



**PART A – SAMPLE CONTRACT AND
SPECIFICATIONS**

CONTRACT IN RELATION TO THE NATIONAL ASSESSMENT PROGRAM —
LITERACY AND NUMERACY 2012

This document should be read in conjunction with
**PART B – REQUEST FOR TENDER (INCLUDING TENDER RESPONSE
SCHEDULES)**

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SAMPLE CONTRACT

PLEASE NOTE THAT THE FOLLOWING SAMPLE CONTRACT IS INDICATIVE ONLY OF THE FINAL CONTRACT . ORGANISATIONS REGISTERING WITH ACARA THEIR INTENTION TO SUBMIT A PROPOSAL FOR THIS REQUEST FOR TENDER WILL RECEIVE AN UPDATED VERSION OF THE FINAL CONTRACT.

Date

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

Parties

This Contract is made between and binds the following parties:

1. **Australian Curriculum, Assessment and Reporting Authority** ABN 54 735 928 084
Level 10, 255 Pitt Street, Sydney NSW 2000 (ACARA)
2. ^Party 2 Name^ ^Party 2 ABN and ACN/ARBN if applicable^
^Party 2 Address^ (the Contractor)

Context

This Contract is made in the following context:

- A. ACARA requires the provision of certain consultancy services in support of its conduct of the 2012 National Assessment Program – Literacy and Numeracy (the Project).
- B. The Contractor has fully informed itself about the requirement and has submitted the proposal referred to of the Schedule.
- C. The parties have agreed that the Contractor will perform the Services for ACARA on the terms and conditions set out in this contract.

Operative Provisions

1. Interpretation

1.1. Definitions

- 1.1.1. In this contract, unless the context indicates otherwise:

ACARA	includes any successor entity to ACARA which is from time to time responsible for administering this contract;
Attachment	means a document attached to the contract or incorporated by reference in the Schedule, and includes the Attachment as amended or replaced from time to time by agreement in writing between the parties;
Business Day (in a place)	means a weekday other than a public holiday in the place specified or, if no place is specified, in the State or Territory specified
Commencement Date	means the date on which this contract is made, unless otherwise specified
ACARA Material	means any Material: <ul style="list-style-type: none"> a. provided by ACARA to the Contractor for the purposes of this contract; or b. derived at any time from the Material referred to in paragraph a;
Confidential Information (of the Contractor)	means information that is by its nature confidential and is described
Contract Material	means any Material (including Existing Material and Third Party Material): <ul style="list-style-type: none"> a. created for the purposes of this contract; c. provided or required to be provided to ACARA as part of the Services; or d. derived at any time from the Material referred to in paragraphs a or b;
Existing Material	means any Material in existence at the Commencement Date and specified
GST	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
Instalment	means the fee payable under clause 3.1.1.a and in relation to a specified part or the whole of the Services;
Intellectual Property	includes: <ul style="list-style-type: none"> b. all copyright (including rights in relation to phonograms and broadcasts); e. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and f. all other rights resulting from intellectual activity in

	the industrial, scientific, literary or artistic fields,
	but does not include:
	g. Moral Rights;
	h. the non-proprietary rights of performers; or
	i. rights in relation to Confidential Information;
Material	means any thing in relation to which Intellectual Property rights arise;
MCEECDYA	means the Ministerial Council for Education, Early Childhood Development and Youth Affairs (formerly Ministerial Council on Education, Employment, Training and Youth Affairs (MCEETYA) comprised of State, Territory, Australian Government and New Zealand Ministers with responsibility for the portfolios of school education, early childhood development and youth affairs and includes any successor or replacement body with the same or similar functions;
Moral Rights	means the following non-proprietary rights of authors of copyright Material: <ul style="list-style-type: none"> c. the right of attribution of authorship; j. the right of integrity of authorship; and k. the right not to have authorship falsely attributed;
Official Information	means any information developed, received or collected by or on behalf of ACARA to which the Contractor gains access under or in connection with this contract, and includes the Contract Material and the terms of the contract;
Personnel	means: <ul style="list-style-type: none"> d. in relation to the Contractor - any natural person who is an officer, employee, agent or professional advisor of the Contractor or of its subcontractors; and l. in relation to ACARA - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of ACARA.
Project Manager	means the person specified (by name or position) in Item 0 or any substitute notified to the Contractor;
Schedule	means the schedule to this contract entitled 'Contract Details', and includes the Schedule as amended or replaced from time to time by agreement in writing between the parties;

Services	means the services described and includes the provision to ACARA of the Material specified; and
Specified Personnel	means the Personnel specified as required to perform all or part of the work constituting the Services; and
Third Party Material	means any Material in which the Intellectual Property rights are owned by third parties.

1.2. Interpretation

1.2.1. In this contract, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedule;
- i. the Schedule and any Attachments form part of this contract;
- j. if any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails; and
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Guidance on construction of contract

1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.

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

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- 1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.
- 1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Commencement

- 1.4.1. The terms of this contract apply on and from the Commencement Date.

2. Provision of Services

2.1. Principal obligations of Contractor

- 2.1.1. The Contractor agrees to:
- a. perform the Services as specified
 - b. provide to ACARA the Material specified
 - c. adopt relevant best practice, including any ACARA, Commonwealth or industry standards and guidelines
 - d. comply with the time frame for the performance of the Services
 - e. submit invoices, and any required supporting documents, in the manner specified
- 2.1.2. The Contractor agrees to keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by ACARA under this contract to be determined.

2.2. Liaison with Project Manager

- 2.2.1. The Contractor agrees:
- a. to liaise with the Project Manager and other officers of ACARA as reasonably required and necessary to facilitate the successful implementation and completion of the Project;
 - b. to comply with directions of the Project Manager that are consistent with this contract; and
 - c. to report to the Project Manager on the basis agreed between ACARA and the Contractor in the Project Plan.

2.3. Subcontractors

- 2.3.1. The Contractor agrees not to subcontract the performance of any part of the Services without ACARA's prior written approval.

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- 2.3.2. ACARA may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.
 - 2.3.3. ACARA has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified
 - 2.3.4. The Contractor agrees to make available to ACARA (if requested), details of all subcontractors engaged in the performance of the Services.
 - 2.3.5. The Contractor acknowledges, and must inform all subcontractors that, ACARA may publicly disclose the names of any subcontractors engaged in the performance of the Services.

2.4. Specified Personnel

- 2.4.1. The Contractor agrees that the Specified Personnel will perform work in relation to the Services in accordance with this contract.
- 2.4.2. If Specified Personnel are unable to perform the work as required under clause 2.4.1, the Contractor agrees to notify ACARA immediately.
- 2.4.3. The Contractor agrees, at the request of ACARA acting in its absolute discretion, to remove Personnel (including Specified Personnel) from work in relation to the Services.
- 2.4.4. If clause 2.4.2 or clause 2.4.3 applies, the Contractor will provide replacement Personnel acceptable to ACARA at no additional cost and at the earliest opportunity.

2.5. Responsibility of Contractor

- 2.5.1. The Contractor is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any:
 - a. involvement by ACARA in the performance of the Services;
 - b. subcontracting of the Services;
 - c. acceptance by ACARA of Specified Personnel; or
 - d. payment made to the Contractor on account of the Services.

3. Fees, allowances and assistance

3.1. Principal obligations of ACARA

- 3.1.1. ACARA agrees to:
 - a. pay the fees in the Instalments specified

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- b. pay the allowances and meet the costs specified
 - c. make all payments as and when specified and
 - d. provide facilities and assistance as specified

3.2. ACARA's rights to defer payment

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

3.3. Taxes, duties and government charges

- 3.3.1. Except as provided by this clause 3.3, the Contractor agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.
- 3.3.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.
- 3.3.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. Superannuation

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

4. Intellectual Property

4.1. Use of ACARA Material

- 4.1.1. ACARA agrees to provide Material to the Contractor as specified
- 4.1.2. ACARA grants (or will procure) a royalty-free, non-exclusive licence for the Contractor to use, reproduce and adapt the ACARA Material for the purposes of this contract.
- 4.1.3. The Contractor agrees to use the ACARA Material strictly in accordance with any conditions or restrictions set out and any direction from ACARA.

4.2. Rights in Contract Material

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

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

- a. any ACARA Material;
- b. any Existing Material; or
- c. any Third Party Material,

that is incorporated into the Contract Material.

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

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

4.2.5. The Contractor agrees, and will arrange for any third party, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 4.2 on request by ACARA.

4.2.6. The Contractor represents and warrants that:

- a. it is entitled; or
- b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 4.2.

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

4.3. Intellectual Property Register

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

- a. a description of the Contract Material (including a description of any Existing Material or Third Party Material incorporated in the Contract

Material and details of where and how that the Material has been incorporated into the Contract Material);

- b. the authors of the Contract Material, and, in respect of any Existing Material or Third Party Material, the owners of that Material; and
- c. in respect of any Third Party Material incorporated in the Contract Material, the date and terms of any licence in respect of the Third Party Material.

4.3.2. The Contractor must ensure the IP Register is complete and up to date throughout the term of the contract and must provide ACARA with a copy of the IP Register upon request during the term of the contract and on termination or expiry of the contract.

4.4. Moral Rights

4.4.1. In this clause 4.1:

Permitted Acts means any of the following classes or types of acts or omissions:

- e. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
- f. supplementing the Contract Material with any other Material;
- g. using the Contract Material in a different context to that originally envisaged; and
- h. the acts or omissions, specifically set out

but does not include false attribution of authorship.

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

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

4.4.3. Where clause 4.4.2 does not apply, the Contractor agrees:

- a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by ACARA or any person claiming under or through ACARA (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to ACARA; and

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- b. to ensure that each author's attention is drawn to ACARA's general policies and practices regarding Moral Rights as described.

4.4.4. This clause 4.1 does not apply to any ACARA Material incorporated in the Contract Material.

5. Confidentiality of Official Information and other security obligations

5.1. Interpretation

5.1.1. In this clause 5:

Official Resources	includes: <ul style="list-style-type: none">- Official Information;- people who work for or with ACARA; and- assets belonging to (even if in the possession of contracted providers) or in the possession of ACARA;
Security Classified Resources	means Official Resources that, if compromised, could have adverse consequences for ACARA; and
Security Incident	means a security breach, violation, contact or approach from those seeking unauthorised access to or disclosure of Official Resources.

5.2. Confidentiality of Official Information

5.2.1. The Contractor will not, without prior written authorisation of ACARA, disclose any Official Information to any person (unless required to do so by law).

5.2.2. The Contractor is authorised, subject to clause 5.3.1.a to 5.3.1.c, to provide Official Information to those Personnel and subcontractors who require access for the purposes of this contract.

5.2.3. The Contractor agrees, on request by ACARA at any time, to arrange for the Personnel and subcontractors referred to in clause 5.2.2 to give a written undertaking in a form acceptable to ACARA relating to the use and non-disclosure of Official Information.

5.2.4. The Contractor agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

5.3. Other security obligations of Contractor

5.3.1. The Contractor agrees:

- a. to ensure that all Personnel that require access to Security Classified Resources have obtained the appropriate security clearance;
- b. to make its Personnel available to attend any security training provided by ACARA;
- c. to notify ACARA of any change in the personal circumstances of Personnel referred to in 5.3.1.a;
- d. to notify ACARA immediately if it becomes aware that a Security Incident has occurred and otherwise implement ACARA's procedures for Security Incident reporting as advised by ACARA from time to time;
- e. not to perform the Services outside Australia without ACARA's prior written approval; and
- f. to comply with the additional security requirements specified if any, and any variations or additions to those requirements as notified by ACARA from time to time.

5.3.2. The Contractor agrees to implement security procedures to ensure that it meets its obligations under this clause 5 and will provide details of these procedures to ACARA on request.

6. Privacy

6.1. Interpretation

6.1.1. In this clause 6:

Information has the same meaning as it has in the *Privacy Act 1988*
Privacy (Cth).
Principle

6.2. Obligations of Contractor in relation to privacy

6.2.1. The Contractor agrees, in providing the Services:

- a. not to do any act or engage in any practice which, if done or engaged in by ACARA, would be a breach of an Information Privacy Principle; and
- b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out to the extent that they are consistent with the Information Privacy Principles.

6.2.2. The Contractor agrees to notify ACARA immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 6.

Note: For information about the *Privacy Act 1988 (Cth)* see the fact sheet referred to

7. Dealing with Copies

7.1. Interpretation

7.1.1. In clause 7.2:

Copy means any document, device, article or medium in which ACARA Material, Contract Material, or Official Information is embodied.

7.2. Actions at end of contract

7.2.1. The Contractor agrees, on expiration or termination of this contract, to deal with all Copies as directed by ACARA, subject to any requirement of law binding on the Contractor.

8. Confidential Information of Contractor

8.1. Confidential Information not to be disclosed

8.1.1. Subject to clause 8.2, ACARA will not, without the prior written authorisation of the Contractor, disclose any Confidential Information of the Contractor to a third party.

8.2. Exceptions to obligations

8.2.1. The obligations of ACARA under this clause 8 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by ACARA to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this contract;
- b. is disclosed by ACARA to its internal management Personnel, solely to enable effective management or auditing of contract-related activities;
- c. is disclosed by ACARA to the responsible Minister;
- d. is disclosed by ACARA in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e. is shared by ACARA within ACARA's organisation, or with another agency including MCEECDYA, where this serves the ACARA's legitimate interests;
- f. is authorised or required by law to be disclosed; or
- g. is in the public domain otherwise than due to a breach of this clause 8.

8.2.2. Where ACARA discloses Confidential Information to another person pursuant to clauses 8.2.1.a - 8.2.1.e, ACARA will notify the receiving person that the information is confidential.

8.2.3. In the circumstances referred to in clauses 8.2.1.a, 8.2.1.b and 8.2.1.e, ACARA agrees not to provide the information unless the receiving person agrees to keep the information confidential.

8.3. Period of confidentiality

8.3.1. The obligations under this clause 8 in relation to an item of information described continue for the period set out there in respect of that item.

9. Liability

9.1. Proportionate liability regimes excluded

9.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Contractor under or in connection with this contract.

9.2. Indemnity

9.2.1. The Contractor indemnifies ACARA from and against any:

- a. cost or liability incurred by ACARA;
- b. loss of or damage to property of ACARA; or
- c. loss or expense incurred by ACARA in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by ACARA, arising from either:
 - d. a breach by the Contractor of this contract;
 - e. an infringement or alleged infringement of a person's Intellectual Property or Moral Rights as a result of any use by ACARA or a third party of the Contract Material in accordance with this contract; or
 - f. an act or omission involving fault on the part of the Contractor or its Personnel in connection with this contract.

9.2.2. The Contractor's liability to indemnify ACARA under clause 9.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of ACARA or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

9.2.3. The right of ACARA to be indemnified under this clause 9.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but ACARA is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

10. Dispute resolution

10.1. Procedure for dispute resolution

- 10.1.1. A party will not commence arbitration or court proceedings about a dispute, difference, question or claim arising out of this contract (Dispute) unless it has complied with this clause 10.
- 10.1.2. A party claiming a Dispute has arisen will notify the other party giving details of the Dispute (Notification).
- 10.1.3. On receipt of a Notification each party agrees to negotiate with the other party in good faith to resolve such a Dispute.
- 10.1.4. If the Dispute is not resolved under clause 10.1.3 within 5 business days of the Notification, the parties will refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited (ACDC) for resolution in accordance with the Mediation Guidelines of the ACDC and will enter into ACDC's standard mediation agreement in force at the time this contract is executed by the parties, or such other mediation as is agreed by the parties. The costs of any mediation are to be borne equally between the parties. Each party will bear its own costs of complying with this clause 10.
- 10.1.5. If the Dispute is not resolved under clause 10.1.4 within 10 days of referral to ACDC, either party may initiate proceedings in a court.

10.2. Continued performance

- 10.2.1. Despite the existence of a Dispute, the Contractor will (unless requested in writing by ACARA not to do so) continue to perform the Services.

10.3. Exemption

- 10.3.1. This clause 10 does not apply to:
- a. action by ACARA under or purportedly under clause 11.1;
 - b. action by either party under or purportedly under clause 11.2; or
 - c. legal proceedings by either party seeking urgent interlocutory relief.

11. Termination or reduction in scope of Services

11.1. Termination for convenience

- 11.1.1. ACARA may by notice, at any time and in its absolute discretion, terminate this contract or reduce the scope of the Services immediately.
- 11.1.2. The Contractor agrees, on receipt of a notice of termination or reduction:

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- a. to stop or reduce work as specified in the notice;
 - b. to take all available steps to minimise loss resulting from that termination or reduction; and
 - c. to continue work on any part of the Services not affected by the notice.
- 11.1.3. In the event of termination under clause 11.1.1, ACARA will be liable only:
- a. to pay any Instalment relating to Services completed before the effective date of termination;
 - b. to reimburse any expenses the Contractor unavoidably incurs relating entirely to Services not covered under clause 11.1.3.a;
 - c. to pay any allowance and meet any costs unavoidably incurred before the effective date of termination; and
 - d. to provide the facilities and assistance necessarily required before the effective date of termination.
- 11.1.4. ACARA will not be liable to pay amounts under clause 11.1.3.a and 11.1.3.b which would, added to any fees already paid to the Contractor under this contract, together exceed the fees set out
- 11.1.5. In the event of a reduction in the scope of the Services under clause 11.1.1, ACARA's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.
- 11.1.6. The Contractor will not be entitled to compensation for loss of prospective profits.
- 11.2. Termination for fault**
- 11.2.1. If a party fails to satisfy any of its obligations under this contract, then the other party - *if it considers that the failure is:*
- a. *not capable of remedy* - may, by notice, terminate the contract immediately; or
 - b. *capable of remedy* - may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the contract immediately by giving a second notice.
- 11.2.2. ACARA may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Contractor:
- a. *being a corporation* - comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*,

or has an order made against it for the purpose of placing it under external administration; or

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

12. Notices

12.1. Format, addressing and delivery

12.1.1. A notice under this contract is only effective if it is in writing, and dealt with as follows:

- a. *if given by the Contractor to ACARA* - addressed to the Project Manager at the address specified or as otherwise notified by ACARA; or
- b. *if given by ACARA to the Contractor* - given by the Project Manager (or any superior officer to the Project Manager) and addressed (and marked for attention) as specified or as otherwise notified by the Contractor.

12.1.2. A notice is to be:

- a. signed by the person giving the notice and delivered by hand; or
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

12.2. When effective

12.2.1. A notice is deemed to be effected:

- a. *if delivered by hand* - upon delivery to the relevant address;
- b. *if sent by post* - upon delivery to the relevant address;
- c. *if transmitted electronically* - upon actual receipt by the addressee.

12.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

13. General provisions

13.1. Occupational health and safety

13.1.1. The Contractor agrees, in carrying out this contract, to comply with:

- a. all relevant legislation, codes of practice and national standards relating to occupational health and safety; and

all applicable policies and procedures relating to occupational health and safety including those that apply to ACARA's premises when using those premises.

- 13.1.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 13.1.1, the Contractor will comply with those policies and procedures that produce the highest level of health and safety.

13.2. Audit and access

- 13.2.1. The Contractor agrees:

- a. to give the Project Manager, or any persons authorised in writing by the Project Manager, access to premises where the Services are being performed or where Official Resources are located; and
- b. to permit those persons to inspect and take copies of any Material relevant to the Services.

- 13.2.2. The rights referred to in clause 13.2.1. are subject to:

- a. ACARA providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

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

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

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

13.3. Insurance

- 13.3.1. The Contractor agrees:

- a. to effect and maintain the insurance specified and
- b. on request, to provide proof of insurance acceptable to ACARA.

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

13.4. Extension of provisions to subcontractors and Personnel

13.4.1. In this clause 13.4:

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

13.4.2. The Contractor agrees to ensure that:

- a. its subcontractors and Personnel comply with all relevant Requirements; and
- b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.

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

13.5. Conflict of interest

13.5.1. In this clause 13.5:

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

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

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

- a. to notify ACARA immediately;
- b. to make full disclosure of all relevant information relating to the Conflict; and
- c. to take any steps ACARA reasonably requires to resolve or otherwise deal with the Conflict.

13.6. Relationship of parties

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

13.6.2. The Contractor agrees:

-
- a. not to misrepresent its relationship with ACARA; and
 - b. not to engage in any misleading or deceptive conduct in relation to the Services.

13.7. Waiver

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

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

13.8. Variation

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

13.9. Assignment

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

13.10. Survival

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

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

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

13.11. Compliance with Legislation

13.11.1. In this clause 13.11:

Legislation means a provision of a statute or subordinate legislation

of the Commonwealth, or of a State, Territory or local authority.

- 13.11.2. The Contractor agrees to comply with any Legislation applicable to its performance of this contract.
- 13.11.3. The Contractor acknowledges that its attention has been drawn to the fact sheet referred to which provides details of some Legislation that may be applicable to the performance of the contract.

13.12. Applicable law

- 13.12.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified
- 13.12.2. The parties submit to the jurisdiction of the courts of that State or Territory.

SCHEDULE 1 SPECIFICATIONS

BACKGROUND

The Australian Curriculum, assessment and reporting Authority (ACARA) is responsible for the development of rigorous, world class Australian curriculum from Kindergarten to Year 12.

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

The National Assessment Program – Literacy and Numeracy (NAPLAN) commenced in 2008 in Australian schools. All students in Years 3, 5, 7 and 9 are assessed annually, on the same days, using national tests in Reading, Writing, Language Conventions (Spelling, Grammar and Punctuation) and Numeracy. Test Administration Authorities (TAAs) are responsible for the implementation and administration of the NAPLAN tests in their jurisdiction.

National Assessment Program — Literacy and Numeracy (NAPLAN)

Performance of students in NAPLAN is reported on the NAPLAN scale for each domain, enabling comparison of results across Years 3, 5, 7 and 9. The NAPLAN scales also allow for the longitudinal tracking of performance by students, schools and systems.

NAPLAN scales are constructed during the Central Analysis of Data and are based on the results collected from the representative sample of Australian students. This sample is referred to as the National Calibration sample. Equating studies are conducted using a sample of students, the Equating sample, who are not already selected in the National Calibration sample.

Information about the performance of the 2012 NAPLAN cohort of students is released to the public in the NAPLAN annual Summary Report, the National Report and on the My School website. Test Administration Authorities also publish individual students' reports for parents.

PURPOSE

The purpose of this project is to develop high quality test items for the construction of the four domains of the 2012 NAPLAN Tests. The project also includes the construction of trial test papers, analysis of the trial data and construction of the final test papers.

Separate tenders are offered for each of the domains.

These domains are:

Reading

Writing

Language Conventions

Numeracy.

The successful tenderer/s will be required to submit all items using the online item collection system provided by ACARA. The system will contain fields for the electronic entry of items (in PDF, JPEG or Word image format) and the related meta-data. All meta-data fields must be completed in order to comply with the item specifications. The template for item submission will be provided to the successful tenderer/s. The design of items must comply with the requirements of the NAPLAN Style Guide (a copy of which will be provided to the successful tenderer/s). Items provided to ACARA in this format will then be in a format suitable for later incorporation into trial test forms.

The item development phase will include opportunities for ACARA assessment officers and other stakeholders to review the items to provide feedback for item refinement. The successful tender/s will be then required to construct trial test forms consistent with ACARA's specifications and any instructions provided by ACARA after completion of the relevant review processes. The trial test forms will be rendered by the contractor/s in a suitable form for use in schools but do not need to be in a format suitable for machine scoring and data capture. A separate tender will be offered for the administration of trialling and marking. The analysis of the trial data will be undertaken independently.

After trialling and analysis has been completed, the items and trial data will be returned to the item development contractor/s, who will then have responsibility for the construction of the final test forms based on the findings of the data analysis and commentary/advice provided by ACARA. All phases of the item-development, trial and test construction process will be monitored by ACARA assessment officers for quality, risk and timeliness. Once the proposed final forms for of the 2012 test papers have been finalised through review and audit phases, ACARA will be responsible for the desk top publishing of those tests. The successful tender/s will not be required to desk top publish the final forms for the 2012 tests once they have been approved.

(A chart mapping the process for item development and test construction is attached as Appendix E.)

Role of the Contractor

The Contractor is expected to work in close collaboration with ACARA's Project Manager at all stages of the project to ensure that ACARA's assessment specifications, protocols, project deliverables and timelines are met. The Contractor's project director will report to ACARA's Project Manager on the basis agreed between ACARA and the Contractor in the project plan.

PROJECT TIMELINE

For **Reading, Language Conventions** and **Numeracy** the successful Contractor/s will be required to submit items in three separate batches. Each batch must be representative of the final test composition, and contain a balance of item sub-strands, item types and difficulty across each of the four year levels. For **Writing**, Batch 1 will be the provision of proposed topics and graphics, and the further two batches will be the submission of proposed prompts for review, feedback and revision.

The successful contractor/s must meet the following timelines for the provision of items for **Reading, Language Conventions** and **Numeracy**:

Activity	Due date	% of items	Additional information
Initial ACARA/Contractor meeting	c. 1 March 2011		Meet with ACARA assessment officers to: <ul style="list-style-type: none"> clarify specifications and contract deliverables confirm timelines for deliverables receive electronic item submission information.
Provision of Batch 1	4 April	25%	25% of items to be submitted electronically, with all fields completed; items presented on this date must be representative of the final item sets to enable ACARA assessment officers the opportunity to review the quality and appropriateness of the materials and provide feedback to inform further item development for Batches 2 and 3. Items will be approved (1) without change (2) approved pending amendment and resubmission, or (3) not approved. Materials that are not approved must be replaced and the replacements resubmitted for review. ACARA will provide regular feedback during the delivery and review stages of all batches.
Batch 1 review	5 to 8 April		In addition to the ACARA assessment officers, members of the National Working Party Advisory Group (NTWG)* will review items on-line and provide feedback based

			on predetermined guidelines.
Batch 1 formal feedback	13 April		ACARA provides feedback summary at face- to- face meeting/s with contractor/s Any materials that are not approved at this time must be replaced and resubmitted for further review to maintain the numbers available for trial.
Provision of Batch 2	6 May	50%	A further 50% of items in an item matrix across all domains (plus replacement items from first review)
Batch 2 review	9 to 13 May		Internal ACARA audit and on-line NTWG audit using pre-determined guidelines.
Provision of Batch 3	23 May	25%	The final 25% of items in an item matrix across all domains (plus replacement items from second review). Any materials that are not approved at this review must be replaced to maintain the numbers available for trial.
Batch 3 feedback	20 to 27 May		Internal ACARA audit and on-line NTWG audit of all outstanding materials and proposed trial test forms
Final feedback to contractor/s	30 May		Final audit against test compliance documents
Completion of item development and trial forms in print ready format / hand over for trial.	14 June	100%	Trial forms provided to ACARA in print ready format. Forms must be of an appropriate standard for printing and use as trial papers, but do not need to meet specifications for automated scanning and data capture.
Return of trial data to contractor	29 August to 10 Sept		Data from trial returned to contractor after ACARA analysis.
Test construction period	26 Sept to 14 Oct		Analysis of data by Contractor/s, consultation with ACARA assessment officers and construction of draft test papers
Review period	24 Oct to 19 Nov		Draft test papers available for review by ACARA, NTWG and expert scrutiny panel. Feedback provided to Contractor/s for amendments and further review.
Final signoff	30 Nov		Contractor/s provides final test forms and test administration handbooks to ACARA.

* The NTWG is comprised of the NAPLAN Test Managers for the states and territories, and the Catholic and Independent school representatives.

The successful contractor must meet the following timelines for the provision of materials for **Writing**

Activity –Writing test Development	Due date	% of items	Additional information
Initial ACARA/Contractor meeting	c. 1 March 2011		Meet with ACARA assessment officers to: <ul style="list-style-type: none"> • clarify specifications and contract deliverables • confirm timelines for deliverables • receive electronic item submission information.
Provision of Batch 1	4 April		Proposed topics with associated image suggestions for a minimum of six writing tasks to be supplied to ACARA. Topics will be approved (1) without change (2) approved pending amendment and resubmission, or (3) not approved. Materials that are not approved must be replaced and the replacements resubmitted for review. ACARA will provide regular feedback during the delivery and review stages of all batches.
Batch 1 review	5 to 8 April		In addition to the ACARA assessment officers, members of the MQT and National Working Party Advisory Group (NTWG)* will review items on-line and provide feedback based on predetermined guidelines.
Batch 1 formal feedback	13 April		ACARA provides feedback summary at face-to-face meeting/s with contractor/s Any materials that are not approved at this time must be replaced and resubmitted for further review to maintain the numbers

			available for trial.
Provision of Batch 2	6 May		A minimum of 6 proposed writing tasks in final format for review.(developed from topics approved in Batch one review)
Batch 2 review	9 to 13 May		Internal ACARA audit and on-line MQT* and NTWG** audit using pre-determined guidelines.
Provision of Batch 3	23 May		Provision of 6 tasks, edited and finalised after review feedback
Batch 3 feedback	20 to 27 May		Internal ACARA audit and on-line MQT and NTWG audit edited final forms
Final feedback to contractor/s	30 May		Final audit against test compliance documents
Completion of item development and trial forms in print ready format / hand over for trial.	14 June		Trial tasks provided to ACARA in print ready format. Prompts must be of an appropriate standard for printing and use as trial papers.
Return of trial data to contractor	29 August to 10 Sept		Data from trial returned to contractor.
Test construction period – recommendation of final task for test	26 Sept 14 to Oct		Analysis of data by Contractor/s, consultation with ACARA assessment officers and construction of draft test papers
Review period	24 Oct to 19 Nov		Draft test papers available for review by ACARA, NTWG and expert scrutiny panel. Feedback provided to Contractor/s for amendments and further review.
Sign off on final form	30 Nov		Contractor/s provides final test forms and test administration handbooks to ACARA.
Script scans from trial (of final test topic) provided to contractor	19 Nov		ACARA to provide the script scans of the successful test topic to contractor to begin development of marking materials

Selection of approx 200 scripts for Common marking activity	25 Nov		Contractor in liaison with Chief Assessor to select approximately 200 scripts – across the score range, as determined by trial marking, for MQT common marking activity
On-line common marking activity by MQT	5 Dec to 20 Jan 2012		Contractor to provide online marking access for MQT members to mark common scripts
Provision of common marking activity data	27 Jan 2012		Contractor to provide raw score marking data from common marking activity to ACARA and in consultation with Chief Assessor select approx 80 scripts for consensus marking by MQT
MQT meeting	February 2012		Contractor to attend MQT meeting for the purpose of recording MQT discussion as the basis for script commentary development
Provision of finalised control material for marker training and marking	17 Mar		Contractor to Provide the ACARA commentaries on all scripts agreed at the MQT meeting as necessary for training and control marking materials

**The Marking Quality Team (MQT) is comprised of the NAPLAN Writing task managers for the states and territories, and the Catholic and Independent school representatives.*

*** The NTWG is comprised of the NAPLAN Test Managers for the states and territories, and the Catholic and Independent school representatives.*

KEY PROJECT DELIVERABLES

DELIVERABLE 1 – Project management and reporting

Project Plan

The Contractor/s must provide a detailed Project Plan two weeks after formal acceptance of an offer for this work. It will need to be approved by ACARA and include the following:

- an overall project management plan which includes a methodology for item development and test construction
- a detailed description of the quality control processes that will be employed to monitor item development at every key stage, including a detailed explanation of the process proposed for item development and the names of all persons involved in the process, and their respective roles.
- a detailed description of auditing processes for ensuring that compliance with all test specifications are met
- a detailed Gantt chart for deliverables and critical deadlines.

Risk Management Plan

The Contractor must provide a Risk Management Plan two weeks after formal acceptance, to be approved by ACARA, which must include the following:

- Identify project risk factors related to project management, project staff, the nature of the project, maturity of the organisation (internal and third party suppliers), other customer/contract arrangements, and third party suppliers (if any);
- Strategies to ensure project needs are met within the required timeframe and to the highest standard. Prospective Contractors must clearly outline how these risks will be managed during the project; and
- Provision for the opportunity for ACARA to audit risk management during the project, including where appropriate attendance at contractor/s place of work and or briefings on the management of risk.

Quality Assurance Plan

The Contractor must provide a Quality Assurance Plan two weeks after formal acceptance, to be approved by ACARA. The plan must include Quality Assurance and Quality Control processes that will be implemented and monitored by the Contractor throughout the project and will be audited by ACARA. The Contractor must provide ACARA with internal documentation of Quality Assurance and Quality Control processes.

The Quality Assurance Plan must specify in detail all and any perceived risks 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, quality manuals and the like.

DELIVERABLE 2 - Item development

For **Reading**, the successful Contractor must:

- i. Develop a minimum of 40 texts and accompanying item sets for review. Note that:
 - The balance of texts should comprise 13 to 15 imaginative texts, 15 to 18 information and 7 to 10 argument texts.
 - a minimum of 12 link sets must be provided; i.e. 4 each for 3/5, 5/7 and 7/9.
 - during development of texts, care must be made to ensure that a balance of text types is available to be used as link sets
- ii. be mindful that particular attention is needed when providing stand-alone texts for inclusion on the Year 3 and Year 9 test papers i.e. a choice of quality entry Year 3 texts and items and challenging Year 9 item sets must be developed.
- iii. select texts and develop items for review in the same ratio of difficulty, item sub-strand and item type as indicated in the specifications; note that
 - specific texts must be identified as possible entry texts for each year level and suitable suites of items developed accordingly
 - as a general guideline, constructed response questions should focus on higher order thinking skills resulting in Q1 and Q2 items (that is, for the two most difficult quarters of the four quarters item difficulty scale). These items should not assess skills that can be readily assessed using a multiple-choice format
- iv. accurately complete all meta data as specified in the item templates, including item keys and item descriptors
- v. comply with all Copyright requirement for all materials
- vi. **Material that contains third party intellectual property can only be submitted if strictly complies with the IP management requirements as detailed in the contract.**
- vii. meet the requirements of the NAPLAN Style Guide

Please note: Any item sets that do not pass the review stage will have to be replaced by the contractor.

For **Writing**, the successful Contractor must:

- i. develop for review 6 persuasive tasks to be trialed, accordingly sufficient alternatives must be presented to allow for 6 quality prompts to be approved and made available for trial
- ii. note that any prompts that do not pass the review stage will have to be replaced by the contractor
- iii. comply with all Copyright requirements for all materials (refer contract)
- iv. meet the requirements of the NAPLAN Style Guide.

For **Language Conventions**, the successful Contractor must:

-
- i. provide for review sufficient items that meet the quality control specifications so that twice the number of items needed for the final tests are trialled. The same ratio of grammar and punctuation, and spelling; difficulty and item types as indicated in the specifications for the final tests must be available for trial. Any items that do not pass the review stage will have to be replaced.
 - ii. accurately complete all meta data as specified in the item templates including item keys and item descriptors
 - iii. comply with all Copyright requirements for all materials (refer contract)
 - iv. meet the requirements of the NAPLAN Style Guide.

For **Numeracy**, the successful Contractor must comply with the following:

- i. provide for review and trial at least twice the number of items needed for the final tests, in the same ratio of sub strand, difficulty and item type as indicated in the specifications. Twice the number of items needed for the final tests will be trialled, therefore any items that do not pass the review stage will have to be replaced so that the number and balance of items to be trialled is maintained
- ii. accurately complete all meta data as specified in the item templates including item keys and item descriptors
- iii. comply with all Copyright requirements for all materials (refer contract)
- iv. meet the requirements of the NAPLAN Style Guide.

DELIVERABLE 3 - Items for Trial

The successful contractor must:

- i. nominate items for inclusion in trial papers in accordance with a trial design to be provided by ACARA
- ii. prepare trial administration instructions for each trial paper for each year level
- iii. provide practice questions to match the item types of items nominated for trial
- iv. ensure the standard of the final trial items and administrative materials are 100% accurate and of the highest quality

DELIVERABLE 4 - Test construction

The successful contractor must:

- i. Nominate items for inclusion in final test papers in accordance with the test specifications provided, based on expert analysis of the trial data and advice provided by ACARA
- ii. Prepare test administration instructions for each test paper for each year level
- iii. Select the practice questions that match the item types in the test papers
- iv. Ensure the standard of the final test papers and administrative materials are 100% accurate and of the highest quality

The successful contractor must:

- i. provide regular status reports to ACARA
- ii. be available for regular dialogue with ACARA personnel during each stage of item development; trial selection and test construction
- iii. provide agreed milestone reports to ACARA by the specified dates
- iv. provide risk alerts to ACARA immediately upon detection of issues considered high risk to the project
- v. respond to feedback from ACARA following stakeholder reviews
- vi. modify items in response to feedback from ACARA
- vii. attend nominated review meetings
- viii. meet the project deadlines.

PROJECT SPECIFICATIONS BY DOMAIN

Detailed specifications and requirements for item development and test construction in each domain are attached as appendices to these specifications.

Contractors must ensure that item development and test construction conform strictly to the assessment guidelines. Item and test quality will be evaluated against these criteria.

The appendices are:

Reading	Part A - see appendix A
Writing	Part B - see appendix B
Language Conventions	Part C - see appendix C
Numeracy	Part D - see appendix D

Intellectual Property Management

The Contractor is to:

- i. properly manage Intellectual Property including maintaining accurate records of all Existing Material and/or Third Party Material into Contract Material;
- ii. obtain all licences required to ensure Intellectual Property and Moral Rights are not infringed by use of the Contract Material by ACARA or any party authorised to use the Contract Material; and
- iii. maintain accurate records of all licences obtained from authors of original Material developed under the contract or from third parties including any fees paid and the extent of the rights granted under such licences.

-
- iv. Ensure that Intellectual Property rights obtained in third party materials are sufficient for a broad range of non-commercial purposes.

Meetings

The Contractor/s will be required to attend a maximum of four face-to-face meetings with ACARA and the National Testing Working Group. These meetings will be organised by ACARA and held at a location agreed with the Contractor. The meetings will provide the NTWG to review the draft trial and test materials.

Progress Reports

Throughout the project, the Contractor will regularly consult with ACARA Secretariat contractual and financial aspects and, also, in relation to the day-to-day management of the project and measurement issues. Written progress reports are to be submitted every month to ACARA outlining progress on the key deliverables and issues that have arisen. Exception reports are required in the event of unforeseen circumstances.

Review of key stages of the NAPLAN project:

ACARA will closely monitor and report where necessary on the following aspects of the contractors work:

- i. Project management
- ii. Item development: Batch 1, Batch 2, Batch 3
- iii. Progress mapping of items against test specifications
- iv. Management of copyright
- v. Construction of trial test papers and development of administration marking guides
- vi. Data analysis, test construction and development of test administration guides
- vii. Development of annotated writing scripts for marking of writing task (Writing only)

Project Close-out Meeting

The contractor will conduct a half-day project close-out meeting for key members of ACARA's project team as soon as the public report from the 2012 assessment has been released by ACARA. The presentation will address all key aspects of the project as outlined below.

Provision of test materials for record keeping

The Contractor is to provide copies of all materials developed for trial, in both hard copy and electronically, to ACARA.

<p><i>Note: Prior to the commencement of the project, timelines will be agreed between ACARA and the successful Tenderer and specified in the contract.</i></p>

Invoicing and Payment

Invoices:

Invoices will be issued by the Contractor on delivery of each milestone.

To be correctly rendered, invoices must include the following information:

- a. the words "tax invoice" stated prominently;
- b. the Contractor's name;
- c. the Contractor's ABN;
- d. ACARA's name and address;
- e. the date of issue of the tax invoice;
- f. the title of this contract and the contract number or purchase order number (if any);
- g. details of fees, allowances and costs including the items to which they relate;
- h. the total amount payable (including GST);
- i. the GST amount shown separately; and
- j. written certification in a form acceptable to ACARA that the Contractor has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of the contract.

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

An invoice is not correctly rendered where:

- a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
- b. it relates to a payment in relation to which ACARA has exercised its rights under clause 3.2 of the contract.

All invoices must be addressed to the Project Manager.

Payment will be made on the earlier of acceptance of the specified deliverable by ACARA or 30 calendar days after delivery of a correctly rendered invoice. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.

Payment will be effected by electronic funds transfer (EFT) to the bank account of the Contractor.

No payment shall be made against any claim for payment which varies from the agreed scope of work of this Schedule without ACARA's prior consent and written agreement.

Project Manager

The Project Manager is the person for the time-being holding, occupying or performing the duties of Manager, NAPLAN, currently Rhondda Kretschmann available on telephone number 02 8098 3261 or via mail at level 10, 255 Pitt Street, Sydney, NSW 2000.

Payment Schedule

The payment schedule is linked to project milestones and deliverables as follows.

PROJECT MILESTONE	% PAYMENT
1. Provision of all item batches	20
2. Provision of trial test forms in print ready format to ACARA	20
3. Receipt by ACARA of trial data analysis report	20
4. Provision of draft final test forms to ACARA	20
5. Successful completion of project	20

Appendices

Appendix A Reading Assessment Guidelines

Appendix B Writing Assessment Guidelines

Appendix C Language Conventions Assessment Guidelines

Appendix D Numeracy Assessment Guidelines

Appendix E NAPLAN Item and Test Development Process Map