Analysis Details</th>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Stage 1 analysis</strong> - Contractor delivers written progress report to ACARA on quality assurance position, this should include:</td>
<td>03/10/14</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>- A descriptive update on jurisdictional data testing and review</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Analysis of finance data with results in excel tables</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Any internal risk assessment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Stage 2 analysis</strong> - Contractor delivers written progress report to ACARA on quality assurance position this should include:</td>
<td>28/11/14</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td>- A descriptive update on jurisdictional data testing and review</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Analysis of finance data with results in excel tables</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Any internal risk assessment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Final analysis</strong> - Contractor delivers written advice to ACARA on quality assurance position this should include:</td>
<td>19/12/14</td>
<td>12.5%</td>
</tr>
<tr>
<td></td>
<td>- A final descriptive update on jurisdictional data testing and review</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- A final analysis of finance data with results in excel tables</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- A final internal risk assessment. Contractor finalises analysis and prepares a written letter of Accounting Advice to provide to ACARA for presentation to the Board and for disclosure on the My School website.

<table>
<thead>
<tr>
<th>4</th>
<th>Final Report 2 - Contractor delivers:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Compliance Report in accordance with the reporting requirements of the ACARA Finance Methodology for all sectors,</td>
</tr>
<tr>
<td></td>
<td>- Signed representation letters from reporting entities stating their data is in compliance with the Methodology</td>
</tr>
<tr>
<td></td>
<td>- Status of all deliverables</td>
</tr>
<tr>
<td></td>
<td>- IP register (clause 4.3) Statement from an authorised officer that all deliverables have been provided as per the contract</td>
</tr>
</tbody>
</table>

Date to be specified subject to My School release date. Notionally set at 13/02/15  15%

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:

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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;

c. associating an item of Contract Material with similar or different items of 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>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Facsimile</td>
<td></td>
</tr>
</tbody>
</table>

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