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| **REQUEST FOR TENDER PART B** |
| **DRAFT Contract in relation to the PROVISION OF SERVICES FOR THE NATIONAL ASSESSMENT PROGRAM CIVICS AND CITIZENSHIP 2027****RFT 4-25** |

 |
| Australian Curriculum, Assessment and Reporting Authority ABN 54 735 928 084 [insert Contractor name][insert ABN]  |

THIS AGREEMENT is made on the [insert date]

**BETWEEN**

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

**AND**

**[insert contractor name and ACN and abn]**

 (“**Contractor**”)

BACKGROUND

A ACARA is responsible for 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 As part of this, ACARA implements NAP sample assessments to test students’ skills and understanding in various domains including Civics and Citizenship (**NAP-CC**).

### C ACARA wishes to engage the Contractor to undertake the NAP-CC sample assessment for 2027 (**NAP-CC 2027**) as set out in the Project Brief and 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 attachments and any amendment to this agreement;

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

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

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

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

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

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

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;

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

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

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

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

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

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

“**Indigenous Cultural and Intellectual Property**” or “**ICIP**” means Indigenous peoples' rights to their culture, heritage and knowledge and includes the intangible and tangible aspects of cultural practices, resources and knowledge systems that have been, and continue to be, developed, nurtured and refined by Indigenous people as part of expressing their cultural identity, and includes all applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

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

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

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

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

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

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

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

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

“**Program Manager**”means the Program Manager set out in the Schedule;

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

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

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

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

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

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

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

## **Interpretation**

## 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;
10. if any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
11. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails; and
12. 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 Services and Project are performed, and all materials and data requested by ACARA pursuant to this Agreement are prepared, with due care and skill and in a proper and professional manner and in accordance with the terms of this Agreement;
2. 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;
3. 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;
4. 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
5. 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 PROGRAM MANAGER

## The Contractor must perform the Project to the reasonable satisfaction of the Program Manager, such satisfaction being limited to the terms and conditions of this Agreement.

## During the performance of the Project, the Contractor agrees to regularly liaise with the Program Manager and comply with any reasonable request made by the Program Manager.

# COMMUNICATIONS

## The Contractor must address all correspondence and communications to the Program 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 reasonable 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 an amount claimed under an invoice that does not specify an Australian Business Number in respect of the Contractor). Any deduction made in accordance with this clause 7 will be deemed to be a payment to the Contractor for the purposes of calculating the discharge of ACARA’s obligations under this Agreement.

## 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

## **Contract Material**:

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

## Clause 10.1 does not affect the ownership of Intellectual Property in:

1. any ACARA Material;
2. any Existing Material; or
3. any Third Party Material,

## that is incorporated into the Contract Material.

## The Contractor grants to (or will procure for) ACARA a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, distribute, communicate and exploit any Existing Material in conjunction with the Contract Material in connection with the performance of ACARA’s functions and powers under the *Australian Curriculum, Assessment and Reporting Authority Act 2008* (**ACARA Act**).

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

## The Contractor agrees, and will arrange for any third party, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 10 on request by ACARA.

## The Contractor represents and warrants that:

1. it is entitled; or
2. it will be entitled at the relevant time,

## to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 10.

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

## **ACARA Material:**

## 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.

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

## Subject to 10.14 (images sourced from Alamy), and unless otherwise agreed in writing between the parties, the Contractor must use either ACARA’s template Licensing Deed (no payment) (**Schedule 2**) or ACARA’s template Licensing Agreement (**Schedule 3**), to procure all licences for Third Party Material.

## If any third-party copyright owner does not agree to the licence terms contained in ACARA’s template deed or agreement, or insists on using their own licence agreement, the Contractor must liaise with the Program Manager to obtain instructions and, where agreed, negotiate with the third-party copyright owner using the suggested form of words provided by the Program Manager (if any is provided).

## If the third-party copyright owner does not agree with the licence terms proposed by the Contractor in any negotiations, the Contractor must obtain written approval from the Program Manager prior to accepting the third-party copyright owner’s licence terms.

## **Images sourced from Alamy Limited**

## To assist the Contractor in sourcing images that are consistent with ACARA’s licence requirements in clause 10.6, ACARA has negotiated an agreement with a stock image library, Alamy Limited (**Alamy**). If the Contractor uses images sourced from Alamy, then there is no requirement to use the template licensing deed or letter.

## As part of initiating the Project, ACARA’s Program Manager will brief the Contractor on the process for using Alamy stock images.

## The Contractor will liaise directly with Alamy to arrange access to the images that are part of ACARA’s licence agreement. It is important to note that some images on the Alamy website may not be able to be licensed to ACARA, depending on whether geographical restrictions apply.

## **Indigenous Cultural and Intellectual Property**

## The use of Aboriginal or Torres Strait Islander images, text or stories (whether created by the Contactor or a third party) in any test items must comply with the ACARA ICIP Protocol.

## **Moral Rights**:

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

1. consents to the performance of the Permitted Acts by ACARA or any person claiming under or through ACARA (whether occurring before or after the consent is given); and
2. acknowledges that their attention has been drawn to ACARA’s general policies and practices regarding Moral Rights as described in the Schedule.

## Where clause 10.18 does not apply, the Contractor agrees:

1. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by ACARA or any person claiming under or through ACARA (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to ACARA; and
2. to ensure that each author’s attention is drawn to ACARA’s general policies and practices regarding Moral Rights as described in the Schedule.

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

## In this clause, the **Permitted Acts** are any and all of the following classes or types of acts or omissions:

1. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
2. supplementing the Contract Material with any other Material;
3. using the Contract Material in a different context to that originally envisaged;
4. use of the Contract Material for advertising or promotional purposes of any kind;
5. incorporating the Contract Material into a website, other assessments or as part of a professional development program;
6. use of the Contract Material in tests and test items including without attribution of the authors of that Material;
7. editing, contextualising, summarising or truncating the Contract Material for use in tests and test items including without attribution of the authors of that Material or reference to editing of the Material;
8. associating an item of Contract Material with similar or different items of Contract Material;
9. use by State and Territory education authorities including the Contract Material in workshop presentations, posters, and other teacher professional development materials; and
10. publication of tests online on public websites by ACARA and the States and Territories including without attribution of the authors of that Contract Material.

## but does not include false attribution of authorship.

## **Intellectual Property Register:**

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

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

## The Contractor must ensure the IP Register is complete and up to date throughout the term of the Agreement and must provide ACARA with a copy of the IP Register upon request during the term of the Agreement and on termination or expiry of the 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(b); and

(ii) all relevant obligations, conditions, restrictions or prohibitions binding on the Contractor under this Agreement, including, without limitation, the terms of the Special Conditions Schedule (if any);

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 reasonable direction by ACARA.

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

# 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 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 program the object of this Agreement is transferred to another government entity, ACARA may assign its rights under this Agreement to that entity subject to that entity assuming ACARA’s obligations under this Agreement. The Contractor shall have no objection to any such assignment or assumption.

# 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 mail or facsimile transmission 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: xxx

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

Email: [insert]

Facsimile: 1300 995 468

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

# 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; 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. The costs of any mediation are to be borne equally between the parties. Each party will bear its own costs of complying with this clause 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.

# 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 Agreement 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 Agreement 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 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 Program Manager, or any persons authorised in writing by the Program 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

for these purposes, 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 Program 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.

**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 [insert Contractor name, ACN and ABN]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Print name of authorised officer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name of witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

schedule

**ACARA Material**

**[insert]**

**ACARA policy on Moral Rights**

**[insert]**

**Commencement Date**

**[insert]**

**Completion Date**

**[insert]**

**Contractor Existing Material**

**[insert]**

**Contractor Intellectual Property**

**[insert]**

Contractor’s address for Notice

[insert]

Copyright Statement

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ACARA

Level 13, 280 Elizabeth Street

Sydney

**Specified Personnel**

**[insert]**

**Payment**

The total payment for the work described in this Agreement will not exceed **[insert]** (GST inclusive).

**Payment Schedule**

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

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

**Project Brief**

See Attachment.

**Program Manager**

**[insert]**

**Services**

**[insert]**

**ATTACHMENT – PROJECT BRIEF**

**The Schedule - CONTRACT Details**

**Services**

2.1 Introduction

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

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

ACARA reports to, and is directed by, the Education Ministers Meeting (EMM). ACARA has overall responsibility for implementing the National Assessment Program (NAP) approved by ministers in the Measurement Framework for Schooling in Australia 2020.

ACARA develops and maintains key performance measures to monitor and report on progress towards the achievement of the Educational Goals for Young Australians as specified in the Alice Springs (Mparntwe) Education Declaration (the Declaration). The Declaration promotes world-class curriculum and assessment across a suite of learning areas including Civics and Citizenship. The Declaration was agreed by Education Ministers in December 2019 with the aim of improving educational outcomes for all young Australians. The Declaration has 2 goals:

Goal 1: The Australian education system promotes excellence and equity

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

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

2.2 Background

*NAP sample assessments*

The suite of NAP sample assessments tests students’ skills and understanding in science literacy, civics and citizenship and ICT literacy. Only selected groups of Year 6 and Year 10 students from each state and territory in Australia participate in the sample assessments, which are held on a rolling 3-yearly basis.

The NAP—Civics and Citizenship 2027 (NAP-CC 2027) assessment will be delivered online by ACARA in partnership with Educational Services Australia (ESA). ACARA is responsible for delivering the assessment and reporting services, including research into the online delivery of assessment programs. ESA is responsible for the delivery of the technical services for the platform through which the assessment is delivered – the online Assessment Delivery System (ADS).

The first national sample assessment of Year 6 and Year 10 students in Civics and Citizenship occurred in 2004 with successive assessments conducted in 2007 and 2010. The fourth assessment cycle was conducted in 2013 online using ADS. To support the transition from paper-based testing to online testing, ACARA conducted a comprehensive research program to measure the effect of the mode of delivery.

The NAP-CC Assessment Framework was revised in 2018 to reflect aspects of the content knowledge and skills of various sections of the Australian Curriculum, including 5 components based on the Australian Curriculum: Humanities and Social Sciences (HASS), specifically the subjects of HASS F-6, Civics and Citizenship 7-10 and History 7-10.

The revised Australian Curriculum Version 9.0 was endorsed by education ministers in April 2022 and published in May 2022. The NAP-CC 2024 assessment framework was revised to act as a bridge between past and future NAP-CC cycles. It incorporated the existing assessment domain and progress map so that the underlying construct of the NAP-CC assessment could be maintained, while providing an overview of the connections to the Australian Curriculum and the online assessment model.

The approved measure of Civics and Citizenship is published in the [*Measurement Framework for Schooling in Australia*.](https://www.acara.edu.au/reporting/measurement-framework-for-schooling-in-australia) There is one key performance measure for NAP-CC:

*‘Proportion of participating students in Years 6 and 10 achieving at or above the proficient standard in Civics and Citizenship.’*

In 2022, Education Ministers decided that the NAP sample assessments would take place in Term 2 from 2023 onward.

Information about the NAP-CC may be found on ACARA’s NAP website:

<https://www.nap.edu.au/nap-sample-assessments/civics-and-citizenship>

Previous NAP-CC Public and Technical Reports are available at:

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

Assessment framework for Civics and Citizenship

<https://www.nap.edu.au/nap-sample-assessments/assessment-frameworks>

2.3 Purpose

This Project's purpose is to implement the eighth cycle of the NAP-CC sample assessment Project.

2.4 Scope of Project

ACARA is seeking proposals from suitably qualified and experienced contractors to implement the P**roject objectives:**

* to review and revise the assessment framework for the 2027 cycle;
* to develop assessment instruments in Civics and Citizenship for Year 6 and Year 10 students informed by aspects of the Australian Curriculum;
* to field trial the assessment instruments, mark and analyse the data;
* to administer the main study assessment, mark and analyse the data;
* to equate those results to previous cycles;
* to report on the national achievement of Australian students and any changes in student Civics and Citizenship proficiency.

For NAP-CC 2027 representative school samples will be drawn by the sampling contractor for field trial and main study and provided to the contractor. The sampling contractor will also be responsible for the main study weighting process and will contribute to the development of sampling related sections and chapters in the technical report and public report.

Key details:

|  |  |  |
| --- | --- | --- |
|  | **Field trial** | **Main study** |
| **Jurisdictions** | 5 jurisdictions | All jurisdictions |
| **Students** | Year 6 and Year 10 students | Year 6 and Year 10 students |
| **Schools** | Approximately 128 schools64 x Year 6 and 64 x Year 10 | Approximately 640 schools320 x Year 6 and 320 x Year 10 |
| **Class size** | One - two classes, containing an average of 25 students, from each school will complete the test. | Random selection of 20 students in each school in the corresponding year level to participate in main study. |

ACARA will consult with State and Territory Liaison Officers (STLOs) before notifying and confirming the sample with the Contractor.

*Project key deliverables*

ACARA requires the Contractor to:

|  |  |
| --- | --- |
| Project management and coordination | * provide Project management and coordination throughout the entire Project implementation cycle, via effective communications, regular Project meetings and reporting.
* closely monitor the progress on each Project deliverables against an agreed timeline, resolve issues, mitigate risks and communicate with ACARA.
* provide reports as outlined in ‘Role of the Contractor’ section including:
	+ Overall Project Plan (inclusive of Communication Plan, Risk Management Plan, Quality Assurance Plan, high-level Timeline), Security Plan.
	+ submit fortnightly Project progress reports against timeline
	+ submit Quarterly Progress reports which should include Key Milestones reports regarding test development, field trial (FT) administration, FT marking, FT Quality monitor visits, Main Study (MS) administration, MS marking, MS quality monitor visits and MS data analysis.
	+ provide Project Completion/ Evaluation report.
* consult regularly with the ACARA Program Manager on contractual, financial, Project management and measurement issues.
 |
| Revision of Assessment Framework | * provide a revised assessment framework which is informed by aspects of the Australian Curriculum (AC): Civics and Citizenship Version 8.4., with considerations made to AC Version 9.0. for developing future proof trend items.
* consider and incorporate feedback received from ACARA NAP-CC working group and ACARA Curriculum Specialist, HASS into the updated assessment framework.
 |
| Assessment Instrument Development | * design and develop a range of high-quality items based on the content in the revised NAP-CC 2027 Assessment Framework, compliant with the latest WCAG version (v2.0 AA) and IMS Question and Test Interoperability (QTI) v2.1 specification.
* conduct quality assurance checks on the developed assessment items through peer review or paneling by experienced test developers to ensure content accuracy and precision.
* render items directly into the ADS item authoring system.
* manage and document any use of the third-party materials, as required, in compliance with IP guidelines and Copyright permission requirements.
* accommodate item review with both ACARA internal and external stakeholders, consider and incorporate feedback accordingly.
* review and develop practice items that reflect the full range of item types.
* revise the existing and further develop the student questionnaire.
* complete quality assurance activities of assessment items using different user devices.
* develop test designs for both field trial and main study.
* construct assessment instruments including testlets, student questionnaires, practice test and acknowledgment section for both field trial and main study.
 |
| Field trial test administration | * contact schools and support school registration and preparation for the test administrations including conducting the technical readiness test (TRT), provide guidelines and training materials.
* complete and coordinate test administration in all sampled schools, collect and collate test administrator’s feedback.
* appoint and train quality monitoring invigilators.
* develop quality monitor manual, training materials and data collection instruments, and collate Quality Monitoring (QM) reports after testing period.
* train all school-based invigilators, as required.
 |
| Field trial data analysis | * perform data processing, including merging datasets and data cleaning.
* conduct analysis of both assessment items and questionnaire items.
* present the FT results, including student questionnaire items and main study item selection, to the NAP-CC Working Group by either face-to-face or via videoconference in February 2027.
 |
| Main study test administration | * complete all activities outlined above for FT test administration.
* collect student lists from participating schools and complete student sampling.
* collect individual student background data either from jurisdictions centrally or from schools.
* review, revise and generate the School Summary Report (SSR), and distribute the report to each participating school.
* maintain accurate and complete student tracking data for weighting, data analysis, and reporting.
 |
| Main study data analysis | * perform data cleaning and conduct data analysis of both assessment data and student questionnaire data.
* review and revise proficiency level descriptions based on 2027 empirical evidence, as required.
 |
| Project portal and Helpline support services for FT and MS | * provide a secure portal through which information may be collected from and disseminated to individual schools. Such information will include, but is not limited to, school registration, student enrolment, test scheduling, the collection of student lists and student background data where applicable, the provision of training and guideline material, the monitoring of technical readiness.
* provide a toll-free ‘1800’ telephone and email help desk for schools to clarify administration procedures 3 weeks prior and during the period of field trial and main study testing windows.
* provide a designated email account to support schools and manage Project communications.
 |
| Marking for FT and MS | * develop codebook, control scripts and marking guide.
* provide a marking centre and marking software/system.
* employ and train markers.
* human-mark student extended response items.
* provide marking reliability reports.
* ensure marking quality control through recognised marking QA controls.
 |
| Development of public report and technical report | * develop and submit a draft public report in the template and format specified by and agreed with ACARA on the national achievement in Civics and Citizenship of Australian students, accommodate a review process for this report, and incorporate multiple rounds of feedback to produce a finalised draft document.
* draft and submit a technical report in the template and format specified by and agreed with ACARA and accommodate reviews and feedback.
* provide table data for public and technical reports in separate spreadsheet format.
* prepare a fully documented database together with a data dictionary and accompanying manual.
* provide summary information highlighting key findings to stakeholders to assist with ministerial briefings and media releases.
* provide alternative text for all visual elements—including images, illustrations, graphs, logos, and screenshots—in the draft public report and technical report to ensure compliance with accessibility standards for online publications.
 |
| Project Close-out | * select items and construct one test form for each of year 6 and year 10 to facilitate NAP Opt-in assessment in Civics and Citizenship.
* construct a database including test items, questionnaire responses, student background data, achievement data and weights, and a data manual.
* submit all Project implementation related materials including manuals and reports to ACARA and acknowledge the data deletion at the end of the Project.
* provide a comprehensive Project Close-out report in the specified format.
* attend a Project Close-out meeting via videoconference with key members of ACARA’s Project team after the delivery of all required files to ACARA to reflect on all aspects of the Project implementation.
 |

*Out-of-scope (for this contract):*

* + - School sampling activities
		- The provision of an online test authoring and delivery platform (this will be provided by ACARA’s technology partner) to facilitate:
			* item authoring, item/module review and management.
			* student and school registration.
			* assessment delivery.
		- Desktop publishing of the final public and technical reports.

2.4.1 Project management

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

*Role of the Program Manager*

ACARA’s Program Manager will monitor the Project’s daily implementation. The Contractor will liaise with the Program Manager and other officers of ACARA, as necessary to facilitate the Project's successful implementation and completion.

On behalf of ACARA, the Program Manager will:

* + - act as the communication link between STLOs and the Contractor on operational aspects of the assessment;
		- co-chair the NAP-CC 2027 Working Group;
		- work to resolve any contractual, financial or Project management issues that may arise throughout the life cycle of the Project;
		- negotiate and approve any additional work or variation to the agreed schedule; and
		- solve policy-related issues that arise during the Project.

*Role of ACARA’s Curriculum Specialist, HASS*

* + - to provide specialist advice on all deliverables relating to assessment items, student questionnaire and the revised assessment framework in relation to the aspects of the Australian Curriculum;
		- co-chair the NAP-CC Working Group with ACARA’s Program Manager;
		- coordinate the NAP-CC Working Group review of all assessment items developed and revised by the contractor;
		- manage and coordinate expectations and feedback from NAP-CC Working Group and the Contractor;
		- review relevant sections of the public report and provide feedback.

*Role of ACARA’s Measurement and Evaluation team*

* + - Review the design of all test instruments to confirm that they meet psychometric specifications.
		- Review the results of all quantitative analysis informing test construction and reporting.
		- Review the public report and technical report.

*Role of the NAP-CC Working Group*

NAP-CC Working Group has been established to provide advice to ACARA and the Contractor on the quality of new materials developed by the Contractor. The Working Group will also review the Assessment framework, and its membership comprises of jurisdictional curriculum representatives nominated by the F-12 Curriculum Reference Group. The Working Group will be co-chaired by ACARA’s Curriculum Specialist, HASS and the Program Manager.

*Role of State and Territory Liaison Officers (STLOs)*

States, territories and the Australian Government (including, where appropriate, non-government schooling sectors) have liaison officers for all national assessments. ACARA and the STLOs liaise on issues related to the finalisation of the sample, the participation of schools and students, the conduct of the assessment in their jurisdiction, and communication with sample schools. STLOs play a vital role in ensuring that the testing is completed in accordance with the agreed procedures.

*Role of the Contractor*

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

The Contractor is expected to work in close collaboration with ACARA’s Program Manager, and where required, ACARA’s Curriculum Specialist, HASS, at all stages of the Project to ensure that the procedures and methodologies are consistent with the technical standards for national assessment mandated by the EMM, State and Territory government ministers responsible for education and ACARA’s assessment protocols, and that the Project deliverables and timelines are met.

The Contractor must appoint a highly experienced Project manager and ensure the availabilities of a Project management team to implement the NAP-CC 2027 effectively and efficiently throughout the entire cycle, as well as specialists who will be contributing to various components of the Project work.

The Contractor’s Project manager will report to ACARA’s Program Manager on the basis agreed between ACARA and the Contractor in the Project plan and at any other time as considered necessary by ACARA.

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

* + - an overall Project Plan;
		- communication plan (as component of the Project Plan);
		- risk management plan (as component of the Project Plan):
* Outlining how risks identified in the tender, as well as any further risks that are identified, will be managed in relation to the Project, detailing strategies to ensure Project needs are met within the required timeframe and to the highest standard. This plan must outline how all aspects of security are addressed.
* ACARA requires the opportunity to audit risk management procedures during the Project, including where appropriate, attendance at the Contractor’s place of work and/or receiving briefings on the management of risk.
* The risk management plan must also include compliance and contingency plans in the event of emergencies or pandemics which may impact upon, but are not limited to, schools, invigilators, markers, Project in person meetings, and Contractor Project team resources.
	+ - Quality assurance plan (as a component of the Project Plan) detailing how the quality assurance and quality control processes outlined in the original response to tender will be implemented and monitored by the Contractor throughout the Project.
* The quality assurance plan must specify in detail all and any perceived risks that may impact on the quality of the contract deliverables and must provide detailed advice on the strategies for risk management for each identified risk. It is not sufficient to provide information only about generic quality assurance systems and quality manuals.
	+ - a detailed security plan for managing all stages of the Project, including incident management procedures and response plans, and detailing how system access, security and unscheduled downtime will be managed.
		- a high-level timeline with critical deadlines (as component of the Project Plan – a detailed timeline will not be required until the plan is accepted by ACARA).

*Project management*

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

* + - proactively manage the implementation of the Project deliverables against the timeline
		- be available for regular discussions with ACARA personnel across the entire Project lifecycle, attend nominated meetings.
		- provide fortnightly and quarterly progress reports to ACARA.
		- provide risk alerts to ACARA immediately upon detection of issues considered high risk to the Project.
		- specify every condition that may affect the pricing.
		- Specify any other price charged to the Agency for the service.
	+ for each price, specify:
		- the nature of the price
		- the circumstances under which it will be incurred, and.
		- and total price (including GST).
		- respond to feedback from ACARA following reviews of documentation including those developed for administration, training and marking purposes.
		- modify documentation in response to feedback from ACARA.
		- provide agreed key milestone reports to ACARA by the specified dates; and
		- meet the Project deadlines.

Meetings

The Contractor will be required to communicate with ACARA’s NAP sample team and ACARA’s Curriculum Specialist at key Project junctures. Regular meetings will be organised by ACARA via videoconference (as default mode) as follows:

* + - Daily meetings during the assessment windows, as required.
		- Weekly meetings at the outset of the Project and in the lead up to each assessment window; and
		- Fortnightly meetings to report on Project progress at all other times.

The Contractor will also be required to conduct one meeting with the NAP-CC Working Group. The meeting will be convened online by ACARA. The meeting will provide a forum for NAP-CC Working Group representatives to gain insight into the field trial results and item performance.

The NAP-CC Working Group will contribute to decisions regarding the final pool of items/modules for main study inclusion. In the case of in-person meeting, the Contractor will be responsible for the costs associated with their own attendance at the meeting. Catering, venue and all technical equipment will be provided by ACARA.

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

Project quarterly progress reports

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

Key milestone reports

Written key milestone reports may be requested by ACARA by specific dates after the completion of each phase of the Project implementation, if these aspects were not included in the quarterly progress report:

* + - Assessment framework review and updates;
		- Test development and authoring in the platform;
		- Field trial including preparation, test administration and marking;
		- Main study including all preparation activities, test administration and marking;
		- Quality monitoring visits report for field trial and main study
		- Main study data analysis and reporting.

Resources

The Contractor will include in its price all resources for its Project staff, such as the travel, office facilities, equipment and staff payment.

Communication and Evaluation

It is expected the Contractor will:

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

2.4.2 Assessment framework review

The Assessment Framework for NAP-CC 2024 contains specifications for both the Year 6 and the Year 10 Civics and Citizenship assessments. The recommendations extend the aspects of civics and citizenship and the depth with which it is assessed, while maintaining the underlying construct of the assessment to enable effective historical comparison.

The framework stipulates and describes the content to be assessed, the cognitive engagement that is expected of students, and the types of assessment tasks and questions to be included in the assessment.

The development of the framework was informed by aspects of the Australian Curriculum: Civics and Citizenship and was informed by research in civics education, research in assessment and measurement, best practices in assessment, and international assessment frameworks. The framework was further refined through feedback from reviews by NAP-CC Working Group and ACARA experts.

For NAP-CC 2027, the Contractor will be required to conduct the following:

* + - review and update the Assessment framework from previous cycle;
		- produce the draft assessment framework 2027 for review by NAP-CC Working Group and other stakeholders;
		- review feedback and implement changes as required; and
		- provide a final assessment framework for publication on ACARA’s NAP website.

The revised assessment framework will provide the basis for developing the NAP-CC 2027 assessment instrument.

Upon award of the contract, ACARA will provide an Assessment Framework Review Brief, which will be developed upon consultation with NAP-CC working group, highlighting key areas to be covered in Assessment Framework to the contractor.

2.4.3 Development of assessment instruments

The Contractor is required to develop the assessment instruments in accordance with the revised Assessment Framework and the ACARA Item Development Guidelines.

The assessment instruments will be administered to Year 6 and Year 10 students in Australian schools to measure students’ cognitive competencies in civics and citizenship by assessing both students’ knowledge in this area and their capacity to use this knowledge as they engage in processes of civics and citizenship. The NAP–CC assessment is also concerned with measuring certain skills that students need, at different stages of their education, to judge, interrogate and make decisions about important civics and citizenship issues. It is important that the assessment, where relevant and possible, incorporates new educational initiatives, reflects updates in the national curriculum, and adapts to contemporary contexts to keep the assessment relevant and forward-looking.

There should be sufficient assessment items for up to 60 min for Year 6 and 75 min for Year 10 of testing for each student with the consideration that a subset of these items (a number of items equivalent to one test form each for Year 6 and Year 10) will be used for other future NAP Opt-in assessment in NAP-CC. Approximately 210 new items will be required for the trial of the objective assessment items.

The coverage of various aspects and content areas during test development of Civics and Citizenship should be informed by the revised assessment framework and the previous distribution (across strands and major concept areas) which is documented in the 2024 NAP-CC Public and Technical Reports, available at:

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

All available trend items will be provided to the contractor to inform test development plan for new items.

It is expected that the Contractor will review the updated assessment framework and the trend item pool to determine if the proportions of the content areas should be adjusted and/or if additional items should be added to the item pool.

It is preferred that the assessment items are developed and submitted in stages to ACARA for review and feedback before those items are presented to NAP-CC Working Group. The contractor is expected to document and report the test development plan and criteria for test developers, as well as all quality assurance procedures carried out during the item development phases before the items submitted to ACARA for review.

The online authoring ADS system adheres to **Question & Test Interoperability (QTI) v2.1**.The contractor must develop and author all items directly into the ADS platform, using the approved item types only as outlined in the item development guideline materials.

The Contractor is required to develop associated descriptors and marking keys for the test items and provide information about the coverage of the assessment content areas and reporting scale. The item metadata described below must be entered into the ADS item authoring system. The ADS item authoring system will support the creation of items and all elements of the business process relating to editing, review, and approval.

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

* + - the relevant year level and indication as to whether the item is a link item;
		- a descriptor using metalanguage found in the Australian Curriculum (examples can be provided), where relevant;
		- a difficulty estimate;
		- the relevant Australian Curriculum content description and code and accompanying year level, informed by both AC V8.4 and AC V9.0, where relevant
		- the associated Australian Curriculum: General capabilities, where relevant; and
		- the key or suggested rubric for extended text/constructed response items.

All new items, along with their metadata, will be reviewed by ACARA’s Curriculum Specialist, HASS and the NAP-CC Working Group through the ADS online review system. In addition, all new and trend items and student questionnaire will be reviewed by ACARA’s Indigenous Cultural and Intellectual Property (ICIP) panel in relation to First Nations content against cultural safety, cultural knowledge and representation criteria and provide relevant feedback. The ICIP panel will also ensure that the First Nations image/ material used by the Contractor complies with ICIP requirements.

The Contractor will accept and action on reasonable feedback from ACARA’s Curriculum Specialist, HASS, ICIP panel and NAP-CC Working Group on the draft assessment materials during the development phase. Item developers are expected to be responsive to advice provided by these review groups.

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

* that assessment material is culturally inclusive, culturally responsive and respectful of Aboriginal and Torres Strait Islander historical and contemporary realities and informed by the Australian Curriculum, including Aboriginal and Torres Strait Islander Histories and Cultures cross-curriculum priority;
* that issues of gender bias are addressed;
* that proposed procedures to ensure that rigorous test development occurs including defined in-house panelling and quality assurance measures to confirm item validity, and content correctness and accuracy;
* how the secure assessment materials from previous cycles are proposed to be used;
* how to ensure that items retained as part of the secure assessment materials remain valid over an extended period and are not overly language and context dependent;
* comply with ACARA’s Style Guide and accessibility guidelines and recommendations;
* that all items are compliant with Web Content Accessibility Guidelines [WCAG 2.0 AA](https://www.w3.org/WAI/WCAG20/quickref/) requirements where this can be supported by the ADS authoring and delivery platform and the ACARA [Guidelines for the development of accessible NAPLAN online items](https://www.nap.edu.au/about/test-development) (except part 3 of the Guidelines) where this can be supported by the ADS authoring and delivery platform;
* that all work/materials are kept highly secure during all phases of the work. All personnel involved in the work must be fully aware of the security requirements. This includes the electronic transmission of materials:
* the provision of final compliance lists and tables.

A short one-page student effort survey (effort thermometer) will be added at the end of each student test form to collect additional self-reported student engagement data. Details of the survey will be provided at the Project initiation phase.

Once the final test design is agreed with ACARA, the contractor will construct the test forms for both year levels in the ADS authoring system, including the student questionnaires and other agreed components such as the student effort survey and the acknowledgement.

The Contractor is responsible for quality assurance testing of all developed test items, test forms and student survey in the online delivery system. The Contractor is expected to provide a QA testing plan for item display, functionality, and data collection outcome, on an extensive range of device types (including PC, Mac, Chromebook and iPad).

**IP and copyright:**

ACARA has a contract with Alamy UK. Under the license, accounts will be created for contractors to source suitable graphics for inclusion in items.

The contractor is responsible for obtaining relevant permission for all third-party materials used in the tests and any associated costs.

Contractor is expected to record all relevant details of all resources sourced from Alamy or other third-party sources against ACARA specified IP register as part of the item development process.

It is expected that all copyright information and acknowledgements related to third-party materials to be displayed in the acknowledgement section of the online test forms.

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

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

2.4.4 Equating design

The equating test design will be developed by the Contractor in consultation with the ACARA Measurement and Evaluation team and is to be documented with considerations of potential implications for:

* item development for future online assessments.
* the retention of and validity of secure items for future equating.
* the release of items for national reporting following each cycle of assessment; and,
* the use of a subset of items for future NAP Opt-in assessment[[1]](#footnote-2) (<https://www.nap.edu.au/opt-in>).

The equating test design should be consistent with the strategies implemented in previous cycles and must fulfil the following requirements.

The assessment test design should employ a rotational, balanced incomplete block design to ensure a comprehensive coverage of content across the assessment while minimising the task load on students taking part in the assessment and to minimise the positional effect on student performance. Historically, 3 clusters have been completed by each student during the main study. This design will be repeated unless content management requires that the number of clusters be varied.

A common item methodology, including both vertical (between year levels) and horizontal (between cycles) links, must be used in the equating design so that the results in the 2027 assessment cycle can be compared to the previous NAP-CC cycles and between Years 6 and Year 10. The 2027 equating design must incorporate items from the previous assessment (NAP-CC 2024) and a selection of new items from 2027. Items from previous cycles will be provided by ACARA to the Contractor via the assessment platform.

Each test form or test path should contain a similar number of items. Item types, numbers of images or video used should be balanced across all test forms, where possible.

It is anticipated that a subset of assessment materials will remain secure and be used for future assessment as trend items and for NAP Opt-in assessments. These items/testlets are to be identified by the Contractor for future use during the process of finalising the MS test design.

For the **Opt-in assessment test forms**, the contractor should consider full coverage of the Australian Curriculum subjects and strands outlined in the assessment framework.

**Constructing NAP Opt-in test forms**

Once the NAP-CC 2027 main study data analysis is concluded, the contractor is expected to select a subset of items to construct 2 test forms, one for Year 6 and one for Year 10, for the NAP Opt-in assessment in 2028. Preferably the selection of items should cover all content areas outlined in the NAP-CC 2027 assessment framework.

The contractor is responsible for authoring these 2 test forms with the acknowledgement section in the ADS system and performing quality assurance checks to ensure they are ready for test delivery.

2.4.5 Student questionnaire

In addition to assessment items the contractor is also required to develop student questionnaire items to collect contextual information about participating students. The student questionnaire was first introduced during the implementation of NAP-CC 2004 and revised in subsequent cycles. The student questionnaire collects information about Year 6 and Year 10 students on their attitudes towards civics and citizenship and their participation in civics related activities.

As per previous cycles, the NAP–CC 2027 student questionnaire should include content relating to both the affective and participatory processes associated with civics and citizenship. These elements will again be required to be measured in the student questionnaire with sets of Likert-type items for both Year 6 and 10 students.

The contractor will be provided with the list of students' questionnaires used in NAP-CC 2024 upon the award of the contract.

The Contactor is required to:

review all previous questionnaire items together with associated metadata to ensure items remain relevant, current (terminologies, examples and legislations) and suggest modifications or develop new items as required.

where possible, check for consistency with other NAP sample program student questionnaires. All items will be reviewed by the Working Group and ACARA’s Curriculum Specialist, HASS and from a First Nations Australian perspective.

ensure student questionnaire items are compliant with the [WCAG 2.0 AA](https://www.w3.org/WAI/WCAG20/quickref/) requirements and authored directly into the ADS item authoring system, including relevant acknowledgement in the online platform.

trial the complete set of questionnaire items, which will include the trend questionnaire items and new items (if applicable) during field trial and inform ACARA of its suitability for use in the 2027 main study.

Based on the findings from FT, update the student questionnaire (remove item/s or make minor changes) in the platform for MS.

2.4.6 Appoint and train quality monitors (field trial and main study)

The Contractor is expected to train teachers and other school staff nominated by sampled schools for the purpose of administering field trial and main study assessment events (referred as **invigilators**), and to ensure that the school-based invigilators are fully prepared for their role and responsibilities and able to follow the standard procedures to deliver the test sessions in schools in a consistent manner.

The Contractor is also required to employ suitably qualified staff with adequate ICT competency for the purpose of conducting quality monitoring visits in selected schools (referred as **quality monitors**) for both field trial and main study assessment events.

The Contractor must ensure that quality monitors and invigilators are fully informed and prepared for their role and have access to timely support via email and/or phone helpline, as needed, to seek clarification or to resolve technical issues that may arise during their preparation and the conduct of testing.

The Contractor will need to organise training for the invigilators and quality monitors so that they are fully aware of their responsibilities regarding test administration, the security of test materials, and the use of ACARA’s ADS platform. The Contractor must provide evidence that all invigilators have successfully completed such training.

The Contractor is responsible for any other costs for in-school invigilation.

The Contractor is required to track and audit any materials given to and returned from invigilators to ensure that all materials are accounted for and not left at schools or lost in transit.

Requirements for invigilators

The invigilators must be familiar with the purpose and content of NAP-CC 2027, and specifically with the prescribed online testing context and procedures.

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

Invigilators must also be familiar with schools and school routines and suitably experienced in managing students in a classroom. It is expected that invigilators should be sufficiently proficient in using computer devices.

If the Contractor employs any external invigilators on a need basis, Contractors must provide information about what relevant qualifications invigilators hold. Any external invigilators must also meet requirements stated below for quality monitors including security requirements and checks relevant to the jurisdiction.

Requirements for Quality monitoring visits

The Contractor must organize quality monitors visits to approximately 5 per cent of the schools sampled in the field test and main study to ensure and gather evidence that the NAP-CC test sessions are conducted in a consistent manner following standard procedures across all jurisdictions and schools.

The Contractor will be responsible for all costs associated with hiring quality monitors, including training.

The Contractor will also be responsible for ensuring that all quality monitors meet the requisite security requirements and checks, including working with children checks, for the jurisdictions in which they will work e.g. quality monitors must have approval to enter and work in schools (quality monitors in South Australia must have attended RAN-EC training; in NSW must sign a declaration form to access NSW government schools). Note that some schools may require quality monitors to show their approval/clearance to enter/work in schools, along with photo identification, before allowing invigilators to enter school grounds. Quality monitors must be informed of and comply with any processes or access requirement in place at each school.

The Contractor must review and revise the quality monitoring manuals including the QM data collection instrument to reflect any new updates included in the Test Administrator administration handbook. During the testing window, the contractor is expected to provide progress updates and report on all QM visits.

2.4.7 Field trial and main study administration procedures

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

The Contractor will be responsible for:

* + - refining existing test administration manuals and school contact manual.
		- the familiarisation of school contact officers and technical support officers with documentation to ensure that procedures are clear and well understood.
		- encouraging school participation to ensure school and student participation rate meeting the target, coordinating and conducting all phases of testing, including contacting schools and confirming their participation, ensuring technical readiness (installation of the lockdown browser and Technical Readiness Test) and related aspects of quality control;
			* ensuring correspondence with schools must be directed to principals in the first instance or school contact officers once nominated by the principal, via email and/or the Contractor’s designated web portal.
			* closely monitoring the technical readiness phase to ensure that all schools complete the required checks on all assessment devices (including PC, Mac, Chromebook and Ipad) and issues are resolved.
		- implementing student selection for main study.
		- for the main study, 20 randomly sampled students in each school are required to participate in the assessment. The contractor must communicate with schools to obtain the full cohort list of students. From this list, the contractor is then required to randomly select a maximum of 20 students. Student lists should be obtained securely from schools via the contractor’s secure portal. The final list of 20 students will need to be provided to schools via the same portal.
		- monitoring and tracking school and student participation during the FT and MS testing windows, contacting schools for follow-up sessions as required, especially for MS.
			* the Contractor is required to provide regular reports listing the number of students that completed each test each day against the number of expected students and any issues experienced including any query or comments related to the validity of the test items.
		- administering a school survey to participating schools upon completion of the main study to gather feedback on any technical, logistical issues, student engagement and future improvements. Collate the data collected through the school survey and provide to ACARA in a timely manner.

*Field trial and main study manuals*

Preparation of School Coordinator’s manual

An important element of the Project is for the Contractor to revise existing test administration plans to ensure that the assessment is implemented without unacceptable deviations in all states and territories. The purpose of this plan is to maximise consistency and to ensure that comparable data are collected from all sample schools.

The School Coordinator’s manual must describe the requirements regarding participation of individual schools and students agreed by ACARA and the possible consequences if jurisdictions and schools do not reach these participation levels. The contractor must review and revised the manuals used in the previous cycle (NAP-CC 2024).

Preparation of Test Administrator’s manual

It is essential that all schools follow the same testing procedures. Variations in the administration procedures of the test can have significant consequences in a study where comparative results are reported. The provision of a comprehensive Test Administrator’s manual is to ensure that standardised testing procedures are followed by all participating schools.

The Contractor must review and revise the Test Administrator’s manual used in the NAP-CC 2024 assessment.

The Test Administrator’s manual should cover the following tasks:

* + - description of the Contractor’s online portal created to communicate and disseminate data from/to schools.
		- record keeping of student participation – this involves recording any student participation deviations on the portal and details of any student absences.
		- instructions for test administrators setting up the test event for their school in the assessment delivery system.
		- troubleshooting instructions and helpdesk contact details.
		- instructions to students – at the start of the test, clear and uniform instructions must be given to students about the methods of answering the questions and the context of the study.
		- supervising the students – it is important that test administrators adopt standard behaviors in common situations that can occur during the testing session.
		- monitoring the time allocation – the test delivery system will incorporate test timers. However, it is important that the times allocated for set up and instructions for students are adhered to.
		- The Contractor is required to:
		- send all information relating to manuals, data collection forms and any other materials required for the administration of the tests to ACARA for approval and sign off;
		- provide the School Contact and School Technical Support Officer manuals, and any other information relating to the administration of the test to schools via the Contractor’s designated secure web portal.

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

2.4.8 Field trial and main study helpdesk

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

The Contractor is required to keep daily test session logs informed by helpdesk enquiries. The final format of the logs will be agreed between ACARA and the Contractor. Helpdesk reports should be provided clearly and consistently to make sense of the data, e.g., consider using pivot tables and summary analysis for each report.

During the administration of field trial and main study, the contractor should ensure that an effective feedback collection method is in place to capture input and feedback from schools throughout the test window.

Upon the completion of field trial and main study, the contractor should provide a school participation list in the format specified by ACARA.

2.4.9 Student Background Information Collection

For the 2027 NAP-CC main study, ACARA requires the contractor to execute secure collection of student background information in a specified format from central agencies acting on behalf of schools where possible, or from schools individually.

For non-government sectors where the student background data cannot be collected centrally, the Contractor is responsible for securely collecting the information from individual schools via the Contractor’s secure portal.

For government sectors and those jurisdictions/sectors in which student background data can be provided centrally (on behalf of individual schools) ACARA will act as the conduit, and all information transfer must take place via ACARA’s secure FTP site.

The Contractor must ensure that individual student background information provided by sectors, states and territories is accurately recorded and correctly matched with individual student test results and student questionnaire responses for data analysis and reporting purposes.

2.4.10 Field trial and main study marking operations

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

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

The Contractor will be required to provide:

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

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

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

Remote marking operations should be outlined as a contingency option. It should allow ACARA's personnel to have complete visibility of ongoing marker accuracy. Functionality and arrangements that ensure clarity of monitoring and security of operation must be outlined in the tender response, including home marking requirements and support procedures.

The Contractor will need to be prepared to conduct the marking operation remotely in the event of emergency or pandemic disruptions as described above.

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

The Contractor will develop and carry out procedures and related aspects of quality control, including the development of scoring/marking manuals and the training of markers in those procedures.

The Contractor will review scoring rubrics developed during item development, referring to student responses collected during field trial, and modify them for main study where required.

The Contractor must conduct a single marking of all student responses not automatically scored by the assessment platform for field trial and main study. Each student response to be marked externally to the platform is defined as a “script” (each student producing several of these scripts as they complete the assessment). It is expected that quality assurance will be conducted on the marking of each externally marked item, with control scripts presented regularly to markers, and a minimum of 10% check-marking conducted, spread across all markers and items, with remediation conducted if issues are revealed

Below is the approximate number of student responses that were marked in the last cycle. The Contractor is expected to estimate the number of scripts to be marked based on the test design and content.

|  |  |
| --- | --- |
|   | Estimated number of student responses to be marked  |
| **Field trial**  | **35,000** |
| **Main study** | **150,000** |

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

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

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

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

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

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

* Requirements for Team leaders and Lead Marker

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

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

The Contractor is expected to preference markers that:

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

The Contractor will be responsible for all costs associated with the hiring and training of markers, and for all aspects of their employment, 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 emergency or pandemic disruptions.

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

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

After the completion of the main study marking the contractor is required to provide marking guides for all the items that required human marking.

2.4.11 Data processing and psychometric analysis for field trial and main study

The Contractor will be required to analyse and present results from both field trial and main study as outlined in Table 5. Where relevant, comparison to historical data from previous cycles or as outlined in the NAP-CC 2024 Technical report should be applied.

The aim of the analysis of field trial student cognitive and questionnaire data is to provide an empirical basis for the selection of material for main study.

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

Table 5. Data analysis requirements

|  |  |
| --- | --- |
| Data Processing/ Data Cleaning  | Data processing is the Contractor’s responsibility. The Contractor will need to check and manage data according to the following requirements: * ensuring completeness
* ensuring correct and unique values of identification variables
* ensuring valid ranges for values on all variables, including background variables and responses to the test items
* checking for inconsistencies between variables
* recoding empty or blank cells, which are not accepted in the cleaned data files
* coding of non-responses
* production of a structured data file for use during scaling/analysis with a copy provided to ACARA
 |
| Item Calibration and Item Review  | The Contractor is required to undertake separate item calibrations for each year level using item response (IRT) models appropriate for the data (e.g., 1PL or Partial Credit models). Item and test level statistics will be produced, and review will be undertaken by the Contractor in consultation with ACARA M&E team. |
| DIF analysis   | The Contractor is required to undertake separate differential item functioning (DIF) analyses for each year level. At a minimum, an analysis of gender DIF is required. Identification of items exhibiting DIF will be undertaken by the Contractor with a summary of results provided to ACARA.  |
| Dimensionality analysis | The Contractor is required to undertake dimensionality analyses for each year level. At a minimum, these analyses will investigate the latent correlation between Australian Curriculum strands. |
| Vertical Equating Shifts  | The Contractor is required to estimate vertical equating shifts using common items between the two assessment year levels for both item trial and main study.  |
| Horizontal Equating Shifts  | The Contractor is required to estimate horizontal equating shifts using common items between the two successive NAP-CC assessment cycles for both item trial and main study.  |
| Conditioning and Student Achievement Scores   | **Field trial**The Contractor is required to produce Weighted Likelihood Estimates (WLEs) for each year level using item difficulties estimated during calibration. Conditioning (unidimensional latent regression) is not required.**Main study**The Contractor is required to estimate a set of conditional student achievement scores by first implementing a conditioning (unidimensional latent regression) procedure and then producing Weighted Likelihood Estimates (WLEs) and Plausible Values (PVs) for each year level. Regression variables for inclusion will be based on historical precedent and component scores derived from principal components analysis (PCA) using student background and questionnaire data. |
| Final Dataset   | The Contractor is required to produce a final dataset containing matched achievement data for both cognitive and survey questionnaire items for secondary analysis purposes. Student achievement scores will be required to be transformed to the historical NAP-CC scale using the horizontal and vertical equating shifts and appropriate transformations.  |
| Questionnaire analysis  | The Contractor is required to produce frequencies and missing data analysis for all items.**Field trial**The Contractor is required to review classical item statistics for questionnaire items, such as the distribution of responses and proportion of missing values. Distributions of student questionnaire items should also be compared with those from previous cycles. For items that are designed to measure latent constructs, the Contractor will implement a combination of either exploratory and confirmatory factor analysis (EFA/CFA) or IRT to review dimensionality. **Main study**Following dimensionality evaluation using EFA/CFA, classical item statistics (e.g., reliabilities, item-score correlations) as well as item response theory-based statistics should be used to inform the scaling characteristics of these items. Scale scores for these constructs will be derived using a suitable IRT model (e.g., the IRT Rating Scale or Partial Credit model). Distributions of student questionnaire items should also be compared with those from previous cycles both at the national and jurisdictional level.  |

1. *Analysis Software*

The Contractor is required to use appropriate software to conduct each component of the field trial and main study analysis. The software needs to be suitable to enable continuity of NAP-CC reporting, consistent with all processes set out in this document and detailed further in the NAP-CC 2024 technical report.

ACARA may require that the Contractor trial their psychometric software for selected analyses. A price for this would be negotiated separately. Following this exercise, ACARA will work with the Contractor to help produce analysis that allows reporting to be comparable to previous cycles. ACARA’s assistance will include the provision of data files and direction on psychometric method.

2.4.12 School summary reporting

ACARA requires the Contractor to provide main study participating schools with information about their students’ test performance in Term 3 of the 2027 school year.

The Contractor will provide main study schools with feedback on student performance in a report format like that used in previous national assessments (see NAP-CC Technical Report). These reports, known as School Summary Reports, must display links to the assessment framework and the Australian Curriculum where relevant. The contractor is required to confirm appropriate curriculum references where relevant and item descriptors in consultation with ACARA’s curriculum specialist.

The online reports should include the following (non-exhaustive) list of features in consultation with ACARA.

* + - Australian Curriculum content strands
		- content description
		- general capabilities (related to content descriptions)
		- cognitive dimensions
		- item per cent correct
		- maximum item score
		- item type
		- student name
		- scored response per item (correct, not correct, not answered, not presented).

The report should be designed and provided to schools in Microsoft Excel.

When corresponding with schools to provide login details, the Contractor should also provide a helpdesk email and phone number for several weeks to ensure that schools are able to access the reports.

2.4.13 Public report

The Contractor will prepare a report describing students’ Civics and Citizenship literacy performance, general capability skills, and longitudinal trends in consultation with ACARA’s psychometricians and subject matter experts. This will require secondary analysis of the achievement and questionnaire scales and of background data and individual questions from the questionnaire.

As sampling is not included in this contract, weights and replicate weights will be provided to the Contractor for estimation of population statistics and their standard errors. The replicate weights will be based on Jackknife methodology and will consider the effect the sampling design has on the uncertainty in the population statistics. The use of plausible values for achievement scores will ensure unbiased estimation of population statistics and further improve the estimation of the standard errors by including a measurement error. Uncertainties in the population estimates will be reported as confidence intervals. The contractor is expected to coordinate with the sampling contractor to complete the drafting of relevant sections of the public report.

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

The Contractor is also expected to review and ensure that the current proficiency level descriptions appropriately reflect the performance of items in the NAP-CC 2027 cycle and refine them accordingly, if required.

The Contractor will be required to model the structure and content of the report on the latest NAP sample public reports and format the document using ACARA’s Microsoft Word template.

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

The Report will undergo a review cycle with ACARA’s executive and key external stakeholders and will be approved by the ACARA Board and noted by all of Australia’s education ministers in the form of the Education Ministers Meeting. The Contractor will help with collating feedback from various reviews and manage subsequent changes in consultation with ACARA.

The contractor is required to provide alternative text for all visual elements—including images, illustrations, graphs, logos, and screenshots—in the draft public report to ensure compliance with accessibility standards for online publications.

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

2.4.14 Technical report

The Contractor will prepare a comprehensive technical report that, with contributions regarding sampling provided by ACARA via its sampling contractor, documents technical details of the complete study for future reference by external stakeholders. The technical report will be critical to ensuring that those conducting future rounds of national civics and citizenship literacy assessments can replicate the analyses and statistics.

Additionally, decisions regarding the construction of the scale for 2027 that may have implications for scaling and equating in 2030 are to be documented. The technical report must include:

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

More details for each of these sections are provided in previous NAP Sample Technical Reports, located on the [Results and Reports](https://www.nap.edu.au/nap-sample-assessments/results-and-reports) page of the ACARA website. The same structure used in the latest technical reports will be discussed and approved by ACARA.

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

2.4.15 Fully documented database

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

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

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

2.4.16 Project close-out report

The Contractor must also provide a Project completion/evaluation report outlining in a template provided by ACARA, as a minimum, the following:

* + - an outline of successful components of the Project delivery;
		- an outline of any obstacles, incidents or issues encountered that affected the delivery or reputation of the Project, and any potential obstacles, incidents or issues that may affect the Project in subsequent years;
		- an outline of any areas requiring improvement where a variation may improve any future work.
		- acknowledgement of data deletion.
		- an outline of any areas requiring improvement where a variation may improve any future work. The Contractor will also conduct a half-day Project close-out meeting via videoconference for key members of ACARA’s executive and NAP sample Project team.

2.5 ACARA intellectual property

The Contractor will develop the following list of deliverables for which ACARA will retain intellectual property.

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

2.6 Secure deletion of data

The Contractor must delete data on Project completion as specified by ACARA. ACARA will require confirmation that data has been deleted as specified.

2.7 Policies, Standards and Guidelines

All deliverables and work completed by the Contractor must meet the following standards. The Contractor should seek guidance from ACARA if these guidelines do not clearly prescribe a course of action.

* + - ACARA Item Development Guidelines 2025
		- ACARA Language Style Guide 2021
		- ACARA Style Guide 2023
		- ACARA Data Standards Manual: Student Background Characteristics 2022
		- ACARA NAPLAN Online Accessibility Guidelines
		- ACARA. Terri Janke and Company & the Australian Curriculum, Assessment and Reporting Authority (ACARA), *Indigenous Cultural and Intellectual Property (ICIP) Protocol for the National Assessment Program (NAP),* ACARA, 2022.
		- Peters, P. (2007). Cambridge guide to English usage. Macquarie University.
		- [Web Content Accessibility Guidelines (WCAG) 2.0](https://www.w3.org/TR/WCAG20/) AA
		- Australian Standards for Document Management (AS ISO 15489)
		- Commonwealth Fraud Control Guidelines 2024

2.8 Timeframe

Indicative periods are provided below. A detailed timeline should be developed for each phase of the Project and may deviate from the timeline below by agreement between the parties during the Project implementation.

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Phases** | **Task Name**    | **Start**    | **End**    |
| **Project Initiation** | The Project Plan will be finalised during this period and will include:    | Oct-25 | Dec-25 |
|  |          - Detailed timeline (to be confirmed at each phase of the Project implementation)    |
|  |          - Communication Plan    |
|  |          - Risk Management Plan    |
|  |          - Security Plan    |
|  |          - Quality Assurance Plan    |
|  | Meet with ACARA's technology provider    |
| **Assessment Framework Revision** | Review Assessment Framework - consult with ACARA’s Curriculum Specialist, HASS.    | Oct-25 | Nov-25 |
|  | Scope and plan review of Assessment Framework.     |
|  | Draft revised Assessment Framework in consultation with ACARA’s Curriculum Specialist, HASS and Working Group    | Nov-25 | Feb-26 |
|  | Finalise Assessment Framework in consultation with ACARA’s Curriculum Specialist, HASS | Mar-26 | May-26 |
|  | Item development plan including review of trend item pool | Dec-25 | Jan-26 |
| **Assessment instrument development** | Item development phase (includes student questionnaire items) and item authoring in the ADS. Accommodate ACARA review in stages.    | Jan-26 | Jun-26 |
|  | Item review by WG members and finalization   | June-26 | Jul-26 |
|  | Practice questions/tutorial: review existing, develop new items if needed.    | Apr-26 | Jul-26 |
|  | Construction of field trial test forms    | Aug-26 | Aug-26 |
|  | Quality Assurance testing of field trial test forms    | Aug-26 | Sept-26 |
|  | Test forms, student questionnaire and practice tutorial signed off by ACARA    | Sept-26 | Sept-26 |
| **Field trial**  | ACARA prepare field trial and main study school samples    | Mar-26 | May-26 |
|  | ACARA provide lists of sampled FT schools      | Jun-26 | Jun-26 |
|  | Field trial preparation – contact school, conduct TRT and TA training     | Jul-26 | Sep-26 |
|  | ***Conduct field trial in 5 jurisdictions (2-week window)*** | Oct-26 | Nov-26 |
|  | Field trial- Marking operation (one week)   | Nov-26 | Nov-26 |
|  | Field trial- Psychometric Analysis (4 weeks) including preparing report for WG meeting | Dec-26 | Jan-27 |
|  | Present FT results at NAP-CC WG meeting    | Feb-27 | Feb-27 |
|  | Final main study item pool selected - approved by ACARA    | Feb-27 | Feb-27 |
| **Main study** | Marking Guide refinement for main study marking operation    | Dec-27 | Jan-27 |
|  | Contact main study schools (confirm school contacts, test date nomination, student lists etc. and conduct TRT and TA training)   | Feb-27 | Apr-27 |
|  | Construction of MS test forms | Feb-27 | Mar-27 |
|  | Quality Assurance testing of main study test forms    | Mar-27 | Apr-27 |
|  | Test forms, student questionnaire and practice tutorial signed off by ACARA    | Apr-27 | Apr-27 |
|  | Complete student sample selection    | Mar-27 | Apr-27 |
|  | Finalize test administration handbooks and related materials    | Mar-27 | Apr-27 |
|  | Student Background Data Collection  | Apr-27 | June-27 |
|  | ***Conduct main study (3-week window)***  | May-27 | May-27 |
|  | Marking operation (2 weeks)   | May-27 |  Jun-27 |
|  | Develop and provide School Summary Report to participating schools    | Jul-27 | Aug-27 |
|  | Main study psychometric analyses   | Jun-27 | Aug-27 |
|  | Review proficiency levels and descriptors | Aug-27 | Aug-27 |
| **Reporting** | Develop first draft public report, including analysis for reporting    | Jul-27 | Sep-27 |
|  | ACARA internal review of public report    | Oct-27 | Nov-27 |
|  | External stakeholder review of public report    | Nov-27 | Nov-27 |
|  | Public report final draft ready for DTP | Dec-27 | Feb-27 |
|  | Public report DTP and final release by ACARA | Feb-28 | April-28 |
|  | First draft technical report    | Oct-27 | Nov-27 |
|  | ACARA review draft technical report    | Nov-27 | Dec-27 |
|  | Final technical report ready for DTP | Jan-28 | Feb- 28 |
|  | Final technical report DTP and final release by ACARA | Feb-28 | April-28 |
|  | Fully documented database delivered with manuals   |  | April-28 |
|  | Close-out report and meeting    |  | April/ May 2028 |

**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;  |
| **Jurisdiction** | means an Australian State or Territory participating in NAP-CC 2027; |
| **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 CC 2027** | means the national assessment program sample assessment for Civics and Citizenship 2027; |
| **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 NAP-CC 2027 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 Schedule 4; |
| **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 NAP-CC 2027 (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 NAP-CC 2027 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 5.51.1 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 Program 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 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 Schedule 4.
	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 Schedule 4.
		1. 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 Schedule 4).

Schedule 2– licence by deed (no licence fee)

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

[Insert Date]

[Insert Name & Address]

**By email:** [insert email address]

Dear [insert name],

**Re: Copyright permission request**

**Copyright Material: [insert detailed description of material]**

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

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

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

**Signing the Deed:**

1) For companies incorporated under the Corporations Act 2001 (Cth), please arrange for the Deed to be signed by:

1. Two (2) directors of the company;
2. A director and a company secretary of the company; or
3. For a proprietary company that has a sole director who is also the sole company secretary, that director. In this case, please ensure that the director states next to their signature that they are the sole director and sole company secretary of the company.

2) For individuals: please arrange for the Deed to be signed in front of a witness, who must be eighteen years of age or older and not a party to the Deed. Where there are two individuals noted as parties to this Deed, both individuals must sign the Deed.

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

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

Yours sincerely,

[Insert Signature including phone number and email address]

**Licensing Deed**

**ATTENTION:[Insert name of Permission/Licensing Manager]**

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

This Deed is made between and binds the following parties:

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

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

1. **Copyright Material:**

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

1. **Grant of Licence:**

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

1. adapt, edit or modify;
2. communicate to the public on any Platform, such as by uploading the Copyright Material to a public Platform or emailing the Copyright Material;
3. distribute;
4. perform, cause to be seen or heard in public;
5. make a cinematograph film of;
6. publish (making the Copyright Material public for the first time);
7. reproduce or copy (such as by making photocopies);
8. sub-license; and
9. otherwise use,

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

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

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

1. ACARA communicating the Copyright Material to the public on one of ACARA’s public Platforms, including for the purposes of use in the online demonstration tests or school release materials;
2. conducting research relating to either or both of the NAP and the Australian Curriculum; and
3. supporting the advancement of student learning outcomes and teacher professional development by enabling Education Bodies to include the Copyright Material in student and teacher Support Materials, including in school classroom testing.
4. **For the purpose of this Deed:**
5. **Australian Curriculum** means all information published by ACARA on its website <http://www.australiancurriculum.edu.au> as updated or revised from time to time or any later website used by ACARA to publish the approved national curriculum;
6. **Education Bodies** means education bodies including the Commonwealth, State and Territory Departments of Education, State and Territory education authorities, universities and other education bodies, including (without limitation) the Australian Institute for Teaching and School Leadership, Education Services Australia Limited, schools (government and non-government), and non-government school authorities;
7. **NAP** means the National Assessment Program - Literacy and Numeracy (NAPLAN), and the three-yearly sample assessments in science literacy, civics and citizenship, and information and communication technology (ICT) literacy;
8. **Support Materials** means materials made available in different formats, including (without limitation) hard copy, on disk, and digital as downloaded from the Platforms of the Education Bodies; and
9. **Platforms** means any service or medium used for electronic communication including (without limitation) both password protected and publicly accessible websites, email, social media, mobile telephony, IPTV, multimedia programs and apps, now known or developed in the future. For the avoidance of doubt, ACARA will only publish in PDF format to restrict the ability of the Copyright Material being downloaded separately from the test materials in which they are included.
10. **Licence Fee: Nil**
11. **Acknowledgement:**

ACARA agrees to provide the following acknowledgement:

|  |
| --- |
| Please insert the exact wording you require for acknowledging the source  |

1. **Moral Rights Consent:**
2. If the Licensor is an individual, ACARA acknowledges that the Licensor may have Moral Rights in the Copyright Material. To the fullest extent permitted by law, the Licensor voluntarily, irrevocably and unconditionally consents to the performance of the Permitted Acts by ACARA, its licensees and successors which would otherwise infringe the Licensor's Moral Rights in respect of the Copyright Material, and waives the Licensor's Moral Rights.
3. If the Licensor is an organisation or company, ACARA acknowledges that Moral Rights may subsist in the Copyright Material. To the fullest extent permitted by law, the Licensor will (and will procure that the author of the Copyright Material will) voluntarily, irrevocably and unconditionally consent to the performance of the Permitted Acts by ACARA, its licensees, and successors which would otherwise infringe the Moral Rights in respect of the Copyright Material, and waive any Moral Rights in respect of the Copyright Material.
4. Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968 (Cth) as amended from time to time, and any similar rights capable of protection under the laws of any other jurisdiction.
5. The Permitted Acts are any and all of the acts referred to in clause 2(a) – (m), including (without limitation) the following classes or types of acts or omissions:
6. using, reproducing, publishing, communicating, adapting, exhibiting all or any part of the Copyright Material;
7. supplementing the Copyright Material with any other material;
8. using the Copyright Material in a different context to that originally envisaged;
9. use of the Copyright Material for advertising or promotional purposes of any kind;
10. incorporating the Copyright Material into a Platform, other assessments, or as part of a professional development program;
11. use of the Copyright Material in tests and test items;
12. editing, contextualising, summarizing or truncating the Copyright Material for use in tests and test items or reference to editing of the Copyright Material;
13. associating an item of Copyright Material with similar or different items of Copyright Material;
14. use by Education Bodies such as including the Copyright Material in workshop presentations, posters and other teacher development materials; and
15. publication of Copyright Material in tests online on Platforms by ACARA and the Education Bodies,

but does not include false attribution of authorship.

Executed as a Deed:

**Date**: (insert date)

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED and DELIVERED for and on behalf of the **Australian Curriculum, Assessment and Reporting Authority** by:General Manager, Assessment and Reporting | ))) | *Signature*  |
| In the presence of:Name of witness |  | *Signature of witness* |
|  |  |  |
|  |  |  |

**If Licensor is a company**:

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED and DELIVERED for and on behalf of the **Licensor** by:Name of signatory | ))) | *Signature*  |
| Director/Secretary |  |  |
| In the presence of:Name of witness |  | *Signature of witness* |

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED and DELIVERED for and on behalf of the **Licensor** by:Name of signatory | ))) | *Signature*  |
| Director/Secretary |  |  |
| In the presence of:Name of witness |  | *Signature of witness* |

**If Licensor is an individual:**

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED and DELIVERED by:Name of signatory | ))) | *Signature*  |
| In the presence of:Name of witness |  | *Signature of witness* |

schedule 3 – licensing letter (to be used when paying a fee)

|  |
| --- |
| **Notes:** 1. This letter is **not** to be used for ACARA staff that provide materials (covered under employment contract) or for employees of ACARA’s contractors (covered by terms of agreement between ACARA and the contractor).
2. This letter is **only** to be used where the contractor pays the third-party copyright owner a fee.
 |

[Insert Date]

[Insert Name & Address]

**By email:** [insert email address]

Dear [insert name],

**Re: Copyright permission request**

**Copyright Material: [insert detailed description of material]**

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

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

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

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

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

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

Yours sincerely,

[Insert Signature including phone number and email address]

**COPYRIGHT PERMISSION FORM**

**ATTENTION:[Insert name of Permission/Licensing Manager]**

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

1. **Copyright Material:**

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

1. **Grant of Licence:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (**Licensor**)

(*Name of Organisation / Company / Individual – Copyright Owner*)

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

1. adapt, edit or modify;
2. communicate to the public on any Platform, such as by uploading the Copyright Material to a public Platform or emailing the Copyright Material;
3. distribute;
4. perform, cause to be seen or heard in public;
5. make a cinematograph film of;
6. publish (making the Copyright Material public for the first time);
7. reproduce or copy (such as by making photocopies);
8. sub-license; and
9. otherwise use,

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

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

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3. supporting the advancement of student learning outcomes and teacher professional development by enabling Education Bodies to include the Copyright Material in student and teacher Support Materials, including in school classroom testing.
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7. **NAP** means the National Assessment Program - Literacy and Numeracy (NAPLAN), and the three-yearly sample assessments in science literacy, civics and citizenship, and information and communication technology (ICT) literacy;
8. **Support Materials** means materials made available in different formats, including (without limitation) hard copy, on disk, and digital as downloaded from the Platforms of the Education Bodies; and
9. **Platforms** means any service or medium used for electronic communication including (without limitation) both password protected and publicly accessible websites, email, social media, mobile telephony, IPTV, multimedia programs and apps, now known or developed in the future. For the avoidance of doubt, ACARA will only publish in PDF format to restrict the ability of the Copyright Material being downloaded separately from the test materials in which they are included.
10. **Licence Fee:** *(please note that the use of the items will be for educational purposes)*

**[ ]  AUD $[50]***\**

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

1. **Acknowledgement:**

ACARA agrees to provide the following acknowledgement:

|  |
| --- |
| Please insert the exact wording you require for acknowledging the source  |

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3. If the Licensor is an organisation or company, ACARA acknowledges that Moral Rights may subsist in the Copyright Material. To the fullest extent permitted by law, the Licensor will (and will procure that the author of the Copyright Material will) voluntarily, irrevocably and unconditionally consent to the performance of the Permitted Acts by ACARA, its licensees, and successors which would otherwise infringe the Moral Rights in respect of the Copyright Material, and waive any Moral Rights in respect of the Copyright Material.
4. Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968 (Cth) as amended from time to time, and any similar rights capable of protection under the laws of any other jurisdiction.
5. The Permitted Acts are any and all of the acts referred to in clause 2(a) – (m), including (without limitation) the following classes or types of acts or omissions:
6. using, reproducing, publishing, communicating, adapting, exhibiting all or any part of the Copyright Material;
7. supplementing the Copyright Material with any other material;
8. using the Copyright Material in a different context to that originally envisaged;
9. use of the Copyright Material for advertising or promotional purposes of any kind;
10. incorporating the Copyright Material into a Platform, other assessments, or as part of a professional development program;
11. use of the Copyright Material in tests and test items;
12. editing, contextualising, summarizing or truncating the Copyright Material for use in tests and test items or reference to editing of the Copyright Material;
13. associating an item of Copyright Material with similar or different items of Copyright Material;
14. use by Education Bodies such as including the Copyright Material in workshop presentations, posters and other teacher development materials; and
15. publication of Copyright Material in tests online on Platforms by ACARA and the Education Bodies,

but does not include false attribution of authorship.

Signed on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*company/organisation name*)

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*name of person authorised to sign*)

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

Schedule 4 – Jurisdiction Privacy and other requirements

|  |  |  |
| --- | --- | --- |
| **Issue** | **Jurisdiction** | **Requirement** |
| Privacy Provisions (cl 1.1)) | 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 a applies or VCAA notifies ACARA that the Contractor has engaged in conduct referred to in item a, ACARA must immediately withdraw access to student Personal Information for the Contractor.
 |

1. ***\*\* NAP Opt-in*** *is an optional assessment in the domains tested through the* [*NAP Sample assessments*](https://www.nap.edu.au/nap-sample-assessments) *Year 6 and Year 10 students and is available as NAP Opt-in assessments for any school or system that chooses to participate. These assessments are done at the same time of the year as the NAP Sample assessments. The NAP Opt-in assessments are derived from the NAP Sample program and uses subsets of test items from the NAP Sample main study test and remain active for 3 years until the next main study is conducted.* [↑](#footnote-ref-2)