

REQUEST FOR TENDER PART B

DRAFT CONTRACT IN RELATION TO THE PROVISION OF SERVICES FOR THE NATIONAL ASSESSMENT PROGRAM SCIENCE LITERACY 2022

RFT 4-21

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

[insert Contractor name]
[insert ABN]

CONTRACTOR AGREEMENT

THIS AGREEMENT is made on the [insert date]

BETWEEN

AUSTRALIAN CURRICULUM, ASSESSMENT AND REPORTING AUTHORITY (ABN 54 735 928 084) of Level 13, Centennial Plaza, 280 Elizabeth Street, Sydney, NSW 2010 (“**ACARA**”)

AND

[INSERT CONTRACTOR NAME AND ACN AND ABN]

(“**Contractor**”)

BACKGROUND

A ACARA is responsible for the development of a rigorous, world class national curriculum from Foundation to Year 12; beginning with the learning areas of English, Mathematics, Science and History; followed by Geography, Languages and the Arts; and then the other learning areas defined in the Melbourne Declaration on Educational Goals for Young Australians. The Foundation to Year 10 Australian Curriculum for English, mathematics, science and history, and information about curriculum implementation is available online at: www.australiancurriculum.edu.au.

To complement the development of a national 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 is also charged with the collection, management and analysis of data on a national scale that relates to broader achievements in student assessment, resource allocation, and accountability and reporting on school performance.

B ACARA wishes to engage the Contractor to perform the Project and the Contractor has agreed to perform the Project in accordance with the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement unless the context requires otherwise:

“**Agreement**” means this agreement, the Schedule, the attachments and any amendment to this agreement;

“**ACARA Material**” means any Material:

- (a) provided by ACARA to the Contractor for the purposes of this Agreement; or
- (b) derived at any time from the Material referred to in paragraph (a);

“**Australian Privacy Principle**” has the same meaning as under the Privacy Act;

“**Commencement Date**” means the commencement date specified in the Schedule or any other date agreed by the parties;

“**Completion Date**” means the completion date specified in the Schedule or any other date agreed by the parties;

“**Confidential Information**” means all information and materials disclosed, provided or otherwise made available or becoming known to, or developed by, the Contractor in the course of performing the Project, whether before or after execution of this Agreement but excludes information that the Contractor can prove:

- (a) was in the public domain at the date of this Agreement;
- (b) subsequent to the date of this Agreement, became part of the public domain otherwise than as a result of disclosure by the Contractor directly or indirectly in breach of this Agreement; or
- (c) was in its possession at the time of disclosure by ACARA to the Contractor and was not otherwise acquired from ACARA directly or indirectly;

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

- (a) created for the purposes of this Agreement;
- (b) provided or required to be provided to ACARA as part of the Project; or
- (c) derived at any time from the Material referred to in paragraphs (a) or (b);

“**Contractor Intellectual Property**” means Intellectual Property created prior to, or otherwise than for the performance of, the Project, and specified in the Schedule;

“**Existing Material**” means any Material in existence at the Commencement Date and specified in the Schedule;

“**Fee**” means the fee detailed in the Schedule;

“**GST**” means a tax on the supply of anything, a goods and services tax or a value added tax;

“**Intellectual Property**” means all industrial and intellectual property rights (including, without limitation, rights to patents, designs, copyright, trade marks, trade names and circuit layouts) conferred under statute or common law or equity in any country;

“**Local Laws**” means all statutory and regulatory requirements applying in the jurisdiction where the Services will be performed (and includes where applicable, all applicable Commonwealth legislative and regulatory requirements);

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

“**Moral Rights**” means the right of attribution, the right against false attribution and the right of integrity of authorship as defined in the *Copyright Act 1968*;

“**Payment Schedule**” means the payment section set out in the Schedule;

“**Privacy Act**” means the *Privacy Act 1988* (Cth);

“**Project**” means the project described in the Project Brief and any further work the Contractor agrees to perform for ACARA under this Agreement;

“**Project Brief**” means the project brief attached to this Agreement and includes all amendments made to the project brief by ACARA;

“**Project Manager**” means the project manager set out in the Schedule;

“**Project Results**” means all work, ideas, concepts and reports and Intellectual Property in such things developed or created by the Contractor, alone or with others, in the course of performing the Project or otherwise arising out of the use of any of ACARA’s time, materials, resources, or facilities;

“**Schedule**” means the schedule to this Agreement titled “Schedule”;

“**Services**” means the services described in the Schedule;

“**Specified Acts**” means the specified acts referred to in the “Intellectual Property, Moral Rights and Project Results” clause of this Agreement;

“**Specified Personnel**” means the personnel specified in the Schedule as required to perform all or part of the work constituting the Services;

“**Special Conditions Schedule**” means the schedule to this Agreement titled “Special Conditions Schedule”; and

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

Interpretation

- 1.2 In this Agreement, 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 Agreement;
 - (j) if any conflict arises between the terms and conditions contained in the clauses of this Agreement 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.

Guidance on construction

- 1.3 This Agreement records the entire agreement between the parties in relation to its subject matter.
- 1.4 As far as possible all provisions of this Agreement will be construed so as not to be void or otherwise unenforceable.
- 1.5 If anything in this Agreement is void or otherwise unenforceable then it will be severed, and the rest of the Agreement remains in force.
- 1.6 A provision of this Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

Commencement

- 1.7 The terms of this Agreement apply on and from the Commencement Date.

2. ENGAGEMENT

- 2.1 The Contractor agrees to perform the Project for ACARA from the Commencement Date in accordance with the Project Brief, the terms of the Special Conditions Schedule (if any) and on the terms and conditions set out in this Agreement.
- 2.2 The Contractor must ensure that:
- (a) the Services and Project are performed, and all materials and data requested by ACARA pursuant to this Agreement are prepared, with due care and skill and in a proper and professional manner and in accordance with the terms of this Agreement;
 - (b) the Contractor performs the Project in compliance with all Local Laws and relevant best practice and complies with all applicable Australian standards, industry standards and guidelines;
 - (c) when using ACARA's premises or facilities, the Contractor complies with all reasonable directions and ACARA's procedures relating to occupational health and safety, equal opportunity and harassment, information technology and security in effect at those premises or in regard to those facilities, as notified by ACARA;
 - (d) the Contractor keeps adequate records of work performed under this Agreement and, if requested to do so, immediately provides ACARA with copies of those records and of all correspondence or other material arising from or relating to the performance of the Project; and
 - (e) the Project is completed by the Completion Date.
- 2.3 The Contractor acknowledges that ACARA has entered into this Agreement relying on the skill, care, expertise, experience and ability of the Contractor to perform the Project.

3. NATURE OF RELATIONSHIP

- 3.1 The Contractor is engaged as an independent contractor. Nothing in this Agreement constitutes the Contractor, an employee, agent, partner or joint-venturer of ACARA.
- 3.2 The Contractor has no authority to incur, and must not incur, any obligation on behalf of ACARA except with the express written instruction of ACARA.

4. NON-SOLICITATION

- 4.1 The Contractor must not solicit or entice away (or attempt to do so) any employee of ACARA directly related to the Project, or engage any such person as a contractor, employee or in any other capacity.

5. RELATIONSHIP WITH PROJECT MANAGER

- 5.1 The Contractor must perform the Project to the reasonable satisfaction of the Project Manager such satisfaction being limited to the term and conditions of this Agreement.
- 5.2 During the performance of the Project, the Contractor agrees to regularly liaise with the Project Manager and comply with any reasonable request made by the Project Manager.

6. COMMUNICATIONS

- 6.1 The Contractor must address all correspondence and communications to the Project Manager.

7. PAYMENT

- 7.1 In consideration for the provision of the Services, ACARA will pay the Contractor the Fee in the instalments detailed in the Schedule. Subject to clause 7.5, the Fee is inclusive of all costs, taxes, levies and charges that will be incurred by the Contractor in the provision of the Services and is not subject to any adjustment for any reason (including currency fluctuations) unless expressly provided for in the Agreement or otherwise agreed by the parties.
- 7.2 Subject to clause 7.3, ACARA will pay the Contractor within 14 days of the end of the month it receives from the Contractor an invoice for payment provided the timing and amount of such invoice is in accordance with the payment details described in the Schedule.
- 7.3 ACARA will be entitled, without derogating from any other right it may have, to defer payment until the Contractor has completed the component of the Project relevant to the submitted invoice to the reasonable satisfaction of ACARA.
- 7.4 The Contractor must pay all government-imposed taxes, charges, fees and other amounts due in respect of:
- (a) this Agreement; or
 - (b) any payment to be made by ACARA to the Contractor under this Agreement.
- 7.5 If this Agreement or any consideration given under it is subject to GST in relation to any supply made under this Agreement, the parties agree that the amount payable for such supply by any party will be adjusted by the amount of the GST. Each party agrees to do all things, including providing all invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
- 7.6 The Contractor authorises ACARA to deduct from any payment made by ACARA to the Contractor any amount that ACARA is required or authorised by law to deduct (including without limitation, withholding any amount required by law from an amount claimed under an invoice that does not specify an Australian Business Number in respect of the Contractor). Any deduction made in accordance with this clause 7 will be deemed to be a payment to the Contractor for the purposes of calculating the discharge of ACARA's obligations under this Agreement.
- 7.7 This Agreement is entered into on the understanding that ACARA is not required to make any superannuation contributions in connection with this Agreement.

8. PROPERTY IN MATERIALS AND CONTRACTOR IDENTIFICATIONS

- 8.1 All materials and information made available by ACARA to the Contractor remains the property of ACARA.

8.2 The Contractor must not use ACARA's trademarks or other identifications without ACARA's prior written consent.

9. CONFIDENTIAL INFORMATION

9.1 The Contractor must not, unless ACARA has first agreed in writing:

- (a) disclose to anyone else, or
- (b) use for a purpose other than the performance of the Project,
any of the Confidential Information.

9.2 The Contractor may make copies of written or computer-stored materials incorporating Confidential Information only if those copies are necessary for the purpose of performing the Project and must:

- (a) return to ACARA all Confidential Information (including any copies made by it); and
- (b) permanently delete any Confidential Information stored by it in a computer or electronic retrieval system so that it is incapable of retrieval,

upon the expiration or earlier termination of this Agreement and provide written notification to ACARA that these obligations have been complied with.

9.3 The Contractor must notify ACARA immediately if it becomes aware of, or suspects, any disclosure, use or copying of Confidential Information that is not authorised by this Agreement and must take all steps reasonably required by ACARA to stop that unauthorised disclosure, use or copying.

9.4 Clause 9.1 does not affect:

- (a) disclosure of information, documents and material available publicly otherwise than because the persons disclosing them contravened this clause 9; or
- (b) disclosures required by law.

9.5 The Contractor acknowledges and accepts that monetary damages would be an insufficient remedy for breach of this clause and that in addition to any other remedy available, ACARA is entitled to injunctive relief to prevent a breach of this clause and to compel specific performance of this clause.

9.6 The obligations of the Contractor under this clause 9 are subject to any rights that the Contractor may have under the *Public Interest Disclosure Act 2013*.

10. INTELLECTUAL PROPERTY, MORAL RIGHTS AND PROJECT RESULTS

Contract Material:

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

10.2 Clause 10.1 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.

10.3 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 in connection with the performance of ACARA's functions and powers under the *Australian Curriculum, Assessment and Reporting Authority Act 2008 (ACARA Act)*.

10.4 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 in connection with the performance of ACARA's functions and powers under the ACARA Act.

10.5 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 10 on request by ACARA.

10.6 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 10.

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

ACARA Material:

10.8 ACARA agrees to ensure that the Contractor has access to the ACARA Material as specified in the Schedule.

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

10.10 The Contractor agrees to use the ACARA Material only for the purposes of providing services under this Agreement.

Template Licensing Deed (no payment) and Licensing agreement (payment)

10.11 Subject to 10.14 (images sourced from Alamy), and unless otherwise agreed in writing between the parties, the Contractor must use either ACARA's template

Licensing Deed (no payment) (**Schedule 2**) or ACARA's template Licensing Agreement (**Schedule 3**), to procure all licences for Third Party Material.

- 10.12 If any third-party copyright owner does not agree to the licence terms contained in ACARA's template deed or agreement, or insists on using their own licence agreement, the Contractor must liaise with the Project Manager to obtain instructions and, where agreed, negotiate with the third-party copyright owner using the suggested form of words provided by the Project Manager (if any is provided).
- 10.13 If the third-party copyright owner does not agree with the licence terms proposed by the Contractor in any negotiations, the Contractor must obtain written approval from the Project Manager prior to accepting the third-party copyright owner's licence terms.

Images sourced from Alamy Australia Pty Limited

- 10.14 To assist the Contractor in sourcing images that are consistent with ACARA's licence requirements in clause 10.6, ACARA has negotiated an agreement with a stock image library, Alamy Australia Pty Limited (**Alamy**). If the Contractor uses images sourced from Alamy, then there is no requirement to use the template licensing deed or letter.
- 10.15 As part of initiating the Project, the Project Manager will brief the Contractor on the process of using Alamy.
- 10.16 It is the Contractor's responsibility to liaise directly with Alamy to arrange for access to the images that are part of ACARA's licence agreement. It is important to note that some images on the Alamy website may not be able to be licensed to ACARA, depending on whether geographical restrictions apply.

No Aboriginal or Torres Strait Islander images, text or stories about Aboriginal or Torres Strait Islander peoples to be included in test items for National Assessment Program – Science Literacy 2022

- 10.17 No Aboriginal or Torres Strait Islander images, text or stories (whether created by the Contractor or a third party) are to be included in test items for the National Assessment Program – Science Literacy 2022. ACARA is currently developing Protocols for Indigenous Cultural and Intellectual Property and associated clearance documents and will not be using these works until these documents have been endorsed by ACARA.

Moral Rights:

- 10.18 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 the Schedule.
- 10.19 Where clause 10.18 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 the Schedule.

10.20 Clauses 10.18 and 10.19 do not apply to any ACARA Material incorporated in the Contract Material.

10.21 In this clause, the **Permitted Acts** are any and all 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;
- (d) use of the Contract Material for advertising or promotional purposes of any kind;
- (e) incorporating the Contract Material into a website, other assessments or as part of a professional development program;
- (f) use of the Contract Material in tests and test items including without attribution of the authors of that Material;
- (g) 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;
- (h) associating an item of Contract Material with similar or different items of Contract Material;
- (i) use by State and Territory education authorities including the Contract Material in workshop presentations, posters, and other teacher professional development materials; and
- (j) publication of tests online on public websites by ACARA and the States and Territories including without attribution of the authors of that Contract Material.

but does not include false attribution of authorship.

Intellectual Property Register:

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

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

10.23 The Contractor must ensure the IP Register is complete and up to date throughout the term of the Agreement 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 Agreement.

11. INSURANCE

11.1 The Contractor agrees to effect and maintain:

- (a) public liability insurance, for an amount no less than \$10,000,000; and
- (b) professional indemnity insurance, for an amount no less than \$5,000,000.

11.2 The policies must be maintained until completion of the Project and, in relation to the professional indemnity insurance policy, for a period of at least 6 years after the completion of the Project.

11.3 If requested by ACARA, the Contractor must provide ACARA with a certificate of currency for the insurance policies taken out in accordance with this clause 11.

12. SUBCONTRACTORS

12.1 The Contractor must not subcontract the performance of any part of the Project or this Agreement without ACARA's prior written approval, which:

- (a) may or may not be given by ACARA acting in its absolute discretion; and
- (b) may be subject to any conditions ACARA considers appropriate acting in its absolute discretion.

12.2 The Contractor agrees to ensure that:

- (a) any subcontract entered into with a subcontractor imposes:
 - (i) any conditions prescribed by ACARA under clause 12.1(b); and
 - (ii) all relevant obligations, conditions, restrictions or prohibitions binding on the Contractor under this Agreement, including, without limitation, the terms of the Special Conditions Schedule (if any);
- (b) its subcontractors comply with that subcontract and, with respect to the terms and conditions referred to in clause 12.2(a), to exercise any rights or remedies it may have against its subcontractors in accordance with any reasonable direction by ACARA.

12.3 The Contractor is responsible for the performance of the Project and this Agreement notwithstanding that the Contractor has subcontracted any part of the performance of the Project or this Agreement in accordance with this clause 12.

13. INDEMNITY

13.1 The Contractor must indemnify ACARA and keep it indemnified against any losses (including liabilities of ACARA to third parties), costs and expenses (including reasonable costs and expenses on a solicitor and own client basis) arising out of:

- (a) any default, act or omission by the Contractor;
- (b) any breach of any term of this Agreement by the Contractor;
- (c) the Project Results being in breach of any law, containing anything alleged or proven to be defamatory or statements purporting to be factual or true failing to be so;
- (d) any misuse or disclosure of Confidential Information by the Contractor; and
- (e) any claim by any third party that it has Intellectual Property or Moral Rights which will be infringed by ACARA, or any third party's use or exploitation of the Project Results.

14. EXPIRY, TERMINATION, BREACH

Termination or reduction for convenience

- 14.1 ACARA may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Services immediately.
- 14.2 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.
- 14.3 In the event of termination under clause 14.1, ACARA will be liable only:
- (a) to pay any instalment of Fee relating to Services completed before the effective date of termination; and
 - (b) to reimburse any expenses the Contractor unavoidably incurs relating entirely to Services not covered under clause 14.3(a).
- 14.4 The Agency will not be liable to pay amounts under clause 14.3(a) and 14.3(b) which would, added to any fees already paid to the Contractor under this Agreement, together exceed the Fee set out in the Schedule.
- 14.5 The Contractor will not be entitled to compensation for loss of prospective profits.

Termination or reduction for fault

- 14.6 If a party fails to satisfy any of its obligations under this Agreement, then the other party - if it considers that the failure is:
- (a) *not capable of remedy* - may, by notice, terminate the Agreement 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 Agreement immediately by giving a second notice.
- 14.7 ACARA may also by notice terminate this Agreement 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.

14.8 ACARA's rights under this clause 14 are without prejudice to any right of action or remedy which has accrued or may accrue in favour of ACARA.

14.9 The rights and obligations contained in clauses 8 (Property in Materials and Company Identifications), 9 (Confidential Information), 10 (Intellectual Property and Project Results), 13 (Indemnity) and 14 (Expiry, Termination, Breach) bind the parties notwithstanding the termination or expiry of this Agreement.

15. ASSIGNMENT

15.1 This Agreement is personal to the Contractor. The Contractor must not assign or novate the benefit of this Agreement or any part of it.

15.2 ACARA may assign all or any part of its rights under this Agreement, or novate this Agreement in whole or in part, to a third party by giving the Contractor written notice of such assignment or novation.

15.3 If the administrative arrangements regarding ACARA are altered such that the program the object of this Agreement is transferred to another government entity, ACARA may assign its rights under this Agreement to that entity subject to that entity assuming ACARA's obligations under this Agreement. The Contractor shall have no objection to any such assignment or assumption.

16. ENFORCEABILITY OF AGREEMENT

16.1 The invalidity or unenforceability of any part or provision of this Agreement does not affect the enforceability of any other part or provision of this Agreement and the invalid or unenforceable part is severable.

17. CHANGES TO AGREEMENT

17.1 Modifications and amendments to this Agreement must be in writing signed by each of the parties.

18. NOTICES

18.1 A notice, consent, approval or other communication (each a Notice) under this Agreement must be in writing signed by or on behalf of the person giving it, addressed to the person to whom it is to be given.

18.2 A Notice may be given by personal delivery, pre-paid mail or facsimile and is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
- (b) if sent by pre-paid mail, on the fifth business day after posting; or
- (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.

18.3 For the purpose of this clause the address of ACARA is:

Attention: Peter Titmanis General Manager Assessment and Reporting,
Australian Curriculum, Assessment and Reporting Authority

Address: Level 13, Tower B Centennial Plaza, 280 Elizabeth St, Sydney,
New South Wales, 2000

Facsimile: 1300 995 468

and the address of the Contractor is the address set out in the Schedule or, in either case, another address of which a party has given Notice to the other party.

19. GOVERNING LAW

- 19.1 Any claims under this Agreement are governed by the law in force in New South Wales.
- 19.2 The Contractor will comply with the Local Laws in the provision of the Services.
- 19.3 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts, which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

20. PARAMOUNTCY

- 20.1 If any part of this Agreement conflicts with another part, or if any inconsistency arises between aspects of this Agreement, that part of the Agreement higher in the following list will take precedence:
 - (a) the terms and conditions contained in the Special Conditions Schedule (if any);
 - (b) the terms and conditions contained in the clauses of the Agreement;
 - (c) the Schedule; and
 - (d) the Attachment.

21. DISPUTE RESOLUTION

- 21.1 A party will not commence arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute, difference, question or claim arising out of this Agreement (**Dispute**) unless it has complied with this clause.

- 21.2 A party claiming a Dispute has arisen will notify the other party giving details of the Dispute (**Notification**).
- 21.3 On receipt of a Notification each party will refer the Dispute for resolution by a person with authority to resolve such a dispute.
- 21.4 If the Dispute is not resolved under clause 21.3 within thirty days (or longer period as agreed between the parties) of the Notification, the parties may 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 Agreement 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.
- 21.5 If the Dispute is not resolved under clause 21.4 within thirty days (or longer period agreed by the parties) of referral to ACDC, if the parties are unable to agree to refer the dispute or a resolution is not reached, either party may initiate proceedings in a court.
- 21.6 Despite the existence of a dispute, each party will (unless requested not to do so) continue to perform its obligations under this Agreement.
- 21.7 Termination of the Agreement under Clause 14 is not considered a dispute between the parties within this clause 21 and does not give rise to a right of a party to seek resolution of the matter under this clause 21.

22. COSTS

- 22.1 Each party must meet or pay its own legal costs and disbursements in respect of the preparation, negotiation and execution of this Agreement.

23. CONFLICT OF INTEREST

- 23.1 The Contractor warrants that it has no, and for the term of the Agreement, will not have any, duties or interests that create, or might reasonably be anticipated to create, a conflict with its duties and obligations under this Agreement.
- 23.2 If a conflict of interest arises, or appears likely to arise during the term of this Agreement, the Contractor must:
- (a) notify ACARA immediately in writing;
 - (b) make full disclosure of all relevant information relating to the conflict of interest; and
 - (c) take such steps as ACARA may responsibly require to resolve or otherwise deal with the conflict.

23.3 If the Contractor fails to notify ACARA as set out in this clause or does not comply with ACARA's reasonable requirements to resolve or deal with the conflict, ACARA may terminate this Agreement in accordance with clause 14.6.

24. SPECIFIED PERSONNEL

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

24.2 If Specified Personnel are unable to perform the work as required under clause 24.1, the Contractor agrees to notify ACARA immediately.

24.3 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.

24.4 If clause 24.2 or clause 24.3 applies, the Contractor will provide replacement personnel acceptable to ACARA at no additional cost and at the earliest opportunity.

24.5 The Contractor is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Agreement and will not be relieved of that responsibility because of any acceptance by ACARA of replacement Specified Personnel.

25. ACCESS TO DOCUMENTS

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

25.2 The Contractor acknowledges that this Agreement is a Commonwealth contract.

25.3 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 Agreement (and not to the entry into the Agreement), 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.

25.4 The Contractor must include in any subcontract relating to the performance of this Agreement provisions that will enable the Contractor to comply with its obligations under this clause 25.

26. PRIVACY

26.1 The Contractor agrees, in providing the Services not to do any act or engage in any practice which, if done or engaged in by ACARA, would be a breach of an Australian Privacy Principle.

26.2 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 26.

27. WORKING WITH CHILDREN

- 27.1 If the provision of the Services requires the Contractor or its personnel to come into contact with children or vulnerable people, the Contractor must comply with all Local Laws related to working with children or vulnerable people, and must ensure that its personnel also comply.
- 27.2 The Contractor must provide such evidence as ACARA reasonably requires confirming that it and its relevant personnel have the requisite approvals to work with children or vulnerable people.

28. WORK HEALTH AND SAFETY

- 28.1 The Contractor agrees, in carrying out this Agreement, 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
 - (b) all applicable policies and procedures relating to work health and safety,
- including those that apply to ACARA's premises when using those premises.
- 28.2 In the event of any inconsistency between any of the policies and procedures referred to in clause 28.1, the Contractor will comply with those policies and procedures that produce the highest level of health and safety.

29. AUDIT AND ACCESS

- 29.1 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 relevant Material is located; and
 - (b) to permit those persons to inspect and take copies of any Material relevant to the Services.
- 29.2 The rights referred to in clause 29.1 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.
- 29.3 The Auditor-General and the Privacy Commissioner are persons authorised for the purposes of this clause.
- 29.4 This clause 29 does not detract from the statutory powers of the Auditor-General or the Privacy Commissioner.

30. STUDENT BACKGROUND DATA

- 30.1 ACARA will:
- (a) provide the Contractor with any student background data in password protected files compiled by the relevant jurisdiction; and

- (b) arrange for the password to the protected files to be provided directly by the relevant jurisdiction to the Contractor.
- 30.2 The Contractor must adopt internal controls and take reasonable measures to ensure that ACARA does not either obtain access to the passwords or access to the content of these files.
- 30.3 For the avoidance of doubt, where the Contractor transfers student background data back to a relevant jurisdiction via ACARA the same process is to apply and all such data is to be transmitted via password protected files.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the
**AUSTRALIAN CURRICULUM,
ASSESSMENT AND REPORTING
AUTHORITY** by its duly authorised officer:

SIGNED for and on behalf of [insert
Contractor name, ACN and ABN] :

Signature of authorised officer

Signature

Print name of authorised officer

Print name of authorised officer

Witness

Witness

Print name of witness

Print name of witness

Date

Date

SCHEDULE**ACARA Material****[insert]****ACARA policy on Moral Rights****[insert]****Commencement Date****[insert]****Completion Date****[insert]****Contractor Existing Material****[insert]****Contractor Intellectual Property****[insert]****Contractor's address for Notice****[insert]****Copyright Statement**

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Address inquiries regarding copyright to:

ACARA

Level 13, 280 Elizabeth Street

Sydney

Specified Personnel**[insert]****Payment**

The total payment for the work described in this Agreement will not exceed xxx (GST exclusive).

Payment Schedule

Payment will be made in instalments linked to the completion of deliverables to the reasonable satisfaction of the Australian Curriculum, Assessment and Reporting Authority and upon submission of a suitable tax invoice and associated progress report.

Tax invoices are to include: the Contractor's name and ABN; ACARA's name and address; the date of issue of the invoice; the title of the invoice/project and the associated contract number; details of fees including the items/deliverables/milestones to which they relate; the total amount payable including GST (where applicable); the GST amount shown separately (where applicable).

Project Brief

See Attachment.

Project Manager

[insert]

Services

See Attachment.

ATTACHMENT

PROJECT BRIEF/SERVICES

1. Introduction

The Australian Curriculum, Assessment and Reporting Authority (ACARA) is responsible for the development of a 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 Council of Australian, State and Territory government ministers responsible for education, formerly known as the Education Council. ACARA has overall responsibility for implementing the National Assessment Program (NAP).

ACARA has overall responsibility for implementing the National Assessment Program (NAP) approved by ministers in the Measurement Framework for Schooling in Australia 2020. ACARA develops and maintains key performance measures to monitor and report on progress towards the achievement of the Educational Goals for Young Australians as specified in the Alice Springs (Mparntwe) Education Declaration (the Declaration). The Declaration promotes world-class curriculum and assessment across a suite of learning areas including ICT literacy. The Declaration was agreed by Education Ministers in December 2019 with the aim of improving educational outcomes for all young Australians. The Declaration has two goals:

Goal 1: The Australian education system promotes excellence and equity

Goal 2: All young Australians become confident and creative individuals, successful lifelong learners, and active and informed members of the community.

The Declaration outlines the strategies and initiatives that Australian governments will undertake to achieve the Educational Goals for Young Australians. A world-class curriculum and an assessment program comprising national tests in literacy and numeracy, and sample assessments in ICT literacy, civics and citizenship, and ICT literacy, are integral components of the plan.

2.1 NAP sample assessments

The suite of NAP sample assessments tests students' skills and understanding in Science literacy, Civics and Citizenship and Information and Communication Technology (ICT) literacy. Only selected groups of students participate in the sample assessments, which are held on a rolling three-yearly basis.

The 2022 NAP – Science Literacy (NAP-SL) assessment will be delivered online as agreed by Ministers. The program will be delivered by ACARA in partnership with Educational Services Australia (ESA) with each responsible for separate but interrelated aspects. ACARA is responsible for delivering the assessment and reporting services, including research into the online delivery of assessment programs. ESA is responsible for the delivery of the technical services for the Online Assessment Delivery System (ADS).

The first national sample assessment of Year 6 students in science literacy occurred in 2003 with successive assessments conducted in 2006, 2009 and 2012. The fifth

assessment cycle was conducted in 2015 online using ADS. To support the transition from paper-based testing to online testing, ACARA conducted a comprehensive research program to measure the effect of the mode of delivery.

From 2018, Year 10 students were also included in the NAP – Science Literacy program.

The approved measure of Science Literacy is published in the [Measurement Framework for Schooling in Australia](#). There is one key performance measure for NAP – Science Literacy:

‘Proportion of participating students in Years 6 and 10 achieving at or above the proficient standard in Science Literacy’

Information about the NAP sample assessment in Science Literacy may be found on ACARA’s NAP website:

<https://www.nap.edu.au/nap-sample-assessments/science-literacy>

Previous NAP – Science Literacy Public and Technical Reports are available at:

<https://www.nap.edu.au/results-and-reports/national-reports>

2.2 Assessment framework for Science Literacy

In March 2000, the Ministerial Council on Education, Employment, Training and Youth Affairs (now the Standing Council on School Education and Early Childhood) decided that the measure of performance in secondary school science for national reporting purposes should be derived from the information obtained through Australia’s participation in the Organisation for Economic Cooperation and Development’s (OECD) Programme for International Student Assessment ([PISA](#)).

The definition of science literacy in the Australian Curriculum is *‘An ability to use scientific knowledge, understanding, and inquiry skills to identify questions, acquire new knowledge, explain science phenomena, solve problems and draw evidence-based conclusions in making sense of the world, and to recognise how understandings of the nature, development, use and influence of science help us make responsible decisions and shape our interpretations of information’* (Australian Curriculum: Glossary).

The definition of science literacy in NAP-SL is consistent with recent definitions of science literacy internationally. For example, PISA 2015 defines science literacy as ‘the ability to engage with science-related issues, and with the ideas of science, as a reflective citizen’ (OECD, 2016¹). PISA’s definition includes being able to explain phenomena scientifically, evaluate and design scientific inquiry, and interpret data and evidence scientifically.

An assessment domain and progress map for the NAP Science Literacy project has been developed and revised over subsequent cycles. The domain outlines the development of scientific literacy across three strands:

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

¹ OECD (2016). *PISA 2015 Assessment and Analytical Framework: Science, Reading, Mathematics and Financial Literacy*. Paris: OECD Publishing.

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

Strand C: Using science understandings for describing and explaining natural phenomena, interpreting reports and making decisions.

The assessment framework is available at: <https://www.nap.edu.au/nap-sample-assessments/assessment-frameworks>

With the implementation of the Australian Curriculum: Science and the General Capabilities, a new assessment framework is required. The new framework will take into account previous revisions of the domain and progress map and will consider additional requirements of the curriculum and the General Capabilities.

2.3 Purpose

The purpose of this project is to implement the seventh cycle of the NAP – Science Literacy sample assessment project. The assessment will be delivered online and will entail a close working relationship with the developers of the Assessment Delivery System (ADS) which will be procured by Educational Services Australia.

2.4 Scope of project

For NAP-SL 2022 a broadly representative school sample will be drawn for Field Trial and provided to the contractor.

For Main Study a representative sample will be drawn before Field Trial sample comprising a total of approximately 12,000 Yr 6 and Yr 10 students from 640 schools (Yr 6 x 320 + Yr 10 x 320) from all states and territories and sectors. It is anticipated that the Contractor will randomly select 20 students in each school in the corresponding year level to participate in Main Study.

For Field Trial, 128 schools (Yr 6 x 64 + Yr 10 x 64) from five jurisdictions will participate. One class (containing an average of 25 students) from each school will complete the test.

ACARA will consult with State and Territory Liaison Officers (S/TLOs) on behalf of the Contractor to notify and confirm the sample.

Project deliverables

ACARA requires the Contractor to:

- develop a revised assessment framework which includes the assessment of the general capability on Critical and Creative Thinking skills;
- revise Proficiency Level Descriptions based on 2022 empirical evidence;
- review and further develop the existing equating design to cover both year levels;
- design and develop a range of science literacy items (i.e. questions) compliant with the IMS Question and Test Interoperability (QTI) v2.1 specification and WCAG version 2.0 AA;
- design and develop additional practice items that reflect the full range of item types;
- render items directly into the ADS item authoring system;
- develop Field Trial and Main Study test designs;
- develop assessment instruments including testlets and practical tasks;

- revise the student survey;
- liaise with jurisdictions, sectors and schools for tracking school and student participation and the conduct of the testing sessions;
- review and revise the Technical Readiness Test (TRT), Field Trial and Main Study test administration procedures;
- provide a '1800' telephone and email help desk for schools to clarify administration procedures;
- collect individual student background data;
- administer TRT with schools prior to each assessment event;
- prepare scoring guides.
- human-mark student extended response items;
- trial the draft assessment instruments in June 2022 to assess the practicality of instruments;
- analyse questionnaire response data for Field Trial and Main Study;
- host SL Working Group meeting after FT and facilitate Main Study item selection;
- produce the final Main Study test forms and student survey;
- administer Main Study in October/November 2022;
- prepare scoring guide for Main Study;
- mark the student response data;
- review and revise the format for reporting summary test information to schools and provide the School Summary Report to participating schools;
- provide a public report on the national achievement of Australian students;
- provide a fully documented database and technical report;
- provide summary information highlighting key findings to stakeholders to assist with ministerial briefings and media releases;
- implement strategies to manage intellectual property (IP) effectively;
- consult regularly with the ACARA Project Manager on contractual, financial, project management and measurement issues;
- submit quarterly project progress reports;
- conduct a half-day project close-out meeting for key members of ACARA's project team;
- provide electronic copies of all materials to ACARA;
- provide a comprehensive project plan; and
- provide an assessment marking/scoring system.

Out-of-scope (for this contract):

Sampling activities and scaling and equating analysis of test data.

Web platform (provided by ACARA's technology partner) to facilitate:

- item authoring, item/module review and management;
- student and school registration;
- assessment delivery.

2.4.1 Project management

The NAP – Science Literacy assessment project is a joint endeavour between ACARA, the states and territories and the Commonwealth of Australia. ACARA has primary responsibility for the management of the project including all aspects of financial and contract management and policy-related decisions.

Role of the Project Manager

ACARA's Project Manager will monitor the implementation of the project on a day-to-day basis. The Contractor will liaise with the Project Manager, and other officers of ACARA, as necessary to facilitate the successful implementation and completion of the project.

On behalf of ACARA, the Project Manager will:

- provide the communication link between S/TLOs, and the Contractor on operational aspects of the assessment;
- Chair the NAP-Science Literacy Working Group;
- work to resolve any contractual, financial or project management issues that may arise throughout the life cycle of the project;
- negotiate and approve any additional work or variation to the agreed schedule; and
- resolve policy-related issues that arise through the course of the project.

Role of ACARA's Australian Curriculum Subject Specialist

- provide the communication link between the NAP-SL Working Group and the Contractor on assessment content and relevant aspects of the public report;
- to provide specialist advice on all deliverables relating to assessment items and the Australian Curriculum;
- to provide specialist advice on all deliverables relating to the revised assessment framework;
- co-Chair the NAP-SL Working Group with ACARA's Project Manager;
- to coordinate the NAP-SL Working Group review of all new items developed by the contractor;
- manage and negotiate expectations and feedback from ACARA's NAP-SL Working Group and the Contractor.

Role of the NAP – Science Literacy Working Group

A working group has been established to provide advice to ACARA and the Contractor on the quality of new material developed by the Contractor. The Working Group will also review trend material and items developed from previous cycles. Its membership will comprise jurisdictional curriculum, assessment and equity specialists. The Working Group will be co-chaired by ACARA's Science Literacy and Critical and Creative Thinking specialist.

State and Territory Liaison Officers (S/TLOs)

States, territories and the Australian Government (including, where appropriate, non-government schooling sectors) have liaison officers for all national assessments. The S/TLOs will be the contact for the Contractor through the ACARA NAP Sample team on

issues related to the finalisation of the sample, the participation of schools and students, the conduct of the assessment in their jurisdiction, and communication with sample schools. S/TLOs will play a vital role in ensuring that the testing is completed in accordance with the agreed procedures.

Role of the Contractor

The Contractor will be responsible for implementing the **project deliverables** under section 2.4.

The Contractor is expected to work in close collaboration with ACARA's Project Manager, and ACARA's Australian Curriculum Subject Specialist where required, at all stages of the project to ensure that the procedures and methodologies are consistent with the technical standards for national assessment mandated by the Council of Australian, State and Territory government ministers responsible for education and ACARA's assessment protocols, and that the project deliverables and timelines are met. The Contractor's Project Director will report to ACARA's Project Manager on the basis agreed between ACARA and the Contractor in the project plan and at any other times when clarification is required.

The Contractor will be required to provide a project plan after formal acceptance of a purchase order from ACARA. The project plan will need to be approved by ACARA. The Contractor will be required to develop and provide the following materials:

- an overall project plan;
- communication plan (as component of the Project Plan);
- risk management plan (as component of the Project Plan);
 - outlining how risks identified in the tender, as well as any further risks that are identified, will be managed in relation to the project, detailing strategies to ensure project needs are met within the required timeframe and to the highest standard. This plan must outline how all aspects of security are addressed.
 - ACARA requires the opportunity to audit risk management procedures during the project, including where appropriate, attendance at the Contractor's place of work and/or receiving briefings on the management of risk.
 - compliance and contingency plans in the event of COVID-19 outbreaks which may impact upon, but are not limited to, schools, invigilators, markers, project in person meetings, and Contractor project team resources.
- quality assurance plan (as a component of the Project Plan) detailing how the quality assurance and quality control processes outlined in the original response to tender will be implemented and monitored by the Contractor throughout the project.
 - The quality assurance plan must specify in detail all and any perceived risks that may impact on the quality of the contract deliverables and must provide detailed advice on the strategies for risk management for each identified risk. It is not sufficient to provide information only about generic quality assurance systems and quality manuals.

- a detailed security plan for managing all stages of the project, including incident management procedures and response plans, and detailing how system access, security and unscheduled downtime will be managed;
- a high level timeline with critical deadlines (as component of the Project Plan – a detailed timeline will not be required until plan is accepted).

Project management reporting

After execution of a purchase order and initiation of the project the Contractor will be required to:

- be available for regular dialogue with ACARA personnel across the entire project lifecycle;
- provide Quarterly Progress reports to ACARA;
- provide risk alerts to ACARA immediately upon detection of issues considered high risk to the project;
- respond to feedback from ACARA following reviews of documentation including those developed for administration, training and marking purposes;
- modify documentation in response to feedback from ACARA;
- attend nominated meetings;
- provide agreed key milestone reports to ACARA by the specified dates; and
- meet the project deadlines.

Meetings

The Contractor will be required to communicate with ACARA's NAP Sample team and ACARA's curriculum subject specialists at key project junctures. Regular meetings will be organised by ACARA via videoconference (as default mode) as follows:

- daily meetings as required during the assessment windows;
- weekly meetings at the outset of the project and in the lead up to each assessment window; and
- Fortnightly meetings to report on project progress at all other times.

The Contractor will also be required to conduct one face-to-face meeting with the NAP – Science Literacy Working Group. The meeting will be convened by ACARA and held in the ACARA Sydney office, except where otherwise mandated in case of COVID restrictions. The meeting will provide a forum for state and territory representatives to review the draft assessment materials and Field Trial psychometric data. The Working Group will contribute to decisions regarding the final pool of items/modules for Main Study inclusion. The Contractor will be responsible for the costs associated with their own attendance at the meeting. Catering, venue and all technical equipment will be provided by ACARA.

The Contractor will also attend a project close-out meeting via video-conference with key members of ACARA's project team at an agreed time after the delivery of all required files to ACARA to discuss aspects of the project.

Project progress reports

Written project progress reports are to be submitted quarterly to ACARA outlining progress on the key deliverables and issues that have arisen. Exception reports are required in the event of unforeseen circumstances.

Key milestone reports

Written key milestone reports may be requested by ACARA by specific dates after the completion of each phase of the project implementation:

- Assessment framework review and updates;
- Test development and authoring in the platform;
- Field Trial including preparation, test administration and marking;
- Main Study including all preparation activities, test administration and marking;
- Main Study data analysis and reporting.

Project completion/evaluation report

The Contractor must also provide a project completion/evaluation report outlining, as a minimum, the following:

- an outline of successful components of the project delivery;
- an outline of any obstacles, incidents or issues encountered that affected the delivery or reputation of the project, and any potential obstacles, incidents or issues that may affect the project in subsequent years;
- an outline of any areas requiring improvement where a variation may improve any future work.

Resources

It is expected that resources for successful respondent's staff such as travel, office facilities, equipment and staff required for the completion of the contract will be provided by the Contractor and included as part of the price.

Communication and Evaluation

It is expected the Contractor will:

- maintain open and collegial communication with the ACARA project team;
- communicate with the ACARA project team regarding the status and details of the project;
- lead the development of an agreed, shared and detailed timeline;
- endeavour to meet agreed timelines and discuss with the ACARA Project Manager any expected delays before the fall of the due date;
- maintain a level of flexibility and show a willingness to meet reasonable requests made by ACARA as they arise, including requests for a project status update, either in a formal format or otherwise (e.g. verbal); and
- attend project meetings at mutually agreed times as scheduled by ACARA;

2.4.2 Assessment framework review

In 2015, the assessment framework was revised to act as a bridge between past and future NAP-SL cycles. It incorporated the existing assessment domain and progress map so that the underlying construct of the NAP-SL assessment could be maintained, while providing an overview of the connections to the Australian Curriculum and the online assessment model. In preparation for the NAP-SL 2018 cycle, the [assessment framework](#) was revised and updated to accommodate the new Year 10 NAP-SL assessment.

The Assessment Framework NAP-Science Literacy 2018 contains specifications for both the Year 6 and the Year 10 science literacy assessments. The recommendations extend the aspects of science literacy and the depth with which it is assessed, while maintaining the underlying construct of the assessment to enable effective historical comparison.

The framework stipulates and describes the content to be assessed, the cognitive engagement that is expected of students, and the types of assessment tasks and questions to be included in the assessment. The development of the framework was guided by the Australian Curriculum: Science and was informed by research in science education, research in assessment and measurement, best practices in assessment, and international assessment frameworks. The framework was further refined through feedback from reviews by a panel of state and territory and ACARA experts as well as through feedback from a pilot item writing project that aimed to implement key framework recommendations.

For NAP-SL 2022, the Contractor will be required to conduct the following:

- update the 2018 NAP-SL assessment framework, taking into account the revised NAP-SL assessment domain and progress map as foundation documents and identifying how science literacy and critical and creative thinking skills can be assessed against the Australian Curriculum: Science achievement standards and the general capabilities;
- further incorporate the general capabilities, specifically Critical and Creative Thinking, as it relates to science literacy;
- provide a report with advice on the proposed development work for ACARA's approval;
- produce draft assessment frameworks for review by jurisdictions and other stakeholders;
- review feedback and implement changes as required; and
- provide a final assessment framework for subsequent publication on ACARA's NAP website.

The revised assessment framework will provide the basis for developing the 2022 assessment instrument.

2.4.3 Equating design

The equating design will be developed in collaboration with ACARA psychometricians and is to be documented and include implications for:

- item development for future online assessments;

- the retention of and validity of secure items for equating; and
- the release of items for other school assessment options following each cycle of assessment.

The previous cycle assessment materials used in 2018 and a selection of the new items from 2018 must be utilised in equating the instruments. These materials will be provided by ACARA to the Contractor.

2.4.4 Development of assessment instruments

The Contractor is required to develop an assessment instrument in accordance with the revised assessment framework.

The assessment instruments will be administered to Year 6 and Year 10 students in Australian schools to measure student science literacy and critical and creative thinking skills.

There should be sufficient assessment items for up to ninety minutes of testing for each student. Approximately 210 items will be required for the trial of the objective assessment items. Six practical tasks comprising approximately 100 items will also be required for trial.

Currently, there is a pool of approximately 140 items, newly developed and available from previous cycle and these would need to be reviewed for suitability in light of the assessment framework review. These will be made available to the successful Contractor. A contract variation indicating increased costs may be required once item development is complete if previously developed items are not used.

The distribution of items across the assessment domain of Scientific Literacy should be informed by the revised assessment framework and the previous distribution (across strands and major concept areas) which is documented in the 2018 NAP-SL Public and Technical Reports, available at: <https://www.nap.edu.au/results-and-reports/national-reports>

In line with previous cycles, the assessment will be developed using the Balanced Incomplete Block (BIB) design. Previous test designs for Field Trial and Main Study will be reviewed by the Contractor and ACARA psychometricians. Blocks of items will be rotated to control for positioning effects for all items, including the trend items, except for items relating to inquiry tasks, which will appear at the end of every test form. In addition, the design will maximise the number of clusters and tasks each cluster or task is combined with in the test forms.

All items, both objective and practical, must be developed according to QTI v2.1 specification and authored directly into the ADS item authoring system.

Guidelines pertaining to the QTI v2.1 specification are available at:

http://www.imsglobal.org/question/qti2p1/imsqti_implv2p1.html

The QTI Implementation Guide contains examples of QTI v2.1 items and some are illustrated by screen shots. Image, audio and video files can be accommodated. While the *rendering* of QTI compatible items as depicted in the Guidelines should not be considered prescriptive, the range of item interactions/types should be noted to inform the scope of item development.

The Contractor will be required to develop associated descriptors and marking keys for the test items and provide information about the coverage of the assessment domain and reporting scale. All item meta-data, including rubrics, prompts, marking information and assets, will be required to be entered into the item authoring and management system and, together with the items themselves, will become the property of ACARA. The ADS item authoring system will support the creation of items and all elements of the business process relating to editing, review and approval on the precondition that the assessment framework has been created.

The ADS system will also adhere to technical interoperability standards for accessibility and accommodations.

The Contractor will accept feedback from ACARA's Science Literacy Working Group on the draft assessment materials at key points during the development phase.

The reviews will be conducted online and face-to-face at key stages during the term of the project. Item developers are expected to be responsive to advice provided by jurisdictional stakeholders.

The sample assessment testing design employs the rotational, incomplete block design to ensure a comprehensive coverage of content in science while minimising the task load on students taking part in the assessment. Three clusters and one inquiry task will be completed by any given student during Main Study.

All items developed will need the following (non-exhaustive) metadata provided:

- the relevant year level or indication as to whether the item is a link;
- a descriptor using metalanguage found in the Australian Curriculum (examples can be provided);
- a difficulty estimate;
- the relevant Australian Curriculum Content Description and Code and accompanying year level;
- the general capabilities; and
- the key or suggested rubric for extended text/constructed response items.

All new and trend items will be reviewed by ACARA's Curriculum Specialist and the NAP-SL Literacy Working Group via the technology provider's online review system.

The distribution of items across the assessment domain should be informed by the Australian Curriculum and the revised assessment framework. The Contractor is to provide a map showing the relationship of the final set of items to the assessment framework.

In addressing how assessment instrument development will be undertaken, the Contractor should specifically include in their response the following aspects:

- that assessment material is culturally inclusive, culturally responsive and respectful of Aboriginal and Torres Strait Islander historical and contemporary realities and aligned with the Australian Curriculum, including Aboriginal and Torres Strait Islander histories and culture cross curriculum priority;
- that issues of gender bias are addressed;
- that proposed procedures to ensure that rigorous test development occurs including defined in-house quality assurance measures;

- how the secure assessment materials from previous cycles are proposed to be utilised;
- how to ensure that items retained as part of the secure assessment materials remain valid over an extended period of time and are not overly language and context dependent;
- comply with ACARA's style guide and accessibility guidelines and recommendations;
- that all items are compliant with Web Content Accessibility Guidelines WCAG 2.0 AA requirements and the ACARA [Guidelines for the development of accessible NAPLAN online items](#) (aside from part 3 of the Guidelines);
- that all work/materials are kept highly secure during all phases of the work. All personnel involved in the work must be fully aware of the security requirements. This includes the electronic transmission of materials.
- the provision of final compliance lists and tables.

ACARA has a copyright license with Alamy Australia. Under the license, we will create accounts for our contractors to source suitable graphics for inclusion in items. (The file sizes of the preview version of images are far more suitable for using in the online environment.) Contractors will be expected to include all relevant details of all resources sourced from Alamy or other sources into IPENDO, ACARA's IP management database, as part of the item development process.

The ownership of all modules together with associated metadata and marking assets, including those omitted in the construction of the final test will remain the property of ACARA.

ACARA will not accept test materials that have been used by the contractor in other test programs. However, ACARA reserves the right to a contract variation and price reduction if items/modules from other testing programs are recommended by the contractor and deemed suitable by ACARA for comparative reporting purposes and value-add.

2.4.5 Student Survey

The Student Survey involves the collection of information on students' attitudes to science and participation in science related activities. The survey was implemented for the first time as part of the 2009 NAP – Science Literacy assessment and revised in subsequent cycles.

The Contractor will review the 2015 and 2018 survey instrument to ensure that all items remain relevant and administer it to students concurrently with the 2022 assessment. The 2015 survey student responses provided valuable advice for teachers on their pedagogies and where they were or were not addressing aspects of the curriculum. It also provided feedback on students' attitudes towards learning science, the value they placed on science, how they were learning science and from whom.

All survey items must be compliant with the QTI v2.1 specification and authored directly into the ADS item authoring system.

The Contractor will trial the survey online and inform ACARA of its suitability for use in the 2022 national assessment.

2.4.6 Appoint and train invigilators (Field Trial and Main Study)

The Contractor will employ suitably qualified ICT literate test administrators for both Field Trial and Main Study assessment events who are competent in administering tests online for all Field Trial and Main Study schools.

The Contractor must ensure that test administrators are fully prepared for their role and have access to email and phone helpdesk advice needed to resolve technical issues that may arise during their preparation and the conduct of testing.

The Contractor will need to organise training for their invigilators so that they are fully aware of their responsibilities with regard to test administration, the security of test materials, and administering tests on the technology provider's platform; and provide evidence that all invigilators have successfully completed such training.

The Contractor will be responsible for all costs associated with the hiring and training of invigilators, and for all transport and other costs for in-school invigilation. The Contractor will be required to audit any materials given to and returned from invigilators in order to ensure that all materials are accounted for and not left at schools or lost in transit.

Requirements for invigilators

The invigilators employed by the Contractor must be familiar with the purpose and content of NAP-SL, and specifically with the prescribed online testing context and procedures.

Invigilators will be required to administer the tests under test conditions including actively monitoring students during the test (e.g. supervising students to ensure that students are not copying from other students' work or searching the internet).

Invigilators must also be familiar with schools and school routines and suitably experienced in managing students in a classroom. Where the contractor intends to employ invigilators who are not current or previous teachers, contractors should provide information about what relevant qualifications invigilators hold.

It is expected that invigilators should be sufficiently proficient in using computer devices.

The Contractor will also be responsible for ensuring that all invigilators meet the requisite security requirements and checks, including working with children checks, for the jurisdictions in which they will administer the tests e.g. invigilators must have approval to enter and work in schools (note that invigilators from South Australia must have attended RAN-EC training). Note that some schools may require invigilators to show their approval/clearance to enter/work in schools, along with photo identification, before allowing invigilators to enter school grounds. Invigilators must be informed of and comply with the COVID-19 processes in place at each school.

2.4.7 Field Trial and Main Study administration procedures

All materials are to be based on the procedures developed for the previous cycle.

The Contractor will be responsible for:

- refining existing test administration manuals including the familiarisation of school contact officers and technical support officers to ensure that procedures are clear and concise.

- coordinating and conducting all phases of testing, including contacting schools and confirming their participation, ensuring technical readiness (installation of the LDB and Technical Readiness Test) and related aspects of quality control;
- implementing student selection for MS.

One class of 20 students in each school is required to participate in the assessment. The contractor is required to communicate with schools to obtain the full cohort list of students. From this list, the contractor is then required to select a maximum of 20 students. Student lists should be obtained securely from schools via the contractor's secure portal. The final list of 20 students will need to be provided to schools via the same portal.

The Contractor will:

- send all information relating to manuals, data collection forms and any other materials required for the administration of the tests to ACARA for approval and sign off;
- provide the School Contact and School Technical Support Officer manuals, and any other information relating to the administration of the test to schools via the Contractor's designated secure web portal.

The following should be noted:

- Correspondence with schools must be directed to principals in the first instance or school contact officers once nominated by the principal, via email and/or the Contractor's designated web portal.

Copies of handbooks and manuals used in previous cycles are available for quoting purposes.

2.4.8 Field Trial and Main Study helpdesk

The Contractor will be required to maintain a toll-free help line and email, sufficiently staffed to handle demand and knowledgeable in online test administration procedures. The help line will be open from 8 am AEST to 5pm AWST for a period of three weeks (or as agreed) prior to the testing, and during Field Trial and Main Study testing periods.

The Contractor is required to keep daily test session logs informed by helpdesk enquiries. Final format of the logs will be agreed to between ACARA and the Contractor.

The Contractor is required to monitor school and student completions for Field Trial and Main Study assessment events.

The Contractor must also monitor the technical readiness phase very closely to ensure that all schools complete the required checks on all assessment devices (including PC, Mac, Android and Chromebook) and issues are resolved.

During the testing windows, the Contractor is required to provide regular reports listing the number of students that completed each test each day against the number of expected students and any issues experienced.

Helpdesk reports should be provided in a clear and consistent fashion in order to make sense of the data, e.g. consider use of pivot tables and brief summary analysis for each report.

2.4.9 Student Background Information Collection

For NAP-SL Main Study, ACARA requires the secure collection of student background information from central agencies acting on behalf of schools where possible, or from schools individually.

For jurisdictions unable to collect student background data centrally, the Contractor is to securely collect the information from individual schools via the Contractor's secure portal. For those jurisdictions in which student background data can be provided centrally (on behalf of individual schools) ACARA will act as the conduit and all information transfer must take place via ACARA's secure FTP site.

The Contractor will provide telephone and email IT helpdesks for a period of not less than four weeks during the student background data collection period. Guidelines for administrators and sectors, describing the method to be used and the acceptable data formats need to be provided to guide school users to collate and present the student background information.

The Contractor must ensure that individual student background information provided by sectors, states and territories is accurately recorded and correctly matched with individual student test results and survey responses.

2.4.10 Field Trial and Main Study marking operations

The Contractor is expected to make provision for experienced persons to mark short and extended constructed response questions and online artefacts.

The Contractor will be required to establish a secure, central marking centre, including the provision of computers for marking, development of marking materials and the training of markers. The Contractor will be required to provide:

- up-to-date computer hardware (large high-resolution screen, keyboard, mouse) and internet connection for each marker;
- up-to-date computer software, browsers and operating systems with the latest updates;
- printer and scanner;
- chairs and tables that adhere to good ergonomic design to facilitate occupational health and safety;
- meal storage and heating facilities and some basic kitchen facilities (e.g. refrigerators, microwaves, plates, cups, forks);
- tea and coffee making facilities;
- break out training rooms;
- secure off-street parking.

The marking centre should be held at a highly secure premises and should accommodate sufficient markers to complete the marking operation.

The location of the marking centre should be in one central location in a capital city with team leaders, markers and a minimum of one lead marker.

Remote marking operations should be outlined as a contingency option. It should allow ACARA's personnel to have complete visibility of ongoing marker accuracy. Functionality and arrangements that ensure clarity of monitoring and security of

operation must be outlined in the tender response, including home marking requirements and support procedures.

The Contractor will need to be prepared to conduct the marking operation remotely in the event of COVID-19 disruptions as described above.

The marking centre should operate Monday to Friday from 8:30 am to 3:30 pm, with a one-hour break. The first day of this marking period will be a one-day training day. The marking operation for Field Trial is expected to be completed in one week and for Main Study it should be completed in two weeks.

The Contractor will develop and carry out procedures and related aspects of quality control, including the development of scoring/marking manuals and the training of markers in those procedures. The Contractor will review scoring rubrics developed during item development, making reference to student responses collected during Field Trial, and modify them for Main Study where required.

The Contractor is required to conduct single marking of all scripts for both Field Trial and Main Study, with a minimum of 10% check marking conducted for each marker on each day.

	Estimated Number of student responses to be marked (approximately)
Field Trial	30,000
Main Study	100,000

The Contractor is required to provide and use their own secure, online marking system which must be:

- able to accept electronic extracts of student responses; ESA/ACARA will provide the Contractor with electronic extracts of student responses from the platform for import into the Contractor's marking system.
- configured for implementing criteria specified in the marking guide; and,
- configured for quality control features, including frequently available reports. The Contractor's marking system must be able to accept (quality) control scripts, ensuring that they render in a way that they are indistinguishable from live scripts. The Contractor will also need to provide technical support (i.e. a helpdesk) for, and training in, their own online marking system for the duration of the marking operation.

The marking system is expected to enable the Contractor's suitably qualified markers to mark short and extended response items and inquiry tasks online and allow markers to record marks and comments and to have access to any necessary information to mark responses including rubrics.

The Contractor is expected to provide regular reports to ACARA demonstrating marker consistency, reliability and productivity. The Contractor will also supply discrepancy reports for control scripts and check marking as well as frequency distribution reports to assist in the early identification of anomalous marking patterns at team and/or marker level.

The Contractor will develop procedures to ensure that a high degree of accuracy and reliability is achieved during the marking and coding of student responses. The Contractor will provide appropriate quality control statistics attesting to this aspect in the technical report.

Previous NAP-SL public and technical reports provide additional detail relating to check marking and reliability monitoring.

Requirements for Team leaders and Lead Marker

The Team leaders and Lead Marker employed by the Contractor are expected to:

- have proven experience in the marking of national assessments and preferably, the NAP-SL or NAP-CC assessments;
- have experience as a team leader in a system-level large scale marking operation;
- have proven strong communication skills with markers;
- have demonstrated high levels of accuracy and consistency in previous marking operations;
- be sufficiently skilled in using computer devices in order to learn how to mark scripts on an online marking platform; and,
- have a mobile phone.

Requirements for markers

The Contractor is expected to preference markers that:

- have proven experience in the marking of national assessments and preferably, the NAP-SL assessment;
- have demonstrated high levels of accuracy and consistency in previous marking operations;
- be sufficiently skilled in using computer devices in order to learn how to mark scripts on an online marking platform; and,
- have a mobile phone.

The Contractor will be responsible for all costs associated with the hiring and training of markers, for the period from the commencement of training to the completion of marking. Marker training must be able to be undertaken remotely in the event of COVID-19 disruptions.

The Contractor will be responsible for the secure storage of any complete raw data sets and/or reports held outside of the marking and scoring system.

Throughout the project, marking progress reports, including marking completion, marker quality and adjudication reports, should be made available to ACARA. Marking progress should be monitored and progress reports exported and supplied to ACARA at least once every marking session.

2.4.11 Cleaning and psychometric analysis of data

Data cleaning is the Contractor's responsibility. Data will need to be checked according to the following requirements:

- for completeness
- for correct and unique values of identification variables;
- for valid ranges of all variables, including background variables and responses to the test items; and
- for inconsistencies between variables.

Empty or blank cells are not accepted in the cleaned data files.

Once data cleaning and processing have been finalised, the responses should be scored and result tables generated by sample, jurisdiction and school to inform the school reports (see 2.4.14).

Scaling and equating of performance data are not part of this contract. Student achievement scores (plausible values and WLEs) on the historical NAP-SL scale will be provided to the Contractor.

However, questionnaire data will need to be analysed by the Contractor.

The aim of the analysis of Field Trial questionnaire data is to provide an empirical basis for the selection of questionnaire material for Main Study.

The Contractor should undertake a review of percentages across categories and provide information about possible skew, as well as the proportion of missing responses. Preference should be given to the selection of items with good psychometric properties (as evidenced by scale and item reliabilities and the fit to the Rasch Partial Credit model). Distributions of student questionnaire variables should also be compared with those from previous surveys at both the national and jurisdictional level. For items that are designed to measure latent constructs, the Contractor should use exploratory and confirmatory factor analysis to review the dimensionality of items. Once dimensionality has been explored, classical item statistics (e.g. reliabilities, item-score correlations) as well as item response theory (IRT) based statistics will further inform the scaling characteristics of these items. Scale scores for these constructs will be derived using the IRT Partial Credit model.

ACARA will schedule a face-to-face meeting for the Contractor to present the findings to the NAP-ICTL Working Group and ACARA's curriculum specialists. Feedback regarding face validity of items (as a result of this activity) will be considered together with psychometric data to inform the final module and item selection for the main sample.

The Contractor is required to perform similar analysis on Main Study questionnaire data.

2.4.12 School summary reporting

ACARA requires the Contractor to provide Main Study schools and students participating in Main Study with information about their students' test performance. For schools and students this information will need to be returned before the completion of the 2022 school year.

The Contractor will provide Main Study schools with feedback on student performance in a report format similar to that used in previous national assessments (see 2018 NAP-SL Literacy Technical Report, Appendix 4). These reports, known as School Summary Reports, must display links to the assessment framework and the Australian Curriculum. The contractor is required to identify appropriate

curriculum codes and descriptors in consultation with ACARA's digital technologies specialist.

2.4.13 Public report on students' science literacy proficiency

The Contractor will prepare a report describing students' science literacy performance, as well as critical and creative thinking skills together with longitudinal trends in consultation with ACARA's psychometricians and subject matter experts. This will require secondary analysis of the achievement and questionnaire scales and of background data and individual questions from the questionnaire.

As sampling is not included in this contract, weights and replicate weights will be provided to the Contractor for estimation of population statistics and their standard errors. The replicate weights will be based on Jackknife 2 methodology and will take into account the effect the sampling design has on the uncertainty in the population statistics. The use of plausible values for achievement scores will ensure unbiased population statistics and further improve the estimation of the standard errors by including a measurement error. Uncertainties in the population estimates will be reported as confidence intervals.

Differences in means or percentages should be tested for statistical significance. Statistical comparisons of achievement between assessment cycles should take uncertainty in equating into account (i.e. the equating error, which will be provided by ACARA).

The Contractor is also expected to review and ensure that the current proficiency level descriptions appropriately reflect the performance of items in the 2022 cycle and refine accordingly, if required.

The Contractor will be required to model the structure and content of the Report on the latest NAP-CC and NAP-ICTL reports and format the document using Microsoft Word. ACARA's graphic designer will convert the document into an online presentation using InDesign.

ACARA's Science Literacy curriculum specialist will contribute one chapter to the report and will require the Contractor's guidance and support in order to develop commentary in line with the content of the report as a whole. This chapter will reference overall key findings, strengths and weaknesses, teaching strategies and will include explicit references to the Australian Curriculum.

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

The Report will undergo a review cycle with ACARA's executive and key external stakeholders and will be approved by the ACARA Board and the the Council of Australian, State and Territory government ministers responsible for education The Contractor will assist with the collation of feedback from the various reviews and manage subsequent changes in consultation with ACARA.

On endorsement of the content and format of the report by ACARA, the Contractor will provide the final report for ACARA's graphic designer for publication purposes.

2.4.14 Technical report

The Contractor will prepare a comprehensive technical report, with contributions provided by ACARA regarding sampling and scaling and equating of the

achievement data, that documents technical details of the complete study for future reference by Contractors and external researchers. The technical report will be critical to ensuring that contractors conducting future rounds of national science literacy assessments can replicate the analyses and statistics. Additionally, decisions regarding the construction of the scale for 2022 that may have implications for scaling and equating in 2025 are to be documented. The technical report must include:

1. An introduction
2. Description of the assessment framework and instrument design
3. Sampling and weighting (including response rates, provided by ACARA)
4. Data collection and processing (including marking)
5. Scaling and equating methods and outcomes (provided by ACARA)
6. Proficiency level and standards
7. Reporting of results

More details for each of these sections are provided in previous NAP – Sample Technical Reports, located on the [Results and Reports](#) page of the ACARA website. The same structure used in the latest technical reports of NAP-CC and NAP-ICTL are to be used for NAP-SL 2022.

On endorsement of the content and format of the report by ACARA, the Contractor will provide the final report for ACARA's graphic designer.

2.4.15 Fully documented database

The Contractor will also prepare a fully documented electronic database of the student data and tables in Excel containing all statistics used in the construction of the public report. The database is expected to be used by researchers undertaking approved investigations.

Along with the database, the Contractor is to supply ACARA with a data dictionary and manual. The manual is practical and aimed at researchers who analyse the data without needing to read the full technical report.

Occasionally, the Contractor may be asked to help responding to queries from researchers about analysing the database.

The following list of Materials is to be developed by the Contractor under the Contract in which ACARA would retain intellectual property

- All modules and associated metadata developed by the Contractor remain the property of ACARA whether items have been used at trial or Main Study or discarded due to unacceptable psychometric properties;
- All materials associated with test design and specifications and codeframes;
- All support materials developed to assist schools and test administrators with the administration of the assessments;
- All marking guides and supporting documentation;
- All other documents and/or reports relating to the assessment framework, sampling and equating;
- All data analyses conducted post trial and Main Study including fully documented database and user manual;
- All reports submitted by the Contractor to ACARA at the end of each critical phase;
- All reports (public and technical) published on ACARA's website; and,
- All material relating to school summary reporting.

Secure deletion of data

The Contractor is required to delete data on completion of the project as specified by ACARA. ACARA will require confirmation that data has been deleted as specified.

Policies, Standards and Guidelines

All Deliverables and work completed by the Contractor must meet the following standards:

- ACARA's Item Development Guidelines
- ACARA's Item Authoring Guidelines
- ACARA's Language Style Guide
- ACARA's Brandmark and Style Guidelines
- Web Content Accessibility Guidelines (WCAG) 2.0 AA
- ACARA Accessibility Guidelines
- Macquarie Dictionary
- Peters, P. (2007). Cambridge guide to English usage. Macquarie University.
- The Commonwealth Style Manual, AGPS, Canberra (latest edition)
- Data Standards Manual Student Background Characteristics (ACARA, 2017)
- Australian Standards for Document Management (AS ISO 15489)
- Commonwealth Fraud Control Guidelines – 2011

Time-frame

Indicative timeframe follows. May be revised by agreement between the parties.

Task Name	Start	End
Project Initiation The Project Plan will be finalised during this period and will include: <ul style="list-style-type: none"> - Detailed timeline - Communication Plan - Risk Management Plan - Security Plan - Quality Assurance Plan Meet with ACARA's technology provider	7-Sep-21	30-Sep-21
Review Assessment Framework - consult with ACARA's curriculum subject specialist to determine parameters influencing item development. Scope and plan review of Assessment Framework.	7-Sep-21	30-Sep-21
Draft revised Assessment Framework in consult with ACARA's curriculum subject specialist and Working Group	1-Oct-21	28-Oct-21
Equating design reviewed and documented	27-Oct-21	22-Oct-21
Field Trial and Main Study school samples ready for ACARA	28-Oct-21	28-Oct-21
Lists of sampled schools sent to State/Territory Liaison Officers for review	15-Nov-21	15-Nov-21
Finalise Assessment Framework in consultation with ACARA's curriculum subject specialists	1-Nov-21	15-Nov-21
Item development phase (includes review of existing items) and item authoring in the ADS	15-Nov-21	18-Feb-22
Item review and finalization phase	21-Feb-22	15-Apr-22
Practice questions/tutorial: review existing, develop new items if needed.	1-Mar-22	31-Mar-22
Construction of Field Trial tests	18-Apr-22	29-Apr-22
Quality Assurance testing of Field Trial tests	2-May-22	20-May-22
Test forms, student survey and practice tutorial signed off by ACARA	16-May-22	20-May-22
Field Trial Preparation – contact school, conduct TRT and TA training	21-Mar-22	30-May-22
NAPLAN TEST WINDOW (avoid correspondence with jurisdictions for agreed period prior to and during)	10-May-22	20-May-22
Conduct NAP-SL Field Trial in five jurisdictions (two-week window)	6-Jun-22	17-Jun-22
Field Trial - Marking operation (one week)	27-Jun-22	1-Jul-22

Field Trial - Psychometric Analysis (four weeks) including preparing report for WG meeting (not part of this contract)	4-Jul-22	29-Jul-22
NAP-SL WG face-to-face meeting in Sydney	4-Aug-22	5-Aug-22
Final item pool selected - approved by ACARA	19-Aug-22	19-Aug-22
Marking Guide refinement for Main Study marking operation	22-Aug-22	2-Sep-22
Contact MS Schools (school contacts, test date nomination, student lists etc.)	4-Aug-22	2-Sep-22
Sample student selection	8-Aug-22	1-Sep-22
Finalise test administration materials	9-Aug-22	16-Sep-22
Student Background Data Capture	6-Oct-22	2-Dec-22
Schools perform technical readiness tasks	8-Aug-22	4-Oct-22
Conduct NAP-SL Literacy Main Study in VIC and territories (three-week window)	17-Oct-22	4-Nov-22
Marking operation (two-week window)	14-Nov-22	25-Nov-22
Reporting to Schools	30-Nov-22	9-Dec-22
Main Study psychometric analyses (not part of this contract)	28-Nov-22	17-Feb-23
Develop first draft public report, including analysis for reporting	16-Dec-22	31-Mar-23
In-house review of public report	4-Apr-23	21-Apr-23
External stakeholder review of public report	3-May-23	9-Jun-23
First draft technical report	4-Apr-23	31-May-23
ACARA review draft technical report	1-Jun-23	22-Jun-23
Final technical report		28-Jul-23
Provide responses to public report queries until approved by ACARA Board and EC	28-Mar-23	26-Oct-23
Fully documented database delivered	23-Nov	23-Nov
Close-out report	23-Nov	23-Nov

Performance

The Services will be evaluated by the Project Manager using the following table.

As the client who paid for this service, how well did the Vendor meet your expectations?	N/A	Unsatisfactory	Marginal	Acceptable	Good	Excellent
1 . Time Management e.g. meeting milestones, resourcing, planning, reporting						
2 . Management & suitability of personnel e.g. skills, experience, sufficient number, appropriate seniority used						
3 . Standard of Service e.g. meeting brief, budget, value for money, no rework, supervision, no over servicing or under servicing						
4 . Quality Outcomes e.g. accuracy, usability and effectiveness of results						
5 . Cost . actual cost did not exceed cost estimate without prior agreement						
6 . Communications . appropriate level of reporting						
7 . Information Technology . IT used where appropriate to increase efficiency and reduce costs						
8 . Cooperative Relationships e.g. Cooperative approach, commitment, resolving issues						
9 . Value for Money . Upfront and after-purchase costs and benefits, as well as considering fitness for purpose						
10 . Recommendation for Future Work . Would you recommend the Vendor for similar type of work?	Yes ▶			No ▶		

SPECIAL CONDITIONS SCHEDULE

The terms of the Special Conditions Schedule are:

1. Definitions

1.1. In this Special Conditions Schedule, unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

ACARA Act	means the <i>Australian Curriculum, Assessment and Reporting Authority Act 2008 (Cth)</i> ;
Contractor's ICT system	includes any electronic or other system, or any related process, equipment, tool, device, infrastructure, network, data, information, transmission, communication, software or facility, whether 'stand alone' or connected with the system;
Data Breach	means any actual or suspected unauthorised dealing with, leak, spill or loss of Jurisdiction Data, including (without limitation): <ol style="list-style-type: none"> unauthorised access to, or unauthorised disclosure or unauthorised modification of, Jurisdiction Data; loss of information in circumstances where there is a risk of unauthorised access to, or unauthorised disclosure of, Jurisdiction Data; and an Eligible Data Breach in relation to Jurisdiction Data;
Eligible Data Breach	has the same meaning as it has in the Privacy Act;
Information Security Manual	means the Australian Signals Directorate <i>Information Security Manual</i> available at https://www.asd.gov.au/infosec/ism/ ;
Jurisdiction Data	means all data that has been supplied to ACARA by an Australian State or Territory for the purposes of administering and reporting on the NAP, including information and material processed, produced or derived using that information and material, including de-identified data, aggregated data and metadata;
NAP	means the national assessment program developed and administered by ACARA under the ACARA Act;
NAP Sample Privacy and Data Management Policies	means the privacy and data management policy and procedure framework documents that are applicable to ACARA and ACARA's management of a NAP as provided to the Contractor by ACARA from time to time;
Non-Government Sector	means the independent school sector and the catholic school sector in a State or Territory;

Non-identifying Jurisdiction Data	means any part of the Jurisdiction Data that has been effectively de-identified, such that the data is not about an individual whose identity is apparent or reasonably ascertainable from that data, whether on its own or in combination with other available information;
Non-Jurisdiction Data	means data that is not Jurisdiction Data that is collected for the purposes of NAP as specified by ACARA;
Personal Information	has the same meaning as it has in the Privacy Act;
Platform Student Identifiers	means the unique identifier assigned to a student in a school that enables that Student to participate in a NAP;
Protective Security Policy Framework	means the <i>Australian Government Protective Security Policy Framework</i> available at https://www.protectivesecurity.gov.au/ ;
Privacy Act	means the <i>Privacy Act 1988</i> (Cth);
Security Incident	means any actual or suspected breach of security (whether relating to information, logical, physical or system security or otherwise), or any contact, request or approach from any person seeking unauthorised access to Jurisdiction Data, or circumstances that highlights any actual or potential security vulnerability or which identifies a potential threat to security, including for example (without limitation): an attack, penetration, denial of service, disclosure of proprietary information, misuse of system access, unauthorised access or intrusion (hacking), virus intrusion, scan of the systems, networks, technology, content or websites of the Contractor or any other activity that could adversely affect Jurisdiction Data; and
Sensitive Personal Information	has the same meaning as “sensitive information” in the Privacy Act.

2. Acknowledgement and undertaking

- 2.1. The Contractor acknowledges that Jurisdiction Data that it may receive from ACARA under this Agreement includes Sensitive Personal Information.
- 2.2. The Contractor undertakes to comply fully with the terms of this Special Conditions Schedule.
- 2.3. The Contractor:
 - a. acknowledges that ACARA will be required to execute an agreement with the States and Territories that will impose obligations on ACARA regarding the handling of data for online activities associated with NAP (the Data Exchange Agreement) and the Services provided by the Contractor under this Agreement are subject to the Data Exchange Agreement;

- b. acknowledges that the Data Exchange Agreement is likely to be executed by the parties in early 2022;
- c. acknowledges that this Special Conditions Schedule contains terms and conditions that ACARA expects that it will need to impose on the Contractor under the Data Exchange Agreement;
- d. acknowledges that the executed Data Exchange Agreement may contain different or additional terms and conditions to those set out in this Special Conditions Schedule; and
- e. if ACARA reasonably considers that the executed Data Exchange Agreement contains different or additional terms and conditions, the Contractor will not unreasonably refuse a request by ACARA to vary this Special Conditions Schedule to reflect these different or additional terms and conditions.

3. Collection Notice

- 3.1. To the extent that the Contractor collects Personal Information under the Privacy Act in connection with the Services it must:
 - a. take all reasonable steps to ensure that before it collects Personal Information from an individual (or as soon as practicable after they have collected the information), the subject of that Personal Information is made aware:
 - i. of the purpose for which the information is being collected;
 - ii. if the collection is authorised or required by law, that the collection is so authorised or required and the relevant law; and
 - iii. of the way in which the information may be used or disclosed (including any further disclosure that may be made by the entity to whom the Personal Information is initially disclosed); and
 - b. otherwise comply with the Privacy Act in relation to the provision of notice to such individuals; and
 - c. comply with any directions of ACARA regarding the Contractor's compliance with clauses 3.1.a and 3.1.b of this Special Conditions Schedule.

4. Data security

- 4.1. The Contractor must comply with the Protective Security Policy Framework and Information Security Manual to ensure that Jurisdiction Data is at all times protected against:
 - a. complete or partial loss;
 - b. complete or partial corruption;
 - c. malicious deletion; and
 - d. accidental deletion.
- 4.2. The Contractor must take all reasonable steps, including by ensuring that any security and access controls comply with the Information Security Manual, to prevent any Security Incident or Data Breach occurring and, in particular, to ensure that no

unauthorised party is allowed physical or electronic access to Jurisdiction Data, to the extent it is stored on the Contractor's ICT system.

5. Use, storage and disclosure of Jurisdiction Data and Non-Jurisdiction Data

- 5.1. If directed by ACARA, the Contractor must delete Jurisdiction Data relating to one or more States and Territories.
- 5.2. The Contractor must only access Jurisdiction Data as required to enable the relevant State or Territory to participate in NAP and must not disclose Jurisdiction Data except as expressly permitted in this Special Conditions Schedule.
- 5.3. The Contractor must ensure that Jurisdiction Data and Non-Jurisdiction Data that has been effectively de-identified is only disclosed to:
- a. ACARA;
 - b. the State or Territory entity to which it relates, which in the context of the State of Queensland must not be to the Queensland Department of Education in relation to Jurisdiction Data relating to a school within a Non-Government Sector; or
 - c. any other third party, including a subcontractor that has been approved by ACARA in accordance with clause [12] of this Agreement, with the prior written approval of ACARA, which:
 - i. may or may not be given by ACARA acting in its absolute discretion; and
 - ii. may be subject to any conditions ACARA considers appropriate acting in its absolute discretion.
- 5.4. The Contractor must ensure that Jurisdiction Data and Non-Jurisdiction Data that has not been effectively de-identified:
- a. subject to clause 5.3 of this Special Conditions Schedule, remains confidential;
 - b. is securely stored and all reasonable steps are taken to prevent unauthorised physical or electronic access;
 - c. is not transferred, or accessed from, outside of Australia without the prior written consent of ACARA;
 - d. is only used in a manner permitted by section 40 of the ACARA Act, the Privacy Act and this Agreement; and
 - e. is held in compliance with the Privacy Act.
- 5.5. The Contractor must:
- i. ensure that any other party to whom Jurisdiction Data or Non-Jurisdiction Data is disclosed in accordance with clause 5.3.c of this Special Conditions Schedule:
 - A. is bound by any conditions prescribed by ACARA under clause 5.3.c.ii of this Special Conditions Schedule and by obligations substantially similar to the obligations set out in this Special Conditions Schedule; and
 - B. complies with any conditions and obligations referred to in clause 5.5.i.A of this Special Conditions Schedule; and

- ii. exercise any rights it may have against any other party to whom Jurisdiction Data or Non-Jurisdiction Data is disclosed in accordance with clause 5.3.c of this Special Conditions Schedule in connection with that Jurisdiction Data or Non-Jurisdiction Data in accordance with any direction by ACARA.

5.6. If requested by ACARA, the Contractor must immediately deliver up to ACARA or destroy all copies (electronic and hard copy) of the Jurisdiction Data and Non-Jurisdiction Data that has not been effectively de-identified.

5.7. If the Contractor is provided with any Non-identifying Jurisdiction Data they must ensure that the Non-identifying Jurisdiction Data is not used or disclosed in a manner that may allow that data to be combined with other data in a way that could lead to an individual to whom the data relates becoming apparent or reasonably ascertainable.

6. Data Breach notification

6.1. The Contractor must ensure that the ACARA's Project Manager is immediately notified in writing of any Security Incident or Data Breach in relation to any Personal Information held by the Contractor as a result of this Agreement or its provision of the Services.

6.2. In the circumstances outlined in clause 6.1 of the Special Conditions Schedule, or where ACARA notifies the Contractor that there has been a Security Incident or Data Breach in relation to any Personal Information held by the Contractor as a result of this Agreement or its provision of the Services, the Contractor must:

- a. take all reasonable action to mitigate the risk of the Security Incident or Data Breach causing harm to any of the individuals to whom the Personal Information relates;
- b. if directed by ACARA, carry out an assessment (in consultation with ACARA and the relevant State or Territory entity) in accordance with the requirements of the Privacy Act if there are reasonable grounds to suspect that there may have been an Eligible Data Breach;
- c. unless otherwise directed by ACARA and the relevant State or Territory entity, take all other action necessary (in consultation with ACARA and the relevant State or Territory entity, including in relation to the communication of any notification for the purposes of section 26WL of the Privacy Act) to comply with the requirements of the Privacy Act; and
- d. take any other action as reasonably directed by ACARA.

6.3. The Contractor agrees to provide a monthly report to ACARA detailing all information security issues (including all Security Incidents, Data Breaches and matters related to such issues) relating to the Services in the reporting period, and where Jurisdiction Data is affected, the report must specifically address any issues relating to that data.

6.4. The Contractor agrees to notify ACARA immediately if it becomes aware of a breach or possible breach of its obligations under this clause 6 of the Special Conditions Schedule.

6.5. Unless required by law, the Contractor agrees not to make or issue any public statement or disclosure (including public statements or disclosures to media outlets, conferences, press conferences or any other public or media event) about any

suspected Eligible Data Breach, Data Breach, Security Breach or breach of this Agreement without the prior written consent of ACARA and the relevant State or Territory entities.

7. Use of Platform Student Identifiers

- 7.1. The Contractor:
- a. must not adopt the Platform Student Identifiers as their own identifiers; and
 - b. must not use or disclose the Platform Student Identifiers unless authorised by ACARA in writing.

8. Assistance

- 8.1. The Contractor agrees that in performing its obligations under this Agreement, the Contractor will act in a manner that allows ACARA to comply with its obligations under the Privacy Act, the *Freedom of Information Act 1982* (Cth) and the *Archives Act 1983* (Cth).
- 8.2. The Contractor must provide all reasonable and timely assistance and information to ACARA in respect of addressing:
- a. any Data Breach;
 - b. any Security Incident, including a Security Incident affecting Jurisdiction Data;
 - c. any application made under the access and amendment provisions of the Privacy Act, or any privacy complaint made to the Contractor, ACARA, or to the Office of the Australian Information Commissioner;
 - d. any application made to ACARA under the *Freedom of Information Act 1982* (Cth) for access to information, including any Jurisdiction Data; and
 - e. any compliance audit of systems or facilities holding Jurisdiction Data required to be conducted under the Privacy Act, the *Freedom of Information Act 1982* (Cth), the *Archives Act 1983* (Cth) or other related legislation or policy.

9. Policies

- 9.1. The Contractor must comply with the NAP Sample Privacy and Data Management Policies as amended from time to time by ACARA.

10. Legislative / policy requirements

- 10.1 To the extent that the Contractor is required to deal with Personal Information subject to the Privacy Act, the Contractor agrees:
- a. that it is a 'contracted service provider' within the meaning of the Privacy Act for the purposes of this Agreement; and
 - b. in performing the Services, not to do any act or engage in any practice which, if done or engaged in by ACARA, would be a breach of an 'Australian Privacy Principle' within the meaning of the Privacy Act.
- 10.2 The Contractor must comply with the following requirements:

- a. all Contractor personnel (**Personnel**) that have access to student Personal Information (**Student Personal Information**) must:
 - i. if they have access to South Australian Student Personal Information, undergo an assessment of a person's relevant history by the South Australian Department of Human Services (**DHS**) Screening Unit as soon as possible (or other screening as required by the South Australian Department for Education (**SADE**)); and
 - ii. undergo a national police history pre-employment check and meet the clearance requirements.
- b. If the relevant Personnel do not undergo or do not meet the clearance requirements, the Contractor must not, except to the extent explicitly authorised by ACARA, permit the Personnel to have access to Student Personal Information.
- c. If the Contractor is or becomes aware that any Personnel is a Prohibited Person, they must immediately withdraw the Prohibited Person's access to Student Personal Information and notify ACARA.
- d. If ACARA is notified that any one or more Personnel is a Prohibited Person, ACARA will give the Contractor notice in writing and the Contractor must immediately withdraw the Prohibited Person's access to Student Personal Information.
- e. In this clause 10.2, 'Prohibited Person' means:
 - iii. a person to whom a prohibition notice has been issued by DHS Screening Unit;
 - iv. a person who, under a law of the Commonwealth, or of another State or Territory, is prohibited from working with children (including if such a person has engaged in conduct of a type referred to in clause 10.4); and
 - v. a person who has been found guilty of a prescribed offence (as defined in *Child Safety (Prohibited Persons) Act 2016 (SA)*) committed as an adult.

10.3 The Contractor agrees to notify ACARA immediately if it becomes aware of a breach or possible breach of its obligation under this clause 10.

10.4 For any Contractor Personnel that have access to Victorian Jurisdiction Data that includes student Personal Information, the Contractor agrees to notify ACARA if the Contractor considers that any such Personnel have engaged in any conduct:

- a. within Victoria which constitutes reportable conduct within the meaning of the *Child Wellbeing and Safety Act 2005 (Vic)*, or
- b. outside Victoria which, had it been engaged in by the person within Victoria, would constitute reportable conduct within the meaning of the *Child Wellbeing and Safety Act 2005 (Vic)*.

10.5 The Contractor acknowledges that ACARA will notify:

- a. all relevant State and Territory authorities in the event that any of the events in clause 10.2(b), 10.2(c) or 10.2(d) apply; and
- b. Victoria in the event that clause 10.4 applies.

SCHEDULE 2– LICENCE BY DEED (NO LICENCE FEE)
Notes:

1. This deed is **not** to be used for ACARA staff that provide materials (covered under employment contract) or for employees of ACARA's contractors (covered by terms of agreement between ACARA and the contractor).
2. This deed is **only** to be used where there is **no licence fee** required by the third-party copyright owner.

[Insert Date]

[Insert Name & Address]

By email: [insert email address]

Dear [insert name],

Re: Copyright permission request**Copyright Material: [insert detailed description of material]**

[Insert name of external contractor], on behalf of the Australian Curriculum, Assessment and Reporting Authority (**ACARA**), seeks permission to licence the Copyright Material above in connection with ACARA's National Assessment Program (**NAP**) and for various post-test uses (see below).

ACARA supports the advancement of student learning outcomes and teacher professional development. If the Copyright Material is selected for inclusion in the NAP, ACARA may provide the Copyright Material to educational organisations for post-test uses. You can find further details in the attached licensing deed (**Deed**).

To grant your permission, please sign, scan and return the attached Deed by email (to the email address listed at the top of the Deed) prior to our deadline of [insert deadline date]. Please note:

Signing the Deed:

- 1) For companies incorporated under the Corporations Act 2001 (Cth), please arrange for the Deed to be signed by:
 - a. Two (2) directors of the company;
 - b. A director and a company secretary of the company; or
 - c. For a proprietary company that has a sole director who is also the sole company secretary, that director. In this case, please ensure that the director states next to their signature that they are the sole director and sole company secretary of the company.
- 2) For individuals: please arrange for the Deed to be signed in front of a witness, who must be eighteen years of age or older and not a party to the Deed. Where there are two individuals noted as parties to this Deed, both individuals must sign the Deed.

Please do not hesitate to contact me by phone or email should you have any questions or wish to discuss this request further.

ACARA appreciates your support in helping to improve the educational outcomes for all young Australians.

Yours sincerely,

[Insert Signature including phone number and email address]

Licensing Deed

ATTENTION: [Insert name of Permission/Licensing Manager]

EMAIL: [Insert email address for return of completed forms]

This Deed is made between and binds the following parties:

1. **Australian Curriculum, Assessment and Reporting Authority** (ABN 54 735 928 084) of Level 13, 280 Elizabeth Street, Sydney, NSW (**ACARA**); and
2. [insert name of person or company] (**Licensor**).

In consideration of the mutual promises contained in this document, the parties to this Deed agree as follows:

1. Copyright Material:

Detailed description of copyright material, noting whether it has been adapted

2. Grant of Licence:

The Licensor hereby grants to ACARA a non-commercial, perpetual, irrevocable, world-wide, non-exclusive, royalty-free, licence to:

- a. adapt, edit or modify;
- b. communicate to the public on any Platform, such as by uploading the Copyright Material to a public Platform or emailing the Copyright Material;
- c. distribute;
- d. perform, cause to be seen or heard in public;
- e. make a cinematograph film of;
- f. publish (making the Copyright Material public for the first time);
- g. reproduce or copy (such as by making photocopies);
- h. sub-license; and
- i. otherwise use,

the Copyright Material in print and digital formats in connection with the National Assessment Program (**NAP**), including (without limitation):

- j. in ACARA's research and development tests; and
- k. as NAP Sample tests are solely online tests, use, reproduce and communicate by Education Services Australia Limited (**ESA**) or another contractor for the sole purpose of operating the online assessment platform that will contain the Copyright Material. ESA is a national, not-for-profit company owned by all Australian education ministers (www.esa.edu.au/),

and for post-test uses, including (without limitation):

- l. ACARA communicating the Copyright Material to the public on one of ACARA's public Platforms, including for the purposes of use in the online demonstration tests or school release materials;
- m. conducting research relating to either or both of the NAP and the Australian Curriculum; and

- n. supporting the advancement of student learning outcomes and teacher professional development by enabling Education Bodies to include the Copyright Material in student and teacher Support Materials, including in school classroom testing.

3. For the purpose of this Deed:

- a. **Australian Curriculum** means all information published by ACARA on its website <http://www.australiancurriculum.edu.au> as updated or revised from time to time or any later website used by ACARA to publish the approved national curriculum;
- b. **Education Bodies** means education bodies including the Commonwealth, State and Territory Departments of Education, State and Territory education authorities, universities and other education bodies, including (without limitation) the Australian Institute for Teaching and School Leadership, Education Services Australia Limited, schools (government and non-government), and non-government school authorities;
- c. **NAP** means the National Assessment Program - Literacy and Numeracy (NAPLAN), and the three-yearly sample assessments in science literacy, civics and citizenship, and information and communication technology (ICT) literacy;
- d. **Support Materials** means materials made available in different formats, including (without limitation) hard copy, on disk, and digital as downloaded from the Platforms of the Education Bodies; and
- e. **Platforms** means any service or medium used for electronic communication including (without limitation) both password protected and publicly accessible websites, email, social media, mobile telephony, IPTV, multimedia programs and apps, now known or developed in the future. For the avoidance of doubt, ACARA will only publish in PDF format to restrict the ability of the Copyright Material being downloaded separately from the test materials in which they are included.

4. Licence Fee: Nil

5. Acknowledgement:

ACARA agrees to provide the following acknowledgement:

Please insert the exact wording you require for acknowledging the source

6. Moral Rights Consent:

- a. If the Licensor is an individual, ACARA acknowledges that the Licensor may have Moral Rights in the Copyright Material. To the fullest extent permitted by law, the Licensor voluntarily, irrevocably and unconditionally consents to the performance of the Permitted Acts by ACARA, its licensees and successors which would otherwise infringe the Licensor's Moral Rights in respect of the Copyright Material, and waives the Licensor's Moral Rights.
- b. If the Licensor is an organisation or company, ACARA acknowledges that Moral Rights may subsist in the Copyright Material. To the fullest extent permitted by law, the Licensor will (and will procure that the author of the Copyright Material will) voluntarily, irrevocably and unconditionally consent to the performance of the Permitted Acts by ACARA, its licensees, and successors which would otherwise infringe the Moral Rights in respect of the Copyright Material, and waive any Moral Rights in respect of the Copyright Material.
- c. Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968 (Cth) as amended from time to time, and any similar rights capable of protection under the laws of any other jurisdiction.
- d. The Permitted Acts are any and all of the acts referred to in clause 2(a) – (m), including (without limitation) the following classes or types of acts or omissions:

- i. using, reproducing, publishing, communicating, adapting, exhibiting all or any part of the Copyright Material;
- ii. supplementing the Copyright Material with any other material;
- iii. using the Copyright Material in a different context to that originally envisaged;
- iv. use of the Copyright Material for advertising or promotional purposes of any kind;
- v. incorporating the Copyright Material into a Platform, other assessments, or as part of a professional development program;
- vi. use of the Copyright Material in tests and test items;
- vii. editing, contextualising, summarizing or truncating the Copyright Material for use in tests and test items or reference to editing of the Copyright Material;
- viii. associating an item of Copyright Material with similar or different items of Copyright Material;
- ix. use by Education Bodies such as including the Copyright Material in workshop presentations, posters and other teacher development materials; and
- x. publication of Copyright Material in tests online on Platforms by ACARA and the Education Bodies,

but does not include false attribution of authorship.

EXECUTED AS A DEED:

Date: (insert date)

SIGNED, SEALED and DELIVERED for)
and on behalf of the **Australian Curriculum,**)
Assessment and Reporting Authority by:)
General Manager, Assessment and Reporting

Signature

In the presence of:

Name of witness

Signature of witness

If Licensor is a company:

SIGNED, SEALED and DELIVERED for)
and on behalf of the **Licensor** by:)
)

Name of signatory

Signature

Director/Secretary

In the presence of:

Name of witness

Signature of witness

SIGNED, SEALED and DELIVERED for)
and on behalf of the **Licensor** by:)
)

Name of signatory

Signature

Director/Secretary

SCHEDULE 3 – LICENSING LETTER (TO BE USED WHEN PAYING A FEE)
Notes:

3. This letter is **not** to be used for ACARA staff that provide materials (covered under employment contract) or for employees of ACARA's contractors (covered by terms of agreement between ACARA and the contractor).
4. This letter is **only** to be used where the contractor pays the third-party copyright owner a fee.

[Insert Date]

[Insert Name & Address]

By email: [insert email address]

Dear [insert name],

Re: Copyright permission request**Copyright Material: [insert detailed description of material]**

[Insert name of external contractor], on behalf of the Australian Curriculum, Assessment and Reporting Authority (**ACARA**), seeks permission to licence the Copyright Material above in connection with ACARA's National Assessment Program (**NAP**) and for various post-test uses (see below).

ACARA supports the advancement of student learning outcomes and teacher professional development. If the Copyright Material is selected for inclusion in the NAP, ACARA may provide the Copyright Material to educational organisations for post-test uses. You can find further details in the attached copyright permission form (**Permission Form**).

To grant your permission, please sign, scan and return the attached permission form by email (to the email address listed at the top of the Permission Form) prior to our deadline of [insert deadline date].

In the Permission Form, please nominate the amount of the licence fee, noting the educational context of the use and the fact that ACARA does not allow the Copyright Agency Limited to collect fees on its behalf.

Please do not hesitate to contact me by phone or email should you have any questions or wish to discuss this request further.

ACARA appreciates your support in helping to improve the educational outcomes for all young Australians.

Yours sincerely,

[Insert Signature including phone number and email address]

COPYRIGHT PERMISSION FORM

ATTENTION: [Insert name of Permission/Licensing Manager]

EMAIL: [Insert email address for return of completed forms]

1. Copyright Material:

Detailed description of copyright material, noting whether it has been adapted

2. Grant of Licence:

_____, (Licensor)
(Name of Organisation / Company / Individual – Copyright Owner)

hereby grants to ACARA a non-commercial, perpetual, irrevocable, world-wide, non-exclusive, royalty-free, licence to:

- a. adapt, edit or modify;
- b. communicate to the public on any Platform, such as by uploading the Copyright Material to a public Platform or emailing the Copyright Material;
- c. distribute;
- d. perform, cause to be seen or heard in public;
- e. make a cinematograph film of;
- f. publish (making the Copyright Material public for the first time);
- g. reproduce or copy (such as by making photocopies);
- h. sub-license; and
- i. otherwise use,

the Copyright Material in print and digital formats in connection with the National Assessment Program (**NAP**), including (without limitation):

- j. in ACARA's research and development tests; and
- k. as NAP Sample tests are solely online tests, use, reproduce and communicate by Education Services Australia Limited (**ESA**) or another contractor for the sole purpose of operating the online assessment platform that will contain the Copyright Material. ESA is a national, not-for-profit company owned by all Australian education ministers (www.esa.edu.au/),

and for post-test uses, including (without limitation):

- l. ACARA communicating the Copyright Material to the public on one of ACARA's public Platforms, including for the purposes of use in the online demonstration tests or school release materials;
- m. conducting research relating to either or both of the NAP and the Australian Curriculum; and
- n. supporting the advancement of student learning outcomes and teacher professional development by enabling Education Bodies to include the Copyright Material in student and teacher Support Materials, including in school classroom testing.

3. For the purpose of this Permission Form:

- a. **Australian Curriculum** means all information published by ACARA on its website <http://www.australiancurriculum.edu.au> as updated or revised from time to time or any later website used by ACARA to publish the approved national curriculum;
- b. **Education Bodies** means education bodies including the Commonwealth, State and Territory Departments of Education, State and Territory education authorities, universities and other education bodies, including (without limitation) the Australian

- Institute for Teaching and School Leadership, Education Services Australia Limited, schools (government and non-government), and non-government school authorities;
- c. **NAP** means the National Assessment Program - Literacy and Numeracy (NAPLAN), and the three-yearly sample assessments in science literacy, civics and citizenship, and information and communication technology (ICT) literacy;
 - d. **Support Materials** means materials made available in different formats, including (without limitation) hard copy, on disk, and digital as downloaded from the Platforms of the Education Bodies; and
 - e. **Platforms** means any service or medium used for electronic communication including (without limitation) both password protected and publicly accessible websites, email, social media, mobile telephony, IPTV, multimedia programs and apps, now known or developed in the future. For the avoidance of doubt, ACARA will only publish in PDF format to restrict the ability of the Copyright Material being downloaded separately from the test materials in which they are included.

4. Licence Fee: *(please note that the use of the items will be for educational purposes)*

AUD \$[50]*

** All amounts require a valid tax invoice and relevant GST information.*

5. Acknowledgement:

ACARA agrees to provide the following acknowledgement:

Please insert the exact wording you require for acknowledging the source

6. Moral Rights Consent:

- a. If the Licensor is an individual, ACARA acknowledges that the Licensor may have Moral Rights in the Copyright Material. To the fullest extent permitted by law, the Licensor voluntarily, irrevocably and unconditionally consents to the performance of the Permitted Acts by ACARA, its licensees and successors which would otherwise infringe the Licensor's Moral Rights in respect of the Copyright Material, and waives the Licensor's Moral Rights.
- b. If the Licensor is an organisation or company, ACARA acknowledges that Moral Rights may subsist in the Copyright Material. To the fullest extent permitted by law, the Licensor will (and will procure that the author of the Copyright Material will) voluntarily, irrevocably and unconditionally consent to the performance of the Permitted Acts by ACARA, its licensees, and successors which would otherwise infringe the Moral Rights in respect of the Copyright Material, and waive any Moral Rights in respect of the Copyright Material.
- c. Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968 (Cth) as amended from time to time, and any similar rights capable of protection under the laws of any other jurisdiction.
- d. The Permitted Acts are any and all of the acts referred to in clause 2(a) – (m), including (without limitation) the following classes or types of acts or omissions:
 - i. using, reproducing, publishing, communicating, adapting, exhibiting all or any part of the Copyright Material;
 - ii. supplementing the Copyright Material with any other material;
 - iii. using the Copyright Material in a different context to that originally envisaged;
 - iv. use of the Copyright Material for advertising or promotional purposes of any kind;
 - v. incorporating the Copyright Material into a Platform, other assessments, or as part of a professional development program;
 - vi. use of the Copyright Material in tests and test items;

- vii. editing, contextualising, summarizing or truncating the Copyright Material for use in tests and test items or reference to editing of the Copyright Material;
- viii. associating an item of Copyright Material with similar or different items of Copyright Material;
- ix. use by Education Bodies such as including the Copyright Material in workshop presentations, posters and other teacher development materials; and
- x. publication of Copyright Material in tests online on Platforms by ACARA and the Education Bodies,

but does not include false attribution of authorship.

Signed on behalf of _____ (*company/organisation name*)

by _____ (*name of person authorised to sign*)

_____ (*signature*) on _____ (*date*)

who warrants that he/she/they own(s) or control(s) all copyright in the Copyright Material and holds full authority to grant the licence set out above.