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| PART B |
| DRAFT Contract in relation to the provision of services for 2026 NAPLAN Item Trial |
| Australian Curriculum, Assessment and Reporting Authority ABN 54 735 928 084 ^Party 2 Name^ ^Party 2 ABN^ ^Party 2 ACN^  |
| Tenderers should refer to PART A – REQUEST FOR TENDER (INCLUDING TENDER RESPONSE SCHEDULES) which sets out the conditions of tender and tender response requirements. |

THIS AGREEMENT is made on the day of 2025

**BETWEEN**

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

**AND**

**Insert name of contractor** (ABN xxxxxxx)

 (“**Contractor**”)

BACKGROUND

A ACARA is responsible for developing and administering a National Assessment Program (NAP) aligned to the national curriculum that measures students’ progress, and the provision of information, resources, support and guidance to the teaching profession.

### B The National Assessment Program – Literacy and Numeracy (NAPLAN) is the main assessment program conducted by ACARA. Every year, Australian students in Years 3, 5, 7 and 9 are assessed in Reading, Writing, Language Conventions and Numeracy.

C To support the development of these assessments, ACARA requires ‘Item Trials’ to be conducted, which will trial test items procured in the numeracy, reading, writing and conventions of language domains to support the development of the NAPLAN 2027 program. Results from the Item Trials will be used to determine the suitability of these test items for inclusion in 2027 NAPLAN tests and/or future NAPLAN tests.

### D ACARA wishes to engage the Contractor to provide test administration and invigilation of the Item Trials in a sample of schools across Australia, and to conduct the marking of writing scripts as set out in the Project Brief.

### E The Contractor has agreed to perform the Project in accordance with the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

# interpretation

## In this Agreement unless the context requires otherwise:

“**Agreement**” means this agreement, the Schedule, the Special Conditions Schedule and the attachments ;

“**ACICA**” means the Australian Centre for International Commercial Arbitration;

“**Australian Privacy Principle**” has the meaning it has in 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:

1. was in the public domain at the date of this Agreement;
2. 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
3. was in its possession at the time of disclosure by ACARA to the Contractor and was not otherwise acquired from ACARA directly or indirectly;

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

“**Insolvency Event**”in relation to the Contractor means that the Contractor:

1. commits an act of bankruptcy;
2. is the subject of an application for winding up;
3. calls a meeting of its creditors;
4. has a receiver appointed over all or a substantial part of its assets;
5. passes a resolution for its winding up;
6. has judgment entered against it for any cause; or
7. compromises with its creditors;

“**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);

“**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 Intellectual Property”** means Intellectual Property created prior to and/or otherwise than for the performance of the Project and owned by a third party.

## In this Agreement, unless the contrary intention appears:

1. words importing a gender include any other gender;
2. words in the singular include the plural and words in the plural include the singular;
3. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
4. words importing a person include a partnership and a body whether corporate or otherwise;
5. a reference to dollars is a reference to Australian dollars;
6. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
7. 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;
8. a reference to an Item is a reference to an Item in the Schedule;
9. the Schedule and any Attachments form part of this Agreement; and
10. 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**

## This Agreement records the entire agreement between the parties in relation to its subject matter.

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

## If anything in this Agreement is void or otherwise unenforceable then it will be severed, and the rest of the Agreement remains in force.

## 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**

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

# engagement

## 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.

## The Contractor must ensure that:

1. the Project is performed, and all materials and data requested by ACARA pursuant to this Agreement are prepared diligently, competently, with 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.

## 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.

# nature of relationship

## The Contractor is engaged as an independent contractor. Nothing in this Agreement constitutes the Contractor being an employee, agent, partner or joint-venturer of ACARA.

## 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.

# non-solicitation

##  The Contractor must not solicit or entice away (or attempt to do so) any employee of ACARA directly related to the Project with an offer of employment, or engage any such person as a contractor or in any other capacity within six (6) months of the Completion Date.

# RELATIONSHIP WITH PROJECT MANAGER

## The Contractor must perform the Project to the satisfaction of the Project Manager.

## 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.

# COMMUNICATIONS

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

# payment

## 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.

## Subject to clause 7.3, ACARA will pay the Contractor within 14 days of the last day of the month in which it receives an invoice from the Contractor, provided the timing and amount of such invoice is in accordance with the payment details described in the Schedule.

## 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 satisfaction of ACARA.

## The Contractor must pay all government-imposed taxes, charges, fees and other amounts due in respect of:

## this Agreement; or

## any payment to be made by ACARA to the Contractor under this Agreement.

## 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.

## 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 the 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 by the Contractor for the purposes of calculating the discharge of ACARA’s obligations under this Agreement.

## This Agreement is entered into on the understanding that ACARA is not required to make any superannuation contributions in connection with this Agreement.

# property in materials and Contractor identifications

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

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

# confidential information

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

## disclose to anyone else, or

## use for a purpose other than the performance of the Project,

## any of the Confidential Information.

## 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:

1. return to ACARA all Confidential Information (including any copies made by it); and
2. 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.

## 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.

## Clause 9.1 does not affect:

1. disclosure of information, documents and material available publicly otherwise than because the persons disclosing them contravened this clause 9; or
2. disclosures required by law.

## 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.

## 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*.

# intellectual property, MORAL RIGHTS and Project Results

## **Project Results**

## The Contractor acknowledges and agrees that:

1. nothing in this Agreement grants the Contractor any Intellectual Property or other rights in the Project Results; and
2. Intellectual Property in all Project Results arising as a result of the performance of the Project or otherwise will vest exclusively in ACARA,

and the Contractor will execute all documents that are necessary or desirable to ensure all Project Results and all Intellectual Property subsisting in the Project Results become and remain vested in ACARA.

## Clause 10.1 does not affect the ownership of Contractor Intellectual Property or Third Party Intellectual Property included in the Project Results.

10.2.1 In relation to Contractor Intellectual Property included in the Project Results, the Contractor grants ACARA a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right to sub-license) to use, reproduce, adapt and exploit such Contractor Intellectual Property for any purpose.

10.2.2 In relation to Third Party Intellectual Property included in the Project Results, prior to including such Third Party Intellectual Property in the Project Results, the Contractor must seek written permission from ACARA to include the Third Party Material in the Project Results and where that permission is granted obtain from the owner of the Third Party Intellectual Property the right for ACARA to use such property in the same way that it can use Contractor Intellectual Property.

## The Contractor warrants that it is entitled, will be entitled or will procure so that it is entitled at the relevant time to deal with the Intellectual Property in the Project Results (including, without limitation, Contractor Intellectual Property and Third Party Intellectual Property) in the manner provided for in this clause 10.

## To the extent permitted by applicable laws and for the benefit of ACARA, the Contractor consents to the use by ACARA and any other party authorised by ACARA of the Project Results for the Specified Acts even if the use would be an infringement of the Contractor’s Moral Rights.

## In clause 10.4, the Specified Acts are:

 (a) failure to identify the authorship of any Project Results, or any content of the Project Results;

 (b) materially altering the content, format, colours, layout or style of the whole, or any part of, the Project Results;

 (c) reproducing, communicating, adapting, publishing or exhibiting the whole or any part of, the Project Results without attributing authorship; and

 (d) adding any additional content or information to the whole, or any part of, the Project Results.

## The Contractor agrees that it will not require ACARA to make any payment to any copyright collecting society or other similar organisation for any copying or any other uses of the Contractor Intellectual Property that are permitted under clause 10.2.1.

## The Contractor warrants that:

(a) it has all necessary right, title, permission or authority to grant the licence granted in clause 10.2.1 (including without limitation all necessary Intellectual Property Rights);

(b) it has obtained all valid consents from all creators of works or other material included in the Project Results so that the use of the Project Results by ACARA, or any party authorised by ACARA, for the Specified Acts will not infringe the creator’s Moral Rights under the *Copyright Act 1968*;

(c) the grant of any rights conferred on ACARA under this Agreement will not infringe the rights, including, without limitation, the Intellectual Property Rights of any person; and

(d) it has not entered into any agreement that conflicts with the rights granted to ACARA under this Agreement.

## On or before the Completion Date, the Contractor must deliver to ACARA all material which comprises the Project Results.

## **ACARA Material**

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

## 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.

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

# insurance

## The Contractor agrees to effect and maintain:

1. public liability insurance, for an amount no less than $10,000,000; and
2. professional indemnity insurance, for an amount no less than $5,000,000.

## 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.

## 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.

# subcontractors

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

1. may or may not be given by ACARA acting in its absolute discretion; and
2. may be subject to any conditions ACARA considers appropriate acting in its absolute discretion.

## The Contractor agrees to ensure that:

1. any subcontract entered into with a subcontractor imposes:

(i) any conditions prescribed by ACARA under clause 12.1(d); 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);

1. 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 direction by ACARA.

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

# indemnity

## 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:

1. any default, act or omission by the Contractor;
2. 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.

# EXPIRY, TERMINATION, BREACH

## **Termination or reduction for convenience**

## ACARA may by notice, at any time and in its absolute discretion, terminate this Agreement or reduce the scope of the Services immediately.

## The Contractor agrees, on receipt of a notice of termination or reduction:

1. to stop or reduce work as specified in the notice;
2. to take all available steps to minimise loss resulting from that termination or reduction; and
3. to continue work on any part of the Services not affected by the notice.

## In the event of termination under clause 14.1, ACARA will be liable only:

1. to pay any instalment of Fee relating to Services completed before the effective date of termination; and
2. to reimburse any expenses the Contractor unavoidably incurs relating entirely to Services not covered under clause 14.3(a).

## ACARA 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.

## The Contractor will not be entitled to compensation for loss of prospective profits.

## **Termination or reduction for fault**

## If a party fails to satisfy any of its obligations under this Agreement, then the other party - if it considers that the failure is:

1. *not capable of remedy* - may, by notice, terminate the Agreement immediately; or
2. *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.

## 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:

1. *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
2. *being an individual* - becomes bankrupt or enters into a scheme of arrangement with creditors.

## 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.

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

# assignment

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

## 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.

## If the administrative arrangements regarding ACARA are altered such that the Project 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.

# enforceability of agreement

## 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.

# CHANGES TO AGREEMENT

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

# notices

## 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.

## A Notice may be given by personal delivery, pre-paid mail or electronically by electronic email and is treated as having been given and received:

1. if delivered to a person’s address, on the day of delivery if a business day, otherwise on the next business day;
2. if sent by pre-paid mail, on the fifth business day after posting; or
3. if transmitted electronically, upon actual receipt by the addressee if a business day, otherwise on the next business day.

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

Attention: [insert name and title of Executive], Australian Curriculum, Assessment and Reporting Authority

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

Email: XXX@acara.edu.au

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.

# governing law

## Any claims under this Agreement are governed by the law in force in New South Wales.

## The Contractor will comply with the Local Laws in the provision of the Services.

## 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.

# PARAMOUNTCY

## 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:

1. the terms and conditions contained in the Special Conditions Schedule (if any);
2. the terms and conditions contained in the clauses of the Agreement;
3. the Schedules, except for the Special Conditions Schedule (if any); and
4. the Attachment.

# DISPUTE RESOLUTION

## 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.

## A party claiming a Dispute has arisen will notify the other party giving details of the Dispute (**Notification**).

## On receipt of a Notification each party will refer the Dispute for resolution by a person with authority to resolve such a dispute.

## 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 Centre for International Commercial Arbitration Limited (**ACICA**) for resolution in accordance with the ACICA Mediation Rules, or such other mediation as is agreed by the parties. Each party will bear its own costs of complying with this clause 21.

## If the Dispute is not resolved under clause 21.4 within thirty days (or longer period agreed by the parties) of referral to ACICA, 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.

## Despite the existence of a dispute, each party will (unless requested not to do so) continue to perform its obligations under this Agreement.

## 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.

# COSTS

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

##  A party in default under this Agreement must pay the costs of the non-defaulting party in respect of the enforcement of its rights under this Agreement.

# CONFLICT OF INTEREST

## 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.

## 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.

## 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.

# SPECIFIED PERSONNEL

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

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

## 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.

## 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.

## 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.

# Access to documents

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

## The Contractor acknowledges that this Contract is a Commonwealth contract.

## 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.

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

# Privacy

## 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 the requirements of an Australian Privacy Principle.

## 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.

# Working with Children

## 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.

## 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.

# Work health and safety

## The Contractor agrees, in carrying out this Agreement, to comply with:

1. all relevant legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and
2. all applicable policies and procedures relating to work health and safety,

including those that apply to ACARA’s premises when using those premises.

## 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.

#

# Audit and access

## The Contractor agrees:

1. 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, including but not limited to any Contractor systems, accounts or other facilities;
2. to permit those persons to inspect and take copies of any Material relevant to the Services, and any other Material which may assist with verifying the Contractor’s compliance with the terms of this Agreement and compliance with applicable laws, regulations, policies, and industry standards (including but not limited to IT security standards); and
3. to permit those persons to specifically conduct or commission IT security audits or penetration testing, including vulnerability assessments, to assess the Contractor’s IT environment and data security practices related to this Agreement, and
4. for these purposes, to provide all reasonable and timely assistance and information.

## The rights referred to in clause 29.1 are subject to:

1. ACARA providing reasonable prior notice;
2. the reasonable security procedures in place at the premises where applicable; and
3. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

## Unless otherwise agreed, each party shall bear its own costs associated with any audit. However, where an audit identifies a material non-compliance with this Agreement, the Contractor shall bear the full costs of the audit.

## Persons authorised for the purposes of this clause include but are not limited to the Auditor-General and the Privacy Commissioner.

## This clause 29 does not detract from the statutory powers of the Auditor-General or the Privacy Commissioner.

# STUDENT BACKGROUND DATA

## ACARA will:

1. provide the Contractor with any student background data in password protected files compiled by the relevant jurisdiction; and
2. arrange for the password to the protected files to be provided directly by the relevant jurisdiction to the Contractor.

## 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.

## 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.

# Workplace Gender Equality

## The Contractor must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).

## If the Contractor becomes non-compliant with the WGE Act during the term of this Agreement, the Contractor must promptly notify ACARA.

## If the term of this Agreement exceeds 18 months, the Contractor must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the Commencement Date and, following this, annually to ACARA.

## Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under this Agreement.

# National Anti-Corruption Commission Requirements

## The Contractor acknowledges that in providing the Services to ACARA under this Agreement, it is a contracted service provider for the purposes of the *National Anti‑Corruption Commission Act 2022* (Cth) (**NACC Act**).

## The Contractor must comply with any reasonable request, policy or direction issued by ACARA and otherwise cooperate with ACARA in relation to any action taken by ACARA required or authorised by the NACC Act.

# Notification of Significant Events

## For the purposes of this clause, ‘Significant Event’ means:

1. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Contractor or its officers, employees, agents or subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
2. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its officers, employees, agents or subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

## The Contractor must immediately issue ACARA a notice on becoming aware of a Significant Event.

## The notice issued under clause 33.2 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Services were involved.

## ACARA may notify the Contractor in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Contractor must issue a notice under clause 33.2 in relation to the event within three (3) business days of being notified by ACARA.

## Where reasonably requested by ACARA, the Contractor must provide ACARA with any additional information regarding the Significant Event within three (3) business days of the request.

## If requested by ACARA, the Contractor must prepare a draft remediation plan and submit that draft plan to ACARA’s Project Manager for approval within ten (10) business days of the request.

## A draft remediation plan prepared by the Contractor under clause 33.6 must include the following information:

1. how the Contractor will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Contractor with its other obligations under the Agreement; and
2. how the Contractor will ensure events similar to the Significant Event do not occur again; and
3. any other matter reasonably requested by ACARA.

## ACARA will review the draft remediation plan and either approve the draft remediation plan or provide the Contractor with the details of any changes that are required. The Contractor must make any changes to the draft remediation plan reasonably requested by ACARA and resubmit the draft remediation plan to ACARA for approval within three (3) business days of the request unless a different timeframe is agreed in writing by ACARA. This clause 33.8 will apply to any resubmitted draft remediation plan.

## Without limiting its other obligations under this Agreement, the Contractor must comply with the remediation plan as approved by ACARA. The Contractor agrees to provide reports and other information about the Contractor’s progress in implementing the remediation plan as reasonably requested by ACARA.

## A failure by the Contractor to comply with its obligations under this clause 33 will be a material breach of the Agreement. ACARA’s rights under this clause 33 are in addition to and do not otherwise limit any other rights ACARA may have under the Agreement. The performance by the Contractor of its obligations under this clause 33 will be at no additional cost to ACARA.

1. **Compliance with the Commonwealth Supplier Code of Conduct**
	1. For the purposes of this clause, ‘Commonwealth Supplier Code of Conduct’ or ‘Code’ means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.
	2. The Contractor must comply with, and ensure that its officers, employees, agents and subcontractors comply with, the Code in connection with the performance of this Agreement.
	3. The Contractor must:
2. periodically monitor and assess its, and its officers’, employees’, and agents’ compliance with the Code; and
3. on request from ACARA, promptly provide information regarding:
4. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
5. the Contractor’s compliance with clause 34.2.
	1. The Contractor must immediately issue ACARA a Notice on becoming aware of any breach of clause 34.2. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
	2. Where ACARA identifies a possible breach of clause 34.2, it may issue the Contractor a Notice, and the Contractor must, within three (3) Business Days of receiving the Notice, either:
6. where the Contractor considers a breach has not occurred: advise ACARA that there has not been a breach and provide information supporting that determination; or
7. where the Contractor considers that a breach has occurred: issue a Notice under clause 34.4 and otherwise comply with its obligations under this clause 34.
	1. Notwithstanding clause 34.5, ACARA may notify the Contractor in writing that it considers that the Contractor has breached clause 34.2, in which case the Contractor must issue a Notice under clause 34.4 and otherwise comply with its obligations under this clause 34.
	2. A failure by the Contractor to comply with its obligations under any part of this clause will be a material breach of the Agreement.
	3. Nothing in this clause or the Code limits, reduces, or derogates from the Contractor’s other obligations under the Agreement. ACARA’s rights under this clause are in addition to and do not otherwise limit any other rights ACARA may have under the Agreement. The performance by the Contractor of its obligations under this clause will be at no additional cost to ACARA.
	4. The Contractor agrees that ACARA or any other Commonwealth agency may take into account the Contractor’s compliance with the Code in any future approach to market or procurement process.

# Option

* 1. If ACARA elects to repeat the Project for a further year, the Contractor agrees to continue to provide the Services for the repeat of the Project.
	2. The terms and conditions of the contract for the repeat of the Project will be on the same terms and conditions as this Agreement with the following amendments:-
1. this option clause shall be deleted;
2. the schedule to this Agreement will be agreed for the repeat Project;
3. such other amendments to these terms and conditions as agreed by the parties for the purposes of the repeat Project.
	1. If the parties are unable to agree a new schedule or necessary amendments to these terms and conditions for the repeat Project, those matters shall be determined by ACARA, ACARA to act reasonably.
	2. In determining a new contract price, ACARA must take into account any change in cost advised and verified by the Contractor.

**EXECUTED AS AN AGREEMENT**

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of the **AUSTRALIAN CURRICULUM, ASSESSMENT AND REPORTING AUTHORITY** by its duly authorised officer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of authorised officer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name of authorised officer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name of witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date | SIGNED for and on behalf of **xxxxxxxx** by its duly authorised officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Print name of authorised officer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name of witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

schedule

**Commencement Date**

**Completion Date**

**Option** 1 year commencing on the Completion Date

 [insert fees for the Option or the method for calculating the fees for the Option]

**Contractor Intellectual Property**

Nil

**ACARA Material**

[insert description of test items and any other material to be provided by ACARA]

Contractor’s address for Notice

[Contractor name]

[Contractor Address]

**Email:**

**Project Manager:**

**xxx**

**Specified Personnel**

[Contractor name]

**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 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.**ATTACHMENT**

**Project Brief**

**2.1. Introduction**

The Australian Curriculum, Assessment and Reporting Authority (ACARA) is responsible for the development of rigorous, world-class Australian curriculum from Foundation to Year 12, overall management of the National Assessment Program (NAP) aligned to the Australian Curriculum, and conducting a national data collection and reporting program aimed at supporting school level performance reporting.

ACARA reports to, and is directed by, education ministers.

The National Assessment Program - Literacy and Numeracy (NAPLAN) commenced in 2008. From 2008 to 2022, all students in Years 3, 5, 7 and 9 were assessed on the same days in May using national tests in Reading, Writing, Conventions of Language (Spelling, and Grammar and Punctuation) and Numeracy. From 2023, NAPLAN was delivered in March. Test Administration Authorities (TAAs) in each state and territory are responsible for the implementation, administration and marking of the NAPLAN tests in their jurisdictions.

ACARA publishes the My School website, www.myschool.edu, which provides a profile page for every school in Australia and is populated from a data repository created by ACARA. ACARA holds national schools’ data aimed at supporting school level performance reporting. Data from NAPLAN is used to estimate aspects of schools' performances on the My School website.

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](https://www.dese.gov.au/alice-springs-mparntwe-education-declaration) (the Declaration). The Declaration promotes world-class curriculum and assessment across a suite of learning areas. 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.

**2.2. Background**

National Assessment Program – Literacy and Numeracy

The National Assessment Program – Literacy and Numeracy (NAPLAN) is the main assessment program conducted by ACARA. Every year, Australian students in Years 3, 5, 7 and 9 are assessed in reading, writing, conventions of language and numeracy.

NAPLAN fully transitioned online in 2022, as agreed by Federal, state and territory education ministers, with the exception of Year 3 writing, which remains a paper test.

In 2023, NAPLAN moved from May to March delivery and proficiency standards were introduced, along with a new measurement scale. This means that results from 2008-2022 cannot be directly compared with results from 2023 onwards. The national results are still able to be used to show how students have progressed in literacy and numeracy. Individual student results can be used to compare student achievement against the national average and against the proficiency levels.

NAPLAN tests will be delivered by ACARA in partnership with Educational Services Australia (ESA) with each responsible for interrelated aspects. ACARA is responsible for delivering the assessment and reporting services of assessment programs.

ESA is responsible for the delivery of the technical services for the Online National Assessment Platform (‘the platform’).

**2.3 Purpose**

The purpose of the ACARA Item Trial 2026 (Item Trial) is to trial the online items procured in the numeracy, reading, writing and conventions of language domains to support the development of future NAPLAN programs. Data from the item trial will be used in psychometric analysis of the items to determine whether items are suitable for inclusion in future NAPLAN tests.

ACARA will engage a qualified and experienced contractor to provide test administration and invigilation of the Item Trial in a sample of schools across Australia; and to conduct the marking operation for the marking of writing scripts.

**Schools sampled**

In the Item Trial, numeracy, reading, writing, spelling, and grammar and punctuation items will be trialled in approximately 370 schools across Australia. Schools will be sampled from major cities, inner regional and outer regional areas from all sectors in all states and territories. ACARA will provide the schools to be sampled. It is expected that ALL schools in the sample provided by ACARA will be included in the testing.

The contractor is responsible for meeting the student response targets set out by this contract, with support from jurisdictional Test Administration Authorities and ACARA. Additionally, the contractor must develop and implement effective strategies and solutions to ensure these student response targets are achieved across all domains and all year levels in consultation with ACARA.

The contractor will also conduct a marking operation to mark writing scripts.

Each student will complete two tests. Tests can be scheduled over one or two days, depending on the IT resources available in schools.

It is expected that at least one class at each NAPLAN year level in each school will participate (i.e. in a primary school one class from Year 3 and one class from Year 5 will sit two tests each, and in a secondary school one class from Year 7 and one class from Year 9 will sit two tests each). In approximately 100 of the sampled schools, two classes per year level will participate.

|  |
| --- |
| Estimated number of tests to be administered per domain and year level  |
| Domain | Year 3 | Year 5 | Year 7 | Year 9 |
| Numeracy | 2150 | 2150 | 2300 | 2300 |
| Reading | 3550 | 3550 | 3800 | 3800 |
| Conventions of Language | 2150 | 2150 | 2300 | 2300 |
| Writing | 3550 | 3550 | 3600 | 3600 |

The total sample size will be approximately 5750 students per year level (Y3/5) and 6000 students from (Y7/9) in order to achieve the minimum number of responses:

  Note: no year 3 Writing in paper format is required.

ACARA requires the Contractor to coordinate administration of the trial tests according to ACARA’s sampling design and to **reach 85% to 90% response rate** per year level and per domain. The contractor must continuously monitor the response rate throughout the test window, implement effective strategies and solutions to address any shortfalls in student participation. The sample design will include which tests are to be administered at each school, including the year level, and the order that the tests are to be administered.

ACARA will provide the postcodes and names of sample schools following project initiation.

|  |
| --- |
| \*Number of schools  |
| State | Reading / Conventions of Language / Numeracy/ Writing (2–4 classes per school) |
|   | Primary | Secondary |
| ACT | 6 | 6 |
| NSW | 55 | 59 |
| NT | 6 | 6 |
| QLD | 35 | 40 |
| SA | 10 | 14 |
| TAS | 6 | 6 |
| VIC | 45 | 43 |
| WA | 17 | 16 |
| Total number of schools | 180 | 190 |

The provisional distribution of the sample by state and territory is as follows:

\* based on an average of 25 students per class. For the purposes of these calculations, a school is defined as either primary or secondary. Approximately 100 of these schools will have two classes participating from each year level.

\*the distribution of schools across jurisdictions are provisional only and will be confirmed once the contract has been awarded.

| **Year level** | **Example breakdown (approximate based upon 25 students per class per year level)** |
| --- | --- |
| Year 3 example breakdown of student numbers and test allocations:  | 180 schools with Year 3 students with 50 schools providing an extra class: 25 x (180+50) = 5750 |
|  | 4 x Year 3 test combinations: Reading + Numeracy; Reading + Conventions of Language; Numeracy + Conventions of Language; Writing + Writing |
| Year 5 example breakdown of student numbers and test allocations:  | 180 schools with Year 5 students with 50 schools providing an extra class: 25 x (180+50) = 5750 |
|  | 4 x Year 5 test combinations: Reading + Numeracy; Reading + Conventions of Language; Numeracy + Conventions of Language; Writing + Writing |
| Year 7 example breakdown of student numbers and test allocations:   | 190 schools with Year 7 students with 50 schools providing an extra class: 25 x (190+50) = 6000 |
|  | 4 x Year 7 test combinations: Reading + Numeracy; Reading + Conventions of Language; Numeracy + Conventions of Language; Writing + Writing |
| Year 9 example breakdown of student numbers and test allocations:   | 190 schools with Year 9 students with 50 schools providing an extra class: 25 x (190+50) = 6000 |
|  | 4 x Year 9 test combinations: Reading + Numeracy; Reading + Conventions of Language; Numeracy + Conventions of Language; Writing + Writing |

**Project deliverables**

ACARA requires the contractor to:

|  |  |
| --- | --- |
| Project Administration | * provide a comprehensive project plan (inclusive of Communication Plan, Risk Management Plan, Quality Assurance Plan, high-level Timeline)
* provide a communication plan for establishing and maintaining contact with selected schools, factoring in school holidays as a period where schools are not expected to respond to communication;
* submit a Security Plan (see section 2.5).
* develop detailed project timeline in consultation and agreement with ACARA, monitor and update the timeline throughout the project cycle;
* meet with ACARA team regularly to provide project updates and discuss and resolve issues in a timely manner;
* provide school communication materials to ACARA for review/approval prior to sending to schools, and update these as required.
* prepare and QA test administration handbooks;
* coordinate and conduct Item Trial test sessions according to ACARA’s sampling design;
* provide final test schedule once all test sessions have been confirmed by schools prior to commencement of test window
 |
| Administrative Support Services | * provide a toll-free ‘1800’ telephone and email help desk for schools to clarify administration procedures from when schools are contacted about participation through to the end of the Item Trial test window.
* develop and maintain a project website which can facilitate communications and share information with sampled school and employed invigilators. This website will allow schools to submit contact details, upload class lists, provide school IT/devices details, confirm test schedule and assign invigilators etc.
 |
| Reporting | * provide project management deliverables via reports outlined in more detail in *Section 2.4* including:
	+ provide weekly/fortnightly reports (as agreed with ACARA) prior to test window confirming the status of project deliverables.
	+ provide weekly reports (as agreed with ACARA) during testing window outlining the number of schools and the number of estimated students scheduled to sit each test/assessment event (for each domain within each class, year level, school, sector and state), detailing any issues experienced by invigilators and the expected number of students scheduled for the following day;
	+ provide test session reports within the weekly reports during the test window including help desk enquiries, communication logs and test session logs;
	+ provide final list of schools that participated
	+ provide final count of students who completed the trial tests
* project completion report;
 |
| Coordinate School Participation | * liaise with ACARA to ensure provision of accounts, profiles, enrolments, assignment of students to tests, second level help desk support and test completion reports in the platform;
* contact schools, arrange and confirm school participation, registration and test schedule via contractor’s project website (ACARA to advise contractor when schools can be contacted). Schools to be followed up until they have completed all registration activities. Where the school(s) have requested to be withdrawn from the Item Trial, the contractor will advise ACARA immediately, who will escalate to the relevant TAA and advise the contractor on the outcome, or request further follow up with the school;
* confirm school contacts including school technical officers to ensure effective communications regarding school participation and their preparation activities;
* provide guideline materials to schools in a timely manner.
* provide instructions regarding Device check via LDB to schools and then monitor/confirm completion with school technical officer prior to the scheduled assessment event.
* confirm with schools that their IT infrastructure meets the specifications advised by ESA on the Assessform website <https://www.assessform.edu.au>, including BYOD schools;
* provide support to schools via helpline and emails to assist and encourage school and student participation:
 |
| Test Invigilation | * employ and train a sufficient number of invigilators, in consultation with ACARA, to administer the Item Trial;
* develop training materials for external invigilators and school-based test administrators, in agreement with ACARA The Contractor may be required to share these materials with ACARA for review/feedback.
* provide test administration handbooks and all other guideline materials to invigilators in advance of training session.
* audit any materials given to and returned from invigilators in order to ensure that all materials are accounted for.
* confirm the process for managing any potential ‘student scripts of concerns’ and ensure that student names only retained by the school and not taken off school premises by the invigilator;
* develop an appropriate testing schedule based on the school nominated testing dates and invigilators’ availability.
* communicate and agree on test session allocations with each invigilator.
 |
| Item Trial Test Administration | * administer Item Trial to all sampled schools between 18 May to 12 June 2026. The Contractor may be required to administer tests for one additional week as agreed with ACARA.
* closely monitor school and student participation throughout the testing window in order to meet the student response targets required by this contract;
* working with schools to implement effective strategies and solutions to address any shortfalls at each year level and each testing domain, in consultation with ACARA
* provide final list of confirmed schools, schools withdrawn, schools withdrawn and replaced, and schools that did not complete testing, and any other testing variations;
 |
| Marking Operation | * appoint writing markers, team leaders and Lead Marker;
* develop training materials for markers in consultation with ACARA Writing team;
* train writing markers in collaboration with ACARA’s Writing staff.
* select training, practice and control scripts to be used for the training of markers and quality assurance of marking;
* employ Lead Marker who is approved in writing by ACARA to develop commentaries (annotations) for scripts to be used as training and practice materials to train markers;
* facilitate consensus marking and the development of trial marking materials. Consensus marking of all scripts to be used for training and quality assurance purposed, is to be undertaken by Contractor’s Lead Marker, ACARA Writing team staff and ACARA-selected members of the MQT. ACARA and MQT members will work online in their home location.
* selecting and seeding common control scripts during the marking operation that will be used as part of the marker quality control process.
* human-mark writing scripts;
* provide an online assessment marking and scoring system;
* conduct and facilitate a secure marking operation;
* identify any Writing scripts of concerns during the marking operation and provide these deidentified scripts to ACARA as soon as possible, for follow up with the appropriate jurisdiction. These scripts must be accompanied with additional information to enable school follow up including school name, sector, state, school ID, student code, year level, test attempt identifier.
* provide daily marking progress and daily control script reports;
* provide writing data and images in agreed formats;
 |
| Project Close out | * attend a project close-out meeting via videoconference with key members of ACARA’s project and writing teams at an agreed time after the delivery of all required files to ACARA to discuss aspects of the project.
* confirmation of secure destruction for all project files.
 |

**Role of ACARA’s project manager**

ACARA’s project managerwill 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.

ACARA’s project manager will:

* provide the communication link between test administration authorities (TAA) representatives and the contractor on operational aspects of the assessment;
* 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 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 at all stages of the project to ensure that the procedures and methodologies are consistent with the technical standards for the Education Ministers national assessments directives and ACARA’s assessment protocols, and that the project deliverables such as target responses rate outlined in this contract and timelines are met. The contractor must also ensure all participating schools are on board prior to the test window, unless otherwise agreed with ACARA.

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.

**Role of Education Services Australia (ESA)**

Education Services Australia (ESA) will provide the Online National Assessment Platform (the platform) that the Item Trial will be delivered on.

Key points of contact with ESA in relation to the platform will include:

* creating test administrator ‘invigilation’ user accounts
* creating school technical support officer accounts
* creating dummy student and invigilator training logins for the contractor, as required
* setting up a marking and scoring project in the trials platform and creating marking
* accounts for the purpose of script selection (no marking will take place in the trials platform).
* creating school and student profiles
* enrolling students in the Item Trial tests and creating student user accounts
* assigning Item Trial tests as per the sample plan to schools and students
* provision of ‘second level’ technical support during administration of the tests and the extraction of writing scripts
* provision of test completion reports.

ACARA will advise arrangements for liaising with ESA during project initiation.

**2.4** **Scope of project**

Test Administration Authorities (TAAs) in each state and territory will approve the sampled schools and assist with ensuring that all schools participate in the Item Trial. ACARA will liaise directly with TAAs on behalf of the Contractor.

**2.4.1 Deliverable 1 – Project management plan**

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 and include the following:

An overall project management plan which includes:

* a timeline for deliverables and critical deadlines.
* a training plan for training external invigilators in how to administer the tests online invigilators in test administration.
* the names of all persons involved in the project and their respective roles.
* **communication plan** which outlines key consultation and approval/decision points, establishing and maintaining contact with schools selected in the Item Trial sample in accordance with the project timeline, factoring in school holidays and NAPLAN main test event as a period where schools are not expected to respond to communications;
* **risk management 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 including target response rates outlined in this contract 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 extenuating circumstances 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.
	+ the contractor must apply quality assurance (QA) to all project plans, communication, administration materials, prior to submitting to ACARA for review/approval, and prior to distribution to schools/invigilators.
* a **high-level timeline** with critical deadlines (as component of the Project Plan – a detailed timeline will not be required until plan is accepted).
* a detailed **security plan** for managing all stages of the project informed by the requirements listed in section 2.5 Security requirements, including:
	+ incident management procedures and response plans.
	+ details of how system access, security and unscheduled downtime will be managed.

**2.4.2 Deliverable 2 – Project management reporting**

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

* provide regular status reports to ACARA (weekly/fortnightly status reports (as agreed with ACARA) prior to testing, and daily/weekly status reports during the test window, in the format agreed with ACARA. Any additional reports to be agreed with ACARA.
* be available for regular dialogue with ACARA personnel across the entire project lifecycle.
* provide risk alerts to ACARA immediately upon detection of issues considered high risk to the project.
* respond to feedback from ACARA following reviews of Item Trial material, including those developed for administration, training and marking purposes, and modify accordingly.
* attend nominated regular and ad-hoc meetings.
* provide agreed milestone reports to ACARA by the specified dates.
* provide a project completion report.
* expected to meet agreed timelines and discuss with the ACARA Project Manager any expected delays before the fall of the due date.

**2.4.3 Deliverable 3 – Coordination with schools**

Participation by schools in the Item Trial is a requirement of the *Schools Assistance Act 2008* to which all schools are accountable and their compliance to which is a condition of their registration and government funding. Participation is not optional, and schools cannot choose to withdraw from the Item Trial without exceptional circumstances. Participation in a previous study is not considered to be an exceptional circumstance.

The Contractor is responsible for:

* contacting schools to confirm and arrange their participation in Item Trial;
* ensuring schools and invigilators are given necessary information for participation in a timely manner;
* contacting and liaising with schools via letter, email or other appropriate methods, to schedule testing days. The contractor will be assisted in this by ACARA and TAAs;
* following up with schools who do not respond to formal communications for participation or test scheduling. Formal communication may include multiple follow ups to schools via calls and emails to support schools and ensure school registration has been completed prior to the commencement of the test window.
* assisting schools to complete registration;
* following the above process for any replacement schools;
* ensuring minimum student response targets outlined in this contract are met.
* devising strategies and implementing solutions as agreed with ACARA, to ensure any potential shortfalls in achieving the response targets are mitigated throughout the trial test window.
* assisting schools who may self-administer the non-Writing Item Trial tests, as agreed with ACARA.

The Contractor may be required to update/send project communications to schools.

The Contractor is required to contact ACARA in the first instance if schools refuse to participate in testing or raise other objections that would impact on the number of students tested or the testing dates. School(s) who request to be withdrawn from the Item Trial must submit their request in writing, the contractor must advise ACARA as soon as possible. ACARA will escalate to the relevant TAA for resolution, and advise the contractor of the outcome, and/or request further follow up with the school to confirm school participation/resolution in order to ensure student response targets are achieved.

The Contractor will coordinate with ACARA any changes necessary to the sampling owing to incidents such as school refusals, high absentee rates, illnesses, extenuating circumstances etc.

The Contractor is required to provide a testing schedule which reflects the dates and times agreed with schools for testing in each domain prior to the test window. Any changes to the final schedule should be noted as part of the weekly/daily reports showing how the sample test numbers are being met.

**2.4.4 Deliverable 4 – Prepare for the delivery of online assessments in schools**

Each student will complete two tests. The Contractor will work with schools to determine the logistics of how this will occur.

All tests that will be used in the Item Trial will be specified by ACARA's test managers. Tests will be available in the Assessment Delivery System component of the platform.

The Contractor will coordinate communication to schools (as approved by ACARA) and inform schools of the testing that will be conducted at their school.

The Contractor will be required to confirm that sampled schools have IT infrastructure that meets the specifications advised by ESA on the Assessform website <https://www.assessform.edu.au>. The Contractor will need to liaise with all sampled schools to ensure that all schools download the most recent locked-down browser (LDB) on their devices, and to administer the Device Check through the LDB. The contractor must confirm with BYOD schools that student’s devices are also set up as per ESA specifications. Information and support materials regarding the LDB and the Device Check will be coordinated by the Contractor in collaboration with ACARA and ESA.

The LDB (which includes the Device Check) is available from the Assessform website. The Contractor may be required to liaise with ESA throughout this process. Key points of contact will include:

* creation of student identities (ID numbers), as no student data) will be collected.
* creation of school, school technical support officer, student and invigilator user accounts by ESA.
* enrolment of students in assessment events as per sample by ESA.
* provision of technical support by ESA during administration of the tests.

ACARA will provide user guides and training on the platform for the Contractor if needed (updated guides are available in assessform.edu.au). The Contractor will then be responsible for training invigilators and/or nominated school staff who will act as invigilators.

**2.4.5 Deliverable 5 – Preparation of test administrator’s handbook**

ACARA will provide previous Item Trial test administration handbooks for reference. The Contractor will be responsible for the production and QA of the test administration handbook for the Item Trial tests. Test administration handbooks must be provided to invigilators to ensure all invigilators are fully aware of their responsibilities. Printed materials are not required. Final test administration handbooks must be provided to ACARA in both Word and PDF formats.

**2.4.6 Deliverable 6 – Appoint and train invigilators**

The Contractor will be responsible for employing and training invigilators who are required to administer the Item Trial tests at each school. The invigilators will be required to administer the tests under ‘test conditions’ (the same conditions required for NAPLAN), including actively monitoring students during the test (e.g. walking around the classroom to ensure that students are not copying from other students’ work)

Invigilators must be familiar with:

* the purpose and content of NAPLAN, and specifically with the prescribed online testing context and procedures, including domain specific requirements, schools and school routines and suitably experienced in managing students in a classroom
* computer devices and administering online assessments.

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). Schools are responsible to provide a staff member during the tests to manage student behaviour. Invigilators must also ensure that any student identifiable data (for example Writing student session slips) securely remain on school grounds.

Upon request, the contractor must provide information about what relevant qualifications externally employed invigilators hold.

The Contractor may be required to provide ACARA with training materials for review/feedback.

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. The contractor will also be responsible for ensuring that all invigilators that they employ meet the requisite security requirements and checks. This includes relevant working with children checks for the jurisdictions in which they will work, and invigilators must have approval to enter and work in schools (for example, invigilators in South Australia must have attended RAN-EC training; in NSW invigilators may be required to sign a declaration form to access NSW government schools). 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.

The Contractor is responsible for all costs associated with in school invigilation.

The Contractor is responsible for identifying and adhering to any additional requirements for invigilators attending schools, via ACARA/schools.

For non-writing schools, where it is not possible to secure an invigilator for inner regional schools, major city schools and outer regional schools, the Contractor may instead provide an incentive for schools to self-administer, at a rate equivalent to an invigilator payment, in consultation with ACARA. The list of schools where such an incentive is provided may be shared with ACARA upon request.

To assist schools to self-administer the test using school teachers, the contractor is expected to update and modify the existing invigilator guideline materials and training materials for school-based test administrators, and support these schools as required, including facilitating the collection of feedback from school teachers.

For writing schools, where it is not possible to secure an invigilator, the Contractor will aim to substitute by adding classes to an already participating school, in consultation with ACARA.

**2.4.7 Deliverable 7 – Administer and invigilate the tests**

Testing is expected to be conducted under specified uniform test conditions for all students in the Item Trial sample. The invigilation of the Item Trial must be conducted between **Monday 18 May to Friday 12 June 2026** unless otherwise agreed with ACARA.

The Contractor is responsible for:

* ensure that invigilators assigned to schools administer each test in a consistent manner and the order specified. This consistency of administration is vital to the integrity of the Item Trial. It is essential that all students are focused on the tests and are encouraged to participate fully;
* ensure that test security is maintained by the invigilators including the nominated school staff throughout each test session, according to the security plan submitted by the Contractor;
* ensure that all invigilators administer the test sessions according to the TA handbook and follow the script, then complete a test administration attendance report online for each of the test sessions they administer;
* monitor test completion on a daily basis during the test period. Notify ACARA immediately if there is any issues detected that may impact on meeting the target response rate, implementing solutions as agreed with ACARA, to address any potential shortfalls throughout the trial test window;
* work with schools to ensure a sufficient number of students are available in the selected class to sit the tests perform each year level. Students in the same year level from other classes may substitute for any shortfall.
* set up processes for classes assigned to two Writing tests to ensure that the same student sits both Writing tests;
* facilitate the collection of student names for writing tests by in-class school teachers, so that any ‘script of concern’ was to be identified during marking can be followed up as appropriate.
1. The invigilator must work with the in-class teacher to ensure all writing student slips contain student names before they are securely collected and placed in the pre-prepared envelope.
2. The in-class teacher will securely retain this envelope with student slips for a minimum of three months or as agreed with ACARA.
3. The contractor’s invigilator must not take any student slips containing student identifiable data, off the school premises;

**2.4.8 Deliverable 8 – Provide weekly/fortnightly reports outlining student participation relative to sample expectations**

Prior to the test window, the Contractor is required to submit fortnightly status reports confirming the status of all other project deliverables and any identified risks or issues.

During the testing window, the Contractor is required to submit weekly reports as agreed, listing the number of students that completed each test each day against the number of expected students (for each domain within each class, year level, school, sector and state); number of estimated students schedule to sit each test/assessment event session (for each domain withing each class, year level, school, sector and state), any issues experienced by invigilators; and the expected number of students scheduled for the following day (for each domain within each class, year level, school, sector and state). The Contractor can extract data from the platform on the completed assessment events to assist with these reports. In the event that the Contractor does not have access to do this, ESA will provide the reports.

The Contractor may be required to adjust the allocation of tests to students as the Item Trial progresses (in collaboration with ACARA and ESA) to ensure that minimum target responses are achieved.

**2.4.9 Deliverable 9 – Provide weekly logs of invigilators’ test administration experiences**

The Contractor is required to submit weekly logs of responses from all invigilators outlining their test administration experiences.

* Test session reports should capture feedback from invigilators regarding their observations during each test session. Feedback may include topics such as: comments that students make about test content (noting the requirement that test content remains secure).
* timing issues, e.g. did students complete the tests with time to spare; was there sufficient time to complete the tests?
* test incidents (that is, any incident which may affect the school’s performance, e.g. IT / technical issues, disruptions, test being abandoned, test security).

The format and proposed content of the logs will be agreed between ACARA and the Contractor.

**2.4.10 Deliverable 10 – Test administration help line**

The Contractor will be required to maintain a toll-free help line and email, sufficiently staffed to handle demand and knowledgeable in test administration procedures. The help line will be open from 8 am AEST to 5pm AWST from the time that the contractor contacts schools (or as agreed) prior to the testing, and during the Item Trial test window.

The contractor is required to keep daily logs of helpdesk enquiries. Final format of the logs will be agreed to between ACARA and the contractor and will be included in the daily report.

**2.4.11 Deliverable 11 – Secure marking operation**

The Contractor will be required to establish a secure, centralised marking operation, including development of marking materials and the training of markers.

The contractor is required to specify in the response to this tender how the secure marking will be operationalised as a centralised marking centre.

* For centralised marking, the contractor is required to provide: computer hardware (large screen, keyboard, mouse) and internet connection for each marker
* printers
* copiers
* chairs and tables that adhere to good ergonomic design to facilitate occupational health and safety
* technical support required for marking
* meal storage and heating facilities and some basic kitchen facilities (e.g. refrigerators, microwaves, plates, cups, cutlery)
* tea and coffee making facilities
* break out training rooms.

The marking centre must be held at highly secure premises and will 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.

For the centralised marking operation, the Contractor will need to be prepared to conduct the marking operation remotely in the event of extenuating circumstances, as described above and in deliverables 13-18.

Where a remote marking model is needed, ACARA’s personnel must have full lead-marker access to the platform, and complete visibility of ongoing marker accuracy. Functionality and arrangements that ensure clarity of monitoring must be outlined in the tender response.

If remote marking is required, the Contractor must specify how training will be delivered, how marking will be monitored and markers retrained as necessary, and how security will be maintained.

**2.4.12 Deliverable 12 – Development of writing marking training materials: selection of scripts and writing of commentaries**

The Contractor is responsible for:

* employing a suitably qualified and experienced expert lead marker to write commentaries (annotations) for the scripts that are used as training materials to train markers (5 scripts per task). The lead marker must be approved in writing by ACARA.

The contractor will:

* select approximately 20 scripts across the full range of student ability, for each prompt, from which training and practice scripts will be developed and used for the training and quality assurance of markers
* convene an expert marking group, consisting of contractor’s lead marker, ACARA’s writing test development team and if required by ACARA, Marking Quality Team (MQT) members. All group members must be approved by ACARA.

Determination of scores for the training scripts will be made through consensus marking and discussion by the expert marking group.

This consensus marking will be done remotely, using ICT solutions.

ACARA will appoint the MQT members if required.

The contractor will also be responsible for selecting and seeding the common control scripts during the marking operation that will be used as part of the marker quality control process. These scripts will be selected from the unmarked pool – and prescored as zero for all criteria. The ‘difference’ between the zero true scores and the marker scores will show the scores given by each marker. Each marker is expected to complete two common control scripts for the first three days of the marking and one common control script per day thereafter until marking in completed.

The contractor is expected to consult and work closely with ACARA’s Writing Test Development Team during the development of the marker-training materials and the selection of the common control scripts. This involvement is crucial to ensuring that the quality assurance processes required to monitor marker accuracy and consistency are as close as possible to the marking of NAPLAN test scripts.

**2.4.13 Deliverable 13 – Provision of a secure, online marking system**

The contractor is required to provide and use their own secure, online marking system which must be able to accept electronically produced (typed) writing scripts be configured for implementing Deliverables 14–18 on all criteria of the NAPLAN writing marking guides; and configured for quality control via targeted back-marking, including frequently available reports (score review procedures). 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’s marking system must be able to allocate scripts to markers randomly, meaning that Y3, 5, 7 and 9 scripts are given to markers in no predictable order and, as much as possible, remain unidentified by year level. The Contractor would also need to provide technical support (a helpdesk) for, and training in, their own MSS for the duration of the marking operation.

ESA/ACARA will provide the contractor with electronic extracts of the Writing scripts from the platform for importation into the contractor’s marking system.

Note: Current Writing marking guides may be used, however contractors will need to ensure their marking system is developed in accordance with the agreed 2026 Item Trial Writing marking guides.

**2.4.14 Deliverable 14 – Appoint and train writing markers**

The Contractor will be responsible for:

* the employment of a Lead Marker, experienced team leaders and markers who will mark the tasks online in the contractor-provided Marking and Scoring System, using the national marking rubrics in the timelines provided.
* all costs associated with the hiring and training of marking personnel, for the period from the commencement of training to the completion of marking.

**Requirements for markers**

The markers employed by the contractor are expected to:

* have proven recent experience in the marking of NAPLAN writing scripts in an online marking platform and in the use of the NAPLAN marking guides
* have demonstrated high levels of accuracy and consistency in main NAPLAN marking operations

**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 NAPLAN writing scripts in an online marking platform and in the use of the NAPLAN marking guides
* have demonstrated high levels of accuracy and consistency in main NAPLAN marking operations
* have experience as a team leader in a system-level, large-scale marking operation
* be capable of delivering short, structured and task-specific training to small groups of markers at the start of each task
* have proven strong communication skills.

Marking of each task will be preceded by at least 45 minutes of task-specific training facilitated by the contractor’s Lead Marker and Team Leaders. ACARA’s Writing Test Development Team will be available to assist with the first round of training. The training must be attended by all markers to refresh their knowledge of the marking rubrics and will utilise existing exemplars as well as test-specific scripts. Training will also ensure that markers are fully aware of their responsibilities regarding the security of test materials and the use of the system.

Markers will be asked to complete a short survey/feedback form about each writing task at the end of each task (e.g. suitability for year level, range of writing quality and quantity, range of ideas, etc).

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 extenuating circumstances.

**2.4.15 Deliverable 15 – Human marking of writing scripts**

Ten writing tasks (prompts), some narrative and some persuasive, will be administered during the NAPLAN Item Trial 2026. The design of the Item Trial, and expected rates of completion, are such that at least 1400 student responses (scripts) per online task – a *minimum* of 14,000 scripts in total – will need to be single blind marked, with further check-marking required as set out below.

|  |  |  |
| --- | --- | --- |
|  |  | Expected minimum number of scripts |
|  |  | Year 3 | Year 5 | Year 7 | Year 9 | Total |
| Task | 1 | 350 | 350 | 350 | 350 | 1400 |
| 2 | 350 | 350 | 350 | 350 | 1400 |
| 3 | 350 | 350 | 350 | 350 | 1400 |
| 4 | 350 | 350 | 350 | 350 | 1400 |
| 5 | 350 | 350 | 350 | 350 | 1400 |
| 6 | 350 | 350 | 350 | 350 | 1400 |
| 7 | 350 | 350 | 350 | 350 | 1400 |
| 8 | 350 | 350 | 350 | 350 | 1400 |
| 9 | 350 | 350 | 350 | 350 | 1400 |
| 10 | 350 | 350 | 350 | 350 | 1400 |
| Total | 3500 | 3500 | 3500 | 3500 | 14,000 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Scripts  | X Marking | Total |
| Scripts | 14,000 | 1 | 14,000 |
| Check mark min.10% | Minimum 1400 | 1 | Minimum 1400 |
| Adjudication | as required | as required | as required |
| Total scripts | Minimum 15,400 |

The contractor is responsible for:

* the highly secure marking of writing scripts.
* conducting single blind marking of all scripts – markers will be required to provide one set of criteria scores for each script;
* conducting a minimum of 10% check marking of each marker on each day;
* the secure storage of any complete raw data sets and/or reports held outside of the platform; and must ensure that these are made available to ACARA on completion of the project.

The scripts must be marked by trained, expert NAPLAN markers in accordance with the marking rubrics and specifications provided by ACARA. The marking design will be determined *in conjunction* with ACARA’s Writing Test Manager.

The contractor’s Lead Marker will follow procedures and protocols applied to NAPLAN marking to ensure that a high degree of accuracy and reliability is maintained. The contractor must provide appropriate quality control statistics.

The contractor will be responsible for the secure storage of any complete raw data sets and/or reports held outside of the platform; and must ensure that these are made available to ACARA on completion of the project.

A detailed description and timeline of the writing marking process is provided in Appendix A. Marking must be able to be undertaken remotely in the event of extenuating circumstances.

ACARA expects that in total a minimum of 15,400 scripts will require marking (including a minimum of 10% check-marking, as per the national marking protocols). For the purposes of the quote, the contractor should provide pricing for marking the scripts in increments of 500 scripts in addition to the base quote.

Any scripts of concern identified during the marking operation must be provided to ACARA at a time agreed with ACARA. These scripts must be de-identified (e.g., contain no student names), and be provided in a format as agreed with ACARA, who will provide these to the relevant jurisdiction for follow up with the school.

**2.4.16 Deliverable 16 – Marking progress reports**

Throughout the project, marking progress reports, including marking completion, marker quality and adjudication reports, will be available through the Contractor’s marking and scoring system (or by export from the system) and should be monitored by the contractor, *in conjunction* with ACARA. Marking progress should be monitored and progress reports exported and supplied to ACARA at least once every marking session.

A final extract of all available reports and data-extracts should be provided to ACARA at the completion of marking.

**2.4.17 Deliverable 17 – Provision of writing data and images to ACARA**

The Contractor is required to provide data files at the end of the marking operation for all sets of raw score marks for each student in a single row according to ACARA’s specifications. A separate file should be provided for each Task (e.g. Task 1 containing all year levels). The Contractor should also supply a datafile containing information associated with each student’s Writing test, including the school, task, test attempt identifier (from the test platform), marking scores and script HTML to ACARA.

The detailed data matrix specifications will be provided to the successful contractor. The format of the data file is fixed-width ASCII text file. Quality assurance processes must be in place to ensure the accuracy and consistency of these data. These data files are used in psychometric analysis of the items/tasks to determine their suitability or otherwise for inclusion on any future NAPLAN test forms. An extract of this data should also be made available in a single .CSV file containing all task and year group data, and typed student responses.

The Contractor is required to nominate one person with experience in the production of data files to be able to be contacted for a period of four weeks after the data files have been provided to ACARA to resolve any issues that might arise during the subsequent analysis of the writing results. The person should be readily available during that period.

**2.5 Security requirements**

All aspects of test administration, invigilation, and writing marking and training must be carried out under strict security. The Contractor is required to provide a detailed security plan for managing all stages of the project, informed by the requirements below:

* a high level of security must be maintained throughout this contract. The security plan must outline how security will be maintained during all stages of the process.
* all tests, scripts, administration instructions, marking and training materials, data files and associated materials, in both paper and electronic forms, must be secured at all times so that unauthorised personnel (as specified by ACARA) do not have access to them.
* an approval process in place for employing qualified and suitable invigilators and markers.
* protocols for invigilators during the test administration period.
* incident management procedures and response plans, which detail how system access, security and unscheduled downtime will be managed.

The Contractor is required to account for any printed material or paperwork used during the Item Trial that could potentially compromise the security of the tests. All test material, administration instructions and student working sheets (including scrap paper) must be collected by the invigilator before students are allowed to leave a test room. The Contractor must check that all materials are accounted for when returned by invigilators. All markers’ notes must be collected by the Contractor before markers are allowed to leave the marking centre. The Contractor must check that all materials are accounted for when returned by markers.

The Contractor is required to securely destroy all paperwork and all electronic artefacts and data files generated outside the platform for the duration of the project when instructed by ACARA. The Contractor is required to provide written assurance and confirmation of secure destruction of aforementioned material.

If sub-contractors are engaged by the Contractor, the prescribed security measures must apply to them also. It is the responsibility of the Contractor to ensure that this occurs. All personnel including sub-contractors must have no conflict of interest.

All personnel employed by the Contractor (or any sub-contractors) must sign confidentiality agreements in which they agree not to disclose information about the tests and the test questions, including the Writing genres. Invigilators may not disclose information about or discuss the genres of the Writing tests with any other party, including other invigilators. Markers may not disclose information about or discuss the genres of the Writing tests with any other party outside the marking centre.

The invigilators must ensure that security of online tests is not breached during their implementation, that no recording devices of any type are used by students, teaching or support staff, and that only necessary teaching and support staff are present during any online testing in schools. The invigilators must maintain the security of all online test login information and all other information in relation to the online test delivery platform.

All electronic equipment including telecommunications apparatus, servers, disks, tape libraries, etc. are to be kept in a secure location and access limited to authorised personnel. At a minimum the following requirements must be met:

* all locations where production of related materials occurs (including the locations for suppliers and subcontractors) are in a secure environment.
* all personnel including subcontractors must declare any potential, actual or perceived conflict of interest to ACARA and accept the outcome of any determination by ACARA to manage conflict/s. All personnel including subcontractors must also sign confidentiality and non-disclosure agreements.
* all applications must have appropriate user authentication through passwords and access limitations.
* all data to be transferred must have encryption (secure socket layer SSL) and be transferred via the Contractor’s File Transfer Protocol (FTP) site.

In addition, the Contractor is required to notify ACARA immediately of any breaches of security. If a breach of security occurs, the Contractor must follow ACARA’s instructions for dealing with the breach. The Contractor is required to keep ACARA fully briefed on progress and any issues that may arise, and to provide periodic progress reports at specified dates.

**2.6 Materials to ACARA**

At each completion phase of the deliverables outlined above, the Contractor must provide ACARA with a report and/or an agreed sample of each of the materials produced, as appropriate. Where materials are developed electronically, ACARA will receive a copy of the electronic file/s for each of the materials developed. The Contractor must also provide ACARA opportunities to review and provide feedback on the development of the materials prior to and during the development phase.

**2.7 Secure deletion of data**

After the completion of the administration of the tests, the contractor will be responsible for ensuring that the invigilators collect any scrap paper/working sheets used during the tests and securely destroy these, e.g. by shredding.

The contractor will also be responsible for **securely destroying** all test materials (e.g. TA handbooks).

The contractor will be responsible for ensuring that any materials that can compromise the security of the test are securely provided to ACARA or destroyed. ‘Secure’ is specified in section 2.5 Security requirements.

Schools who self-administer the Item Trial tests will be responsible for ensuring any scrap paper/working sheets used during the tests are securely destroyed and adhere to section 2.5 Security requirements. The contractor must confirm with schools that this has been completed.

The contractor is required to delete data according to ACARA’s privacy policy.

The contractor is required to confirm that all information on Item trial and information on item performance including but not limited to any data used in preparation for the delivered files have been securely erased from all media including but not limited to networks servers, computer hard drives in the contractor's possession. The timeline for this activity will be negotiated with the contractor at a later date.

**2.8 Policies, standards and guidelines**

The Commonwealth Style Manual, AGPS, Canberra (latest edition);

Australian Standards for Document Management (AS ISO 15489);

Commonwealth Fraud and Corruption Control Framework - 2024;

Data Standards Manual Student Background Characteristics (ACARA, 2012).

**Commencement and Time-frame**

**Commencement Date** 8 October 2025

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

**Time-frame:**

|  |  |  |
| --- | --- | --- |
| Task Name | Start | End |
| Project initiation meeting  | 8 October 2025 | 8 October 2025  |
| Provision of project management documentation (including risk management and test security plans) to ACARA  | 10 November 2025 | 10 November 2025 |
| Provide progress reports and consult regularly with ACARA  | October 2025 | June 2026 |
| Provision of sample school details to Contractor  | 5 December 2025 | 5 December 2025 |
| Provision of School Technical Support Officer login details to Contractor  | 21 January 2026 | 21 January 2026 |
| School preparation/readiness for tests  | 16 February 2026 | 15 May 2026 |
| Recruitment of invigilators  | November 2025  | March 2026  |
| Enrolment of students in tests on platform  | 10 April 2026 | 10 April 2025 |
| Provision of student and invigilator logins to Contractor   | 16 April 2026 | 16 April 2026 |
| Training of invigilators  | May 2026  | May 2026  |
| **Administration of Item Trial tests in schools**  | **18 May 2026** | **12 June 2026** |
| Development of marking materials in conjunction with chief writing assessor  | 25 May 2026 | 19 June 2026 |
| Writing marking and data capture in conjunction with chief writing assessor  | 22 June 2026  | 3 July 2026 |
| Data cleaning | 6 July 2026TBC  | 9 July 2026TBC  |
| Provide marking data to ACARA | 10 July 2026 | 10 July 2026 |
| Securely destroy all test materials  | 7 August 2026  | 7 August 2026  |
| Project close-out meeting  | August 2026  | August 2026  |

**Appendix A**

**Appendix A**

ACARA Item Trial 2026 Writing Marking Schedule

Preparation of Item Trial writing marking materials

A set of materials is required for each topic to be marked – i.e. for the NAPLAN Item Trial 2026, 10 sets are to be developed. The lead marker and expert markers need to be highly experienced with both rubrics.

Please note that this schedule is based on marking an estimated 14,000 scripts plus a minimum of 10% check-marking. If fewer scripts require marking, the timeline will need to be condensed. The schedule will be confirmed at the project initiation meeting.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Activity title | Work to be completed | Duration | Dates | Resources | Personnel |
| 1. Script Selection for a set of potential training materials for EACH topic | A range of potential training scripts selected from completed student scripts. (Approx. 20 hand-picked scripts per topic that will be pared down to a final set of 5-10 after agreed consensus marking). Each topic’s scripts must cover the range of possible scores and must include high-level examples that can exemplify top scores in a number of categories, if not all. Scripts must be selected from high and low ICSEA schools across the year levels. Scripts that are considered for inclusion but are not selected must be tagged with notes explaining reasons for exclusion. | 15 working days – must commence after completion of sufficient scripts to start the selection | 26 May – 13 June 2025 | Assess scripts from students across all ability levels for EACH topic Platform, marking system, **Location**: On-line (remote, through video-meetings) | **Experienced expert markers:** Contractor’s lead marker or local expert marker in consultation with ACARA |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2. Reaching agreed scores for training scripts | Ten scripts for each topic (from step 1) are individually marked then discussed by a small group of expert markers and consensus scores for each script agreed. Notes are made on particular category features to inform the writing of script commentaries. | 10 working days days | 2- 13 June 2025 | Scripts from step 1 Platform, marking system, **Location**: On-line (remote, through video-meetings) | Team of experienced expert markers: 2 expert markers from MQT\*Contractor’s lead marker or local expert marker **in consultation with ACARA**\* Inclusion of a minimum of 2 MQT members (or at least 2 ACARA-approved expert markers from different jurisdictions) in this process is considered crucial to ensuring that the marking consistency at trial is aligned to national marking operations. The data from trial can then be used with confidence to predict the performance of future test topics. At least 2 MQT members (or at least 2 ACARA-approved expert markers from different jurisdictions) and ACARA staff will work in conjunction with the Contractor’s lead marker or local expert marker/s.  |
| 3. Production of training script commentaries | Using the consensus scores and notes taken in step 2, 5-6 of the ten scripts will have a commentary written. Each commentary notes the agreed category score for each of the 10 marking criteria as well as a category description of the features exemplified in the script for each criterion. | Included above | Immediately after (or concurrently with) step 2 is completed dates included above | Scripts and notes from step 2 Platform, marking system | **Expert markers:** Contractor’s lead marker or local expert marker **in consultation with ACARA** (needs to be the same person who worked in activity 1 and 2 above) |
| 4. Production of training package | Develop, prepare and copy the materials for marker training. | Included above | Immediately after step 3 is completed dates included above | Platform,Copying/printing facilities  | Expert markers: ACARA in consultation with the Contractor’s lead marker or local expert marker (needs to be the same person who worked in activity 1, 2 and 3 above) |
| 5. Training and marking | Implementation of marker training and marking. | 10 working days | Immediately after step 4 is completed dates 23 June to 4 July | **Location**: Contractor’s secure, central marking centre or, if necessary, managed securely online | **Marking Personnel**: Contractor’s lead marker (oversees marking progress and monitors team leaders’ marking) + sufficient markers and team leaders to complete the following marking work: Approximately 14000 scripts requiring single blind marking for each script plus a minimum 10% back-reading/check-marking ACARA works with lead marker to monitor marking centre. |

**Special Conditions Schedule**

The terms of the Special Conditions Schedule are:

1. **Definitions**
	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 *Australian Curriculum, Assessment and Reporting Authority Act 2008 (Cth);* |
| **Anonymised Data**  | means data that has been anonymised by removing the name of the student or otherwise de-identified, so that the identity of an individual is not apparent or reasonably ascertainable from that data, whether on its own or in combination with other available information, noting that such data is to be treated as if it includes Personal Information following such anonymisation; |
| **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 any data, including (without limitation):* 1. unauthorised access to, or unauthorised disclosure or unauthorised modification of, any data;
	2. loss of information in circumstances where there is a risk of unauthorised access to, or unauthorised disclosure of, Jurisdiction Data; and
	3. an Eligible Data Breach in relation to any data;
 |
| **Eligible Data Breach** | has the same meaning as it has in the Privacy Act or as otherwise defined in any of the Privacy Provisions to the extent applicable; |
| **Information Security Manual** | means the Australian Signals Directorate *Information Security Manual available* at <https://www.cyber.gov.au/resources-business-and-government/essential-cyber-security/ism> as amended from time to time;  |
| **Item Trial** | means the conduct of trials for test items procured in the numeracy, reading, writing and conventions of language domains to support the development of the NAP 2027 program;  |
| **Jurisdiction** | means an Australian State or Territory; |
| **Jurisdiction Data** | in respect of a particular Jurisdiction, means all data that has been supplied to ACARA for the purposes of administering and reporting on the NAP, including information and material processed, produced or derived using that information and material, including Anonymised 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 Jurisdiction; |
| **Non-Jurisdiction Data** | means data that is not Jurisdiction Data that is collected for the purposes of the Item Trials as specified by ACARA; |
| **Personal Information**  | means:* 1. personal information as defined in the Privacy Act; and
	2. in respect of data exchanged by a particular Jurisdiction Entity, Jurisdiction Data or any data derived from Jurisdiction Data that is ‘personal information’ subject to the Privacy Provisions governing the relevant Jurisdiction Entity;
 |
| **Platform Student Identifiers** | means the unique identifier assigned to each student in a school that enables that student to participate in a NAP;  |
| **Privacy Act** | means the *Privacy Act 1988* (Cth) as updated or replaced from time to time; |
| **Privacy Provisions** | means the privacy laws specified in the Attachment to this Special Conditions Schedule; |
| **Protective Security Policy Framework** | means the *Australian Government Protective Security Policy Framework* available at <https://www.protectivesecurity.gov.au/> as amended from time to time; |
| **Re-identification** | means, in relation to data about an individual that has been de-identified, use or disclosure in a manner that could lead to the identity of an individual to whom the data relates becoming apparent or reasonably ascertainable, and includes use or disclosure in a manner that may allow that data to be combined with other data in a way that could lead to the identity of that individual to whom the data relates becoming apparent or reasonably ascertainable; |
| **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 data, or circumstance 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 any data; and |
| **Sensitive Personal Information** | has the same meaning as “sensitive information” in the Privacy Act. |

1. **Acknowledgement and undertaking**
	1. The Contractor acknowledges that Jurisdiction Data that it may receive from ACARA under this Agreement includes Sensitive Personal Information.
	2. The Contractor undertakes to comply fully with the terms of this Special Conditions Schedule.
	3. The Contractor:
		* 1. 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 the Item Trials (the Data Exchange Agreement) and the Services provided by the Contractor under this Agreement are subject to the Data Exchange Agreement;
			2. acknowledges that the Data Exchange Agreement is likely to be executed by these parties in late 2025;
			3. 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;
			4. 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
			5. 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.
2. **Collection Notice**
	1. To the extent that the Contractor collects Personal Information under the Privacy Act in connection with the Services it must:
		* 1. 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:
				1. of the purpose for which the information is being collected;
				2. if the collection is authorised or required by law, that the collection is so authorised or required under the relevant law; and
				3. 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
			2. otherwise comply with the Privacy Act in relation to the provision of notice to such individuals; and
			3. 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.
3. **Data security**
	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:
		* 1. unauthorised access;
			2. unauthorised copying;
			3. unauthorised disclosure;
			4. complete or partial loss;
			5. complete or partial corruption;
			6. malicious deletion; and
			7. accidental deletion.
	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.
4. **Use, storage and disclosure of Jurisdiction Data and Non-Jurisdiction Data**
	1. If directed by ACARA, the Contractor must delete Jurisdiction Data relating to one or more Jurisdictions.
	2. The Contractor must only access Jurisdiction Data as required to enable the relevant Jurisdiction to participate in the Item Trials and must not disclose Jurisdiction Data except as expressly permitted in this Special Conditions Schedule.
	3. The Contractor must ensure that Jurisdiction Data and Non-Jurisdiction Data that is Anonymised data is only disclosed to:
		* 1. ACARA; or
			2. the Jurisdiction to which it relates, except in the context of the State of Queensland where such Jurisdiction Data and Non-Jurisdiction Data must not be disclosed to the Queensland Department of Education where it relates to a school within a Non-Government Sector.
	4. Unless ACARA provides specific prior written approval, the Contractor must ensure that Jurisdiction Data and Non-Jurisdiction Data is not disclosed to any third party that is not an approved subcontractor under this Agreement (whether or not that Jurisdiction Data or Non-Jurisdiction Data is Anonymised Data).
	5. The Contractor may disclose Jurisdiction Data and Non-Jurisdiction Data to a subcontractor that has been approved by ACARA in accordance with clause 12 of this Agreement where this is required to perform the Services, and unless ACARA provides specific prior written approval, this must be limited to Jurisdiction Data and Non-Jurisdiction Data that is Anonymised Data.
	6. Any approval given by ACARA under clause 5.4 or 5.5:
		* 1. may or may not be given by ACARA acting in its absolute discretion; and
			2. may be subject to any conditions ACARA considers appropriate acting in its absolute discretion.
	7. The Contractor must ensure that Jurisdiction Data and Non-Jurisdiction Data that is not Anonymised Data:
		* 1. remains confidential;
			2. is securely stored and all reasonable steps are taken to prevent unauthorised physical or electronic access;
			3. is not transferred, or accessed from, outside of Australia without the prior written consent of ACARA;
			4. is only used in a manner permitted by section 40 of the ACARA Act and the Privacy Act, and this Agreement; and
			5. is held in compliance with the Privacy Act.
	8. The Contractor must:
		* 1. ensure that any other party to whom Jurisdiction Data or Non-Jurisdiction Data is disclosed in accordance with clauses 5.4 or 5.55.4 of this Special Conditions Schedule:
				1. is bound by any conditions prescribed by ACARA under clause 5.6.b of this Special Conditions Schedule and by obligations substantially similar to the obligations set out in this Special Conditions Schedule; and
				2. complies with any conditions and obligations referred to in clause 5.8.a.i of this Special Conditions Schedule (except that clause 5.5 expressly does not permit disclosure to subcontractors of approved subcontractors); and
			2. exercise any rights it may have against any other party to whom Jurisdiction Data or Non-Jurisdiction Data is disclosed in accordance with clause 5.4 of this Special Conditions Schedule in connection with that Jurisdiction Data or Non-Jurisdiction Data in accordance with any direction by ACARA.
	9. 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.
	10. 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.
5. **Data Breach notification**
	1. The Contractor must immediately notify ACARA’s Project Manager 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.
	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:
		* 1. 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;
			2. if directed by ACARA, carry out an assessment (in consultation with ACARA and the relevant Jurisdiction) 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;
			3. unless otherwise directed by ACARA and the relevant Jurisdiction, take all other action necessary (in consultation with ACARA and the relevant Jurisdiction, 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
			4. take any other action as reasonably directed by ACARA.
	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.
	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.
	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 Jurisdiction.
6. **Use of Platform Student Identifiers**
	1. The Contractor:
		* 1. must not adopt the Platform Student Identifiers as their own identifiers; and
			2. must only use or disclose the Platform Student Identifiers in the performance of the Services in relation to the Project.
7. **Assistance**
	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).
	2. The Contractor must provide all reasonable and timely assistance and information to ACARA in respect of addressing:
		* 1. any Data Breach;
			2. any Security Incident, including a Security Incident affecting Jurisdiction Data;
			3. 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;
			4. any application made to ACARA under the *Freedom of Information Act 1982* (Cth) for access to information, including any Jurisdiction Data; and
			5. 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.
8. **Policies**
	1. The Contractor must comply with the NAP Sample Privacy and Data Management Policies as amended from time to time by ACARA.

1. **Jurisdiction Legislative / policy requirements**
	1. To the extent that the Contractor is required to deal with Jurisdiction Data subject to Privacy Provisions, the Contractor agrees to comply with the requirements in the Attachment to this Special Conditions Schedule.
	2. The Contractor must comply with the following requirements:
		* 1. personnel, including personnel of subcontractors (**Contractor Personnel**) that have access to student Personal Information in accordance with this Agreement must undergo a national police history pre-employment check and meet the clearance requirements.
			2. if Contractor Personnel do not undergo or do not meet the clearance requirements, the Contractor must not permit those persons to have access to student Personal Information.
			3. If the Contractor is or becomes aware that:
				1. any Contractor Personnel is a Prohibited Person for the purposes of this clause 10.2; or
				2. any Contractor Personnel fail to meet the clearance requirements in this clause 10.2,

the Contractor must immediately notify ACARA.

* 1. If ACARA gives the Contractor notice in writing that any one or more Contractor Personnel is a Prohibited Person, the Contractor must immediately withdraw the Prohibited Person’s access to student Personal Information.
	2. In this clause 10, ‘Prohibited Person’ means a person who, under a law of the Commonwealth, or of a State or Territory, is prohibited from working with children.
	3. The Contractor must comply with any additional requirements specified in the Attachment to this Special Conditions Schedule.
	4. The Contractor agrees to notify ACARA and the relevant Jurisdiction immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 10 (including additional obligations specified in the Attachment to this Special Conditions Schedule).

Attachment to the Special Conditions Schedule
Jurisdiction Privacy and other requirements

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| **Issue** | **Jurisdiction** | **Requirement** |
| Privacy Provisions (cl 5-6) | ACT | the *Information Privacy Act 2014* (ACT) and the *Health Records (Privacy and Access) Act 1997* (ACT) |
|  | NSW | the:* 1. *Privacy and Personal Information Protection Act 1998* (NSW);
	2. *Privacy and Personal Information Protection Regulation 2014* (NSW);
	3. *Health Records and Information Privacy Act 2002* (NSW);
	4. *Health Records and Information Privacy Regulation 2012* (NSW);
	5. *Health Records and Information Privacy Code of Practice 2005* (NSW); and
	6. Privacy Code of Practice (NSW Department of Education)
 |
|  | NT | the *Information Act 2002* (NT) |
|  | QLD | the *Information Privacy Act 2009* (Qld) andsection 426 of the *Education (General Provisions) Act 2006* (Qld) |
|  | SA | the *Information Privacy Principles (IPPs) Instruction* (PC012) (SA IPPs) |
|  | WA | the:* 1. *School Curriculum and Standards Authority Act 1997* (WA);
	2. *School Education Act 1999* (WA);
	3. *Criminal Code Act Compilation Act 1913* (WA);
	4. *Freedom of Information Act 1992* (WA); and
	5. Administrative Instruction 711 issued by the Public Sector Commissioner
 |
|  | TAS | the *Personal Information Protection Act 2004* (Tas) |
|  | VIC | the *Privacy and Data Protection Act 2014* (Vic) |
| Personal Information obligations (cl 10.1) | NSW | The Contractor agrees that it must deal with all “personal information” and “health information” collected or obtained pursuant to this Agreement in accordance with:a. the *Privacy and Personal Information Protection Act 1998* (NSW) and the Information Protection Principles contained in that Act (in the case of personal information); andb. the *Health Records and Information Privacy Act 2002* (NSW) and the Health Privacy Principles contained in Schedule 1 to that Act (in the case of health information. |
|  | NT | The Contractor agrees that it must deal with all Personal Information collected or obtained pursuant to this Agreement in a manner which is consistent with the *Information Act 2002* (NT) (the Information Act) and the Information Privacy Principles contained in that Act, as if the Contractor were a public sector organisation pursuant to section 5(7) of the Information Act. |
|  | QLD | The Contractor agrees that it must deal with all Personal Information collected or obtained pursuant to this Agreement in a manner which is consistent with Chapter 2 of the *Information Privacy Act 2009* (Qld), as if the Contractor were QDoE, or section 426 of the *Education (General Provisions) Act 2006* (Qld) as applicable. |
|  | SA | The Contractor agrees not do any act, or engage in a practice, that breaches the provisions of the *State Records Act 1997* (SA) applicable to SADfE. The Contractor must promptly notify SADfE if it fails to comply with the *Privacy Act 1988* (Cth). |
| Prohibited Persons(cl 10.5) | QLD | Prohibited Person includes a person who is a 'disqualified person' or 'restricted person' within the meaning of the *Working with Children (Risk Management and Screening) Act 2000* (Qld). |
|  | SA | For the purposes of this Schedule and clause 10.5, the following definitions apply:1. Prescribed Offence has the meaning given in the Prohibited Persons Act;
2. Prescribed Position has the meaning given in the Prohibited Persons Act;
3. Presumptive Disqualification Offence has the meaning given in the Prohibited Persons Act;
4. Prohibited Person has the meaning given in the Prohibited Persons Act;
5. Prohibited Persons Act means the *Child Safety (Prohibited Persons) Act 2016* (SA);
6. Prohibition Notice has the meaning given in the Prohibited Persons Act.

If the Contractor has access to South Australian student Personal Information it must: 1. comply with the obligations of employers under Division 2 Part 4 of the Prohibited Persons Act in relation to their personnel that are employed in Prescribed Positions;
2. immediately procure the ongoing exclusion of any personnel that are employed in Prescribed Positions from involvement in carrying out obligations under this Agreement, if they are found to be a Prohibited Person.

Unless such notification causes the Contractor to be in breach of the Prohibited Persons Act, ACARA must promptly notify SADfE if it becomes aware that any of its personnel who are involved in the carrying out of obligations under this Agreement:(a) is a Prohibited Person; or(b) is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence or a Presumptive Disqualification Offence (whilst not being the subject of a Prohibition Notice). |
|  | VIC | If the Contractor has access to Victorian Jurisdiction Data that includes student Personal Information:* + - 1. ACARA must notify VCAA in writing if the Contractor has engaged in any conduct:
				* within Victoria which constitutes reportable conduct within the meaning of the *Child Wellbeing and Safety Act 2005* (Vic); or
				* 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), and
			2. if item 1.1.1.a. applies or VCAA notifies ACARA that the Contractor has engaged in conduct referred to in item 1.1.1.a., ACARA must immediately withdraw access to student Personal Information for the Contractor.
 |