



# **Digital.NSW ICT Purchasing Framework**

## **ICT Agreement (ICTA)**



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## ICT Agreement (ICTA)

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**Parties**

The party identified at Item 1 of the Order Form (**Customer**)

The party identified at Item 4 of the Order Form (**Supplier**)

### Background

- A. The New South Wales Government's Digital.NSW ICT Purchasing Framework (**ICT Purchasing Framework**) is a suite of template documents which sets out standard terms and conditions to be used by Eligible Customers for the procurement of ICT related goods and services.
- B. The Supplier acknowledges and agrees that the New South Wales Procurement Board has directed that Government Agencies must, subject to applicable New South Wales Procurement Board Directions, use the ICT Purchasing Framework for the procurement of ICT related goods and services.
- C. This Agreement forms part of the ICT Purchasing Framework and contains the terms and conditions on which the Supplier agrees to carry out the Supplier's Activities.
- D. The Supplier has represented to the Customer that it has the relevant skills and experience to provide the Supplier's Activities.
- E. The Customer has agreed to appoint the Supplier, on a non-exclusive basis, to carry out the Supplier's Activities, subject to the Supplier's ongoing compliance with the terms and conditions of this Agreement, and the Supplier has agreed to accept that appointment.

### PART A: PRELIMINARIES

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## 1. Definitions and Agreement documents

### 1.1 Defined terms and interpretation

In this Agreement the definitions and interpretation provisions set out in Schedule 1 apply.

### 1.2 Agreement documents

This Agreement comprises the following documents:

- (a) any Additional Conditions;
- (b) these Core Terms and Schedule 1;
- (c) the applicable Module Terms;
- (d) the Order Form and Payment Schedule (excluding any Additional Conditions or Supplier's Documents);
- (e) any other schedule, attachment or annexure to this Agreement (excluding any documents forming part of the Order Form);
- (f) any other document expressly incorporated into this Agreement as set out in the Order Form; and
- (g) any Supplier's Documents.

### 1.3 Order of precedence

In the event of any conflict or inconsistency between the documents set out in clause 1.2, the document listed higher in the list will prevail over the document listed lower in the list to the extent of such conflict or inconsistency, regardless of anything to the contrary in those documents.

### 1.4 Role of the Master ICT Agreement

Where this Agreement is made under a MICTA, the Supplier acknowledges that its MICTA with the Contract Authority constitutes a standing offer under which it offers to supply the deliverables, services and/or activities specified in the MICTA to Eligible Customers, including the Customer:

- (a) pursuant to the terms of the MICTA and this Agreement; and
- (b) at rates and prices which are the same as or less than those set out in the MICTA (and, upon the commencement of any Renewal Period, at rates and prices which are the same as or less than any reduced rates and prices then applying under the MICTA at the time of such renewal).

### 1.5 Supplier's Documents

- (a) The parties acknowledge that the intent of incorporating any Supplier's Documents into this Agreement, where so agreed, is to supplement and elaborate the detail and specifications of particular Services and Deliverables and not to amend or contradict the terms set out in any of the documents listed in clauses 1.2(a) to 1.2(f).
- (b) The Supplier represents that the Supplier's Documents:
  - (i) set out specific details regarding how the Customer may access, use and interact with particular Services or Deliverables; and
  - (ii) may describe other elements of the Services or Deliverables which the Supplier offers to provide to the Customer, such as technical and functional specifications, service characteristics and performance standards.
- (c) No Supplier's Documents will be incorporated into this Agreement except to the extent expressly specified in, and attached to, Annexure A of the Order Form.
- (d) Notwithstanding the incorporation of Supplier's Documents under clause 1.5(c), those Supplier's Documents do not apply to the extent that they:
  - (i) deal with the same or similar subject matter as a provision of the Core Terms, Module Terms or any Additional Conditions (for example, provisions in the Supplier's Documents that deal with limitations of liability will not apply, in whole, as the Core Terms also deal with this subject matter);
  - (ii) are inconsistent, or in conflict, with the Core Terms, Module Terms or any Additional Conditions;
  - (iii) alter, or seek to alter, the legal obligations of, or relationship between, the Customer and the Supplier, as set out in the Core Terms, Module Terms or any Additional Conditions;



- (iv) impose additional obligations or requirements on the Customer, beyond those set out in the Core Terms, Module Terms or any Additional Conditions; or
- (v) limit any rights or remedies of the Customer or relieve the Supplier from any of its obligations or responsibilities under the Core Terms, Module Terms or any Additional Conditions.
- (e) Where any of the Supplier's Documents purport to override or otherwise vary the Core Terms, Module Terms or any Additional Conditions those terms will have no legal effect.
- (f) Except to the extent expressly set out in the Module Terms, no subsequent changes, amendments or updates to the Supplier's Documents will have any effect other than where made pursuant to a written variation under clause 39.6.

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## 2. Supplier's acknowledgments

- (a) The Supplier warrants, represents, acknowledges and agrees that it:
  - (i) has the expertise to carry out the Supplier's Activities;
  - (ii) has satisfied itself about, and has obtained all information necessary to enable it to understand, the Customer's requirements under this Agreement in so far as they relate to the Supplier's Activities;
  - (iii) has satisfied itself as to the availability and suitability of the Materials, labour and resources necessary to perform its obligations under this Agreement;
  - (iv) has satisfied itself of the nature and extent of the Supplier's Activities and its obligations under this Agreement;
  - (v) did not in any way rely on:
    - A. any information, data, representation, statement or document made by the Customer or its Personnel or provided to the Supplier by the Customer or its Personnel; or
    - B. the accuracy, adequacy, suitability or completeness of any such information, data, representation, statement or document,
 for the purposes of entering into this Agreement, except to the extent that any such information, data, representation, statement or document forms part of this Agreement;
  - (vi) entered into this Agreement based on its own investigations, interpretations, deductions, information and determinations; and
  - (vii) is aware that the Customer has entered into this Agreement relying upon the warranties given by the Supplier under this Agreement, including in clauses 2(a)(i) to 2(a)(vi), 17.12, 33.2, 33.3 and in the Module Terms.
- (b) The Supplier further acknowledges and agrees that, where this Agreement is entered into under a MICTA, the Customer may appoint or delegate the enforcement of any of its rights from time to time under this Agreement to the Contract Authority.

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### **3. Purchasing Services and/or Deliverables by Order**

#### **3.1 Order Form**

The Supplier must provide all Services and/or Deliverables specified in the Order Form and carry out all other Supplier's Activities on the terms of this Agreement.

#### **3.2 Electronic execution**

Subject to applicable Laws, the parties may execute this Agreement and any document entered into under it, electronically (including through an electronic platform) and in one or more counterparts. Notwithstanding the manner in which a document under this Agreement is submitted or accepted, the terms of this Agreement will apply and any click-wrap, "pop-up" or other like terms and conditions of the Supplier appearing in the course of such submittal or acceptance will have no force or effect.

#### **3.3 Additional Orders**

- (a) This clause applies where it is specified in Item 10 of the Order Form that the Customer may place Additional Orders for Services and/or Deliverables within the scope of this Agreement.
- (b) If, at any time during the Term, the Customer wishes to increase the volume or quantum of Services and/or Deliverables, the Customer may, in its sole discretion, do so by submitting a written notice to the Supplier for those increased Services and/or Deliverables. The written notice will be in the form required by the Customer and will include information relating to the Additional Order, including the number of additional Services and/or Deliverables required.
- (c) Except to the extent agreed by the parties in writing, any increased Deliverables and/or Services will be supplied for the same rates and charges specified in the Payment Particulars.
- (d) The parties agree that each time the Customer submits an Additional Order to the Supplier:
  - (i) that Additional Order forms part of this Agreement, and will not constitute a separate contractual relationship between the parties; and
  - (ii) the Supplier must increase the supply of the Deliverables and/or Services in accordance with that Additional Order, subject to any reasonable qualifications specified in Item 10 of the Order Form.

#### **3.4 No exclusivity or minimum commitment**

The Supplier acknowledges and agrees that:

- (a) except to the extent expressly set out in the Payment Particulars, the Customer is under no obligation to acquire any minimum volumes of Services or Deliverables or to meet any minimum spend level under this Agreement; and
- (b) the Supplier is not an exclusive provider of the Supplier's Activities (nor activities which are the same as or similar to them) to the Customer, and the Customer is not, by executing this Agreement, restricted in any way from engaging any other person to provide activities which are the same as, or similar to, the Supplier's Activities.

### 3.5 Additional Conditions

The parties agree to comply with any Additional Conditions.

### 3.6 Reseller arrangements

Where specified in Item 12 of the Order Form, the parties agree that the Supplier may provide particular Services and/or Deliverables in the Supplier's capacity as a reseller and subject to any Additional Conditions relating to the reseller arrangement.

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## 4. Relationship and governance

### 4.1 General

The parties must perform their respective roles and responsibilities as set out in the Order Documents.

### 4.2 Nature of relationship

Nothing in this Agreement creates or is intended to constitute a relationship between the parties of employer and employee, principal and agent, partnership or joint venturers, and neither party has authority to bind the other party. Neither party may hold itself out in any manner which is contrary to this clause 4.2.

### 4.3 Governance

- (a) Each party agrees to comply with any governance arrangements specified in the Order Documents, including any governance framework approved by the Customer pursuant to clause 4.3(b) (**Governance Framework**).
- (b) If specified in the Order Form, the Supplier must prepare and submit to the Customer for its approval a Governance Framework that contains the details specified in the Order Form. The Governance Framework must be submitted by the Supplier to the Customer's Representative by the time specified in the Order Form or such other time as reasonably required by the Customer's Representative.

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## 5. Term

### 5.1 Initial Term

This Agreement begins on the Commencement Date and continues for the Initial Term, unless terminated earlier by agreement in writing between the parties or in accordance with the terms of this Agreement.

### 5.2 Renewal Period

- (a) Where a Renewal Period has been specified in Item 9 of the Order Form, the Customer may, in its sole discretion, extend the Term for a period not exceeding the relevant Renewal Period (up to, if any, the maximum number of renewals specified in that Item), by giving the Supplier a notice in writing at least 15 Business Days prior to the end of the then current Term (or such other notice period as may be specified in Item 9 of the Order Form).

- (b) Subject to clause 1.4(b), any Renewal Period exercised in accordance with clause 5.2(a) will be on the same terms and conditions of this Agreement as in effect at the end of the then current Term, unless the parties agree to amend this Agreement in accordance with clause 39.6.

## **PART B: SUPPLIER'S ACTIVITIES**

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### **6. Performance of the Supplier's Activities**

#### **6.1 General**

The Supplier must carry out the Supplier's Activities in accordance with the timeframes, Specifications and requirements of this Agreement, including all requirements specified in the Order Documents.

#### **6.2 Customer Supplied Items**

- (a) Other than any CSI or any items expressly specified in the Order Documents or the Additional Conditions to be provided by an Other Supplier in connection with this Agreement, the Supplier must provide all necessary Materials and resources to carry out the Supplier's Activities in accordance with this Agreement.
- (b) The Supplier acknowledges and agrees that:
  - (i) unless the Customer agrees otherwise in writing, the Supplier will only receive access to the CSI specified in the Order Form;
  - (ii) the Supplier will obtain no title or interest to any CSI;
  - (iii) it is the Supplier's responsibility to inspect and assess any CSI before the Supplier or its Personnel use it to ensure the CSI is suitable and contains no defects; and
  - (iv) the Customer provides no warranty or representation about the suitability or fitness of any CSI for the Supplier's Activities or any other use (except to the extent the Order Form expressly contemplates CSI being put to a particular use or function in relation to this Agreement).
- (c) The following will not be a breach of this Agreement by the Customer, but in relation to Critical CSI, may entitle the Supplier to an extension of time if clause 6.8 applies:
  - (i) the Customer failing to supply the CSI at the times and in accordance with any requirements specified in this Agreement;
  - (ii) the Customer failing to maintain the CSI to any minimum standards specified in the Order Documents; or
  - (iii) any Other Supplier failing to supply items in accordance with any requirements specified in this Agreement.
- (d) The Supplier must:
  - (i) take all reasonable care of all CSI, including accounting for, preserving and handling all CSI in accordance with any requirements in the Order Form;
  - (ii) take reasonable steps to protect the CSI from any loss, destruction or damage;

- (iii) not use any CSI other than:
  - A. for the purpose for which the CSI was designed and manufactured;
  - B. for the purpose of carrying out the Supplier's Activities in accordance with this Agreement; and
  - C. in accordance with any applicable third party terms and conditions relating to the use of, or dealing with, such CSI;
- (iv) not modify or adapt any CSI without the prior written consent of the Customer;
- (v) promptly inform the Customer's Representative of any loss, destruction or damage to any CSI and (to the extent known) its cause and comply with any directions of the Customer in relation to such CSI;
- (vi) not part with possession of any CSI unless the Customer has provided its prior written consent to do so, nor create or allow the creation of any lien, security interest or mortgage over any CSI; and
- (vii) if specified in the Order Form, pay the costs for the CSI as stated in the Order Form, and pay those costs in accordance with the timeframes for payment set out in the Order Form or otherwise agreed by the Customer.
- (e) Unless other arrangements have been agreed by the Customer in writing, the Supplier must, at its cost, return any CSI to the Customer (or otherwise deal with CSI as directed by the Customer's Representative in writing) once it is no longer required for the purposes of this Agreement.
- (f) The Supplier is liable to the Customer for any loss, destruction or damage to CSI to the extent that any such loss, destruction or damage is caused or contributed to by the Supplier or its Personnel or resulted from the failure of the Supplier to comply with its obligations under this clause 6.2.

### 6.3 ICT Accessibility

- (a) The Supplier acknowledges that the Customer is committed to:
  - (i) meeting Accessibility Standard AS EN 301 549 (**Accessibility Standard**); and
  - (ii) ensuring that the Services and Deliverables support access to information and communications technology for all Customer Users, regardless of disability.
- (b) Without limiting any other obligation under this Agreement, the Supplier must ensure that, to the extent reasonably practicable, all Services and Deliverables:
  - (i) are available to Customer Users on a non-discriminatory accessible basis and do not infringe anti-discrimination Laws; and
  - (ii) meet the Accessibility Standard and any other accessibility requirements to the extent specified in the Order Documents (unless otherwise required by the Order Form).

## 6.4 Co-operation with the Customer and Other Suppliers

- (a) Each party agrees to reasonably co-operate with the other party and its Personnel to promote the timely progress of the activities contemplated by this Agreement.
- (b) The Supplier acknowledges that the Customer may require the Supplier to co-operate and work collaboratively with any Other Suppliers in connection with the provision of the Supplier's Activities.
- (c) Where stated in the Order Documents or at the reasonable request of the Customer, the Supplier must:
  - (i) permit any Other Suppliers to carry out their work;
  - (ii) reasonably co-operate with any Other Suppliers;
  - (iii) carefully co-ordinate and interface the Supplier's Activities with the services and work being carried out by any Other Suppliers in a manner that:
    - A. is as efficient and non-disruptive as reasonably practicable;
    - B. integrates, where applicable, with the services, works and deliverables that the Supplier and any Other Suppliers will provide; and
    - C. minimises the need for the Customer to be involved in resolving service problems or managing the tasks that the Supplier and Other Suppliers perform;
  - (iv) carry out the Supplier's Activities in a manner that minimises disruption or delay to the work of Other Suppliers; and
  - (v) comply with any additional requirements with respect to Other Suppliers or interfacing arrangements as specified in the Order Documents.

## 6.5 Project management

- (a) The parties must perform their obligations in accordance with any initial project plan that is included in the Order Documents or such other project plan that is approved by the Customer pursuant to this clause 6.5 (**Project Plan**).
- (b) Where specified in the Order Form, the Supplier must prepare and submit to the Customer's Representative for the Customer's approval a Project Plan that contains the details specified in the Order Form or in an Order Document.
- (c) The Supplier must submit the Project Plan by the date specified in the Order Documents or, where no date is specified, within 20 Business Days following the Commencement Date.
- (d) The Supplier agrees to update the Project Plan at the times or intervals set out in the Order Documents or at such other times as reasonably required by the Customer, including to reflect any Change Requests.
- (e) For clarity, the Project Plan is a Document Deliverable. Clause 8 therefore applies to the Project Plan, including any updates to it.

## 6.6 Staged implementation

- (a) Where the Order Documents specify that the Supplier's Activities will be carried out in different Stages, the Supplier must:
  - (i) carry out each Stage in accordance with the requirements and staging so specified in the Order Documents; and
  - (ii) not commence work on a Stage until it receives written notice from the Customer to proceed with the work in that Stage. Unless otherwise agreed by the parties in writing, the execution of this Agreement by the Supplier and the Customer is deemed to be sufficient notice to proceed with work on any first Stage described in the Order Documents.
- (b) Without limiting the Customer's rights under clause 6.6(c), at any time during the Term, the parties may:
  - (i) change the order of any Stages; or
  - (ii) vary the Supplier's Activities by removing one or more Stages from the scope of the Supplier's Activities,by following the Change Control Procedure under this Agreement.
- (c) The Customer may, at any time during the Term, and without having to comply with clause 6.6(b) and the Change Control Procedure, by written notice to the Supplier, remove from the scope of this Agreement any future Stages in respect of which approval to commence work has not been given by the Customer under clause 6.6(a)(ii).
- (d) The Customer will have no liability to the Supplier in respect of any Stage(s) that may be removed from the scope of the Supplier's Activities, except for those costs stated in Item 28 of the Order Form (if any) as being recoverable by the Supplier in such circumstance or as otherwise agreed by the parties in writing.
- (e) Nothing in this clause 6.6 will prevent the parties adopting a different project delivery methodology to that described in clause 6.6 (including involving agile, iterative and/or parallel development activities or other project methodology which is not Stage-based). Where an alternative project delivery methodology is specified in the Order Form, the Supplier must carry out the Supplier's Activities in accordance with the requirements for that alternative methodology as specified in the Order Form.

## 6.7 Delays

- (a) The Supplier must manage the Supplier's Activities, including to:
  - (i) anticipate and identify potential failures to meet a Date for Delivery, Key Milestone or other timeframe under this Agreement (**Delay**) (including, to the extent known or able to be reasonably anticipated, those Delays that may arise due to the Customer or an Other Supplier); and
  - (ii) take all necessary steps within its reasonable control to avoid or mitigate those potential Delays.
- (b) The parties must keep each other informed of anything that they become aware of which is likely to cause a Delay.

## 6.8 Extension of time

- (a) If a Delay occurs and that Delay was beyond the reasonable control of the Supplier, the Supplier may request an extension of time on the terms of this clause 6.8.
- (b) To request an extension of time under clause 6.8(a), the Supplier must within five Business Days of the commencement of the occurrence of the Delay, give the Customer's Representative written notice of the:
- (i) particulars of the Delay and the occurrence causing the Delay; and
  - (ii) extension of time claimed in days, together with the basis for calculating that period.
- (c) The Customer will reasonably consider any Supplier request to extend a Date for Delivery or Key Milestone where the applicable Delay was beyond the reasonable control of the Supplier, could not have been reasonably mitigated or worked around, and the Supplier has given notice as required by clause 6.8(b). The Customer may reduce any extension of time to the extent that the Supplier or its Personnel contributed to the Delay or the Supplier failed to take steps necessary both to preclude the cause of the Delay and to avoid or minimise the consequences of the Delay. In all other circumstances, the Customer may grant, decline or impose conditions on the granting of such request in its sole discretion.
- (d) Where the Supplier requests an extension of time under clause 6.8(b) and that Delay has arisen because of:
- (i) the Customer's breach of this Agreement;
  - (ii) a failure to provide any Critical CSI; or
  - (iii) the acts or omissions of an Other Supplier,
- the Customer must grant an extension of time, of a duration reasonably determined by the Customer having regard to the extent to which the Delay was attributable to the relevant breach, failure, acts or omissions.
- (e) Whether or not the Supplier has made, or is entitled to make, a Claim for an extension of time under clause 6.8(a), the Customer may, in its sole discretion, at any time by written notice to the Supplier, unilaterally extend a Date for Delivery or Key Milestone by written notice to the Supplier. For clarity, no extension of time granted by the Customer will result in an increase or decrease to the Price, unless separately agreed pursuant to an agreed Change Request.
- (f) Notwithstanding clause 35.1, where:
- (i) any dispute or difference arises between the parties in relation to this clause 6.8 or its subject matter; and
  - (ii) a project management committee or other governance forum, which meets at least monthly, is provided for in the Order Documents,

then the party claiming the dispute or difference has arisen must not issue a Dispute Notice pursuant to clause 35.1(b) in relation to that dispute or difference unless it has first raised and sought to resolve that dispute or difference in the next occurring meeting of that committee or forum, without resolution at such meeting.



## 6.9 Delay costs

- (a) To the extent a Delay arises which is attributable to the Customer's breach of this Agreement, a failure to provide any Critical CSI or the acts or omissions of an Other Supplier, the Supplier:
- (i) may advise the Customer of any proposed changes to the Price, the quantum of which must not exceed any additional, incremental cost and expense (calculated on a cost-only basis) directly attributable to:
    - A. undertaking and implementing any workarounds or remedial measures which are within the Supplier's control to implement or adopt, and which would minimise or lessen the impact of that Delay; and
    - B. any increase in the Supplier's Activities, or in the cost of the Supplier's Activities, as a result of that Delay,

**(Additional Activities);**
  - (ii) must accompany any advice under clause 6.9(a)(i) with sufficient supporting evidence to substantiate the calculation of its proposed changes to the Price in accordance with the principles set out in that clause; and
  - (iii) may prepare and submit to the Customer a Change Request Form, which complies with clause 10, in respect of the Additional Activities referred to in clause 6.9(a)(i).
- (b) The parties will comply with the Change Control Procedure in relation to the Change Request initiated by that Change Request Form, including any approval, rejection or request for further information. For clarity, however (and subject to clause 6.9(c)), the Supplier is not required to perform any of the Additional Activities unless the Change Request is approved by the Customer.
- (c) Nothing in clause 6.9(b) will prevent the parties reaching some other written agreement in relation to the Additional Activities, for example, the Supplier performing aspects of the Additional Activities on an urgent and/or interim time and materials basis, subject to the subsequent formalisation of a detailed Change Request.

## 6.10 Site

- (a) Where specified in Item 16 of the Order Form, the Supplier must carry out the Supplier's Activities at the locations or sites specified in that Item (**Site**).
- (b) Where physical delivery of any Deliverables to a Site is required, the Supplier must, at no additional cost to the Customer, deliver any Deliverables:
- (i) to the delivery area at the Site specified in the Order Form; and
  - (ii) on the Date for Delivery and between the hours stated in the Order Form,
- or as otherwise agreed in writing between the parties.
- (c) The Supplier warrants, represents and undertakes that it has, and it will be deemed to have, done everything that would be expected of a prudent, competent and experienced supplier in assessing the risks which it is assuming under this Agreement in relation to carrying out the Supplier's Activities at the Site, including

visiting and inspecting the Site and its surroundings and making its own assessment of the risks associated with the conditions at the Site and its surroundings.

- (d) Any failure of the Supplier to do any of the matters mentioned in clause 6.10(c) will not relieve the Supplier of its obligations to carry out the Supplier's Activities in accordance with this Agreement.
- (e) The Customer:
  - (i) is not obliged to:
    - A. provide the Supplier with sole access to the Site; or
    - B. carry out any work or provide any facilities or Materials to the Supplier (other than CSI or such other items specified in the Order Form) which may be necessary to enable the Supplier to obtain adequate access to carry out the Supplier's Activities; and
  - (ii) may engage Other Suppliers to work upon, or in the vicinity of, the Site at the same time as the Supplier.
- (f) In carrying out the Supplier's Activities, the Supplier must:
  - (i) minimise disruption or inconvenience to:
    - A. the Customer, occupiers, tenants and potential tenants of the Site in their occupation, use of or attendance upon any part of the Site; and
    - B. others having a right of access to the Site;
  - (ii) comply with all Policies, Codes and Standards of the Customer applicable to access to and attendance at the Site and any additional requirements specified in Item 16 of the Order Form;
  - (iii) at all reasonable times give the Customer's Representative, the Customer and any person authorised by the Customer access to the Supplier's Activities located at, or being carried out at, the Site (as applicable) or any location where the Supplier's Activities are being carried out; and
  - (iv) facilitate the Customer's supervision, examination or assessment of the Supplier's Activities at the Site or any location where the Supplier's Activities are being carried out.

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## **7. Transition-In**

### **7.1 Application**

This clause 7 applies if specified in the Order Form that the Supplier is required to provide any Transition-In Services as part of any Stage or part of the Supplier's Activities.

### **7.2 Transition-In Plan**

- (a) If the Order Form specifies that a Transition-In Plan must be prepared with respect to the Supplier's Activities, by the date specified in the Order Documents, the Supplier must prepare, and submit to the Customer's Representative for the

Customer's approval, a plan setting out how the Supplier will carry out the Transition-In Services.

- (b) For clarity, the Transition-In Plan is a Document Deliverable. Clause 8 therefore applies to the Transition-In Plan, including any updates to it.

### 7.3 Transition-In Services

- (a) The Supplier must supply any Transition-In Services specified in the Order Documents or in any Transition-In Plan that is developed pursuant to clause 7.2.
- (b) The Transition-In Services must be provided by the Supplier for the period specified in the Order Documents. Where no period is specified in the Order Documents, the Transition-In Services must be provided in a prompt and timely manner that will ensure that the Supplier can meet the Dates for Delivery, Key Milestones and other timeframes under this Agreement.

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## 8. Document Deliverables

### 8.1 General

- (a) The process in this clause 8.1 applies to all Deliverables that comprise written, printed, digital or electronic Materials on which there is writing or other text or symbols, including all Plans (**Documents**) and which are subject to the Customer's approval under this Agreement.
- (b) The Supplier must submit all Document Deliverables to the Customer for approval in accordance with this clause 8 and by the dates specified in this Agreement or the Order Documents.
- (c) Document Deliverables must be submitted to the Customer's Representative, unless otherwise directed by the Customer in writing.
- (d) The Document Deliverables must:
  - (i) be in English;
  - (ii) be fit for their intended purpose;
  - (iii) be free of Defects;
  - (iv) in relation to any User Documentation, be current, complete, accurate and sufficient to enable the Customer and its Personnel to make full and proper use of the applicable Services and/or Deliverables; and
  - (v) comply with any applicable Specifications and any other requirements in the Order Documents.
- (e) A Document Deliverable will not be deemed approved by the Customer until the Customer notifies the Supplier in writing that it approves the relevant Document Deliverable, except where clause 8.2(f) applies.

### 8.2 Review

- (a) The Customer may:
  - (i) review any Document Deliverable (including any resubmitted Document Deliverable) prepared and submitted by the Supplier; and

- (ii) within 15 Business Days of the submission by the Supplier of such Document Deliverable or resubmitted Document Deliverable (or any alternative timeframe set out in the Order Documents or otherwise agreed between the parties in writing):
  - A. approve the Document Deliverable; or
  - B. reject the Document Deliverable if, in its reasonable opinion, the Document Deliverable does not comply with the Specifications and other requirements of this Agreement.
- (b) The Customer will accompany any rejection under clause 8.2(a)(ii)B with a description of why the relevant Document Deliverable does not comply with the Specifications and other requirements of this Agreement.
- (c) A Document Deliverable does not fail to comply with the Specifications and other requirements of this Agreement exclusively because of:
  - (i) any opinion expressed in the Document Deliverable, provided that the opinion expressed is the professional opinion held by the Supplier;
  - (ii) the style, formatting or layout of the Document Deliverable, unless the style, formatting or layout is of a nature that it:
    - A. fails to meet the requirements in clause 8.1(d); or
    - B. affects the readability or useability of the Document Deliverable; or
  - (iii) semantics which do not impact the interpretation of the substantive matters conveyed in the Document Deliverable.
- (d) If the Customer gives the Supplier a notice rejecting a Document Deliverable under clause 8.2(a)(ii)B, the Supplier must, within five Business Days (or any alternative timeframe set out in the Order Documents or otherwise agreed between the parties in writing), prepare a revised version of the Document Deliverable which addresses all of the amendments and issues required by the Customer.
- (e) The parties must repeat the process in this clause 8.2 until the Customer approves each Document Deliverable in accordance with clause 8 or terminates this Agreement.
- (f) Where the period referred to in clause 8.2(a)(ii) elapses without the Customer approving or rejecting the Document Deliverable, the Supplier must submit to the Customer's Representative a written reminder notice identifying the Document Deliverable in respect of which it requires a decision by the Customer. If the Customer does not approve or reject the relevant Document Deliverable or otherwise communicate with the Supplier in relation to that reminder notice within 10 Business Days of its receipt, then the relevant Document Deliverable will be deemed to have been approved by the Customer.

### **8.3 No obligation**

- (a) The Customer does not assume or owe any duty of care to the Supplier to review any Document or Document Deliverable for errors, omissions or compliance with this Agreement.
- (b) No review, acceptance or approval of, comments upon, rejection of, or failure to review or comment upon or reject, any Document or Document Deliverable

provided by the Supplier to the Customer under this Agreement or any other direction by the Customer about that Document or Document Deliverable will:

- (i) relieve the Supplier from, or alter or affect, the Supplier's liabilities or responsibilities whether under this Agreement or otherwise at Law; or
- (ii) prejudice the Customer's rights against the Supplier whether under this Agreement or otherwise at Law.

#### **8.4 User Documentation**

- (a) The Supplier must, at its sole cost, provide the User Documentation to the Customer's Representative except where otherwise specified in the Order Form.
- (b) The User Documentation must be supplied in an electronic format and by the time specified in the Order Documents or, where no timeframe is specified, where reasonably required by the Customer.
- (c) Where it is specified in the Order Form that the Customer also requires any User Documentation in a hard copy format (or where otherwise requested by the Customer), the Supplier must provide the Customer's Representative with at least one copy of the User Documentation at no additional charge to the Customer.
- (d) The Supplier must ensure that any User Documentation that is supplied to the Customer's Representative:
  - (i) provides adequate instructions on how to enable the Customer and Customer Users to utilise the Services and Deliverables (as applicable) without reference to the Supplier; and
  - (ii) complies with the same requirements as specified in clause 8.1(d) in relation to Document Deliverables.
- (e) The Supplier must update the User Documentation as is needed for the Customer and Customer Users to be able to use the Services and Deliverables (as applicable) in an efficient and effective manner.

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### **9. Defects**

- (a) If, prior to the expiry of the Warranty Period, the Customer discovers or is informed that there is a Defect, the Customer may give the Supplier an instruction (with which the Supplier will comply) specifying the Defect and doing one or more of the following:
  - (i) requiring the Supplier to correct the Defect, or any part of it;
  - (ii) advising the Supplier that the Customer will accept the Deliverable or Service, or any part thereof, despite the Defect; or
  - (iii) advising the Supplier that the Customer will accept the Deliverable or Service, or any part thereof, despite the Defect, in exchange for a reasonable reduction in, or adjustment to, the cost of the Deliverables or Services which were impacted by the Defect,

and pursuing any other remedy it may have at Law or under this Agreement subject to compliance with the dispute resolution procedure in clause 35.
- (b) If, prior to the expiry of the Warranty Period, the Supplier identifies a Defect, the Supplier must notify the Customer in writing within one Business Day of identifying the Defect.

- (c) If, prior to the expiry of the Warranty Period, the Supplier identifies a Defect or an instruction is given under clause 9(a)(i), the Supplier must, at no cost to the Customer, correct the Defect:
  - (i) in accordance with all applicable Service Levels, or if no applicable Service Levels apply, within 15 Business Days after the date on which the non-compliance was notified to, or identified by, the Supplier (or such other timeframe as agreed between the parties in writing); and
  - (ii) in a manner which will cause as little inconvenience to the Customer and Customer Users as is reasonably possible.
- (d) The parties acknowledge that where the Defect relates to any Services, the Customer may request that the Supplier, and the Supplier must, supply the affected Services again.
- (e) If multiple Defects are identified, the Customer may request the Supplier to prioritise the rectification of such Defects, and the Supplier must comply with any such request. However, for clarity, any prioritisation must remain consistent with any applicable Service Levels.
- (f) Unless otherwise agreed between the parties in writing, the Warranty Period will be increased by a period of time equivalent to the time that the relevant Services and Deliverables were unavailable or their functionality materially decreased due to a Defect.
- (g) The Customer's rights under this Agreement and at Law will not be affected or limited by:
  - (i) the rights conferred upon the Customer by this clause;
  - (ii) the failure by the Customer or the Customer's Representative to exercise any such rights; or
  - (iii) any instruction of the Customer under this Agreement.
- (h) For clarity, the Warranty Period will not be deemed to exclude or restrict any guarantee that is provided at Law with respect to any Deliverable or Service.

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## 10. Change Control Procedure

### 10.1 Change Requests

- (a) Either party may request a variation to the Supplier's Activities, including:
  - (i) varying the Specifications or the nature, quality or scope of the Deliverables and Services, the sequence or time in which they are performed or substituting alternative Materials (if applicable);
  - (ii) varying the order of any Stages or removing one or more Stages from the scope of the Supplier's Activities;
  - (iii) increasing, decreasing, omitting, deleting or removing any Deliverables and/or Services;
  - (iv) varying the CSI and/or any responsibilities or dependencies attributable to the Customer; and/or

- (v) any change resulting in the Supplier providing services and/or deliverables that are materially different to the Services and Deliverables specified in the Order Form,

**(Change Request).**

- (b) Except to the extent expressly specified in the Module Terms, no Change Request is binding on either party or to be carried out by the Supplier until the Change Control Procedure specified in this clause 10 is followed.

## **10.2 Process for submitting and agreeing to Change Requests**

- (a) Each Change Request must be submitted in a form substantially similar to the Change Request Form included at Schedule 5 (or such other form approved by the Customer) and containing the details specified in that Change Request Form or such other details as may be reasonably required by the Customer.
- (b) Where rates and charges for any Change Requests, and/or a pricing methodology, have been specified in the Payment Particulars, then the Prices in the relevant Change Request must not exceed those rates and charges and must be based on any applicable pricing methodology specified in the Payment Particulars. Where no rates, charges or methodology are specified, prices must be based on those costs and expenses reasonably and necessarily incurred by the Supplier to implement the relevant Change Request.
- (c) The party receiving the draft Change Request Form must notify the other party in writing as to whether it:
  - (i) approves or rejects the Change Request; or
  - (ii) requires further information in relation to any aspect of the Change Request.
- (d) The parties must respond to Change Requests and requests for information regarding Change Requests within seven Business Days of receiving the request or such other timeframe as reasonably agreed between the parties having regard to the nature and substance of the work required by the relevant request.
- (e) Each party will act reasonably in preparing, submitting, reviewing, considering and assessing Change Requests.
- (f) If a Change Request is approved, the:
  - (i) parties must promptly execute the relevant Change Request Form; and
  - (ii) Supplier must perform the Supplier's Activities in accordance with the executed Change Request Form.
- (g) No Change Request is binding on either party or to be carried out by the Supplier until the relevant Change Request Form is executed by both parties in accordance with this clause 10.

## **10.3 Electronic transactions**

- (a) The parties may submit and execute Change Request Forms electronically (including through an electronic platform) and in one or more counterparts.
- (b) Unless otherwise directed by the Customer, either party may also submit Change Request Forms through its designated electronic ordering portal to which it may give the other party access from time to time.

## 10.4 Acknowledgements

The parties acknowledge and agree that:

- (a) the Change Control Procedure does not apply to changes to the Core Terms, the Module Terms or any Additional Conditions, which must be effected in accordance with the variation procedure specified in clause 39.6;
- (b) the Customer does not need to follow the Change Control Procedure with respect to:
  - (i) Additional Orders submitted in accordance with clause 3.3; or
  - (ii) the Customer's exercise of its unilateral right to:
    - A. remove from the scope of this Agreement any future Stages pursuant to clause 6.6(c); or
    - B. reduce the scope of this Agreement pursuant to clause 29;
- (c) the Customer is not obliged to pay the Supplier for implementing any Change Request unless the parties have complied with this clause 10;
- (d) the Customer is under no obligation to place Change Requests;
- (e) if any Change Request made pursuant to the Change Control Procedure omits or removes any part of the Supplier's Activities, the Customer may thereafter either provide those Supplier's Activities itself or employ or engage third parties to do so;
- (f) the Customer may, in its sole discretion, agree or reject a Change Request;
- (g) no Change Request will invalidate, or amount to a repudiation of, this Agreement; and
- (h) each party must bear its own costs in preparing, submitting and negotiating any Change Request.

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## 11. Personnel

### 11.1 Nominated Personnel

- (a) The Supplier must ensure that:
  - (i) each of its Nominated Personnel is made available to perform their role/responsibilities as set out in Item 18 of the Order Form; and
  - (ii) it immediately notifies the Customer's Representative if the Supplier becomes unable or unwilling to comply with this clause 11.1 or otherwise breaches this clause 11.1.
- (b) The Supplier must not remove or replace any of the Nominated Personnel unless the:
  - (i) Customer requests that the Nominated Personnel are replaced pursuant to clause 11.3(e); or
  - (ii) Nominated Personnel are no longer available to carry out the Supplier's Activities due to a substantial change in the relevant Nominated Personnel's personal circumstances (including compassionate leave,



carers' leave or other extended leave, serious illness, injury, death, termination of employment by the Supplier or resignation).

## 11.2 Replacement of Nominated Personnel

If the Supplier is required to replace any Nominated Personnel in accordance with clauses 11.1(b) or 11.3(e), the Supplier must ensure that any replacement is:

- (a) approved by the Customer. The Customer must act reasonably in granting or withholding approval, or granting approval subject to conditions. If requested by the Customer, the Supplier must provide the Customer with such information as the Customer requires concerning any proposed replacement of any Nominated Personnel (including a resume and an opportunity to interview them); and
- (b) of equal or superior ability to, and has the required experience of, the original Nominated Personnel and meets the Personnel requirements specified in this Agreement.

## 11.3 Supplier's Personnel

- (a) The Supplier must ensure that all of its Personnel engaged or employed by the Supplier in carrying out the Supplier's Activities:
  - (i) are aware of, and comply with, the Supplier's obligations under this Agreement as if they were the Supplier;
  - (ii) prior to carrying out any part of the Supplier's Activities, are properly trained and qualified and have the requisite competencies, skills, qualifications and experience to:
    - A. perform the duties allocated to them; and
    - B. understand the Supplier's obligations under this Agreement, including with respect to privacy, security, confidentiality and safety; and
  - (iii) are provided with regular training to ensure that the Supplier's Personnel's skills and qualifications are maintained in accordance with all applicable Best Industry Practice.
- (b) On the Customer's request or as part of any audit conducted pursuant to clause 37.2, the Supplier must promptly provide the Customer or its nominee with evidence that the obligations under this clause 11.3 have been complied with (including with respect to the training of the Supplier's Personnel).
- (c) The Supplier must ensure that all of its Personnel, when on the Customer's premises or when accessing Customer Data or the Customer's systems, equipment or facilities, comply with the reasonable requirements and directions of the Customer (including with regard to the Customer's safety and security requirements).
- (d) The Supplier must ensure that its Personnel when entering any Site comply with any conditions of entry or other Site specific requirements as specified in the Order Documents or notified by the Customer to the Supplier from time to time.
- (e) The Customer may, acting reasonably and in its discretion, give notice in writing requiring the Supplier to remove any of its Personnel (including Nominated Personnel) from work in respect of this Agreement, together with its reasons for removal. The Supplier must promptly arrange for the removal of such Personnel

and their replacement with Supplier Personnel reasonably acceptable to the Customer.

- (f) The Supplier must ensure that it (and where appropriate, its outgoing Personnel) effects a process that:
- (i) minimises any adverse impact on, or delay in, the performance of the Supplier's Activities; and
  - (ii) effects a smooth transition between the outgoing and replacement Personnel, including by identifying and recording:
    - A. any processes and systems in place (or proposed) to manage the provision of the Supplier's Activities; and
    - B. the detail of any outstanding issues in relation to the Supplier's Activities,

for which any of the outgoing Supplier's Personnel were responsible.
- (g) The process for transition to the replacement Personnel by the Supplier must be performed as expeditiously as possible with regard to the Supplier's Activities, the Dates for Delivery and other timeframes under this Agreement, and to the reasonable satisfaction of the Customer.
- (h) The Supplier will be solely responsible, at its sole cost, for compliance with clause 11.2, including finding and replacing Supplier's Personnel in accordance with clause 11.3(e).
- (i) The Supplier must properly manage its Personnel resourcing (including any planned absences) to maintain a sufficient level of Personnel engaged or employed in the provision of the Supplier's Activities (both in terms of quality and quantity of such Personnel) to ensure that all relevant roles are, and continue to be, adequately resourced and that the Supplier's Activities are provided in accordance with this Agreement.

#### 11.4 Deed of Confidentiality and Privacy

- (a) If specified in Item 19 of the Order Form or at the request of the Customer's Representative, the Supplier's Personnel involved in the provision of the Supplier's Activities (or who may receive or have access to the Customer's Confidential Information or Personal Information in connection with this Agreement), must sign a deed in substantially the same form as the document in Schedule 6 or such other deed as required by the Customer (**Deed of Confidentiality and Privacy**).
- (b) Where the Customer requires an alternate Deed of Confidentiality and Privacy to that specified in Schedule 6, it must include obligations that are consistent with the privacy and confidentiality obligations under this Agreement.
- (c) Unless otherwise agreed by the Customer in writing, the Deed of Confidentiality and Privacy must be signed and returned to the Customer's Representative prior to the Supplier's Personnel commencing the Supplier's Activities or being provided with access to the Customer's Confidential Information or Personal Information.

#### 11.5 Subcontracting

- (a) The Supplier must not subcontract any of its obligations under this Agreement unless specified in Item 20 of the Order Form (or otherwise pre-approved by the Customer in writing). Such approval may also be given in respect of classes or categories of subcontractor or types of subcontracted activities and made subject to

any applicable conditions. The use of permitted subcontractors may be withheld or given on such conditions as specified in the Order Form or otherwise notified by the Customer to the Supplier in writing.

- (b) If the Customer consents to the engagement of any subcontractor on a conditional basis, then the Supplier must comply with those conditions when it engages that subcontractor.
- (c) A permitted subcontractor may not further subcontract the relevant obligations to another person without the Customer's prior written consent.
- (d) The Customer may, by written notice to the Supplier, revoke its consent to any permitted subcontractor if the Customer, acting reasonably, has concerns about that permitted subcontractor's or its personnel's:
  - (i) performance of the Supplier's Activities; or
  - (ii) compliance with (or ability to comply with) the terms of this Agreement.
- (e) Where practicable to do so, the Customer must engage in reasonable advance consultation with the Supplier in relation to its concerns regarding a permitted subcontractor's (or its personnel's) performance or compliance, including whether those concerns may be otherwise addressed or remediated, before the Customer gives a notice of revocation under clause 11.5(d).
- (f) The Supplier is solely responsible for managing its supply chains and any risks in its supply chains, including ensuring any permitted subcontractor's compliance with clause 13.
- (g) Any subcontracting by the Supplier does not relieve the Supplier of any of its obligations under this Agreement.
- (h) The Supplier must ensure that each of its subcontractors comply with all of the terms of this Agreement to the extent that they are relevant to the subcontractor.
- (i) The Supplier is responsible for its subcontractors, and liable for their acts and omissions, as though they were the acts and omissions of the Supplier.
- (j) If specified in the Order Form or if required by the Customer as a condition of granting consent to the Supplier's use of any subcontractor, the Supplier must arrange for its subcontractors to enter into a subcontractor deed on terms consistent with, and no less onerous than, the parts of this Agreement applicable to the subcontractor's activities.
- (k) The Order Form may specify additional procurement policy requirements which the parties have agreed will apply to, or be prioritised in, any subcontracting arrangement by the Supplier, including the Policies, Codes and Standards. The parties agree to comply with any such requirements.

## **11.6 Background checks**

- (a) The Supplier must:
  - (i) prior to involving any of its Personnel in carrying out the Supplier's Activities, undertake all necessary background checks of those Personnel to ensure that they are fit and proper to provide the Supplier's Activities; and

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- (ii) monitor and assess its Personnel throughout their involvement in the Supplier's Activities to ensure that they remain fit and proper to provide the Supplier's Activities.
- (b) Without limiting the generality of clause 11.6(a), if specified in Item 22 of the Order Form or where not so specified in that Item but reasonably required by the Customer, the Supplier must:
  - (i) carry out any specific background checks of its Personnel as specified in Item 22 of the Order Form or as requested by the Customer, including criminal record and "Working with Children" checks; and
  - (ii) provide the results of those checks to the Customer's Representative within the timeframe specified in Item 22 of the Order Form, or if no time is specified, within five Business Days of receipt (or within such other time as reasonably required by the Customer).
- (c) Where the outcome of a background check reveals that any of the Supplier's Personnel are not fit and proper to be involved in the provision of the Supplier's Activities, the Supplier must not use those Personnel with respect to such activities.
- (d) The Supplier acknowledges and agrees that:
  - (i) all background checks will be undertaken at the Supplier's sole cost, unless otherwise agreed by the Customer in writing;
  - (ii) the Customer may provide the results of any background checks to the Contract Authority or any other Government Agency; and
  - (iii) the Supplier is solely responsible for obtaining all necessary consents, in accordance with the Privacy Laws, in connection with the conduct of any background checks and the sharing and use of those background checks as contemplated under this clause 11.6.

## 11.7 Compliance with employment Laws

- (a) The Supplier undertakes to comply with all applicable employment Laws in relation to itself and its Personnel, including in relation to workers' compensation, payroll tax, fringe benefits tax, PAYG tax, group tax, superannuation contributions, leave entitlements and any other employment or related benefit or entitlement.
- (b) The Supplier acknowledges and agrees that:
  - (i) it is solely responsible for the obligations under clause 11.7(a); and
  - (ii) neither the Supplier, nor its Personnel have, pursuant to this Agreement, any entitlement from the Customer in relation to any form of employment or related benefit.

## 11.8 Non-solicitation

- (a) Neither party may, without the prior written consent of the other party, engage, employ, induce or cause a third party to induce the other party's Personnel engaged in the performance of this Agreement to enter into a contract for service or a contract of employment with it.
- (b) The restrictions in clause 11.8(a) will apply during the Term and for a period of six months after the end of the Term.

- (c) General solicitation for employment which is placed in good faith, such as on a jobs website or in a newspaper advertisement, will not constitute a breach of this clause 11.8.
- (d) The parties agree that the restrictions in this clause 11.8 are necessary to protect the legitimate interests of each party.

## 12. Compliance

### 12.1 Compliance with Laws and directions

While carrying out the Supplier's Activities, the Supplier must:

- (a) acquire and maintain all Authorisations necessary for the performance of the Supplier's Activities;
- (b) ensure that the Supplier's Activities comply with all applicable Laws (including all applicable Australian Laws, even if the Supplier is not domiciled in Australia); and
- (c) comply with any reasonable directions made by the Customer in relation to the Supplier's Activities.

### 12.2 Policies, Codes and Standards

- (a) Without limiting the generality of clause 12.1, the Supplier must, in performing its obligations under this Agreement, comply with all Policies, Codes and Standards.
- (b) Where it is specified in Item 17 of the Order Form that this clause 12.2(b) applies, the Supplier:
  - (i) must comply with the Aboriginal Participation Plan and all relevant Aboriginal participation and reporting requirements under the Aboriginal Procurement Policy and clause 37.1(b)(ii);
  - (ii) acknowledges and agrees that Training Services NSW has established the Aboriginal participation fund to receive payments when the Supplier does not meet contracted Aboriginal participation requirements; and
  - (iii) acknowledges and agrees that where the Supplier does not meet its Aboriginal participation requirements under this Agreement, the Agency may, in accordance with the Aboriginal Procurement Policy, withhold payments due to the Supplier pursuant to this Agreement and direct the funds to an account held by Training Services NSW.

### 12.3 Policy Changes

- (a) If there is:
  - (i) any change to any of the Policies, Codes and Standards specified in this Agreement (including with respect to any security requirements); or
  - (ii) the introduction of any new Policies, Code and Standards in addition to those specified in this Agreement,

with which the Customer requires the Supplier to comply (**Policy Change**), then (without limiting any other express rights of the Customer or obligations of the Supplier under this Agreement) where:

(iii) the Supplier's compliance with that Policy Change can, with the Supplier's best efforts, be achieved without the incurrence of material additional cost and expense to the Supplier; or

(iv) irrespective of the cost of complying with the Policy Change, the Supplier's compliance with its obligations under clause 12.1 would involve the Supplier complying with that Policy Change in any event,

then the Supplier must comply with the Policy Change at no additional cost to the Customer.

(b) If neither clauses 12.3(a)(iii) nor 12.3(a)(iv) apply and the Supplier cannot comply with a Policy Change without incurring material additional cost and expense, then:

(i) the Supplier must promptly notify the Customer in writing of the additional, incremental cost and expense (calculated on a cost-only and zero-margin basis) that would be directly attributable to its compliance with the Policy Change, accompanied with evidence to substantiate the additional, incremental costs and expenses (including information as to how those costs and expenses have been calculated); and

(ii) following receipt of such notification, the Customer may:

- A. approve the incurrence of the costs and expenses notified to it under clause 12.3(b)(i), in which case the Supplier must comply with the relevant Policy Change and, subject to so complying, will be entitled to invoice the Customer for such costs and expenses;
- B. reject the incurrence of the costs and expenses notified to it under clause 12.3(b)(i), in which case, the Supplier will not be required to incur those costs or to comply with the Policy Change; or
- C. require the Supplier to, in which case the Supplier must, participate in reasonable good faith discussions with the Customer in relation to an alternative approach to managing the Policy Change.

## 12.4 Work health and safety

Without limiting the Supplier's obligations under any other provision of this Agreement, the Supplier must:

- (a) comply, and must ensure that its Personnel comply, with the WHS Legislation (including any obligation under the WHS Legislation to consult, co-operate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter);
- (b) if requested by the Customer's Representative or required by the WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any approvals, prescribed qualifications or experience, or any other information relevant to work health and safety matters;
- (c) notify the Customer's Representative promptly (and in any event within 12 hours of such matter arising) of all work health, safety and rehabilitation matters arising out of, or in any way in connection with, the Supplier's Activities;

- (d) insofar as the Supplier, in carrying out the Supplier's Activities, is under any duty imposed by the WHS Legislation, do everything necessary to comply with any such duty;
- (e) ensure that it does not do anything or fail to do anything that would cause the Customer to be in breach of the WHS Legislation; and
- (f) comply with any additional work health and safety requirements specified in the Order Form or as otherwise reasonably required by the Customer from time to time.

## 12.5 Work health and safety where Supplier's Activities include construction work

- (a) This clause applies where construction work forms part of the Supplier's Activities.
- (b) In this clause 12.5, the terms "**construction work**", "**principal contractor**" and "**workplace**" have the same meanings assigned to those terms under the WHS Legislation.
- (c) Where the Customer engages the Supplier as the principal contractor:
  - (i) the Customer authorises the Supplier to have management and control of each workplace at which construction work is to be carried out and to discharge the duties of a principal contractor, under the WHS Legislation;
  - (ii) the Supplier accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation; and
  - (iii) the Supplier's engagement and authorisation as principal contractor will continue until:
    - A. the Supplier delivers the Supplier's Activities in accordance with this Agreement;
    - B. the Supplier achieves Acceptance in respect of each Deliverable subject to Acceptance Testing under this Agreement; and
    - C. any rectification work that is "construction work" that is carried out during the Warranty Period is completed,

unless sooner revoked by the Customer, including by terminating this Agreement at Law or pursuant to this Agreement.

## 12.6 The environment

Where applicable to the performance of the Supplier's Activities, the Supplier must:

- (a) provide all Supplier's Activities in a manner that does not cause or threaten to cause pollution, contamination or environmental harm to, on or outside a Site or other location;
- (b) ensure that it and its Personnel comply with all applicable environmental Laws and Policies, Codes and Standards; and
- (c) follow New South Wales Government policies and guidelines concerning the safe disposal of any hazardous substances.

## 12.7 Conflicts of Interest

- (a) The Supplier must:
  - (i) promptly notify the Customer in writing if a Conflict of Interest arises or is likely to arise during its performance of the Supplier's Activities; and
  - (ii) take all necessary action as may be reasonably required by the Customer to avoid or minimise such a Conflict of Interest.
- (b) If such a Conflict of Interest, in the Customer's view, significantly affects the interests of the Customer, and the Supplier is unable to resolve the Conflict of Interest to the satisfaction of the Customer within 14 days of receipt of a notice from the Customer, then the Customer will be entitled to terminate this Agreement under clause 29.1(d).

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## 13. Modern Slavery

### 13.1 Compliance

The Supplier represents, warrants and undertakes that, as at the date of its execution of this Agreement, neither the Supplier, any entity that it owns or controls or, to the best of its knowledge, any subcontractor of the Supplier, has been convicted of a Modern Slavery offence under the Modern Slavery Laws.

### 13.2 Information

- (a) For the purpose of this clause, "**Information**" may include (as applicable) information as to any risks of, actual or suspected occurrences of, and remedial action taken in respect of, Modern Slavery but excludes Personal Information.
- (b) The Supplier must:
  - (i) subject to any restrictions under any applicable Laws by which it is bound, provide to the Customer any Information and other assistance, as reasonably requested by the Customer, to enable the Customer to meet any of its obligations under the Modern Slavery Laws and associated regulatory requirements (for example, any applicable annual reporting requirements and New South Wales Procurement Board Directions), including co-operating in any Modern Slavery audit undertaken by the Customer or the NSW Audit Office and providing reasonable access to the Customer's and/or Audit Office's auditors to interview the Supplier's Personnel; and
  - (ii) notify the Customer in writing as soon as it becomes aware of either or both of the following:
    - A. a material change to any of the Information it has provided to the Customer in relation to Modern Slavery; and
    - B. any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or those of any entity that it owns or controls).
- (c) The Supplier may provide any Information or report requested by the Customer in the form of a previously-prepared statement or re-purposed report, for example a statement provided in response to a similar request for Information from another Australian public sector agency, or refer the Customer to its publicly available



Modern Slavery Statement, provided that such statement or report provides generally the same Information as that sought by the Customer.

- (d) The Supplier must, during the Term and for a period of seven years thereafter:
- (i) maintain; and
  - (ii) upon the Customer's reasonable request, give the Customer access to, and/or copies of,

records in the possession or control of the Supplier to trace, so far as practicable, the supply chains of all Services and Deliverables provided under this Agreement and to enable the Customer to assess the Supplier's compliance with this clause 13.

### **13.3 Modern Slavery due diligence**

The Supplier must take reasonable steps to ensure that Modern Slavery is not occurring in the operations and supply chains of the Supplier and any entity that it owns or controls.

### **13.4 Subcontractors**

In respect of any subcontracts that relate to the Supplier's Activities, or the whole or any part of this Agreement (and without limiting the Supplier's obligations under any Modern Slavery Laws), the Supplier must take reasonable steps to ensure that those subcontracts contain:

- (a) in relation to subcontracts that relate exclusively to the Customer, provisions in relation to Modern Slavery that are substantially the same provisions as this clause 13; and
- (b) in all other cases, Modern Slavery provisions that are reasonably consistent with the provisions in this clause 13.

### **13.5 Response to Modern Slavery Incident**

- (a) If the Supplier becomes aware of any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls), the Supplier must take reasonable steps to respond to the occurrence in accordance with any internal Modern Slavery strategy and procedures of the Supplier and any relevant policies, codes and standards (including any code of practice or conduct) or other guidance issued by any relevant Authority or (if the Customer notifies the Supplier that it requires the Supplier to comply with any relevant New South Wales Procurement Board Code/guidance) by the New South Wales Procurement Board.
- (b) Any action taken by the Supplier under clause 13.5(a) will not affect any rights of the Customer under this Agreement, including its rights under clause 13.6.

### **13.6 Termination**

In addition to any other rights or remedies under this Agreement or at Law, the Customer may terminate this Agreement, upon written notice and with immediate effect if, in the Customer's reasonable view, the Supplier has:

- (a) failed to notify the Customer as soon as it became aware of an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls);

- (b) failed to take reasonable steps to respond to an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls); or
- (c) otherwise committed a substantial breach or multiple minor (non-trivial) breaches of its obligations under clause 13 and the breach (or breaches) is not remedied within 15 days of the Supplier receiving a notice to remedy.

## **14. Acceptance Testing**

### **14.1 General**

- (a) Unless otherwise specified in the Order Form, this clause 14 will apply in relation to the supply of any Deliverables that are not Documents.
- (b) Where the parties have agreed further details as to the form or the conduct of Acceptance Tests in the Order Documents, those details apply in addition to this clause 14, except to the extent expressly stated in the Order Form.

### **14.2 Testing by Supplier**

- (a) Before delivery by the Supplier to the Customer of any Deliverable (or any component thereof) that is subject to Acceptance Testing, the Supplier must:
  - (i) carry out the tests in accordance with any Test Plan and to ensure that the Deliverable meets the Acceptance Criteria for the Deliverable;
  - (ii) following testing, supply the Customer with the test results in accordance with the requirements and timeframes in the Test Plan and Order Documents, or where no requirements or timeframes are specified in those documents, promptly on completion of each test;
  - (iii) if the Supplier determines that a Deliverable (or component thereof) does not meet any Acceptance Criteria, promptly remedy that non-compliance; and
  - (iv) when appropriate, notify the Customer that the relevant Deliverable (or applicable component thereof) is ready for Acceptance Testing by the Customer.
- (b) Where directed by the Customer, the Supplier must:
  - (i) permit the Customer or its nominee to witness any tests conducted pursuant to this clause 14.2; and
  - (ii) provide the Customer with evidence as reasonably required by the Customer,

to demonstrate that the tests have been successfully completed in accordance with clause 14.2.

### **14.3 Testing by the Customer**

- (a) The Customer may carry out Acceptance Tests in respect of each Deliverable to which Acceptance Testing applies and the Supplier must provide all reasonable assistance required by the Customer in connection with the Customer's Acceptance Testing.

- (b) If the Customer carries out Acceptance Tests, the Customer must conclude the Acceptance Tests in accordance with any timeframes specified in the Order Documents or, where no timeframes are specified, within a time reasonably determined by the Customer.
- (c) Following completion of the Customer's Acceptance Testing in respect of a Deliverable, the Customer must either:
  - (i) provide to the Supplier an Acceptance Certificate in respect of that Deliverable; or
  - (ii) notify the Supplier that the Acceptance Criteria in respect of that Deliverable have not been met.
- (d) Neither the full or partial Acceptance of any Deliverable nor any exercise by the Customer of any option or other right under this clause 14 will:
  - (i) operate as a sole or exclusive remedy; or
  - (ii) limit or prejudice any rights or remedies of the Customer under this Agreement or at Law.
- (e) Where the Deliverable meets the Acceptance Criteria, the Customer must issue the Acceptance Certificate no later than 10 Business Days from completion of the Acceptance Testing, or within such other timeframe specified in the Order Documents.
- (f) Where the period referred to in clause 14.3(e) elapses without the Customer either providing an Acceptance Certificate to the Supplier in respect of that Deliverable or notifying the Supplier that the Acceptance Criteria have not been met, the Supplier must submit to the Customer's Representative a written reminder notice identifying the Deliverable in respect of which it requires a decision by the Customer. If the Customer does not take one of the actions referred to in clause 14.3(c) or otherwise communicate with the Supplier in relation to that reminder notice within 15 Business Days of its receipt, then the relevant Deliverable will be deemed to have been Accepted by the Customer.

#### **14.4 Effect of failure to meet Acceptance Criteria**

- (a) If the Acceptance Criteria in respect of a Deliverable have not been met, the Customer may, at its option, do any of the following:
  - (i) issue a notice to the Supplier that requires the Supplier to comply with clause 14.4(b), accompanied with a description of the areas in which the relevant Deliverable has failed to meet the Customer's Acceptance Testing;
  - (ii) Accept the Deliverable subject to a reasonable reduction in the Price as reasonably agreed between the parties or, in the absence of agreement, as reasonably determined by the Customer to reflect the greater of the:
    - A. cost to the Customer of correcting the Defects in the Deliverable; or
    - B. reduced features, functionality or quality of operation as a result of those Defects; or
  - (iii) if the Deliverable contains a Material Defect that, in the Customer's reasonable opinion, is incapable of remedy or the Supplier has failed to remedy that Material Defect within 20 Business Days after delivery of the

Deliverable (or such other time as specified in the Order Form or agreed between the parties in writing), immediately terminate this Agreement or reduce its scope pursuant to clause 29.1(d).

- (b) If the Supplier receives a notice under clauses 14.4(a)(i) or 14.4(c)(i), the Supplier must, at its cost, within 20 Business Days (or such other time as specified in the Order Form or agreed between the parties in writing) after the date of the notice:
- (i) supply such additional services to rectify any Defect in the Deliverable as may be necessary to enable the Deliverable to meet the Acceptance Criteria, including, if necessary, replacing the Deliverable;
  - (ii) co-operate with the Customer with respect to any repeat Acceptance Testing; and
  - (iii) provide all assistance required by the Customer in relation to the repeated Acceptance Tests.
- (c) If the Acceptance Criteria in respect of a Deliverable have not been met following repeat Acceptance Testing, the Customer may, at its option, do any of the following:
- (i) require the Supplier to again comply with clause 14.4(b);
  - (ii) Accept the Deliverable subject to a reduction in the Price as reasonably agreed between the parties or, in the absence of agreement, as reasonably determined by the Customer in accordance with the same principles as described in clause 14.4(a)(ii); or
  - (iii) immediately terminate or reduce the scope of this Agreement pursuant to clause 29.1(d).
- (d) The Customer reserves the right to remedy any Defects or to appoint third parties to do so if the Supplier fails to correct any Defect that has been notified by the Customer to the Supplier and which the Supplier has not corrected within the timeframe required by this clause 14.4. At the Customer's request, the Supplier must reimburse the Customer for the costs incurred by the Customer in relation to the remediation of the relevant Defects, based on commercially reasonable rates and charges.

## 14.5 Effect of Acceptance Certificate

An Acceptance Certificate will constitute Acceptance for the purposes of this clause 14, but will not be taken as an admission or evidence that the Deliverables comply with, or that the Supplier has performed its obligations under, this Agreement.

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## 15. Performance

### 15.1 Performance obligations

The Supplier must:

- (a) carry out the Supplier's Activities:
  - (i) in accordance with this Agreement, including the Order Documents;
  - (ii) with all due skill, care and diligence and in a proper, regular and timely manner;

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- (iii) in a manner that encourages the most efficient use of resources and promotes the achievement of any Customer objectives specified in the Order Documents;
  - (iv) to a high standard and in accordance with Best Industry Practice for work of a similar nature to the Supplier's Activities;
  - (v) in a manner that is safe to both people and the environment;
  - (vi) in a manner that minimises any disruption, interference or inconvenience to the Customer or its operations, Personnel or Other Suppliers;
  - (vii) to enable all Deliverables to operate in accordance with this Agreement, and to meet the Acceptance Criteria applicable to them;
  - (viii) to ensure that all timeframes under this Agreement are met, including all Key Milestones and Dates for Delivery;
  - (ix) in accordance with any relevant Statement of Work;
  - (x) in accordance with the Specifications; and
  - (xi) otherwise in accordance with the other requirements of this Agreement; and
- (b) provide Deliverables to the Customer which:
- (i) are of high quality and are fit for the purpose for which they are required as detailed in, or reasonably ascertainable from, the Order Documents;
  - (ii) achieve Acceptance;
  - (iii) where applicable, will (on delivery, or at the time of performance of the relevant Supplier's Activities in relation to the applicable Deliverable(s)):
    - A. have been tested and verified, in accordance with Best Industry Practice, to be free from any Viruses; and
    - B. be compatible and interoperable with those features or characteristics of the Customer Environment described in the Order Documents and will not detrimentally affect the operation or performance of the Customer Environment or any part thereof.

## 15.2 Service standards and Service Levels

- (a) The Supplier must carry out the Supplier's Activities in a manner that meets or exceeds any Service Levels or, if none are specified in the Order Documents, in a timely and efficient manner taking into account the Supplier's obligations under this Agreement.
- (b) Unless otherwise specified in the Order Documents, the Supplier agrees to:
  - (i) measure its performance under this Agreement against any Service Levels;
  - (ii) provide the Customer with the results of all performance reviews;
  - (iii) use appropriate measurement and monitoring tools and procedures to measure performance accurately; and

- (iv) provide the Customer with sufficient information in relation to the Supplier's assessment and monitoring of its performance pursuant to this clause 15.
- (c) The Supplier's liability under clause 15.2(a) is reduced to the extent that the failure to meet or exceed a Service Level was caused or contributed to by the:
  - (i) breach or negligence of the Customer;
  - (ii) unavailability or failure of any Critical CSI; or
  - (iii) acts or omissions of an Other Supplier.

### **15.3 Consequences for failing to meet a Service Level**

- (a) If the Supplier fails to meet any applicable Service Levels, it will:
  - (i) notify the Customer of the Service Level failure in accordance with clause 15.6;
  - (ii) provide timely updates to the Customer's Representative, in accordance with the incident notification requirements in the Service Levels or on request by the Customer, in relation to the progress being made in rectifying the failure;
  - (iii) promptly take whatever action that is commercially reasonable to minimise the impact of the failure;
  - (iv) correct the failure as soon as practicable;
  - (v) promptly take all necessary actions to prevent the recurrence of the failure and any other failure resulting from the same facts, circumstances or root cause(s); and
  - (vi) where requested by the Customer or specified in the Order Documents, promptly investigate the facts, circumstances or root cause(s) of the failure and promptly following conclusion of the investigation, deliver to the Customer a written report identifying such facts, circumstances or root cause(s) in the form requested by the Customer.
- (b) Without limiting any right or remedy available to the Customer under this Agreement or at Law, if the Supplier does not meet a Service Level, then the consequences for failing to meet a Service Level will be as set out in the Order Documents (such as service credits, service rebates or termination rights).
- (c) The parties acknowledge and agree that any service credits or service rebates calculated in accordance with the Order Documents:
  - (i) reflect the provision of a lower level of service than is required under this Agreement; and
  - (ii) are reasonable and represent a genuine pre-estimate of the diminution in value the Customer will suffer, as represented by an adjustment to the Price, as a result of the delivery by the Supplier of a lower level of service than that required by the applicable Service Level, but are not an exclusive remedy with respect to other categories of Loss.

## 15.4 Performance reports

The Supplier must provide to the Customer's Representative the following written or electronic reports and reporting tools:

- (a) a monthly (unless a different frequency is specified in the Order Form) report on the performance and availability of the Services and/or Deliverables in respect of the immediately preceding month, including detail relating to:
  - (i) the quantity of Services and/or Deliverables supplied to the Customer (including, where applicable, the rates of utilisation);
  - (ii) the total Price paid by the Customer in respect of that reporting period and cumulatively over the Term to date, tracked over time and usage, including any applicable discounts, credits, rebates and other benefits; and
  - (iii) any other matters specified in the Order Form;
- (b) a monthly report of the Supplier's performance against any Service Levels, including any accrued service credits or service rebates;
- (c) the additional reports specified in the Module Terms and Order Form for the time period specified in those documents (which may include, where so specified, access to real-time or near-real time reporting capability); and
- (d) any other reports as reasonably requested by the Customer from time to time, including as may be required by the Customer to enable the Customer to meet its internal or New South Wales Government compliance, regulatory and operational reporting obligations.

## 15.5 Performance reviews

- (a) If it is stated in Item 25 of the Order Form that the parties must conduct a service and performance review of the Supplier's performance under this Agreement, then the parties must conduct such reviews at the intervals and in accordance with any requirements in the Order Form (or as otherwise agreed between the parties).
- (b) All reviews must be undertaken by representatives of both parties who have the authority, responsibility and relevant expertise in financial and operational matters appropriate to the nature of the review. Where this Agreement is made under a MICTA, either party may request the involvement of the Contract Authority in any review.

## 15.6 Notice

The Supplier must notify the Customer immediately if it becomes aware that it is not able to, or reasonably anticipates that it is not able to, perform the Supplier's Activities in accordance with the performance standards and requirements specified in this Agreement.

## 15.7 Meetings

- (a) The Supplier's Representative must meet with the Customer's Representative or other Personnel at the times and at the locations specified in the Order Form or as otherwise agreed between the parties in writing.
- (b) The parties agree that meetings may be held by video or teleconference if required by the Customer.

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## 16. Liquidated Damages

- (a) This clause 16 applies if Item 29 of the Order Form provides for Liquidated Damages to be payable in relation to a failure by the Supplier to meet a Key Milestone.
- (b) If the Supplier fails to meet a Key Milestone, the Supplier must pay the Customer the amount of Liquidated Damages set out in, or otherwise calculated in accordance with, Item 29 of the Order Form in relation to the period between the relevant Key Milestone and the date on which the:
  - (i) Supplier achieves the relevant Key Milestone; or
  - (ii) Customer terminates the relevant Order (or this Agreement),
 but subject always to the maximum number of days (if any) for which Liquidated Damages are payable, or maximum percentage of the value of applicable Prices, as may be specified in Item 29 of the Order Form.
- (c) The Supplier acknowledges that the Liquidated Damages payable under this clause 16 are a reasonable and genuine pre-estimate of the Loss likely to be suffered by the Customer in respect of a failure by the Supplier to meet the relevant Key Milestone. However, they do not limit the rights or remedies of the Customer to claim Loss from the Supplier in the event that the amount of Loss actually incurred by the Customer exceeds such genuine pre-estimate, in the amount of the difference between such Loss actually incurred and the Liquidated Damages payable under this clause 16.
- (d) The Supplier will not be liable to pay Liquidated Damages to the extent that the Supplier's failure to achieve a Key Milestone was caused or contributed to by the:
  - (i) breach or negligence of the Customer;
  - (ii) unavailability or failure of any Critical CSI; or
  - (iii) acts or omissions of an Other Supplier.

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## 17. Intellectual Property

### 17.1 Ownership of Existing Materials

Unless otherwise specified in Item 37 of the Order Form, the parties agree that nothing in this Agreement will affect the ownership of the Intellectual Property Rights in any Existing Materials.

### 17.2 Licence to use Existing Materials

- (a) Unless otherwise specified in the applicable Module Terms or in Item 37 of the Order Form, the Supplier grants to the Customer an irrevocable, non-exclusive, worldwide, transferable, royalty-free licence to use, copy, adapt, translate, reproduce, modify, communicate and distribute any Intellectual Property Rights in the Supplier's Existing Materials for any purpose in connection with the:
  - (i) Customer performing its obligations and exercising its rights under this Agreement;
  - (ii) full use of any Services and/or Deliverables in which the Supplier's Existing Material is incorporated, including installing, operating, upgrading, modifying, supporting, enhancing and maintaining the



Deliverables or integrating them with any other software, systems, equipment or infrastructure owned, operated or maintained by the Customer or a Government Agency;

- (iii) performance of tests and other quality assurance processes, including Acceptance Tests, in relation to the Deliverables and systems that may integrate or interoperate with the Deliverables; or
  - (iv) carrying out, or exercise, of the functions or powers of the Customer, a Government Agency or the Crown, including any statutory requirements concerning State records or auditing.
- (b) Where:
- (i) the Supplier's Existing Material is incorporated into any New Materials; and
  - (ii) clause 17.4(b) applies in respect of those New Materials,
- then the licence granted in clause 17.2(a) will also include, in respect of the Supplier's Existing Materials, an equivalent right and licence to that described in clause 17.4(b), to the extent required to support the exploitation and commercialisation of the Intellectual Property Rights in the relevant New Materials under that clause (but excluding commercial exploitation of the Supplier's Existing Materials independently of the New Materials in which they are incorporated).
- (c) The rights and licences granted by the Supplier to the Customer under clause 17.2(a):
- (i) do not permit the Customer to sell, monetise or commercialise the Supplier's Existing Materials, except as otherwise stated in Item 37 of the Order Form; and
  - (ii) are sub-licensable by the Customer (on the same terms, for the same period and for the same purposes as set out in clause 17.2(a)), without additional charge to any:
    - A. contractor, subcontractor or outsourced service provider (subject to such persons being under reasonable obligations of confidentiality owed to the Customer or another Government Agency) acting on behalf of, or providing products and/or services for the benefit of, the Customer or a Government Agency; or
    - B. Government Agency.
- (d) Unless otherwise specified in Item 37 of the Order Form, the Customer grants to the Supplier, a non-exclusive, non-transferable, revocable, worldwide, royalty-free licence to use the Intellectual Property Rights in the Customer's Existing Materials, to the extent required for the Supplier to perform, and solely for the purposes of the Supplier performing, its obligations under this Agreement.

### **17.3 Ownership of New Materials**

- (a) Unless otherwise specified in Item 37 of the Order Form, where the Supplier creates New Materials in carrying out the Supplier's Activities, the ownership of all Intellectual Property Rights in those New Materials vests in, or is transferred or assigned to, the Supplier immediately on creation.

- (b) If the parties agree in Item 37 of the Order Form that the Intellectual Property Rights in any New Materials will be owned by the Customer, then ownership of all Intellectual Property Rights in those New Materials vests in the Customer immediately on creation or is transferred or assigned by the Supplier to the Customer immediately on creation, free of any encumbrances, security interests and third party rights.

#### **17.4 Customer licence to use Supplier owned New Materials**

- (a) Where the Supplier owns the Intellectual Property Rights in any New Materials, unless otherwise specified in the applicable Module Terms or in Item 37 of the Order Form, the Supplier grants to the Customer an irrevocable, non-exclusive, worldwide, transferable, royalty-free licence to use, copy, adapt, translate, reproduce, modify, communicate and distribute the Intellectual Property Rights in such New Materials, for any purpose in connection with the:
- (i) Customer performing its obligations and exercising its rights under this Agreement;
  - (ii) full use of any Services and/or Deliverables in which New Material is incorporated, including installing, operating, upgrading, modifying, supporting, enhancing and maintaining the Deliverables or integrating them with any other software, systems, equipment or infrastructure owned, operated or maintained by the Customer or a Government Agency;
  - (iii) performance of tests and other quality assurance processes, including Acceptance Tests, in relation to the Deliverables and systems that may integrate or interoperate with the Deliverables; or
  - (iv) carrying out, or exercise, of the functions or powers of the Customer, a Government Agency or the Crown, including any statutory requirements concerning State records or auditing.
- (b) Where specified in Item 37 of the Order Form, the licence granted in clause 17.4(a) will also include the right and licence to exploit and commercialise the Intellectual Property Rights in New Materials for the purposes specified in clause 17.4(a) or such other purposes specified in Item 37 of the Order Form.
- (c) The rights and licences granted by the Supplier to the Customer under clauses 17.4(a) and 17.4(b) are sub-licensable by the Customer (on the same terms and for the same purposes as set out in those clauses) to any person, without additional charge, including to any:
- (i) contractor, subcontractor or outsourced service provider (subject to such persons being under reasonable obligations of confidentiality owed to the Customer or another Government Agency (as applicable)) acting on behalf of, or providing products and/or services for the benefit of, the Customer or a Government Agency; or
  - (ii) Government Agency.

#### **17.5 Licence term**

Except where otherwise specified in Item 37 of the Order Form or in the applicable Module Terms, the licences granted under clauses 17.2 and 17.4 will be perpetual in relation to the purposes specified in those clauses.

## 17.6 Supplier Licence to use Customer owned New Materials

Where it is specified in Item 37 of the Order Form that Intellectual Property Rights in any New Materials are owned by the Customer, then to the extent required to enable the Supplier to perform its obligations under this Agreement, the Customer grants to the Supplier, a non-exclusive, non-transferable, revocable, worldwide, royalty-free licence to use the Intellectual Property Rights in those New Materials, to the extent required for the Supplier to perform, and solely for the purposes of the Supplier performing, its obligations under this Agreement.

## 17.7 Third party Intellectual Property Rights

Unless stated otherwise in Item 37 of the Order Form or the applicable Module Terms, the Supplier must, in respect of any third party Intellectual Property Rights used in the production of Deliverables, included in any Deliverables, or required by the Customer to receive the Services:

- (a) ensure that it procures for the Customer a licence on terms no less favourable than:
  - (i) the terms set out in this clause 17 or any applicable Module Terms; or
  - (ii) on such other terms specified in Item 37 of the Order Form;
- (b) ensure that the use of such third party Intellectual Property Rights does not constrain the Customer's use of the Services or any Deliverables; and
- (c) otherwise, not use any third party Intellectual Property Rights in the provision of the Services or the production of any Deliverables.

## 17.8 Open Source Software

- (a) The Supplier must not, without the prior written consent of the Customer:
  - (i) develop or enhance any Deliverable using Open Source Software; or
  - (ii) incorporate any Open Source Software into any Deliverable.
- (b) In requesting any consent from the Customer under clause 17.8(a), the Supplier must provide the Customer with:
  - (i) complete and accurate copies of any licence agreement, the terms and conditions of which would apply to the proposed use or incorporation of the Open Source Software into a relevant Deliverable; and
  - (ii) a description of how such use or incorporation may affect the provision of the Supplier's Activities, the Customer's licence rights under this Agreement and the Customer's and Customer Users' uses or other dealings with the relevant Deliverable,

for the Customer's review and consideration.
- (c) Where the Customer provides its consent in relation to the use or incorporation of any Open Source Software under clause 17.8(a) the:
  - (i) Customer must comply with the terms and conditions notified to it in clause 17.8(b)(i) in relation to the use of that Open Source Software: and
  - (ii) Supplier must ensure that the use of that Open Source Software will not:
    - A. result in an obligation to disclose, licence or otherwise make available any part of the Customer Environment, software of

the Customer, Customer Data or Confidential Information to any third party; or

- B. diminish the Supplier's obligations or the Customer's rights under this Agreement.

## 17.9 Consents and Moral Rights

- (a) Prior to provision to the Customer or use in connection with this Agreement, the Supplier must ensure that it obtains all necessary consents from all authors of all Materials and Deliverables provided or licenced to the Customer under this Agreement to any use, modification or adaptation of such Materials and Deliverables to enable the Customer to fully exercise its Intellectual Property Rights under this Agreement, including:
- (i) the use, modification or adaptation of the Materials or Deliverables; or
  - (ii) any other dealing which might otherwise constitute an infringement of the author's Moral Rights.
- (b) To the extent the Customer provides any CSI for use by the Supplier and that CSI incorporates any Intellectual Property Rights, the Customer must procure all necessary:
- (i) licences of Intellectual Property Rights in that CSI; and
  - (ii) Moral Rights consents from all authors of that CSI,

to the extent required to enable the Supplier to perform, and solely for the purposes of the Supplier performing, its obligations under this Agreement with respect to that CSI.

## 17.10 Prohibited activities

The licences granted to the Customer under clauses 17.2 and 17.4 do not permit the Customer to disassemble, decompile or reverse engineer any software-based elements of the materials licensed under those clauses, provided that this restriction shall not apply to the extent it would not be permissible under the *Copyright Act 1968* (Cth) in relation to particular acts conducted for certain purposes, as specified in that legislation.

## 17.11 Additional obligations

The Supplier must, at its cost, do all acts (and procure that all relevant persons do all acts) as may be necessary to give effect to the intellectual property provisions in this clause 17, including by executing (or procuring the execution of) any required documents or effecting any required registrations.

## 17.12 Warranties and acknowledgements

- (a) The Supplier represents, warrants and undertakes that:
- (i) it has all the Intellectual Property Rights and has procured the necessary Moral Rights consents required to:
    - A. carry out the Supplier's Activities; and
    - B. enable the Customer and each Customer User (or other permitted licensee) to use the requisite Services and/or Deliverables in the manner envisaged by this Agreement; and

- (ii) its supply of the requisite Services and/or Deliverables to the Customer, and the Customer's, Customer Users' (and other permitted licensees') use of them in the manner envisaged by this Agreement will not infringe any Intellectual Property Rights or Moral Rights.
- (b) The Supplier acknowledges and agrees that the Intellectual Property Rights and licences (as applicable) granted under this Agreement (including this clause 17) do not limit or reduce the Supplier's or its Personnel's obligations under this Agreement with respect to the Customer's Confidential Information, Personal Information and Customer Data.

### **17.13 Replacement of Deliverables**

Without limiting the Customer's rights under clause 34.1(c), if any Claim of the kind described in that clause is made or brought in respect of Intellectual Property Rights or Moral Rights, the Supplier must, at its election and at no additional cost to the Customer:

- (a) procure for the Customer the right to continue to use the Services and/or Deliverables on terms no less favourable than those set out in this Agreement;
- (b) promptly replace or modify the Services and/or Deliverables so that the alleged infringement ceases and the replaced or modified Services and/or Deliverables provides the Customer with no less functionality and performance as that required by this Agreement; or
- (c) only where the options in paragraphs (a) and (b) are not reasonably possible and subject to prior consultation with and receipt of approval from the Customer, accept return of the affected Deliverable or cease to provide the affected Service (as applicable) and, within 30 days, refund the Customer any fees paid for the relevant Service and/or Deliverable, subject to any reasonable deduction for any in-production use already made by the Customer of the relevant Service and/or Deliverable.

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## **18. Escrow**

- (a) If specified in Item 38 of the Order Form (or if otherwise agreed between the parties in writing) that any Escrow Materials are to be held in escrow, the Supplier must arrange for:
  - (i) itself, the Customer and an escrow agent approved by the Customer to enter into an escrow agreement in such other form as may be prescribed by the relevant escrow agent and agreed by the parties in writing; or
  - (ii) the Customer to become a party to an escrow arrangement which already covers the Escrow Materials which the Customer regards as a satisfactory arrangement.
- (b) Any escrow arrangement to which the Customer becomes a party under clause 18(a) must continue in effect for at least the period stated in Item 38 of the Order Form, unless otherwise agreed between the parties in writing.
- (c) The Supplier must consult with, and comply with the reasonable directions of, the Customer in any negotiations with the escrow agent arising under clause 18(a).
- (d) Any escrow arrangement must be entered into by the timeframe specified in Item 38 of the Order Form, or if no timeframe is specified, as otherwise reasonably required by the Customer.

## PART C: DATA AND SECURITY

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### 19. Customer Data

#### 19.1 Obligations in relation to Customer Data

- (a) This clause 19 applies where the Supplier or its Personnel obtains access to, or collects, uses, holds, controls, manages or otherwise processes, any Customer Data in connection with this Agreement.
- (b) The Supplier acknowledges and agrees that it obtains no right, title or interest with respect to any Customer Data, other than a right to use Customer Data for the sole purpose of, and only to the extent required for, the carrying out of the Supplier's Activities in accordance with this Agreement.
- (c) As between the Supplier and Customer, all rights in and in relation to Customer Data remain with the Customer at all times and the Supplier assigns all rights, title and interest in the Customer Data to the Customer on creation. The Supplier agrees to do all things necessary to assign or vest ownership of all rights in Customer Data to the Customer on creation.
- (d) The Supplier must:
  - (i) not use any Customer Data for any purpose other than for the sole purpose of, and only to the extent required for, carrying out the Supplier's Activities in accordance with this Agreement;
  - (ii) not sell, assign, lease or commercially transfer or exploit any Customer Data;
  - (iii) not perform any data analytics on Customer Data, except to the sole extent permitted by this Agreement;
  - (iv) ensure that all of its Personnel who access, or have the ability to access, Customer Data are appropriate to do so, including passing any background or security checks as required by this Agreement;
  - (v) apply to the Customer Data the level of security and (if applicable) encryption that is required under this Agreement;
  - (vi) apply technical and organisational controls which are appropriate to ensure that all Customer Data is at all times protected from any unauthorised access, modification or disclosure and only handled and processed in accordance with the terms of this Agreement and any other security requirements reasonably specified by the Customer; and
  - (vii) ensure that Customer Data is at all times managed in accordance with the *State Records Act 1998* (NSW) (to the extent applicable); and
  - (viii) ensure that its Personnel (including subcontractors) comply with this clause 19.1(d) and manage and safeguard Customer Data in accordance with all other requirements of this Agreement.

#### 19.2 Security of Customer Data

- (a) The Supplier must comply with the security requirements set out in this Agreement, including in the Order Documents (**Information Security Requirements**) in carrying out the Supplier's Activities.

- (b) The Supplier must establish, maintain, enforce and continuously improve its safeguard and security measures, and take all reasonable steps, to ensure that Customer Data is protected against misuse, interference and loss, and from unauthorised access, modification or disclosure.
- (c) The Supplier must immediately notify the Customer where it is or may be required by Law to disclose any Customer Data to any third party contrary to the terms of this Agreement.

### **19.3 Location of Customer Data**

- (a) The Supplier must not:
  - (i) transfer, store, process, access, disclose or view Customer Data; or
  - (ii) perform any of its obligations under this Agreement which could involve Customer Data being stored, processed, accessed, disclosed or viewed, outside of New South Wales, Australia, except in accordance with clause 19.3(b).
- (b) Notwithstanding clause 19.3(a), the Supplier may transfer, store, process, access, disclose or view Customer Data outside of New South Wales:
  - (i) if permitted under the Order Form or any relevant Module Terms;
  - (ii) at the locations specified in the Order Documents (or as otherwise agreed to in writing in advance by the Customer); and
  - (iii) subject to the Supplier's and its Personnel's compliance with the Data Location Conditions.

### **19.4 Backup of Customer Data**

- (a) If specified in the Order Documents that the Supplier is required to make and store backup copies of Customer Data as part of the Services, the Supplier must make and store backup copies of the Customer Data in accordance with all requirements (including as to frequency, maturity of backup and approved locations) set out or referenced in this Agreement (including the Module Terms and Order Form) or as otherwise reasonably required by the Customer by notice to the Supplier.
- (b) Where clause 19.4(a) applies, the Supplier must check the integrity of all backup Customer Data annually (or at such other time required by the Order Form).

### **19.5 Restoration of lost Customer Data**

Notwithstanding any other rights the Customer may have under this Agreement, if as a result of any act or omission of the Supplier or its Personnel in the carrying out of the Supplier's Activities or in discharging their privacy or security obligations under this Agreement:

- (a) any Customer Data is lost; or
- (b) there is any unauthorised destruction or alteration of Customer Data,

the Supplier must take all practicable measures to immediately restore the Customer Data (including, where applicable, in accordance with any requirements specified in the Order Documents). Any such measures will be at the Supplier's sole cost where and to the extent such loss, destruction or alteration to the Customer Data was caused or contributed to by an act or omission of the Supplier or any of its Personnel.

## 19.6 Rights to access, use, extract and retrieve Customer Data

Where Customer Data is in the Supplier's possession or control, the Supplier must enable the Customer to:

- (a) access, use and interact with the Customer Data (which may be through access controls identified in the Order Documents); and
- (b) extract, retrieve and/or permanently and irreversibly delete those copies of the Customer Data which are in the Supplier's possession or control (which may be performed by self-service tools), or otherwise provide the Customer Data to the Customer:
  - (i) in accordance with all applicable timeframes and requirements under this Agreement;
  - (ii) at no additional charge to the Customer;
  - (iii) in a human readable, commonly accepted format which does not require the Customer to purchase additional licences it does not already hold, or in the same format as the Customer Data was uploaded (for example, a semi-structured format); and
  - (iv) in order to maintain the relationships and integrity of those copies of the Customer Data.

## 19.7 Record, retention, return and destruction of the Customer Data

- (a) If specified in the Order Form, the Supplier must:
  - (i) establish, keep and maintain complete, accurate and up-to-date records of all Customer Data accessed, collected or changed by it; and
  - (ii) make copies of the records referred to in clause 19.7(a)(i) available to the Customer immediately upon request.
- (b) On the date that any Customer Data is no longer needed for the purposes of the Supplier carrying out the Supplier's Activities (or should the Customer notify the Supplier that the Customer Data is no longer needed), the Supplier must at its sole cost:
  - (i) immediately stop using the relevant Customer Data (except as permitted under this Agreement); and
  - (ii) at the Customer's direction (subject to clause 19.7(c)):
    - A. securely and permanently destroy all records and backups of the Customer Data in accordance with the timeframes under this Agreement and supply the Customer's Representative with a certificate of destruction that confirms that this has occurred; or
    - B. securely return all records of Customer Data to the Customer in accordance with the timeframes under this Agreement.
- (c) The Supplier will be entitled to retain copies of records of Customer Data to the extent, and only for the period, that such retention is mandated by any Laws to which the Supplier is subject.
- (d) The Supplier acknowledges and agrees that:



- (i) where the Order Documents specify additional requirements for the capture and retention of audit log data, including categories of data and periods of retention, the Supplier must comply with those requirements; and
- (ii) notwithstanding anything to the contrary in this Agreement, no Customer Data should be destroyed until the Supplier has met the data retrieval requirements under clause 32.1.

## 19.8 General

- (a) If requested by the Customer, the Supplier must provide the Customer with a report setting out how it will comply, and has complied, with its obligations under this clause 19.
- (b) Where applicable, the Supplier must comply with any additional obligations relating to Customer Data as may be specified in the Order Documents.
- (c) For clarity, nothing in this clause 19 relieves the Supplier of its obligations under clause 20.

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## 20. Privacy

### 20.1 Protection and use of Personal Information

- (a) If the Supplier or its Personnel obtains access to, or collects, uses, holds, controls, manages or otherwise processes, any Personal Information in connection with this Agreement (regardless of whether or not that Personal Information forms part of the Customer Data), the Supplier must (and must ensure that its Personnel):
  - (i) comply with all Privacy Laws, as though it were a person subject to those Privacy Laws;
  - (ii) only use that Personal Information for the sole purpose of carrying out the Supplier's Activities;
  - (iii) not disclose the Personal Information to any other person without the Customer's prior written consent, which may be given in respect of classes or categories of subcontractors or types of subcontracted activities and made subject to any applicable conditions;
  - (iv) not transfer the Personal Information outside New South Wales, Australia or access it, or allow it to be accessed, from outside New South Wales, Australia unless permitted in the Order Form or relevant Module Terms and subject to the Supplier's and its Personnel's compliance with the Data Location Conditions;
  - (v) protect the Personal Information from unauthorised loss, access, use, disclosure, modification and other misuse and in accordance with the security requirements under this Agreement;
  - (vi) if it becomes aware, or has reasonable grounds to suspect that there has been an actual, alleged or suspected Security Incident involving the Personal Information:
    - A. immediately make all reasonable efforts to contain the Security Incident involving Personal Information;
    - B. comply with clause 22;

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- C. unless otherwise directed by the Customer, comply with the Customer's published data breach policy and any data breach procedures and documentation specified in the Order Form, as well as any other Policies, Codes and Standard relevant to the management, mitigation and response to a Security Incident;
  - D. comply with any reasonable direction (including as to timeframes) from the Customer with respect to a Security Incident involving Personal Information (which may include, for example, activities to support the Customer's response to the Security Incident and compliance with the New South Wales mandatory notification of data breach scheme); and
  - E. take all reasonable steps to prevent such a Security Incident involving Personal Information from recurring; and
- (vii) notify the Customer as soon as reasonably possible if the Supplier is approached by any privacy commissioner or other Authority concerning any Personal Information.
- (b) Where the Supplier is required by Law to produce or disclose any information or to develop or provide any response or explanation to an Authority in relation to any incident (including any privacy breach) concerning the handling, management, safekeeping or protection of any Personal Information in connection with this Agreement, it must (to the extent such action is permitted by Law), provide notice to the Customer as soon as reasonably possible of the nature and content of the information to be produced or disclosed and, prior to providing a response to the Authority or disclosing any Personal Information, engage in reasonable consultation with the Customer regarding its proposed response or explanation.

## 20.2 Data Management and Protection Plan

- (a) Where the Supplier or its Personnel collects, uses, discloses, holds or otherwise processes any Personal Information in connection with this Agreement, the Supplier must, for the duration of those activities, have and maintain (and prepare and implement, if not already in existence) a Data Management and Protection Plan that caters for the handling of that Personal Information.
- (b) The Data Management and Protection Plan must be provided to the Customer's Representative within five Business Days following the Commencement Date or such other time as agreed between the parties in writing.
- (c) The Data Management and Protection Plan must:
  - (i) set out measures for how the Supplier and its Personnel will:
    - A. comply with the Privacy Laws; and
    - B. protect Personal Information;
  - (ii) be consistent with the Privacy Laws and the security and privacy requirements under this Agreement, provided that, where the Privacy Laws and the security and privacy requirements under this Agreement both address standards in respect of same subject matter, the Data Management and Protection Plan must reflect the higher standard; and
  - (iii) cover such other matters as reasonably required by the Customer.

- (d) The Supplier must review and update the Data Management and Protection Plan annually or at such other times as reasonably required by the Customer to address a Security Incident or breach of this Agreement.
- (e) The Supplier must comply with its latest Data Management and Protection Plan and provide the latest copy of that Plan to the Customer's Representative on request.

### 20.3 No limitation of obligations

Nothing in this clause 20 is intended to limit any obligations that the Supplier has at Law with respect to privacy and the protection of Personal Information.

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## 21. Security

### 21.1 Scope of the Supplier's security obligations

- (a) Without limiting any other security obligation under this Agreement, the Supplier's security obligations under this clause apply to:
  - (i) the Supplier's Activities; and
  - (ii) Customer Data and Personal Information, where and to the extent that the Supplier or its Personnel is in the possession of, controls, or is able to control, such data and information.
- (b) For the purposes of this clause 21, "**control**" includes controlling, managing, processing, generating, capturing, collecting, transferring, transmitting, deleting and destroying.

### 21.2 Supplier's security obligations

- (a) The Supplier must implement, maintain and enforce a formal program of technical and organisational security measures (including an audit and compliance program) relating to ICT security and cyber security that is in accordance with:
  - (i) this clause 21; and
  - (ii) the standards or requirements specified in Item 40 of the Order Form, (**Security Program**), provided that, where clause 21 and the standards or requirements specified in the Order Form both address standards in respect of the same subject matter, the Security Program must reflect the higher standard.
- (b) The Security Program must be designed to:
  - (i) monitor, audit, detect, identify, report and protect against Security Incidents, Viruses, and any other threats or hazards to the security or integrity of the Customer's operations or the Services and Deliverables in carrying out the Supplier's Activities;
  - (ii) ensure the security (including the confidentiality, availability and integrity) of the Services and Deliverables in accordance with the requirements of this Agreement;
  - (iii) ensure the continuity of the Customer's access to, and use of, the Services and Deliverables and in a manner that achieves any applicable Service Levels. This includes continuity of access and use during any

- business continuity event, Disaster recovery event, scheduled or unscheduled maintenance and similar events;
- (iv) manage any potential security risks in the Supplier's supply chains that bear upon the Supplier's Activities;
  - (v) monitor, detect, identify and protect against fraud and corruption by the Supplier's organisation and the Supplier's Personnel; and
  - (vi) ensure that the Security Program is comprehensive in covering all components of the Supplier's Activities and protects data in accordance with this Agreement.
- (c) Without limiting its obligations under clause 21.2(a), the Supplier must ensure its Security Program complies, and is consistent, with the Policies, Codes and Standards (to the extent applicable to security).
  - (d) The Supplier must regularly review and continuously improve the Security Program to ensure it remains current and up-to-date and continues to satisfy the requirements of this clause 21.2 and is in accordance with Best Industry Practice.
  - (e) If specified in Item 40 of the Order Form, the Supplier must have, obtain and maintain from the Commencement Date and for the duration of the Supplier's Activities the security certifications specified or referenced in Item 40 of the Order Form from an accredited, independent, third party register or accredited, independent third party certification body. Unless otherwise specified in Item 40 of the Order Form, the certifications must be updated at least annually and must comply with any specific certification requirements set out in the Order Form.
  - (f) Without limiting this clause 21.2, the Supplier must comply with any additional security obligations or standards specified in the Order Form.

### 21.3 Audits and compliance

- (a) The Supplier must audit its compliance with its Security Program and security obligations under this Agreement in accordance with any timeframes specified in the Order Documents and, where no such timeframes are specified, on an annual basis.
- (b) The Supplier must provide the Customer, at the Customer's request, with electronic copies of:
  - (i) any security certifications required by this clause 21 and a copy of each renewal of these certifications;
  - (ii) a description of the Supplier's information security management system and cyber security management system;
  - (iii) all reports relating to:
    - A. any external or internal audits of the Supplier's security systems (to be provided for the most recent period available), including follow-up reports on audit action items; and
    - B. where applicable, the integrity of any data backups required to be undertaken as part of the Supplier's Activities;
  - (iv) evidence that a vulnerability and security management process is in place within its organisation that includes ongoing and routine vulnerability scanning, patching and coverage verification, with a

frequency commensurate with any applicable security requirements specified in the Order Form, or where no requirements are specified, Best Industry Practice. This can include copies of relevant policies, scan results, vulnerability reports, registers of vulnerabilities and patch reports;

- (v) evidence that (if applicable) penetration and security testing (including any Acceptance Tests set out in the Order Form) are carried out:
  - A. prior to, and directly after, new systems are moved into production or in the event of a significant change to the configuration of any existing system; or
  - B. at such other times specified in the Order Form; and
- (vi) evidence that high and extreme Inherent Risks identified in audits, vulnerability scans and tests have been remediated,

which must contain (at a minimum) full and complete details of information and reports insofar as they relate to the Supplier's Activities. Where the Supplier is not permitted to provide the Customer with any of the foregoing (due to confidentiality obligations to third parties or because to do so would cause the Supplier to breach any Law or relevant security certification that the Supplier is subject to), the Supplier may (acting reasonably) redact those components that it is not permitted to provide to the Customer but only to the fullest extent needed to prevent the Supplier's non-compliance.

- (c) Without limiting clause 11.3(a)(ii), the Supplier must run initial and annual mandatory security awareness training for all of the Supplier's Personnel involved in carrying out the Supplier's Activities under this Agreement and ensure that those Personnel have completed the initial training prior to carrying out the Supplier's Activities.
- (d) At the Customer's request, the Supplier must implement any audit findings or recommendations arising from an audit conducted under clause 21.3(a) and reasonably demonstrate to the Customer the implementation of such findings and recommendations.

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## 22. Security Incidents

### 22.1 Notification of Security Incidents

If the Supplier becomes aware, or has reasonable grounds to suspect, that there has been a Security Incident, the Supplier must immediately:

- (a)
  - (i) notify the Customer and also notify the Contract Authority where this Agreement is made pursuant to a MICTA; and
  - (ii) at the same time as providing notice pursuant to clause 22.1(a)(i), provide to the Customer, to the extent known at the time, the following information:
    - A. the date of the Security Incident;
    - B. a description of the Security Incident (including whether the Security Incident involved any Personal Information);
    - C. how the Security Incident occurred;

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- D. where the Security Incident involves Personal Information, the following:
- 1) the type of breach that occurred;
  - 2) the amount of time the Personal Information was disclosed for; and
  - 3) the total (or estimate total) number of individuals affected or likely to be affected by the breach
- E. whether the Security Incident is a cyber incident, and if so, details of the cyber incident; and
- F. such other information relating to the Security Incident that the Customer or its Personnel requires in order to comply with Privacy Laws (and as notified to the Supplier).
- (b) Where the information set out under clause 22.1(a)(ii) is not known by the Supplier at the time of providing notice pursuant to clause 22.1(a)(i), the Supplier must expeditiously take steps to investigate and identify the information and promptly provide the outstanding information to the Customer's Representative once known

## 22.2 Actions required in relation to a Security Incident

- (a) Where the:
- (i) Supplier becomes aware, or has reasonable grounds to suspect, that there has been a Security Incident; or
  - (ii) Customer notifies the Supplier that the Customer has reasonable grounds to suspect that a Security Incident has occurred or is about to occur,
- then, the Supplier must:
- (iii) comply with clause 22.1;
  - (iv) expeditiously assess, investigate and diagnose the Security Incident (including to identify the root cause of the Security Incident, the risks posed by the Security Incident and identify how these risks could be addressed) and, on the Customer's request, provide the results of that assessment and investigation to the Customer's Representative within the timeframe requested by the Customer;
  - (v) manage and contain the Security Incident and mitigate the impact of the Security Incident (working on a 24 x 7 basis if required);
  - (vi) develop and adopt a remediation Plan addressing the rectification of, and the prevention of the future recurrence of the facts and circumstances giving rise to, the Security Incident (**Remediation Plan**);
  - (vii) cooperate with the Customer, the Customer's Personnel or any assessor appointed by the Customer in connect with the assessment, investigation, diagnosis, response and resolution of the Security Incident (including so as to ensures the Customer able to satisfy its notification and reporting obligations within the timeframes and requirements under the Privacy Laws); and

- (viii) comply with additional plans, actions and requirements relating to the Security Incident as specified in Item 42 of the Order Form, the Order Documents or as required by Law or any Authority.
- (b) The Supplier must:
  - (i) within 48 hours after the Supplier's initial awareness or notification of the Security Incident in accordance with clause 22.1(a)(i) (or such earlier period agreed by the parties to enable the Customer to comply with Laws), provide to the Customer, to the extent known at that time:
    - A. a list of actions taken by the Supplier to date to mitigate the impact of the Security Incident;
    - B. a summary of the records impacted, or which may be impacted, and any Customer Data and other information that has been or may have been lost, accessed or disclosed as a result of the Security Incident; and
    - C. the estimated time to resolve the Security Incident;
  - (ii) provide any assistance reasonably required by the Customer or any Authority in relation to any criminal, regulatory or other investigation or inquiry relating to the Security Incident;
  - (iii) promptly update the Remediation Plan to address any concerns reasonably raised by the Customer, following which the Supplier must implement the Remediation Plan in accordance with the timeframes agreed by the Customer;
  - (iv) following implementation of the Remediation Plan (or upon the earlier resolution of the Security Incident), provide to the Customer:
    - A. a list of all actions taken by the Supplier to mitigate and remediate the Security Incident; and
    - B. evidence verifying (where applicable) that the remediation activities undertaken have successfully resolved the underlying cause of the Security Incident (for example, by sharing the results of relevant penetration tests or vulnerability scans;
  - (v) review and learn from the Security Incident to improve security and data handling practices and prevent future Security Incidents from occurring.
- (c) For clarity, nothing in this clause 22:
  - (i) requires the Supplier to provide the Customer with specific details that relate to the Supplier's other customers or would breach any applicable Laws; and
  - (ii) limits the Supplier's obligations at Law with respect to the notification and resolution of Security Incidents.

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## 23. Confidentiality

- (a) Where either party (**Recipient**) receives or otherwise possesses Confidential Information of the other party (**Discloser**), the Recipient must:
  - (i) keep it confidential;

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- (ii) in the case of the Supplier or its Personnel, only use it where required to exercise its rights or perform its obligations under this Agreement; and
- (iii) not disclose it to anyone other than:
  - A. with the prior consent of the Discloser and on the condition that the subsequent recipient is bound by the same or substantively equivalent confidentiality requirements as specified in this Agreement;
  - B. where required by the GIPA Act (or any other similar Laws) which may require the Customer to publish or disclose certain information concerning this Agreement;
  - C. where required by any other Laws, provided that the Recipient gives the Discloser reasonable notice of any such legal requirement or order to enable the Discloser to seek a protective order or other appropriate remedy (unless it would be in violation of a court order or other legal requirement);
  - D. in the case of the Customer, to:
    - 1) the Contract Authority or responsible Minister (where this Agreement is made under a MICTA); or
    - 2) any Government Agency or Eligible Customer or responsible Minister for a Government Agency or an Eligible Customer; or
  - E. to its Personnel and directors, officers, lawyers, accountants, insurers, financiers and other professional advisers where the disclosure is in connection with advising on, reporting on, or facilitating the party's exercise of its rights or performance of its obligations under this Agreement.
- (b) The Supplier must not issue any press release or make any other public statement regarding this Agreement or the Supplier's Activities without the prior written consent of the Customer, except as required by Law.
- (c) This clause 23 does not preclude the Customer from disclosing any information (including Confidential Information) of the Supplier to the extent that this Agreement otherwise permits the disclosure of such information.

## **PART D: FEES AND PAYMENT**

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### **24. Payment and invoicing**

#### **24.1 Price**

- (a) In consideration for the performance of the Supplier's Activities in accordance with this Agreement, the Customer agrees to pay to the Supplier the Price set out in the Payment Particulars, subject to any additional discounts, rebates, credits or other similar benefits specified in the Payment Particulars. Other than as expressly set out in this Agreement, such amounts are the only amounts payable by the Customer in respect of the Supplier's performance of the Supplier's Activities and its other obligations under this Agreement.



- (b) Subject to clause 1.4(b), the Price and any rates or charges specified in the Payment Particulars will be fixed for the Term, unless otherwise specified in the Payment Particulars.

## 24.2 Benchmarking

- (a) Clauses 24.2 and 24.3 apply if it is specified in the Order Form that benchmarking applies.
- (b) No more than once per annum during the Term and commencing on the first anniversary of the Commencement Date, the Customer may, in its sole discretion, notify the Supplier in writing (**Benchmarking Notice**) that the Customer is seeking to implement a formal independent benchmarking of the cost of the Supplier's Activities in order to consider whether the rates and prices under this Agreement are competitive with the current Australian market for like deliverables and services (**Benchmarking Activities**).
- (c) An independent benchmarker may be agreed between the parties. If the parties cannot agree upon an independent benchmarker within 10 Business Days of the Benchmarking Notice, the Customer may appoint an independent third party benchmarker which the Customer reasonably considers to possess the adequate expertise to carry out the Benchmarking Activities, subject to such third party not being a direct competitor of the Supplier.
- (d) The parties will work together in good faith to expeditiously develop terms of reference which will form the basis of joint instructions for the benchmarker to follow in conducting the Benchmarking Activities. Those terms of reference must, unless otherwise agreed by the parties, be based on the following principles:
- (i) a "like-for-like" comparison in respect of the Supplier's Activities, conducted by reference to one or both of:
    - A. a "whole of offering" basis in relation to all Services and Deliverables; and
    - B. a product and service category basis; and
  - (ii) appropriate normalisation, including with respect to volumes, method of delivery, quality of service and, in respect of clause 24.2(d)(i)B, taking into account any cross-subsidies offered between different product and service categories.
- (e) The parties will instruct the benchmarker to:
- (i) conduct the Benchmarking Activities on an objective and independent basis; and
  - (ii) use reasonable efforts to access and rely on recent, accurate and verifiable data in respect of its Benchmarking Activities.
- (f) The parties must ensure that the benchmarker signs a confidentiality deed in favour of the Supplier and the Customer (in a form acceptable to the Customer) prior to undertaking any Benchmarking Activities pursuant to this Agreement.
- (g) Unless otherwise agreed by the parties in writing, the Customer will bear the cost of engaging a benchmarker to undertake the Benchmarking Activities under this clause.

- (h) The parties must each appoint a reasonable number of Personnel to work under the direction of the benchmarker in collecting data necessary for the purposes of the benchmarking exercise.
- (i) The parties agree that the benchmarker may, in its own discretion, determine the information required to carry out the Benchmarking Activities and may carry out the benchmark as he or she sees fit (including by determining the benchmarking methodology).
- (j) The parties must reasonably co-operate with the benchmarker in connection with the Benchmarking Activities carried out under this clause 24.2.

### 24.3 Outcome of benchmarking

- (a) The benchmarker will be required to deliver a benchmarking report (**Benchmarking Report**) to the parties within 60 days of the Benchmarker's appointment, or within such other period as agreed by the parties in writing.
- (b) If the Benchmarking Report concludes that the rates and prices (or certain rates and prices) under this Agreement exceed the rates and prices offered by the current Australian market for comparable goods, services and activities, then the parties must use all reasonable endeavours to agree on an adjustment to the Payment Particulars to reduce the relevant rates and/or prices to align with the conclusions of the Benchmarking Report.
- (c) If the parties are unable to agree on adjustments to the rates and prices in the Payment Particulars in accordance with clause 24.3(b) within 20 Business Days of the issue of the Benchmarking Report, then, subject to the Supplier's rights under clause 24.3(g), the Customer may, acting reasonably, determine the adjustments required to reduce the rates and prices in the Payment Particulars to reflect the conclusions contained in the Benchmarking Report.
- (d) If the Customer determines that an adjustment to the rates and prices in the Payment Particulars is required in accordance with clause 24.3(c), the Customer may issue a notice to the Supplier notifying it of the adjustment (**Adjustment Notice**).
- (e) The parties acknowledge and agree that if an adjustment to the rates and prices in the Payment Particulars is determined under clauses 24.3(b) or 24.3(c), the Payment Particulars will be deemed to have been amended to reflect the relevant adjustment, on and from the date:
  - (i) on which the parties reach an agreement in respect of the adjustment to the rates and prices under clause 24.3(b); or
  - (ii) specified in an Adjustment Notice issued by the Customer under clause 24.3(d), provided that the Customer will not specify a retrospective date in the Adjustment Notice.
- (f) A party may dispute the results of the Benchmarking Report if it reasonably considers that the findings in, and/or the conclusions of, the Benchmarking Report are based on incorrect facts, assumptions or comparisons. Any such dispute must be notified within 20 Business Days of the issue of the Benchmarking Report and must be resolved in accordance with clause 35.
- (g) The Supplier may dispute an Adjustment Notice if it reasonably considers that the adjustment to the rates and prices proposed in that notice are materially inconsistent with the conclusions contained in the Benchmarking Report. Any such dispute must be notified within 20 Business Days of the issue of the relevant Adjustment Notice and must be resolved in accordance with clause 35.

## 24.4 Invoicing

- (a) The Supplier must Invoice the Customer at the time stated in the Order Form or Payment Particulars or, if the time for payment is not stated, then the Supplier must Invoice the Customer within 30 days from the end of the calendar month in which the relevant Deliverables or Services are provided to the Customer in accordance with this Agreement.
- (b) The Supplier must:
  - (i) ensure that its Invoice is a valid tax invoice for the purposes of the GST Law;
  - (ii) together with any Invoice provided under clause 24.4(a), provide the Customer with a subcontractor's statement regarding workers' compensation, payroll tax and remuneration in the form specified at <https://www.revenue.nsw.gov.au/help-centre/resources-library/opt011.pdf> (or such other site or form as advised by the Customer from time to time); and
  - (iii) provide any further details in regard to an Invoice that are set out in the Order Form or reasonably required by the Customer.

## 24.5 Payment

- (a) Subject to the Supplier satisfying any conditions precedent to payment specified in Item 46 of the Order Form, the Customer will pay any Correctly Rendered Invoice:
  - (i) by electronic funds transfer to the bank account details nominated by the Supplier in Item 46 of the Order Form, or as otherwise stipulated in writing by the Supplier from time to time; and
  - (ii) within 30 days following receipt of the Correctly Rendered Invoice, or such other time as specified in the Order Form.
- (b) The making of a payment is not an acknowledgment that the Supplier's Activities have been provided in accordance with this Agreement.
- (c) If the Supplier has overcharged the Customer in any Invoice, the Supplier must promptly refund any amounts that the Supplier has overcharged the Customer, and adjust current Invoices that have not been paid by the Customer to ensure that the Customer is only liable to pay the correct amount.

## 24.6 Payment disputes

If the Customer disputes or is unable to reconcile part of an Invoice, the Customer may withhold payment for the amount in dispute or in discrepancy until such dispute or discrepancy is resolved. In such case, the Customer must promptly notify the Supplier of the amount in dispute and the reasons for disputing it.

## 24.7 Set off

- (a) The Customer may, on notice to the Supplier, deduct from any amount otherwise due to the Supplier and from any security held by the Customer:
  - (i) any debt or other liquidated amount due from the Supplier to the Customer; or
  - (ii) any Claim to money which the Customer may have against the Supplier whether for damages (including Liquidated Damages) or otherwise,

under or in connection with this Agreement.

- (b) The rights given to the Customer under this clause 24.7 are in addition to and do not limit or affect any other rights of the Customer under this Agreement or at Law. Nothing in this clause 24.7 affects the right of the Customer to recover from the Supplier the whole of the debt or Claim in question or any balance that remains owing.

## 24.8 Taxes

- (a) Subject to clause 24.8(b), the Price is inclusive of, and the Supplier is responsible for paying, all Taxes levied or imposed in connection with the provision of the Supplier's Activities under this Agreement.
- (b) Unless otherwise specified, all amounts specified in this Agreement are exclusive of GST.
- (c) The Customer must, subject to receipt from the Supplier of a Correctly Rendered Invoice, pay any GST that is payable in respect of any taxable supply made under this Agreement in addition to the amount payable (exclusive of GST) for the taxable supply. GST is payable at the same time as the amount payable for the taxable supply to which it relates.
- (d) Where the Customer is required by any applicable Law to withhold any amounts from the payments made by it to the Supplier under this Agreement, the Customer:
  - (i) may withhold such amounts and will not be required to gross-up its payments to the Supplier for any amounts withheld; however
  - (ii) will provide the Supplier with a certificate of withholding or such other reasonable evidence of such withholding, to facilitate the Supplier's claims or deductions with the relevant taxing authority.

## PART E: RISK ALLOCATION AND MANAGEMENT

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### 25. Business contingency and Disaster recovery

#### 25.1 Business contingency

While carrying out the Supplier's Activities, the Supplier must have reasonable business continuity and contingency measures and procedures in place to ensure business continuity and no disruption to the Customer or any Customer User.

#### 25.2 Business Contingency Plan

- (a) If stated in the Order Form that a business contingency plan is required, the Supplier must, within the timeframe stated in the Order Form or as otherwise agreed in writing by the parties, have in place (and prepare and implement, if not already in existence) a Business Contingency Plan for the approval of the Customer (**Business Contingency Plan**).
- (b) The Business Contingency Plan must:
  - (i) specify the procedures and plans to predict, avoid, remedy and mitigate internal or external problems (including any Disasters) that may have an adverse effect on the Supplier's Activities;
  - (ii) comply with the security standards, requirements and certifications required by this Agreement, including under clause 21; and

- (iii) include any other details specified in the Order Documents or as otherwise reasonably required by the Customer.
- (c) In developing the Business Contingency Plan, the Supplier must undertake a careful and informed assessment of the likely events and circumstances which may affect the Supplier's ability to carry out its obligations under this Agreement (including those in existence at the Commencement Date or notified by the Customer to the Supplier in writing).
- (d) The Business Contingency Plan must be reviewed and tested by the Supplier in accordance with the timeframes stated in the Order Form, or if no timeframes are stated, at least annually. The Supplier must provide the results of any review or test of its Business Contingency Plan to the Customer upon request.
- (e) If any updates to the Business Contingency Plan are required as a result of any review or test of the Business Contingency Plan, the Supplier must make those updates and re-submit the Business Contingency Plan to the Customer for approval.
- (f) The Supplier must comply with the latest Business Contingency Plan that has been approved by the Customer pursuant to clause 8.
- (g) For clarity, the Business Contingency Plan is a Document Deliverable. Clause 8 therefore applies to the Business Contingency Plan, including any updates to it.

## 25.3 Disasters

On the occurrence of a Disaster, the Supplier must immediately:

- (a) notify the Customer's Representative that a Disaster has occurred; and
- (b) implement any measures set out in the Business Contingency Plan or such other measures as reasonably required by the Customer to mitigate and respond to the Disaster.

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## 26. Step-in

### 26.1 Step-In Rights

- (a) This clause 26 applies where specified in Item 48 of the Order Form that the Customer may exercise Step-In Rights.
- (b) Without limiting any other right or remedy under this Agreement or at Law, if the Customer reasonably forms the opinion that:
  - (i) the Supplier is unable or unwilling to provide any of the Supplier's Activities in accordance with this Agreement;
  - (ii) a Disaster or emergency has occurred, which the Supplier is unable to prevent or overcome and which will or does materially affect the operations of the Customer;
  - (iii) a Security Incident has occurred and the Supplier has failed to take, or delayed in taking, the actions required in relation to the Security Incident under clause 22.2; or
  - (iv) the Supplier has materially breached its obligations under this Agreement or there is a real and reasonable prospect of the Supplier materially breaching its obligations under this Agreement,

the Customer may give written notice to the Supplier that it intends to exercise its rights under this clause 26 (**Step-In Rights**).

- (c) To the extent reasonably practicable, before exercising Step-In Rights the Customer agrees to consult with the Supplier in relation to measures to mitigate or manage the impact of events and circumstances giving rise to the Step-In Rights.
- (d) For the purpose of exercising Step-In Rights, the Customer:
  - (i) will be entitled to act as the Supplier's agent under all contracts entered into by the Supplier that relate to the Supplier's Activities and are necessary for the Customer to exercise the Step-In Rights; and
  - (ii) may:
    - A. give reasonable instructions to any employee of the Supplier (and the Supplier must ensure that such requests are complied with); and
    - B. contract with any of the subcontractors engaged by the Supplier,

as is reasonably required by the Customer to exercise the Step-In Rights.
- (e) Upon receiving notice from the Customer stating that the Customer is exercising the Step-In Rights, the Supplier must:
  - (i) at the Customer's request, allow the Customer or a third party engaged by the Customer to provide part or all of the Supplier's Activities; and
  - (ii) maintain all third party agreements, consents and approvals necessary to enable the Customer to exercise its rights under this clause 26.
- (f) If the Customer exercises its Step-In Rights under this clause 26:
  - (i) the Customer will be relieved from paying any component of the Price that relates to those Supplier's Activities in respect of which it has exercised Step-In Rights, for the period of such exercise, however will continue to pay those components of the Price which relate to Supplier's Activities unaffected by the Step-In Rights; and
  - (ii) the Supplier must pay to the Customer on demand an amount equal to:
    - A. any costs incurred by the Customer in connection with the exercise of its Step-In Rights (including any costs relating to the Customer or its Personnel providing any part or all of the Supplier's Activities) under clause 26.1(e)(i)); and
    - B. the quantum of any increase in the fees or costs paid by the Customer to any third party (including any substitute supplier) in respect of the period of the exercise of the Step-In Rights.
- (g) The Customer will use its reasonable efforts to minimise the quantum of any increase under clause 26.1(f)(ii)B.
- (h) The Supplier will not be responsible for any default or delay in the delivery of the Supplier's Activities to the extent that it was caused by the Customer or any third party providing part or all of the Supplier's Activities as contemplated in clause 26.1(e)(i), except to the extent contributed to by the Supplier or any of its Personnel.

- (i) If the Customer exercises its Step-In Rights for 60 days or more (or such other period as specified in Item 48 of the Order Form), then the Customer may, at its sole discretion, elect to terminate this Agreement or reduce its scope pursuant to clause 29.1(d).

## 26.2 Conclusion of Step-In

- (a) The Customer may cease to exercise its Step-In Rights at any time by giving the Supplier at least five Business Days written notice or such other period specified in Item 48 of the Order Form (**Step-Out Notice**).
- (b) Upon the Customer ceasing to exercise a Step-In Right, the Supplier must recommence performance of the Supplier's Activities on the date specified in the Step-Out Notice.
- (c) The Customer must relinquish the control and possession of any of the Supplier's resources utilised for the performance of the Step-In Rights and must provide the Supplier with details of its actions taken during the period in which the Customer was exercising its Step-In Rights.

## 26.3 No prejudice

The parties acknowledge and agree that:

- (a) except as specified in clause 26.1(g), nothing in this clause 26 will prejudice the rights of the Customer (including with respect to termination) or relieve the Supplier of its liabilities or responsibilities whether under this Agreement or otherwise according to Law; and
- (b) the Customer is under no obligation to exercise Step-In Rights before it exercises any termination rights under this Agreement.

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## 27. Insurance

- (a) Unless otherwise specified in Item 49 of the Order Form, the Supplier must hold and maintain each of the following types of insurances, for the periods and in the amounts specified below:
  - (i) public liability insurance with a limit of cover of at least \$20 million in respect of each occurrence, to be held for the duration of the Supplier's Activities;
  - (ii) product liability insurance with a limit of cover of at least \$20 million in respect of each occurrence and in the aggregate, to be held for the duration of the Supplier's Activities and for at least seven years thereafter;
  - (iii) workers' compensation insurance as required by Law;
  - (iv) professional indemnity insurance with a limit of cover of at least \$20 million in respect of each occurrence and in the aggregate, to be held for the duration of the Supplier's Activities and for at least seven years thereafter; and
  - (v) such other insurances as specified in Item 49 of the Order Form.
- (b) Without limiting clause 27(a), where specified in the Order Form, the Supplier must hold and maintain:

- (i) cyber security insurance with a limit of cover of at least \$20 million in respect of each claim (or such other amount specified in Item 49 of the Order Form), to be held for the duration of the Supplier's Activities; and
  - (ii) insurance that covers Losses that may be suffered as a result of a data security breach or the wrongful disclosure and use of Personal Information by the Supplier or its Personnel.
- (c) Within 10 Business Days following a request from the Customer, the Supplier must provide the Customer with:
- (i) a certificate of currency issued by its insurer or insurance broker (or other form of evidence acceptable to the Customer) confirming that all insurance policies required by this Agreement are current and that the insurance has the required limits of cover; and
  - (ii) any information reasonably requested by the Customer regarding the policies for each of the insurances required to be held and maintained by the Supplier under clauses 27(a) and 27(b) (which may include reasonably redacted policy provisions or summarised policy terms where disclosure of the full policy terms is restricted by confidentiality obligations owed by the Supplier to third parties).

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## 28. Performance Guarantee and Financial Security

### 28.1 Performance Guarantee

If specified in Item 50 of the Order Form, the Supplier must arrange for a guarantor approved in writing by the Customer to enter into an agreement with the Customer in substantially the same form as the document in Schedule 8 or such other document reasonably acceptable to the Customer. This Performance Guarantee must be provided to the Customer within 15 Business Days following the Commencement Date or at such other time as specified in Item 50 of the Order Form.

### 28.2 Financial Security

- (a) If specified in Item 51 of the Order Form, the Supplier must provide a financial security in the amount stated in the Order Form and in substantially the same form as the document in Schedule 9 or such other document reasonably acceptable to the Customer (**Financial Security**). The Financial Security must be provided to the Customer within 15 Business Days following the Commencement Date or at such other time as specified in Item 51 of the Order Form.
- (b) If the Prices payable for the Supplier's Activities are increased pursuant to this Agreement (including due to a Change Request approved under clause 10), the Customer may, acting reasonably, direct the Supplier to provide additional security in an amount that is proportionate to the increase in Price, and the Supplier must promptly comply with such a direction.
- (c) Subject to its rights to have recourse to the Financial Security, the Customer must release the Financial Security on the sooner of:
  - (i) one year from the date of issue of the Acceptance Certificate for the last Deliverable under the Order Form, or if no Acceptance Tests were required, one year following the termination or expiry of this Agreement (or such other period specified in the Order Documents);
  - (ii) the date the Customer and the Supplier agree in writing to release the issuer of the Financial Security; and



- (iii) the date the Customer notifies the issuer of the Financial Security in writing that the Financial Security is no longer required.

### 28.3 Costs

Unless otherwise specified in the Order Form, the Supplier will be responsible for the costs that it incurs in complying with its obligations under this clause 28.

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## 29. Termination

### 29.1 Termination for cause by the Customer

The Customer may (in its sole discretion) immediately terminate this Agreement or reduce its scope by written notice to the Supplier:

- (a) if the Supplier breaches a term of this Agreement which is:
  - (i) not capable of remedy; or
  - (ii) capable of remedy, but the Supplier fails to remedy it within 30 days of receiving a notice to do so;
- (b) if an Insolvency Event occurs in respect of the Supplier, to the extent there is no prohibition at Law in respect of such termination;
- (c) if the Supplier or any parent company of the Supplier involved in the performance of the Supplier's Activities undergoes a Change in Control or Other Changes, without the Customer's prior written consent; or
- (d) in any of those circumstances specified in clauses 12.7(b), 13.6, 14.4(a)(iii), 14.4(c)(iii), 26.1(i) and 36.4 or as otherwise set out in this Agreement, including the Additional Conditions,

in which circumstances the Customer's sole liability will be to pay the Supplier (subject to substantiation by the Supplier and the Supplier submitting a Correctly Rendered Invoice in accordance with this Agreement) for work carried out prior to the date of termination or reduction in scope.

### 29.2 Termination for convenience by the Customer

- (a) Without prejudice to the Customer's other rights, the Customer may for its sole convenience, and for any reason, by written notice to the Supplier immediately terminate this Agreement or reduce its scope, effective from the time stated in the Customer's notice, or if no such time is stated, at the time notice is given to the Supplier.
- (b) If the Customer terminates this Agreement or reduces its scope under clause 29.2(a), the Supplier:
  - (i) must take all reasonably practicable steps to mitigate the costs referred to in clause 29.2(b)(ii); and
  - (ii) will be entitled to payment of the following amounts, subject to substantiation by the Supplier, being:
    - A. for:
      - 1) work carried out prior to the time of termination or reduction in scope; and

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- 2) third party costs and disbursements duly incurred, with the authorisation of the Customer, but only to the extent referable to the period prior to the effective time of termination,

which would have been payable if this Agreement had not been terminated or reduced in scope and the Supplier submitted an Invoice for the work carried out prior to this date; and

- B. such other specific costs itemised in Item 52 of the Order Form (if any),

but in no case will the total amount payable to the Supplier be more than the total Price that would have been payable by the Customer had this Agreement not been terminated.

- (c) The amount to which the Supplier is entitled under this clause 29.2 will be a limitation on the Customer's liability to the Supplier arising out of, or in connection with, the termination or reduction in scope of this Agreement and the Supplier may not make any Claim against the Customer with respect to this, other than for the amount payable under this clause 29.2.

### 29.3 Consequences of reduction of scope

If the Customer exercises its right to reduce the scope of this Agreement pursuant to clause 29, the parties agree that the Price will be reduced proportionately and in accordance with any methodology specified in the Payment Particulars.

### 29.4 Termination for cause by the Supplier

- (a) The Supplier may immediately terminate this Agreement by written notice to the Customer if:
- (i) the Customer has not paid an amount due and payable by it under this Agreement and the:
- A. amount has been properly invoiced in a Correctly Rendered Invoice and is not the subject of any unresolved dispute under clause 24.6;
- B. Supplier has issued a notice to the Customer, stating that the amount is overdue and that the Supplier intends to terminate unless the amount is paid; and
- C. Customer does not pay the amount within 90 days of the date it receives the Supplier's notice under clause 29.4(a)(i)B; or
- (ii) the Customer has:
- A. breached this Agreement in a manner which results in the Supplier being in breach of a Law; or
- B. intentionally and wilfully:
- 1) breached clauses 17.10 or 23; or
- 2) misappropriated the Intellectual Property Rights of the Supplier in its Existing Materials in a manner that is contrary to the Intellectual Property Rights

granted or licenced to the Customer under this Agreement,

and the Customer does not cease the relevant conduct within 60 days of receiving a written notice from the Supplier requesting it to do so.

- (b) This clause 29.4 exhaustively sets out the Supplier's rights to terminate this Agreement.

## 29.5 Dispute resolution

For clarity, the processes described in clause 35 are independent of, may be undertaken contemporaneously with, and do not constrain or delay, a party exercising its rights under this clause 29.

## 29.6 Survival of rights on termination or reduction in scope

Termination of this Agreement will be without prejudice to any other rights or obligations which may have accrued under this Agreement on or before termination.

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## 30. Suspension

- (a) The Customer may direct the Supplier in writing to:
- (i) suspend the performance or carrying out of; and/or
  - (ii) after a suspension has been instructed, re-commence the performance or carrying out of,
- all or part of the Supplier's Activities, at any time. Any such suspension will be effective on and from the date specified in the Customer's direction.
- (b) The Supplier must comply with any direction issued by the Customer under clause 30(a).
- (c) If a suspension under this clause 30 is instructed by the Customer as a result of any breach by the Supplier, the Supplier's failure or delay in carrying out any of its obligations in accordance with this Agreement or because of any event of the kind described in clause 29.1, such suspension will be without any liability to the Customer and the Supplier will not be entitled to make any Claim against the Customer arising out of, or in connection with, the suspension.
- (d) If a suspension is instructed by the Customer under clause 30(a) other than for the reasons described in clause 30(c), then:
- (i) unless otherwise agreed by the parties, the Supplier will be entitled to Invoice the Customer the direct, reasonable and substantiated costs (excluding any profit, profit component or overheads) necessarily incurred by the Supplier as a result of implementing the suspension as directed by the Customer, to the extent such costs could not have been reasonably mitigated or avoided;
  - (ii) the Supplier must take all reasonable steps to mitigate those costs incurred by it as a result of such suspension; and
  - (iii) the Supplier will not be entitled to make any Claim against the Customer arising out of or in connection with the suspension other than as described in clause 30(d)(i).

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## **31. Transition-Out Services**

### **31.1 Application of this clause**

This clause 31 applies if it is specified in the Order Form that the Supplier is required to provide Transition-Out Services as part of any Stage or part of the Supplier's Activities.

### **31.2 Transition-Out Plan**

- (a) If the Order Form specifies that a Transition-Out Plan must be prepared by the Supplier with respect to the Supplier's Activities, by any date specified in the Order Form or otherwise promptly on request, the Supplier must prepare, and submit to the Customer's Representative for the Customer's approval in accordance with clause 8, a plan setting out how the Supplier will effect:
  - (i) the orderly disablement of the Supplier's Activities; or
  - (ii) where applicable, the transfer of the performance of the Supplier's Activities under this Agreement to the Customer or a third party, including complying with the obligations set out in this clause 31.
- (b) The Supplier must ensure that the Transition-Out Plan sets out:
  - (i) the timeframes within which the Supplier will perform its obligations under the Transition-Out Plan;
  - (ii) any specific transition-out or disengagement obligations specified in the Order Documents; and
  - (iii) any charges, or the basis or methodology for the calculation of charges, which the Customer will pay the Supplier to perform the Services described in the Transition-Out Plan (if not otherwise specified in the Order Documents).
- (c) The Supplier must:
  - (i) review and update the Transition-Out Plan periodically throughout its engagement under this Agreement or at the Customer's reasonable request; and
  - (ii) make any updates to the Transition-Out Plan that are reasonably requested by the Customer.
- (d) For clarity, the Transition-Out Plan is a Document Deliverable. Clause 8 therefore applies to the Transition-Out Plan, including any updates to it.

### **31.3 General**

The Supplier must for the duration of the Transition-Out Period (or such other period as agreed between the parties in writing):

- (a) carry out all transition-out or disengagement Services specified in the Module Terms and other Order Documents or that are necessary to ensure the smooth transition of the Supplier's Activities to the Customer or its nominee;
- (b) if a Transition-Out Plan has been approved by the Customer, perform its obligations as set out in the Transition-Out Plan; and

- (c) co-operate with the Customer and its Personnel in relation to the performance of all Transition-Out Services.

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## **32. Consequences of expiry or termination**

### **32.1 Extracting or retrieving Customer Data**

The Supplier must enable the Customer to extract or retrieve Customer Data, or otherwise provide the Customer Data to the Customer, in accordance with the requirements of this Agreement, for a minimum period of up to six months after the expiry or termination of this Agreement (or such other period as specified in the Order Documents or agreed between the parties in writing).

### **32.2 Confidential Information and intellectual property**

Subject to clauses 23 and 32.1 and any requirements at Law applicable to the parties, on the expiry or termination of this Agreement, the Supplier and its Personnel must cease to access, and at the Customer's election, securely:

- (a) return; or
- (b) destroy,

the Customer's:

- (c) Confidential Information; and
- (d) Existing Materials, New Materials and other Materials that comprise the Customer's Intellectual Property Rights.

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## **33. Warranties**

### **33.1 Mutual warranties**

Each party represents, warrants and undertakes to the other party that:

- (a) as at the date that this Agreement is entered into, it is properly constituted and has sufficient power, capacity and authority to enter into this Agreement and perform the activities required under it;
- (b) in so far as it uses Personnel to perform activities on its behalf under this Agreement, those Personnel are duly authorised by it; and
- (c) it will reasonably co-operate with the other party and its respective Personnel to promote timely progress and fulfilment of this Agreement.

### **33.2 General Supplier warranties**

Without limiting any other warranty under this Agreement, the Supplier represents, warrants and undertakes to the Customer that:

- (a) to the best of its knowledge and belief after making due and reasonable enquiries, there is no Conflict of Interest in respect of itself and its Personnel, which relates to the Supplier's ability to perform its obligations under this Agreement;
- (b) the information that is provided to the Customer in terms of the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Supplier and its Personnel is, to the best of the Supplier's knowledge and belief, correct and not misleading as at the date it was (or is to be) supplied to the Customer;

- (c) it is not aware of any information which, if it had provided that information to the Customer, may reasonably be expected to have had a material effect on the decision made by the Customer to enter into this Agreement;
- (d) the office holders of the Supplier and any associate of the Supplier (as defined under section 11 of the Corporations Act) or its Related Body Corporate are of good fame and character; and
- (e) the Supplier has all the Authorisations necessary to perform its obligations under this Agreement.

### **33.3 Warranties in relation to Supplier's Activities**

Without limiting any other warranty under this Agreement, the Supplier represents and warrants to the Customer that:

- (a) the Supplier's Activities will be carried out with due skill, care and diligence;
- (b) the Supplier's Activities (including Deliverables repaired or replaced or Services re-performed under this Agreement) will meet the Specifications and other requirements of this Agreement;
- (c) the Supplier's Activities will only be carried out by Supplier's Personnel who meet the Personnel requirements under this Agreement; and
- (d) it will perform the Supplier's Activities in accordance with all applicable Laws.

### **33.4 Implied warranties**

The express warranties given by the Supplier under this Agreement are provided by the Supplier to the exclusion of any implied representations or warranties not set out in this Agreement, provided that this Agreement (including clause 33.4) does not operate to exclude any statutorily implied representations, warranties, conditions or guarantees which cannot legally be excluded. To the extent that any such statutorily non-excludable representations, warranties, conditions or guarantees apply, the Supplier limits its liability for their breach to the maximum amount permitted by Law.

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## **34. Indemnities and liability**

### **34.1 Indemnities**

The Supplier indemnifies the Indemnified Entities against any Loss arising out of, or connected with any:

- (a) personal injury or death to any person or damage to, or loss of any real or tangible property to the extent caused or contributed to by an act or omission of the Supplier or any of the Supplier's Personnel;
- (b) breach of the Supplier's or its Personnel's obligations under clauses 19.1 (Obligations in relation to Customer Data), 19.2 (Security of Customer Data), 20 (Privacy), 21 (Security), 22 (Security Incident notification) or 23 (Confidentiality);
- (c) Claim brought by a third party arising out of, or in connection with, any actual or alleged infringement of Intellectual Property Rights or Moral Rights in the Deliverables or Services or associated with the Supplier's Activities, or any breach by the Supplier of the warranties in clause 17.12; or
- (d) of the Supplier's or its Personnel's fraud, recklessness or Wilful Misconduct.

## 34.2 Third Party IP Claims

In relation to Claims of the kind referred to in clause 34.1(c), the parties agree that the Supplier's liability under the indemnity under that sub-clause is reduced to the extent that Loss arising under that indemnity is caused or contributed to by:

- (a) the Customer's combination, operation or use of a Deliverable or Service with any other product, equipment, software or document of the Customer or a third party, except where:
  - (i) such combination, operation or use is authorised under this Agreement;
  - (ii) the Supplier supplied the Deliverable or Service on the basis that it can be combined, operated or used with the Customer's or the relevant third party's products; or
  - (iii) such combination, operation or use should have been reasonably anticipated by the Supplier having regard to the nature and purpose of the Deliverable or Service;
- (b) the Customer's unauthorised modification of a Deliverable without the knowledge of the Supplier, except where such modification was contemplated in the Order Documents or reasonably anticipated having regard to the nature and purpose of the Deliverable; or
- (c) in relation to Licensed Software:
  - (i) the Supplier following the Customer's written technical directions in relation to the coding and configuration of the Licensed Software, to the extent that verifying or validating such directions is not within the scope of the Supplier's Activities; or
  - (ii) the Customer's continued use of old versions of the Licensed Software after the Supplier has notified the Customer in writing of the relevant infringement and provided the Customer (at no additional cost) a remedial software version, patch or correction, or a replacement part or other correction, that would have overcome the relevant infringement without affecting the performance or availability of the Licensed Software.

## 34.3 Indemnities not affected by insurance

For clarity, the Supplier's obligations and liability to indemnify the Indemnified Entities under this Agreement or otherwise, will not be affected in any way by any terms of insurance or any refusal by the insurer to indemnify the Supplier under the policies of insurance.

## 34.4 Status of indemnities

The Supplier's obligations to indemnify any Indemnified Entities who are not the Customer, under this Agreement or otherwise, are held on trust by the Customer and may be fully and effectively enforced by the Customer on behalf of those other entities.

## 34.5 Liability cap

- (a) Subject to clauses 34.5(c) and 34.5(d), the liability of each party under this Agreement, howsoever arising and whether for breach, in tort (including negligence) or for any other common law or statutory cause of action is limited to the Limitation Amount.

- (b) In clause 34.5(a), the "**Limitation Amount**" means the amount specified in Item 53 of the Order Form, which may be:
- (i) a fixed amount;
  - (ii) a multiple of the total amounts paid or payable by the Customer under this Agreement; or
  - (iii) an amount determined by reference to any other mechanism,

in the aggregate or otherwise, provided that where no such amount is specified or Item 53 of the Order Form is left blank, the Limitation Amount (in that case, being the aggregate liability of a party under this Agreement), will be the Default Amount. The "**Default Amount**" will be determined in accordance with the table below:

Total Fees Paid or Payable*	Default Amount
Under \$1,000,000 (including GST)	\$2,000,000
\$1,000,000 and above (including GST)	Two times the total fees paid or payable by the Customer under this Agreement.
* "Paid or payable" includes amounts that at the relevant time have not been paid but which would have become payable if the parties performed all of their obligations under this Agreement. It is not limited to amounts that at the relevant time have become due and payable.	

- (c) The Supplier's liability under this Agreement is uncapped, and the limitation of liability set out in clause 34.5(a) does not apply, in relation to each of the following:
- (i) liability arising:
    - A. under any of the indemnities in clause 34.1; or
    - B. in respect of any of the matters referenced in that clause,
 

except to the extent that the parties expressly agree to, in Item 53 of the Order Form, an alternative approach in relation to regulating the quantum of any such liability; or
  - (ii) the Supplier's abandonment or repudiation of its obligations under this Agreement.
- (d) Where the Supplier is a current member of a relevant scheme approved under the Professional Standards Legislation, and that scheme applies to limit the liability of the Supplier in accordance with that scheme, then the Supplier's liability will not be regulated by clauses 34.5(a) and 34.5(c) but will instead be limited only to the extent specified under that scheme. For clarity, to the extent that any such scheme does not apply, the Supplier's liability will continue to be determined in accordance with the other provisions of this clause 34.

### 34.6 Exclusions of liability

- (a) In no event will either party's liability to the other party, howsoever arising and whether for breach, in tort (including negligence) or for any other common law or statutory cause of action, include any liability for special, indirect, incidental or consequential loss or damage.



- (b) Nothing in clause 34.6(a) will preclude a party from recovering:
- (i) Loss which may fairly and reasonably be considered to arise naturally, in the usual course of things, from the breach or other act or omission giving rise to the relevant liability; and
  - (ii) any kinds of Loss which the parties expressly agree, in Item 53 of the Order Form, will be treated as Loss of the kind referred to in clause 34.6(b)(i),

and where the Customer is the recovering party:

- (iii) any Loss against which the Supplier is required to indemnify the Indemnified Entities under clause 34.1, to the extent such Loss relates to monies, amounts or liabilities owed, due, paid or payable, or obligations owed, to a third party; and
- (iv) subject to applicable common law tests in respect of the recovery of Loss, any costs and expenses relating to any of the following activities (which, for clarity, will be treated as loss of the kind referred to in clause 34.6(b)(i)):
  - A. repairing or replacing the relevant Deliverable or Licensed Software or re-supplying any Services, including the cost of procuring replacement deliverables or services of equivalent functionality and performance internally or from a third party;
  - B. implementing any reasonably necessary temporary workaround in relation to the Licensed Software, Services or Deliverables;
  - C. engaging labour resources to reload any lost or corrupt data to the extent caused or contributed by the Supplier, from the last backup made of such data (regardless of whether the Supplier is responsible for backup of that data as part of the Supplier's Activities); and
  - D. activities undertaken by, or on behalf of, the Customer in connection with the mitigation of Loss.

### **34.7 Application and contribution**

- (a) Each party's liability will be reduced proportionately to the extent caused or contributed by the other party.
- (b) The limitations and exclusions of liability in this clause 34.7 only apply to the extent permitted by Law.

### **34.8 Mitigation**

The Supplier's obligation to indemnify the Indemnified Entities against Loss under clause 34.1 is reduced to the extent that the relevant Loss arose due to a failure of the relevant Indemnified Entity to take reasonable steps to mitigate that Loss.

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## 35. Dispute resolution

### 35.1 General

- (a) The parties agree to resolve any dispute between them that arises out of, or in connection with, this Agreement in accordance with the procedure set out in clauses 35.2 to 35.3 or such other procedure set out in Item 54 of the Order Form.
- (b) Either party may give written notice of a dispute to the other party setting out the particulars of the dispute and, where the notice is issued by the Customer, indicating whether the Contract Authority is to be involved in the dispute resolution process (**Dispute Notice**).
- (c) Nothing in this clause 35 limits the ability of either party to commence legal action against the other party for urgent interlocutory relief.

### 35.2 Escalation

- (a) Within 10 Business Days of a party receiving a Dispute Notice, the Customer's Representative and the Supplier's Representative must meet and try to resolve the dispute in good faith.
- (b) If the parties have not:
  - (i) resolved the dispute; or
  - (ii) met,within the period specified in clause 35.2(a), a senior executive of each party must meet and try to resolve the dispute in good faith within 10 Business Days or such other period as may be agreed by the parties in writing.

### 35.3 Alternative dispute resolution

- (a) Unless otherwise specified in the Order Form, if the dispute remains unresolved after 20 Business Days of the date of the Dispute Notice (or such longer period as may be agreed by the parties in writing), then either party may issue a notice in writing to the other party requiring the dispute to be determined by mediation in accordance with, and subject to, the Resolution Institute Mediation Rules or any equivalent and replacement rules.
- (b) If the dispute still remains unresolved 20 Business Days after a party becomes entitled to issue a notice in writing under clause 35.3(a) requiring the dispute to be determined by mediation, and by that time:
  - (i) *neither party has referred the dispute to mediation*: then either party may commence any other form of dispute resolution, including court proceedings, to determine the dispute; or
  - (ii) *the dispute has been referred to mediation*: then neither party may commence any other form of dispute resolution to determine the dispute, until a further 10 Business Days has elapsed following the commencement of mediation.

### 35.4 Acknowledgment

The parties acknowledge and agree that neither party may commence any other form of dispute resolution to determine the dispute, until the procedure set out in clauses 35.2 to 35.3

(or such other procedure set out in Item 54 of the Order Form) has been complied with in relation to the dispute.

### **35.5 Costs**

Each party will bear its own costs in respect of complying with this clause 35.

### **35.6 Continue to perform**

Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this Agreement.

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## **36. Force Majeure**

### **36.1 Force Majeure Event**

Subject to clauses 36.2 and 36.3, non-performance as a result of a Force Majeure Event by a party of any obligation required by this Agreement to be performed by it will, during the time, and to the sole extent, that such performance is prevented, wholly or in part, by that Force Majeure Event:

- (a) be excused; and
- (b) not give rise to any liability to the other party for any Losses arising out of, or in any way connected with, that non-performance.

### **36.2 Notification and diligence**

A party which is, by reason of a Force Majeure Event, unable to perform any obligation required by this Agreement to be performed will:

- (a) notify the other party as soon as possible giving:
  - (i) full particulars of the event or circumstance of the Force Majeure Event;
  - (ii) the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations where these particulars are available at the time of the Force Majeure Event notice; and
  - (iii) where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
- (b) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as expeditiously as possible;
- (c) resume performance as expeditiously as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
- (d) notify the other party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and
- (e) notify the other party when resumption of performance will occur.

### **36.3 Liability not relieved**

A Force Majeure Event affecting a party's performance under this Agreement will not relieve that party of liability in the event, and to the extent that:

- (a) its negligence, failure to comply with any applicable Business Contingency Plan or breach of this Agreement (which was not caused by the Force Majeure Event) caused or contributed to its failure to perform under this Agreement; or
- (b) it failed to use all reasonable endeavours to remedy the situation and to remove the event or circumstances giving rise to the Force Majeure Event.

### **36.4 Prolonged Force Majeure Event**

If a Force Majeure Event prevents or inhibits the Supplier's performance of any obligation required to be performed under this Agreement for 60 days or more (or such other period as specified in the Order Form), then the Customer may, at its sole discretion, elect to terminate this Agreement or reduce its scope pursuant to clause 29.1(d).

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## **37. Reports and audits**

### **37.1 Records and reports**

- (a) The Supplier must keep and maintain true and accurate records and accounts of:
  - (i) all of the Supplier's Activities performed under this Agreement, including all records specified in the Module Terms;
  - (ii) the Supplier's compliance with its obligations under this Agreement; and
  - (iii) all associated records and accounts, including all supporting material, used to generate and substantiate the Invoices that it submits under this Agreement.
- (b) Without limiting clause 37.1(a), the Supplier must provide the Customer with quarterly reports containing details of:
  - (i) the Supplier's compliance with the SME Policies, including (to the extent that the SME Policies apply):
    - A. the SMEs (as defined in the SME Policies) engaged in the Supplier's Activities;
    - B. the amounts paid to any such SMEs;
    - C. the Supplier's compliance with any plans developed or updated in accordance with the SME Policies; and
    - D. such other matters as required under the SME Policies; and
  - (ii) the Supplier's compliance with the Aboriginal Procurement Policy, including identifying (to the extent that the Aboriginal Procurement Policy applies) the:
    - A. Aboriginal-owned businesses engaged to perform the Supplier's Activities under this Agreement;
    - B. Supplier's compliance with the Aboriginal Participation Plan; and
    - C. amounts paid to any Aboriginal owned businesses under this Agreement.

## 37.2 Audits and inspections

- (a) The Customer or its nominee (which may be an advisor, consultant or other third party engaged by the Customer) may conduct audits and inspections of the Supplier's and its Personnel's performance of its obligations under this Agreement, including the:
  - (i) Supplier's and any of the Supplier's subcontractors' operational practices and procedures as they relate to this Agreement;
  - (ii) accuracy of the Supplier's Invoices and reports submitted under this Agreement; and
  - (iii) Supplier's and its Personnel's compliance with its other obligations under this Agreement.
- (b) For the purpose of conducting an audit or inspection under clause 37, or for the purposes of an inspection, examination or audit undertaken by or on behalf of the Auditor-General in accordance with its powers to assess the expenditure of public money related to this Agreement, the Customer, Auditor-General or their nominees may, on giving reasonable advance notice to the Supplier (at reasonable times and during Business Hours where practicable):
  - (i) access the premises and facilities of the Supplier to the extent reasonably required to carry out the audit or inspection;
  - (ii) to the extent relating to the Supplier's Activities, access, inspect and copy documents, resources and books and records, however stored, in the possession or control of the Supplier or its Personnel; and
  - (iii) require assistance in respect of any inquiry into or concerning the Supplier's Activities, including any parliamentary or statutory review or inquiry.
- (c) If an audit will involve the Supplier being required to produce documents, resources or books and records, the Customer will accompany its notice under clause 37.2(b) with a general description of the scope and purpose of the audit.
- (d) To the extent an audit involves physical access to the premises or facilities of the Supplier the:
  - (i) Customer will limit the exercise of its audit or inspection rights to no more than once per calendar year, unless the audit arises from the Supplier's breach of this Agreement or the Customer forming, on a reasonable basis, a view that such breach may have occurred; and
  - (ii) Customer or its nominee must comply with the Supplier's reasonable security requirements during such physical access.
- (e) The Supplier must provide all reasonable access, assistance and co-operation required by the Customer or its nominee in carrying out an audit under this clause 37.2.
- (f) Without limiting any rights or remedies of the Customer, if an audit shows that the Supplier or its Personnel has:
  - (i) breached, or is in breach of, this Agreement, the Supplier must promptly do all things necessary to remedy that breach and prevent it from recurring at no cost to the Customer; or

- (ii) overcharged the Customer in any Invoice, the Supplier must promptly refund any amounts that the Supplier has overcharged the Customer, and adjust all of the current invoices that have not been paid by the Customer to ensure that the Customer is only liable to pay the correct amount. Where the overcharging discrepancy identified exceeds 10% of the amount that should have been correctly invoiced, the Supplier must also promptly reimburse the Customer for the reasonable costs (including internal costs) of conducting the audit.
- (g) Subject to clause 37.2(f)(ii), each party must bear its own costs of executing its rights under, or complying with, this clause 37.

### **37.3 Conduct of audits and inspections**

The Customer and its nominee must, in conducting an audit or inspection under this clause 37:

- (a) to the extent it obtains any Confidential Information of the Supplier as a result of such audit or inspection, treat that information in accordance with clause 23; and
- (b) not delegate the conduct of an audit or inspection under this clause to any person who may reasonably be considered to be a direct competitor of the Supplier in relation to the Supplier's Activities (unless such person is otherwise approved by the Supplier, acting reasonably).

### **37.4 Survival**

This clause 37 survives for the Term and a period of seven years following the termination or expiry of this Agreement.

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## **38. Proportionate liability**

- (a) To the extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting clause 38(a), the rights, obligations and liabilities of the Customer and the Supplier under this Agreement with respect to proportionate liability are as specified in this Agreement and are not otherwise, whether such rights, obligations or liabilities are sought to be enforced in contract, in tort or otherwise.

## **PART F: GENERAL PROVISIONS**

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### **39. General**

#### **39.1 Government information**

- (a) The Supplier acknowledges that the Customer is subject to the GIPA Act and agrees that the Customer may disclose any part or all of this Agreement on its nominated website established for GIPA Act disclosures. The Supplier irrevocably consents to the Customer acting in accordance with this clause 39.
- (b) To the extent that section 121 of the GIPA Act applies, the Supplier must, upon receipt of a written request by the Customer, provide the Customer with immediate access to the following information contained in records held by the Supplier:
  - (i) information that relates directly to the performance of the Supplier's Activities;

- (ii) information collected by the Supplier from members of the public to whom it provides, or offers to provide, any aspect of the Supplier's Activities; and
  - (iii) information received by the Supplier from the Customer to enable it to carry out the Supplier's Activities.
- (c) For the purposes of clause 39.1(b), information does not include information that:
  - (i) discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margin;
  - (ii) the Supplier is prohibited from disclosing to the Customer by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
  - (iii) if disclosed to the Customer, could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to the Customer whether at present or in the future.
- (d) The Supplier must provide copies of any of the information referred to in clause 39.1(b), as requested by the Customer, at the Supplier's own expense and in such medium as the Customer may reasonably require.
- (e) Without limiting any other provision of this clause 39.1, the Supplier:
  - (i) authorises the Customer to make information concerning the Supplier available to other Government Agencies or Eligible Customers (including to the relevant head of any Government Agency or Eligible Customer and any responsible Minister of a Government Agency) for any purpose in connection with facilitating the Customer's exercise of its rights under this Agreement or the carrying out, or exercise, of the functions or powers of the Customer, any Government Agency, Eligible Customer or the Crown. Such information may include any information provided by the Supplier to the Customer and any information relating to the Supplier's performance under this Agreement (including any reports provided under clause 15.4);
  - (ii) acknowledges that information about the Supplier from any source, including substantiated reports of unsatisfactory performance, or any conduct including, any civil and/or criminal or alleged criminal conduct, by any officers or associates of the Supplier or a Related Body Corporate may be taken into account by Government Agencies and Eligible Customers considering whether to offer the Supplier future opportunities for working with those entities, for assessing the terms of their own contracts (or proposed contracts) with the Supplier or any other third party, for governance or reporting purposes or for any other reasonable business or government purposes;
  - (iii) agrees that the communication of such information to any Government Agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW); and
  - (iv) releases and indemnifies the Customer and the State of New South Wales from and against any Claim in respect of any matter arising out of such communications, including the use of such information by the recipient.

### **39.2 Personal Property Securities Act**

To the extent the *Personal Property Securities Act 2009* (Cth) applies to any Materials or Deliverables supplied by the Supplier to the Customer, the Supplier represents, warrants and undertakes that the supply of the Materials and Deliverables to the Customer:

- (a) does not breach any security agreement the Supplier has with a third party; and
- (b) is within the ordinary course of the Supplier's business.

### **39.3 No use of the Customer's name or logo**

The Supplier must not use the Customer's name or any of the Customer's logos, trade marks or branding, without the prior written consent of the Customer.

### **39.4 Prior work**

Except as otherwise agreed between the parties in writing:

- (a) the terms of this Agreement apply to all of the work performed by the Supplier in connection with the Supplier's Activities even if it was performed prior to entry into this Agreement; and
- (b) any payment made to the Supplier by the Customer in connection with this Agreement or the Supplier's Activities prior to entry into this Agreement will be treated as a payment under this Agreement and will be in part discharge of the Customer's obligation to pay the Price.

### **39.5 Entire agreement**

This Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.

### **39.6 Variation**

No variation to this Agreement is effective unless made in writing and executed by each party.

### **39.7 Survival and merger**

- (a) No term of this Agreement merges on completion of any transaction contemplated by this Agreement.
- (b) The following provisions survive the termination and expiry of this Agreement:
  - (i) 9, 13, 17, 18, 19, 20, 21, 23, 27(a)(iv), 29.5, 31, 32, 33.4, 34.8, 37, 38 and this clause 39; and
  - (ii) any other provisions that are expressed to or which by their nature survive termination or expiry.

### **39.8 Severability**

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.



**39.9 Waiver**

- (a) No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this Agreement does not prevent a further exercise of that or of any other right or remedy. Failure to exercise or a delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

**39.10 Cumulative rights**

Except as expressly provided in the Additional Conditions, the rights and remedies of a party under this Agreement (including under an indemnity) are in addition to and do not exclude or limit any other rights or remedies provided by Law.

**39.11 Further assurances**

Each party must do all things, and execute all further documents, necessary to give full effect to this Agreement.

**39.12 Assignment, novation and other dealings**

- (a) The Supplier must not, in whole or in part, assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so without obtaining the prior written consent of the Customer, which consent may be withheld at the Customer's sole discretion.
- (b) The Supplier acknowledges that the Customer may conduct financial and other inquiries or checks on the entity proposing to take an assignment or novation of this Agreement before determining whether or not to give consent to an assignment or novation.
- (c) Subject to clause 39.12(d), the Customer must not, in whole or in part, assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of the Supplier, which consent may not be unreasonably withheld.
- (d) Notwithstanding clause 39.12(c), the Customer may, at its sole discretion, assign or novate this Agreement in whole or in part:
  - (i) to any other Eligible Customer, by notice in writing to the Supplier; or
  - (ii) for machinery of government changes, including if, by operation of Law, the Customer is reconstituted into a new body or legal entity or the functions of the Customer, relevant to this Agreement, are transferred to a different body or legal entity.
- (e) The Supplier agrees to co-operate in good faith and provide all reasonable assistance to the Customer in respect of any such assignment or novation made by the Customer under this clause 39.12.
- (f) The Supplier must (to the extent permitted by Law):
  - (i) notify the Customer if the Supplier or any parent company of the Supplier is about to undergo a Change in Control or Other Changes, as soon as it becomes aware that the Change in Control or Other Changes will or may occur; and

- (ii) provide the Customer with all information reasonably requested by the Customer in respect of the Change in Control or Other Changes, including in respect of any incoming owner or other person who is to obtain control over the Supplier or any parent company.

### 39.13 Notices

- (a) A notice, consent or other communication under this Agreement (**Notice**) is only effective if it is in writing and received in full and legible form at the addressee's address or email address.
- (b) For the purposes of this clause 39.13, a party's address and email address is that set out in the Order Form (as applicable), unless the party has notified a changed address, then the notice, consent, approval or other communication must be sent to that address.
- (c) A Notice will be regarded as received at the time and on the day it is actually received, but if it is received on a day that is not a Business Day or after 5:00pm on a Business Day it is regarded as received at 9:00am on the following Business Day.
- (d) Unless there is evidence to the contrary:
  - (i) a letter sent by post will be taken to be received on the fifth Business Day after posting (or seventh, if posted to or from a place outside of Australia);
  - (ii) in the case of email:
    - A. production of a delivery notification statement from the computer from which the email was sent which indicates that the email was sent in its entirety to the email address of the recipient will be prima facie evidence that the email has been received;
    - B. where there is no delivery notification statement from the computer from which the email was sent, the date and the time of dispatch of the email will be prima facie evidence of the date and time that the email was received; and
    - C. where a delivery error or similar response is returned in response to that email, the email will not be taken to be received and the sender must use an alternative method of giving that notice in accordance with this clause 39.13.

### 39.14 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

### 39.15 Expenses

Except as otherwise expressly provided in this Agreement, each party must pay its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement.

### 39.16 English language


All communications between the parties and all documentation provided in connection with this Agreement and the Supplier's Activities must be in the English language.

**39.17 Governing Law**

This Agreement is governed by the Laws applicable in the State of New South Wales, Australia. The Supplier irrevocably and unconditionally submits to the sole and exclusive jurisdiction of the courts of New South Wales, Australia and the courts entitled to hear appeals from those courts.


Executed as an agreement:

**Signed for and on behalf of The State of New South Wales by its Department of Education, ABN 40 300 173 822** by its authorised representative, but not so as to incur personal liability:


  
\_\_\_\_\_  
Signature of authorised representative

Christopher Dale  
\_\_\_\_\_  
Name of authorised representative in full  
Date 5/02/2024

**Executed by Janison Solutions Pty Ltd ABN 35 081 897 494**  
in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Signature of Secretary

Stuart Halls  
\_\_\_\_\_  
Name of Secretary  
Date 5/2/2024 | 16:32:34 AEDT

  
\_\_\_\_\_  
Signature of Director

Wayne Houlden  
\_\_\_\_\_  
Name of Director  
Date 5/2/2024 | 15:37:48 AEDT

## Schedule 1 - Definitions and interpretation

### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

**Aboriginal Participation Plan** means the plan of that name developed pursuant to the Aboriginal Procurement Policy and attached to, or referenced in, the Order Form.

**Aboriginal Procurement Policy** means the New South Wales Government's Aboriginal Procurement Policy published at <https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy> (or such other link as notified by the Customer).

**Acceptance** in respect of a Deliverable, means the issuing by the Customer of an Acceptance Certificate for that Deliverable. **Accept** and **Accepted** have a corresponding meaning.

**Acceptance Certificate** means an acceptance notice or certificate issued by the Customer pursuant to clause 14.3 to confirm that a Deliverable meets the Acceptance Criteria.

**Acceptance Criteria** in respect of a Deliverable, means the compliance of that Deliverable with any criteria set out in the Order Form and such other requirements as the Customer reasonably considers necessary to determine whether that Deliverable complies with the applicable Specifications and the other requirements set out in this Agreement.

**Acceptance Tests** or **Testing** in respect of a Deliverable, means acceptance tests carried out in accordance with clause 14 to verify whether the Acceptance Criteria in respect of that Deliverable has been met, including any such tests specified in the Order Documents.

**Accessibility Standard** has the meaning given to that term in clause 6.3(a)(i).

**Additional Activities** has the meaning given to that term in clause 6.9(a)(i).

**Additional Conditions** means any terms or conditions that vary or are additional to the terms and conditions set out in the Core Terms or Module Terms and which are stated or referenced in Items 11 or 66 of the Order Form.

**Additional Order** means an Additional Order for Services and/or Deliverables that is placed in accordance with clause 3.3.

**Adjustment Notice** has the meaning given to that term in clause 24.3(d).

**Agreement** means this agreement and includes any schedule and attachment to this agreement.

**Authorisations** means any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Government Agency.

**Authority** includes any Government Agency, governmental or semi-governmental or local government authority, administrative, regulatory or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

**Benchmarking Activities** has the meaning given to that term in clause 24.2(b).

**Benchmarking Notice** has the meaning given to that term in clause 24.2(b).

**Benchmarking Report** has the meaning given to that term in clause 24.3(a).

**Best Industry Practice** means a standard of service or deliverable, in terms of quality, productivity, performance, cost and timeliness of delivery, that, when considered collectively, is equal to or better than the commonly accepted best practice being provided at the relevant

time by a supplier of like or similar services, deliverables and activities to the Supplier's Activities throughout the world.

**Business Contingency Plan** has the meaning given to that term in clause 25.2(a).

**Business Day** means a day other than a Saturday, Sunday or gazetted public holiday in New South Wales, Australia.

**Business Hours** means the hours between 9:00am and 5:00pm on any Business Day.

**Change Control Procedure** means the procedure to be followed with respect to Change Requests as specified in clause 10.

**Change in Control** means, in respect of an entity, the occurrence of any circumstances or events following which the entity, who was not so controlled before, is controlled by another person, alone or together with any Related Body Corporate, and:

- (a) includes, in respect of the entity, a change of a direct holding of at least fifteen percent of the voting shares in that entity or a holding company of that entity; however
- (b) excludes an internal solvent corporate reorganisation occurring exclusively within the group of companies comprised of the Supplier and its Related Bodies Corporate.

**Change Request** has the meaning given to that term in clause 10.1(a).

**Change Request Form** means a document in substantially the same form as that in Schedule 5 or such other form approved by the Customer.

**Claim** means any allegation, cause of action, liability, claim, proceeding, suit or demand of any nature, whatsoever arising, and whether present or future, fixed or unascertained, actual or contingent and whether at Law, under statute or otherwise.

**Commencement Date** means the date specified as such in the Order Form.

**Confidential Information** means information that:

- (a) is by its nature confidential;
- (b) is communicated by the discloser of the information (**Discloser**) to the recipient of the information (**Recipient**) as confidential;
- (c) the Recipient knows or ought to know is confidential; or
- (d) relates to or comprises the:
  - (i) financial, corporate or commercial information of any party;
  - (ii) affairs of a third party; or
  - (iii) strategies, practices or procedures of the State of New South Wales or any information in the Supplier's possession relating to a Government Agency,

but excludes information:

- (e) in the public domain, unless it came into the public domain due to a breach of confidentiality;

- (f) independently developed by the Recipient; or
- (g) in the possession of the Recipient without breach of confidentiality by the Recipient or other person.

**Conflict of Interest** means the Supplier or its Personnel:

- (a) engaging in any activity;
- (b) obtaining any interest, whether pecuniary or non-pecuniary; or
- (c) being involved in any actual or threatened litigation or investigation,

whether proven or alleged, which is likely to, has the potential to, or could be perceived to, present a conflict of interest in the Supplier or its Personnel performing its obligations under this Agreement.

**Contract Authority** means the entity named as such in the Order Form and who has entered into a MICTA.

**Core Terms** means clauses 1 to 39 of this Agreement.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Correctly Rendered Invoice** means an Invoice which:

- (a) specifies an amount that is due for payment and correctly calculated in accordance with this Agreement;
- (b) is itemised and identifies the GST exclusive amount, the GST component and the GST inclusive amount (as applicable) and enables the Customer to ascertain what the Invoice covers and the amount payable;
- (c) includes (where available) the relevant purchase order number notified by the Customer to the Supplier and this Agreement reference number;
- (d) where relating to an amount that is payable subject to Acceptance, is accompanied by documentary evidence that signifies that Acceptance (where appropriate) has occurred in accordance with this Agreement;
- (e) is in the right form (which may be an electronic or digital form where agreed to by the Customer); and
- (f) complies with clauses 24.4(a) to 24.4(b) and satisfies any additional criteria relating to Invoices specified in the Order Form.

**Critical CSI** means any:

- (a) CSI that is critical to the Supplier's ability to carry out the Supplier's Activities and without which the Supplier would be materially restricted in its ability to carry out the Supplier's Activities in accordance with the requirements of this Agreement; or
- (b) any CSI specified as "Critical CSI" in the Order Form.

**Crown** means the Crown in right of the State of New South Wales.

**Customer** means the entity named as such in Item 1 of the Order Form.

**Customer Data** means all data (including metadata) and information relating to the Customer or any Government Agency and the operations, facilities, customers, clients, personnel, assets

and programs of the Customer and any Government Agency, including Personal Information, in whatever form that information may exist and whether created, captured, collected, entered into, stored in, generated by, controlled, managed, retrieved, transferred, transmitted, printed, processed or produced as part of carrying out the Supplier's Activities, but excluding any Performance Data.

**Customer Environment** means the combination of hardware, software, systems and network infrastructure and services used by the Customer from time to time, including those specified in the Order Documents.

**Customer's Representative** means the person nominated in Item 2 of the Order Form or as advised in writing by the Customer to the Supplier from time to time, to act on behalf of the Customer in connection with this Agreement.

**Customer Supplied Items** or **CSI** means the Materials, equipment, resources or items specified in the Order Form to be provided by the Customer to the Supplier.

**Customer User(s)** means any Personnel of the Customer or any other person that the Customer authorises to use the Deliverables or Services.

**Data Location Conditions** means:

- (a) compliance with the Information Security Requirements;
- (b) ensuring that Customer Data and Personal Information is at all times handled and processed in accordance with all applicable Laws, including the Privacy Laws and the *State Records Act 1998* (NSW) (to the extent applicable);
- (c) not transferring any Customer Data and Personal Information to a jurisdiction that is the subject of any sanction, embargo, export control or similar Laws;
- (d) ensuring that Customer Data and Personal Information is at all times protected in accordance with the terms of this Agreement including clauses 19, 20 and 21; and
- (e) compliance with any other requirements or conditions with respect to the location of Customer Data and Personal Information as specified in Item 39 of the Order Form or in the Module Terms.

**Data Management and Protection Plan** means the Supplier's written plan with respect to data management and protection that complies with clause 20.2.

**Date for Delivery** means the date(s) (including any Key Milestones) by which the Supplier must provide the relevant Deliverables and/or Services to the Customer or complete the relevant Supplier's Activities, as stated in the Order Documents and as may be adjusted under this Agreement.

**Deed of Confidentiality and Privacy** has the meaning given to that term in clause 11.4(a).

**Default Amount** means the amount determined as such according to clause 34.5(b).

**Defect** means a fault, error, failure, degradation, deficiency or malfunction that causes the relevant Deliverable or Service to not meet the Specifications and the other requirements of this Agreement or any other aspect of a Deliverable or Service that is not in accordance with the requirements of this Agreement.

**Delay** has the meaning given to that term in clause 6.7(a)(i).

**Deliverable** means all things or items (including Documents) to be supplied by the Supplier under this Agreement as set out in the Order Documents.

**Denial of Service (DoS) Attack** means an attack that shuts down or substantially degrades the Deliverables and/or Services, resulting in the Deliverables and/or Services (or any functionality forming part of the Deliverables and/or Services) being unable to be used by the Customer or Customer Users in the manner intended to be used under this Agreement, including as to any Service Levels or key performance indicators.

**Disaster** means any disaster, accident, emergency, degradation, damage, interruption or other event which impacts on the continuity of the Supplier's Activities (including any Force Majeure Event impacting the Supplier).

**Dispute Notice** has the meaning given to that term in clause 35.1(b).

**Document** has the meaning given to that term in clause 8.1(a).

**Document Deliverable** means any Deliverable which is, or is required to be, in the form of a Document.

**Eligible Customer** means any Government Agency or Eligible Non-Government Body.

**Eligible Non-Government Body** includes the following public bodies that are not Government Agencies (as identified under clause 6 of the *Public Works and Procurement Regulation 2019* (NSW)):

- (a) a private hospital;
- (b) a local council or other local authority;
- (c) a charity or other community non-profit organisation;
- (d) a private school or a college;
- (e) a university;
- (f) a public authority of the Commonwealth or any other State or Territory;
- (g) a public authority of any other jurisdiction (but only if it carries on activities in the State of New South Wales); or
- (h) any contractor to a public authority (but only in respect of things done as such a contractor).

**Escrow Materials** means the software code and programming Materials specified in Item 38 of the Order Form.

**Existing Materials** means any Materials in which Intellectual Property Rights subsist (which, in the case of the Supplier, are incorporated into a Deliverable or Service or to which the Customer otherwise requires a licence in order to enjoy the benefit of this Agreement or any obligations performed for the Customer under it):

- (a) belonging to a party that are pre-existing as at the Commencement Date; or
- (b) that are brought into existence, by or on behalf of a party, other than in connection with the performance of that party's obligations under this Agreement,

and includes any enhancements, modifications and developments to such Materials, to the extent not comprising New Materials.

**Financial Security** has the meaning given to that term in clause 28.2(a).



**Force Majeure Event** means any of the following events or circumstances to the extent not within the reasonable control of the party affected by it (**Affected Party**):

- (a) acts of God, including storms, cyclones, landslides, epidemics, earthquakes, floods, and other natural disasters;
- (b) strikes, stoppages, labour restraints and other industrial disturbances, except for those only affecting the Personnel of the Affected Party;
- (c) acts of the public enemy, including wars, blockades and insurrections; and
- (d) riots, malicious damage, sabotage, civil disturbance and acts of terrorism,

the incidence of which is not (or would not be reasonably expected to be) generally known to the Affected Party as at the Commencement Date and which the Affected Party is not reasonably able to prevent or overcome, or the effects of which the Affected Party is not reasonably able to predict and take measures to avoid, by the exercise of reasonable diligence and prudence.

**GIPA Act** means the *Government Information (Public Access) Act 2009* (NSW).

**Governance Framework** has the meaning given to that term in clause 4.3(a).

**Government Agency** means any of the following:

- (a) a government sector agency (within the meaning of the *Government Sector Employment Act 2013* (NSW));
- (b) a New South Wales Government agency;
- (c) any other public authority that is constituted by or under an Act or that exercises public functions for or on behalf of the State of New South Wales (other than a State owned corporation); or
- (d) any State owned corporation prescribed by regulations under the *Public Works and Procurement Act 1912* (NSW).

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**ICT** means information and communication technologies.

**ICT Purchasing Framework** means the suite of New South Wales Government template documents which sets out standard terms and conditions to be used by Eligible Customers for the procurement of ICT related goods and services.

**Indemnified Entities** means the Customer, Customer Users, the State of New South Wales, the Customer's Personnel and, in relation to a Government Agency, the relevant head of the Government Agency and its responsible Minister.

**Information Security Requirements** has the meaning given to that term in clause 19.2(a).

**Inherent Risks** means the level of risks that exists in an organisation prior to the adoption or implementation of internal security controls or measures designed to avoid or mitigate them.

**Initial Term** means the period specified as such in the Order Form.

**Insolvency Event** means the occurrence of any one or more of the following events in relation to any person:

ICTA

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver, or receiver and manager, be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) a receiver is appointed to it or any of its assets;
- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under Law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (i) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (j) a notice is issued under sections 601AA or 601AB of the Corporations Act;
- (k) a writ of execution is levied against it or a material part of its property;
- (l) it ceases to carry on business or threatens to do so; or
- (m) anything occurs under the Law of any jurisdiction which has a substantially similar effect to any of the events set out in the above clauses of this definition.

**Intellectual Property Rights** means all intellectual property rights, including:

- (a) copyright, patent, design, semi-conductor or circuit layout rights, registered design, trade marks or trade names and other protected rights, or related rights, existing worldwide; and
- (b) any licence, consent, application or right to use or grant the use of, or apply for the registration of, any of the rights referred to in paragraph (a),

but does not include the right to keep Confidential Information confidential, Moral Rights, business names, company names or domain names.

**Invoice** means a tax invoice issued under the GST Law.

**Item** means an item in Parts A to E of the Order Form.

**Key Milestone** means a Date for Delivery of a Deliverable, or for the completion of a particular Service or other Supplier's Activity, that is specified as such in the Payment Particulars or Order Documents, as may be adjusted under this Agreement.

**Laws** means any legally binding law, legislation, statute, act, regulation, subordinate legislation, rule, by-law, order, proclamation, decree, ordinance, directive or code which is

enacted, issued or promulgated from time to time in any relevant jurisdiction (including the Commonwealth or any State or Territory government) and any applicable common law and rule or principle of equity.

**Licensed Software** means the software set out in the Order Documents that the Supplier is to provide to the Customer, or provide the Customer access to (as applicable) under this Agreement and includes any Updates or New Releases of that software that may be provided to the Customer from time to time in accordance with this Agreement.

**Limitation Amount** has the meaning given to that term in clause 34.5.

**Liquidated Damages** means any damages specified as such in an Order Form which, where applicable, will be applied in accordance with clause 16.

**Loss** means any loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, Claim, outgoing, fine or payment of any nature or kind.

**Material Defect** means any Defect which represents a material departure from the Specifications or other requirements of this Agreement in respect of that Deliverable or prevents the proper operation of the Deliverable.

**Materials** means all property, materials, documents, information and items in whatever form, and includes equipment, hardware, computer software (including development tools and object libraries), concepts, approaches, tools, methodologies, processes, know-how, data, Documentation, manuals and anything else which is the subject matter of Intellectual Property Rights.

**MICTA** means (if any) the master ICT agreement between the Contract Authority and the Supplier under which there is a standing offer to provide particular ICT-related goods, services and/or other activities (including the Deliverables and Services) to Eligible Customers.

**Modern Slavery** has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

**Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth) and any other applicable legislation addressing similar subject matter.

**Modern Slavery Statement** means a modern slavery statement as required or volunteered under the Modern Slavery Laws.

**Module** means the applicable Module(s) which apply to the specific Services and/or Deliverables as identified in the Order Form.

**Module Terms** means the terms and conditions in respect of the applicable Module(s) as set out in the Module(s).

**Moral Rights** means a person's moral rights as defined in the *Copyright Act 1968* (Cth) and any other similar rights existing under any other laws.

**New Materials** means Materials in which Intellectual Property Rights subsist that are created or which arise in the course of performing this Agreement, excluding Customer Data.

**New Releases** means software (including the latest current version) which has been produced primarily to extend, alter or improve the Licensed Software by providing additional functionality or performance enhancement (whether or not Defects in that Licensed Software are also corrected) while still retaining the original designation of the Licensed Software. A New Release does not include any software that is generally licensed by the Supplier to its customers as a different product.

**Nominated Personnel** means the key Personnel of the Supplier who are required to undertake the provision of the Supplier's Activities or part of the work constituting the Supplier's Activities, as stated in Item 18 of the Order Form or otherwise agreed by the Customer in writing.

**Notice** has the meaning given to that term in clause 39.13.

**Open Source Software** means software available under a licence which:

- (a) meets the criteria of the Open Source Definition published by the Open Source Initiative at <http://www.opensource.org>, and includes the forms of creative commons licences published as the Creative Commons Legal Code for Australia at <http://www.creativecommons.org>; or
- (b) contains any term or condition which mandates the re-licensing or redistribution to the public (whether free of charge or for a fee) of any software code, in any circumstance.

**Order** means an order for the Services and/or Deliverables and other Supplier's Activities as set out in an Order Form, and includes an Additional Order.

**Order Documents** means:

- (a) the Order Form;
- (b) the Payment Schedule;
- (c) all applicable Plans; and
- (d) the relevant Module Terms identified as applicable in Item 13 of the Order Form.

**Order Form** means:

- (a) the document set out at Schedule 2;
- (b) any Additional Order;
- (c) any Statement of Work or Supplier's Documents incorporated within or attached to an Order Form in accordance with this Agreement; and
- (d) any schedules, annexures or attachments expressly incorporated into any of the above documents.

**Other Changes** means any actual or proposed change in the Supplier's circumstances, operations or supply chains (including a change to the Supplier's Personnel) that could reasonably be considered to:

- (a) create a security risk for the Customer or the State of New South Wales; or
- (b) adversely affect the:
  - (i) Supplier's ability to fulfil its obligations under this Agreement; or
  - (ii) reputation of the Customer or the State of New South Wales.

**Other Supplier** means any supplier, contractor, consultant or other person engaged to provide services or deliverables to the Customer, other than the Supplier or its subcontractors and suppliers.

**Payment Particulars** means the pricing and payment regime for the completion of the Supplier's Activities as set out in the Payment Schedule, the Statement of Work or in Item 43 of the Order Form.

**Payment Schedule** means the schedule of Prices and payment regime specified in Schedule 4.

**Performance Data** means automatically generated metadata, not including any Personal Information or Confidential Information of the Customer or a Government Agency that:

- (a) is incidentally generated by a computer system in the course of its normal operation;
- (b) relates to the performance or operation of that computer system; and
- (c) arises in the course of the performance of the Supplier's Activities.

**Performance Guarantee** has the meaning given to that term in clause 28.1.

**Personal Information** means:

- (a) information or an opinion about an identified individual (that is, a natural person) or an individual who is reasonably identifiable whether the information or opinion is:
  - (i) true or not; and
  - (ii) recorded in a material form or not; and
- (b) information defined as such under applicable Privacy Laws.

**Personnel** means a party's employees, officers, agents and subcontractors and:

- (a) in the case of the Supplier, includes any persons carrying out the Supplier's Activities on the Supplier's behalf; and
- (b) in the case of the Customer, includes any Customer Users permitted or enabled by the Customer to use the Deliverables and Services, but excludes the Supplier and its Personnel.

**Plans** means any:

- (a) Project Plan;
- (b) Business Contingency Plan;
- (c) Data Management and Protection Plan;
- (d) Test Plan;
- (e) Transition-In Plan and Transition-Out Plan; and
- (f) any additional plans specified in Item 27 of the Order Form or required to be complied with under this Agreement.

**Policies, Codes and Standards** means:

- (a) all applicable SME Policies and associated requirements;
- (b) the other policies, codes, standards and guidelines and associated requirements specified in this Agreement, including within:

- (i) clauses 12.2(b) and 37.1(b); and
  - (ii) the Order Form; and
- (c) any Policy Changes with which the Supplier is or becomes required to comply with under clause 12.3.

**Policy Change** has the meaning given to that term in clause 12.3(a).

**Price** means the total amount payable by the Customer for the Deliverables and/or Services and the carrying out of the other Supplier's Activities under this Agreement as stated in the Payment Particulars, as may be adjusted under this Agreement.

**Privacy Laws** means:

- (a) the *Privacy Act 1988* (Cth);
- (b) the *Privacy and Personal Information Protection Act 1998* (NSW);
- (c) the *Health Records and Information Privacy Act 2002* (NSW);
- (d) any legislation (to the extent that such legislation applies to the Customer or the Supplier or any other recipient of Personal Information) from time to time in force in:
  - (i) any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and
  - (ii) any other jurisdiction (to the extent that the Customer or any Personal Information or the Supplier is subject to the laws of that jurisdiction),
 affecting privacy or Personal Information, provided that the Supplier ensures that it complies at all times with the Privacy Laws applicable in New South Wales; and
- (e) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to in paragraphs (a), (b), (c) and (d), as amended from time to time.

**Professional Standards Legislation** means the *Professional Standards Act 1994* (NSW) or other equivalent Laws providing for the statutory limitation of liability of certain suppliers.

**Project Plan** has the meaning given to that term in clause 6.5(a).

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Remediation Plan** has the meaning given to that term in clause 22.2(a)(vi).

**Renewal Period** means the renewal period specified in Item 9 of the Order Form.

**Schedule** means a Schedule to this Agreement. Those Schedules that are applicable to an Order will be identified in Item 13.

**Security Incident** means any one or more of the following:

- (a) any unauthorised (whether under this Agreement or otherwise) or unlawful use of, loss of, access to, alteration of, or disclosure of Customer Data or Personal Information within the Supplier's or its Personnel's possession or control (including any data and information stored on the Supplier's equipment or in the facilities used by the Supplier to carry out the Supplier's Activities, or any unauthorised or unlawful access to such equipment or facilities);

- (b) any notifiable data breach under the Privacy Laws;
- (c) any Denial of Service Attack, Virus or other incident that comprises or adversely impacts the security, availability or integrity of Customer Data, the systems and technologies holding such data or the Customer Environment (or which has the intent to do so);
- (d) any security breaches, cyber security incidents or similar events relating to or affecting Customer Data, Personal Information or the Customer Environment which trigger, or are likely to trigger, contractual reporting obligations or legal reporting obligations to an Authority or which would require a response or action under this Agreement, at Law or under any of the Policies, Codes and Standards;
- (e) where there are reasonable grounds to suspect that any breaches or circumstances under paragraphs (a) to (d) have occurred or are likely to have occurred or will occur; or
- (f) any alleged occurrence of any of the above events or circumstances.

**Security Program** has the meaning given to that term in clause 21.2(a).

**Service Levels** means any minimum performance levels, key performance indicators and other service standards with respect to the Supplier's Activities to be achieved by the Supplier as specified, included or incorporated by reference (in accordance with this Agreement) in the Order Documents.

**Services** means:

- (a) the services that the Supplier is required to perform or provide under this Agreement as described in the Order Documents; and
- (b) any related or ancillary services which are required or reasonably incidental for the proper performance of the services, functions, processes and responsibilities referred to in paragraph (a).

**Site** has the meaning given to that term in clause 6.10(a).

**SME Policies** means:

- (a) the New South Wales Government's Small and Medium Enterprises and Regional Procurement Policy, published at <https://buy.nsw.gov.au/policy-library/policies/sme-and-regional-procurement-policy> (or such other link as notified by the Customer);
- (b) the ICT/Digital Sovereign Procurement Commitments, published at <https://buy.nsw.gov.au/resources/ictdigital-sovereign-procurement-commitments> (or such other link as notified by the Customer);
- (c) the Small Business Shorter Payment Terms Policy, published at <https://buy.nsw.gov.au/policy-library/policies/small-business-shorter-payment-terms-policy> (or such other link as notified by the Customer); and
- (d) such other SME policies specified in the NSW Procurement Policy Framework, published at <https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework> (or such other link as notified by the Customer).

**Specifications** in respect of a Deliverable or Service, means the technical or descriptive specifications of the functional, operational, performance or other characteristics relating to that Deliverable or Service as detailed or referred to in the Order Documents or as otherwise agreed by the parties in writing.

**Stage** means one or more stages or phases of the project as specified in the Order Documents.

**Statement of Work or SoW** means a statement of work incorporated within or attached to an Order Form, an illustrative form of which is set out in Schedule 3.

**Step-In Right** has the meaning given to that term in clause 26.

**Step-Out Notice** has the meaning given to that term in clause 26.2(a).

**Supplier** means the entity named as such in Item 4 of the Order Form.

**Supplier's Activities** means all things or tasks which the Supplier is, or may be, required to do to comply with its obligations under this Agreement and includes the supply of the Deliverables and Services and, where applicable, the carrying out of any Transition-In Services and Transition-Out Services.

**Supplier's Documents** means any product specifications, service-specific detail or other terms and conditions of the Supplier which comply with clause 1.5 and which the parties have expressly agreed to incorporate into this Agreement, as set out in Annexure A to the Order Form.

**Supplier's Representative** means the Supplier's employee nominated in Item 5 of the Order Form or as advised in writing by the Supplier from time to time to act on its behalf in connection with this Agreement.

**Tax** means any sales tax, value added tax, duty, withholding tax, levy, impost or other charge or duty levied by any government in Australia or elsewhere, which arises out of or in connection with the Supplier's performance of its obligations under this Agreement, but excludes GST.

**Term** means the Initial Term of this Agreement and any Renewal Period, unless this Agreement is terminated earlier, in which case the Term ends on the date of termination of this Agreement.

**Test Plan** means the Plan with respect to the conduct of tests pursuant to clause 14, and which is referenced in or annexed to the Statement of Work or other Order Documents or agreed between the parties in writing.

**Transition-In Plan** means a transition-in Plan prepared by the Supplier and approved by the Customer in accordance with clause 7.

**Transition-In Services** means the transition-in Services specified in the Order Documents or in any Transition-In Plan that is approved by the Customer in accordance with clause 7.2.

**Transition-Out Period** means the period specified in the Order Documents or, if no period is specified in the Order Documents, the period commencing on the expiry or termination of this Agreement and continuing for six months.

**Transition-Out Plan** means a transition-out Plan prepared by the Supplier and approved by the Customer in accordance with clause 31.2.

**Transition-Out Services** means any transition-out or disengagement Services provided by the Supplier pursuant to clause 31, including under any Transition-Out Plan.

**Updates** means software which has been produced primarily to overcome Defects in, or to improve the operation of, the relevant part of the Licensed Software without significantly altering the Specifications whether or not that Licensed Software has also been extended, altered or improved by providing additional functionality or performance enhancement.



**User Documentation** means any documentation (such as user manuals, operating manuals, technical manuals, published specifications, security configurations or other documentation) that:

- (a) is specified in the Order Documents; or
- (b) is reasonably required in order for the Customer or Customer Users to use, maintain, secure, operate or otherwise obtain the benefit of any Deliverable or Service.

**Virus** means a computer program, code, device, product or component that is designed to threaten the security or integrity of the Customer's operations or the Deliverables and/or Services, prevent, inhibit or impair the performance of the Customer's operations or the Deliverables and/or Services or pose a threat or hazard to the security or integrity of the Customer's operations, but does not include any code, mechanism or device that is included in software by the Supplier for the purpose of managing the licensed use of software.

**Warranty Period** means the period specified in Item 36 of the Order Form, or where no warranty period is specified:

- (a) 90 days from Acceptance of the relevant Deliverable or Service; or
- (b) if a Deliverable or Service is not subject to Acceptance, 30 days from the provision of the Deliverable or Service to the Customer in accordance with this Agreement.

**WHS Legislation** means legislation relating to health and safety, including the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

**Wilful Misconduct** means an act or omission of a party, deliberately performed or engaged in, which the relevant party knew (or ought to have known or predicted on due and reasonable consideration), would have a reasonable possibility of damaging, having a materially adverse effect on, or prejudicing, the other party.

## 1.2 Interpretation

In this Agreement, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (d) words that are gender neutral or gender specific include each gender;
- (e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (f) the words "such as", "including", "particularly" and similar expressions are not used as, nor are intended to be interpreted as, words of limitation;
- (g) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;

- (ii) a thing (including a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;
  - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to the relevant part of this Agreement in which that reference is located;
  - (vi) a reference to a statute or other Law is a reference to that statute or other Law as amended, consolidated or replaced;
  - (vii) a monetary amount is to Australian dollars or such other currency specified in the Order Documents; and
  - (viii) time is to Australian Eastern Standard Time;
- (h) a reference to any Authority, institute, association or body is:
- (i) if that Authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that Authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or object as that Authority, institute, association or body; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of any part of this Agreement.

### **1.3 Discretion**

- (a) Subject to any express provision in this Agreement to the contrary:
- (i) a provision of this Agreement which says that the Customer or the Customer's Representative "may" do or not do something is not to be construed as imposing an obligation on the Customer or the Customer's Representative to do or not do that thing; and
  - (ii) there will be no procedural or substantive limitation upon the manner in which the Customer or the Customer's Representative may exercise any discretion, power or entitlement conferred by this Agreement.
- (b) Without limiting clause 1.3(a) of this Schedule, neither the Customer nor the Customer's Representative will be under any obligation to exercise any such discretion, power or entitlement for the benefit of the Supplier or as required by any other legal doctrine which in any way limits the express words used in the provisions of this Agreement conferring the discretion, power or entitlement.

## Schedule 2 - Order Form

### PART A: ICTA

Clause references below are references to clauses in this Agreement.

No	Item	Ref	Description or selection
<b>KEY DETAILS</b>			
1.	Customer	Generally Schedule 1	<b>The State of New South Wales by its Department of Education</b> ABN 40 300 173 822
2.	Customer's Representative	Generally Schedule 1	[REDACTED], Program Director, Selective Education Program, Education Standards
3.	MICTA	1.4 Generally Schedule 1	Is this Agreement entered into pursuant to a MICTA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.  Clause 1.4 does not apply.
4.	Supplier	Generally Schedule 1	Janison Solutions Pty Ltd ABN 35 081 897 494
5.	Supplier's Representative	Generally Schedule 1	[REDACTED] Account Director
6.	Notices for the Customer	39.13(b)	Customer's address: 105 Phillip St, Parramatta, NSW, 2150  Customer's email: [REDACTED]
	Notices for the Supplier	39.13(b)	Supplier's address: Janison Solutions Pty Ltd C/ Automic Group, of Level 5, 126 Phillip Street, Sydney NSW 2000, Australia  Supplier's email: [REDACTED] (If the Customer decides to provide a notice by post, such notice must be sent to both emails in addition to post. Otherwise, the Customer can decide to provide a notice by email only to the designated email addresses above.)
<b>TERM</b>			
7.	Commencement Date	5.1 Schedule 1	The date on which the last party signs this Agreement

No	Item	Ref	Description or selection
8.	Initial Term	5.1 Schedule 1	5 years from the Commencement Date
9.	Renewal Period	5.2 Schedule 1	1 Renewal Period of 5 years.
	Notice period for renewals	5.2	45 days
<b>ORDERING AND PURCHASING</b>			
10.	Additional Orders	3.3 Schedule 1	The Customer is permitted to place Additional Orders. Any Additional Orders for Services may be placed through a Statement of Work in accordance with the process set out in the Additional Conditions.
11.	Additional Conditions	3.5 Schedule 1	<p>As set out in Annexure C to Order Form (<b>Additional Conditions Annexure</b>), and the “NSW Department of Education Information Security Requirements” attached to the Additional Conditions Annexure (<b>NSW Department of Education Information Security Requirements</b>).</p> <p>Changes to the Information Security Requirements may be made by the Customer in accordance with the NSW Department of Education Information Security Requirements. The Change Control Procedure does not apply.</p>
12.	Reseller arrangements	3.6	<p>The Supplier is the authorised reseller for the online remote proctoring Cloud Services provided by Verificient Technologies Inc (trading as Proctortrack) which within this Agreement is described as ‘Janison Remote’. To be clear, the Supplier must ensure that despite the above, the Customer’s (including any Customer Users’) access or use of Janison Remote will not subject the Customer (including any Customer Users) to:</p> <ul style="list-style-type: none"> <li>any additional third party legal terms (e.g. end user licence agreement of Verificient Technologies Inc.);</li> <li>any third party privacy or information security policies,</li> </ul> <p>unless otherwise agreed in writing between the Customer and Supplier.</p> <p>The terms of this Agreement govern the Supplier’s (including its Personnel’s) delivery of ProctorTrack. Where ‘Janison Remote’ is provided as part of Services or Deliverables under a Statement of Work, the Customer acknowledges and agrees that:</p> <ul style="list-style-type: none"> <li>it will need to obtain consent for Customer Users’ use of the Verificient Technologies Inc services in accordance with applicable Privacy Laws (including</li> </ul>

No	Item	Ref	Description or selection
			<p>parental consent for Customer Users under the age of 13); and</p> <ul style="list-style-type: none"> <li>Customer Users will need to agree and adhere to reasonably required environment guidelines.</li> </ul>
13.	Schedules	Generally Schedule 1	<input checked="" type="checkbox"/> Schedule 1 - Definitions and interpretation <input checked="" type="checkbox"/> Schedule 2 - Order Form <input checked="" type="checkbox"/> Schedule 3 - Statement of Work Template <input checked="" type="checkbox"/> Schedule 4 - Payment Schedule <input checked="" type="checkbox"/> Schedule 5 - Change Request Form (Note: If approved by the Customer, an alternate form to the default provisions in Schedule 5 may be used). <input type="checkbox"/> Schedule 6 - Deed of Confidentiality and Privacy <input type="checkbox"/> Schedule 7 - Escrow Deed (Not Used) <input checked="" type="checkbox"/> Schedule 8 - Performance Guarantee <input type="checkbox"/> Schedule 9 - Financial Security
	Modules	1.2(c)	<input checked="" type="checkbox"/> Cloud Module <input checked="" type="checkbox"/> Services Module <input type="checkbox"/> Software Module (Non-Cloud) <input type="checkbox"/> Hardware and Other ICT Deliverables Module
<b>SUPPLIER'S ACTIVITIES</b>			
14.	Scope	Generally	<p>Where agreed in a relevant Statement of Work, the Supplier will provide any of the following Services and Deliverables to the Customer under this Agreement in relation to the Tests according to the Specifications. Some of the Services and Deliverables may include:</p> <ul style="list-style-type: none"> <li><b>(Test design and scoring and Test delivery Services)</b> the Supplier will provide test specification and design of Tests to achieve selection education placement, outcomes and objectives of the Customer. The Supplier will also lead Test development practices, develop and produce practice Test papers, perform Test paneling with Customer Personnel, mark Tests and score them and review and report to the Customer on the Tests. Further, the Supplier will provide and administer computer-based testing Cloud Services for the delivery of the computer-based Tests and provide related support Services. If required, the Supplier will also deliver paper-based test in the case</li> </ul>

No	Item	Ref	Description or selection
			<p>of contingency. (These are collectively referred to as <b>Lot 1A Services</b>);</p> <ul style="list-style-type: none"> <li>• <b>(Test Centres sourcing and management)</b> the Supplier will provide sourcing and management Services for a network of test centre venues that is capable of allowing students to sit for the Program Tests across New South Wales (<b>Test Centres</b>) according to the Specifications. The Supplier will ensure the Test Centres are available as Test venues on all planned Test days. The Test Centres must also support the placement tests to be conducted as computer-based tests in accordance with the Specifications. (These are collectively referred to as <b>Lot 2B Services</b>);</li> <li>• <b>(Tests administration, invigilation, resourcing and management)</b> the Supplier will conduct Test administration (including, for example, packing and return of Test items) according to the Customer's requirements and standards. The Supplier will also provide invigilation Services (including arranging, training and managing invigilation resources and Personnel) for the Tests. (These are collectively referred to as <b>Lot 2C Services</b>).</li> </ul> <p>Refer to the relevant Statement(s) of Work for additional descriptions of the scope of the Supplier's Activities.</p> <p>Refer to Annexure C (Additional Conditions) for the definition of <b>Test</b>.</p>
15.	Requirements - Accessibility requirements	6.3(b)(ii)	<p>As set out in the Specifications.</p> <p>The Insights Platform is WCAG 2.1AA compliant. The Supplier will ensure that any updates to the Insights Platform during the Term will not lead to any detrimental impact on the Insights Platform's compliance with the WCAG 2.1AA requirements.</p> <p>The Insights Platform (as defined in Item 56 of Part B: Cloud Module) will provide Australian Curriculum Assessment and Reporting Authority (ACARA) approved reasonable adjustments to align with NAPLAN grade accessibility features.</p> <p><b>For Lot 2B Services:</b> The Supplier will:</p> <ul style="list-style-type: none"> <li>• provide specialty venues or equipment, as applicable for Program test students with disability; and</li> <li>• provide one on one test environments.</li> </ul> <p><b>For Lot 2C Services:</b> The Supplier will provide for the Program test events:</p> <ul style="list-style-type: none"> <li>• specially trained invigilation, including reader, scribe and anaphylaxis-trained invigilation Personnel;</li> </ul>

No	Item	Ref	Description or selection
			<ul style="list-style-type: none"> <li>where agreed in any relevant SoW(s), Supplier staff Personnel who have undertaken disability awareness training.</li> </ul>
	Requirements - Work health and safety	12.4(f)	Refer to the Specifications for any additional work health and safety requirements.
16.	Site attendance	6.10 Schedule 1	<p>Will the Supplier be required to attend the Site to carry out any aspect of the Supplier's Activities (including the supply of any Deliverables)?</p> <p><input checked="" type="checkbox"/> Yes, if required under the relevant Statement(s) of Work</p> <p><input type="checkbox"/> No</p>
	Site location		As set out in the relevant SoW(s), or as otherwise notified by the Customer to the Supplier from time to time.
	Physical delivery		As set out in the relevant SoW(s).
	Requirements for attendance at the Site		Any additional requirements are set out in the relevant SoW(s).
17.	Policies, Codes and Standards	12.2 Schedule 1	<p>The Supplier must comply with:</p> <ol style="list-style-type: none"> <li>the Supplier Code of Conduct published at <a href="https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct">https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct</a>;</li> <li>the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182) ensuring that the Products and Services have not been produced using the "worst forms of child labour" as defined;</li> <li>the Aboriginal Procurement Policy published at <a href="https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy">https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy</a>;</li> <li>the Customer's Statement of Business Ethics published at <a href="https://education.nsw.gov.au/content/dam/main-education/about-us/supplying-to-us/media/documents/statement-of-business-ethics.pdf">https://education.nsw.gov.au/content/dam/main-education/about-us/supplying-to-us/media/documents/statement-of-business-ethics.pdf</a></li> </ol> <p>The Supplier must have in place and enforce, and ensure its subcontractor Personnel have in place and enforce, internal policies that are consistent with the following (to the extent applicable to the Supplier's Activities):</p> <ol style="list-style-type: none"> <li>the NSW Procurement Policy Framework published at <a href="https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework">https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework</a> in so far that it relates to the Supplier's Activities;</li> </ol>

No	Item	Ref	Description or selection						
			<p>f. the NSW Government Cyber Security Policy published at <a href="https://www.digital.nsw.gov.au/policy/cyber-security-policy">https://www.digital.nsw.gov.au/policy/cyber-security-policy</a> in so far as it relates to the Supplier's Activities and the Supplier is directed by the Customer to assist the Customer's compliance with that policy;</p> <p>the NSW Government's cloud policies, including the NSW Government Cloud Policy published at <a href="https://www.digital.nsw.gov.au/sites/default/files/NSW%20Government%20Cloud%20Policy%20v1.1.pdf">https://www.digital.nsw.gov.au/sites/default/files/NSW%20Government%20Cloud%20Policy%20v1.1.pdf</a>;</p>						
	SME Policies	12.2 Schedule 1	The Supplier must comply with the SME and Local Participation Plan as specified in the Specifications.						
	Aboriginal Procurement Policy: Aboriginal participation	12.2(b)	The Aboriginal Procurement Policy applies. The Supplier must comply with the Aboriginal Participation Plan for the Lot 2B Services and Lot 2C Services.						
18.	Nominated Personnel	11.1 Schedule 1	<table border="1"> <thead> <tr> <th>Nominated Personnel's name and position</th> <th>Role/responsibility</th> </tr> </thead> <tbody> <tr> <td>As set out in the relevant SoW(s)</td> <td>As set out in the relevant SoW(s)</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Nominated Personnel's name and position	Role/responsibility	As set out in the relevant SoW(s)	As set out in the relevant SoW(s)		
Nominated Personnel's name and position	Role/responsibility								
As set out in the relevant SoW(s)	As set out in the relevant SoW(s)								
19.	Deed of Confidentiality and Privacy	11.4(a) Schedule 1	The Supplier must ensure that Personnel who are involved in performing the Supplier's Activities are subject to confidentiality, security and privacy obligations through internal processes and conditions of employment that are consistent with the Supplier's obligations under this Agreement. To be clear, this does not reduce the Supplier's obligations to comply with "PART C: DATA AND SECURITY" of the Core Terms.						
20.	Permitted subcontractors	11.5(a)	<p>Is the Supplier permitted to subcontract? Yes</p> <p>The permitted subcontractors and categories of subcontractors are specified below:</p> <table border="1"> <thead> <tr> <th>Category 1 subcontractor – Legal entity name</th> <th>Role/responsibility</th> </tr> </thead> <tbody> <tr> <td>THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE acting through its department Cambridge University Press &amp; Assessment (<b>Cambridge</b>)</td> <td>Performing certain Lot 1A Services as set out in the relevant SoW(s)</td> </tr> <tr> <td>The British Council</td> <td>Provide the testing centres in other States outside of New South Wales and outside of</td> </tr> </tbody> </table>	Category 1 subcontractor – Legal entity name	Role/responsibility	THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE acting through its department Cambridge University Press & Assessment ( <b>Cambridge</b> )	Performing certain Lot 1A Services as set out in the relevant SoW(s)	The British Council	Provide the testing centres in other States outside of New South Wales and outside of
Category 1 subcontractor – Legal entity name	Role/responsibility								
THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE acting through its department Cambridge University Press & Assessment ( <b>Cambridge</b> )	Performing certain Lot 1A Services as set out in the relevant SoW(s)								
The British Council	Provide the testing centres in other States outside of New South Wales and outside of								



No	Item	Ref	Description or selection	
				Australia for inter-State or international students
			<b>Category 2 subcontractor</b> – Legal entity name	Role/Responsibility
			Microsoft Ireland Operations Limited	The Microsoft Azure public cloud computing platform provides the bedrock of all Supplier Cloud Services platforms. The solutions include Infrastructure as a Service ( <b>IaaS</b> ), Platform as a Service ( <b>PaaS</b> ), and Software as a Service ( <b>SaaS</b> ) that can be used for services such as analytics, virtual computing, storage, networking, etc. the Supplier leverages the PaaS solution to deliver Services to the Customer.
			Imperva, Inc	Provides a web application firewall (WAF) that is a key component of the Supplier's web application and API protection (WAAP) stack of the Cloud Services that secures from edge to database, ensuring only legitimate traffic is received.
			Uva Software, LLC. (trading as Scanii)	Will provide a scanning solution for contents generated and uploaded by the Customer to the Cloud Services
			Twilio Inc	Will provide multi-factor authentication solution for the Customer to use when accessing the Cloud Services
			Twilio Inc (trading as SendGrid)	Will provide an email gateway used as part of the Cloud Services for email communication.
			SR Capture	Will provide scanning technology for the writing task component of the Tests if required under a relevant SoW. To be clear, the Supplier is response for any acts or omissions of SR

No	Item	Ref	Description or selection				
			<table border="1"> <tr> <td></td> <td>Capture according to clauses 11.5(f) to 11.5(i) (inclusive).</td> </tr> <tr> <td>Zendesk, Inc</td> <td>Providing ticket management features for the Cloud Services to facilitate support issues tracking by the Supplier and the Customer</td> </tr> </table>		Capture according to clauses 11.5(f) to 11.5(i) (inclusive).	Zendesk, Inc	Providing ticket management features for the Cloud Services to facilitate support issues tracking by the Supplier and the Customer
	Capture according to clauses 11.5(f) to 11.5(i) (inclusive).						
Zendesk, Inc	Providing ticket management features for the Cloud Services to facilitate support issues tracking by the Supplier and the Customer						
21.	Subcontractor deed	11.5(j)	A subcontractor deed is not required provided the Supplier (including its Personnel) complies with Item 19 of this Order Form.				
	Additional subcontractor procurement policy requirements	11.5(k)	As set out in the relevant SoW(s).				
22.	Background checks	11.6(b)	<p>As set out in the "Background and security checks" section of the NSW Department of Education Information Security Requirements and other Specifications.</p> <p><b>For Lot 2C Services:</b> For each member of Supplier Personnel who will be delivering the Lot 2C Services, the Supplier will:</p> <p>(a) ensure all such Personnel hold a current and paid Working with Children Check (<b>WWCC</b>);</p> <p>(b) provide then-current WWCC details, and upon written request, a government issued photo identity document, proof of identity clearance form, and employment agreement incorporating confidentiality clause according to Item 19 of this Order Form;</p> <p>(c) provide a completed personal details form for 1 Supplier staff member per Venue (e.g. the Program test event manager/ coordinator) (refer to Part C: Services for the definition of <b>Venue</b>).</p>				
	Timeframes and time for background checks		As set out in the NSW Department of Education Information Security Requirements and other Specifications.				
<b>PERFORMANCE AND DELIVERY</b>							
23.	Timeframes and requirements for performance	6.1	As set out in the relevant SoW(s).				
	Specifications	6.1 Schedule 1	<p>The Specifications comprise the following documents (listed in the order of priority from highest to lowest if there is any inconsistency between these documents:</p> <p>(a) the Additional Conditions;</p> <p>(b) any Information Security Requirements and Data Location Conditions as set out in this Schedule 2 Order Form and the Core Terms;</p>				

No	Item	Ref	Description or selection
			<p>(c) details in this Schedule 2 Order Form (excluding any Information Security Requirements and Data Location Conditions);</p> <p>(d) any SoW(s) (if multiple additional SoWs are agreed under this Agreement for the same subject matter, the SoW agreed most recent in time has priority over SoW agreed earlier);</p> <p>(e) any schedule, attachment or annexure to this Agreement (excluding the Additional Conditions, the Tender, Tender Response, Supplier's Documents and this Schedule 2 Order Form);</p> <p>(f) any other document expressly incorporated into this Agreement as set out in the Order Form (excluding the Tender, Tender Response and Supplier's Documents);</p> <p>(g) the Tender;</p> <p>(h) the Tender Response; and then</p> <p>(i) any Supplier's Documents.</p> <p>(<b>Tender</b> and <b>Tender Response</b> are defined in the Additional Conditions.)</p>
24.	Service Levels	15.2 Schedule 1	Service Levels apply to the provision of the Services. The applicable Services Levels are set out in Annexure D to Order Form ( <b>Service Levels Agreement</b> ).
25.	Performance reports	15.4(a)(iii)	The Supplier must provide monthly reports that include matters set out in clause 15.4(a). The report will include details of any additional matters set out in the Specifications. The Customer may also change the timeframe for the reports from monthly, to another frequency.
	Additional performance reporting requirements	15.4(c)	<p>Where requested by the Customer, the Supplier must provide, and must ensure Cambridge provides, information on the then-current policies and processes that the Supplier or Cambridge, as applicable, has implemented to manage and ensure:</p> <ul style="list-style-type: none"> <li>• the confidentiality and secrecy of all Materials developed for, arising from, or in relation to any Tests. (To be clear, such Materials are considered the Customer's Confidential Information); and</li> <li>• compliance by the Supplier's Personnel (including Cambridge) with other Agreement obligations.</li> </ul> <p>Any other additional performance reporting requirements are as set out in the Specifications.</p>
	Performance reviews	15.5(a)	The parties must conduct a service and performance review of the Supplier's performance under this Agreement as set out in the Specifications.

No	Item	Ref	Description or selection
			<p>After the Commencement Date, the parties will discuss and agree reasonably and in good faith any additional performance criteria, measures and approaches that will be used to assess the performance of the Supplier and identify opportunities for improvement. Refer to the Service Levels Agreement for the applicable service credit framework.</p> <p>The Supplier's support Personnel will run continuous Customer satisfaction surveys and quarterly reviews to ensure it is meeting the Service Levels.</p>
26.	Meetings	15.7(a)	The times and locations of meetings between the Supplier's Representative and the Customer's Representative or other Personnel are set out in the Specifications.
27.	Project Plans	6.5(b)	The Supplier must prepare and submit to the Customer's Representative for the Customer's approval a Project Plan that contains the details specified in the Specifications
	Other Plans	Schedule 1	The Supplier is required to comply with the contract management Plan attached to this Agreement and any plans developed by the Supplier under a relevant SoW and accepted by the Customer.
28.	Stages	6.6(a) Schedule 1	<p>The Customer may require any Supplier's Activities in different Stage(s) if agreed in any relevant SoW(s).</p> <p>The Supplier must ensure the Customer is aware of and approves in writing (including in a relevant SoW) the costs and expenses for each future Stage.</p>
	Project methodology	6.6(e)	As set out in the relevant SoW(s).
	Costs of removing any Stage(s)	6.6(d)	<p>The Customer will be liable for reasonable costs and expenses for Services and Deliverables performed and/or provided by the Supplier (in respect of a Stage that has commenced in accordance with clause 6.6(a)) up to and including the date that the Customer provides written notice to the Supplier that the Stage is removed. Any such reasonable costs and expenses will be derived with reference to:</p> <ul style="list-style-type: none"> <li>(a) the costs and expenses as agreed for the relevant Stage;</li> <li>(b) the extent to which the relevant "Milestone" for that Stage has been met by the Supplier. The Supplier must act reasonably and in good faith in recovering any costs or expenses referred to in this Item.</li> </ul> <p>If the Customer requests, the Supplier must also provide reasonable supporting documentation (including invoices from relevant third party to the Supplier where third party expenses are incurred) to substantiate any costs/ expenses referred to in this Item.</p>
29.	Liquidated Damages	16(a)	Not applicable.

No	Item	Ref	Description or selection
		16(b) Schedule 1	
30.	Governance Framework	4.3	The agreed governance arrangements details are as set out in the contract management Plan and the relevant SoW(s).  If any updates to the agreed governance arrangements are required during the Term, the Supplier must prepare and submit to the Customer's Representative for the Customer's approval any such updates to the agreed governance framework that contains the details.
31.	Customer Supplied Items	6.2 Schedule 1	As set out in the relevant SoW(s)
	Date for provision of CSI		As set out in the relevant SoW(s)
	CSI requirements		As set out in the relevant SoW(s)
	Supplier's costs for CSI and time for payment		None, unless otherwise set out in a relevant SoW.
32.	Transition-In Plan	7.2 Schedule 1	The Supplier is required to provide Transition-In Services as part of the Supplier's Activities. The Supplier must prepare, and submit to the Customer's Representative for the Customer's approval, a plan setting out how the Supplier will carry out the Transition-In Services by the time set out in the relevant SoW(s).
	Transition-In Services	7.3 Schedule 1	The Supplier is required to provide the Transition-In Services as set out in the relevant SoW(s).
33.	Transition-Out Services	31.1 Schedule 1	In addition to its obligations in clauses 19.6 to 19.8 (inclusive), 31 and 32 of the Core Terms, the Supplier must comply with any reasonable transition out requirements as set out in the Specifications, including any agreed Transition-Out Plan, or as otherwise reasonably requested by the Customer.
	Transition-Out Plan	31.2 Schedule 1	Where requested by the Customer, the Supplier will work with the Customer reasonably and in good faith to agree a Transition-Out Plan.
	Transition-Out Period	31.3 Schedule 1	As set out in the relevant SoW(s).
34.	User Documentation	8.4(a)	The default position applies: any User Documentation provided by the Supplier is included in the Price.
	Format for the User Documentation	8.4(c)	As set out in the relevant SoW(s) or as otherwise reasonably requested by the Customer.

No	Item	Ref	Description or selection
35.	Acceptance Testing	14	Clause 14 applies to Lot 1A only.
		Schedule 1	Refer to the relevant SoW(s) for further details on the Acceptance testing activities/ testing processes and Acceptance Criteria for Lots 2B and 2C.
		14.1	Further details regarding the Acceptance Tests are set out in the Specifications (including the relevant SoW(s)).
		14.2 Schedule 1	Refer to the Specifications (including the relevant SoW(s)) for the Acceptance Criteria.
36.	Warranty Period	9	<b>For Lot 1A Services</b> , the Warranty Period for:
		Schedule 1	<ul style="list-style-type: none"> <li>• any Test, or Service delivered under the Services Module, is 90 days from approval or Acceptance of the relevant Test or Service, as applicable; and</li> <li>• the Cloud Services is the Term.</li> </ul> <p><b>For Lot 2B Services and Lot 2C Services</b>, Warranty Period does not apply.</p>
<b>INTELLECTUAL PROPERTY</b>			
37.	Ownership of Existing Materials	17.1	The default position applies.
	Licence to use Existing Materials	17.2 17.5	<p>The Customer acknowledges that the following are the Supplier's Intellectual Property Rights and Supplier's Existing Material:</p> <ul style="list-style-type: none"> <li>(a) the Insights Platform;</li> <li>(b) Janison Replay;</li> <li>(c) Academy Platform</li> </ul> <p>For the purposes of clause 17.5, the Customer's licence to the Supplier's Existing Materials (granted under clause 17.2(d)) in the Cloud Services is not perpetual and ends when this Agreement expires or is terminated for any reason.</p> <p>For avoidance of doubt any licence of Intellectual Property Rights from the "Category 2" subcontractors listed in Item 20 ends when this Agreement expires or is terminated for any reason, excluding Cambridge Intellectual Property Rights that are incorporated in the Tests.</p> <p>The default position applies in relation to:</p> <ul style="list-style-type: none"> <li>- the Customer's licence to the Supplier's Existing Materials (clause 17.2(a)), except the Customer is not permitted to copy, adapt, translate, reproduce, modify or distribute the Supplier's Existing Materials in the Cloud Services, except</li> </ul>

No	Item	Ref	Description or selection
			<p>where otherwise expressly permitted in the Specifications. To be clear, implementing any configurations of the Cloud Services according to the Specifications is not considered a modification; and</p> <ul style="list-style-type: none"> <li>- the Supplier's licence to the Customer's Existing Materials (clause 17.2(d)).</li> </ul> <p>For avoidance of doubt, the Supplier's licence to the Customer's Existing Materials (granted under clause 17.2(d)) is not perpetual and ends when this Agreement expires or is terminated for any reason.</p>
	Ownership of New Materials	17.3	<p><b>(Tests)</b> The Customer will own the Intellectual Property Rights in the following New Materials. The New Materials are:</p> <ul style="list-style-type: none"> <li>- any Test content developed for the Customer (<b>Test Content</b>);</li> <li>- any sample or practice Tests developed for the Customer (<b>Sample Tests</b>);</li> <li>- any Test support materials developed for the Customer;</li> <li>- any Test results data (including Test scores) (<b>Test Results</b>). To be clear, Test Results constitute Customer Data;</li> <li>- any reports created using Test results data (<b>Test Reports</b>).</li> </ul> <p>The parties may agree in the relevant SoW(s) additional New Materials that are to be owned by the Customer.</p> <p>The Supplier agrees that any Test Content, Test Results or Test Reports are the Customer's Confidential Information unless its disclosure into the public domain is authorised by the Customer. The Supplier must not disclose any such Confidential Information to any one (unless required by applicable Law) or use it for any purpose except to the extent required to provide the Services or Deliverables to the Customer and in accordance with the terms of this Agreement.</p> <p><b>(Training)</b> The Customer will own the Intellectual Property Rights in any New Materials created as part of any training courses for Test administration. The Supplier will own the Intellectual Property Rights in any New Materials created arising from the Supplier's Cloud Services training Services.</p> <p><b>(Others)</b> The default position in clause 17.3 otherwise applies for any other types of New Materials under this Agreement, unless otherwise agreed in any relevant SoW.</p>
	Licence to use New Materials	17.4 17.5	<p>For any New Materials that are owned by the Supplier (including its Personnel) under this Agreement, the Customer (including any Customer Users) will be granted the licence under clause 17.4 for the Term. This licence does not reduce</p>

No	Item	Ref	Description or selection
	Third party Intellectual Property Rights	17.7	<p>any of the Supplier's obligations under clause 19.6, 19.7 or 32 of the Core Terms.</p> <p>The Supplier (including its Personnel) must not use any third party Intellectual Property Rights in the production of any Tests (including any Sample Tests or Test support materials) or include third party Intellectual Property Rights in any of those items, unless approved in writing by the Customer.</p> <p><b>For Lot 1A Services:</b> The Customer approves the Supplier's use of Intellectual Property Rights of the Supplier's third party subcontractors set out in item 20 of this Order Form according to the relevant SoW(s). This approval is subject to the Supplier's compliance with the terms of this Agreement.</p> <p>The Customer acknowledges that the following are Cambridge's Intellectual Property Rights:</p> <ul style="list-style-type: none"> <li>(a) Cambridge's processes for test production, including development marking and validation are Cambridge's Existing Materials; and</li> <li>(b) test support materials that are information provided by the Supplier about the Test format, underlying skills being tests;</li> </ul> <p>The Supplier must:</p> <ul style="list-style-type: none"> <li>(c) ensure that the Customer is provided an irrevocable, non-exclusive, worldwide, transferable, royalty-free licence to use, copy, adapt, translate, reproduce, modify, communicate and distribute any Cambridge Existing Material to the extent required for the Customer to exercise its rights in relation to the Services and Deliverables; and</li> <li>(d) obtain agreement from Cambridge to grant the Customer an exclusive, irrevocable, worldwide, transferable, royalty-free licence from Cambridge for the Customer to use the following during the Term: <ul style="list-style-type: none"> <li>(i) sample tests developed by Cambridge specifically for the Customer for the SHSOC Program. (<b>SHSOC Program</b> means the selective high school and opportunity class placement test program across a range of geographical and socio-economic areas organised by the Customer to place its students in selective high schools and opportunity classes.) To be clear, the Supplier will ensure that such licence allows the Customer to make the sample tests publicly available to assist students to prepare for the Program tests;</li> </ul> </li> </ul>



No	Item	Ref	Description or selection
			<p>(ii) SHSOC Program test content developed by Cambridge specifically for the Customer; and</p> <p>(iii) test support materials provided by Cambridge to the Customer such as information provided about the SHSOC test format and underlying skills being tested.</p> <p><b>For Lot 2B Services:</b> No approval is provided for the Supplier to use any third party Intellectual Property Rights unless otherwise expressly set out any relevant SoW(s).</p> <p><b>For Lot 2C Services:</b> The Customer approves the Supplier's use of Intellectual Property Rights of the Supplier's third party subcontractors set out item 20 of this Order Form (except for Cambridge) in its delivery of any Cloud Services platform as part of the Lot 2C Services. This approval is subject to the Supplier's compliance with the terms of this Agreement.</p>
38.	Escrow	18	Not applicable, unless otherwise agreed in any relevant SoW(s).
	Escrow Materials	18 Schedule 1	Not applicable, unless otherwise agreed in any relevant SoW(s).
<b>DATA AND SECURITY</b>			
39.	Location of Personal Information	20.1(a)(iv) Schedule 1	<p><b><u>Location of Personal Information</u></b></p> <p>Refer to the section on Location of Customer Data in the Data Location Conditions Item below.</p>
	Data Location Conditions	19.3(b) Schedule 1	<p>1. <b>Location of Customer Data</b></p> <p>The requirements in clauses 19.3(b) and 20.1(a)(iv) of the Core Terms apply to Personal Information for any purpose, including production, non-production, development, support, customer relationship management, administration, integration, communications, project management, disaster recovery and redundancy.</p> <p>2. <b>Storage and hosting of Customer Data (including Personal Information)</b></p> <p><b>For Lot 1A Services and Lot 2B Services,</b> the Supplier may store or host the '<b>Types of Customer Data</b>', by the '<b>Supplier Personnel</b>', at the '<b>Locations</b>', approved in the following table, and in accordance with any '<b>Conditions</b>' set out in the table below:</p>

No	Item	Ref	Description or selection																			
			<table border="1"> <thead> <tr> <th>Location</th> <th>Supplier Personnel that may store Customer Data</th> <th>Purpose</th> <th>Types of Customer Data</th> <th>Conditions</th> </tr> </thead> <tbody> <tr> <td>Australia</td> <td>The Supplier and its employees</td> <td>Store and host</td> <td>Any Customer Data (including Personal Information) collected by the Supplier in accordance with this Agreement</td> <td>The Supplier will only store and host Customer Data in Microsoft Azure data centres in New South Wales and Victoria.</td> </tr> </tbody> </table>	Location	Supplier Personnel that may store Customer Data	Purpose	Types of Customer Data	Conditions	Australia	The Supplier and its employees	Store and host	Any Customer Data (including Personal Information) collected by the Supplier in accordance with this Agreement	The Supplier will only store and host Customer Data in Microsoft Azure data centres in New South Wales and Victoria.									
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			<p><b>3. Processing, accessing and viewing of Customer Data (including Personal Information)</b></p> <p><b>A. Employees</b></p> <p><b>For Lot 1A Services</b>, the Supplier's '<b>Employee Types</b>' may process, access and view the '<b>Types of Customer Data</b>' at the '<b>Locations</b>', approved in the following table, and in accordance with any '<b>Conditions</b>' set out in the table:</p> <table border="1"> <thead> <tr> <th>Location</th> <th>Employee Types</th> <th>Purpose</th> <th>Types of Customer Data</th> <th>Conditions</th> </tr> </thead> <tbody> <tr> <td>Australia</td> <td>The Supplier and its employees</td> <td>Process, access and view</td> <td>Any Customer Data (including Personal Information) collected by the Supplier in accordance with this Agreement</td> <td>None</td> </tr> <tr> <td>New Zealand</td> <td>The Supplier and its employees</td> <td>Process, access and view for development and architecture resources</td> <td>Customer Data (including Personal Information that is not student Personal Information) collected by the Supplier in accordance with this Agreement that is not any Test (including any Test Content or Sample Tests), Test Results or Test Reports</td> <td>The Supplier must ensure that there is no access to live Customer Data (e.g. Customer Data stored or hosted in the production environment of the Customer's instance of the Cloud Services) by its development or architecture Personnel in New Zealand.</td> </tr> </tbody> </table>					Location	Employee Types	Purpose	Types of Customer Data	Conditions	Australia	The Supplier and its employees	Process, access and view	Any Customer Data (including Personal Information) collected by the Supplier in accordance with this Agreement	None	New Zealand	The Supplier and its employees	Process, access and view for development and architecture resources	Customer Data (including Personal Information that is not student Personal Information) collected by the Supplier in accordance with this Agreement that is not any Test (including any Test Content or Sample Tests), Test Results or Test Reports	The Supplier must ensure that there is no access to live Customer Data (e.g. Customer Data stored or hosted in the production environment of the Customer's instance of the Cloud Services) by its development or architecture Personnel in New Zealand.
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No	Item	Ref	Description or selection																			
			Philippines	The Supplier and its employees	Process, access and view in respect of support	Any Customer Data (including Personal Information that is not student Personal Information) collected by the Supplier in accordance with this Agreement that is not any Test (including any Test Content or Sample Tests), Test Results or Test Reports.	None															
<p><b>B. Subcontractors</b></p> <p><b>For Lot 1A Services</b>, the Supplier's '<b>Subcontractors</b>' as listed in Item 20 may process, access and view the '<b>Types of Customer Data</b>', at the '<b>Locations</b>', approved in the following table, and in accordance with any '<b>Conditions</b>' set out in the table:</p>																						
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No	Item	Ref	Description or selection				
					<ul style="list-style-type: none"> <li>Test materials</li> <li>To process results enquiries (SHS)</li> <li>To process any Test appeals</li> </ul>		
			UK and Australia	Cambridge operations Personnel	<ul style="list-style-type: none"> <li>To process any illness and misadventure applications</li> </ul>	<ul style="list-style-type: none"> <li>Test candidate details</li> <li>Details of the parent or guardian of the relevant Test candidate</li> </ul>	
			UK	Cambridge validation Personnel	<ul style="list-style-type: none"> <li>For processing Test results</li> </ul>	<ul style="list-style-type: none"> <li>Test candidate details</li> </ul>	
			UK	Cambridge markers Personnel	<ul style="list-style-type: none"> <li>For marking the writing task component of the Tests</li> </ul>	<ul style="list-style-type: none"> <li>Test candidate details</li> <li>Customer's schools details</li> </ul>	
			UK	Cambridge venue observer Personnel	<ul style="list-style-type: none"> <li>To perform Test venue observation</li> </ul>	<ul style="list-style-type: none"> <li>Customer's school details</li> </ul>	
			UK and Australia	Cambridge operations Personnel	<ul style="list-style-type: none"> <li>To perform Tests scanning and error correction</li> </ul>	<ul style="list-style-type: none"> <li>Test candidate details</li> <li>Customer's schools details</li> </ul>	
			UK	Cambridge markers Personnel	<ul style="list-style-type: none"> <li>To perform Test scoring, marking, review and reporting Services for the Program</li> </ul>	<ul style="list-style-type: none"> <li>Test Results</li> </ul>	
			Manila, Philippines	Cambridge Personnel	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li>Test candidate details that do not include any student Personal Information</li> <li>Customer's school details</li> </ul>	The Supplier must ensure that any Cambridge Personnel based in the Philippines do not have access to any Test (including any Test Content, Sample Tests) or any Test Reports or Test Results.

No	Item	Ref	Description or selection					
			UK	DHL	<ul style="list-style-type: none"> <li>To perform Tests despatch</li> </ul>	<ul style="list-style-type: none"> <li>Customer Personnel contact details</li> </ul>		
			UK	SR Capture Ltd	<ul style="list-style-type: none"> <li>To perform scanning of the writing task component of the Tests</li> </ul>	<ul style="list-style-type: none"> <li>Test Results</li> </ul>		
			Australia	Microsoft	<ul style="list-style-type: none"> <li>Cloud services hosting</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>		
			Australia	Twilio	<ul style="list-style-type: none"> <li>MFA services</li> </ul>	<ul style="list-style-type: none"> <li>Phone numbers of registered users for 2FA (administrators)</li> </ul>	When using 2FA	
			Australia	Sendgrid	<ul style="list-style-type: none"> <li>Email gateway</li> </ul>	<ul style="list-style-type: none"> <li>Metadata about email messages</li> </ul>		
			Australia	Scanii	<ul style="list-style-type: none"> <li>Content scanning</li> </ul>	<ul style="list-style-type: none"> <li>Files/content being uploaded by Customer Users on the Cloud Services</li> </ul>		
			Australia	Zendesk	<ul style="list-style-type: none"> <li>Ticket management system</li> </ul>	<ul style="list-style-type: none"> <li>Customer account details and ticket information (Zen Desk account holders will need their name and email registered to lodge support tickets)</li> </ul>		
			Australia	Verificient Technologies Inc	<ul style="list-style-type: none"> <li>Provision of remote proctoring technology for the Janison Remote component</li> </ul>	<ul style="list-style-type: none"> <li>Student Name</li> <li>Student Email</li> <li>Biometric data: Face</li> </ul>	This permission is only provided if the Customer opts to use the Janison Remote feature and if the Supplier complies with Item 12 of this Order Form.	
40.	Security obligations, standards and Information Security Requirements	19.2 21.2	<p>As set out in the NSW Department of Education Information Security Requirements. The NSW Department of Education Information Security Requirements:</p> <p>a. form part of the Information Security Requirements in clause 19.2 of the Core Terms;</p>					

No	Item	Ref	Description or selection
			<p>b. are additional obligations that the Supplier must comply with for the purposes of clause 19.8(b) of the Core Terms; and</p> <p>c. are additional security obligations that the Supplier must comply with for the purposes of clause 21.2(f) of the Core Terms.</p>
			<p><b>Security Program</b></p> <p>The NSW Department of Education Information Security Requirements set out additional standards and requirements for the Security Program.</p> <p>The Supplier's Security Program must be either an industry recognised cyber security framework that has been validated by a third party, or the Supplier must meet the requirements in Schedule 1 of the NSW Department of Education Information Security Requirements.</p> <p>The Supplier's Security Program involves incorporating security into all Supplier processes and policies and adopting security best practices in compliance with ISM and ISO 27001. Security measures implemented by the Supplier include, for example:</p> <ul style="list-style-type: none"> <li>- regular penetration testing of the Cloud Services</li> <li>- multi-factor authentication (MFA)</li> <li>- principle of least privilege</li> <li>- scoping fields within the application to certain data types</li> <li>- encryption of both data at rest and data in transit using TLS 1.2+</li> <li>- malware scanning</li> <li>- change approval processes</li> <li>- elevated permissions approval processes</li> <li>- background security screening and security training of Supplier staff Personnel, industry-standard to secure Supplier staff Personnel work stations using Microsoft Intune and group policy, restricting access to sites via firewall (limiting to set sources/destinations on set ports and traffic types (TCP, UPD))</li> <li>- anonymising and sanitising Customer Data;</li> <li>- securing backups, keeping backups for a set period of time and security screenings checks on third-party vendors.</li> </ul>

No	Item	Ref	Description or selection																		
			<p>The Supplier must maintain this Security Program for the duration of the Agreement. If:</p> <ul style="list-style-type: none"> <li>- the Supplier's security is breached, and such breach is due to, or contributed by, a failure by the Supplier (including its Personnel) to comply with any Information Security Requirements or Customer Data or confidentiality obligations under this Agreement; and</li> <li>- any information relating to any Test is leaked into the public domain resulting in the test event being cancelled or rescheduled,</li> </ul> <p>the Supplier will be liable for the costs associated with such test event cancellation or rescheduling to the extent the Supplier (or its Personnel) is responsible for the breach or information leak.</p> <p>The Supplier's liability will be reduced to the extent that any breach or information leak described in this paragraph was outside of its reasonable control.</p>																		
			<p><b>Encryption of Customer Data</b></p> <p>As set out in the NSW Department of Education Information Security Requirements.</p>																		
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	Security certifications	21.2(e)	As set out in the NSW Department of Education Information Security Requirements. Refer to <b>Security Program</b> above in this Item 40.																					

No	Item	Ref	Description or selection
			The Supplier's Cloud Services and organisation are ISO27001 certified.
	Security audits	21.3 Schedule 1	As set out in clause 21.3 and the NSW Department of Education Information Security Requirements.
41.	Backup of Customer Data	19.4	The Supplier is responsible for performing daily and encrypted backups of all Customer Data relating to the Project in accordance with the NSW Department of Education Information Security Requirements.
	Retention of Customer Data	19.7	As set out in the NSW Department of Education Information Security Requirements.
42.	Security Incident	22.2(a) Schedule 1	As set out in the NSW Department of Education Information Security Requirements.
<b>FEES AND PAYMENT</b>			
43.	Payment Particulars	24.1(a)	As set out in Schedule 4 (Payment Schedule) and any relevant SoW(s).
	Price model (exception)	24.1(b)	The Price and any rates or charges specified in the Payment Particulars will be fixed for the Term, unless otherwise specified in Schedule 4 (Payment Schedule) or any SoW.
44.	Benchmarking	24.2	Benchmarking applies.  To be clear, for the purposes of clause 24.2(c), any benchmarker appointed must be independent and not a competitor to the Supplier.
45.	Invoicing timeframes	24.4(a)	As set out in Schedule 4 (Payment Schedule) and any relevant SoW(s).
46.	Payment requirements and invoicing	24.5(a)	As set out in Schedule 4 (Payment Schedule) or any relevant SoW(s), or other reasonable administrative processing requirements directed by the Customer.
	Time for payment	24.5(a) Schedule 1	The default position applies: 30 days following the Customer's receipt of the Correctly Rendered Invoice.
	Purchase order number and Agreement reference number for Correctly Rendered Invoices	Generally	As notified by the Customer to the Supplier.
	Supplier's nominated bank account	24.5(a)(i)	The bank account details will be notified to the Customer in accordance with the Customer's process.

No	Item	Ref	Description or selection
<b>RISK ALLOCATION AND MANAGEMENT</b>			
47.	Business Contingency Plan	25.2(a) 25.2(b)(iii) 25.2(d)	<p>A Business Contingency Plan is required for Lot 1A Services, Lot 2B Services and Lot 2C Services respectively. The Supplier is required to prepare a Business Contingency Plan for the Supplier's Activities according to the Customer's requirements within the first year of the Term.</p> <p>Refer to any additional requirements regarding each BCP and the timeframes for the Supplier to prepare each BCP.</p> <p>The Business Contingency Plan must be reviewed and tested by the Supplier at least annually.</p> <p>As set out in the NSW Department of Education Information Security Requirements.</p> <p>The Supplier must also prepare for the Customer's approval a contingency Plan to specify the procedures and plans to predict, avoid, remedy and mitigate any unauthorised disclosure (i.e. leaking) of Test content. This Plan must be reviewed and tested, and if required, updated, annually during the Term.</p>
48.	Step-In Rights	26	The Customer may exercise Step-In Rights. The default notice period applies. See also the Additional Conditions.
49.	Insurance	27(a)	The default positions in clause 27(a) apply.
	Cyber security and other insurances	27(a) 27(b)	<p>The Supplier must hold and maintain:</p> <p>(a) cyber security insurance with a limit of cover of at least \$5 million in respect of each claim to be held for the duration of the Supplier's Activities; and</p> <p>(b) insurance that covers Losses that may be suffered as a result of a data security breach or the wrongful disclosure and use of Personal Information by the Supplier or its Personnel.</p>
50.	Performance Guarantee	28.1	The Supplier must arrange for a guarantor approved in writing by the Customer to enter into an agreement with the Customer in substantially the same form as the document in Schedule 8 or such other document reasonably acceptable to the Customer.
51.	Financial Security	28.2	Not required.
52.	Termination for convenience	29.2(b)(ii)B	No costs other than those set out in clause 29.2(b)(ii)A are payable if the Customer exercises its right to terminate this Agreement for convenience.
53.	Limitation Amount	34.5(b)	<p>The Default Amount does not apply.</p> <p>For Claims made by the Customer against the Supplier in each 12-month period after the Commencement Date, the Limitation</p>

No	Item	Ref	Description or selection
			Amount is 2 times the amount paid or payable by the Customer for that 12-month period.  The above Limitation Amount does not apply to any items under clause 34.5(c)(i) and 34.5(c)(ii), which are uncapped.
	Alternate approach to uncapped liability	34.5(c)	No alternative approach.
	Non-excluded Losses	34.6(b)(ii)	No other kinds of Loss.
54.	Alternative dispute resolution	35	The default position applies.
55.	Prolonged Force Majeure Event	36.4	The default period of 60 days applies.

## PART B: Cloud Module

Clause references below are references to clauses in the Cloud Module.

No	Item	Mod ref	Description or selection
<b>SCOPE</b>			
56.	Cloud Services	1.1	<p><b>For Lot 1A Services</b>, the Cloud Services to be provided include the following, which must be provided in accordance with the Specifications:</p> <ul style="list-style-type: none"> <li>• provision of the Supplier's Janison Insights online assessment Cloud Services platform to deliver high stakes computer-based placement Tests. It includes the following Supplier applications: <ul style="list-style-type: none"> <li>• Janison Replay application (a lock down browser that offers a low no bandwidth option (as required by the Customer) to provide resilience in a lock down environment so that the Program test candidates cannot access other programs, internet or spelling checking functions on the computer; and</li> <li>• Janison Remote application (which facilitates manual or automatic identification of Program test candidates as required by the Customer),</li> </ul> </li> </ul> <p>collectively, <b>Insights Platform</b>; and</p> <ul style="list-style-type: none"> <li>• provision of help desk support Services in relation to access and use of the Insights Platform in the lead up to and during Test days.</li> </ul>

No	Item	Mod ref	Description or selection
			<p>The Insights Platform must:</p> <ul style="list-style-type: none"> <li>• allow for computer-based Tests delivered online or offline (via Janison Replay) as directed by the Customer;</li> <li>• on and after its deployment, enable any Customer Data migrated to be maintained and supported by the Supplier according to this Agreement;</li> <li>• allow reconciliation of Test results automatically or manually when there is a distribution;</li> <li>• be updated regularly (at least annually) with new features and industry direction/ best practice in computer-based/online testing</li> <li>• have a simple user experience and easy registration process for Permitted Users who are Program test candidates on test day. The Insights Platform provides automatic marking of a number of item types to allow a reduction in marking effort by 3 minutes per student;</li> <li>• have in place fraud preventative measures (including managing statistical anomalies through psychometric analysis and automatically recorded response times;</li> <li>• provide real-time system dashboards for invigilators to monitor activities of the Program test candidates. The invigilators will be able to record attendance, apply any approved provision during the Program test event and record Program test incidents and observations using the Cloud Services;</li> <li>• provide real-time functionality and dashboards to the Customer to track the progress of a Program test session and identify any test incidents that require escalation and action;</li> <li>• be compatible with test devices as set out in the relevant SoW(s).</li> </ul> <p>During the Test periods as defined in the relevant SoW(s), the Cloud Services must be available 24/7 and must achieve a level of availability of 99.9%. Specific hours of Cloud Services availability for practice Tests in the lead up to test day are defined in the relevant SoW(s).</p> <p>The Insights Platform must be scalable. (As at the Commencement Date, there is an estimated 5% annual growth of Permitted Users.)</p> <p>The Insights Platform must ensure details of all Insights Platform use by users are stored and logged, including date, time and all actions performed, and the full name of the user making a change on the Insights Platform.</p>

No	Item	Mod ref	Description or selection
			<p><b>For Lot 2B Services</b>, this Cloud Module does not apply. To be clear, no Cloud Services will be provided as part of the venue sourcing and Test centre management Services.</p> <p><b>For Lot 2C Services</b>, the Cloud Services to be provided include the following, which must be provided in accordance with the Specifications:</p> <ul style="list-style-type: none"> <li>• provision of the Insights Platform for delivery of Test invigilation-as-a-service;</li> <li>• provision of the Supplier's Janison Academy platform (<b>Academy Platform</b>) for training of the Test invigilators as provided by the Supplier.</li> </ul> <p>Refer to the relevant SoW(s) for further descriptions around the Cloud Services to be provided for the Lot 1A Services and Lot 2C Services.</p>
57.	Services Period	1.3	As set out in the relevant SoW(s).
58.	Unilateral Variation	1.4	<p>The default position in clause 1.4(a) applies.</p> <p>Where reasonably practicable, the Supplier must provide at least 15 Business Days' written notice in advance before implementing any material change to the Insights Platform. Example of a material change would be where a change would significantly impact the Customer's (including Customer Users') use of the Cloud Services in the three months preceding and including a Program test period. (The Program test period(s) are specified in the relevant SoW(s).)</p>
	Form of, and medium for, notice of a Unilateral Variation	1.4(c)	The Supplier must provide notice in writing by email to the Customer's Representative and comply with any additional notice requirements set out in any relevant SoW(s).
59.	Dates for Delivery	2.1(a)	As set out in the relevant SoW(s).
	Third Party Components	2.1(a)(iii) Annexure A	<p>The Supplier must ensure that any relevant Tests-related Materials are available for access, viewing and use on the Insights Platform by the Customer and Permitted Users according to the relevant SoW(s). To be clear, the Intellectual Property Rights arrangements set out in Item 37 applies.</p> <p>The Supplier will ensure that the Customer and any relevant Permitted Users will have access to the Academy Platform according to the relevant SoW(s).</p>
	Date for provision of access codes	2.1(b)	No Supplier access code is required for access to the Cloud Services. The Customer's administrative Personnel will require setting of a user name and associated password for obtaining administrative access to the Cloud Services.
60.	Scope of licence	2.2(b)	The default position applies: the Permitted Users may access and use the Cloud Services for the Services Period and for any purpose set out in clause 2.2(b).

No	Item	Mod ref	Description or selection
61.	Permitted Purpose	2.2(b)(v) Annexure A	Additional Permitted Purpose include use by the Permitted Users for the operations of the Customer (including its schools, Personnel and students), and any other use by the Permitted Users as described in the relevant SoW(s).
<b>LICENSING MODEL AND TERMS</b>			
62.	Licensing model	2.3(a)	<b>For Lot 1A Services:</b> The Insights Platform will be licensed on an enterprise basis with an unlimited number of Permitted User licences.
	Licensing terms	2.3(b)  2.3(c)	The Cloud Services will be licensed on an enterprise licensing model. The no cap arrangement in clause 2.3(b)(i) applies.  Clause 2.3(b)(ii) and clause 2.3(c) do not apply.
63.	Permitted Users	2.3(b) Annexure A	Any other persons who are permitted to access and use the Cloud Services in addition to the Customer Users are as set out in the relevant SoW(s).
64.	Data backups by the Customer	2.5(a)	The Supplier is responsible for backups, as set out in the NSW Department of Education Information Security Requirements.
	Data backups by the Supplier	2.5(b)	As set out in the NSW Department of Education Information Security Requirements. Database backups are configured with an automated backup system using Microsoft Azure point in time recovery. Point in time recovery backups are available for 35 days.  Backups can be restored to any point in time in the last 35 days, achieving an RPO of 2 hours.  To be clear, this will not reduce the Supplier's obligations to take and maintain daily backups of Customer Data according to clause 5.3(d) of the NSW Department of Education Information Security Requirements.  Data restoration requests will be acknowledged within 24 business hours.  Data requests will be actioned within 2 Business Days from acknowledgment (and the Services Levels for acknowledgment as set out in the Service Levels Agreement applies), unless a shorter timeframe is required according to the agreed Service Levels for any Program live test events. Critical data restore requests may be actioned sooner, and where any Service Levels apply, in accordance with the applicable Service Levels.
65.	Records of usage and audits	2.6	Not applicable. Usage of the Cloud Services is unlimited. The Supplier will not perform any audits under clause 2.6.

No	Item	Mod ref	Description or selection									
66.	Additional Conditions - Cloud Services terms	2.7	As set out in Annexure C to Order Form, including the NSW Department of Education Information Security Requirements.									
67.	Restrictions	3(a)	No additional restrictions.									
68.	Primary and Secondary Data Centres	4.3(a) 4.4(a)	<p>As set out in the NSW Department of Education Information Security Requirements.</p> <p>The Supplier and its Personnel must ensure that it provides the Cloud Services from the Data Centres set out in the below table only:</p> <table border="1"> <thead> <tr> <th>Name of Data Centre</th> <th>Location of Data Centre</th> <th>Compliance with SOC 2 Type II and SOC 3 Type II</th> </tr> </thead> <tbody> <tr> <td>Microsoft Azure</td> <td>This primary Data Centre must not be located outside of New South Wales</td> <td>The Supplier must ensure that all Data Centres are compliant with SOC 2 Type II and SOC 3 Type II</td> </tr> <tr> <td>Microsoft Azure</td> <td>This secondary Data Centre (for disaster recovery) must not be located outside of Victoria</td> <td>The Supplier must ensure that all Data Centres are compliant with SOC 2 Type II and SOC 3 Type II</td> </tr> </tbody> </table>	Name of Data Centre	Location of Data Centre	Compliance with SOC 2 Type II and SOC 3 Type II	Microsoft Azure	This primary Data Centre must not be located outside of New South Wales	The Supplier must ensure that all Data Centres are compliant with SOC 2 Type II and SOC 3 Type II	Microsoft Azure	This secondary Data Centre (for disaster recovery) must not be located outside of Victoria	The Supplier must ensure that all Data Centres are compliant with SOC 2 Type II and SOC 3 Type II
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Microsoft Azure	This primary Data Centre must not be located outside of New South Wales	The Supplier must ensure that all Data Centres are compliant with SOC 2 Type II and SOC 3 Type II										
Microsoft Azure	This secondary Data Centre (for disaster recovery) must not be located outside of Victoria	The Supplier must ensure that all Data Centres are compliant with SOC 2 Type II and SOC 3 Type II										
69.	Remote access to Customer Data	4.3(b)	<p>Supplier may access or view Customer Data from New Zealand and/or the Philippines. The Supplier's subcontractor, Cambridge, may access or view Customer Data from the UK and/or the Philippines for the purposes of performing the relevant Lot 1A Services as set out in the relevant SoW(s).</p> <p>The above permission is only granted:</p> <ul style="list-style-type: none"> <li>- to the relevant types of Personnel as described in the relevant field in Item 39 of this Order Form;</li> <li>- for the types of Customer Data as described in the relevant field in Item 39, and</li> <li>- subject to the compliance by the Supplier (including its Personnel and Cambridge's relevant Personnel) of the relevant conditions set out in Item 39.</li> </ul> <p>The Supplier may store Customer Data to its Microsoft Azure data centre in Victoria, Australia for backup purposes in accordance with this Agreement.</p>									
70.	Notice of change to location of data centres	4.4(a)	The default position applies: the Supplier must give the Customer at least 6 months written notice prior to any proposed relocation of its data centres (including any Data Centre).									



No	Item	Mod ref	Description or selection
71.	Excluded locations	4.4(b)	The Supplier must not propose a change to the location of any data centre (including a Data Centre) to a location that does not comply with the NSW Department of Education Information Security Requirements, clauses 20.1 or 19.3 of the Core Terms or Item 39 of the Order Form.
72.	Media decommissioning	4.5(a)(ii)	There are not any additional requirements.
<b>SUPPORT AND TRAINING SERVICES</b>			
73.	Support Services	5.1 5.3	<p>The Supplier will provide Support Services in relation to the Cloud Services according to the Service Levels set out in the Annexure D to Order Form. The Support Services include those set out below.</p> <p>The Supplier will:</p> <ul style="list-style-type: none"> <li>• <b>(help desk)</b> provide the Customer for its Personnel and the Test invigilators access to a help desk / service desk: <ul style="list-style-type: none"> <li>○ on any day on which any Program test is held or any bump in needs to take place, between the hours of 7am and 7pm (AEST);</li> <li>○ on other days during the Term, between the hours of 8am and 5pm Monday to Friday (AEST);</li> </ul> </li> <li>• <b>(emergency support) for Lot 1A Services only:</b> provide after hours support with Australian fixed line or mobile contact for critical and major incidents including public holidays;</li> <li>• <b>(live Test events)</b> premier support/event management Personnel will be on standby during live Test events;</li> <li>• <b>(support issues tracking)</b> provision of a ticket management tool for the Customer's authorised Personnel to view, update and track all current and past support incidents via the Insights Platform. Transaction ID/ ticket number will be provided to the Customer as part of the support issues tracking;</li> <li>• <b>(escalation)</b> provide an escalation process inclusive of named contacts set out in the relevant SoW(s) in the event the Services Levels have not been met or are likely not to be met;</li> <li>• <b>(training)</b> provide training to the Customer as part of onboarding onto the Cloud Services. The training is to enable the Customer to troubleshoot issues with the Cloud Services and collect appropriate diagnostic information when raising incidents to ensure timely and effective resolution. Refer to further details in the relevant SoW(s);</li> </ul>

No	Item	Mod ref	Description or selection
			<ul style="list-style-type: none"> <li>• <b>(training reference documentation)</b> provide the Customer with relevant training reference documentation for each updated version or new release of the Cloud Services;</li> <li>• <b>(support guide)</b> as part of Customer onboarding, provide a consolidated support guide covering all aspects of support Services, including support contacts and process, escalation process and contacts, engagement process for support service request, an agreed RACI, information required by the Supplier for service requests (which must be consistent with the Supplier's Customer Data obligations under this Agreement), current version software application notes, requirement for raising incident problem tickets, agreed Service Levels information, organisation charge in relation to support and escalations, change and release management information, and any other information as set out in the relevant SoW(s);</li> <li>• <b>(critical updates notification)</b> notify the Customer of any Critical Updates required to the Insights Platform in accordance with the Service Levels. <b>Critical Updates</b> means any Defect or deficiency in the Cloud Services that places the integrity, security or operability of the overall Cloud Services at risk. To be clear, this does not reduce the Supplier's obligations around Security Incident notification under clause 22 of the Core Terms;</li> <li>• <b>(incident report)</b> provision of a post incident report for each production sev 1 or sev 2 incident that includes the following information: ticket reference number, time and date the incident was logged and resolved, summary of key activities performed, root cause of the incident, any workaround or permanent fix made, strategy to prevent a re-occurrence of the incident. To be clear, this does not reduce the Supplier's obligations under clauses 15.3 or 22.2 of the Core Terms. Refer to the Service Levels Agreement for definitions of the different levels of severity.</li> <li>• <b>(single point of contact support manager)</b> provide its relevant Personnel as support managers to act as a single point of contact and manage sev 1/ sev 2 incidents.</li> <li>• <b>(2<sup>nd</sup> level support)</b> provide 2<sup>nd</sup> level support including: taking over resolution of any incidents that cannot be solved by 1<sup>st</sup> level support, applying technical knowledge and experience to resolve incidents and referring incidents to 3<sup>rd</sup> level support (where appropriate) for a code fix;</li> <li>• <b>(3<sup>rd</sup> level support)</b> provide 3<sup>rd</sup> level support including: resolving incidents by programming team</li> </ul>

No	Item	Mod ref	Description or selection
			<p>and relevant expertise for resolution of severe incidents.</p> <p>Refer to the relevant SoW(s) for any additional support Services or further details on the above support Services.</p>
74.	Support Period	5.2 Annexure A	The Support Period is the Services Period and any period of time after the Services Period where the Customer is receiving Transition-Out services or is entitled to retrieve and extract Customer Data under this Agreement.
75.	Help desk	5.4	The Supplier will provide help desk Services in relation to the Cloud Services. The help desk Services include those set out in Item 73 above or as otherwise set out in the Specifications.
76.	Training Services	6.1	<p>The Supplier will provide training Services and Deliverables as set out in the Specifications.</p> <p>Training Services include those set out in Item 73 above. The Supplier will also, at no additional cost to the Customer:</p> <ul style="list-style-type: none"> <li>• develop a user guide for all Permitted Users for use of the Cloud Services;</li> <li>• make available tutorials to assist Permitted Users to use the Cloud Services.</li> </ul> <p>Train-the-trainer face-to-face classroom training sessions can be made available from completion of the Cloud Services implementation at reasonable additional cost.</p> <p>Any additional training Services or further details are as set out in the relevant SoW(s).</p>
77.	Training Reports	6.2	<p>The Supplier must provide Training Reports. The default position in clause 6.2 applies.</p> <p>The training Report must cover:</p> <p>(i) the status of the training;</p> <p>(ii) any issues that the Supplier has encountered in delivering the training;</p> <p>(iii) any "lessons learnt" or areas for future improvement; and</p> <p>(iv) any information set out in the relevant SoW(s).</p> <p>The Training Report(s) will be provided fortnightly from onboarding.</p>
<b>GENERAL</b>			
78.	Additional/ancillary Deliverables and Services	7.1	Refer to Part C: Services Module.

No	Item	Mod ref	Description or selection
79.	Records	8	<p>The default applies.</p> <p>The records must include content described in clause 8(b).</p> <p>The records must also include any other items set out in the relevant SoW(s).</p> <p>The records must be provided within the times set out in the relevant SoW(s)</p>
80.	Operating procedures	9(a)(iv)	No additional operating procedures.

### PART C: Services Module

Clause references below are references to clauses in the Services Module.

No	Item	Mod ref	Description or selection
<b>SCOPE</b>			
81.	Services	1.1	<p>The Supplier will:</p> <ul style="list-style-type: none"> <li>(a) provide to the Customer a dedicated project manager based in Sydney, Australia for the Supplier's Activities from the Commencement Date until completion of the final milestone payment in the final SoW;</li> <li>(b) provide weekly reporting to the Customer on the progress of Test delivery. The report will cover the following at a minimum: <ul style="list-style-type: none"> <li>(i) activities completed in the previous week;</li> <li>(ii) activities to be completed in the next week;</li> <li>(iii) summary of the Supplier's performance against key milestones set out in the relevant SoW(s);</li> <li>(iv) where a milestone or scope has not been delivered to agreed delivery timeframes or scope, remediation plans should be included; and</li> <li>(v) tracking of issues/risks associated with Project;</li> </ul> </li> <li>(c) attend status meetings (frequency of which to be confirmed by the Customer from time to time during the term);</li> <li>(d) arrange for its manager Personnel responsible for the overall delivery of the Supplier's Activities to attend management meetings with the Customer's management team or as otherwise required to resolve any issues surrounding the delivery of the Supplier's Activities. The Supplier will provide the Customer with an update on any</li> </ul>

No	Item	Mod ref	Description or selection
			<p>outstanding issues including plans on how and when those outstanding issues will be resolved;</p> <p>(e) provide full technical support for the Cloud Services and any technical equipment provided, including providing the Customer direct access to senior technical support Personnel and software developers during the development process and through the Warranty Period;</p> <p>(f) provide technical assistance to help the Customer with resolving issues with integration of the Cloud Services systems into the Customer's infrastructure;</p> <p>(g) provide train the trainer product training at both a user level and maintenance engineer level (up to 2 courses for each level). Train the trainer Services will be provided to the Customer's support and administration Personnel;</p> <p>(h) keep all data and Test Materials related to, generated or used by the Project secure at all times in accordance with industry standards before and after the Program test events;</p> <p>(i) establish and maintain all Program test facilities, procedures, equipment and practices to ensure that all printed Materials and Customer Data are physically and electronically secure at all times;</p> <p>(j) deliver the Tests in parallel in morning and afternoon sessions across the Program test venues across 3 consecutive days of testing (Friday to Sunday), unless otherwise agreed between the parties in a relevant SoW(s);</p> <p>(k) keep any spoilage, overs, damaged film, disks, tapes or plates relating to the Tests securely in the Supplier's premises. At the end of this Agreement, any such Materials will be, at the Customer's option, destroyed by the Supplier under secure conditions according to the Agreement requirements or returned to the Customer as instructed;</p> <p>(l) comply with the risk management/ mitigation obligations set out in Annexure E to Order Form;</p> <p><b>For Lot 1A Services and Lot 2C Services:</b> Refer to Part B: Cloud Module and the relevant SoW(s) for the support and training Services to be provided by the Supplier.</p> <p><b>For Lot 2B Services:</b> The Supplier will provide devices and equipment (including technical equipment, where required) at Program test venues to facilitate the delivery of digital Tests.</p> <p>Further details are set out in the relevant SoW(s).</p>
82.	Non-ICT Services	Generally	<p><b>For Lot 1A Services:</b> The Supplier's Activities will also consist of Non-ICT Services that include:</p>

No	Item	Mod ref	Description or selection
			<p>(a) Tests (including Sample Tests) specifications and design Services;</p> <p>(b) Tests (including Sample Tests) development Services. The Supplier will ensure that no Test content for future live Program tests will be used for, or appear in, any Sample Tests;</p> <p>(c) Tests support materials development Services;</p> <p>(d) Tests panelling, trialling and live test calibration Services;</p> <p>(e) Services regarding the arrangement of secure printing, collation physical delivery and return of paper-based Tests, where relevant and required to support a reasonable adjustment, or as otherwise agreed between the parties. Where this Service is required by the Customer, the Supplier must:</p> <ol style="list-style-type: none"> <li>i. have the ability for secure Tests printing, scanning and marking, and secure operations and logistics for the total number of Program test candidates sitting the test</li> <li>ii. have a fully integrated logistics solution with the ability to track and trace all products;</li> <li>iii. ensure security of the Tests in delivering any paper-based Test related Services.</li> </ol> <p>The applicable costs for these paper-based Test Services are set out in the relevant SoW(s);</p> <p>(f) Tests marking and scoring Services, including secure entry processing if paper-based testing are conducted;</p> <p>(g) Tests review (including yearly Test content review once Test results have been finalised and delivered, which will include analysis of post-Test results and statistics, and performance by gender, age and performance community group) and reporting Services.</p> <p><b>For Lot 2B Services:</b> The Supplier's Activities will consist of the following Non-ICT Services, and any other Non-ICT Services as set out in the relevant SoW(s):</p> <ol style="list-style-type: none"> <li>(a) Program test event venue (<b>Venue</b>) selection;</li> <li>(b) Venue contracting;</li> <li>(c) Desk planning and supply and set up;</li> </ol> <p>The Supplier will:</p> <ol style="list-style-type: none"> <li>(d) provide hybrid methods of delivery include traditional face to face examinations, computer based (digital) examinations and/or remote proctoring;</li> <li>(e) arrange and provide tailored set up of digital ready Venues in all locations. All Program test centres will be arranged into hubs which place Program test students at a location that would not require students to travel more than 1 hour (or as otherwise agreed in a relevant SoW) to the Venue. Venues are selected based on their: <ol style="list-style-type: none"> <li>i. capacity (all venues are mapped using CAD floor plans to ensure consistency is maintained across all Sites);</li> <li>ii. security;</li> <li>iii. quality of facilities for the purposes of the Program test events;</li> </ol> </li> </ol>

No	Item	Mod ref	Description or selection
			<ul style="list-style-type: none"> <li>iv. ability to set up required infrastructure for the Program test events;</li> <li>v. low risk of noise intrusion (internal and external);</li> <li>(f) arrange Venues suitable for the number of candidates required (in accordance with up to date NSW Government regulations and guidelines regarding Covid-19);</li> <li>(g) provide examination furniture where required, including but not limited to examination desks, chairs, trestle tables, and partitions;</li> <li>(h) provide logistics team Personnel who will manage the secure delivery and installation of devices, movement of examination material (USBs) and return of all items post-tests;</li> <li>(i) meet all Venue bump in/out logistic requirements;</li> <li>(j) perform hygienic cleaning services between examination sessions to meet Covid-safe requirements.</li> </ul> <p><b>For Lot 2C Services:</b> The Supplier will provide secure, end-to-end invigilation as a Service. The Supplier will:</p> <ul style="list-style-type: none"> <li>(a) recruit, screen (including by conducting interviews and arranging for background checks as required under this Agreement), arrange, train and onboard invigilators for the Program in accordance with the Specifications;</li> <li>(b) manage all HR and payroll function in relation to the invigilators, including managing and rostering of the invigilators;</li> <li>(c) make available an online application portal on the Supplier's website for invigilator candidates to apply to open positions for the Program;</li> <li>(d) perform time management in relation to the Lot 2C Services;</li> <li>(e) ensure that all invigilators provided under this Agreement have undertaken all relevant training to recognise the best way to manage students experiencing anxiety, misconduct and other common exam day challenges;</li> <li>(f) ensure that all invigilators provided under this Agreement are able to and comfortable with working in high-pressure environment;</li> <li>(g) ensure, where reasonable, any invigilators provided have previously worked in invigilation or related fields such as teaching, education or assessment;</li> <li>(h) conduct 2 training sessions per Program test event for all invigilation Personnel. These sessions will cover the following information: <ul style="list-style-type: none"> <li>i. accessibility provisions</li> <li>ii. computer-based delivery (if applicable)</li> <li>iii. how to spot and respond to candidate misconduct and how to document these occurrences.</li> </ul> </li> <li>iv. delivery of procedures to all invigilation staff so they are made aware of the candidate misconduct procedures.</li> <li>v. additional experienced invigilation staff to be assigned to candidates that have a pre-identified behavioural concern (e.g. equity candidate may suffer from seizures).</li> </ul>

No	Item	Mod ref	Description or selection
			<ul style="list-style-type: none"> <li>vi. all incident reports to be proof-read by a senior invigilator to ensure that it is clear and concise, with adequate information provided back to the customer.</li> <li>vii. adequate communication to ensure that candidates are familiar with the rules of the Tests;</li> <li>(i) ensure all Program test candidates receive a consistent experience and high-quality customer service at all Program test locations, both in person and online;</li> <li>(j) arrange for development and delivery of all invigilation Personnel specific to each Program test event;</li> <li>(k) provide relevant specialty Services as described in the Specifications;</li> <li>(l) ensure the Customer is not required to enter into any agreement(s) with any invigilator Personnel or recruitment agencies.</li> </ul> <p>Further details and requirements regarding the above Non-ICT Services and related Deliverables are set out in the relevant SoW and other Specifications.</p>
83.	Services Period	1.3 Annexure A	As set out in the relevant SoW.
<b>SUPPORT SERVICES</b>			
84.	Support Services	2.1 2.3	<p><b>For Lot 1A Services:</b> Refer to Part B: Cloud Module.</p> <p><b>For Lot 2B Services:</b> Refer to Item 82 above and any other Services set out in the relevant SoW(s).</p> <p><b>For Lot 2C Services:</b> Refer to any other support Services to be performed by the Supplier as set out in the relevant SoW.</p>
	Support Period	2.2 Annexure A	As set out in the relevant SoW.
85.	Help desk	2.4	The Supplier will provide help desk Services where computer-based Tests are to be delivered. Refer to Item 75 of this Schedule 2 (Order Form).
86.	Software Support Services	3.1 3.2(b) Annexure A	Refer to Part B: Cloud Module, and any other requirements as set out in the relevant SoW(s).
	Updates	3.2	Refer to Part B: Cloud Module, and any other requirements as set out in the relevant SoW(s).
	New Releases	3.2	Refer to Part B: Cloud Module, and any other requirements as set out in the relevant SoW(s).
	Security Corrections	3.2(f)	Refer to Part B: Cloud Module, and any other requirements as set out in the relevant SoW(s).



No	Item	Mod ref	Description or selection
87.	Period to maintain the Software after provision of Updates and New Releases	3.2(g)	Refer to Part B: Cloud Module, and any other requirements as set out in the relevant SoW(s).
88.	Support Services for Hardware and Other ICT Deliverables	4.1 4.2 Annexure A	Not applicable.
89.	Preventative Maintenance	4.3 Annexure A	Not applicable.
90.	Engineering changes	4.4	Not applicable.
91.	Remedial Maintenance	4.5 Annexure A	Not applicable.
<b>DEVELOPMENT SERVICES</b>			
92.	Development Services	5.1 Annexure A	As set out in the relevant SoW.
93.	Software Solution	5.2 Annexure A	Refer to Part A: Cloud Module, and any other requirements as set out in the relevant SoW(s).
94.	Design Specification	5.3(a) 5.3(b)	As set out in the relevant SoW(s)
95.	Service Levels or criteria that apply to the Development Services	5.4(d)	As set out in the relevant SoW(s) or as otherwise set out in the Service Levels Agreement Annexure.
96.	Alternative project delivery methodology	5.5	As set out in the relevant SoW(s).
<b>SYSTEM INTEGRATION SERVICES</b>			
97.	Systems Integration Services	6.1 Annexure A	As set out in the relevant SoW.
	Scope of Systems Integration Services	6.2	As set out in the relevant SoW(s).
	SI Plan and SI Specifications	6.3	As set out in the relevant SoW(s).

No	Item	Mod ref	Description or selection
<b>DATA SERVICES</b>			
98.	Data Services	7.1 7.2(a) Annexure A	As set out in the relevant SoW(s).
99.	Backup	7.4	Refer to Item 64 of this Schedule 2 (Order Form).
100.	Data cleansing	7.5	Not applicable
101.	Data analysis	7.6	As set out in the relevant SoW(s).
102.	Data migration	7.7	As set out in the relevant SoW(s).
103.	Data Migration Plan	7.7	As set out in the relevant SoW(s).
<b>OTHER PROFESSIONAL SERVICES</b>			
104.	Professional Services	8.1 Annexure A	The Supplier will provide Professional Services as set out in the relevant SoW and as part of the Non-ICT Services.
	Specifications and standards	8.2	As set out in the Specifications.
105.	Dates for Delivery and timeframes	8.2	As set out in the relevant SoW(s).
		8.3	
<b>MANAGED SERVICES</b>			
106.	Managed Services	9.1 9.2 Annexure A	Not applicable.
	Transition-In Services	9.3	Not applicable.
107.	Procedures Manual	9.4	Not applicable.
108.	Managed Third Party Contracts	9.5 Annexure A	Not applicable.
109.	Assets	9.6	Not applicable.
		Annexure A	

No	Item	Mod ref	Description or selection
110.	Transition-Out Services	9.7	Not applicable.
<b>TRAINING SERVICES</b>			
111.	Training Services	10.1	As set out in the Specifications.
	Training Reports	10.2	As set out in the Specifications.
<b>GENERAL</b>			
112.	Additional/ancillary Deliverables and Services	11.1	As set out in the Specifications.
		11.2	
113.	Records	12	Any additional requirements are as set out in the Specifications.
114.	Operating procedures	13(a)(v)	No additional operating procedures.

**PART D: Software Module (Non-Cloud) – NOT APPLICABLE**

**PART E: Hardware and Other ICT Deliverables Module – NOT APPLICABLE**

## Annexure A to Order Form – Supplier's Documents

The Supplier's Documents are as follows:

Document	Date
<p>The Supplier's responses to the Customer's post-tender clarifications (PTC 1 to PTC 7), excluding:</p> <ul style="list-style-type: none"> <li>the "Service Level Definitions and Response Times" PDF;</li> <li>the "Selective Education RFT – Janison Departures" document and any related clarifications; and</li> <li>any costings and pricing clarifications.</li> </ul>	4 August 2023 to 8 September 2023
The Supplier's completed Part C – Returnable Schedule – Lot 1 – Component A (excluding any pricing response)	4 May 2023
The Supplier's completed Part C – Returnable Schedule – Lot 2 – Component B (excluding any pricing response)	4 May 2023
The Supplier's completed Part C – Returnable Schedule – Lot 2 – Component C (excluding any pricing response)	4 May 2023
The Supplier's PremierTech insurance certificate of currency	3 July 2023
The Supplier's Modern Slavery and Human Trafficking Policy	December 2021
ISO/IEC 27001:2013 Bureau Veritas Certification issued to the Supplier	12 August 2021



## Post-Tender Clarification Request

RFT ID	DOE03514/22	
TENDER NAME	Selective Education Test Provider and Test Centre Management Services	
TENDERER	Janison Solutions Pty Ltd	
CLARIFICATION NO.	1	
DATE OF ISSUE	10 July 2023	

### 1. Clarifications

The following clarifications are requested regarding your response to the abovementioned RFT.

Please email your response to this clarification request to [pstenders@det.nsw.edu.au](mailto:pstenders@det.nsw.edu.au) by **no later than 5pm, 4 August 2023**.

ITEM	CLARIFICATION	RESPONSE
Lot 1A - Test Design and Scoring and Test Delivery		

#### NSW Department of Education

105 Phillip Street, Parramatta NSW 2150 | GPO Box 33 Sydney NSW 2001 | T 1300 679 332  
<http://education.nsw.gov.au>



1	<p>Requirement TSD – 1</p> <p>Please provide your approach to meet the requirement for a OC writing task</p>	<p>We note that this task should assess ‘Creative writing and expression’ and would be an addition to the current specification for the OC Test. As such, we believe the best approach for this would be to make it part of the test review process and strategy process (mentioned below) and should be considered carefully after the contract period has started to ensure that any such change to the requirement:</p> <ul style="list-style-type: none"> <li>• is in line with the school curriculum, classroom practices and class activities</li> <li>• is carefully considered in terms of technology and how responses are to be entered on the CB platform and fairness to all candidates who may be used to different devices</li> <li>• does not adversely affect student wellbeing or place undue stress on candidates e.g. in terms of the total testing time.</li> <li>• does not result in any unacceptable delay to the issuing of results</li> <li>• is cost efficient (this requirement has not been allowed for in our submitted costing and would mean a significant increase as responses would need to be scored by multiple raters).</li> </ul> <p>As part of Cambridge University Press and Assessment, we have a world class research department and access to seasoned practitioners of large-scale tests to support any such changes to test design. Our group also includes the Centre from Evaluation and Monitoring that has developed a bespoke Entrance Test in its portfolio of assessments. Our department is responsible for Cambridge’s own suite of progression tests which include writing tasks for the Primary and Lower Secondary age groups and also works with clients from around the world on the development and implementation of different kinds of tests, including writing tasks. As such, we are well placed to design any writing task that is sound from a design perspective, and which will work effectively and as intended.</p>
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<p>2</p>	<p>Requirement TD – 7 Please clarify what is meant with the statement: "bar the specific content"</p>	<p>This means that no items for future live tests will be used for, or appear in, any practice tests.</p>
<p>3</p>	<p>Requirement TMS – 3 Please provide clarification on "(...) One scoring algorithm wouldn't be recommended for 3 test versions."</p>	<p>Apologies we meant scaling algorithm, practically each test version would have small differences in difficulty which we'd accommodate in the scaling.</p>

**NSW Department of Education**

105 Phillip Street, Parramatta NSW 2150 | GPO Box 33 Sydney NSW 2001 | T 1300 679 332  
<http://education.nsw.gov.au>



<p style="text-align: center;">4</p>	<p>Requirement TMS – 5</p> <p>What will change for CBT?</p> <p><u>Mode effects</u></p> <p>In general terms, the move to CBT involves migrating paper-based tests to onscreen tests, or creating tasks and items from scratch utilising the functionality that CBT provides. More often than not a combination of the two is involved. Some subject areas are more impacted by the risks of migration (from paper-based tests to on-screen tests) than others. Subjects with a lot of diagrams, annotation, graphs, and equations are most vulnerable. Research on migrating high-stakes exams to screen has found:</p> <ul style="list-style-type: none"> <li>• learners perform slightly differently in different modes</li> <li>• the gap between performance on paper and on-screen is largest for questions which require annotation, are visual or graphical</li> <li>• the gap between paper and screen is bigger for lower ability learners</li> </ul> <p>And, as the regulator of assessments in England, Ofqual, recognises, these issues can be a barrier to adoption.</p> <p><a href="https://www.cambridgeassessment.org.uk/blogs/high-stakes-on-screen/">https://www.cambridgeassessment.org.uk/blogs/high-stakes-on-screen/</a></p> <p>In recent trialling of our own assessments online, we have engaged with candidates and found that older and more able candidates in particular find onscreen tests more engaging than paper-based tests while younger candidates can struggle with typing (as opposed to handwriting) and with manipulating text.</p> <p><u>Test Production</u></p> <p>Many of the advantages of CBT are achieved on the operational side. As Cambridge has been using our partner Janison’s platform to construct tests for the last several years, we are confident that items can continue to be written and revised on the system in an efficient and productive way, as well as the panelling and any trialling that may be necessary.</p>
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	<p>The major benefit will be the increased efficiency of not using paper scripts, which helps with costs and has environmental advantages (raters for the writing task(s) will continue to access responses on-screen but these scripts will not require scanning which should help with turnaround times).</p> <p><u>Reasonable adjustments</u></p> <p>The CBT platform is advantageous over paper-based tests in terms of reasonable adjustments and the functionality it offers. This functionality is already tried and tested and provides a fairer test experience for affected candidates. The ACARA approved accessibility features include:</p> <ul style="list-style-type: none"><li>•Alternative items based on candidate needs</li><li>•Increased text size</li><li>•Colour themes for neurodiverse candidates</li><li>•Extra time and rest breaks</li><li>•Assistive technology compatibility</li></ul> <p>Braille papers will continue to be provided where requested.</p> <p><u>Test Validity and test taker experience</u></p> <p>Cambridge has its own dedicated digital high stakes team on whose expertise we can call upon to ensure that from a technical (assessment) aspect, the computer-based tests match international best practice and are in line with the intended test construct.</p> <p>We believe that consultation with schools will also be required to ensure that the transition is well communicated and that test takers are fully aware of the change and able to become familiar with the platform in advance. This includes any item types and functionality that may be new to them. In terms of stakeholder communications, sufficient consultation between Janison/Cambridge and the Department will be required to ensure that there is a smooth transition to CBT.</p>
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<p><b>5</b></p>	<p>Requirements THDS - 1 to 3</p> <p>THDS - 1 makes reference to a different procurement panel. Please clarify what support will be offered during live test sessions.</p>	<p>Standard Level 2/3 support will be provided during test sessions. If we are selected to provide Invigilation services the Invigilators will act as the level 1 support contact between the schools and Janison if we are not this role will need to be fulfilled by the DoE or we can discuss an alternative model.</p>
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<p style="text-align: center;"><b>6</b></p>	<p>Please provide further information round the proposed approach for improving placement tests (innovation)</p>	<p>The Janison Insights Platform will provide the following:</p> <ul style="list-style-type: none"> <li>- Eliminate the storage and transportation of test papers and in turn reducing the risk of lost or missing test papers.</li> <li>- Automatic marking of a number of item types providing a reduction in marking effort by 3 minutes per student.</li> <li>- ACARA approved reasonable adjustments</li> <li>- Offline test capabilities</li> </ul> <p>To date Cambridge has improved the placement tests in collaboration with the Department in the areas of:</p> <ul style="list-style-type: none"> <li>• malpractice and RA arrangements</li> <li>• consistency and global best practice</li> <li>• invigilation services &amp; training</li> <li>• panelling, for example the process of how specific language is used.</li> </ul> <p>Other areas that we will focus on in terms of improvement include:</p> <ul style="list-style-type: none"> <li>• test transparency and practice tests, particularly to different community groups</li> <li>• increasing alignment with school activities and curriculum</li> <li>• continuing to introduce functionality made possible by technology advances (in line with the points above).</li> </ul>
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<p>Please provide further information in respect to in-test trialling</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>7</p> <p>Please provide further information about review of test content every 2 years</p>	<p>We will be reviewing test content every year once results have been finalised and delivered with a particular focus on inclusiveness. The review will include:</p> <ul style="list-style-type: none"> <li>analysis of post-test results and statistics (item level data, differentiated item analysis)</li> <li>performance by gender, age and performance community group</li> </ul> <p>Any content that is not used over a two-year period will be reviewed to ensure it is still suitable for inclusion in terms of changes to the curriculum (including glossary items) and any changes made to the test specifications and/or framework.</p>
<p>8</p>	



<p>9</p>	<p>Please provide further information in respect to the contract governance and the relationship management approach</p> <p><b>Contract Governance</b></p> <p><b>Effective Contract Administration:</b> We have processes and systems to effectively manage contracts, including record keeping, tracking key dates and milestones, and ensuring compliance with contractual obligations.</p> <p><b>Performance Monitoring:</b> We regularly monitor and evaluate the performance of the contract to ensure that both parties are meeting their obligations. This involves establishing performance metrics, conducting audits, and reviewing progress reports.</p> <p><b>Communication and Collaboration:</b> We foster open and transparent communication channels between the contracting parties. Regularly engage in discussions and meetings to address any concerns, resolve issues, and ensure a shared understanding of contractual requirements.</p> <p><b>Risk Management:</b> Identify and manage potential risks associated with the contract. This includes assessing risks, developing contingency plans, and implementing measures to mitigate those risks.</p> <p><b>Relationship Management</b></p> <p><b>Janison provides continuity of personnel</b></p> <ul style="list-style-type: none"> <li>• Pre go-live, a Project Manager will be assigned to manage product changes.</li> <li>• Post go-live, the Client Services team provides account and relationship management services (along with other services, such as the Support Desk).</li> <li>• The Client Services team has defined account management personnel and an account manager is assigned to a client for both the pre and post go-live periods.</li> <li>• The client's Account Manager and the Client Services Manager are responsible for providing continuity of personnel, post- go-live, including alternative personnel when staff may be on leave or otherwise unavailable to ensure service level</li> </ul>
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	<p>agreements are maintained. The same is true of the Project Manager, during the implementation of required product changes.</p> <p><b>Janison acts in the best interest of the Client Australia at all times</b></p> <ul style="list-style-type: none"> <li>The Client Services team is well placed to identify the best way to meet the needs of the client, and comprises several “sub” teams covering a wide range of business and technical areas.</li> <li>The Client Services team will always work to align the best resources to client needs, including working with the Product Team and Project Managers, if required, to ensure the best possible outcome for the client in the best possible timeframe.</li> </ul> <p><b>The needs of the Client Australia are effectively managed</b></p> <ul style="list-style-type: none"> <li>Effective management of a client’s implementation is provided via a combination of an Account Manager and a Project Manager, (for when product changes are required); Janison will always work with a client to identify their individual needs for project/account management.</li> </ul> <p><b>Janison manages stakeholder expectations and involvement with effective engagement which enables project delivery</b></p> <ul style="list-style-type: none"> <li>Effective management of a client’s implementation is provided via a combination of an Account Manager and a Project Manager, (for when product changes are required). Janison will always work with a client to identify their individual needs around stakeholder expectations, communication and general project/account management.</li> </ul> <p><b>The key components of the relationship management model, provided by Janison, are:</b></p> <ul style="list-style-type: none"> <li>- Project management, during implementation.</li> <li>- Account management, during implementation and post go-live.</li> </ul>
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	<ul style="list-style-type: none"> <li>- Appropriate handover processes</li> <li>- Support, as per the service level agreement.</li> </ul> <p>The above components are currently in use for all Janison clients.</p>
<p>10</p> <p>Please provide detail on proposed arrangements to improve customer service experience and ongoing improvement cycle</p>	<p>Janison Insights is a constantly evolving system and we are always looking for ways to improve it.</p> <p>Our support team run continuous customer satisfaction surveys, we also run quarterly reviews to ensure that we are meeting our customer SLAs and delivering the highest level of customer experience.</p> <p>We work closely with all our clients to involve them in specifying and improving features, as well as prioritising areas to work on.</p> <p>Our roadmap is prioritised alongside our clients and our product team regularly meets with clients to gain feedback.</p> <p>With every release comes detailed release notes explaining the new features.</p> <p>[REDACTED]</p>
<p>11</p> <p>Please advise how any real or perceived conflict of interest will be management with other business operations of Janison</p>	<p><b>Disclosure:</b> Employees are required to disclose any potential conflicts of interest, whether real or perceived.</p> <p><b>Evaluation and Mitigation:</b> Once a conflict of interest is disclosed, the company will evaluate the situation to determine the level of risk it poses. If a conflict is identified, steps may be taken to mitigate or eliminate it, such as reassigning responsibilities or removing involvement in decision-making processes related to the conflicting interest.</p> <p><b>Ethical Guidelines:</b> We have codes of conduct that employees must adhere to. These guidelines serve as a framework for decision-making, ensuring that employees act in a manner consistent with the organisation's values and goals.</p>



<p>12</p> <p>Can you please provide further information in respect to your risk management approach?</p>	<p>Please refer to our "Risk Management Framework" attached separately.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>13</p> <p>How do you propose to address the fraud detection process requirement in the specifications? (i.e., please note in this context fraud detection refers to malpractices from students, invigilators or other personnel that would contravene the integrity of the assessment)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p><b>Invigilators</b></p> <p>To detect candidates who have lied in their declaration, we have a reporting system. Our staff members are encouraged to utilise our internal reporting system to report any suspicions they may have regarding a colleague declaration. Reports can be submitted confidentially if preferred, and all reports received are investigated.</p> <p>These measures are designed to minimise conflicts of interest and detect dishonest declarations. We have confidence that our system of checks significantly reduces the security risks associated with coaching college affiliations.</p>
<p>14</p>	





<b>2</b>	<p>We note that your tender response states that your proposal does not include the cost of police checks for invigilation personnel. It is DOE's position that your tender submission should include all costs associated to the provision of invigilation resources. Please confirm your agreement to cover the costs of the police checks required for invigilation personnel.</p>	<p>Working with Children's Checks include national police check so we haven't included separate police check in the costings but can do if required? Please find further details below: <a href="https://www.service.nsw.gov.au/transaction/apply-for-a-working-with-children-check#introduction">https://www.service.nsw.gov.au/transaction/apply-for-a-working-with-children-check#introduction</a></p>
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## 2. Presentation

Your organisation will be required to present to the Tender Evaluation Team on one of the following dates:

- Wednesday 9 August: 1pm – 3:30pm
- Friday 11 August: 1pm – 3:30pm

Please respond by 5pm, Friday 21 July 2023 confirming your preferred timeslot. Your presentation will need to address the items below:

Please email your presentation to [pstenders@det.nsw.edu.au](mailto:pstenders@det.nsw.edu.au) by **no later than 5pm, 4 August 2023**

ITEM	CLARIFICATION
<b>Lot 1A - Test Design and Scoring and Test Delivery</b>	
1	How the proposed test framework meets the department's requirements and how it will be evaluated, improved and updated over the life of the contract
2	What other test components that will identify students underlying high potential and gifted ability could be added to the placement test and what other test innovations can be added over the life of the contract. (For clarity other test components is other than critical thinking and problem solving; mathematical reasoning, reading comprehension and creative writing and expression)
3	Approach to item trailing and statistical equating on the placement tests
4	How the computer-based test platform meets the department requirements, provides reasonable adjustments and a practice environment that allows students to simulate a live test experience (including students that will receive a reasonable adjustment)
5	How will you work with the department in both the project implementation phases (transition in) and business as usual operation of the placement tests. What will be the project and governance meeting structures, will all meetings be in NSW business hours, will they be in person or virtual. How will you measure a successful working relationship with the department
<b>Lot 2B - Venue Sourcing &amp; Test Centre Management</b>	
1	Approach to sourcing test venues across NSW to successfully conduct the placement tests and student not being more than 1hr from a test venue

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2	How suitable space for students requiring separate rooms (for reasonable adjustment that cannot be managed in the main test room) will be managed
3	Approach to allocating students to test centre locations (i.e. when applying, after applications close, combination, etc..)
4	Setup and pack down
5	If different to Lot1A - How the computer-based test platform meets the department requirements, provides reasonable adjustments and a practice environment that allows students to simulate a live test experience (including students that will receive a reasonable adjustment)
<b>Lot 2C - Invigilation Resourcing &amp; Management and Test Administration</b>	
1	Approach to sourcing invigilation staff (and current invigilation pool) and ensuring they have the required checks and no conflicts of interest
2	Invigilator training
3	Invigilator allocation to test centres and ratios
4	Test administration practices and systems or tools used to manage test day, i.e. student attendance, test incidents, malpractice, etc..
5	If different to Lot1A - How the computer-based test platform meets the department requirements, provides reasonable adjustments and a practice environment that allows students to simulate a live test experience (including students that will receive a reasonable adjustment)

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## Post-Tender Clarification Request

RFT ID	DOE03514/22
TENDER NAME	Selective Education Test Provider and Test Centre Management Services
TENDERER	Janison Solutions Pty Ltd
CLARIFICATION NO.	2
DATE OF ISSUE	9 August 2023

### 1. Clarifications

The following clarifications are requested regarding your response to the abovementioned RFT.

Please email your response to this clarification request to [pstenders@det.nsw.edu.au](mailto:pstenders@det.nsw.edu.au) by **no later than 5pm, 11 August 2023**.

ITEM	CLARIFICATION	RESPONSE
Lots 1A, 2B and 2C		
	Can Janison please provide the pricing for lot 1a, 2b and 2c, based on:	Updated pricing document is attached.
1	1. OC and SHS year 7 only, and 2. split out the additional cost to add SHS year 8-12 (based on stages, i.e. 3 sets of test).	
Lot 2C - Invigilation Resourcing & Management and Test Administration		
2	Please advise why the invigilation hourly rates for Lead Invigilator and Invigilator are significantly higher than current rates	

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## Post-Tender Clarification Request

RFT ID	DOE03514/22	
TENDER NAME	Selective Education Test Provider and Test Centre Management Services	
TENDERER	Janison Solutions Pty Ltd	
CLARIFICATION NO.	3	
DATE OF ISSUE	17 August 2023	

### 1. Clarifications

The following clarifications are requested regarding your response to the abovementioned RFT.

Please email your response to this clarification request to [pstenders@det.nsw.edu.au](mailto:pstenders@det.nsw.edu.au) by **no later than 5pm, 23 August 2023**.

ITEM	CLARIFICATION	RESPONSE
Lots 1A, 2B and 2C – Price Questions		

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<p>Can Janison please provide an updated pricing response using the provided templates incorporating the following considerations:</p> <ul style="list-style-type: none"> <li>a) Incorporate any opportunities to increase process and delivery efficiencies in the response.</li> <li>b) Submit separate pricing responses for all year 8-12 placement as separate cost. i.e., provide clear costing for OC and year 7 entry to SHS and a separate cost for year 8-12 SHS for all lots (to the breakdown level on the pricing sheet).</li> <li>c) Specifically for lot 2C, please include in your response details of the award invigilation staff are paid under and requirements for weekend loadings.</li> <li>d) Please provide optional pricing to include a writing task for the OC placement test. Please submit this information in a separate sheet.</li> </ul>	<p>[Redacted]</p>
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**Lots 1A, 2B – Non-Price Questions**

<p><b>2</b></p> <p><b>Lot 1A</b></p> <p>The standard Service Levels provided do not align with any issue impacting testing for test administration being resolved within the test session or testing period. Please describe how Janison would be able to ensure testing was complete while students were still present at the venue with these service levels</p>	<p>As we have done previously, we will have a dedicated Technical Event Management team on call for the duration of the test events and will be providing a MS-Team channel so that the DOE can be updated on the status of any issues experienced by students on exam day. This is the model that has been successful in the past but we are happy to discuss providing a custom support model.</p>
<p><b>3</b></p> <p><b>Lot 2B</b></p> <p>Please review the venue locations for the requirement for students to be within 1hr of a test venue. Noting this is normal travel time for that time of day and not unexpected traffic incidents. Advise of any changes to meet this requirement.</p>	<p>Noted.</p>





## Post-Tender Clarification Request

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Selective Education Test Provider and Test Centre Management Services
<b>TENDERER</b>	Janison Solutions Pty Ltd
<b>CLARIFICATION NO.</b>	4
<b>DATE OF ISSUE</b>	28 August 2023

### 1. Clarifications

The following clarifications are requested regarding your response to the abovementioned RFT.

Please email your response to this clarification request to [pstenders@det.nsw.edu.au](mailto:pstenders@det.nsw.edu.au) by **no later than 5pm, 30 August 2023**.

ITEM	CLARIFICATION	RESPONSE
1	<p>In respect to your response to Post-Tender Clarification no. 3:</p>  <p>Under the Educational Services (Teachers) Award 2020 employee means a person employed as a teacher in the school education industry or children's services and early childhood education industry who is a national system employee within the meaning of the <a href="#">Act</a>. This is not a valid award for invigilation services.</p> <p>Can Janison confirm the correct award used for invigilation services? If Janison is referring to MA000076: Educational Services (Schools) General Staff Award 2020, please specify the classification under the award that is applicable to invigilation roles.</p>	

21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1	Non Functional	Req ID	Title	Description	Category	Compliance	How do you meet the requirement?
			<b>20.9 User Experience</b>				
		UE - 1	Look & Feel - Schools and Corporate	Test candidates must be able to perform the test on a locked down desktop environment preventing interaction with other desktop applications that may assist with performance in the test.	Highly Desirable	Compliant	Configuration
		UE - 2	Student Identity Validation	Solution to be able to support both manual or automatic identification of students sitting the placement tests and store their photo for investigation of impropriate collusion or cheating.	Highly Desirable	Partially compliant	Configuration
		UE - 3	Accessibility	A responsive design that provides a consistent look and feel for schools and corporate services that improves customer satisfaction, utilising the global Experience Framework and complies with the Department's style guide taking into consideration the user-centred design basics.	Required	Compliant	Configuration
		UE - 4	Personalisation Maturity Level 1	The solution shall comply with WCAG 2.0. W3C Content Accessibility Guidelines ( <a href="http://www.w3.org/TR/WCAG20/">http://www.w3.org/TR/WCAG20/</a> ) W3C Web Content Accessibility Guidelines (WCAG2.1 - <a href="https://www.w3.org/TR/wcag21/">https://www.w3.org/TR/wcag21/</a> ) This includes (but is not limited to): • Keyboard operability. • Screen reader access. • The use of generative/shorthand language.	Highly Desirable	Compliant	Configuration
		UE - 5	Personalisation Maturity Level 2	Ability to display content that is relevant to a user, based on a split tested, rules based engine underpinning viewable content.	Highly Desirable	Partially compliant	Configuration
		UE - 6	Working Offline	Ability to display content that is relevant to a user, determined through intelligent AI analysis of both individual and collective user group system interactions with the system, taking into consideration the user's context and environment.	Required	Partially compliant	Configuration
		UE - 7	Mobility	The solution shall have ability to provide HTML 5 based responsive design that is able to be accessed through a variety of mobile devices (Android and iOS) and be mobile browser compatible (Chrome, Safari, Edge, Firefox etc.), whilst not being constrained to a desktop or a tablet app.	Required	Compliant	Out of the Box
		UE - 8	Reporting	The solution shall provide predefined reporting functionality (i.e. out of the box reports delivered with the solution). Reporting and report requirements to be defined with the supplier.	Required	Compliant	Out of the Box
		UE - 9	Reporting	The solution shall provide custom reporting functionality (i.e. reports based on customised data).	Required	Compliant	Configuration
		UE - 10	Reporting	The solution shall provide users with the ability to schedule (and de-schedule) the execution of Reports at a specified time or on one or many occasions. Report requirements to define with the supplier.	Highly Desirable	Compliant	Configuration
		UE - 11	Reporting	The solution shall provide the capability to generate, publish, convert and distribute reports in various formats such as but not limited to Screen, Printer, XML, HTML, RTF, PDF, word, excel.	Highly Desirable	Partially compliant	Customisation
			<b>20.8 Data</b>				
		DA - 1	Data Architecture Management	Data should be managed in accordance with the Centre for Education Statistics and Evaluation (A Department produced document that provides a framework for information management in the education sector)/Information Management: A Vision of Government's common approach (A document produced by NSW EPSC) to address best practice management of information for NSW public sector.	Required	Partially compliant	Configuration
		DA - 2	Data Storage Location	Data storage should align with the NSW Government Cloud Policy provides a framework that enables a government agency to adopt cloud-based services.	Required	Partially compliant	Configuration
		DA - 3	Data and the Open	Ability to handle a range of data and the types, including but not limited to PDF, Doc, PSX, XLSX and XSL files as well as supporting dynamic online / smart forms.	Required	Compliant	Configuration
		DA - 4	Data Lifecycle Management	Ability to manage the end-to-end lifecycle of data, including Collection and Storage, Encryption, Archiving in accordance with long-term retention policies. Migrating data from a legacy system to the new solution. Removal of data when required. Data ownership always remains with the Department.	Required	Partially compliant	Customisation
		DA - 5	Data Quality	Ability to adopt an outcomes-driven approach to data and information management in accordance with DEC's Information management Strategy and NSW's ICT Strategy enabling insight driven analytics.	Required	Compliant	Customisation
		DA - 6	Exchange Interfaces	Protocols, authentication and encryption Ability to seamlessly exchange data utilising APIs and REST or SOAP services. Managed Secure File Transfer and other modern industry standards.	Required	Compliant	Configuration
		DA - 7	Protocol, authentication and encryption	Information must be transferred over HTTPS utilising the appropriate certificates and OAuth2/OAS Security authentication with TLS 1.2 or greater.	Required	Compliant	Out of the Box
		DA - 8	System Interfaces	Ability to integrate with relevant Department systems (e.g. SHSQC placement system) interfaces utilising APIs and REST or SOAP services. Managed secured the Transfer and other modern industry standards.	Required	Compliant	Customisation
		DA - 11	Data Security	If the solution proposed is a hosted solution, all electronic records, including administrative and user entered data must be hosted in Australia. Sensitive Data must be protected in transmission and persistent or stored sensitive data must be encrypted. The solution shall have the ability to maintain data integrity through the following at a minimum: • Data signing • Data audit/tracking • Data restoration • Data encryption • Data validation rules • Management of system downtime and availability to maintain data loss	Required	Compliant	Out of the Box
		DA - 12	Data Integrity		Required	Compliant	Out of the Box
		DA - 13	Data Management	The solution shall provide sustainable mechanisms for reference data management: • Reference data must not be hard coded • Online facilities for application administrators to maintain reference data • The solution should include field level processing allowing the reference data to meet acceptable values/ranges • The solution shall have the capability to process reference data for external systems. • The solution shall have the capability to process reference data for external systems.	Required	Partially compliant	Customisation
		DA - 14	Data Security	The solution provider shall make sure that data copied across from production environments must be masked/obscured/identified to prevent leakage of sensitive and personal information.	Required	Compliant	Out of the Box
		DA - 15	Data Integration	The solution shall have the ability to ingest data that is people search compliant order to enable intelligent search functionality which provides a consolidated vendor and product list.	Required	Compliant	Not applicable
		DA - 16	Backup & Restore	The solution shall provide the capability to use a backup up copy to restore an alternate environment in the event of a disaster that results in damage to or unavailability of data across an entire system.	Required	Compliant	Out of the Box
		DA - 17	Backup & Restore	The solution shall provide the capability to perform weekly full and backup of all relative data (file system).	Required	Compliant	Out of the Box
		DA - 18	Backup & Restore	The solution shall provide the capability to perform daily full backups.	Required	Compliant	Out of the Box
		DA - 19	Backup & Restore	The solution shall provide the capability to perform backup processes during the scheduled maintenance windows.	Required	Compliant	Out of the Box
		DA - 20	Backup & Restore	The solution shall provide the capability to perform backup processes with data error checking / recovery capabilities.	Required	Compliant	Out of the Box
		DA - 21	Backup & Restore	The solution shall have the ability to implement retention policies, standards, sign and business rules, mutually agreed upon and approved by the State and the SaaS Provider	Required	Compliant	Out of the Box
		DA - 22	Backup & Restore	The solution shall have the ability to store transactional and historical data for a minimum of 7 years.	Required	Compliant	Configuration
		DA - 24	Backup & Restore	The solution must provide backup/restores capability for all the environments.	Required	Compliant	Out of the Box
		DA - 25	Backup & Restore	The solution shall have the ability to archive and retrieve information on demand.	Required	Compliant	Out of the Box
		DA - 26	Backup & Restore	The solution shall have the ability to archive and retrieve information on demand.	Required	Partially compliant	Configuration
			<b>20.7 Performance</b>				

Requirement removed by the DOE


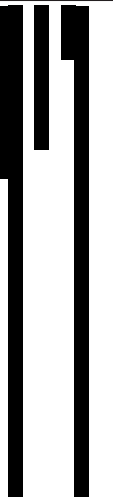


Test Design and Scoring		Description		Compliance		How do you meet the requirement?	
ID	Title	Description		Category	Compliance	How do you meet the requirement?	
<b>D. Test Specification and Design</b>							
TSD - 1	Test strategy	<p>The Selective Education Placement Tests are designed to accurately rank high-potential and gifted students as a basis for them being offered a place at a selective high school or opportunity class.</p> <p>The supplier will provide a test strategy that outlines the approach, experience and capability in developing a set of assessments to accurately identify and rank high potential and gifted students for the below placement tests:</p> <ol style="list-style-type: none"> <li><b>Opportunity Class Placement Test:</b> Current Year 4 students seeking Year 5 placement in an opportunity class.</li> <li><b>Selective High Schools Placement Test:</b> Current Year 6 students seeking Year 7 placement in a selective high school.</li> <li><b>Year 8-12 Selective High Schools Placement Test:</b> Current Year 7-11 students seeking a year 8-12 placement in a selective high school.</li> </ol> <p>The test strategy must be updated at least every two years based on the learnings from prior years' tests, psychometric analysis of the effectiveness of the test components in identifying high potential and gifted students, and other data from the Department or student performance post placement. Updates to the test strategy may recommend changes to the test components, weightings and test specifications.</p>		Required	Compliant	<p>[REDACTED]</p>	
TSD - 2	Test Design	<p>The placement tests must be designed to be delivered as a number of different placement tests, that can be delivered across multiple days.</p> <p>Each different placement test must be statistically compatible to each other to ensure that the student's overall placement score for the placement test can be accurately used to rank all students in order of academic merit.</p> <p>The placement tests must have a number of different components that provide a valid means of identifying high potential and gifted students as defined in DE's HPGC policy. The placement tests must provide an indicator of a student's possible potential to achieve highly in an academically selective education environment or similar.</p> <p>The test components for the Opportunity Class Placement Test and the Selective High Schools Placement Test must include components that cover:</p> <ul style="list-style-type: none"> <li>critical thinking and problem solving;</li> <li>mathematical reasoning;</li> <li>reading comprehension;</li> <li>creative writing and expression;</li> <li>the Department is open to include other test components that will identify students underlying high potential and gifted ability.</li> </ul> <p>The Year 8-12 Selective High Schools Placement Test may be based on the Opportunity Class Placement Test and the Selective High Schools Placement Test or be a commercially available of the shelf test.</p> <p>The supplier must recommend the weighting and scaling approach for each test sections for approval by the Department. Where a test component is based on a curriculum area, it must not be above the current stage level for students sitting the test. Information on the NSW curriculum can be found here: <b>NSW curriculum and syllabuses   NSW Education Standards.</b></p> <p>All test components must be age and stage level appropriate for the students sitting the Opportunity Class Placement Test, the Selective High Schools Placement Test and the Year 8-12 Selective High Schools Placement Test.</p> <p>Each test should have unique test items except where there is a need to have anchor test items to ensure the different placement tests are statistically comparable to each other.</p> <p>Tests should only include test items that have not been used in previous tests or practice/preparation materials, so contacted students do not get an advantage. The Department must approve the reuse of any test items or a test design that is based on test item reuse.</p> <p>The placement tests must be psychometrically robust and meet world-class standards for selective education assessments to identify, assess, and select students for placement in academically selective education programs.</p> <p>The placement tests must be able to identify and discriminate students at the top end of ability to accurately rank students for placement.</p> <p>Each time the test strategy is updated, up to three different test designs must be proposed to the Department for consideration and approval based on industry leading best practice and innovation in assessment testing design.</p>		Required	Compliant	<p>[REDACTED]</p>	
TSD - 3	Test Specification Documents	<p>The supplier will provide test specifications in generative and explanatory nature. It should be written at the item level inclusive of phrases test items, the structure test layout, construct test input, and guide the entire test development process with the specs to serve as guidelines so that new versions can be compared to previous versions.</p> <p>In general, specifications need to:</p> <ol style="list-style-type: none"> <li>Describe the purpose of the test;</li> <li>Describe the targeted language use situation and list the targeted language use tasks;</li> <li>Describe the characteristics of the language users/test takers;</li> <li>Define the construct to be measured;</li> <li>Describe the content of the test;</li> <li>Describe the test design;</li> <li>Provide samples of tasks/items the specifications are intended to generate; and</li> <li>Develop a plan for evaluating the qualities of good testing practice.</li> </ol> <p>Details such as the contexts for which the test is appropriate, the criteria for success, the construct, and reference between test scores and content.</p>		Required	Compliant	<p>Test specifications, currently produced by Cambridge, meet these criteria and will be reviewed in tandem with the test strategy at the start of the work in 2025.</p>	
<b>D. Test Development</b>							
TD - 1	Test format	<p>Test content must be able to be delivered in different test formats and be accessible to test students with no difference in test reliability. Test formats include the following different formats:</p> <ul style="list-style-type: none"> <li>Online computer-based tests (e.g. software, app-based, or web-based tests).</li> <li>Paper test format (e.g. content from the online computer-based tests to be made available in paper tests format for disability adjustments. These include additional modified paper tests for reasonable and disability adjustments).</li> </ul>		Required	Compliant	<p>Cambridge understands that the requirement is now for all tests and versions to be delivered on-screen. Paper-based tests can be produced if necessary using the systems we plan to use as a contingency. Note that provision of these paper-based tests has not been coded for as part of this proposal.</p> <p>Paper-based versions will be produced from which tests for disability (reasonable) adjustments can be produced where this requirement cannot be met by the on-screen functionality.</p>	

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TD - 2	Test difficulty	Tests must have a sufficient level of difficulty to assess students suitable for placement in academically selective settings (e.g. students with above average to very superior academic potential). Tests will have a range of item difficulty to allow for the broad range of student achievement levels and will require appropriate difficulty and tagging to ensure security and determine students at the top end of ability.	Required	Compliant	Cambridge produces a wide range of tests used for academic purposes across many different levels of education. We will draw upon our resources and internal expertise, as well as test data gathered in recent years, to ensure the tests we produce are of the correct level of difficulty.
TD - 3	Original test content	Test content should be new, bespoke original test questions, not used in previous tests and publicly available in previous test/practice or preparation materials with the exception of reference materials (e.g. published poems or written extracts). The Department must approve the reuse of any test items.	Required	Compliant	Cambridge confirms that no test items will be re-used without the Department's permission.
TD - 4	Question banks	Tests will incorporate a rolling bank of questions that allow testing to occur over several days (possibly including weekends) without loss of test integrity, reliability and security. Allowing items to be added to the item bank (or dropped out) very easily without negatively affecting the performance of any test. This means test-experiences can be customised to suit different requirements.	Required	Compliant	
TD - 5	Diverse and inclusive test content	Test items and content must be designed and written to be inclusive and meet the needs and cultural backgrounds of the diverse student groups that sit the placement tests. Students sitting the selective education tests come from a diverse range of backgrounds including gender, social, cultural (including Aboriginal), language, geographical and disability. The Department strives at all times to promote inclusion and equitable representation for all student groups.	Required	Compliant	Cambridge is well experienced in producing inclusive and accessible tests, both in terms of content and language. Cambridge will continue to work with the Department to ensure that test content is suitable for all student groups who may take the tests.
TD - 6	Test development quality assurance practices	Test development must follow a strict quality assurance process that ensures the integrity of the assessment and reporting of student achievement against the performance standards for the assessment and that students have fair, valid, and reliable tests.	Required	Compliant	The tests will be produced using our established QA processes and which adhere to our Code of Practice. There are multiple stages and personnel involved in quality checks at every stage (see Part C - Tender Response Schedules for more details).
TD - 7	Student practice test	The Department seeks to promote student familiarity, confidence with test type (paper or computer-based delivery), question types and test formats. Familiarisation with computer-based testing will also help students with reasonable adjustments. The supplier must provide at a minimum, one set of practice tests and marking rubric per year in both computer-based and computer format. The paper-based practice tests will be published on the Department's website and must include a practice test that covers the same test components and number of test questions as a live placement test, the working of the answers for each question, and the answer keys. The computer-based practice test must mirror the user interface, functionality and experience of the live computer-based test (including being timed and being able to add reasonable adjustments). A summary of the student's answers and the correct answer must be shown at the completion of the test.	Required	Compliant	Cambridge will ensure content is provided for a complete on-screen practice test that will mirror the relevant format of the assessment (e.g. paper-based or computer-based). Students will be able to become familiar with the content from an indication of right and wrong answers. Students will be able to become familiar with the content functionally including that which caters for any required reasonable adjustments (with the exception of Braille).
<b>PPT - Test Panelling and Trials</b>					
TPP - 1	End to end test panelling	All test items must be panelled to ensure items are appropriate for the candidate, in terms of both their content and the level of challenge they provide, and that any construct-irrelevant sources of difficulty are removed. The Department requires panelling of all items which will consider the test specification, including the appropriacy of skills tested, range and balance of testing focuses, 'spendiness' of each test (number of items in the time available) and issues of 'coarsibility'. Panelling to involve pre-panel review of test content and questions, pre-trial panel meeting to agree and finalise trial questions and a post-trial panel meeting to review trial test content and question performance and recommendations for the live test.	Required	Partially compliant	
TPP - 2	Test panelling diversity and inclusion	The Department requires that a diverse range of students and community voices are included in trialling and panelling processes. In particular, the Department wishes to ensure equity across: <ul style="list-style-type: none"> <li>• Gender;</li> <li>• Socio-economic status;</li> <li>• Students with disability;</li> <li>• Students from diverse backgrounds;</li> <li>• Aboriginal students; and</li> <li>• Geographic locations.</li> </ul> Following in-house panelling processes, the supplier will consult the Department Panels during pre-trial and post-trial item development to determine the items to be used in the trial and obtain approval for the final items to be included in the tests. The Department will ensure a varied of stakeholders and subject matter experts are made available for the panelling process.	Required	Partially compliant	Cambridge will work with the Department to ensure that all agreed stakeholder groups are involved in the panelling process. Cambridge will provide support for selection of subject matter experts and other stakeholders that are required for the panelling process. For details related to trialling, see 'Test Trials' below.

<p>TPT - 3 Test trials</p>	<p>The supplier to arrange test trial with all test items which must be trialled with the target student groups. Test trials are to be conducted outside of New South Wales, with students aged and in school years similar to the students sitting the test, with a range of student ability levels and demographic characteristics commensurate with those of NSW test takers. (Test subjects can be either gifted or highly gifted students the same age as those sitting the tests in NSW, and/or older average-ability students whose ability levels are comparable to the ability level of NSW test takers). The total number of students sitting the test must be statistically significant to ensure the validity and reliability of test outcomes and results.</p>	<p>Required</p>	<p>Partially compliant</p>	<p>[REDACTED]</p>
<p>TPT - 4 Statistical analysis of pre-test and post test results</p>	<p>Statistical analysis on test items must be conducted on test trial results and presented to the Department to ensure test reliability and validity using techniques such as point biserial correlation an P value. Statistical analysis and information will be compiled on test item performance and the Department would not expect that items would need to be provided again post-test, unless the test revealed significant or unexpected issues.</p>	<p>Required</p>	<p>Partially compliant</p>	<p>Statistical analysis from live test performances will be used to ensure comparability across test versions and quality of subsequent live tests.</p>
<p>TPT - 5 Test pre-empting – post test</p>	<p>Post-test pre-empting must be conducted with Department stakeholders, reviewing the statistical performance of test items in the test trials and conducting a final check of suitability and approval of test content for the final live tests. Ensuring test items are appropriate for the candidature, in terms of both their content and the level of challenge they provide, and that any construct-relevant sources of difficulty are removed.</p>	<p>Required</p>	<p>Partially compliant</p>	<p>[REDACTED]</p>
<p><b>TIMS - Test Marking and Scoring</b></p>				
<p>TMS - 1 Marking and scoring accuracy</p>	<p>Accuracy and precision are the most important criteria in the assessment of an analytical method, and monitoring quality control during analysis and is essential to ensure the validity of reported results. The QC and SHS placement tests are high-stakes tests and thus confidence in the accuracy and reliability of the students' scores is essential.</p> <p>Provide an overview of how you mark and score these types of tests and how do you ensure you maintain marking and scoring accuracy and validation methods are used?</p> <p>The marking and scoring processes should have an accuracy level that can be communicated to parents to provide confidence in the marking and scoring of student's results and not require a results review process.</p> <p>The supplier must report the results of the quality control process to the Department on the accuracy of the marking and scoring processes annually.</p>	<p>Required</p>	<p>Compliant</p>	<p>[REDACTED]</p>
<p>TMS - 2 Test marking</p>	<p><b>Test, Data Capture, Marking (Computer)</b></p> <p>The supplier will:</p> <ul style="list-style-type: none"> <li>• Monitor computer testing and record any irregularities.</li> <li>• Capture answers.</li> <li>• Mark answers.</li> <li>• Provide this data including the answer key securely to the Department.</li> <li>• Must be able to flag and remove specific test questions from being included in the marking process using the test vendor system.</li> <li>• Must be able to return marking of test questions have been removed using the test vendor system.</li> </ul> <p><b>Test Collection, Data Capture/ Transcriptions (Paper)</b></p> <p>The supplier will:</p> <ul style="list-style-type: none"> <li>• Securely collect test materials.</li> <li>• Capture answers.</li> <li>• Mark answers within answers.</li> <li>• Provide this data including the answer key securely to the Department.</li> </ul>	<p>Required</p>	<p>Compliant</p>	<p>Our systems and analysis combined will meet all the requirements as listed.</p>

TMS - 3	<p>Test scoring and calculations</p> <p>The supplier will:</p> <ul style="list-style-type: none"> <li>Agree a scoring and scaling algorithm for each placement test annually with the department.</li> <li>Mark and score all test results according to the agreed scoring and scaling algorithm.</li> <li>Assign marks/scoring information to a student record based on unique identifier.</li> <li>Access to marks/score information is based on user role (a only nominated roles can view this data).</li> <li>The scoring and scaling algorithm used to be dependent on the placement test.</li> <li>Access to scoring function is based on user role/group.</li> <li>Access to marks/score information is based on user role/group.</li> <li>Previous versions of the algorithm to be retained and can be rechecked.</li> <li>Auditorial to be kept of all data sets.</li> <li>Provide the department with scoring data. Scoring data may include but not be limited to:             <ul style="list-style-type: none"> <li>- All components of a student's placement test score (i.e. raw, scaled, weighted, etc.);</li> <li>- Test responses for full or partial (including wrong) tests;</li> <li>- Test incident information;</li> <li>- Test analysis;</li> </ul> </li> <li>Incidents of malpractice (collusion or cheating);</li> <li>Specific responses by students to each question.</li> </ul>	Required	Partially compliant	
TMS - 4	<p>Result Enquiries</p> <p>The supplier to offer a results enquiry or result check service if a student feels that a test result is not consistent with their expectation. The supplier to confirm the student's test answers were processed correctly and a remark of test responses.</p>	Highly Desirable	Compliant	<p>A results enquiry process will be available for the SHS Writing (Year 7) only.</p>
TMS - 5	<p>Malpractice (collusion or cheating)</p> <p>The supplier must have processes, statistical analysis and technology to:</p> <ul style="list-style-type: none"> <li>Detect test malpractice (collusion and cheating) for both the paper and computer-based tests.</li> <li>Review identified cases of malpractice and determine which cases should result in the student's scores being withheld.</li> <li>Have a process where the outcome of a malpractice determination can be independently reviewed.</li> </ul>	Required	Compliant	<p>Malpractice processes will be available similar to the process currently being used. The process will be modified to reflect the CD delivery model.</p>
<p><b>TMS - 6 - Economics Test Review and Reporting</b></p> <p>The supplier must security send, receive and update information to the Department via a system-to-system Application Programming Interface (API). Please refer to the Department's Information Security requirements.</p>				
<p><b>TMS - 6 - Economics Test Review and Reporting</b></p> <p>At the completion of each annual placement test process, the supplier will review and provide a detailed performance report in a format to be agreed with the Department of the end-to-end test process and statistical analysis of test results, performance against the test specifications and objectives and recommendations for improvements. Items to be included in the report may include:</p>				
TRR - 1	<p>Test Review and Reporting</p> <ul style="list-style-type: none"> <li>Overall test performance.</li> <li>Suppliers test performance by student group e.g. gender, by Achievement/cores Strata bander status, SEA status, by disability status, by non-tertiary/university status and by age.</li> <li>Statistical distribution and reporting analysis that may include:             <ul style="list-style-type: none"> <li>- cumulative distribution of scaled scores by domain;</li> <li>- distribution of scaled scores by domain;</li> <li>- cumulative distribution of provisional test scores;</li> <li>- comparison of provisional test scores v. actual assessment test scores;</li> <li>- Declined assessment weightings v. actual assessment weightings;</li> <li>- Test reliability;</li> <li>- Corbach's Alpha/Writing and RMSE Composite Reliability;</li> <li>- Item-level performance;</li> <li>- Overview of writing;</li> <li>- Any key recommendations and conclusions.</li> </ul> </li> </ul>	Required	Compliant	<p>Our systems and processes will enable us to meet all requirements as listed.</p>
<p><b>CBT Computer Based Testing (Configuration and Provisioning)</b></p> <p>The supplier must provide a computer-based test solution (solution) that:</p>				
CBT - 1	<p>Computer-Based Test Solution</p> <ul style="list-style-type: none"> <li>Is fit for purpose to conduct a high stakes placement test.</li> <li>Can be locked down during testing so the student cannot access other programs, internet or spelling checking functions on the computer.</li> <li>Has built in resilience features for network/internet disruptions.</li> <li>Records test results automatically or manually when there has been a disruption.</li> <li>Is secure against (at least annually) with new features and the industry best-practice in computer-based-online testing.</li> <li>Provides a secure and reliable test environment for students.</li> <li>Provides functionality for navigators to supervise the test, record attendance, apply any approved provision during the test and record test incidents and observations.</li> <li>Provide functionality for navigators and dashboards to the Department to track the progress of a test session and identify any test incidents that require escalation and action.</li> </ul>	Required	Partially compliant	<p>Janison can provide its lock-down browser (called Replay) that is a low no bandwidth option which provides resilience in a lock-down environment. Reconciliation can be done immediately or in the case of a test being offline can be done later once connection resumes or manually. Navigators are able to use the in system dashboards to monitor student activity.</p>
CBT - 2	<p>Compatibility</p> <p>The solution must be compatible with test devices e.g. Windows, Mac and/or Chromebook and IOS devices and tablets.</p>	Highly Desirable	Partially compliant	<p>Dependant on device, browser version and if using Janison Replay. A full list of supported operating systems and browsers can be supplied.</p>
CBT - 3	<p>Availability</p> <p>Hours of operation are 24/7 during specified testing periods and must achieve a level of availability of 100%. Note: specific hours of operation for fraction tests in the lead up to test day to be defined. (The solution must meet the availability requirements according to SLAs.)</p>	Highly Desirable	Compliant	<p>This is achievable during defined testing periods.</p>
CBT - 4	<p>Scalability</p> <p>The solution must be scalable (estimated annual growth of users at 5%).</p>	Required	Compliant	<p>The solution is scalable to achieve this. As a reference point we delivered NAPLAN to 315,000 concurrent students in 2022.</p>
CBT - 5	<p>Maintainability</p> <p>The solution must be operationally maintainable and supported. After the solution go live, all the new data migrated should be maintained and supported.</p>	Required	Compliant	<p>All new data migrated will be maintained and supported.</p>
CBT - 6	<p>Logging and Auditing</p> <p>The solution must be capable of logging changes to all values stored in the solution and storing these values online for 7 years, and then archived for at least three years. Information to be logged must include the dates that values were created, modified and deleted. The solution must be capable of recording and retaining the history of all maintenance activities (old and new values) including the date they were created, modified and deleted. The solution must be capable of recording and retaining a history of all file attachments, including the dates they were created, modified and deleted. The solution must be capable of allowing any deleted records to be accessed at a later date, when required.</p>	Required	Partially compliant	
CBT - 7	<p>Regulatory and Legal</p> <p>Any information and/or data held within the solution for the Department will remain the property of the Department, and all intellectual property rights in the data will remain with the Department.</p>	Required	Compliant	<p>Janison Data collection and usage policy outlines our use of data.</p>

CBT - 8 Training	<p>Training will include:</p> <ul style="list-style-type: none"> <li>A User Guide must be developed for users of the solution. Examples of users could be DfE staff, test invigilators, students and device suppliers.</li> <li>Tutorials must be available to assist users of the solution.</li> <li>Face-to-face classroom training must be available for users (optional).</li> </ul> <p>The solution must be able to provide reasonable adjustments at an individual student level to ensure inclusion and accessibility requirements of all students are met. Tests will have the capacity to adjust for the needs of students with disabilities and as a minimum of or the same reasonable adjustments as what is offered with NAPLAN. Examples include:</p> <ul style="list-style-type: none"> <li>Video-based adjustments;</li> <li>Video-based tests;</li> <li>Extra time;</li> <li>Reader;</li> <li>Mobility adjustments;</li> <li>Seating adjustments;</li> <li>Separate / small group supervisor;</li> <li>Separate / individual question;</li> <li>Writers/ scribe;</li> <li>Support person;</li> <li>Platform and test accessibility (for computer tests) e.g. keyboard accessibility, low vision accessibility, such as colour contrast, zoom, no images of text.</li> </ul> <p>See Disability Standards for Education 2005 (<a href="https://www.education.gov.au/disability-standards-education-2005">https://www.education.gov.au/disability-standards-education-2005</a>).</p>	Required	Compliant	User Guides will be developed for DfE staff, Administrators, Invigilators, and students. Tutorials will be made available. Face-to-face classroom training (from the former session) can be made available at the completion of the implementation and ongoing for additional costs.
CBT - 9 Reasonable Adjustments (Disability Adjustments)	<p>Reasonable Adjustments (Disability Adjustments)</p> <ul style="list-style-type: none"> <li>Video-based adjustments;</li> <li>Video-based tests;</li> <li>Extra time;</li> <li>Reader;</li> <li>Mobility adjustments;</li> <li>Seating adjustments;</li> <li>Separate / small group supervisor;</li> <li>Separate / individual question;</li> <li>Writers/ scribe;</li> <li>Support person;</li> <li>Platform and test accessibility (for computer tests) e.g. keyboard accessibility, low vision accessibility, such as colour contrast, zoom, no images of text.</li> </ul> <p>See Disability Standards for Education 2005 (<a href="https://www.education.gov.au/disability-standards-education-2005">https://www.education.gov.au/disability-standards-education-2005</a>).</p>	Required	Compliant	Our accessibility features meet all requirements.
<b>TIIDS - Test Help Desk Support (Computer Based Testing)</b>				
TIIDS - 1 Compliance to Service Level Agreement	The supplier will provide the Department with the level of support required as outlined and agreed by both parties in the Service Level Agreement.	Required	Partially compliant	Standard support service levels are offered by default which have been accepted by the Department under the Service Level Agreement. A custom premium support model can be developed meeting the requirements to be compliant.
TIIDS - 2 Service Desk Operating Hours	The supplier will provide the Department with access to a Help / Service Desk which is available between the office hours of 7:00am & 7:00pm Monday to Friday (AEST/AEDT).	Required	Partially compliant	Standard support hours are from 8am-5pm Australian Business hours. We will provide emergency support to ensure NSW has all the support required but this may incur additional resourcing.
TIIDS - 3 After Hours Support	The supplier will be required to supply after hours support with Australian fixed line or mobile contact for critical and major incidents including during public holidays.	Required	Partially compliant	Standard support hours are from 8am-5pm Australian Business hours. We will provide emergency support to ensure NSW has all the support required but this may incur additional resourcing.
TIIDS - 4 Incident Tracking	The supplier will provide the Department with a transaction ID / Ticket Number for all cases logged. The supplier will have the ability to track updates to a request in the system to ensure relevant updates can be provided to the Department on request.	Required	Compliant	Zendesk is the ticket management tool used in Janssen. Authorised client representatives will be provided access to the portal to view, update and track all current and past incidents.
TIIDS - 5 Escalation Process	The supplier will provide a clear escalation process inclusive of named contacts that may be contacted in the event that Service Levels are at risk or have been breached. The supplier will provide the Department with suitable training and reference material for the purposes of:	Required	Compliant	Janssen will provide an escalation with named contacts once implementations hand over to support.
TIIDS - 6 Support Information	<ul style="list-style-type: none"> <li>Touchscreening issues with its solution;</li> <li>Information when using incidents to ensure timely and effective resolution; and</li> <li>This is required for the initial deployment of the solution and for any subsequent versions / releases whereby the support requirements may have changed.</li> </ul> <p>The supplier will provide the Department with a consolidated support guide as part of the project covering all aspects of support, including but not limited to:</p> <ul style="list-style-type: none"> <li>support contacts and processes;</li> <li>escalation process and contacts;</li> <li>equipment/process for service requests;</li> <li>information required for service requests;</li> <li>current version software application notes;</li> <li>requirements for raising incident/ticketing tickets;</li> <li>agreed service level information;</li> <li>an organisation chart as it pertains to support and escalations; and</li> <li>change and release management information.</li> </ul> <p>Please provide us with details regarding the support guide you will provide us with as a part of your solution.</p>	Required	Partially compliant	Training will be provided as part of the onboarding process. Relevant documentation can be shared with any subsequent releases.
TIIDS - 7 Support Guide	<ul style="list-style-type: none"> <li>support contacts and processes;</li> <li>escalation process and contacts;</li> <li>equipment/process for service requests;</li> <li>information required for service requests;</li> <li>current version software application notes;</li> <li>requirements for raising incident/ticketing tickets;</li> <li>agreed service level information;</li> <li>an organisation chart as it pertains to support and escalations; and</li> <li>change and release management information.</li> </ul> <p>Please provide us with details regarding the support guide you will provide us with as a part of your solution.</p>	Required	Partially compliant	Support pack can be provided as part of client onboarding.
TIIDS - 8 Critical Updates	<p>The supplier will be required to notify the Department in a timely manner of any critical updates required to its solution. Any defect or deficiency in your solution that poses the integrity, security or operability of the overall solution at risk will be classified as critical and will be notified to the Department. The lead time for notification will be agreed by both parties in the Service Level Agreement.</p> <p>Any updates issued in response to a critical risk should provide notes covering the defect being rectified and the impacted area of code/functionality associated with the defect.</p>	Required	Compliant	Janssen complies with this requirement.
TIIDS - 9 Severity 1 & 2 Incident/Problem Reports	<p>Where an incident has been attributed to the supplier, the supplier will be required to provide the Department with an Incident Report within the agreed SLA. The Incident Report should cover:</p> <ul style="list-style-type: none"> <li>Ticket reference number</li> <li>Time and date the incident was logged</li> <li>Time and date the incident was resolved</li> <li>Summary of key activities performed</li> <li>Root cause of the incident</li> <li>Any workarounds implemented for made</li> <li>Strategy to prevent a re-occurrence of the incident</li> </ul>	Required	Compliant	Post Incident Reports can be provided for any production Sev 1 / 2 incidents.
TIIDS - 10 Incident Management	<p>For incidents that have been classified as Severity Level 1 and Severity Level 2, the supplier will be required to provide an appropriately skilled Service Delivery Manager who will liaise with resolving groups and provide a single point of contact to the Department or the Department's designated contractors.</p>	Required	Partially compliant	Support Managers will act as the SPOC to manage Sev 1 / 2 escalations.

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<p>TH05 - 11 Support &amp; Maintenance Location</p>	<p>The supplier will have suitably skilled technical staff to field Level 2 and Level 3 support for incidents raised within Australian office hours.</p>	<p>Required</p>	<p>Compliant</p>	<p><b>2nd Level Support</b> Janison will be responsible for "2nd Level Support" to include:</p> <ul style="list-style-type: none"> <li>Taking over resolution of incidents that cannot be solved by 1st Level Support.</li> <li>Applying technical knowledge and experience to resolution of incidents.</li> <li>Referring incidents to 3rd level support where appropriate for a code fix.</li> </ul> <p><b>3rd Level Support</b> Janison will be responsible for "3rd Level Support" to include:</p> <ul style="list-style-type: none"> <li>Resolution of incidents by programming team.</li> <li>Providing relevant expertise for resolution of severe incidents.</li> </ul>
<p>TH05 - 12 Backup / Restoration</p>	<p>The supplier will perform comprehensive backup and restore services.</p>	<p>Required</p>	<p>Compliant</p>	<p>[REDACTED]</p>
<p><b>P.B.T. Contingency Paper Based Test (Printing, Delivery and Returns)</b></p>				
<p>PBT - 1 Paper Based Test</p>	<p>Ability for printing, scanning, marking, operations and logistics for the total number of students sitting the test while remaining highly secure. Have a fully integrated logistics solution with the ability to track and trace all products. Shipped and either distributed from a warehouse or directly to the test centres. Security is paramount in this process</p>	<p>Highly Desirable</p>	<p>Compliant</p>	<p>[REDACTED]</p>





# NSW Department of Education Request for Tender Part C - Tender Response Schedules

Test Centre Management Services Panel - Selective  
High School and Opportunity Class Computer-Based  
Placement Tests

**Identification and Instructions**

**DOE03514/22**



## Part C - Tender Response Schedules

RFT Number	DOE03514/22
Title	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
Closing Time & Date	Refer to 'Part A – Conditions of Tendering'

### 1 Tenderer Identification

<b>1.1 ORGANISATION</b>			
Provide the following information to identify the legal entity submitting the tender.			
Company Name (or Partnership Name)	Janison Solutions Pty Ltd		
Trading Name (if different from above)	Janison Solutions		
Address of Registered Office	80 Bay Street, Ultimo, 2007		
Site Address (Principal Place of Business)	80 Bay Street, Ultimo, 2007		
Postal Address (Principal Place of Business)	80 Bay Street, Ultimo, 2007		
ABN	35 081 897 494	ACN	081 897 494
<b>1.2 TENDERER CONTACT DETAILS</b>			
Provide details for the representative of the tenderer who may be contacted for queries or clarifications in relation to the RFT.			
Name	██████████	Position	Account Director
Telephone	██████████	Email	██████████
<b>1.3 PARTNERSHIP INFORMATION (IF APPLICABLE)</b>			
Is the Tenderer a Partnership?	<input checked="" type="checkbox"/> Yes, provide a list of the partners and details of the financial arrangements below <input type="checkbox"/> No, skip to section 1.4		
Lead Partner (if applicable)	Janison Solutions Pty Ltd		
Other Partners	Cambridge University Press & Assessment		
Partnership Financial Arrangements	As full consideration for the performance by Cambridge of its responsibilities under the proposed agreement, Janison will pay Cambridge the amounts set out in the relevant SoW at the times specified in the relevant SoW, provided that at these times these amounts have been paid in full by the Customer to Janison.		
<b>1.4 SUSTAINABLE PROCUREMENT</b>			
<b>Is your company a registered and recognised Aboriginal Business?</b> An Aboriginal owned business is one that is registered and recognised by an appropriate registration entity, such as the NSW Indigenous Chamber of Commerce, Supply Nation, or an entity representing Aboriginal owned businesses in another State or Territory that is a member of the First Australians Chamber of Commerce and Industry.	<input type="checkbox"/> Yes, evidence attached <input checked="" type="checkbox"/> No		
<b>Is your company an approved Australian Disability Enterprise (ADE)?</b> ADEs are commercial businesses that provide employment for people with a disability. Information about the ADEs can be found in a register, created through an order made by the Minister for Disability Services and maintained on the National Disability Services website.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>How many full time equivalent (FTE) employees does your company have?</b> Note: For FTE count, you must include parent companies and subsidiaries	<input type="checkbox"/> 1-19 <input checked="" type="checkbox"/> 20 - 199 <input type="checkbox"/> > 200		





## Part C - Tender Response Schedules

### 2 Supporting Information

2.1 REFEREES			
Provide details of two referees who may be contacted to provide confirmation of the claims made in the Tender in respect of the capability of the tenderer's organisation to fulfil the requirements.			
	Referee 1	Referee 2	
Organisation Name			
Contact Person			
Position			
Telephone			
Email			
Project Overview			
Services Provided			
2.2 INSURANCE			
Provide details of insurance policies held. Copies of Certificates of Currency are required to be attached.			
	Public Liability	Professional Indemnity	Workers Compensation
Insurer			
Policy Number			
Expiry Date			
Value			
2.3 SUB-CONTRACTORS			
Provide details of proposed sub-contractors. Add additional rows by hovering over the row and clicking the + on the right.			
Will the Respondent incorporate any third party services/ deliverables as part of its Services/ Deliverables under the Agreement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If the Respondent answered "Yes" above, does the Respondent agree with the Department's preferred contractual position in relation third part services/ deliverables? The Respondent may include any comments below.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments:		
2.4 CONFLICTS OF INTEREST			
Refer to clause 16 of the Conditions of Tendering. Provide details of any actual, perceived or potential conflicts of interest involving the Tenderer or its personnel. In addition, set out the Tenderer's internal procedures (if any) for identifying and managing any conflicts of interest that may arise.			



## Part C - Tender Response Schedules

<b>Details of any conflicts of interest</b>	Janison Solutions has no known conflicts of interest with NSW Department of Education.
<b>Procedures for identifying and managing conflicts of interest</b>	Currently we do not believe we have any conflict of interest. If one was to arise we would table the conflict and agree on a resolution with NSW Department of Education.
<b>2.5 PUBLIC HEALTH ORDERS</b>	
<b>Does the tenderer agree to comply with the Public Health Orders?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>2.6 ADDENDUM ACKNOWLEDGEMENT</b>	
<input type="checkbox"/> Not applicable (there have been no addenda issued) <input checked="" type="checkbox"/> All addenda have been read and taken into account	Janison acknowledges that all addenda have been read and taken into account

### 3 Tender Document Checklist

Tenderers are required to complete the checklist below for each of the Lots being tendered. The lots and components part of this tender are listed below:

- Lot 1  
Component A: Test Design and Scoring and Test Delivery
- Lot 2: Test Centre Management & Test Administration  
Component B: Venue Sourcing & Test Centre Management  
Component C: Invigilation Resourcing & Management and Test Administration  
Component D: Device and IT Management

#### Overarching Documents

The documents below are applicable to all lots (Lot 1 and Lot 2). Please complete the checklist to confirm you have provided a response for each schedule

- Part A – Conditions of Tendering
- Part B – Specifications
- Part C – Returnable Schedule – Identification and Instructions **Document Completed: Yes  No**
- Part C – Returnable Schedule – Both Lots – Questionnaire NF **Document Completed: Yes  No**
- Part C – Returnable Schedule – Sustainability, SME, Local Participation Plan **Document Completed: Yes  No**
- Part C – Returnable Schedule – ICTA ISR **Document Completed: Yes  No**
- Part D – NSW DoE ICTA Information Security Requirements
- Part D – Contract Management Plan Template

#### Lot 1 – Component A

Are you tendering for this Component? **Yes  No**

The documents below are only applicable if you are tendering to provide services for Lot 1 – Component A. Please complete the checklist to confirm you have provided a response for each schedule. If you are tendering for other Lots/Components you will also need to follow the document checklist for those components

- Part C – Returnable Schedule – Lot 1 Component A **Document Completed: Yes  No**
- Part C – Returnable Schedule – Lot 1 Component A – Questionnaire NF **Document Completed: Yes  No**
- Part C – Returnable Schedule – Lot 1 Component A – Questionnaire **Document Completed: Yes  No**
- Part C – Returnable Schedule – Lot 1 Component A – Price **Document Completed: Yes  No**
- Part D – Terms of Contract ICTA – Lot 1 Component A
- Part D – Terms of Contract ICTA – Lot 1 Component A – Additional Conditions
- Part D – Terms of Contract ICTA – Lot 1 Component A – SLA Schedule
- Part D – Terms of Contract ICTA – Cloud Module
- Part D – Terms of Contract ICTA – Services Module



## Part C - Tender Response Schedules

### Lot 2 – Component B

Are you tendering for this Component? **Yes**  **No**

The documents below are only applicable if you are tendering to provide services for Lot 2 – Component B. Please complete the checklist to confirm you have provided a response for each schedule. If you are tendering for other Lots/Components you will also need to follow the document checklist for those components

- Part C – Returnable Schedule – Lot 2 Component B **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component B C D – QuestionnaireNF **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component B – Questionnaire **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component B – Price **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Aboriginal Participation Plan **Document Completed: Yes**  **No**
- Part D – Terms of Contract ICTA – Lot 2 Component B

\*The requirement to complete Part C – Returnable Schedule – Lot 2 Component B C D – QuestionnaireNF was removed by NSW DoE under Addendum No.2.

### Lot 2 – Component C

Are you tendering for this Component? **Yes**  **No**

The documents below are only applicable if you are tendering to provide services for Lot 2 – Component C. Please complete the checklist to confirm you have provided a response for each schedule. If you are tendering for other Lots/Components you will also need to follow the document checklist for those components

- Part C – Returnable Schedule – Lot 2 Component C **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component B C D – QuestionnaireNF **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component C – Questionnaire **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component C – Price **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Aboriginal Participation Plan **Document Completed: Yes**  **No**
- Part D – Terms of Contract ICTA – Lot 2 Component C

\*The requirement to complete Part C – Returnable Schedule – Lot 2 Component B C D – QuestionnaireNF was removed by NSW DoE under Addendum No.2.

### Lot 2 – Component D

Are you tendering for this Component? **Yes**  **No**

The documents below are only applicable if you are tendering to provide services for Lot 2 – Component D. Please complete the checklist to confirm you have provided a response for each schedule. If you are tendering for other Lots/Components you will also need to follow the document checklist for those components

- Part C – Returnable Schedule – Lot 2 Component D **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component B C D – QuestionnaireNF **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component D – Questionnaire **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Lot 2 Component D – Price **Document Completed: Yes**  **No**
- Part C – Returnable Schedule – Aboriginal Participation Plan **Document Completed: Yes**  **No**
- Part D – Terms of Contract ICTA – Lot 2 Component D
- Part D – Terms of Contract ICTA – Lot 2 Component D – Hardware and Other ICT Deliverables Module
- Part D – Terms of Contract ICTA – Lot 2 Component D – SLA Schedule

## 4 Tenderer's Declaration

By submitting this Tender, the tenderer affirms that this is its Tender for the provision of the requirement as described in the RFT, at the prices set out in the Tender and in accordance with the Conditions of Tendering except as otherwise expressly stated in the Tender.

### DECLARATION

To be completed by an authorised representative of the Tenderer.



## Part C - Tender Response Schedules

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Name	[REDACTED]
Position	Chief Executive Officer and Managing Director
Date	4 <sup>th</sup> May 2023



NSW Department of Education  
Request for Tender  
Part C - Tender Response  
Schedules

Test Centre Management Services Panel - Selective  
High School and Opportunity Class Computer-Based  
Placement Tests

**Lot 1 – Component A: Test Design and Scoring &  
Test Delivery**

**DOE03514/22**



## Part C - Tender Response Schedules



### 2 Response to Evaluation Criteria

#### 2.1 COMPETENCY AND CAPABILITY

2.1.1. Please respond to the questionnaire in the Attachment: "Part C - Lot 1 – Component A Questionnaire", sheet: "Competency and Capability"



## Part C - Tender Response Schedules

**Janison Solutions** (Janison), in Partnership with **Cambridge University Press & Assessment** (Cambridge) is committed to delivering a Centralised Admissions Process and Assessment Platform that meets the technical and quality requirements of NSW Department of Education (NSW DoE) - enabling the delivery of excellence in the assessment of high-ability students.

We feel confident that we can deliver a successful project and meet NSW DoE's requirements in Test design & development, computer-based delivery and support. Please find below a detailed response to how we will meet the requirements for "Part C - Lot 1 – Component A Questionnaire"

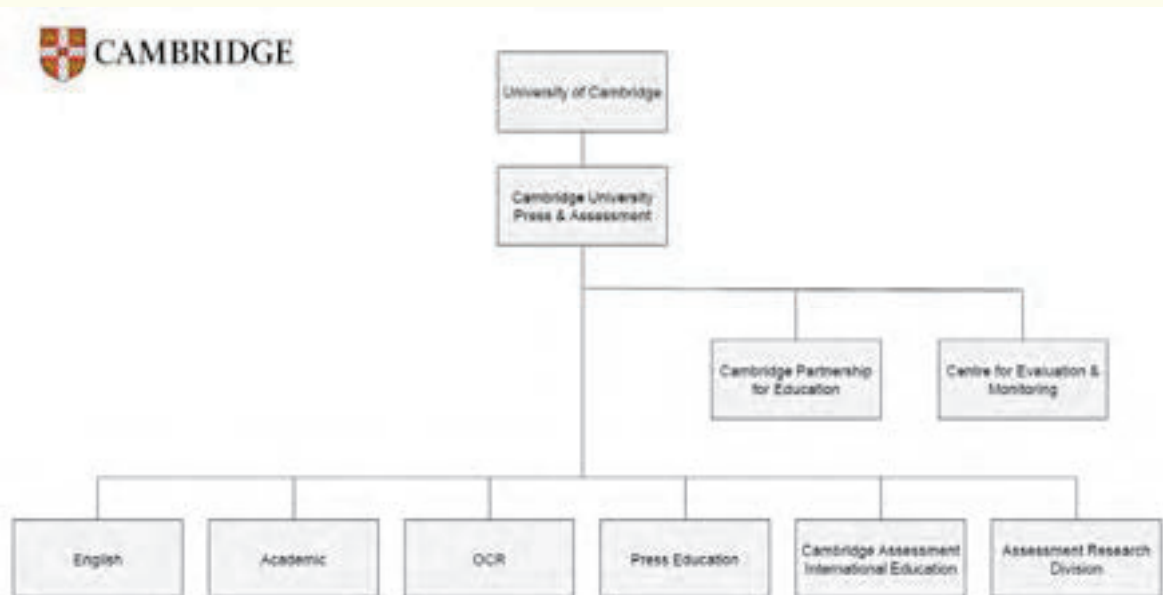
### Examination Design & Development

Cambridge University Press & Assessment (Cambridge) is a world-leading educational publisher and assessment organisation. We publish and create world-class content and examinations backed by first-class teaching and research departments of the University of Cambridge.

Cambridge has been developing and delivering SHS and OC tests in partnership with Janison since 2020/21. The examination design and development work outlined in this proposal will be delivered by the [Cambridge Partnership for Education](#), a business unit of Cambridge University Press & Assessment.

The Cambridge Partnership for Education shares the University's mission "to contribute to society through the pursuit of education, learning and research at the highest international levels of excellence". We work with governments, ministries of education and international development organisations to improve the quality of education systems, so everyone has the skills they need to achieve their goals and find their place in a modern, inclusive society.

Below is our organisational chart:



Our experience in exam design and development dates back to 1858 when 370 school candidates in seven English cities sat exams set by the University of Cambridge. Today this has risen to more than 8 million candidates a year in 170 countries. Our exam boards offer assessments in the following key areas:

- [Redacted]
- [Redacted]
- [Redacted]

## Part C - Tender Response Schedules

Our extensive experience of assessment includes a range of tests and tailored assessments to support selection and recruitment for educational institutions, professional organisations and governments around the world, such as our partnership with the Nazarbayev University in Kazakhstan, where since 2019 we have delivered around 3,000 admissions tests annually.

As well as bespoke admissions tests, we deliver a variety of university admissions tests such as:

- STEP (Sixth Term Examination Paper) used by the University of Cambridge, the University of Warwick and Imperial College London – 3,000 tests are taken annually.
- TMUA (Test of Mathematics for University Admission) used by the Universities of Oxford, Cambridge and Warwick to name a few – 6,000 tests are sat annually.
- BMAT (Biomedical Admissions Test) used by universities around the world to support the selection of applicants for medical, dental, biomedical and veterinary degree programmes – 18,000 tests are delivered annually.

### Delivery

Janison delivers 6.5m+ assessments per annum across 117 countries and sets the global benchmark for large-volume, medium and high-stakes assessments.

We are experienced at utilising our digital platform to deliver large scale projects on time and budget, using high-quality enterprise assessment solutions, employing fully integrated delivery and services components.

Equity of access and test experience is particularly pertinent in the delivery of the Selective High Schools and Opportunity Class Placement tests. Janison Replay delivers a seamless, equitable test experience, regardless of device or internet connectivity quality. This enables remote and regional students with equitable access to opportunities to benefit from the offering. In addition to providing test content, Replay:

- Ensures the test is resilient to internet disconnections. Replay even makes it possible to deliver a test with no internet connection. The experience is the same as if it were online.
- Prevents cheating by locking down a candidate's device so that they can only access the test and no other programs or system tools like taking screenshots or copy and pasting from external applications.
- Allows a candidate to also take their test offline. Responses are securely stored on the learner's machine. The invigilator can either upload test responses when an internet connection is restored or download the files onto a local drive and upload them on another device.

With 10 years of experience and development in the digital assessment market and over 30 years of experience providing exam management services, we see our combined end to end services as providing valuable efficiencies to NSW DoE.

Many of the world's leading organisations, including the departments of education and governments, trust Janison to deliver an outstanding learner experience - regardless of location, connectivity, or complexity. Some examples of high stakes examination projects that we currently manage are:



2.1.2. Please respond to the questionnaire in the Attachment: "Part C - Lot 1 – Component A Questionnaire NF", sheet: "Competency and Capability"





## Part C - Tender Response Schedules

We feel confident that we can deliver a successful project and meet NSW DoE's Non-Functional requirements.

Please find below a detailed response to how we will meet the requirements for "Part C - Lot 1 – Component A Questionnaire NF".

### User Experience

**Janison Replay** is Janison's award-winning test delivery application, which takes digital exams beyond online and delivers a seamless, equitable test experience, regardless of internet connectivity quality.

In addition to delivering test content, Janison Replay is specifically designed to:

- Ensure that the test is resilient towards internet disconnections. Janison Replay even makes it possible to deliver a test with no internet connection. The experience is the same as if it were online.
- Prevent cheating by locking down a candidate's device so that they can only access the test and no other programs (application version only), or system tools like taking screenshots or copy and pasting from external applications.
- Ensure that candidates have a seamless examination experience and are not disturbed by intermittent internet access.

A candidate can also take their test offline. Their responses are securely stored on their machine and the invigilator can either upload them when an internet connection is restored or download them onto a local drive and upload on another device.

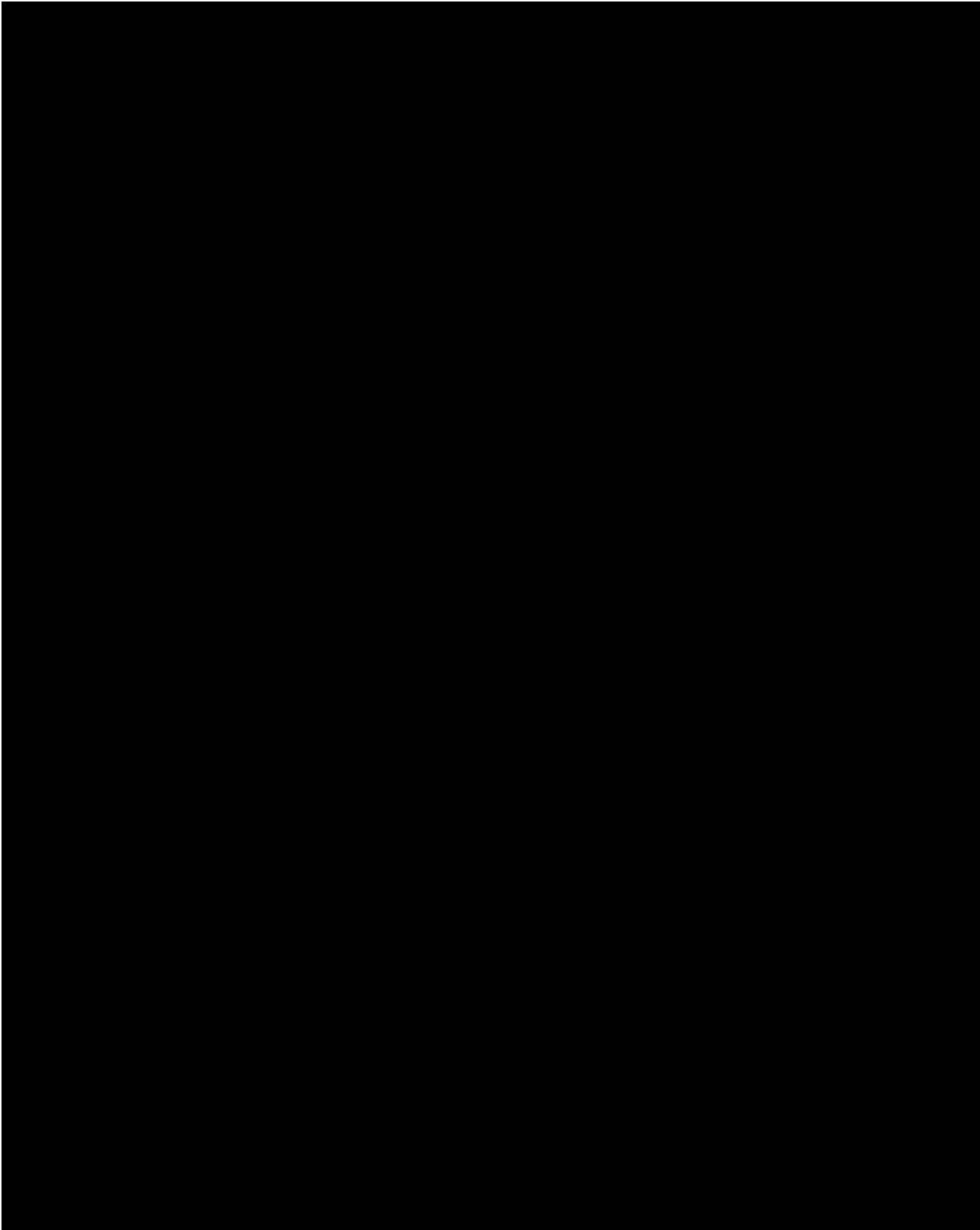
The application version of Janison Replay can be installed on managed devices or the candidates' own devices. Candidates using Janison Replay have a simple interface and almost all processes are automatic. If an invigilator wants more direct control, they can log in on any candidate device with a pre-prepared PIN. This gives them access to additional functions, such as the ability to pre-download test content in advance, and the ability to upload or delete any responses which are stored on the device.

**Offline Delivery** - Janison's test player is a Progressive Web Application (PWA) capable of delivering tests to students even when their internet connection is unavailable. It works in multiple modes so that the most suitable mode can be used for the situation.

- **Online Only** (standard browser or Replay locked down the browser) – In this mode, the student must always be online. An internet disconnection results in a disruption to the student.
- **Live Preparation** (standard browser or Replay locked down browser) – When a student logs in to start a test, the test is downloaded to their machine. An internet disconnection does not interrupt the student. They can continue completing the test. If the connection is restored before they finish the test, their answers are uploaded back to the server in the background. If the internet connection is still unavailable at the end of the test, they can submit their test, and a school administrator can upload their responses when the internet connection is restored.
- **Advance Preparation** (standard browser or Replay locked down browser) – If it's known that the internet will be (or likely will be) unavailable during the day, the browser can be prepared in advance for multiple students. These students can log in to complete tests with no internet connection. All of the student's responses can be uploaded at the end of the day when the device is connected to the internet.
- **Fully Offline** (Replay locked down browser only) – If a machine permanently has no connection to the internet, the tests can be prepared on another connected machine, and transferred via USB (or other media) to the offline machine. Students can complete their tests, and then their responses can be transferred to a USB drive to be uploaded on a connected machine.



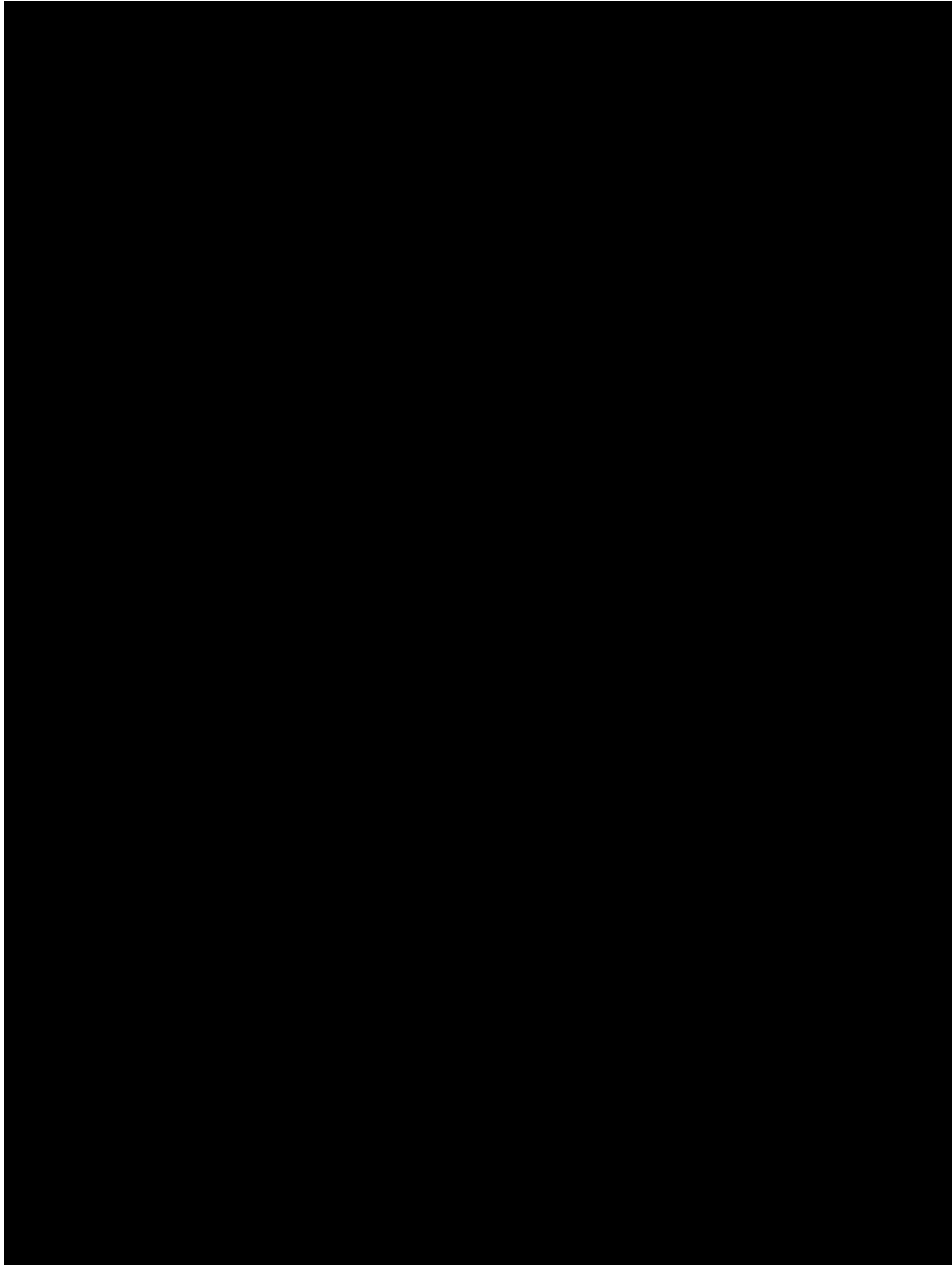
## Part C - Tender Response Schedules





## Part C - Tender Response Schedules

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## Part C - Tender Response Schedules

In 2019 we signed an agreement with the OECD to become the exclusive provider of the PISA-based test for schools, involving a roll out to thousands of schools across Russia, Brazil and the UAE. We have also supported a number of language-testing organisations at scale, including the British Council, IDP and Cambridge Assessment, delivering millions of tests across more than eighty countries.

### Architecture and Infrastructure

[REDACTED]

### Connectivity and hosting

[REDACTED]

Our Disaster Recovery plan covers the components which we manage for hosted applications. The principal objective of our disaster recovery plan is to develop, test and document a well-structured and easily understood plan which will help recover an Assessment instance as quickly and effectively as possible from an unforeseen disaster or emergency which interrupts normal operational readiness of the platform.

Additional objectives include the following:

- the need to ensure that all employees fully understand their duties in implementing such a plan;
- the need to ensure that operational policies are adhered to within all planned activities;
- the need to ensure that proposed contingency arrangements are sufficiently costed and accepted by the client;
- the need to consider implications on other operations.

### Performance and availability

Janison Insight is available 24/7 leveraging Microsoft Azure datacentres and a number of SaaS and PaaS resources ensuring 99.95% SLA for most resources. Using Microsoft PaaS and SaaS offerings, we remove the need for backend infrastructure maintenance which can affect uptime.

Code deployments are scheduled with the client to ensure little to no impact on end-users. Continuous improvements to both the code and infrastructure are made to ensure any issues are fixed, and that we are conforming to latest technology standards. To support peak load times, we implement Azure environment scaling processes based on customer requirements.

### Access and Security

Janison treats data security and privacy with the utmost importance and keeps these elements front of mind in all areas from development to hosting. Within Janison we incorporate security into all processes and policies, adopting security best practices from standards such as ISM and ISO 27001. Examples include regular penetration testing, MFA, principal of least privilege, scoping fields within the application to certain data types, encryption of both data at rest and data in transit, malware scanning, change approval processes, elevated permissions approval processes, background security screening of staff, security training of staff, industry-standard to secure staff work stations using Microsoft Intune and group policy, restricting access to sites via firewall (limiting to set sources/destinations on set ports and traffic types (TCP, UDP)), use of jump boxes for administrative purposes, anonymising and sanitising data, securing backups, keeping backups for a set period of time and security screenings checks on third-party vendors.



## Part C - Tender Response Schedules

### Technical support (including 1st, 2nd and 3rd tier support)

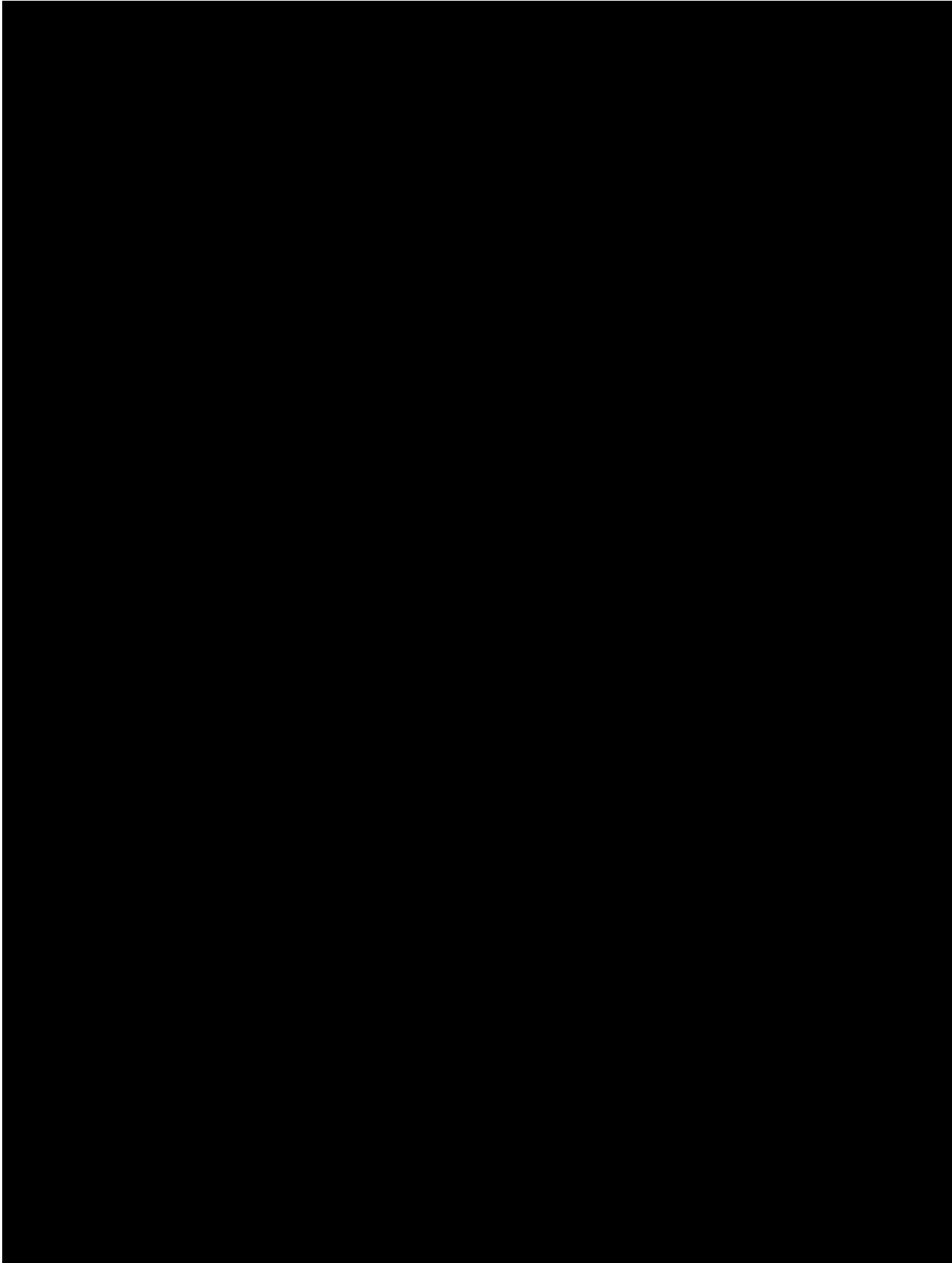
Our dedicated and experienced team of Support Specialists are committed to providing you with unparalleled technical solutions. Our helpdesk support for your Janison Product is available 24/7 through the Help Desk portal, email and our support hotline. Our standard Technical support model is to provide level 2 and 3 support.

2.1.3. Please provide an overview of the methods, approach, processes, tools and solutions the Supplier proposes to utilise to deliver the Scope of Works outlined in the Test Design and Scoring requirements and specifications



## Part C - Tender Response Schedules

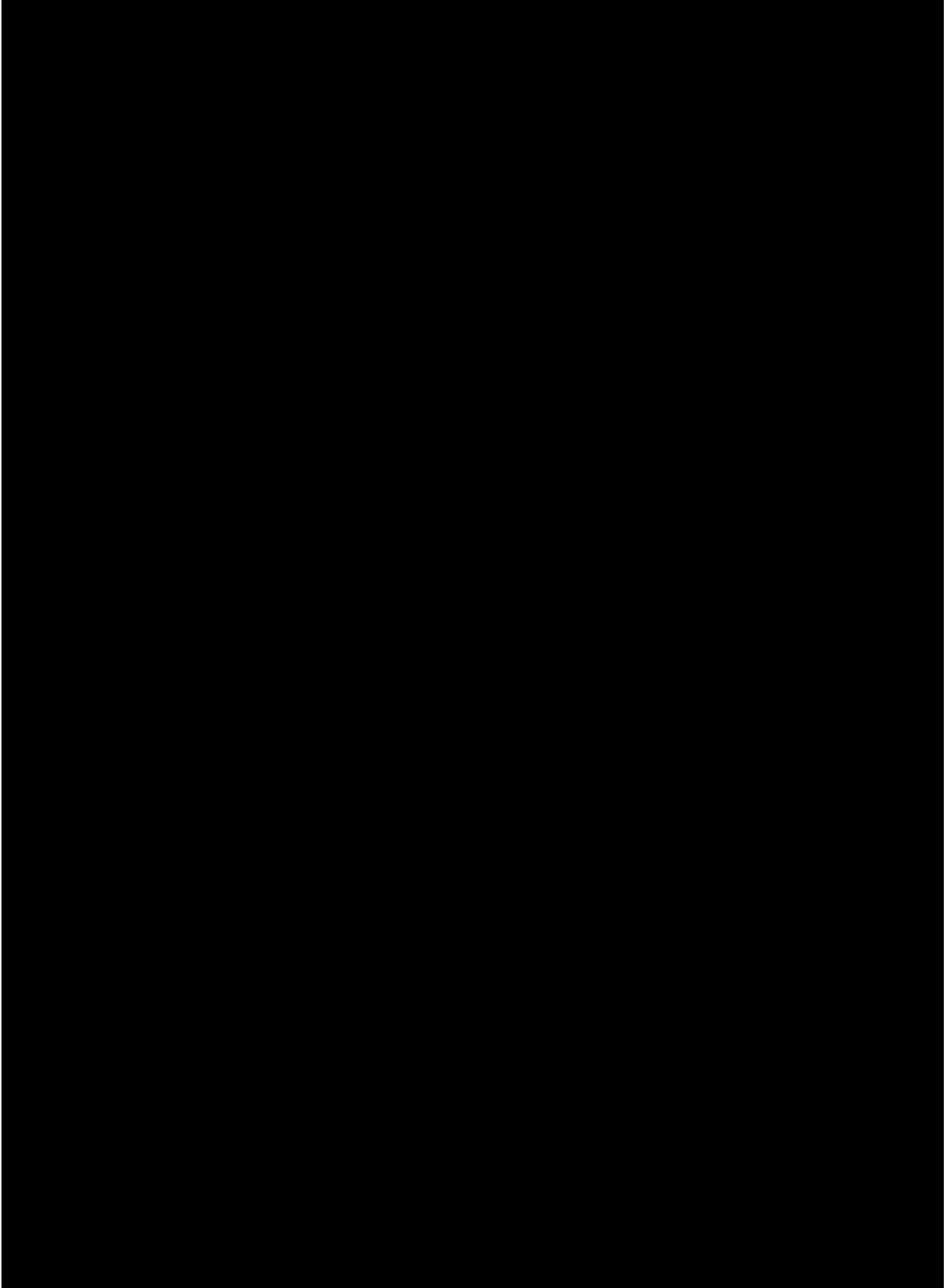
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## Part C - Tender Response Schedules

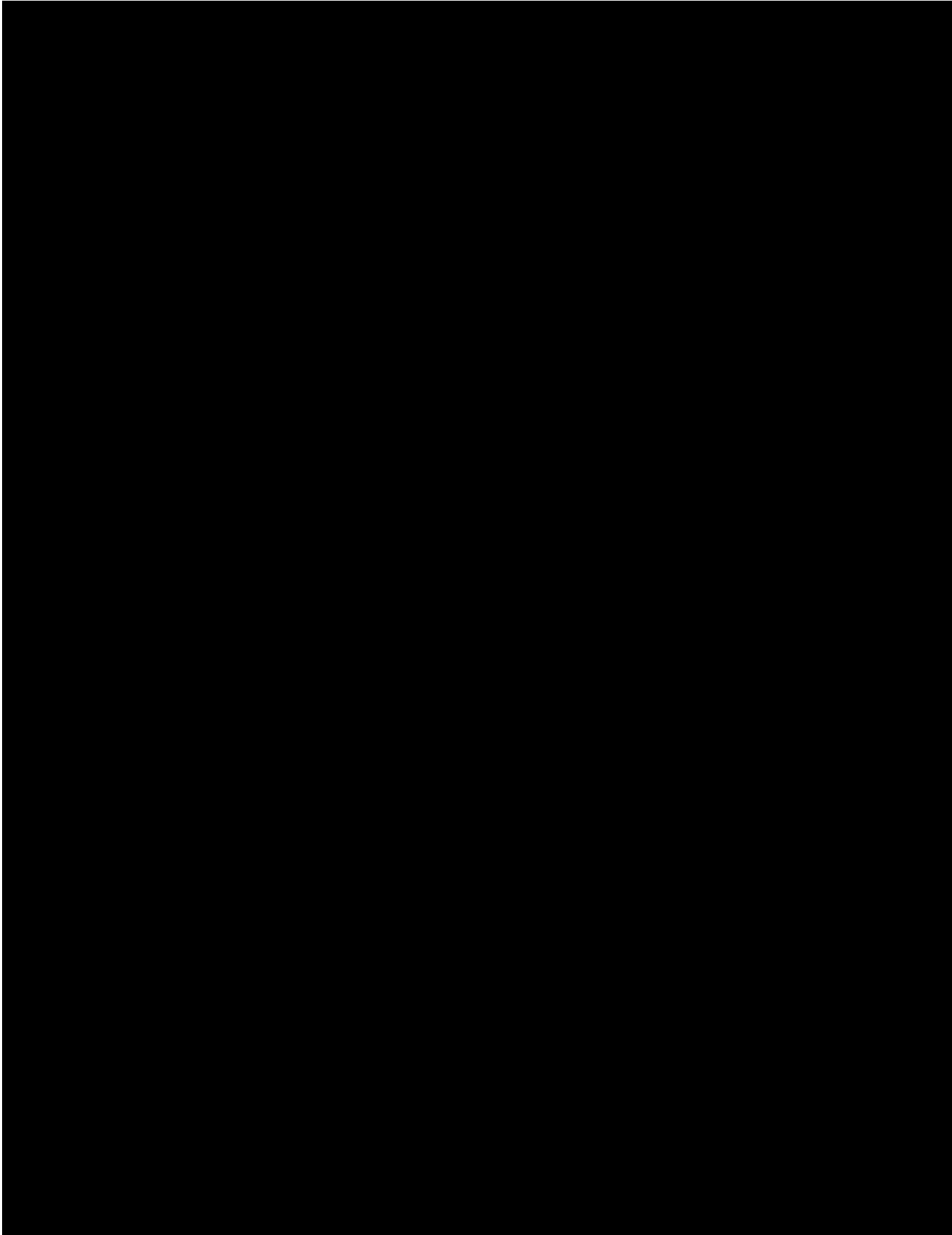
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## Part C - Tender Response Schedules

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## Part C - Tender Response Schedules

### Assessment Design & Editing Capability

Janison Insights has a fully-featured test authoring system that allows for a wide variety of test types to be created.

### Invigilation

Janison Insights provides a Test Administration console that allows teachers or other staff to monitor and manage students who are sitting assessments.

Test Administrators can manage all the students who are in a session. They can see the status of the student's attempt and are able to intervene and pause, add time, or submit the test on the student's behalf.

### Test Administration

Janison supports multiple options for how students can sit the test. They can sit the test using a modern web browser. Browser delivery is resilient to temporary internet connection issues and students are able to continue if their internet connection drops out.

Also available is a locked down browser that prevents students from accessing other websites, or tools on their devices.

### Marking

Janison provides a full marking system to automatically mark most question types, and to manually mark essay type answers. The manual marking team allows for different levels of quality control and checks and is optimised to provide the information that markers need, enabling fast and accurate marking of results.

### User Interface

The experience of students taking the test is of utmost importance and Insights has been designed with that in mind. The user interface is compliant with WCAG 2.0 AA to be suitable to as many students as possible. If further accommodations are needed, NAPLAN approved disability adjustments can be used to customise the experience further.

### Item Banking

Janison comes with a fully functional Item Bank, which is integrated into the test authoring, and reporting. If integration with an external system is desired, items can be imported using QTI v2.1

### Dashboard / Reporting

Janison has been working with our clients to create world class reports aimed to help schools understand their results to improve their teaching and target individual learning. These reports range from professionally designed PDF reports to interactive reports that can be used offline or online.

### Test Player

Janison Replay is Janison's award-winning test delivery application, which takes digital exams beyond online and delivers a seamless, equitable test experience, no matter the device or internet connectivity quality.

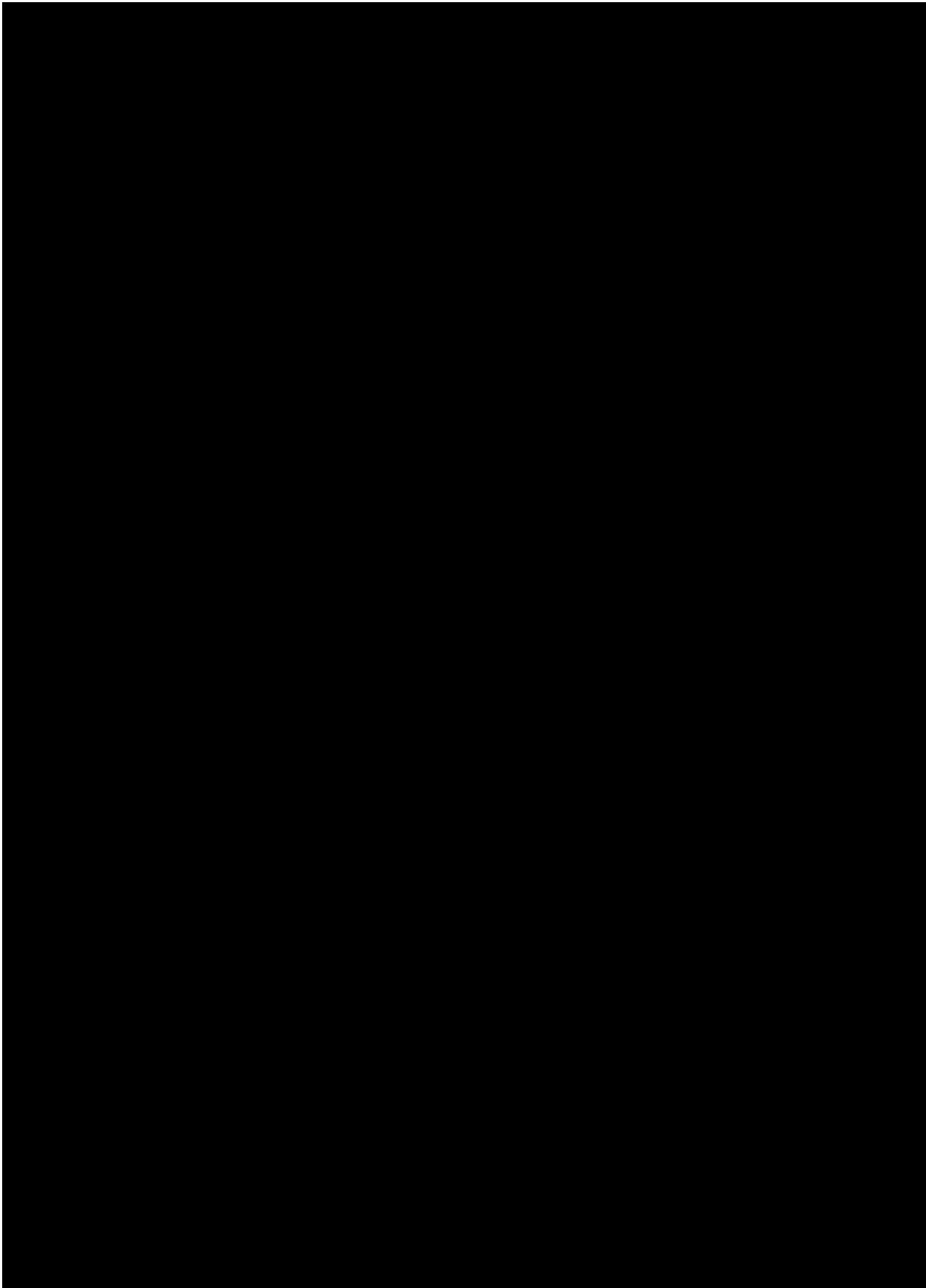
In addition to delivering test content, Janison Replay is specifically designed to:

- Ensure that the test is resilient towards internet disconnections. Janison Replay even makes it possible to deliver a test with no internet connection. The experience is the same as if it were online.
- Prevent cheating by locking down a candidate's device so that they can only access the test and no other programs, or system tools like taking screenshots or copy and pasting from external applications.
- Ensure that candidates have a seamless examination experience and are not disturbed by intermittent internet access.



## Part C - Tender Response Schedules

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## Part C - Tender Response Schedules

The project team will adhere to the agreed management methodology in the execution of the engagement. We anticipate that the engagement management deliverables will include:

- Project Implementation and Payment Plan (PIPP)
- Bi-weekly engagement status reports provided to the client's nominated key contact;
- Meetings:
  - Management committee meetings (during implementation) – bi-weekly
- Checkpoint sessions with the nominated client contacts to be confirmed during project initiation stage;
- Handover to production and support;
- Project closure report implementation phase
- Post implementation meetings:
  - Operational meetings (during support and maintenance phase) - monthly post implementation
  - Strategic meetings - annually – post-implementation

### 2.2 CREDENTIALS AND EXPERIENCE

2.2.1. Please provide details on your organisational qualifications and credentials relevant to the scope of work

Janison has been working in the online assessment space since 2010 and now delivers 6.5m+ assessments per annum across 117 countries to more than 20 organisations and sets the global benchmark for large-volume, medium and high-stakes assessments.

Many of the world's leading organisations, including the departments of education and governments at a State (NSW) and Federal level, trust Janison to deliver an outstanding learner experience - regardless of location, connectivity, or complexity .

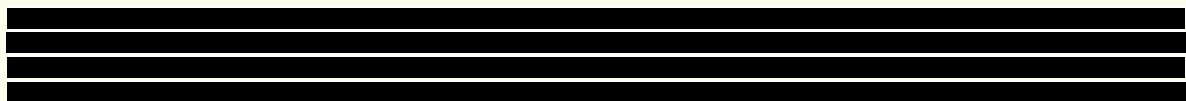
Janison has several quality certifications. We hold ISO 9001 certification which demonstrates that we have established effective quality management processes that focus on meeting customer needs and improving the overall quality of our products and services.

In addition, Janison also holds ISO 27001 certification for information security management which demonstrates that we have implemented robust information security controls to protect our customers data.

These certifications provide assurance to our customers that we are committed to delivering high quality products and services that meet industry standards and best practices.

Cambridge University Press & Assessment is a world leader in assessment, education, research and academic publishing. We are part of the University of Cambridge and share its mission 'to contribute to society through the pursuit of education, learning and research at the highest international levels of excellence'. This connection gives us an unrivalled depth of experience in research, academic publishing, national education systems, international education and English language learning.

Cambridge University Press & Assessment's systems and processes for designing, developing and delivering examinations and assessment services are certified as meeting the internationally recognised [ISO 9001:2015](#) standard for quality management. This ensures the assessments we provide are fit for purpose.



2.2.2. Please provide case studies (maximum 3) and an overview of your relevant experience and past performance in delivering a similar scope of services for a similar organisation. For each example, please detail the background and contact, services offered, its relevance to the Scope of Works outcomes achieved and benefits delivered.



## Part C - Tender Response Schedules

### NAPLAN

#### Services Offered – NAPLAN Tests Online

**Background** - In 2015, Janison was selected to build the national NAPLAN Online assessment platform for ACARA, an independent statutory authority that works to improve the learning of all young Australians through world-class school curriculum, assessment and reporting.

**The Challenge** - The platform needed to be robust enough to handle enormous volumes of students concurrently, without slowdowns or interruption. In peak testing periods, where thousands of students are being tested at the same time, transaction rates and data stored by the platform during such periods is similar in nature to the loads that are processed by applications such as Facebook. The platform also needed to be impenetrable by overseas hack attempts and other bad actors.

**The Solution** - Janison designed NAPLAN Online to provide improved assessment, more precise results and faster turnaround. With results delivered at speeds incomparable to pen-and-paper methods, teachers can address learning gaps sooner. Developed using Microsoft Azure, we designed the platform with performance, security and resilience top of mind. The platform was stress-tested to handle up to 400,000 concurrent users. We also designed NAPLAN Online to allow adaptive testing. This provides students with questions that better test their individual ability to ensure more precise assessment, meaning teachers are provided with much more detailed insights. In addition, the question authoring possibilities that exist within a digital medium allowed for a richer, more engaging test experience for students compared with static pen-and-paper tests.

**The Result** - In a world-first, in May 2018 we successfully delivered the exam online to 200,000 students simultaneously in 1,400 schools nationwide – a major assessment event that provided worldwide recognition for our organisation. The delivery of NAPLAN in 2018 was publicly hailed a resounding success by Federal Education Minister Simon Birmingham, who noted that 99.9% of students were able to complete the exam without technical problems.

Key statistics and milestones:

- In 2021 3 Million+ Individual tests were completed and submitted over three weeks.
- In 2022 we delivered 4.3 Million tests to 1,315,397 students and 29,382 teachers across 9,514 schools with a maximum of 315,000 students tested concurrently.

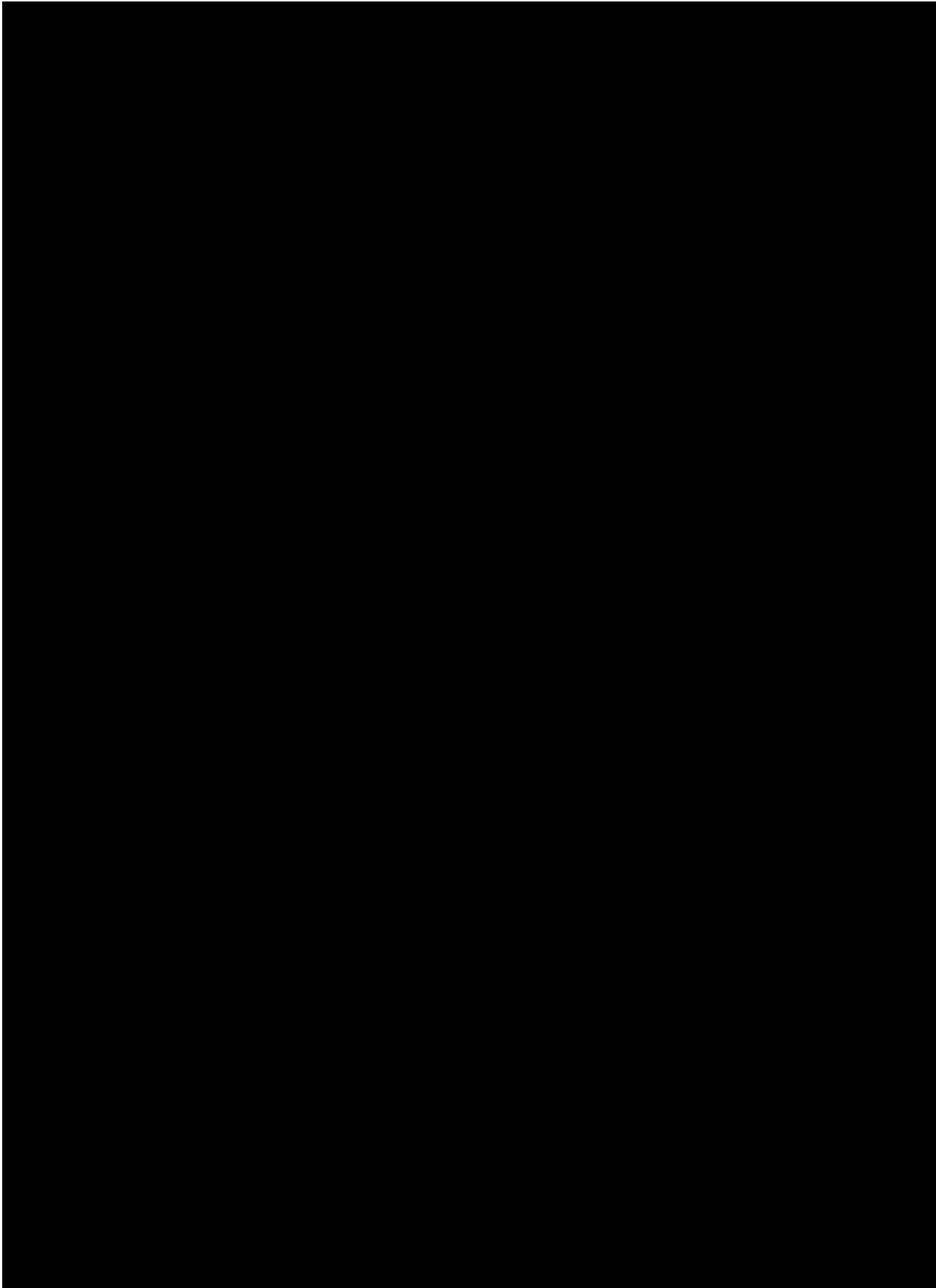
**Relevance this scope of work** – This program demonstrates our ability to deliver large-scale, high-profile assessments where there is no room for errors. Specifically, this should give you confidence that we will deliver an equitable examination experience to all students with NAPLAN approved accessibility features, manage the student load requirements, and ensure that security is paramount to everything we do.

2.2.3. Please provide details of the skills and experience of key personnel who are to form your proposed team and how they will deliver the Scope of Work. Please attach individual CVs with the following details - qualifications, experience and expertise relevant to Scope of Works.



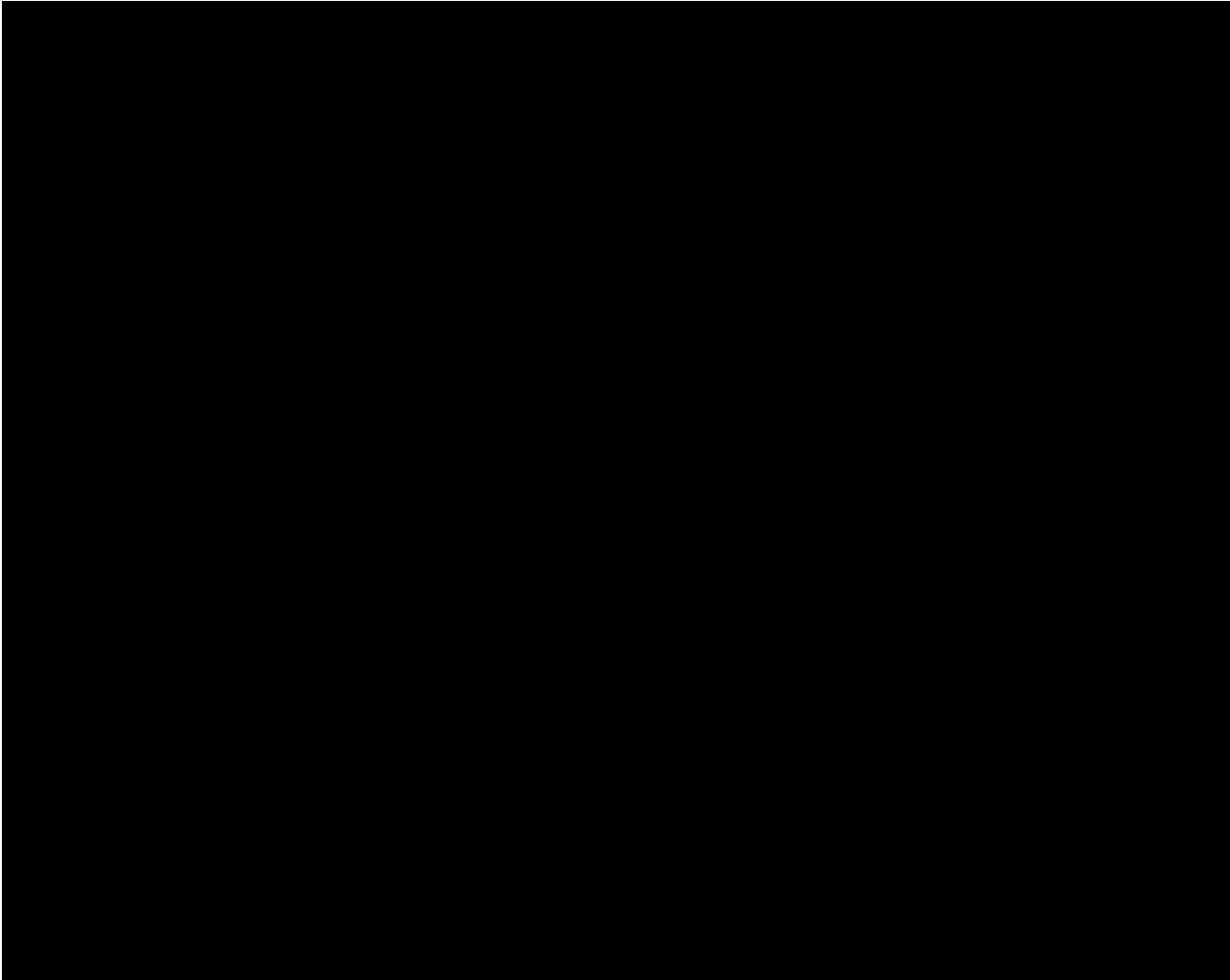
## Part C - Tender Response Schedules

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## Part C - Tender Response Schedules



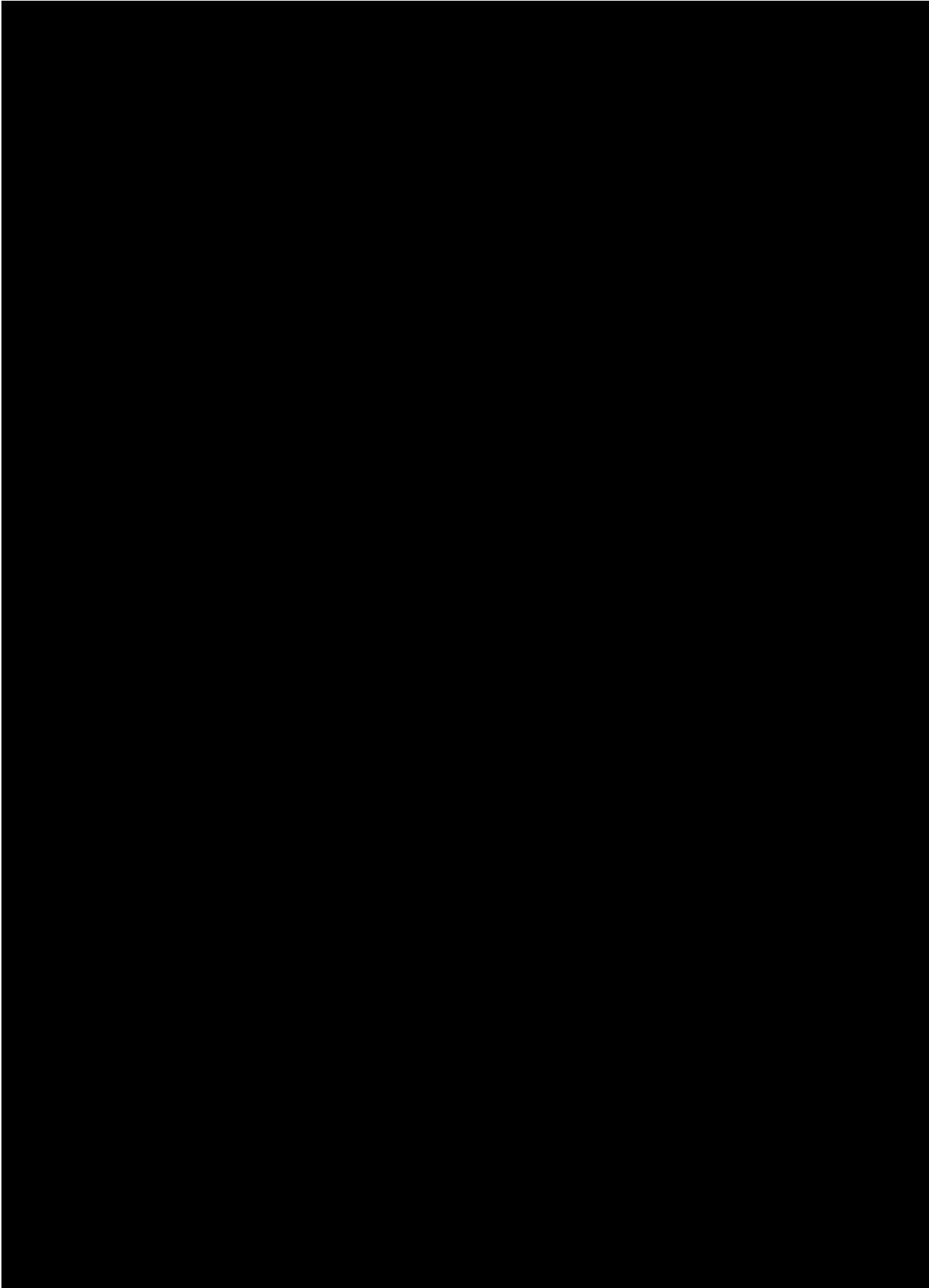
### 2.3 SERVICE DELIVERY AND QUALITY

2.3.1. Please provide a detailed transition and project plan including the Suppliers approach and work methodology. This plan should indicate how the Supplier intends to approach the transition in and the main project tasks within the for delivering the Scope of Work and specified timelines. The level of involvement and effort of key personnel should be detailed against each aspect of the transition plan, project plans and methodology. Your plan should also include information such as stages, milestones, dependencies and timelines and resourcing including staff you intend to assign to manage any of these tasks.



## Part C - Tender Response Schedules

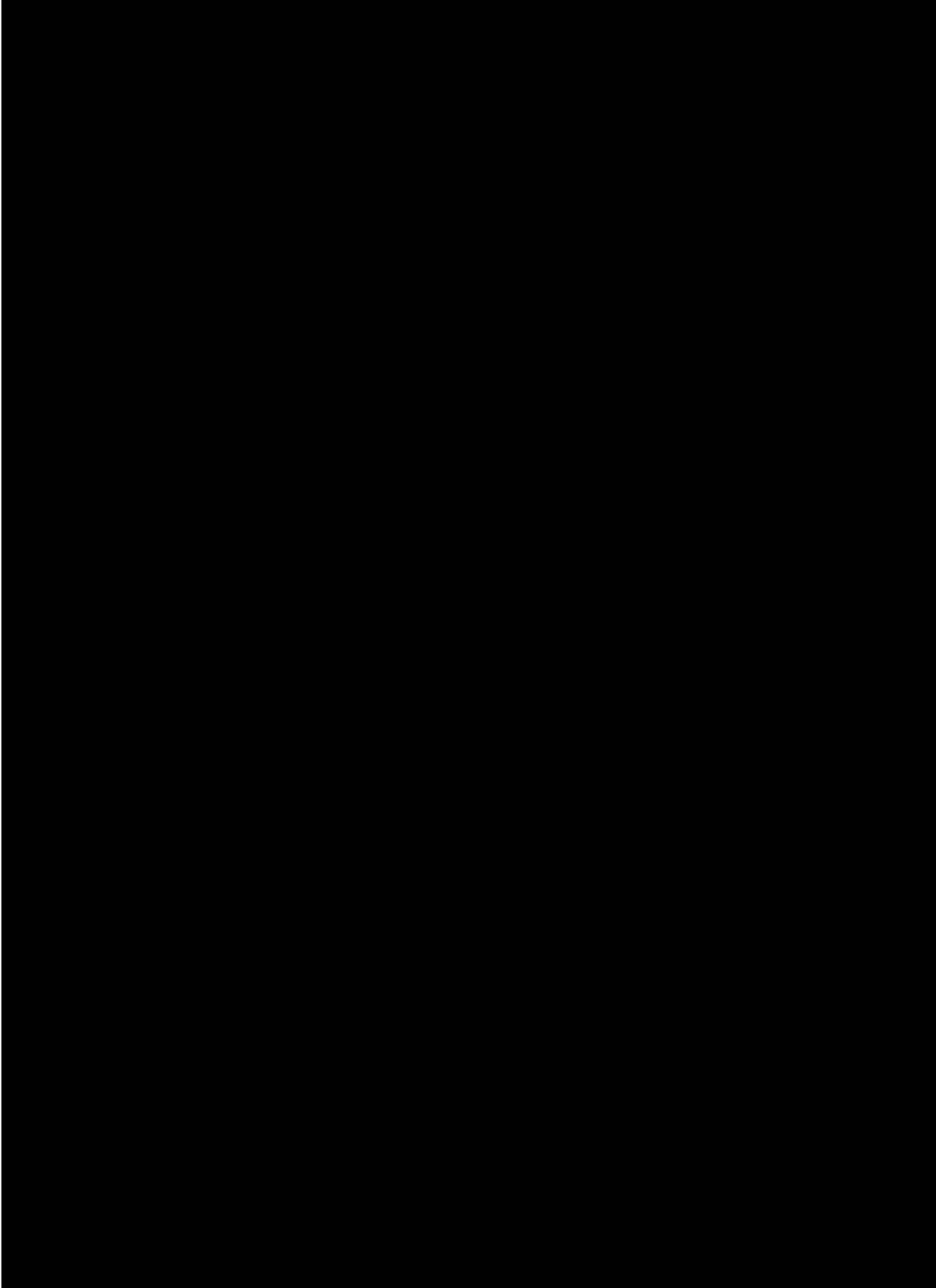
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## Part C - Tender Response Schedules

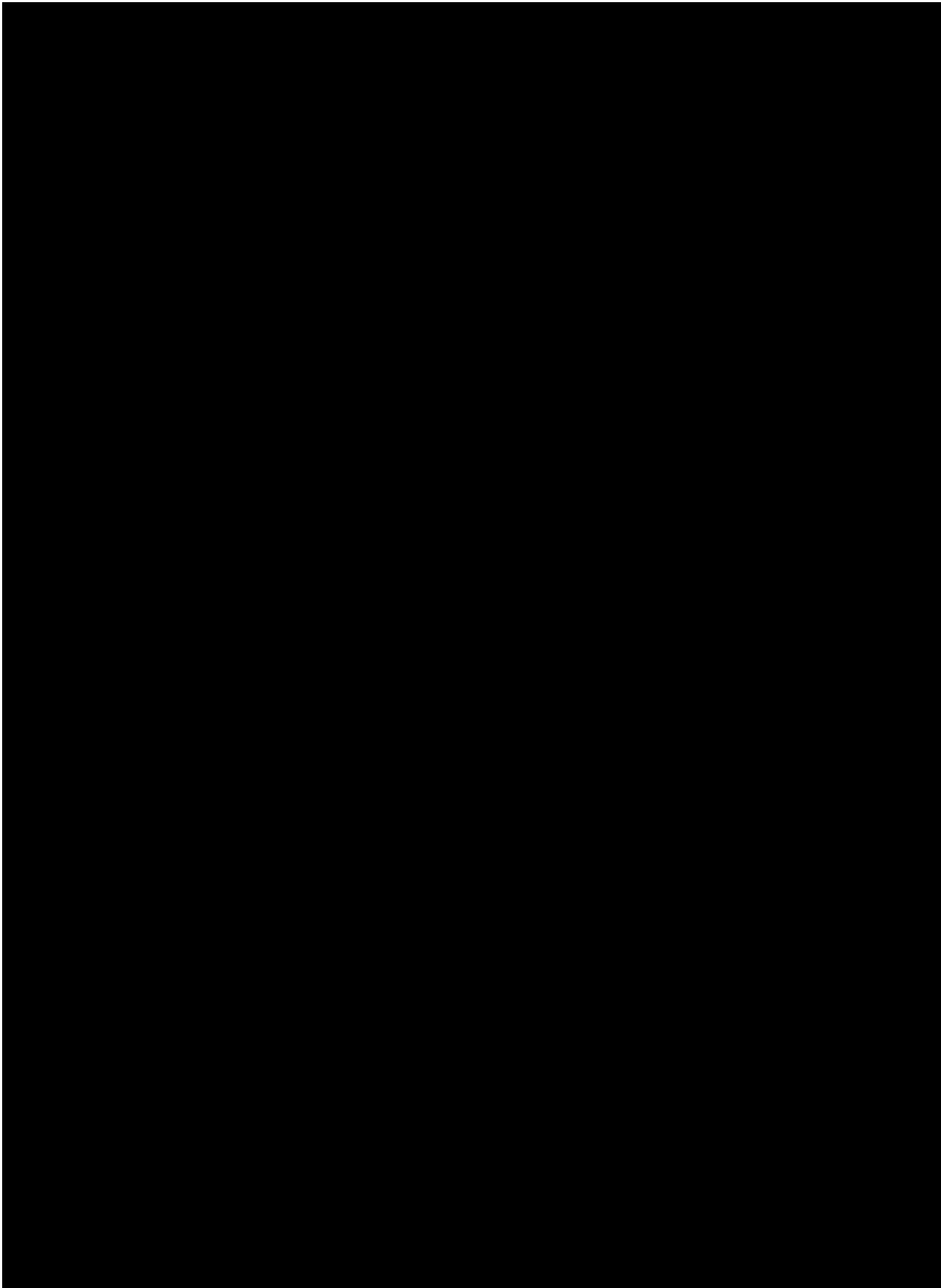
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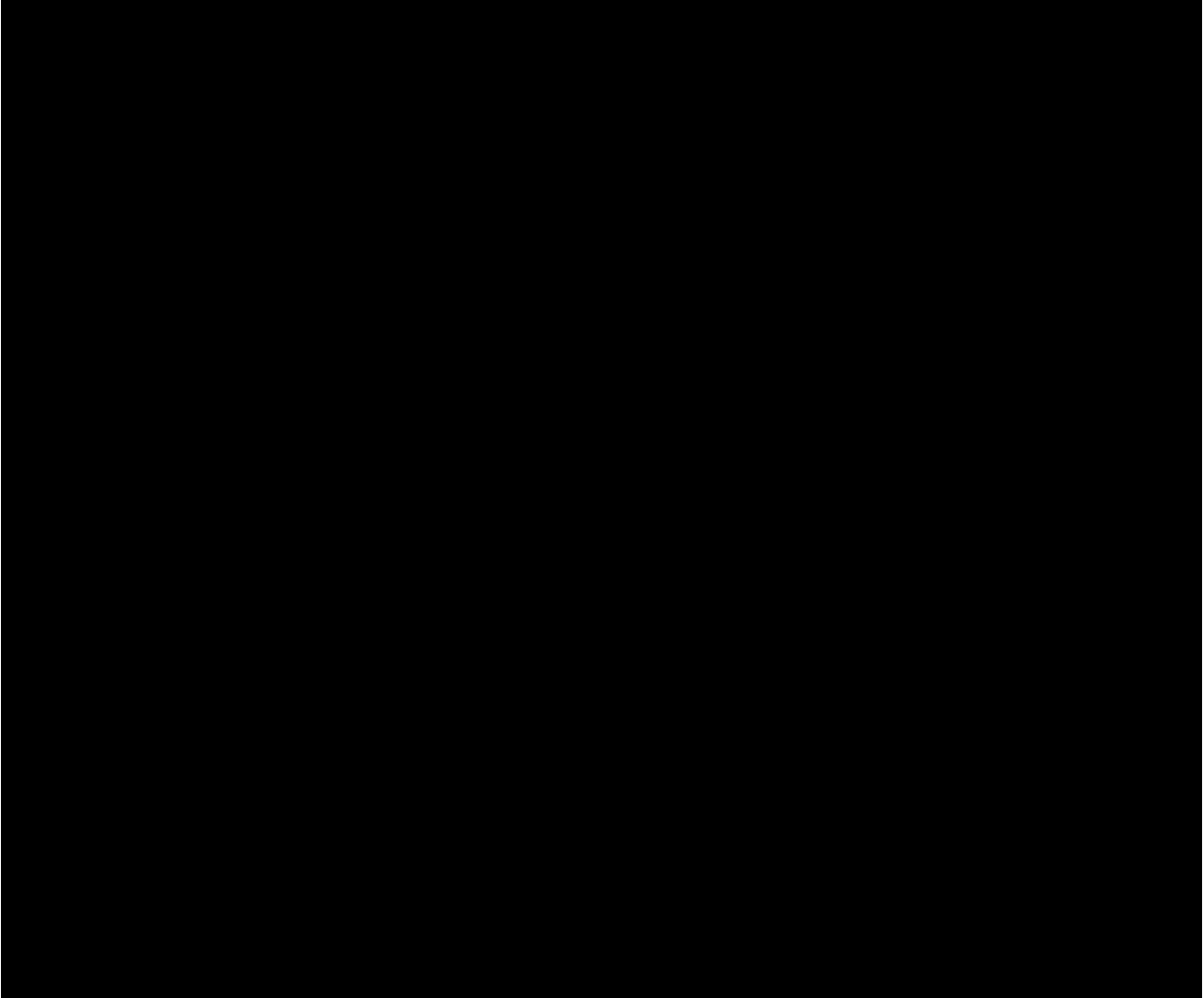
## Part C - Tender Response Schedules





## Part C - Tender Response Schedules

2.3.2. Provide details of activities that Supplier could perform that would add value to the Department. These could include knowledge transfer, training, and capability development.



2.3.3. Demonstrate your approach to establishing and maintaining effective relationships with key stakeholders to deliver your services. Please highlight how you work collaboratively, communicate and how responsive you are to customer needs in the delivery of shared objectives.



## Part C - Tender Response Schedules

Janison has an industry-leading flexible resourcing approach for project delivery that allows us to address the individual phases of the project and enables us to respond quickly with the right set of skills and experience at the right time, and to facilitate the scaling up of resources.

One of the key aspects is to establish project structure and associated roles and responsibilities of the project team and the client's resources. This is particularly important in projects where there is a diverse mix of business personnel and areas that will be addressed as part of the project.

Janison and Cambridge have significant experience of working globally with departments of education including having worked closely with the NSW Department of Education on the current SHS and OC contract. We therefore understand the governance and dependencies that the Department has to work to and how we can best support and prepare for any challenges that may arise.

Our recommendation is to create a joint project board with senior representatives from Janison, Cambridge and the Department to meet quarterly to ensure the project continues to meet the agreed objectives and milestones.

Janison's approach to project communication is detailed in the table below; the Head of Projects and Project Manager understand that good communication is essential for the successful delivery of any project.

Throughout the project the following is undertaken:

	When	Description	Who	How
Project documentation	Prior to the commencement of the project	<ul style="list-style-type: none"> <li>– A detailed project plan is compiled, which incorporates the risk management and quality assurance plans.</li> </ul>	<ul style="list-style-type: none"> <li>– Project Manager</li> <li>– Head of Projects</li> </ul>	<ul style="list-style-type: none"> <li>– Shared via FTP site</li> </ul>
Project timeline and resource allocation	Prior to the commencement of a project	<ul style="list-style-type: none"> <li>– A detailed timeline is compiled listing all project tasks.</li> <li>– Each project task is allocated a start date, finish date, staff resources, dependencies and a task owner.</li> <li>– Potential risks and busy periods are identified at an early stage and the allocation of resources is adjusted accordingly.</li> </ul>	<ul style="list-style-type: none"> <li>– Project Manager</li> <li>– Key project personnel</li> </ul>	<ul style="list-style-type: none"> <li>– Business Operations team</li> <li>– Timelines included in Project Plan</li> </ul>
Timeline monitoring	Throughout the duration of the project	<ul style="list-style-type: none"> <li>– Task owners are responsible for reporting on the status of their tasks via Business Operations team on a weekly basis.</li> <li>– Relevant project personnel to meet weekly to review reported variances, to identify solutions for tasks potentially delayed or at risk and to plan ahead for upcoming work.</li> </ul>	<ul style="list-style-type: none"> <li>– Relevant project personnel</li> <li>– Project Manager</li> <li>– Head of Projects</li> </ul>	<ul style="list-style-type: none"> <li>– Business Operations team</li> <li>– Weekly meetings and as required</li> </ul>
Record keeping	Throughout the duration of the project	<ul style="list-style-type: none"> <li>– Maintain detailed records of key issues that arise within the project.</li> </ul>	<ul style="list-style-type: none"> <li>– Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>– Change Log</li> <li>– Weekly reports</li> <li>– Project Plan</li> <li>– Issues Log</li> </ul>



## Part C - Tender Response Schedules

Regular project meetings/ discussions	Throughout the duration of the project	<ul style="list-style-type: none"> <li>- Regular project meetings will be held both internally and with the client as required.</li> <li>- Meetings will focus on,               <ul style="list-style-type: none"> <li>o planning for project tasks in the next phase.</li> <li>o ensuring that all staff understand the requirements and work processes for upcoming work.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>- Head of Projects</li> <li>- Client</li> <li>- Project team</li> </ul>	<ul style="list-style-type: none"> <li>- Teleconference</li> <li>- Videoconference</li> <li>- Meeting Minutes</li> </ul>
Project review	Throughout the duration of the project	<ul style="list-style-type: none"> <li>- As part of Janison's continuous improvement process, all projects are reviewed at the end of each project phase and also at the end of each project cycle.</li> </ul>	<ul style="list-style-type: none"> <li>- Project Manager</li> <li>- Project team</li> <li>- Head of Projects</li> </ul>	
Project debrief	Close of project	<ul style="list-style-type: none"> <li>- At the conclusion of a project, a debrief is undertaken by key team members to document what worked well, what did not work as well and suggestions for improvement in the future.</li> <li>- A close-out report documenting the outcomes noted above for client records.</li> <li>- Close-out meeting with client to discuss overall project.</li> </ul>	<ul style="list-style-type: none"> <li>- Project team</li> <li>- Client</li> </ul>	<ul style="list-style-type: none"> <li>- Debrief Report</li> <li>- Close-out report</li> <li>- Teleconference or Videoconference</li> </ul>

2.3.4. Governance: provide a governance framework detailing the governance processes and meeting schedules in accordance with clause 4.3 of the contract and contains the details specified in the Order Form (Item 30).



## Part C - Tender Response Schedules

### Project Governance

#### a. Meeting

Weekly project meetings will be held. These meetings will be scheduled by the Contractor's project manager and agreed by the Customer. If requested by the Customer, the Contractor will provide an agenda to the Customer before each meeting. The Contractor will capture the discussions, issues and any action items of each party in minutes of meeting, which will be shared with the Customer within 3 business days after the meeting or another period as agreed, for confirmation by the Customer.

Steering committee meetings or Senior Management Meetings will be held monthly or quarterly, unless otherwise agreed, and are to be attended by each Party's project manager(s) and other personnel of each Party as agreed. Project documents, including a project plan, project schedule, minutes of meetings, and risk register, will be maintained by the Contractor.

#### b. Reporting

The Contractor will provide weekly project status reports which will be distributed at the weekly project meetings. Each report must set out the progress of project milestones and Deliverables, including the Contractor schedule.

#### c. Project Roles and Responsibilities

##### (i) Contractor Specified Personnel

Role	Key responsibilities
Head of Projects	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the combined Contractor and Customer project team.</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Ensure that all Deliverables are being completed within agreed timeframes.</li> <li>Effectively manage the scope of Deliverables as per the specifications.</li> <li>Management of any changes to scope of the Contractor's work (as agreed between the Parties) as part of the agreed change process.</li> <li>Ensure quality and continuity for the engagement to be maintained.</li> <li>Management and updating of the Project Schedule.</li> <li>Provide regular communication and feedback to the Customer regarding progress, risks or mitigations.</li> <li>Provide recommendations for improvement and execute if agreed by the Customer.</li> <li>Contractor's project team management.</li> <li>To obtain agreement/acceptance from the Contractor of all Deliverables.</li> </ul>
Product Manager	<ul style="list-style-type: none"> <li>Overall technical design authority for project.</li> <li>Develop and maintain the overall technical architecture and vision and specifications documents in accordance with the technical specification and in consultation with the Customer.</li> <li>Ensure the Solution is delivered as per the specifications.</li> <li>Ensure that the performance of the Solution meets the Service Levels.</li> <li>Ensure that all new configurations can deliver the expected business benefits and according to the specifications.</li> </ul>
Testing Lead	<ul style="list-style-type: none"> <li>Deliver project test plans.</li> <li>Perform Defects management and rectification in accordance with the Customer's Defects management requirements.</li> <li>Manage execution of Contractor's testing phases.</li> </ul>
Trainer	<ul style="list-style-type: none"> <li>Facilitate instructor led workshops. They may co-facilitate with subject matter experts and deliver structured learning workshops.</li> <li>Facilitate train the trainer sessions in consultation with the Customer.</li> <li>Measure learning in classrooms and ensure all learning objectives are achieved.</li> </ul>
Customer Success	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the combined Contractor and Customer project team.</li> <li>Point of communication for Customer senior management team.</li> </ul>



## Part C - Tender Response Schedules

**2.4 SUPPLY CHAIN RISK & BUSINESS CONTINUITY – The extent to which the Respondent has business continuity plans relevant to deliver the Scope of Work, maximum 4 pages.**

**2.4.1 Business Continuity – COVID 19**

In light of the current COVID 19 crisis, the Department is seeking an understanding of the plans and measures that Respondents have in place to ensure:

- The safety of their employees, contractors, customers and the community
- Business continuity, continuity of supply and mitigation of supply chain risks
- Mitigation of risks associated with currency fluctuation and other factors influencing price

Please outline your plans and measures to ensure the above. Responses should not be contained to COVID 19 or similar scenarios, but also include natural disasters and force majeure events.



## Part C - Tender Response Schedules

Janison is committed to providing enterprise-wide Business Continuity solutions in order to mitigate disruption and provide the timely and effective recovery of business processes and supporting technology. The Business Continuity Program is responsible for the governance and oversight of Janison's Business Continuity and Disaster Recovery functions. The goals of these functions are to ensure continuity of service to our clients without disruption and to mitigate loss to Janison.

The Business Continuity Program is accountable to the Chief Executive Officer (CEO), and reports to the office of the CEO through the Chief Technology Officer (CTO). The CEO chairs the Risk Committee which convenes on a regular basis to discuss top resiliency risks, issues, accomplishments, compliance metrics and impacting incidents that occur globally.

The Business Continuity Program prepares Janison for the loss of personnel, facilities and technology by following pre-defined management approved policies, and standards. The Business Continuity Program partners with the Technology Incident Management and Crisis Management to respond to disruptive events and to help restore both technology and business process capabilities within predetermined timeframes. The recovery strategies focus on detailed plans and operating procedures for those processes required for the financial and operational health of Janison and its clients.

### **Business Continuity Partnership with Incident and Crisis Management**

The Business Continuity Program is comprised of the Business Continuity and the Disaster Recovery teams. The Disaster Recovery team is an essential part of the Business Continuity Program that focuses on technology and data centre recovery solutions, specifically the recovery plans for applications and infrastructure in order to continue operations after a disruptive event. These Disaster Recovery Plans form the foundation for how Janison technology is recovered, and the team validates the effectiveness of these procedures through annual testing.

Technology that supports business processes is identified through the Business Impact Analysis process, and once identified, are classified with a Recovery Time Objective (RTO) and a Recovery Point Objective (RPO) that is aligned with the Maximum Tolerable Period of Disruption (MTPoD) of the business process it supports.

### **Governance**

#### **Policy and Standards**

The Business Continuity Program maintains the corporate policy and standard on Disaster Recovery, which drives how the Disaster Recovery is facilitated. This aligns with regulatory expectations in countries where Janison does business and client's requirements. The Business Continuity Program is responsible for maintaining the policy and standard and reviewing them as needed with Disaster Recovery program stakeholders for agreement.

#### **Operating Model**

The Disaster Recovery Manager sets agenda, provides toolsets, facilitates testing, trains technology personnel performing required activities, and provides reporting on the health of the program. The Janison technology organisation executes many of these program deliverables. All applications and infrastructure groups must have an assigned Disaster Recovery Coordinator. The Disaster Recovery Lead oversees the delivery of required work and is accountable for ensuring technology teams have sufficient recovery strategies and solutions in place that are being regularly validated through testing per policy, standards, and procedures.

#### **Training**

The Disaster Recovery Lead is responsible for providing materials that will be used by Technology for training their respective Disaster Recovery Coordinators.

#### **Audit, Regulatory, and Client Engagement**

Regulatory, Internal Audit, and Client requests for Disaster Recovery documentation shall be addressed in a timely manner and provided to the requesting entity for review. A request for documentation regarding the governance and oversight of Disaster Recovery is considered an audit or review of the Business Continuity Program. An announcement of the intention to audit or review the program should be received from the requesting entity prior to a request for specific evidence. Any findings or observations resulting from the audit or review shall be owned by Business Continuity, if appropriate, and remediated by the program as determined by the Business Continuity Manager.

Regulatory, Internal Audit, and Client requests for Disaster Recovery documentation pertaining to Janison technology teams or processes shall be provided to the requesting entity by the Business Continuity Program. The content of the Disaster Recovery Plan is owned by the technology team. Approval to share this information with any entity must be granted by the Disaster Recovery Lead.

#### **Vendor Risk Management**

The respective business units are responsible for the vendor engagement and assessment process. Should responses provided by vendors to them require clarification or further elaboration in order to ascertain the quality of the vendor's business continuity program, a request will be escalated to the Business Continuity program. Business Continuity personnel will perform



## Part C - Tender Response Schedules

a review of the identified vendor to assess the maturity of their Business Continuity and Disaster Recovery program and make recommendations for improvement if required.

Vendor co-testing will be facilitated by the Disaster Recovery Manager to validate the effectiveness of vendor's recovery strategies and solutions. Testing may be performed as either physical or tabletop exercises and spans different vendor types and regions as determined by Disaster Recovery Manager. Additionally, an activation of a vendor's recovery strategy may satisfy co-testing requirements at the discretion of Disaster Recovery Manager. A sample of vendors are chosen annually for participation.

### Reporting

To track the effectiveness and progress of the Business Continuity Program, and to ensure transparency on significant issues with the potential to adversely affect Janison, status reports are distributed on a regular basis. Business Continuity metrics demonstrating line of business compliance to Business Continuity and Disaster Recovery requirements, as well as incidents and audit/client review status are provided on a monthly basis to the Risk Committee.

### Risk Identification and Remediation

#### Quality Assurance

All Disaster Recovery Plan documentation must be written to sufficiently provide step-by-step procedures for how technology (applications or infrastructure) is to be recovered in the event of a disruption. Prior to testing, Disaster Recovery Coordinators, along with the Application/System Owner, must review Disaster Recovery Plan documentation with the appropriate subject matter experts to ensure such documentation is current and accurate, and the appropriate owning team representative has approved the documentation within the specified time-frame. The Disaster Recovery Lead is responsible for ensuring Disaster Recovery Plan maintenance and testing are completed according to the specified time-frames.

#### Issue Management

The Issue Register is designed to maintain oversight on Business Continuity generated 'issues' identified and to ensure their effective and timely remediation. The register is utilised to provide oversight and to track open issues remediation.

Business Continuity generated issues are identified through internal and external Disaster Recovery or Business Continuity exercises, audits, client reviews, Disaster Recovery Plan reviews and refreshes, as well as real world events. These activities may identify non-compliance with policies as well as specific recovery vulnerabilities, such as the inability of an application to meet its determined Recovery Time Objective, or incomplete recovery strategies.

Once generated, remediation time-frames and due dates will be determined for opened issues. Key milestones are to be used to ensure issues remain on schedule to meet these determined due dates. If milestones are not met, an escalation process is implemented to ensure the proper amount of attention and level of transparency is placed on the open issue. The escalation process will engage the Risk Committee and determines the next steps.

#### Change Order Tollgates

Technology will ensure changes made to production are applied to Disaster Recovery when applicable. Technology change owners must ensure when submitting change records, Disaster Recovery capabilities are not compromised, and no Disaster Recovery-related issues are introduced into the production environment. Technology change owners are both responsible and accountable for confirming this and the Disaster Recovery Lead is responsible for process oversight.

#### New Technologies Tollgates

Disaster Recovery requirements exist for new technology introduced into any Janison production environment. Disaster Recovery Coordinators are responsible and the Disaster Recovery Lead accountable for reviewing all new projects through technology governance forums to ensure no Disaster Recovery-related issues are introduced into Janison environments and business requirements for Disaster Recovery are sufficiently in place prior to production implementation.

### Planning and Testing

#### Disaster Recovery Documentation

The Business Continuity team facilitates the Business Impact Analysis for the business units, which is the first step in defining business processes and their recovery prioritisation. The Business Impact Analysis guides the developer through the process of quantifying the impact of a disruptive event on business operations. An outcome of the Business Impact Analysis is the identification of technology required by the business unit and the determination of a Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for that supporting technology.





## Part C - Tender Response Schedules

Applications with a Recovery Time Objective of zero operate in an Active/Active environment with automation in place to ensure an uninterrupted state of production readiness. Applications with an Active/Active environment must be clearly mentioned in the Disaster Recovery Plan with a high-level architectural schematic diagram of the environment and tested annually to validate that the application/system can maintain a sufficient level of traffic to sustain business needs in the event of a failure.

Applications with a RTO of 72 hours or less must have a Disaster Recovery Plan which is tested according to a set schedule (See section 6.2 *Disaster Recovery Testing*). Disaster Recovery Plans for application/system recovery are organised by owning teams, and contain specific information required for application recovery. The Disaster Recovery Lead and Coordinators are responsible for the development, maintenance and exercise of the Disaster Recovery Plan. Disaster Recovery plan documents must be maintained and refreshed.

Applications with a Recovery Time Objective greater than 72 hours do not require a Disaster Recovery Plan to be implemented but should consider documenting and maintaining an Application Restoration Procedure and validation of its effectiveness. (See section 6.2 *Disaster Recovery Testing*).

### Disaster Recovery Testing

The Business Continuity Program facilitates testing of Disaster Recovery Plans on an annual basis. These exercises are intended to:

- validate the recovery solution is sufficient to meet internal business or external client needs;
- validate the Disaster Recovery Plan is sufficiently documented;
- validate recovery time capability meets Recovery Time Objective; and
- confirm Janison is prepared for any unplanned disruption to its products/services.

Disaster Recovery tests are facilitated by the Disaster Recovery Manager, Disaster Recovery Lead and Coordinators, using the Business Continuity-defined tools and templates. Validation must be provided by either internal Janison personnel or external clients to ensure applications and/or infrastructure is working as required. Any deficiencies identified during testing will be documented and addressed as is appropriate to the situation. The Disaster Recovery team may require a retest of an application's recoverability, if required.

Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will:

- (a) forthwith notify the other; and
- (b) will inform the other of the period for which it is estimated that such failure or delay will continue.

The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

### COVID Safe Plan

We take your candidates safety very seriously and adhere to our COVID-safe plan and local regulations at all test centres.

**The following safety measures are in place to ensure the safety of our employees and customers:**

#### Wellbeing of staff and customers

##### ***Exclude staff, visitors and customers who are unwell***

Every person entering a venue engaged by Janison Exam Management (JEM) will be turned away at the door and not permitted to enter the venue if they are unwell or experiencing cold or flu symptoms, even if they have received a negative COVID-19 test. Staff or candidates who become unwell during an exam or work shift will be moved to a designated area, away from everyone else or asked to leave the venue. JEM will have a limited supply of masks for anyone who becomes unwell during the exam.

##### ***Provide staff with information and training on COVID-19, including when to get tested, physical distancing, wearing masks, and cleaning***

Staff will receive continuous updates of the current CovidSafe procedures. This communication is to be managed by a designated Exams Administration staff member. Communication will be provided to all staff via email, with communication tailored to the State in which the staff is based in.

##### **Display conditions of entry for any customers or visitors (website, social media, entry points)**

Conditions of entry will also be displayed at the door of the JEM venue for all students, staff and customers. Staff will receive an email regarding the entry procedures. Failure to follow any entry procedures and conditions will mean that the staff, student, customer or visitor is turned away. For external venues engaged by JEM, JEM will ensure they have their own conditions of entry that meets JEM's standards.

##### **Physical distancing**

There are a number of businesses where there are restrictions on patron numbers and the space required to have that number of people; check if there are any restrictions on your business by visiting the NSW Government website.



## Part C - Tender Response Schedules

If your business does not have any restrictions, consider what measures could be put in place to avoid crowding and support physical distancing, good hand hygiene, and mask wearing where practicable and appropriate to the setting. 4sqm will be provided for staff and students at all times. Social distancing markers are placed on the floor where appropriate. Exam tables are placed in a way that allows 1.5m between candidates, and tables are set up with 4sqm per desk. Physical distancing posters will be displayed. All staff will be provided with PPE from Janison Head Office. Use of PPE will be determined by local regulations in force on exam day. Each testing centre will have a small supply of PPE available for candidates should they request it.

***Where reasonably practical, ensure staff maintain 1.5 metres physical distancing at all times (including at meal breaks). If staff are not able to physically distance, or work in a role with significant public interaction, we strongly recommend they wear a face mask if practical.***

Stationary tables and chairs to be set up with 1.5m distancing. Communicate with staff members regarding the 1.5m requirement so that they are made aware of the government guidelines, regardless of which venue they are working at.

***Have strategies in place to manage gatherings that may occur immediately outside the premises, or in meeting or break rooms.***

Ensure hygiene and physical distancing measures are adhered to in current and new offices. Ensure that staff understand CovidSafe requirements and will adhere to these both inside JEM venues and in the outside premises. Signage to be placed where allowed to ensure that there will be no gathering or standing where there are a lot of people. For large exams, we will not allow parents to enter past the car park area, and students must go directly to their exam desk and not wait or gather.

### **Hygiene and cleaning**

***Provide hand sanitiser at multiple locations throughout the workplace.***

Each testing centre will have sanitation stations provided which will include alcohol based hand sanitisers and antibacterial wipes. Sanitisers to be available for both invigilation staff and students at each event.

***Provide detergent/disinfectant surface wipes to clean workstations and equipment such as monitor, phone, keyboard and mouse.***

Ensure all frequently touched areas and surfaces are cleaned several times a day. Hand sanitisers and wipes to be made available for staff, and staff to clean their own work stations after use. Staff to also limit the use of work stations that are not assigned to them so to limit the potential spread of any germs.

***Clean frequently used areas at least daily with detergent and disinfectant. Clean frequently touched areas and surfaces several times per day.***

Ensure all frequently touched areas and surfaces in JEM Sydney are cleaned daily by a professional cleaner. Clean regularly and limit the use of communal equipment e.g. Kettle, Toaster etc. For all other venues engaged by JEM, ensure that they have a well developed hygiene and cleaning plan that meets JEM's standards.

Exam tables in all venues will be cleaned and disinfected before and after each use.

### **Risk mitigation for factor influencing price**

All pricing is provided in Australian dollars ex GST

Janison is an Australian ASX listed company and as such we do not foresee changes in the pricing provided over the contract term.

**2.4.2** Please provide details of any competing demands for resources for other projects to which the Supplier is currently committed or the Supplier envisages being awarded to it, that may affect the Supplier's capacity to resource the delivery of the Scope of Works.

Janison and Cambridge confirm that a project of this size and complexity will require a dedicated team and as such all existing and future projects will be resourced separately to the team assigned to this scope of work.



## Part C - Tender Response Schedules

**2.4.3** Please provide details of risk management or contingency plans that will be implemented by the tenderer in delivery of the Scope of Works.

### Risk & Issue Management

#### Risks

The approach for managing risk in this Project will be for any member of the team to identify risks at the start of the project, as well as during the project. Each risk will be assessed and allocated a severity based on the probability of it occurring and the impact it will have on the project, should it eventuate. Mitigation strategies will be agreed with the Customer for each risk and monitored by the project team.

These risks will be recorded on a Risk register which will be managed by Janison in an Excel spreadsheet. It will be uploaded onto a shared location, and reviewed on a weekly basis by the Risk Management team comprising members of the Customer and Janison management teams. Ad hoc risk review meetings may be called by the project managers in the case of newly identified risks which are assessed as being very high or high.

The following workflow outlines the workflow for risks:



The Risk register is a living document and will continue to be reviewed and updated until the project closes.

#### Issues

When a risk eventuates and becomes an issue, or if an unforeseen issue is identified, it will be added to the Issues Register. The issues will be recorded by Janison in an Excel spreadsheet and uploaded onto a shared location.

The following workflow outlines the workflow for issues:





## Part C - Tender Response Schedules

**2.4.4** Please provide details of any existing, potential, or perceived conflicts of interest that may arise should your organisation be engaged to do the work.

Janison Solutions and Cambridge have no existing, potential, or perceived conflicts of interest in relation to this project.

### **2.5 SUSTAINABILITY – Supporting NSW Government’s economic, ethical, environmental and social priorities (excluding SME Participation)**

#### **2.5.1 Working with Government and alignment with NSW Government priorities**

Does the Respondent have experience working with Government and/or working in the education industry? Please demonstrate the Respondent’s experience with verifiable details. Also outline how your proposal aligns with and delivers to the NSW Government priorities.



## Part C - Tender Response Schedules

From our early years, we have worked closely with our customers to create a highly innovative and successful assessment and exam solutions that are shaped by our teams' continuous collaborations with our education customers in the government sector. Over the years we have acquired extensive knowledge of the government education sector, through working with government education departments around the world.

We have designed and implemented various internal processes over the years to ensure a successful outcome for our customers in the education sector. These improvements range from carefully choreographed high stakes exam infrastructure scaling to detailed pre-exam readiness preparation, Agile project management methodology and many others.

The following is a list of our experience working with our customers in the Government/Education industry.

### **NAPLAN**

In a world-first, in May 2018 we successfully delivered the exam online to 200,000 students simultaneously in 1,400 schools nationwide – a major assessment event that has received worldwide recognition for our organisation. Developed using Microsoft Azure, the NAPLAN Online platform was designed with performance, security and resilience top of mind. The delivery of NAPLAN in 2018 was publicly hailed a resounding success by Federal Education Minister Simon Birmingham, who noted that 99.9% of students were able to complete the exam without technical problems.

Key Statistics and milestones:

- In 2021 3 Million+ Individual tests were completed and submitted over three weeks.
- In 2022 4.3 Million tests were completed with a maximum of 315,000 students tested concurrently.

### **Check-In Literacy and numeracy assessments for Year 3-9 students in NSW**

When schooling was disrupted across Australia during the COVID-19 lockdowns in early 2020, there was concern that students' learning progress would be impacted. The NSW DoE engaged Janison to develop an online diagnostic tool that would quickly identify students' learning gaps in literacy and numeracy.

The Check-in assessment was implemented in an expeditious six-week timeframe and delivered to 1290 schools during a three-week window in Term 3. With test results provided within an unprecedented 24 hours, teachers had instant access to insights that allowed them to implement targeted literacy and numeracy support for students who needed extra help.

Growing rapidly since its inception, the Check-in assessment delivered 1.2 million tests to 2,122 New South Wales (NSW) schools in 2022, representing a 95 percent participation rate across all NSW schools. In 2022, Janison also implemented newly developed accessibility features to provide an equitable assessment experience for students with disability.

NSW Minister for Education and Early Learning Sarah Mitchell dubbed Check-in "a world-class diagnostic tool".

### **BestStart - Literacy and numeracy assessments for Year 7 students in NSW**

The NSW Department of Education (NSW DoE) selected Janison to build and deliver a new assessment under the Literacy and Numeracy Strategy 2017–2020, a four-year plan to ensure students have the essential literacy and numeracy skills they need for success in learning and in life. The Department was looking for a specialist digital assessment provider to help it achieve the key aim of the new exam: to quickly identify students at risk of falling behind and pinpoint what type of support they need. As well as offering government-grade reliability and security, the solution needed to be Software-as-a-Service (SaaS) that scales easily year to year and seamlessly integrates with all schools' existing systems.

### **VALID - Annual science testing for NSW**

In 2010, the NSW Department of Education (NSW DoE) approached us to help it shift its annual Year 6, 8 and 10 science testing from paper-based tests to the online assessment. As part of a wider commitment to improving science results, the Department also wanted to give students authentic, interactive test experiences.

**Category Definitions**

Category	Category	Definition
Required	Required	"Required" means it is a mandatory requirement and not complying will make the supplier ineligible
Highly Desirable	Highly Desirable	"Highly Desirable" means it is a preferred requirement and it will attract favourable scoring in the evaluation
Desirable	Desirable	"Desirable" means it is an optional requirement and it will also attract a favourable scoring in case of a tie or very similar responses from two or more vendors.

**Compliance Definitions**

Compliant	Tenderer fully complies with the requirement
Partially compliant	Tenderer complies with the requirement with some limitations (include the limitations in your response)
Non compliant	Tenderer does not meet the requirement



Lot 2 ( B ) Test Centre Management					
ID	Title	Description	Category	Compliance	How do you meet the requirement?
VSTMC. Venue Sourcing and Test Centre Management					
VSTMC - 1	Test Centre Network (TM1)	<p>Requirement Description</p> <p>The Department currently delivers the OC test to 13,000 and SHS test to 16,000 candidates in 180 locations across the state of New South Wales so that no candidate has to travel more than hour to take the test. Because of the diverse range of locations and students, solutions are required that can adjust for larger numbers of students (over 500 students), medium numbers of students (around 200 students) and smaller numbers of students (1 – 10) from one school, town, or locality.</p> <p>The Department seeks a network of test centres that is capable of delivering the Placement Tests across the full geographic area of New South Wales.</p> <p>The placement tests will be delivered on multiple days (possibly including weekends), ideally the venues need to available on all planned test days. The venues must also support the placement tests to be conducted as computer-based tests.</p> <p>Note: The distribution of application numbers by geographical location (post code) for the 2022 SHS and OC placement tests is contained in the attachments below. These are to be used as a guide only. For any calculations please state your assumptions.</p> <p>Please refer to the embeded Excel File in Attachment Part B specifications for a break of numbers by Post Code</p>	Required	Compliant	[REDACTED]
VSTMC - 2	Student allocations (TM2)	The Department currently delivers the OC test to 15,000 and SHS test to 17,000 candidates in 180 locations. The Department seeks a solution to match test applicants with test places.	Required	Compliant	[REDACTED]
VSTMC - 3	Test Centre Set Up	<p>Management, coordination and conducting all phases of test centre setup and pack down, communicating test centre set up requirements and ensuring readiness and test administration in accordance with Departmental requirements for conducting selective testing.</p> <p>Check and ensure each venue has suitable equipment e.g. suitable exam style desks, chairs, whiteboards, stationery, clocks and other related equipment to conduct Selective testing</p> <p>Coordinate the set-up of test centre and test furniture prior to each test, and the pack down upon completion of each test.</p>	Required	Compliant	Janison will manage all phases test centre set-up and pack-down inclusive of ensuring that each venue is set up with the appropriate equipment. We will communicate all requirements with the Department and ensure that readiness and test administration is in line with the Departments requirements.



# NSW Department of Education Request for Tender Part C - Tender Response Schedules

Test Centre Management Services Panel - Selective  
High School and Opportunity Class Computer-Based  
Placement Tests

**Lot 2: Test Centre Management & Test  
Administration – Component B: Venue Sourcing &  
Test Centre Management**

**DOE03514/22**





## Part C - Tender Response Schedules

## 2 Response to Evaluation Criteria

### 2.1. COMPETENCY AND CAPABILITY

2.1.1. Please respond to the questionnaire in the Attachment: "Part C - Lot 2 – Component B Questionnaire.xlsx", sheet: "Competency and Capability"



## Part C - Tender Response Schedules

Janison's exam management services team work with over 300 test centre venues across the globe. The majority of our exams are run in Australia and we support all major cities and regional centres. In NSW we have access to over 100 Test Centres to leverage for the OC and SHS Placement Tests.

### Services:

- The provision of hybrid methods of delivery include traditional face to face examinations, computer based (digital) examinations and/or remote proctoring.
- The arrangement and tailored set up of digital ready examination venues in all locations.
- The provision of devices and equipment to facilitate the delivery of digital examinations.
- The arrangement of examination venues suitable for the number of candidates required (in accordance with up to date government regulations and guidelines regarding Covid-19).
- The provision of examination furniture where required, including but not limited to examination desks, chairs, trestle tables, and partitions.
- The provision of technical equipment where required.
- Provision of a logistics team that will manage secure delivery and installation of devices, movement of examination material (USB's) and return of all items post examination.
- All venue bump in/out logistic requirements.
- Hygienic cleaning services between examination sessions to meet Covid safe requirements.

### Venues are selected based on:

- Capacity (all venues are mapped using CAD floor plans to ensure consistency is maintained across all sites).
- Security
- Quality of facilities
- Ability to set up required infrastructure
- Risk of noise intrusion (internal & external)

All test centres will be arranged into hubs which place students at a location within 100kms of their schools.

Each event is planned based on expected capacity with bandwidth and the number of devices. For large scale events, venue questionnaires are completed for each new venue which allow delivery management staff to plan effectively.

### Candidate Special Provisions:

- Provision of specialty venues and or equipment
- Provision of specially trained invigilation – reader, scribe, trained medic
- One on one test environments
- Invigilators working with special provisions candidates have all completed the Australian Government's disability awareness training

2.1.2. Please respond to the questionnaire in the Attachment: "Part C - Lot 2 – Component B C D Questionnaire NF.xlsx", sheet: "Competency and Capability"



## Part C - Tender Response Schedules

Not applicable, this requirement was removed by the Department.

2.1.3. Provide a timeframe schedule for undertaking this project and include the lead time required from commencement date of contract, your earliest date of commencement and number of working days required to complete the project.

2.1.4. Please describe your approach in how your organisation sources test centre venues and manages the set up and coordination of test centres in preparation for examinations?

In NSW we have access to over 100 Test Centres to leverage for the OC and SHS Tests.

**Venues are selected based on:**

- Capacity (all venues are mapped using CAD floor plans to ensure consistency is maintained across all sites).
- Security
- Quality of facilities
- Ability to set up required infrastructure
- Risk of noise intrusion (internal & external)

All test centres will be arranged into hubs which place students at a location within 100kms of their schools. Each event is planned based on expected capacity with bandwidth and the number of devices. For large scale events, venue questionnaires are completed for each new venue which allow delivery management staff to plan effectively.

## 2.2. CREDENTIALS AND EXPERIENCE

2.2.1. Demonstrate your track-record of delivering similar services by detailing at least three similar projects. Include the objective, scope, approach, program management methodology used, duration and outcomes achieved for each project.



## Part C - Tender Response Schedules

### ICAS

**Background** - For 40 years, ICAS Assessments has recognised and rewarded academic excellence through the ICAS competitions for schools. These competitions are based on frameworks for the relevant year and are designed to assess student's ability to apply classroom learning to new contexts using higher-order thinking and problem-solving skills. All students are awarded a certificate and the highest performing students are awarded ICAS medals. ICAS competitions are offered online only, with online reports, plus printed certificates supplied to school's post competition dates to hand out to students.

**Solution** – In 2022 ICAS were facing the daunting task of delivering 300,000+ assessment in a period of significant uncertainty and with teacher workload at an all-time high. Using a combination of Agile and Waterfall delivery, Janison managed digital assessment delivery, coordinated invigilators, sourced and managed venues, provided ICAS reading scripts, administered invigilator training, provided exam day supervision, and set-up/pack-down for 2,489 patriating schools.

**Outcome** – The ICAS competition was successful delivered to over 300,000 students over a 3-week period covering the following subjects:

- English
- Mathematics
- Science
- Digital Technologies
- Writing
- Spelling Bee

A total of 601 medal were awarded across Australia and New Zealand for outstanding performance in ICAS 2022.

### CFA Institute

**Background** - The CFA global professional accreditation is held by over 167,000 finance professionals across the world. The charter gives a strong understanding of advanced investment analysis and real-world portfolio management skills. CFA's major examinations for prospective charter holders are run twice yearly, with over 250,000 people registering to sit the exam in over 340 test centres worldwide.

**Solution** - Using an Agile approach, Janison Exam Management provided all pre-event logistics, invigilation training, venue liaison and contract management, furniture supply, workforce management and invigilation rostering, and large-scale exam day event operations to ensure a smooth exam day experience for candidates.

**Outcome** - Janison Exam Management sat over 14,000 CFA candidates across 3 test dates with one site alone recording over 4000 candidates testing concurrently in one test venue. Janison Exam Management's years of experience make our team unique in the industry to manage large scale multiple city concurrent examination events.

### Exam support and invigilation - Trial HSC pivot to digital delivery

**Background** - In mid-2021, NSW High Schools were faced with an unprecedented scenario due to COVID-19 lock downs being in place, whereby they were not able to deliver their trial HSC exam windows using a paper-based approach. While Janison was a known and trusted partner for many schools due to many years of NAPLAN, ICAS and other experiences (e.g. High Performing Schools and Opportunity Class Tests, Valid, Check-in assessments for NSW DOE) the Janison Exam Management (JEM) team had not been previously engaged to manage the delivery of assessments directly for schools, as this was traditionally delivered via internally sourced and managed invigilation resources.

**Solution** - The Janison Exam Management (JEM) team assisted multiple schools in planning and executing the delivery of trial HSC examinations, providing project and invigilation support for multiple NSW high schools in pivoting from their traditional method of delivering Trial HSC Examinations to an online delivery approach. This involved the formation of a dedicated team within JEM to recruit, train and schedule resources for invigilation via a combination of learning management systems, video conferencing tools and remote proctoring platforms to enable the needs of the clients based on their existing technical infrastructure.

In the period from late July through to late August 2021, JEM led the delivery of several thousand trial HSC examinations directly as well as providing guidance and knowledge sharing of best practices across the NSW High School network to enable the best possible student and teacher experiences possible.

**Outcome** - Feedback from school's described the support provided by JEM as being critical for the immediate term by performing tasks that they would not have been able to in the timeframes required as well as assisting them in building their overall capacity to employ online assessments that moved their practices forward by decades in some cases.



## Part C - Tender Response Schedules

2.2.2. Please provide an overview of past performance and experience with project/work of a nature, size and complexity within a similar environment, detail previous work relevant to the requirements detailed in the Scope of Works

Janison has been working in the online assessment space since 2010 and now delivers 6.5m+ assessments per annum across 117 countries and sets the global benchmark for large-volume high-stakes assessments.

We provide a secure, independent end-to-end exam management service tailored to meet the unique requirements of each examination we manage. We have been providing examination services for over 30 years managing high-stakes examination events.

Many of the world's leading organisations, including the departments of education and governments at a State and Federal level, trust Janison to deliver an outstanding assessment experience - regardless of location, connectivity, or complexity. Some examples of high stakes examination projects that we currently manage are:

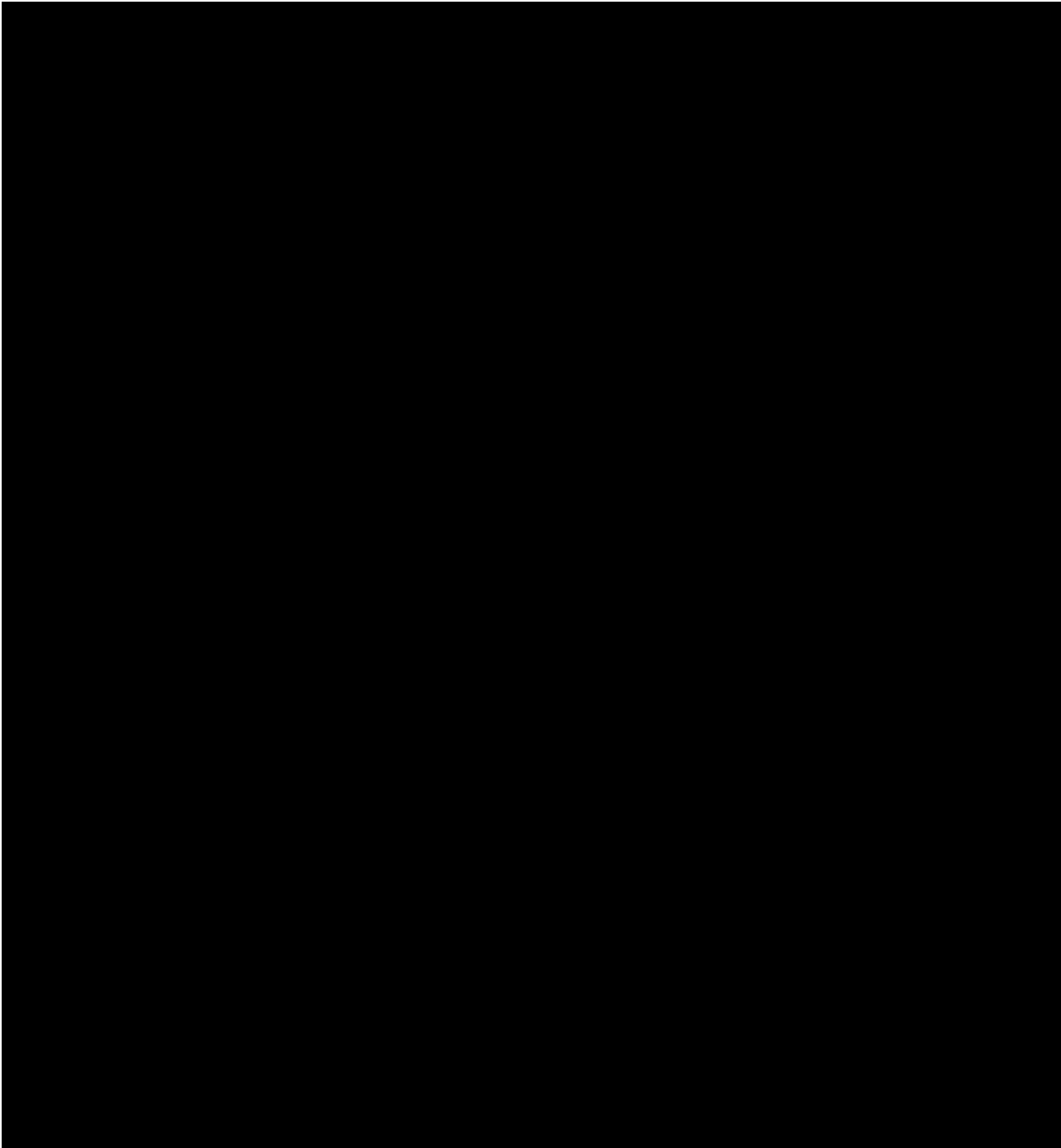


These case studies illustrate our ability to source and effectively manage appropriate venues for high-stakes assessment event delivery at scale and perform well under extremely tight time frames and challenging situations.

2.2.3. Please provide details of the skills and experience of key personnel who are to form your proposed team and how they will deliver the Scope of Work. Please attach individual CVs with the following details - qualifications, experience and expertise relevant to Scope of Works.



## Part C - Tender Response Schedules



2.2.4. **Governance:** provide a governance framework detailing the governance processes and meeting schedules in accordance with clause 4.3 of the contract and contains the details specified in the Order Form.



## Part C - Tender Response Schedules

### Project Governance

#### a) Meeting

Weekly project meetings will be held. These meetings will be scheduled by the Contractor's project manager and agreed by the Customer. If requested by the Customer, the Contractor will provide an agenda to the Customer before each meeting.

The Contractor will capture the discussions, issues and any actions items of each party in minutes of meeting, which will be shared with the Customer within 3 business days after the meeting or another period as agreed, for confirmation by the Customer.

Steering committee meetings or Senior Management Meetings will be held monthly or quarterly, unless otherwise agreed, and are to be attended by each Party's project manager(s) and other personnel of each Party as agreed. Project documents, including a project plan, project schedule, minutes of meetings, and risk register, will be maintained by the Contractor.

#### b) Reporting

The Contractor will provide weekly project status reports which will be distributed at the weekly project meetings. Each report must set out the progress of project milestones and Deliverables, including the Contractor schedule.

#### c) Project Roles and Responsibilities

#### i) Contractor Specified Personnel

Role	Key responsibilities
Head of Projects	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the combined Contractor and Customer project team.</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Ensure that all Deliverables are being completed within agreed timeframes.</li> <li>Effectively manage the scope of Deliverables as per the specifications.</li> <li>Management of any changes to scope of the Contractor's work (as agreed between the Parties) as part of the agreed change process.</li> <li>Ensure quality and continuity for the engagement is maintained.</li> <li>Management and updating of the Project Schedule.</li> <li>Provide regular communication and feedback to the Customer regarding progress, risks or mitigations.</li> <li>Provide recommendations for improvement and execute if agreed by the Customer.</li> <li>Contractor's project team management.</li> <li>To obtain agreement/acceptance from the Contractor of all Deliverables.</li> </ul>
Exam Events Manager	<ul style="list-style-type: none"> <li>Dedicated point of contact for customer queries, and regular communication to ensure that all requirements are met for the examination period.</li> <li>Management of venue sourcing activities.</li> <li>Development of project planning and procedural documentation specific to each event.</li> </ul>
Customer Success	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the combined Contractor and Customer project team.</li> <li>Point of communication for Customer senior management team.</li> </ul>

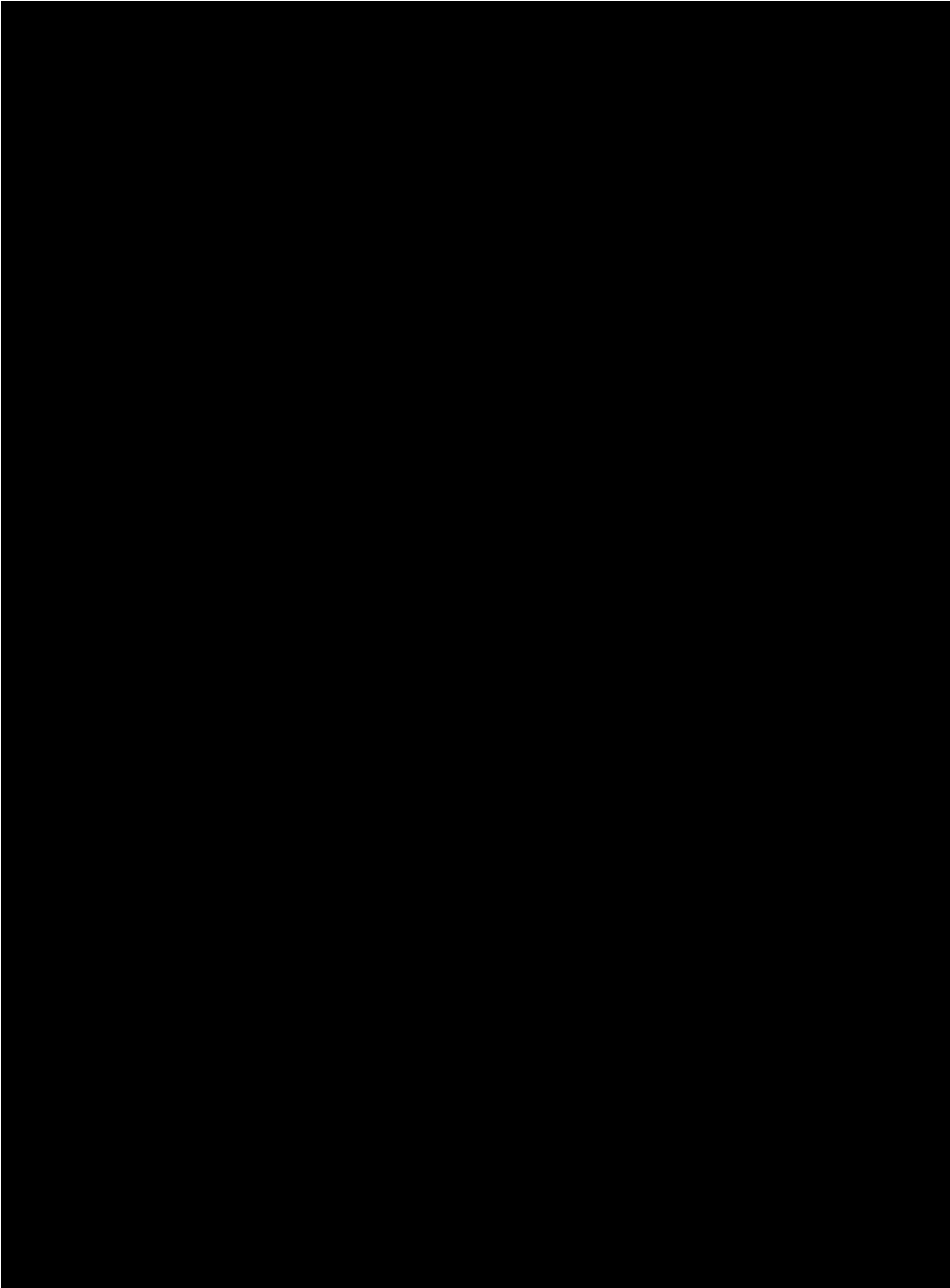
### 2.3. VENUE SOURCING AND TEST CENTRE MANAGEMENT - Test Centre Management (details of how many test centres, where they are located, or alternatively what arrangements are in place to secure test centres)

2.3.1. Based on the demand of student applications and the areas students are from, metropolitan, regional, rural and remote, please explain how you propose to ensure the supply of test centre venues required to conduct the test? If you have your own test centre venues, please provide details such as where they are located and actual facilities in the test centre. **Sample data from 2022 tests provided in (document)**



## Part C - Tender Response Schedules

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## Part C - Tender Response Schedules

2.3.2. Please describe what arrangements and agreements you have in place to source and set up the test centre venues with desks and related test equipment in preparation for the services outlined in the scope of work.

In addition, we have processes in place to provide the following services:

- The provision of hybrid methods of delivery includes traditional face to face examinations, computer based (digital) examinations and/or remote proctoring.
- The arrangement and tailored set up of digital ready examination venues in all locations.
- The provision of devices and equipment to facilitate the delivery of digital examinations.
- The arrangement of examination venues suitable for the number of candidates required (in accordance with up to date government regulations and guidelines regarding Covid-19).
- The provision of examination furniture where required, including but not limited to examination desks, chairs, trestle tables, and partitions.
- The provision of technical equipment where required.
- Provision of a logistics team that will manage secure delivery and installation of devices, movement of examination material (USB's) and return of all items post examination.
- All venue bump in/out logistic requirements.
- Hygienic cleaning services between examination sessions to meet Covid safe requirements.

2.3.3. Details of risk management or contingency plans that will be implemented by the Supplier in delivery of the Scope of Works.



## Part C - Tender Response Schedules

Janison has the following Controls in place to mitigate risk

### Environmental -

At all stages of the exam preparation process, Janison Exam Management will communicate with venues what is required of them to set up an appropriate exam environment.

Janison Exam Management to communicate the following:

- Device specifications.
- How to conduct a room check.
- How to mitigate typical environmental problems during an exam.
- Rules relating to equipment allowed, use of multiple screens etc.

### Technical – Network or device fault

- Janison exam management to engage IT specialists to ensure that venues are suitable and correctly prepared for exam day.
- Janison exam management to engage with IT personnel throughout the duration of the exam.
- Invigilation staff training to be conducted so that staff know how to respond if there is a network or device fault.
- Additional devices to be prepared for candidates to use.
- Periodic maintenance check of all devices by IT personnel (both software and hardware check).
- Using an application that allows an offline experience while using an internet browser to ensure that the exam can still run smoothly during a network dropout phase.

2.3.4. Setting up of test centres based on student demand can be at time dynamic with some late requirements. Please detail any risk management or contingency plans that will be implemented by the Supplier in delivery of the Scope of Works to mitigate any last minute changes.

Janison's Contingency Plan for Venue Selection and Management are as follows:

**Identifying alternative venues** that could be used if the original venue becomes unavailable or unsuitable. This may include venues in different locations or venues with different capacities.

**Communication:** Establish clear lines of communication with the venue manager.

**Contract:** Ensure that the venue contract contains clauses that address potential issues, such as cancellation policies, force majeure, and indemnification.

**Risk assessment:** Conduct a risk assessment of the venue, including factors such as accessibility, safety, and security.

**Contingency budget:** Having a contingency budget in place to cover unexpected expenses, such as the need to rent additional equipment or hire additional staff.

**Timeline:** Develop a timeline that includes key dates and milestones for the venue selection process, as well as contingency dates in case of unexpected issues.

**Monitoring:** Monitor the situation closely and be prepared to adjust the plan as needed to ensure that the event can still proceed smoothly.



## Part C - Tender Response Schedules

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### 2.4. SUSTAINABILITY – Supporting NSW Government’s economic, ethical, environmental and social priorities (excluding SME Participation)

#### 2.4.1 Working with Government and alignment with NSW Government priorities

Does the Respondent have experience working with Government and/or working in the education industry? Please demonstrate the Respondent’s experience with verifiable details. Also outline how your proposal aligns with and delivers to the NSW Government priorities.



## Part C - Tender Response Schedules

From our early years, we have worked closely with our customers to create highly innovative and successful assessment and exam solutions that are shaped by our teams' continuous collaborations with our education customers in the government sector. Over the years we have acquired extensive knowledge of the government education sector, through working with government education departments around the world.

We have designed and implemented various internal processes over the years to ensure a successful outcome for our customers in the education sector. These improvements range from carefully choreographed high stakes exam infrastructure scaling to detailed pre-exam readiness preparation, Agile project management methodology and many others.

We have been working with the State and Federal Government sector to ensure that the assessment experience aligns with Government priorities including but not limited to the roll-out of NAPLAN approved accessibility features to all NSW schools.

The following is a list of our experience working with our customers in the Government/Education industry.

### NAPLAN

In a world-first, in May 2018 we successfully delivered the exam online to 200,000 students simultaneously in 1,400 schools nationwide – a major assessment event that's now receiving worldwide recognition for our organisation. Developed using Microsoft Azure, the NAPLAN Online platform was designed with performance, security and resilience top of mind. The delivery of NAPLAN in 2018 was publicly hailed as a resounding success by Federal Education Minister Simon Birmingham, who noted that 99.9% of students were able to complete the exam without technical problems.

Key Statistics and milestones.

- In 2021 3 million+ Individual tests were completed and submitted over three weeks.
- In 2022 4.3 million+ tests were completed with a maximum of 315,000 students tested concurrently.

### Check-In Literacy and numeracy assessments for Year 3-9 students in NSW

When schooling was disrupted across Australia during the COVID-19 lockdowns in early 2020, NSW DoE was concerned that students' learning progress would be impacted. The NSW DoE engaged Janison to develop an online diagnostic tool that would quickly identify students' learning gaps in literacy and numeracy.

The Check-in assessment was implemented in an expeditious six-week timeframe and delivered to 1290 schools during a three-week window in Term 3. With test results provided within an unprecedented 24 hours, teachers had instant access to insights that allowed them to implement targeted literacy and numeracy support for students who needed extra help.

Growing rapidly since its inception, the Check-in assessment delivered 1.2 million tests to 2,122 New South Wales (NSW) schools in 2022, representing a 95 percent participation rate across all NSW schools. In 2022, Janison also implemented newly developed accessibility features to provide an equitable assessment experience for students with disability.

NSW Minister for Education and Early Learning Sarah Mitchell dubbed Check-in "a world-class diagnostic tool".

### Best Start - Literacy and numeracy assessments for Year 7 students in NSW

The NSW Department of Education (NSW DoE) selected Janison to build and deliver a new assessment under the Literacy and Numeracy Strategy 2017–2020, a four-year plan to ensure students have the essential literacy and numeracy skills they need for success in learning and in life. The Department was looking for a specialist digital assessment provider to help it achieve the key aim of the new exam: to quickly identify students at risk of falling behind and pinpoint what type of support they needed. As well as offering government-grade reliability and security, the solution needed to be Software-as-a-Service (SaaS) that scales easily year to year and seamlessly integrates with all schools' existing systems.

Best Start Year 7 demanded a sophisticated online platform that could efficiently deliver and process a considerable daily number of student test completions and feed a large volume of real-time data into NSW DoE systems, making valuable analytical information available for teachers almost instantly.



## Part C - Tender Response Schedules


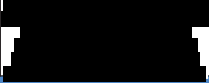
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**Category Definitions**

<b>Category</b>	<b>Category</b>	<b>Definition</b>
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**Compliance Definitions**

	<b>Definition</b>
Compliant	Tenderer fully complies with the requirement
Partially compliant	Tenderer complies with the requirement with some limitations (include the limitations in your response)
Non compliant	Tenderer does not meet the requirement

Lot 2 ( C )					
Test Administration					
ID	Title	Description	Category	Compliance	How do you meet the requirement?
<b>IRM. Invigilation Resourcing and Management</b>					
IRM - 1	Invigilator Resourcing	<p>The Department requires invigilation resourcing (plus contingency numbers) based on student demand for both SHS and OC tests at a minimum ratio of 1 invigilator per 20 students. Resourcing to include lead invigilator, general supervisor, room supervisors and other specialist roles (e.g. scribes) where required.</p> <ul style="list-style-type: none"> <li>Resources are to be suitability skilled and trained for test administration of either a paper-based or computer-based test and working with children (any personnel are to be excluded from participation in any test if they have a child or close family member or friend applying)</li> <li>Resources to have their backgrounds checks to ensure no potential conflicts of interest that could impact on the integrity of the test</li> <li>Provision of invigilation personnel to manage and conduct computer-based testing in accordance with Departmental requirements including reporting formally on issues of service delivery.</li> </ul> <p>Invigilation personnel to be responsible for the personal supervision of student applicants within the test venue For each test centre venue, at least one supervisor is trained in anaphylaxis and holds first aid certification</p>	Required	Compliant	
IRM - 2	Invigilator Compliance to DOE requirements	<p>The Department requires invigilator staff meet the following minimum screening requirements to administer the test on behalf of the Department:</p> <ul style="list-style-type: none"> <li>A paid Working with Children Check (WWCC), note: a volunteer Working with Children Check is not accepted</li> <li>A NSW police check</li> <li>One government-issued photo identity document is required with full name, date of birth and current residential address (e.g. Driver's license) and, if relevant, one change of name document.</li> <li>Proof of identity clearance check</li> <li>Completed Personal details form</li> <li>Declaration of confidentiality form</li> </ul>	Required	Partially compliant	Janison confirms that all allocated staff will hold a paid WWCC which police checks are covered under, we can have police checks conducted for all staff but that would incur additional fees to the Department. In addition, we confirm that we will provide one government issued photo identity document, proof of identity clearance form and declaration of confidentiality form for all staff along with completed personal details forms for one staff member per site.
IRM - 3	Invigilator Onboarding	<p>Work with the Departments Selective Education Unit to define the requirements of Test Centre Management training and services for both the SHS and OC placement tests.</p> <p>Responsible for the delivery of training to ensure invigilators are fully aware of their responsibilities regarding test administration, the security of test materials, and administering tests on the technology provider's platform</p> <p>Record and provide evidence that all invigilators have successfully completed training e.g. date, time and training delivered.</p>	Required	Compliant	Janison will work with the Selective Education Unit to confirm Test Centre Management requirements for the SHS and OC Placement tests. We will develop test administration material for the Departments review/ approval and deliver training to all staff to ensure that they are aware of their obligations. Janison will provide evidence (date/time) that all staff have successfully completed training.
IRM - 4	Invigilator Allocation and Resourcing to Test Centres (TR1)	Allocate at a minimum, one lead invigilator per test centre and 1 supervisor to 20 students plus extras as required for special circumstances. These resources are required to have a valid working with children check in place and 100 points of ID. Provide the Department with invigilator details and allocations to test centre locations.	Required	Compliant	
<b>TA. Test Administration</b>					
TA - 1	Test Administration Responsibilities	<p>Conduct test administration according to department requirements and standards</p> <p>Packing and return of test items according to department requirements and standards (paper based)</p>	Required	Compliant	Janison confirms that we will conduct test administration along with the packing and return of test items according to the departments requirements and standards.



# NSW Department of Education Request for Tender Part C - Tender Response Schedules

Test Centre Management Services Panel - Selective  
High School and Opportunity Class Computer-Based  
Placement Tests

**Lot 2: Test Centre Management & Test  
Administration – Component C: Invigilation  
Resourcing and Management & Test Administration**

**DOE03514/22**





## Part C - Tender Response Schedules



## 2 Response to Evaluation Criteria

### 2.1 COMPETENCY AND CAPABILITY

2.1.1. Please respond to the questionnaire in the Attachment: "Part C- Lot 2 – Component C Questionnaire.xlsx", sheet: "Competency and Capability"



## Part C - Tender Response Schedules

The **Janison Exam Management** team is made up of over 1300 skilled invigilators. Janison Exam Management is the only business of our size in Australia that solely delivers examination services, ensuring a focused area of expertise for all our customers.

We provide a secure, independent end-to-end exam management service tailored to meet the unique requirements of each examination we manage. We have been providing examination services for over 30 years managing high stakes examination events.

All invigilators are trained in the unique policies and procedures of every customer, ensuring that they have a comprehensive understanding of the examination requirements and can guide candidates on the exam day accordingly. All invigilators have undertaken training to recognise the best way to manage students experiencing anxiety, misconduct and other common exam day challenges.

Engaging the highest standards, we ensure that all students receive a consistent experience and the same high-quality customer service from our experienced staff at all our exam locations, both in person and online.

### Key services include:

#### Venue Management

- Venue selection
- Venue contracting
- Desk planning & supply and set up

#### Invigilation Management

- Invigilator recruitment
- Onboarding
- Ongoing training
- HR & payroll function
- Time management

#### Administration

- Dedicated point of contact for customer queries, and regular communication to ensure that all requirements are met for the examination period
- Management, rostering and HR services of all invigilation staff
- Development of project planning and procedural documentation specific to each event
- The development and delivery of all invigilation staff training resources specific to each event

#### Specialty Services

- Equity services
- Specialty equipment
- Device leasing services
- Scribing
- Medical qualifications

2.1.2. Please respond to the questionnaire in the Attachment: "Part C- Lot 2 – Component B C D Questionnaire NF.xlsx", sheet: "Competency and Capability"

Not applicable, this requirement was removed by the Department.

2.1.3. Provide a description of your approach and timeframe schedule of work activities for undertaking this project and include the lead time required from receipt of purchase order to commencement date, your earliest date of commencement and number of working days required to complete the project.



## Part C - Tender Response Schedules

### Methodology

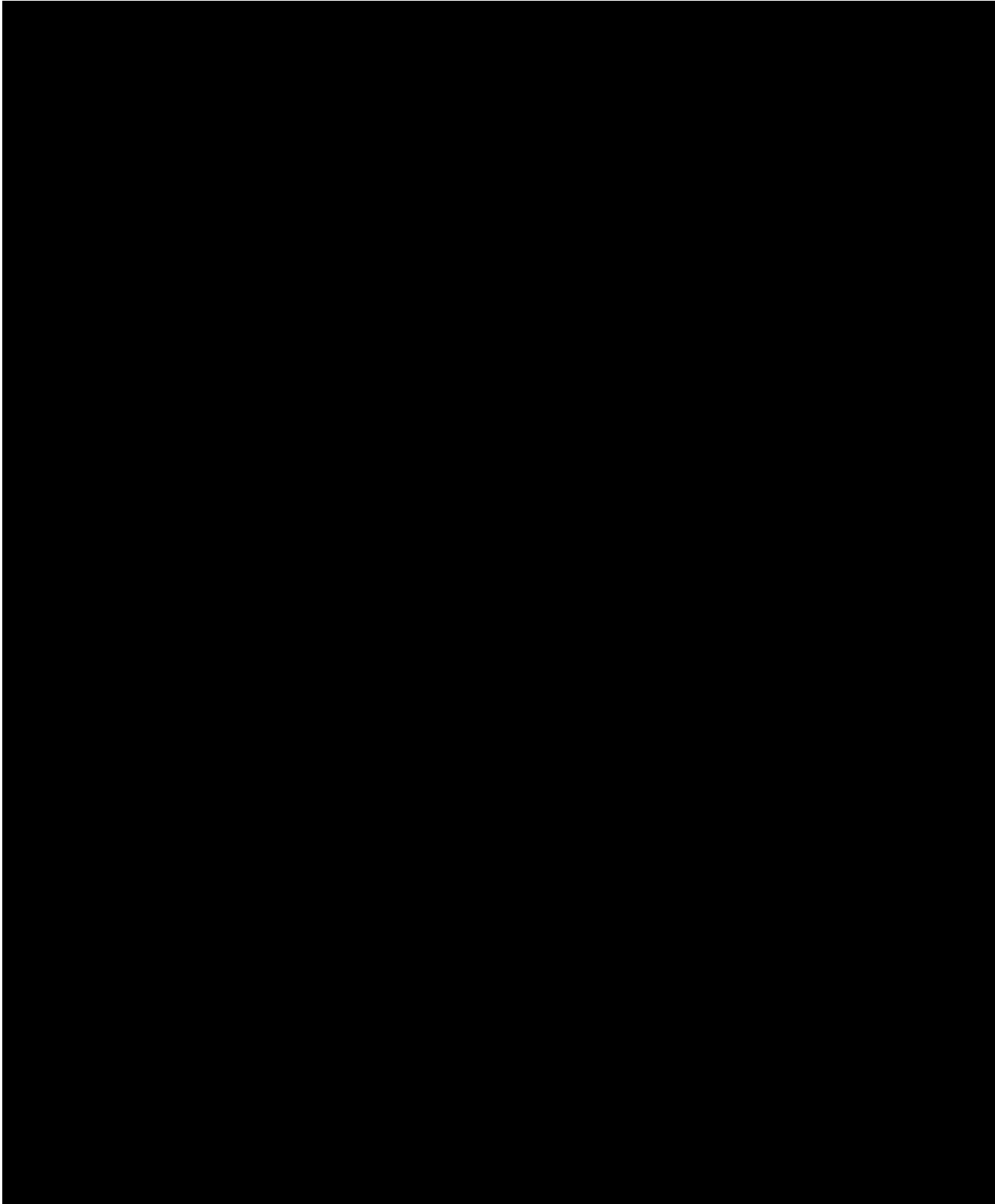
We have an industry-leading flexible resourcing approach for project delivery that allows us to address the individual phases of the project and enables us to respond quickly with the right set of skills and experience at the right time, and to facilitate the scaling up of resources.

All projects are undertaken using the Agile methodology, which ensures that the client remains closely involved in each step of the process and can see the progress. Upon awarding of the contract, we would establish a project team, led by a project manager and comprising the resources required to deliver on the contract. We will work with our partners and provision extra resources if required to meet project timelines.

2.1.4. Please describe your approach and methodology in how your organisation manages its test invigilation resources, how you recruits, onboard and train its invigilation staff in preparation for test delivery.



## Part C - Tender Response Schedules



### 2.2 CREDENTIALS AND EXPERIENCE

2.2.1. Demonstrate your track-record of delivering similar services by detailing at least three similar projects. Include the objective, scope, approach, program management methodology used, duration and outcomes achieved for each project.



## Part C - Tender Response Schedules

### Exam support and invigilation - Trial HSC pivot to digital delivery

**Background** - In mid-2021, NSW High Schools were faced with an unprecedented scenario due to COVID-19 lock downs being in place, whereby they were not able to deliver their trial HSC exam windows using a paper-based approach. While Janison was a known and trusted partner for many schools due to many years of NAPLAN, ICAS and other experiences (e.g. High Performing Schools and Opportunity Class Tests, Valid, Check-in assessments for NSW DOE) the Janison Exam Management (JEM) team had not been previously engaged to manage the delivery of assessments directly for schools, as this was traditionally delivered via internally sourced and managed invigilation resources.

**Solution** - The Janison Exam Management (JEM) team assisted multiple schools in planning and executing the delivery of trial HSC examinations, providing project and invigilation support for multiple NSW high schools in pivoting from their traditional method of delivering Trial HSC Examinations to an online delivery approach. This involved the formation of a dedicated team within JEM to recruit, train and schedule resources for invigilation via a combination of learning management systems, video conferencing tools and remote proctoring platforms to enable the needs of the clients based on their existing technical infrastructure.

In the period from late July through to late August 2021, JEM led the delivery of several thousand trial HSC examinations directly as well as providing guidance and knowledge sharing of best practices across the NSW High School network to enable the best possible student and teacher experiences possible.

**Outcome** - Feedback from school's described the support provided by JEM as being critical for the immediate term by performing tasks that they would not have been able to in the timeframes required as well as assisting them in building their overall capacity to employ online assessments that moved their practices forward by decades in some cases.

### ICAS

**Background** - For 40 years, ICAS Assessments has recognised and rewarded academic excellence through the ICAS competitions for schools. These competitions are based on frameworks for the relevant year and are designed to assess student's ability to apply classroom learning to new contexts using higher-order thinking and problem-solving skills. All students are awarded a certificate and the highest performing students are awarded ICAS medals. ICAS competitions are offered online only, with online reports, plus printed certificates supplied to school's post competition dates to hand out to students.

**Solution** – In 2022 ICAS were facing the daunting task of delivering 300,000+ assessment in a period of significant uncertainty and with teacher workload at an all-time high. Using a combination of Agile and Waterfall delivery, Janison managed digital assessment delivery, coordinated invigilators, provided ICAS reading scripts, administered Invigilator training, provided exam day supervision, and set-up/pack-down for 2,489 participating schools.

**Outcome** – The ICAS competition was successful delivered to over 300,000 students over a 3-week period covering the following subjects:

- English
- Mathematics
- Science
- Digital Technologies
- Writing
- Spelling Bee

A total of 601 medal were awarded across Australia and New Zealand for outstanding performance in ICAS 2022.

### CFA Institute

**Background** - The CFA global professional accreditation is held by over 167,000 finance professionals across the world. The charter gives a strong understanding of advanced investment analysis and real-world portfolio management skills. CFA's major examinations for prospective charter holders are run twice yearly, with over 250,000 people registering to sit the exam in over 340 test centres worldwide.

**Solution** - Using an Agile approach, Janison Exam Management provided all pre-event logistics, invigilation training, venue liaison and contract management, furniture supply, workforce management and invigilation rostering and large-scale exam day event operations to ensure a smooth exam day experience for candidates.

**Outcome** - Janison Exam Management sat over 14,000 CFA candidates across 3 test dates with one site alone recording over 4000 candidates testing concurrently in one test venue. Janison Exam Management's years of experience make our team unique in the industry to manage large scale multiple city concurrent examination events.



## Part C - Tender Response Schedules

2.2.2. Please provide an overview of past performance and experience with project/work of a nature, size and complexity within a similar environment, detail previous work relevant to the requirements detailed in the Scope of Works

Janison has been working in the online assessment space since 2010 and now delivers 6.5m+ assessments per annum across 117 countries and sets the global benchmark for large-volume high-stakes assessments.

We provide a secure, independent end-to-end exam management service tailored to meet the unique requirements of each examination we manage. We have been providing examination services for over 30 years managing high-stakes examination events.

Many of the world's leading organisations, including the departments of education and governments at a State and Federal level, trust Janison to deliver an outstanding experience - regardless of location, connectivity, or complexity. Some examples of high stakes examination projects that we currently manage are:



These case studies illustrate our ability to deliver high-stakes assessment events at scale and perform well under extremely tight time frames and challenging situations.

2.2.3. Please provide a general overview of the skills, qualifications and experience of your invigilators.



## Part C - Tender Response Schedules

Our staff have previously worked in invigilation or related fields such as teaching, education, or assessment. Invigilators also need to be comfortable working in a high-pressure environment as they will be responsible for ensuring that exams will be conducted in a fair and secure manner.

Invigilators are engaged based on both their hard and soft skills, this ensures that they can offer comprehensive, professional yet empathetic support to students. Moreover, where required, select staff undertake 'disability awareness' training to assist candidates with equitable examination accommodations. This includes; assistance in the provision of alternative equipment (speciality desks, lighting, sound and screen adjustments), delivery of alternative examination arrangements (scribe, reader, private and semi-private room provisions, first aid qualified invigilators) and technical delivery adjustments (additional time provision, pause exam provision, IT trouble shooting etc.). As such, this support capability provides each student with a fair and equitable outcome to their examination.

Each of our staff are carefully selected and assigned a role that leverages their core competencies and meets our customer's role requirements. Invigilators are assigned roles based on their experience, capabilities, physical fitness and emotional intelligence. We conduct regular performance reviews, as well as consider the feedback of our invigilation teams onsite. For each of the roles available, training will be conducted to ensure that all our invigilators uphold the high standard practices. The senior invigilator roles are provided with additional support and training to manage invigilation performance during examinations. Senior invigilators are allocated to each exam to give additional assistance to other invigilators.

All staff are trained in accordance with the policies and procedures of each of our customers, ensuring that they have a sound understanding of the examination requirements and can guide students on exam day accordingly. All staff have undertaken training to recognise and identify the best way to manage students experiencing anxiety, misconduct and other common exam day challenges.

Engaging the highest standards, we ensure that all candidates will receive a consistent experience and high-quality customer service from our experienced staff at all our exam locations.

2.2.4. **Governance:** provide a governance framework detailing the governance processes and meeting schedules in accordance with clause 4.3 of the contract and contains the details specified in the Order Form.



## Part C - Tender Response Schedules

### Project Governance

#### a) Meeting

Weekly project meetings will be held. These meetings will be scheduled by the Contractor's project manager and agreed by the Customer. If requested by the Customer, the Contractor will provide an agenda to the Customer before each meeting. The Contractor will capture the discussions, issues and any actions items of each party in minutes of meeting, which will be shared with the Customer within 3 business days after the meeting or another period as agreed, for confirmation by the Customer.

Steering committee meetings or Senior Management Meetings will be held monthly or quarterly, unless otherwise agreed, and are to be attended by each Party's project manager(s) and other personnel of each Party as agreed. Project documents, including a project plan, project schedule, minutes of meetings, and risk register, will be maintained by the Contractor.

#### b) Reporting

The Contractor will provide weekly project status reports which will be distributed at the weekly project meetings. Each report must set out the progress of project milestones and Deliverables, including the Contractor schedule.

#### c) Project Roles and Responsibilities

#### i) Contractor Specified Personnel

Role	Key responsibilities
Project Manager	<ul style="list-style-type: none"> <li>Ensure that all Deliverables are being completed within agreed timeframes.</li> <li>Effectively manage the scope of Deliverables as per the specifications.</li> <li>Management of any changes to scope of the Contractor's work (as agreed between the Parties) as part of the agreed change process.</li> <li>Ensure quality and continuity for the engagement is maintained.</li> <li>Management and updating of the Project Schedule.</li> <li>Provide regular communication and feedback to the Customer regarding progress, risks or mitigations.</li> <li>Provide recommendations for improvement and execute if agreed by the Customer.</li> <li>Contractor's project team management.</li> <li>To obtain agreement/acceptance from the Contractor of all Deliverables.</li> </ul>
Exam Events Manager	<ul style="list-style-type: none"> <li>Dedicated point of contact for customer queries, and regular communication to ensure that all requirements are met for the examination period.</li> <li>Management, rostering and HR services of all invigilation staff.</li> <li>Development of project planning and procedural documentation specific to each event.</li> <li>The development and delivery of all invigilation staff training resources specific to each event.</li> </ul>
Trainer	<ul style="list-style-type: none"> <li>Facilitate instructor led workshops. They may co-facilitate with subject matter experts and deliver structured learning workshops.</li> <li>Facilitate train the trainer sessions in consultation with the Customer.</li> <li>Measure learning in classrooms and ensure all learning objectives are achieved</li> </ul>
Customer Success	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the combined Contractor and Customer project team.</li> <li>Point of communication for Customer senior management team.</li> </ul>

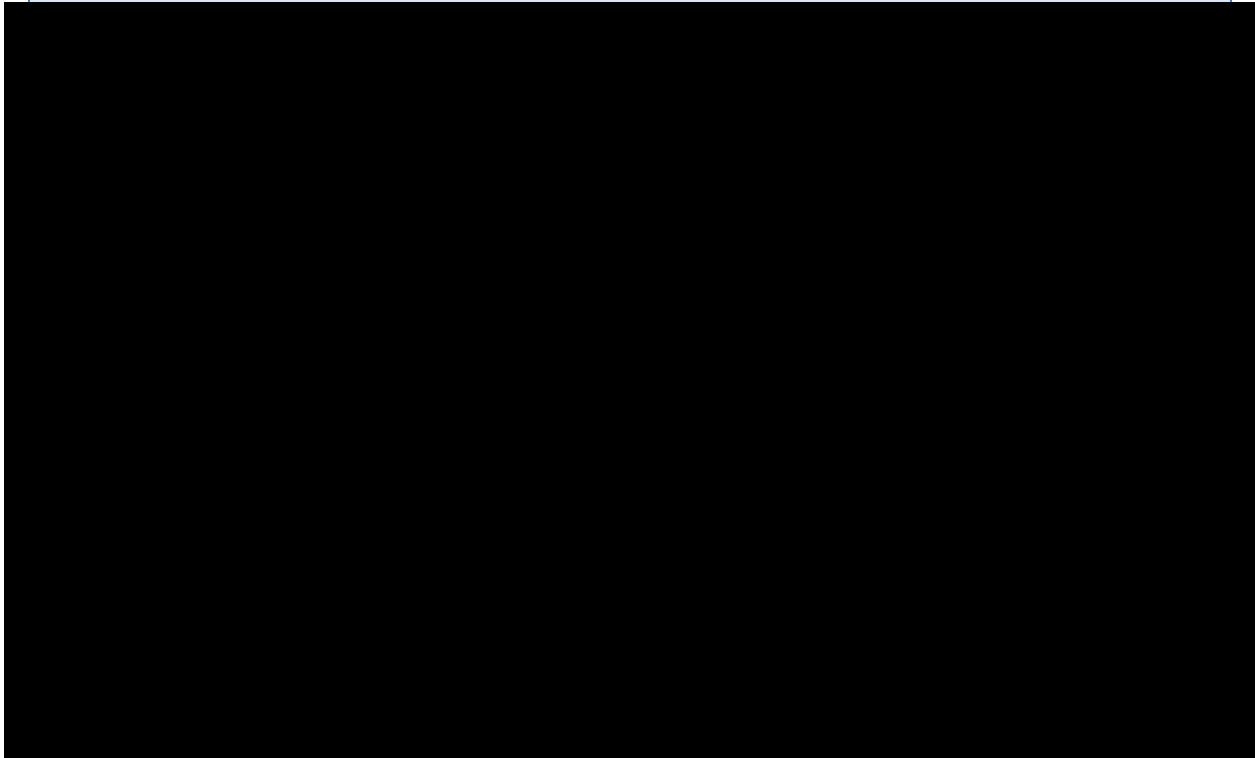




## Part C - Tender Response Schedules

### 2.3 INVIGILATION RESOURCING & MANAGEMENT AND TEST ADMINISTRATION - [Details of how many invigilation resources, where they are located, or alternatively what arrangements are in place to secure invigilation resources and approach to training invigilators]

2.3.1. Please provide details of how many invigilation resources you have access to, where they are located, or alternatively what arrangements are in place to secure invigilation resources to deliver the Scope of Works

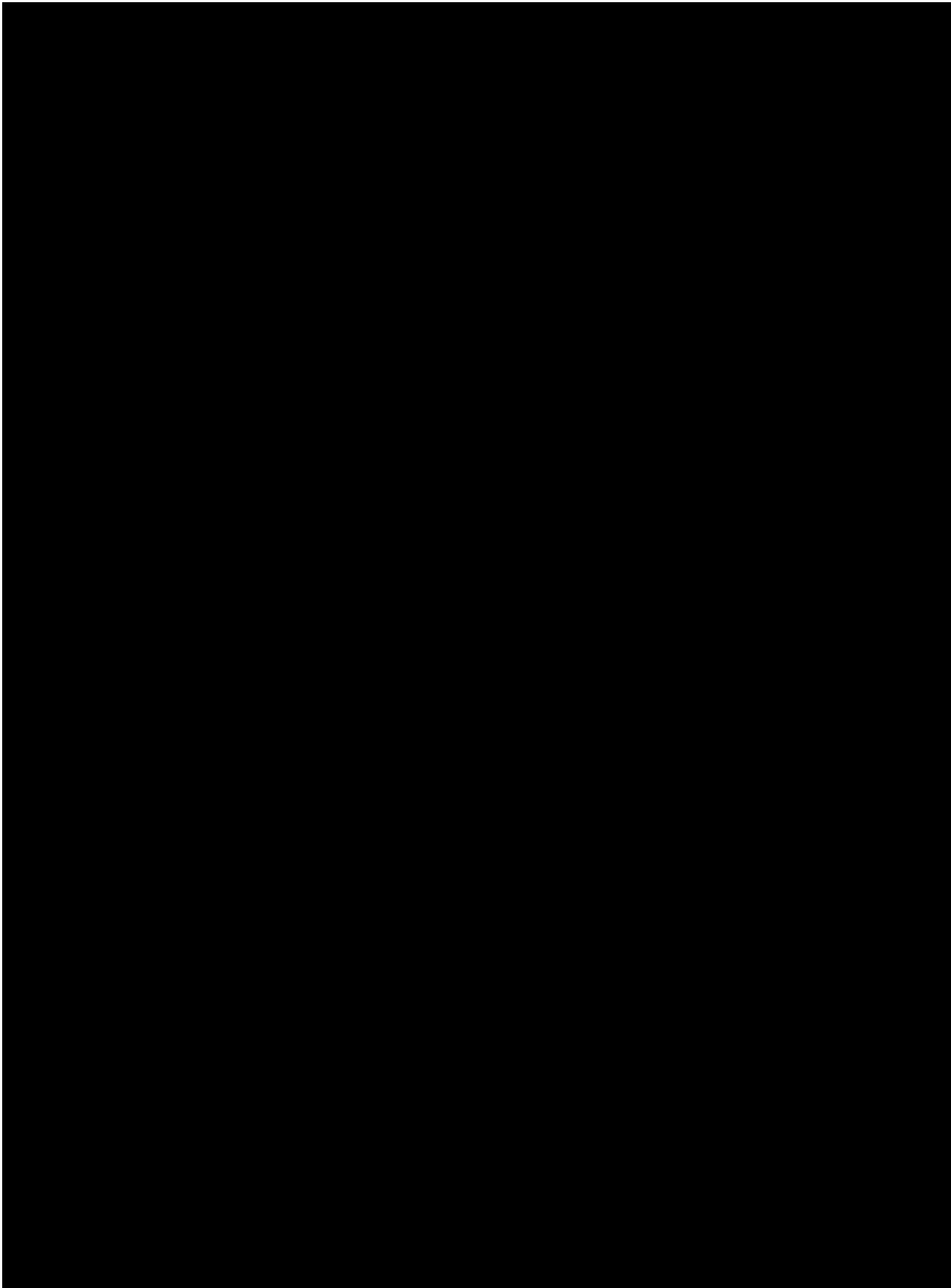


2.3.2. Based on the dynamic demand of student applications and the areas students are from, metropolitan, regional, rural and remote NSW, please explain how you propose to ensure the supply and management suitably qualified and trained test invigilators to conduct the test? Also, what is the test invigilator structure you propose? Please outline their level, roles and responsibilities.



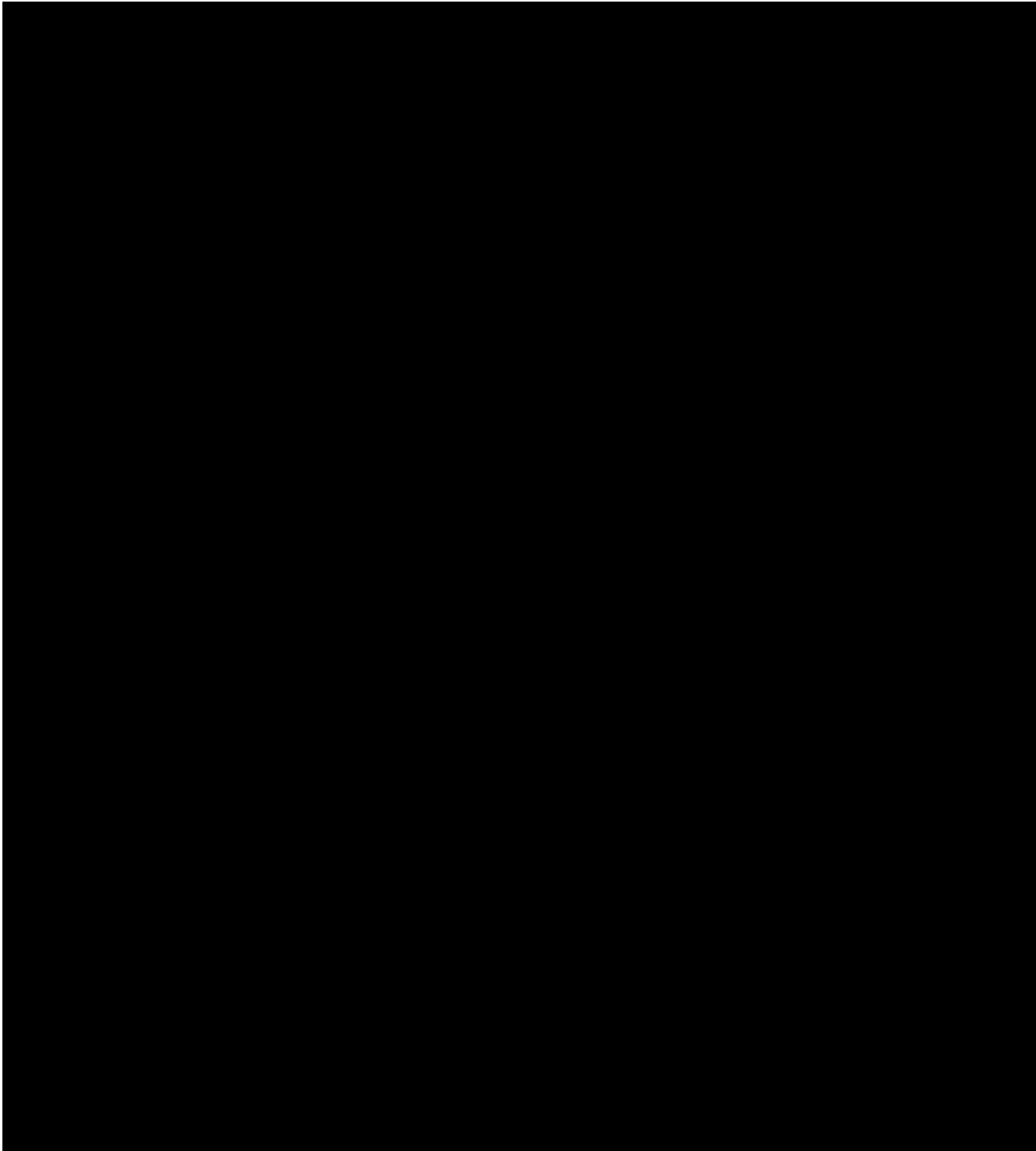
## Part C - Tender Response Schedules

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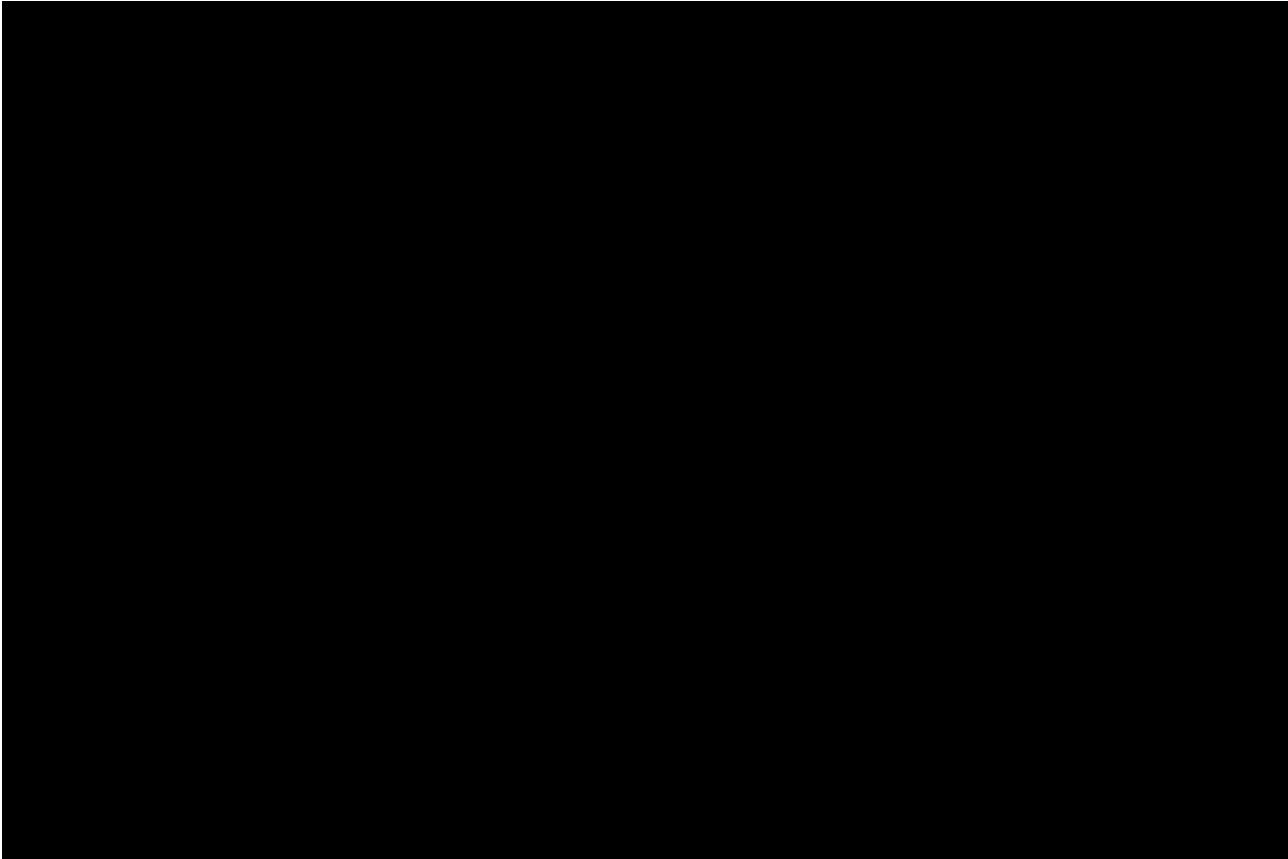
## Part C - Tender Response Schedules



2.3.3. Resourcing invigilators based on student demand can be at time dynamic with some late requirements. Please detail any risk management or contingency plans that will be implemented by the Supplier in delivery of the Scope of Works to mitigate any risks and issues. changes.



## Part C - Tender Response Schedules

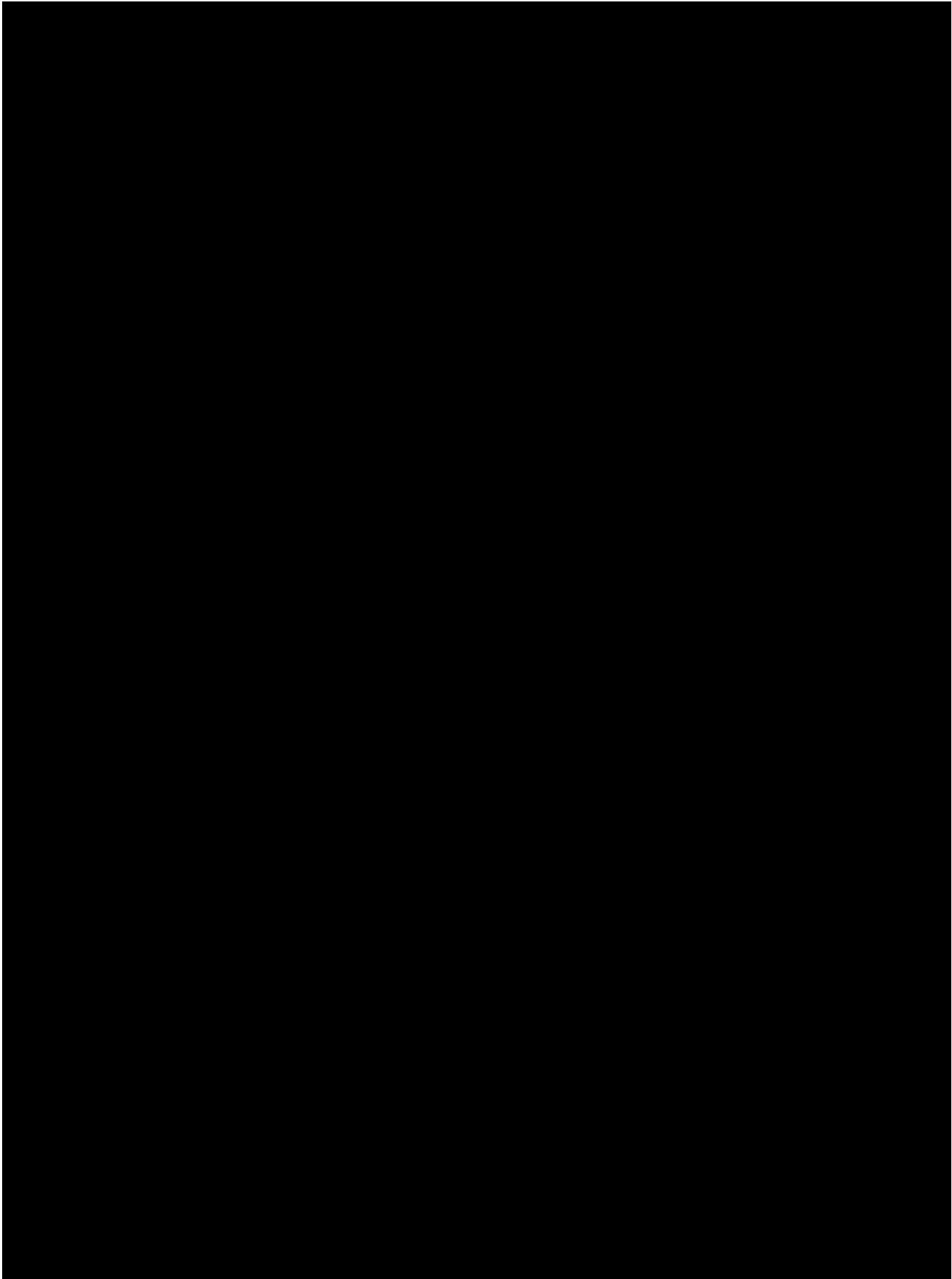


2.3.4. The Department has strict child protection procedures to ensure child safety and welfare outlined in the Scope of Works. Please provide details on how your organisation will ensure they apply, adhere and manage this with your invigilator staff to ensure strict compliance.



## Part C - Tender Response Schedules

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## Part C - Tender Response Schedules

### 2.4 SUSTAINABILITY – Supporting NSW Government’s economic, ethical, environmental and social priorities (excluding SME Participation)

#### 2.4.1 Working with Government and alignment with NSW Government priorities

Does the Respondent have experience working with Government and/or working in the education industry? Please demonstrate the Respondent’s experience with verifiable details. Also outline how your proposal aligns with and delivers to the NSW Government priorities.

From our early years, we have worked closely with our customers to create a highly innovative and successful assessment and exam solutions that are shaped by our teams’ continuous collaborations with our education customers in the government sector. Over the years we have acquired extensive knowledge of the government education sector, through working with government education departments around the world.

We have designed and implemented various internal processes over the years to ensure a successful outcome for our customers in the education sector. These improvements range from carefully choreographed high stakes exam infrastructure scaling to detailed pre-exam readiness preparation, Agile project management methodology and many others.

We have been working with the State and Federal Government sector to ensure that the assessment experience aligns with Government priorities including but not limited to the roll-out of NAPLAN approved accessibility features to all NSW schools.

The following is a list of our experience working with our customers in the Government/Education industry.

#### **NAPLAN**

In a world-first, in May 2018 we successfully delivered the exam online to 200,000 students simultaneously in 1,400 schools nationwide – a major assessment event that’s receiving worldwide recognition for our organisation. Developed using Microsoft Azure, the NAPLAN Online platform was designed with performance, security and resilience top of mind. The delivery of NAPLAN in 2018 was publicly hailed as a resounding success by Federal Education Minister Simon Birmingham, who noted that 99.9% of students were able to complete the exam without technical problems.

Key Statistics and milestones.

- In 2021 3 million+ Individual tests were completed and submitted over three weeks.
- In 2022 4.3 million+ tests were completed with a maximum of 315,000 students tested concurrently.

#### **Check-In Literacy and numeracy assessments for Year 3-9 students in NSW**

When schooling was disrupted across Australia during the COVID-19 lockdowns in early 2020, NSW DoE was concerned that students’ learning progress would be impacted. The NSW DoE engaged Janison to develop an online platform that would quickly identify students’ learning gaps in literacy and numeracy.

The Check-in assessment was implemented in an expeditious six-week timeframe and delivered to 1290 schools during a three-week window in Term 3. With test results provided within an unprecedented 24 hours, teachers had instant access to insights that allowed them to implement targeted literacy and numeracy support for students who needed extra help.

Growing rapidly since its inception, the Check-in assessment delivered 1.2 million tests to 2,122 New South Wales (NSW) schools in 2022, representing a 95 percent participation rate across all NSW schools. In 2022, Janison also implemented newly developed accessibility features to provide an equitable assessment experience for students with disability.

NSW Minister for Education and Early Learning Sarah Mitchell dubbed Check-in “a world-class diagnostic tool”.

#### **Best Start - Literacy and numeracy assessments for Year 7 students in NSW**

The NSW Department of Education (NSW DoE) selected Janison to build and deliver a new assessment under the Literacy and Numeracy Strategy 2017–2020, a four-year plan to ensure students have the essential literacy and numeracy skills they need for success in learning and in life. The Department was looking for a specialist digital assessment provider to help it achieve the key aim of the new exam: to quickly identify students at risk of falling behind and pinpoint what type of support they need. As well as offering government-grade reliability and security, the solution needed to be Software-as-a-Service (SaaS) that scales easily year to year and seamlessly integrates with all schools’ existing systems.

Best Start Year 7 demanded a sophisticated online platform that could efficiently deliver and process a considerable daily number of student test completions and feed a large volume of real-time data into NSW DoE systems, making valuable analytical information available for teachers almost instantly.



**NSW Department of Education  
Request for Tender  
Part C - Tender Response  
Schedules  
Information Security Requirements  
DOE03514/22**



## Part C (Envelope 1B) - Tender Response Schedules

<b>RFT Number</b>	DOE03514/22
<b>Title</b>	Selective Education Test Provider and Test Management Centre Services
<b>Closing Time &amp; Date</b>	Refer to 'Part A – Conditions of Tendering'

### 1 Overview

Protection of Customer Data is one of DoE's highest priorities. Successful Suppliers may, through providing the services, collect data that will include personal information and, in some cases, sensitive information about DoE's personnel, teachers and students.

DoE's data security requirements are set out in the Contract, including the NSW Department of Education Information Security Requirements.

This document refers to **Customer Data**. It has the same meaning as set out in the Contract.

When completing this response, the Supplier should consider the activities and practices of any related companies and subcontractors. For example, when answering a question about the location of where the Supplier stores Customer Data, the Supplier must consider the location of where its related companies and subcontractors store Customer Data.

The questions in this section apply to all Services, Deliverables and activities being proposed by the Supplier as well as all optional items. If the response to a question is different between Services, Deliverables and activities, the Supplier should detail the differences as part of its' response. **Services** and **Deliverables** have the same meaning as set out in the Contract.

### 2 Location of Customer Data

#### 2.1 Location of storage or hosting of Customer Data

The requirements in this section applies to all Customer Data stored or hosted by the Supplier and the Supplier's subcontractors, including support and administrative systems that the Supplier uses. For clarity, it includes includes Customer Data within production and non-production environments such as backups.

DoE's preference is for all Customer Data to only be stored or hosted within Australia.

Information requested	Supplier Response	Additional comments
Will all Customer Data be stored or hosted within Australia?	Yes	<i>The service will be hosted in Azure data centres located in Australia.</i>

**Suppliers must provide the following information for each location inside or outside Australia where Customer Data will be stored or hosted.**

Information Requested	Supplier Response	
Location where Customer Data will be stored or hosted.	Location where Customer Data will be stored or hosted	Types of Customer Data that will be stored or hosted at this location
Suppliers should add rows as required for each separate location.	<i>Australia East (NSW)</i>	[Redacted]
	<i>Australia South East (Victoria)</i>	

**Suppliers are only required to answer the following additional questions if the location that Customer Data will be stored or hosted is outside of Australia.**

Information Requested	Supplier Response		
If requested by DoE, is the Supplier able to move the storage or hosting of Customer Data to Australia?	If requested by DoE, is the Supplier able to move the storage or hosting of Customer Data to Australia?	Please detail which storage or hosting location this applies to	Please detail which types of Customer Data this applies to
Suppliers should add rows as required for each separate location.	Choose an item.	<i>[Insert]</i>	<i>[Insert]</i>





## Part C (Envelope 1B) - Tender Response Schedules

	<p>If 'Yes', please describe how the Supplier will comply with this requirement</p> <p>If 'No', please explain why the Supplier is unable to comply with this requirement</p>		
	<p>Choose an item.</p> <p>If 'Yes', please describe how the Supplier will comply with this requirement</p> <p>If 'No', please explain why the Supplier is unable to comply with this requirement</p>	[Insert]	[Insert]

### 2.2 Access, viewing and processing of Customer Data by the Supplier's employees or subcontractors

#### A. Employees

This section is about Customer Data viewed, accessed or processed by the Supplier's employees. For clarity, it covers Customer Data within production and non-production environments such as backups.

DoE's preference is for all Customer Data to only be viewed, accessed or processed within Australia.

Information requested	Supplier Response	Additional comments
Will the Supplier's employees only view, access or process Customer Data within Australia?	Yes	Support services are provided by Janison's personnel within Australia.

Suppliers are only required to answer the following additional questions if the Supplier responded 'No' to the previous question.

Information requested	Supplier Response					
Employee (type or role) that will view, access or process Customer Data outside Australia. Please complete for each employee type that will view, access or process	Employee (type or role e.g. support personnel) that will view, access or process Customer Data outside Australia	Types of Customer Data that will be viewed, accessed or processed by the employee(s)	Purpose for viewing, accessing or processing Customer Data outside Australia	Location(s) where the employee(s) will view, or access or process Customer Data outside Australia.*	Will the employee(s) keep a copy (e.g., store or host) the Customer Data that it views, accesses or processes?***	If requested by DoE, is the Supplier able to move the viewing, accessing or processing to Australia?
	[Insert]	[Insert]	[Insert]	[Insert]	Choose an item.	Choose an item.



## Part C (Envelope 1B) - Tender Response Schedules

Customer Data outside of Australia						<p>If 'Yes', please describe how the Supplier will comply with this requirement</p> <p>If 'No', please explain why the Supplier is unable to comply</p>
	Suppliers should add rows as required for each employee type or role	[Insert]	[Insert]	[Insert]	[Insert]	Choose an item.

\* Please specify all locations where the employee may view, or access or process Customer Data, not just the primary location or where that employee is based

\*\* Please ensure the Supplier's response is consistent with section 2.1 above

### B. Subcontractors

This section is about Customer Data viewed, accessed or processed by the Supplier's subcontractors. For clarity, any reference to viewing, accessing or processing Customer Data includes Customer Data disclosed or transferred to the Supplier's subcontractors. It also covers Customer Data within production and non-production environments such as backups.

The Supplier must not allow subcontractors to view, access or process Customer Data unless approved by DoE.

Please provide the following information for each subcontractor that may view, access or process Customer Data (please replicate the table below for every subcontractor).

Please provide information on related entities where they are effectively subcontractors.

DoE's preference is for all Customer Data to be viewed, accessed or processed only within Australia.

Information requested	Supplier Response	Additional comments						
Will the Supplier's subcontractors only view, access or process Customer Data within Australia?	No	<p>Cambridge Assessment from UK will be a subcontractor to Janison providing authoring and marking services. Please note that the following student information is all that will be accessible to Cambridge Assessment.</p> <table border="1"> <thead> <tr> <th>School</th> <th>Invigilator</th> <th>Candidate</th> </tr> </thead> <tbody> <tr> <td>G07409</td> <td>G07409</td> <td>C21000708</td> </tr> </tbody> </table>	School	Invigilator	Candidate	G07409	G07409	C21000708
School	Invigilator	Candidate						
G07409	G07409	C21000708						

Suppliers must provide the following information for each subcontractor that will view, access or process Customer Data at any location, including within Australia.

Information requested	Supplier Response
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## Part C (Envelope 1B) - Tender Response Schedules

Subcontractor that will view, access or process Customer Data  Suppliers should add rows as required for each subcontractor	Name of subcontractor (including ABN)	Location(s) where the subcontractor will view, access or process Customer Data*	Purpose for viewing, accessing or processing Customer Data	Types of Customer Data that may be viewed, accessed or processed by the subcontractor	Will the subcontractor keep a copy (e.g. store or host) the Customer Data that it views, accesses or processes?*
	<i>Cambridge University Press and Assessment ABN 28 508 204 178</i>	<i>UK</i>	<i>For marking</i>	<i>Answers to questions</i>	<i>No</i>
	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	Choose an item.
	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	Choose an item.
	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	Choose an item.
	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	Choose an item.

\*Please specify all locations where the subcontractor may view, access or process Customer Data, not just the primary location or where that subcontractor is based

\*\* Please ensure the Supplier's response is consistent with section 2.1 above.

Suppliers are only required to answer the following additional questions if the subcontractor(s) may view, access or process Customer Data outside Australia				
Information requested	Supplier Response			
Subcontractor that may view, access or process Customer Data outside Australia  Suppliers should add rows as required for each subcontractor	Name of subcontractor (including ABN)  These subcontractors should also be identified above	What types of Customer Data will the subcontractor be viewing, accessing or processing outside of Australia?	Location(s) where the subcontractor will view, access or process Customer Data outside Australia #	If requested by DoE, is the Supplier able to move the viewing, accessing and processing to Australia?
	<i>Cambridge University Press and Assessment ABN 28 508 204 178</i>	<i>Answers to questions, School number, Invigilator number and Candidate number</i>	<i>UK</i>	<i>No</i>
	<i>[Insert]</i>	<i>[insert]</i>	<i>[insert]</i>	Choose an item.
	<i>[Insert]</i>	<i>[insert]</i>	<i>[insert]</i>	<i>If 'Yes', please describe how the Supplier will comply with this requirement</i>  <i>If 'No', please explain why the Supplier is unable to comply with this requirement</i>
	<i>[Insert]</i>	<i>[insert]</i>	<i>[insert]</i>	Choose an item.



## Part C (Envelope 1B) - Tender Response Schedules

				<p>If 'Yes', please describe how the Supplier will comply with this requirement</p> <p>If 'No', please explain why the Supplier is unable to comply with this requirement</p>
	[Insert]	[insert]	[insert]	Choose an item.
				<p>If 'Yes', please describe how the Supplier will comply with this requirement</p> <p>If 'No', please explain why the Supplier is unable to comply with this requirement</p>

# specify all locations where the subcontractor may view, access or process Customer Data outside Australia, not just the primary location or where that subcontractor is based

### 3 Data storage provider

A data storage provider is a place that stores or hosts Customer Data for the Supplier's Deliverables and Services. It includes a cloud storage provider and a data centre.

Please replicate the table below for each data storage provider. Please ensure that the answer to this question is consistent with the answer to 2.1 ('Locations of storage or hosting of Customer Data').

DoE's preference is that the Supplier's data storage providers, that store, host or process Customer Data, have an industry recognised cyber security framework that has been validated by a third party.

Information requested	Supplier Response	
Name of the Supplier's data storage provider	Microsoft Azure	
Location(s) where Customer Data is stored or hosted?	Australia	
<p>Does the data storage provider have an industry recognised cyber security framework that has been validated by a third party?</p> <p>Examples of industry recognised cyber security frameworks that have been validated by a third party include:</p> <ul style="list-style-type: none"> <li>information management systems that is ISO27001 (standard for an information security management system) certified;</li> <li>internal controls that are suitably designed and implemented by reference to the specific focus criteria (security, confidentiality, privacy, availability and processing integrity) set out in the American Institute of Certified Public Accountants' (AICPA) Trust Services Criteria, as evidenced by a compliant SOC 2 Type II report; or</li> <li>cyber security framework that is verified by an independent third party as compliant with at least tier 3 of the National Institute of Standards and Technology Cybersecurity Framework.</li> </ul>	Yes	<p><a href="https://learn.microsoft.com/en-us/azure/compliance/offerings/offering-iso-27001">https://learn.microsoft.com/en-us/azure/compliance/offerings/offering-iso-27001</a></p> <p><a href="https://learn.microsoft.com/en-us/azure/compliance/offerings/offering-soc-2">https://learn.microsoft.com/en-us/azure/compliance/offerings/offering-soc-2</a></p>

Suppliers are only required to answer the following additional questions if the Supplier responded 'No' to the previous question.



## Part C (Envelope 1B) - Tender Response Schedules

<p>Please describe the security measures in place to manage the security of the data storage provider .</p> <p>If the data storage provider meets an alternative industry recognised standard as verified by a third party, please identify the alternative standard and attach evidence (or links) of verification.</p>	<p>[Insert]</p>
--	-----------------

### 4 Security Program

<p>Clause 21.2 of the Contract sets out the requirements for Security Program.</p> <p>A Security Program is formal program of technical and organisational security measures (including an audit and compliance program) relating to ICT security and cyber security.</p>
---

<p>The Supplier must implement, maintain and enforce an industry recognised cyber security framework that has been validated by a third party.</p> <p>If the Supplier does not currently meet this requirement, the Supplier must commit to meeting this requirement within [12 months from the date of Contract signing].</p>
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Information requested	Supplier Response	Additional comments
<p>Does :</p> <p>(i) the Supplier currently implement, maintain and enforce an industry recognised cyber security framework that has been validated by a third party?; and</p> <p>(ii) that cyber security framework cover the scope required in clause 9.1 of the NSW Department of Education Information Security Requirements? <b>(Required Scope of Security Program)</b></p> <p>Examples of industry recognised cyber security frameworks that have been validated by a third party include:</p> <ul style="list-style-type: none"> <li>information management systems that is ISO27001 (standard for an information security management system) certified;</li> <li>internal controls that are suitably designed and implemented by reference to the specific focus criteria (security, confidentiality, privacy, availability and processing integrity) set out in the American Institute of Certified Public Accountants' (AICPA) Trust Services Criteria, as evidenced by a compliant SOC 2 Type II report; or</li> <li>cyber security framework that is verified by an independent third party as compliant with at least tier 2 of the National Institute of</li> </ul>	<p>Yes</p>	<p><i>Janison is an ISO 27001 certified organisation. A copy of our certificate is enclosed for reference.</i></p> <div data-bbox="842 1070 906 1146" style="text-align: center;"> </div> <p style="text-align: center;">PH000388 - Final Certificate.pdf</p>



## Part C (Envelope 1B) - Tender Response Schedules

Standards and Technology Cybersecurity Framework.		
<b>Suppliers are only required to answer the following additional questions if the Supplier responded 'No' to the previous question.</b>		
Does the Supplier commit to having an industry recognised cyber security framework, covering the Required Scope of the Security Program, that has been validated by a third party within [12 months from the date of Contract signing]	Choose an item.	<i>If 'Yes', please describe how the Supplier will achieve this. If 'No', please describe why the Supplier is unable to comply with this requirement.</i>
Does the Supplier meet the requirements in Schedule 1 of the NSW Department of Education Information Security Requirements?  The Supplier must meet these requirements until the Supplier has an industry recognised cyber security framework that has been validated by a third party.	Choose an item.	<i>If 'Yes', please describe the Supplier's Security Program and attach any supporting documentation. If 'No', please identify which requirements the Supplier does meet (if any) and does not meet and attach any supporting documentation.</i>
<b>Suppliers are only required to answer the following additional question if the Supplier responded 'No' to the previous question.</b>		
Will the Supplier meet the requirements in Schedule 1 of the NSW Department of Education Information Security Requirements by the date of Contract signing?	Choose an item.	<i>If 'Yes', please describe the Supplier's Security Program and how the Supplier will meet this requirement. If 'No', please describe why the Supplier is unable to comply with this requirement.</i>

## 5 Backup of Customer Data

Suppliers must take and maintain backups of Customer Data in accordance with the requirements set out in clause 5.3 of the NSW Department of Education Information Security Requirements.		
Information requested	Supplier Response	Additional comments
Will the Supplier comply with the backup requirements in clause 5.3 of the NSW Department of Education Information Security Requirements?	Yes	Our backup plan will be able to meet the requirements.

## 6 Encryption

The Supplier (including its Deliverables, Services and activities) must encrypt all Customer Data at rest and in transit in accordance with the requirements in clause 14.1 of the NSW Department of Education Information Security Requirements		
<b>Please respond to the following question for all Customer Data at rest.</b>		
Information requested	Supplier Response	Additional comments
Will the Supplier encrypt all Customer Data at rest in accordance with DoE's requirements?	Yes	<i>Data at rest is encrypted by default.</i>



## Part C (Envelope 1B) - Tender Response Schedules

If the Supplier will not encrypt all Customer Data at rest before the Supplier supplies its Deliverables, Services and activities to DoE, please respond to the following:

What Customer Data will not be encrypted at rest?	<i>Please describe</i>
When will the Supplier be able to ensure that all Customer Data will be encrypted at rest in accordance with DoE's requirements?	<i>Please specify how long the Supplier will need to encrypt all Customer Data at rest e.g. [x] months from the date of Contract signing</i>

Please respond to the following question for all Customer Data in transit.

Information requested	Supplier Response	Additional comments
Will the Supplier encrypt all Customer Data in transit in accordance with DoE's requirements ?	Yes	<i>Data in transit is encrypted using TLS 1.2+.</i>

### 7 Using Non-Identifying Customer Data for development and testing

The Supplier should use non-identifying data within its development and testing environments for its Deliverables, Services and activities

Information requested	Supplier Response	Additional comments
Will the Supplier comply with this requirement?	Yes	<i>If production data is transferred to a non-prod environment, it is anonymised.</i>

### 8 Customer Data Collected by the Supplier

DoE would like to know what Customer Data will be collected by the Supplier, its Deliverables, Services or activities and associated services (e.g., support services).

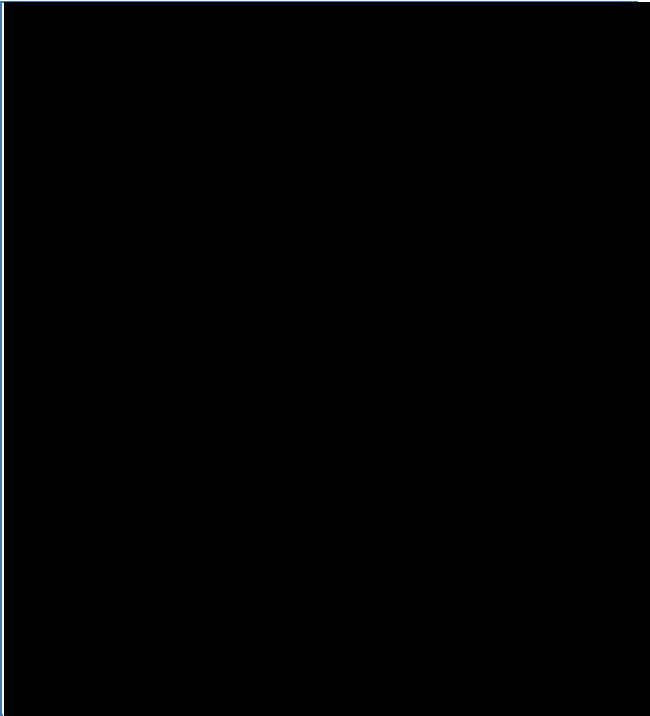
Information requested	Supplier Response
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## Part C (Envelope 1B) - Tender Response Schedules

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Please detail the types of Customer Data that will be collected by the Supplier, its Deliverables, Services or activities and associated services







## Part C (Envelope 1B) - Tender Response Schedules

### 9 NSW Government Information Classification, Labelling and Handling Guidelines

The Supplier should implement and maintain functionality in its Deliverables, Services and activities to enable to DoE to comply with the NSW Government Information Classification, Labelling and Handling Guidelines.

Information requested	Supplier Response	Additional comments
Will the Supplier be able to comply with DoE's classification, labelling and handling requirements?	Yes	<i>We comply with the requirements.</i>

### 10 Audit and Activity Logging

The Supplier should ensure that its ICT systems or enhancements (including any new ICT systems or enhancements) include processes for audit trails and activity logging to assess the accuracy and integrity of Customer Data stored or hosted with the Supplier. This includes processes for internal fraud detection, and to track all attempted and failed login attempts by any user.

Information requested	Supplier Response	Additional comments
Will the Supplier be able to comply with DoE's audit and logging requirement?	Yes	<p><i>User activity in the application is logged. From a database perspective, all log attempts are tracked. Insights logs B2C Authentication.</i></p> <p><i>Please find below details on logs that we capture:</i></p> <ul style="list-style-type: none"> <li><i>User authentication – Log when a user logs in or logs out of the application, including information about the user's username, IP address, and time of login/logout.</i></li> <li><i>User actions – Log when a user performs an action within the application, such as creating a new account, updating profile information, or submitting a form. Include information about the specific action taken, as well as any data submitted or retrieved.</i></li> <li><i>Errors – Log any errors or exceptions that occur within the application, including stack traces and other diagnostic information.</i></li> <li><i>Security events – Log any security-related events, such as failed login attempts or access control violations.</i></li> </ul>

### 11 Background and security checks

#### 11.1 Working with Children Check (WWCC)

DoE's requirements for Working with Children Checks (WWCC) are set out in clause 13 of the NSW Department of Education Information Security Requirements.

Requirement	Supplier Response	Additional comments
Will the Supplier comply with DoE's requirements for Working with Children Checks?	Complies	<i>We will be looking at completing WWCC for all our personnel working on the project.</i>



## Part C (Envelope 1B) - Tender Response Schedules

### 11.2 Criminal records

DoE's requirements for criminal records checks are set out in clause 13 of the NSW Department of Education Information Security Requirements.

Requirement	Supplier Response	Additional comments
Will the Supplier comply with DoE's requirements for criminal records checks?	Complies	<i>We will be looking at completing Police Check for all our personnel working on the project.</i>



**Part C (Envelope 1B) - Tender Response Schedules**

**12 Supplier compliance to other Information Security Requirements**

If the Supplier does not comply with or does not agree with any of the terms in:

- a. the NSW Department of Education Information Security Requirements;
- b. clauses 19 to 23 of the Core Terms of the Contract; or
- c. any data and information security related clause in any applicable Module

it must set out in the box below how it would like each term to be changed. The Supplier should set out the relevant clause number and the change that it proposes.

The Supplier will be taken to have accepted a term in the NSW Department of Education Information Security Requirements, clauses 19 to 23 of the Contract and any data and information security related clause in any applicable Module, if it does not propose a change to those terms.

The Supplier should note that its response may, at DOE's discretion, be rejected if it does not agree to a provision of the NSW Department of Education Information Security Requirements, the Contract or any data and information security related clause in any applicable Module.

The Supplier should only respond to the NSW Department of Education Information Security Requirements, clauses 19 to 23 of the Contract and any data and information security related clause in any applicable Module in this section. The Supplier should respond to any other section of the Contract in the relevant Lot contract documents

<b>NSW Department of Education Information Security Requirements or Contract clause</b>	<b>Issue</b>	<b>Proposed change</b>
DOE03514-22 - PART D - Terms of Contract CTA - Lot 1 Component A (ICT MSA) – Clause 19	Janison's proposed subcontractor (Cambridge University Press and Assessment) may access data for marketing/testing purposes from the United Kingdom.	Janison will host data and access data from Australia, however its proposed subcontractor (Cambridge University Press and Assessment) may access data for marketing/testing purposes from the United Kingdom.

**Category Definitions**

<b>Category</b>	<b>Category</b>	<b>Definition</b>
R	Required	"Required" means it is a mandatory requirement and not complying will make the supplier ineligible
HD	Highly Desirable	"Highly Desirable" means it is a preferred requirement and it will attract favourable scoring in the evaluation
D	Desirable	"Desirable" means it is an optional requirement and it will also attract a favourable scoring in case of a tie or very similar responses from two or more vendors.

**Compliance Definitions**

	<b>Definition</b>
Compliant	Tenderer fully complies with the requirement
Partially compliant	Tenderer complies with the requirement with some limitations (include the limitations in your response)
Non compliant	Tenderer does not meet the requirement

Both ( M ) Core Services					
ID	Title	Description	Category	Compliance	How do you meet the requirement?
<b>PMC. Project Management and Coordination</b>					
PMC - 1	Project management Resourcing	The supplier will be required to provide a dedicated Project Manager (onshore in Sydney, Australia) until final sign-off from the Department in line with the final milestone payment, unless otherwise agreed with the Department.	Required	Compliant	Janison will provide a Sydney-based Project Manager up to the point at which the final milestone is signed off by the Department. The Project Manager will be Janison will provide the Department with a detailed project plan which aligns with the milestones for delivery set out in the tender along with revised versions should there be significant changes. The Janison will provide the Department with a weekly report on the progress of delivery. This report will cover:
PMC - 2	Project plan	The supplier will provide the Department with a detailed project plan which aligns with the milestones for delivery set out in the supplier's tender. The supplier will provide revised versions of the project plan if there are any significant time or scope changes which materially impact the initial plan tendered to the Department.	Required	Compliant	Janison will provide the Department with a detailed project plan which aligns with the milestones for delivery set out in the tender along with revised versions should there be significant changes. The Janison will provide the Department with a weekly report on the progress of delivery. This report will cover:
PMC - 3	Reporting	The supplier will be required to provide the Department with a weekly report on the progress of delivery. This report should cover: *activities completed in the previous week; *activities to be completed in the next week; *summary of the vendor's performance against key milestones; *where a milestone or scope has not been delivered to agreed delivery timeframes or scope, remediation plans should be included; and *tracking of issues/risks associated with project.	Required	Compliant	Janison will provide the Department with a weekly report on the progress of delivery. This report will cover: *activities completed in the previous week; *activities to be completed in the next week; *summary of the vendor's performance against key milestones; *where a milestone or scope has not been delivered to agreed delivery timeframes or scope, remediation plans should be included; and *tracking of issues/risks associated with project.
PMC - 4	Attendance project delivery meetings	The supplier will be required to attend status meetings (frequency to be with the Department and any other involved party throughout the lifecycle of the project.	Required	Compliant	Janison confirms that we will be in attendance at all status meetings for the duration of the project.
PMC - 5	Project delivery contacts	Prior to execution of the contract the supplier must provide a list of contacts that will be involved in the management of the project. This includes contacts which will serve as escalations within the supplier's organisation.	Required	Compliant	Janison will provide the department with a list of contacts which will serve as escalations within the supplier's organisation.
PMC - 6	Management meetings	Managers within the supplier's organisation that will be responsible for the overall delivery should be available to attend meetings with the Department management team, or as otherwise required to resolve any issues surrounding the delivery of the scope of work. The supplier will be required to provide the Department with an update on any outstanding issues including plans on how and when those outstanding issues will be resolved.	Required	Compliant	Janison confirm that Managers that are responsible for the overall delivery of the project will be available to attend meetings with the Departments management team, or as otherwise required to resolve any issues surrounding the delivery of the
<b>VS. Vendor Support</b>					
VS - 1	Vendor support	The successful suppliers will be required to provide full technical support for their hardware and software, including direct access to senior technical support staff and software developers during the development process, and through the warranty period  Provide technical assistance to help the Department in resolving issues with integration of the respondent-supplied system into the Department infrastructure  The successful respondents must provide comprehensive "train the trainer" product training at both a user level and a maintenance engineer level. Respondents should allow for running up to two courses of small groups for each level Provide full technical support for their hardware and software during normal AEST business hours  The units and costings supplied by respondents must include guaranteed support for ongoing maintenance for a period of 5 years from the date of contract	Required	Compliant	Janison will provide full technical support for the duration of the agreement. Direct access to senior technical support staff and software developers during the development process and warranty period can be arranged if approved by the project manager. Janison will provide all train-the-trainer product training required for support, administration and invigilation staff.
<b>SF. Security and Fraud</b>					
SF - 1	General security of sensitive material	The high-profile nature of the placement process into selective high schools and opportunity classes requires that: *All data and test material related to, generated or used by this project is to be kept secure at all times before and after the test date *Facilities, procedures, equipment and practices will be established and maintained to ensure that all printed materials and data are physically and electronically secure at all times. *All spillage, overs, damaged film, disks, tapes or plates will be kept securely in the Supplier's premises. Upon completion all such material will be destroyed under secure conditions or returned to the Department as instructed. *Back-ups of data relating to the project are to be carried out daily and encrypted.	Required	Compliant	Janison has established an information security management system based on the globally recognised ISO 27001 Standard to protect information. Janison is also an ISO 27001 certified organisation.
SF - 2	Media contact	The undertaking of these tests is highly sensitive, and as part of the probity and security required, no contact with any media organisation can be allowed before, during, or after the test has been completed.	Required	Compliant	Janison complies with this requirement.
SF - 3	Confidentiality and probity	The supplier and supplier's employee(s) will ensure total probity on all work. All supplier's and/or sub-contracted supplier's staff are to sign confidentiality agreements, declare annually there is no conflicts of interest with any commercial, family or personal connections (including that of children sitting the placement tests) and ensure that privacy legislation is adhered to and regulations are followed.	Required	Compliant	All parties involved in the delivery of the services will have a signed NDA in place.
SF - 4	Security breach	If the supplier's security is breached and information is leaked into the public domain resulting in the test being cancelled and rescheduled, then the supplier will be responsible for all costs. A contingency plan is required for leaked test content.	Required	Compliant	Janison should only be liable for costs to the extent that the security breach or information leak was proven that it was Janison's fault. We would have a
SF - 5	Fraud detection	The supplier will have methods to automatically detect fraud. e.g. statistical anomalies, computer test questions are answered correctly and too quickly.	Required	Partially compliant	
SF - 6	Student identification	Support both manual or automatic identification and authentication of students sitting the placement tests and/or cases of malpractice (collusion or cheating).	Required	Partially compliant	
SF - 7	Security standard compliance	The respondent will be compliant with industry security standard ISO-27001 or similar.	Required	Compliant	Janison is an ISO 27001 certified organisation.
SF - 8	Personal identifiable information	When the Department's Personal Identifiable Information is shared with the supplier, the supplier must comply with the relevant Australian Privacy Principles APP 6 and 11 and confirm they will take the "Reasonable steps" defined to protect Department data from theft, loss, unauthorised disclosure etc. Refer to the links below for reference to the "NSW Privacy Act" and Office of the Australian Information Commissioner for security controls guidelines - "Reasonable Steps to Protect Personal Information".  <a href="http://www8.austlii.edu.au/cgi-bin/viewdb/au/legis/nsw/consol_act/papipa1998464/">http://www8.austlii.edu.au/cgi-bin/viewdb/au/legis/nsw/consol_act/papipa1998464/</a> <a href="https://www.oaic.gov.au/images/documents/privacy/privacy-guides/information-security-guide-2013_WEB.pdf">https://www.oaic.gov.au/images/documents/privacy/privacy-guides/information-security-guide-2013_WEB.pdf</a>	Required	Compliant	Janison is compliant with both the NSW Privacy Act and Australian Privacy Act.
SF - 9	Child protection	The supplier will comply with child protection legislation and policy. e.g. supplier staff who work with children (or their data) are subject to screening processes to protect children.	Required	Compliant	WWCC will be completed for Janison employees who work with children or their data in delivering this project.



BUREAU  
VERITAS

Bureau Veritas Certification

# JANISON SOLUTIONS PTY. LTD.

HEAD OFFICE: 80 BAY ST., NSW - 2007, AUSTRALIA

This is a multi-site certificate, additional site s are listed on the next page s  
*Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below*

## ISO/IEC 27001:2013

*Scope of certification*

**THE INFORMATION SECURITY MANAGEMENT SYSTEM ISMS OF JANISON COVERS THE DEVELOPMENT, OPERATIONS AND MAINTENANCE PROCESSES SUPPORTING THE ONLINE ASSESSMENT AND LEARNING SOLUTIONS JANISON PROVIDES TO ITS CUSTOMERS.**

**STATEMENT OF APPLICABILITY: RISK REGISTER VER 2.0, RELEASED ON 21/5/21**

Original cycle start date: 12-08-2021

Expiry Date of Previous Cycle: NA

Certification / Recertification Audit date: 04-06-2021

Certification / Recertification cycle start date: 12-08-2021

Sub ect to the continued satisfactory operation of the organization s Management System, this certificate expires on: 11-08-2024

Certificate No.: PH000388      Version: 1      Issue Date: 12-08-2021

*Signed on behalf of BVCH SAS UK Branch*



0008

**Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom**  
**Local Office: 32F Philam Life Tower, 8767 Paseo de Roxas, Makati City, Philippines**

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +632 8256-8467





**BUREAU  
VERITAS**

Bureau Veritas Certification

# JANISON SOLUTIONS PTY. LTD.

## ISO/IEC 27001:2013

### Scope of certification

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Certificate No.: PH000388

Version: 1

Issue Date:

12-08-2021

*Signed on behalf of BVCH SAS UK Branch*



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**JANISON SOLUTIONS PTY. LTD.****BUREAU  
VERITAS****Bureau Veritas Certification**

*Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below*

**ISO/IEC 27001:2013***Scope of certification*

*The following site is part of the Management System of the above organization:*

**JANISON SOLUTIONS PTY. LTD.**

HEAD OFFICE: 80 BAY ST., NSW - 2007, AUSTRALIA

*THE INFORMATION SECURITY MANAGEMENT SYSTEM ISMS OF JANISON COVERS THE DEVELOPMENT, OPERATIONS AND MAINTENANCE PROCESSES SUPPORTING THE ONLINE ASSESSMENT AND LEARNING SOLUTIONS JANISON PROVIDES TO ITS CUSTOMERS.*

*STATEMENT OF APPLICABILITY: RISK REGISTER VER 2.0, RELEASED ON 21/5/21*

Certificate No.: PH000388-001

Version: 1

Issue Date:

12-08-2021

*The validity of this certificate depends on the validity of the main certificate, which expires on: 11-08-2024*

*Signed on behalf of BVCH SAS UK Branch*



0008

**Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom**  
**Local Office: 32F Philam Life Tower, 8767 Paseo de Roxas, Makati City, Philippines**

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +632 8256-8467





**JANISON SOLUTIONS PTY. LTD.****BUREAU  
VERITAS****Bureau Veritas Certification**

*Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below*

**ISO/IEC 27001:2013***Scope of certification*

*The following site is part of the Management System of the above organization:*

**SITE 1**

**JANISON COFFS HARBOUR: 394 HARBOUR DRIVE, COFFS HARBOUR, NSW - 2450, AUSTRALIA**

**WORKING AREA**

**STATEMENT OF APPLICABILITY: RISK REGISTER VER 2.0, RELEASED ON 21/5/21**

**Certificate No.: PH000388-002****Version: 1****Issue Date:****12-08-2021**

*The validity of this certificate depends on the validity of the main certificate, which expires on: 11-08-2024*

**Signed on behalf of BVCH SAS UK Branch**

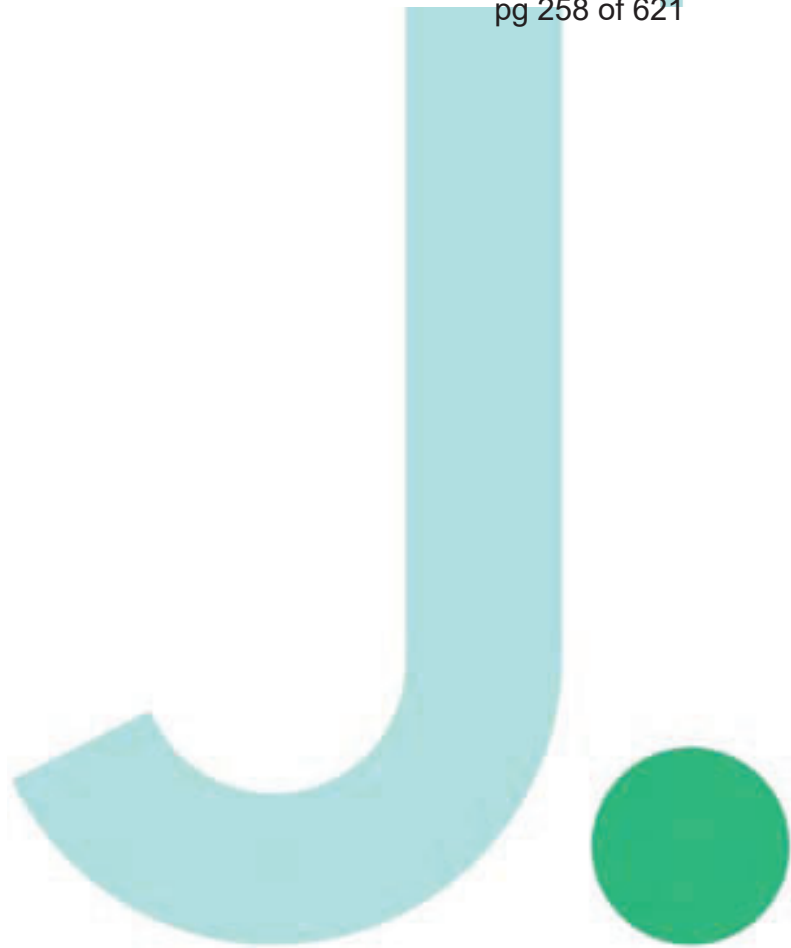


0008

**Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom**  
**Local Office: 32F Philam Life Tower, 8767 Paseo de Roxas, Makati City, Philippines**

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +632 8256-8467





**Janison.**

Modern Slavery and Human Trafficking Policy



## MODERN SLAVERY AND HUMAN TRAFFICKING POLICY

*Every 4 seconds someone in the world becomes a slave.*

### INTRODUCTION

The Janison Education Group Limited ('Janison') is committed to acting ethically and with integrity in all our business dealings and relationships. To that end we intend to pursue best practices to combat slavery in all forms and to take a zero-tolerance approach to modern slavery. We are committed to implementing and enforcing robust systems and controls to ensure that there is no slavery or human trafficking in our own business or in our supply chains.

Janison is also committed to ensuring that there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains. We expect the same high standards from all of our contractors, suppliers and other business partners.

This Policy sets out our overall approach to the fight against modern slavery and human trafficking.

### JANISON'S STRUCTURE

Janison is a provider of innovative learning and assessment solutions in the information technology sector. The Janison Education Group is the 100% owner of Janison Solutions Pty Ltd, LTC Holdco Pty Ltd and Janison Asia Pte Ltd. We have our head office in Australia with over 180 employees worldwide. We provide our services to over 100 countries around the globe.

Janison has a global annual revenue of \$A30 million.

Our supply chains include the services provided by external exam supervisors, test developers, software developers, content writers and designers, cloud hosting providers, and also include the provision of office services and supplies, such as cleaning and IT equipment.

### WHAT IS MEANT BY MODERN SLAVERY

- Modern slavery is a crime and a fundamental violation of basic human rights. It takes various forms including slavery, servitude, forced or compulsory labour and human trafficking all of which have in common the deprivation of a person's liberty in order to exploit them for personal or commercial gain.
- In all cases, some of the most vulnerable people in society are stripped of their dignity and basic freedoms and forced to work for someone else's gain or benefit.

### POLICY STATEMENT

- Janison is committed to taking steps to ensure that modern slavery is not taking place:



- in any part of our own business; and
- in any of our supply chains.
- Janison expects all members of staff:
  - to work with us as we take these steps;
  - to remain vigilant in identifying circumstances where there is a risk that modern slavery might be occurring in any part of our business or in any of our supply chains;
  - to report any such circumstances to senior management in full and without delay; and
  - to conduct their own personal and domestic affairs in such a way to ensure that they are in no way connected with modern slavery either through the commission of a criminal offence or through actions or omissions that might bring themselves and Janison into disrepute.
- For the purposes of this Policy, "members of staff" means all persons working for or with Janison in any capacity including: officers and directors, employees, workers, contractors, secondees, interns, agents, consultants and agency workers.
- Janison expects the same standards from all of its contractors, suppliers and other business partners. We will seek to ensure, where reasonably practicable, that our contractors, suppliers and other business partners are contractually obliged to comply with terms that reflect the spirit and intention of this Policy in their own businesses and in their own supply chains in support of the general eradication of modern slavery.
- Janison will from time to time assess and review the risk that modern slavery may be occurring in any part of our own business and in any of our supply chains. In light of any such risk assessments we may from time to time seek specific reassurances from our contractors, suppliers and other business partners; and we will seek to carry out due diligence or specific audits either ourselves or through third parties to satisfy ourselves that modern slavery is not occurring.
- Janison is committed to transparency in our approach to tackling modern slavery consistent with the principles set out in the Modern Slavery Act 2018 (Cth) and the Modern Slavery Act 2018 (NSW). Due to the extent of our global network we will also comply, as required, with the U.K. Modern Slavery Act 2015.

## **DUE DILIGENCE PROCESSES FOR SLAVERY**

We have, or intend to, put in place systems to:

- Identify and assess potential risk areas in our supply chains.
- Mitigate the risk of slavery occurring in our supply chains.
- Monitor potential risk areas in our supply chains.
- Protect whistle-blowers.

As part of our initiative to identify modern slavery and mitigate associated risks in our business and supply chain, we intend to:



- Review our existing suppliers on a periodic basis.
- Map the supply chain broadly to assess particular products or geographical risks relating modern slavery and human trafficking
- Evaluate the modern slavery and human trafficking risks of each new supplier
- Conduct supplier audits or assessments which have a greater degree of focus on slavery and human trafficking where general risks are identified.

## **SUPPLIER ADHERENCE TO OUR VALUES AND ETHICS**

We have zero tolerance of slavery. To ensure all those in our supply chain and contractors comply with our ethics we intend to put in place a supply chain compliance programme. This will consist of establishing a dedicated compliance team which will comprise representatives from the following departments:

- Legal.
- Finance.
- Human resources.
- Procurement.
- Sales.

## **TRAINING**

As well as providing annual training to relevant members of staff responsible for compliance with this Policy, Janison intends circulating information to employees to raise awareness of modern slavery issues. The aim of the training will be to explain:

- The basic principles of the Australian Commonwealth and State Modern Slavery legislation;
- How employees can identify and prevent slavery and human trafficking;
- What employees can do to flag potential slavery and human trafficking issues to the relevant people within Janison; and
- What external help is available, for example, relevant government and independent websites.

## **OUR EFFECTIVENESS IN COMBATING SLAVERY**

Due to the nature of the IT industry, we anticipate that some of our global operations may be susceptible to risks of modern slavery.

We will manage those risks to our organisation by maintaining consistent and high standards of due diligence and risk mitigation processes to monitor for and avoid modern slavery in all environments in which we operate, regardless of whether the environment or the suppliers with whom we work are more or less vulnerable to modern slavery.



## **APPLICATION OF THIS POLICY**

- This Policy applies to all members of staff.
- All members of staff are expected to:
  - read, understand and comply with this Policy; and
  - raise any concerns with the Head of People and Culture. Please also refer to our Whistleblowing Policy about any suspicion that modern slavery might be occurring in any part of our business or in any of our supply chains at the earliest possible opportunity.
- Janison wishes to encourage openness and will support anyone who raises a genuine concern that modern slavery might be taking place in any part of our business or in any of our supply chains, even if that concern ultimately turns out to be mistaken.
- This Policy also reflects the expectations that Janison has of its contractors, suppliers and other business partners.

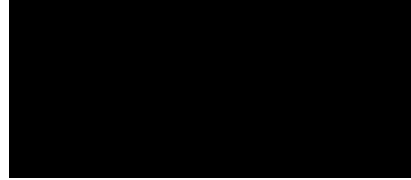
**APPROVED AND ADOPTED – NOVEMBER 2020**  
**REVIEWED – DECEMBER 2021**



## Certificate of Currency

Date of Issue: 3 July 2023

Fuchisa Millevoi  
Janison Solutions Pty Limited  
Level 1 80 Bay Street  
Ultimo NSW 2007



We hereby certify that the under mentioned insurance policy is current as at the date of this certificate, please refer to the important notices below.

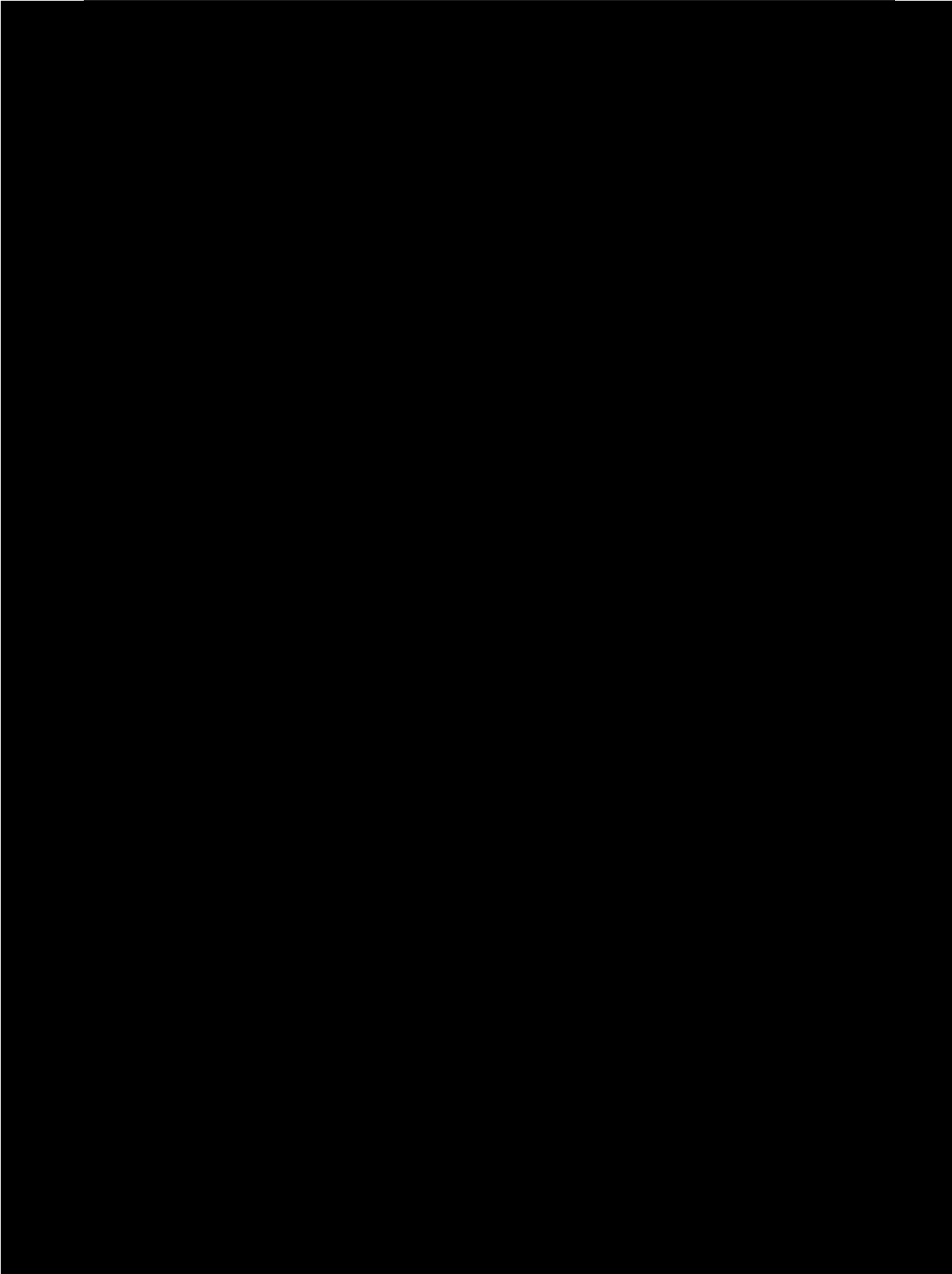
<b>Policy Type</b>	PremierTech
<b>Insured</b>	Janison Solutions Pty Limited, Janison Asia Pte Ltd, Janison Education Inc, & Academic Assessment Services Pty Ltd
<b>Insurer</b>	[REDACTED]
<b>Policy Number(s)</b>	[REDACTED]
<b>Period of Insurance</b>	From: 4.00 pm 30 June 2023 Local Standard Time To: 4.00 pm 30 June 2024 Local Standard Time
<b>Retroactive Date</b>	1. Unlimited, excluding known claims and circumstances for Insuring Clauses 1 and 2, and Unlimited, excluding known claims and circumstances for Insuring Clause 3, for Janison Solutions Pty Ltd; 2. 25/06/2018, excluding known claims and circumstances for Janison Asia Pte Ltd; 3. 19/10/2021 excluding known claims and circumstances for Janison Education Inc.
<b>Limits of Liability</b>	[REDACTED] [REDACTED] [REDACTED]
<b>Deductible</b>	As agreed
<b>Jurisdictional Limit</b>	<b>PI:</b> Worldwide <b>Cyber:</b> Worldwide <b>GL:</b> Worldwide excluding United States of America or Canada, or their territories or possessions except products exported to these territories and any employee whilst temporarily travelling to these territories provided that such employee is ordinarily not a resident within these territories

### Further Information

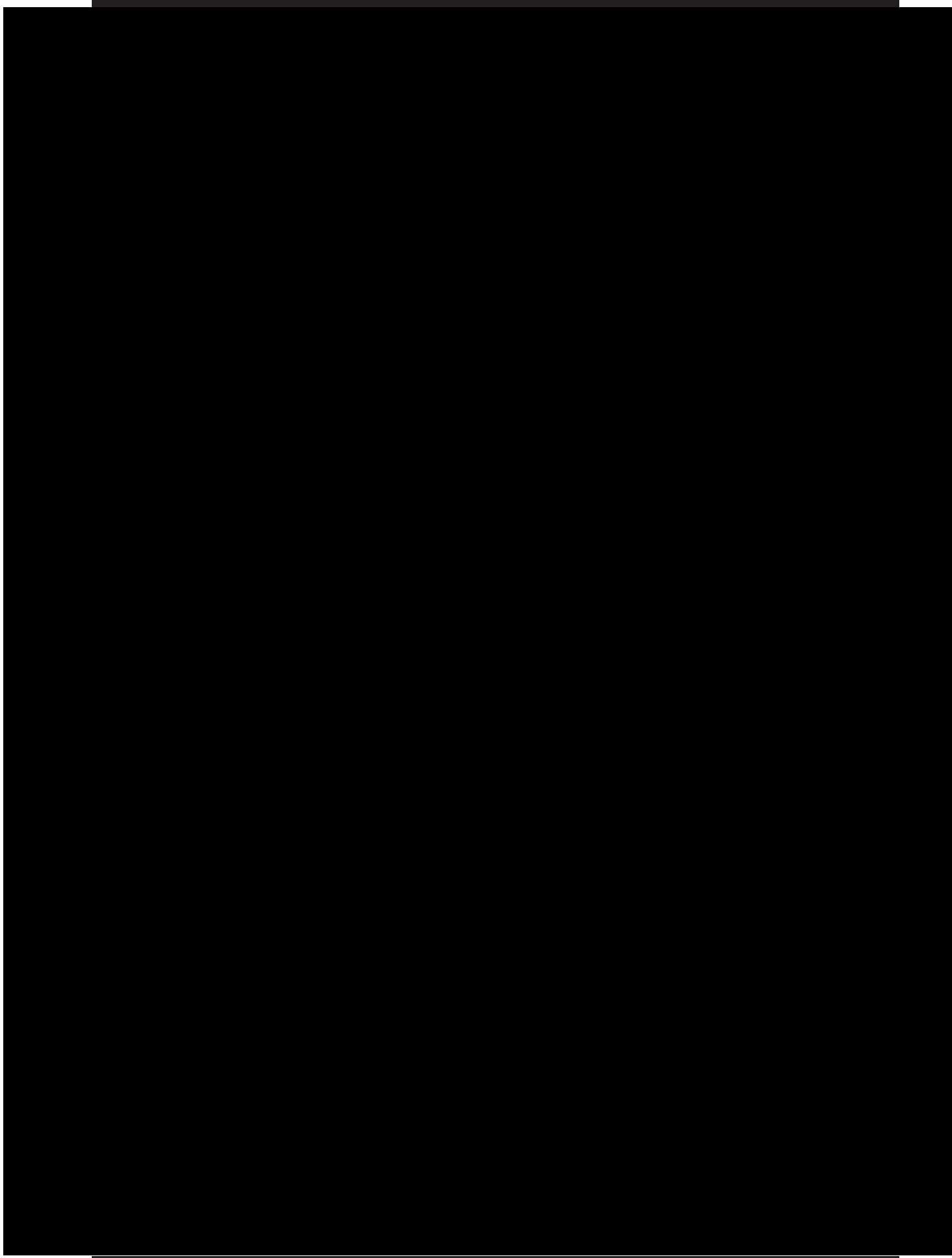
Should you have any queries, please contact us on the details set out at the top of the page.

### Important notes

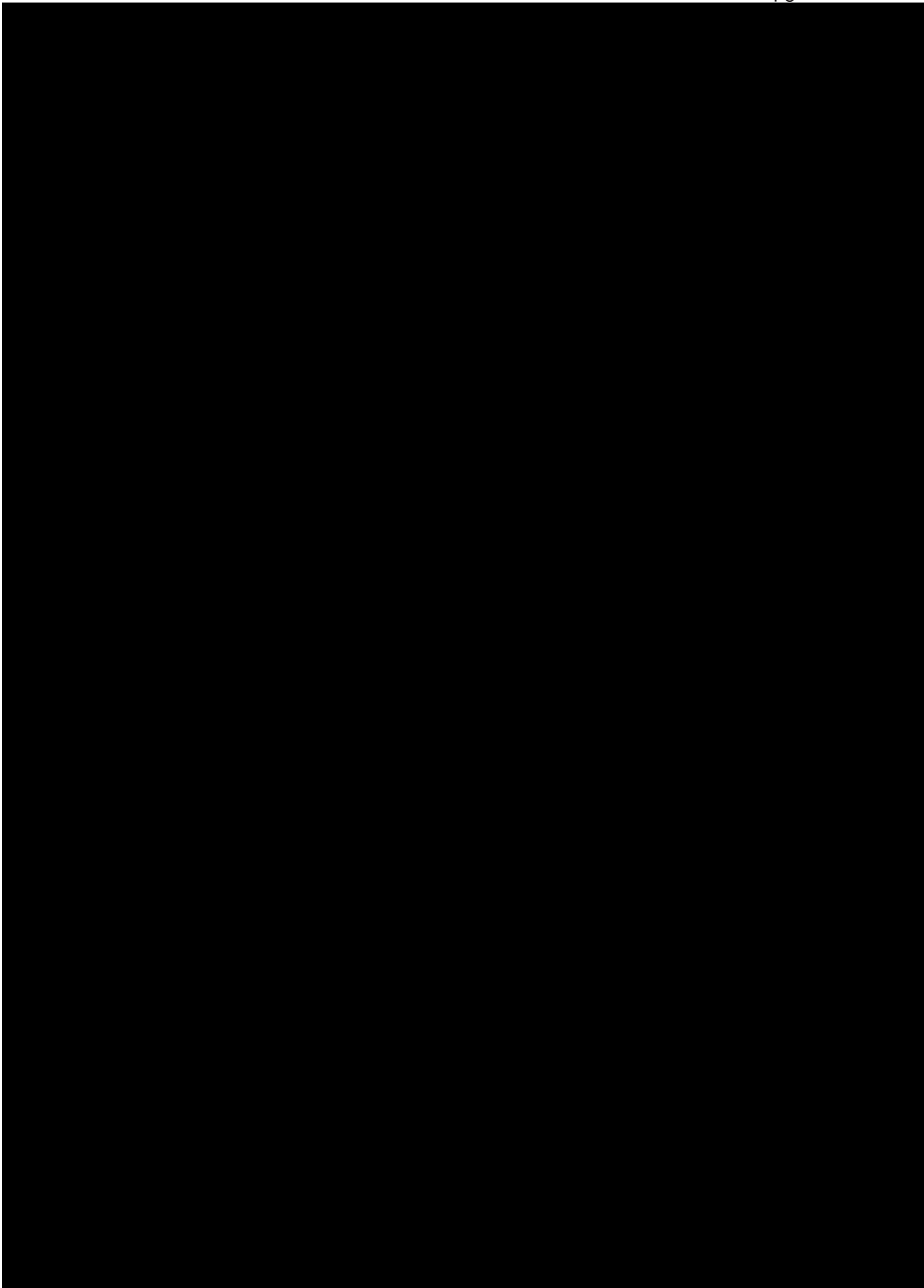
- Aon does not guarantee that the insurance outlined in this Certificate will continue to remain in force for the period referred to as the Policy may be cancelled or altered by either party to the contract, at any time, in accordance with the terms of the Policy and the Insurance Contracts Act 1984 (Cth).
- Aon accepts no responsibility or liability to advise any party who may be relying on this Certificate of such alteration to or cancellation of the Policy.
- Subject to full payment of premium
- This certificate does not:
  - represent an insurance contract or confer rights to the recipient;
  - amend, extend or alter the Policy; or
  - contain the full policy terms and conditions

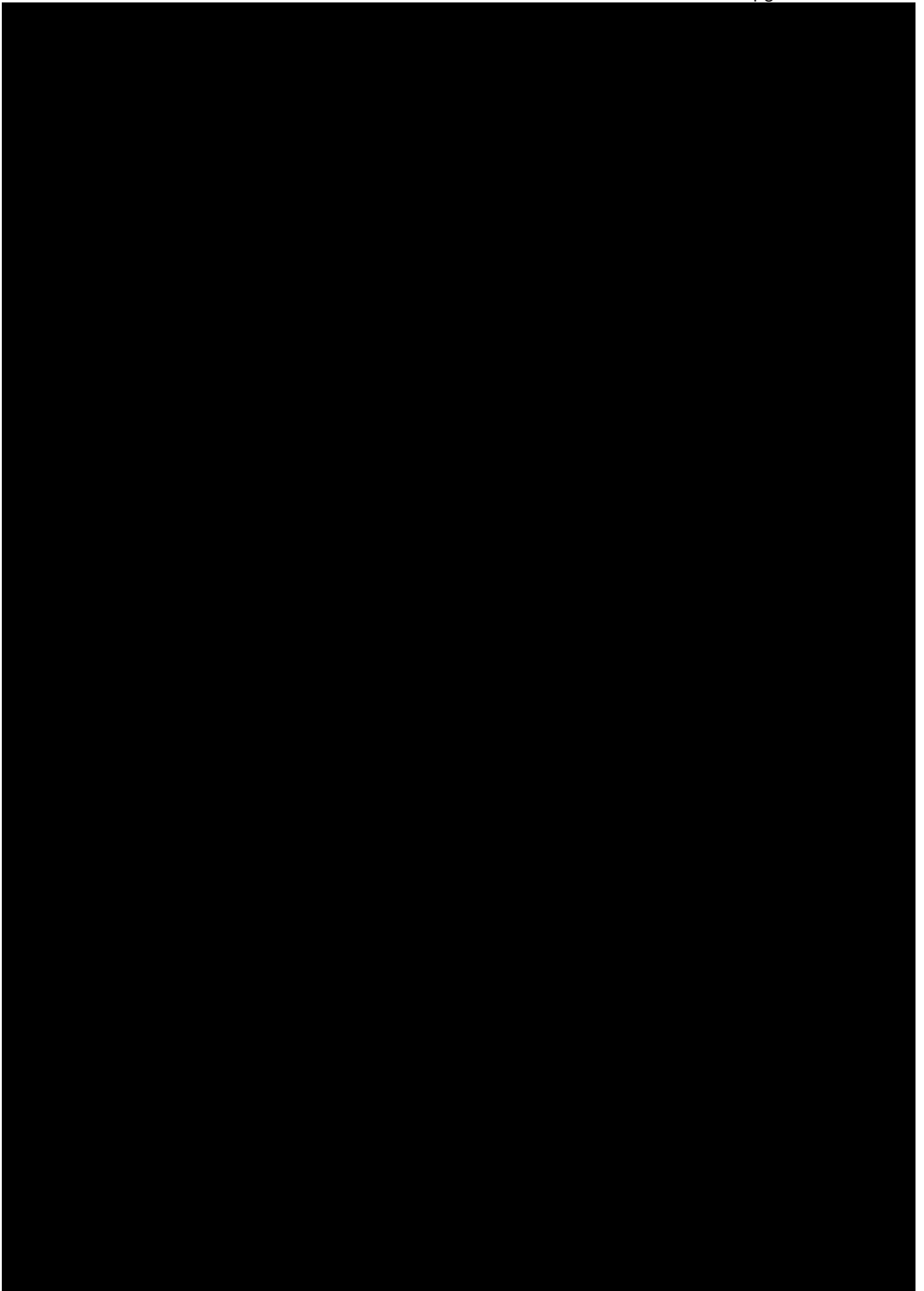


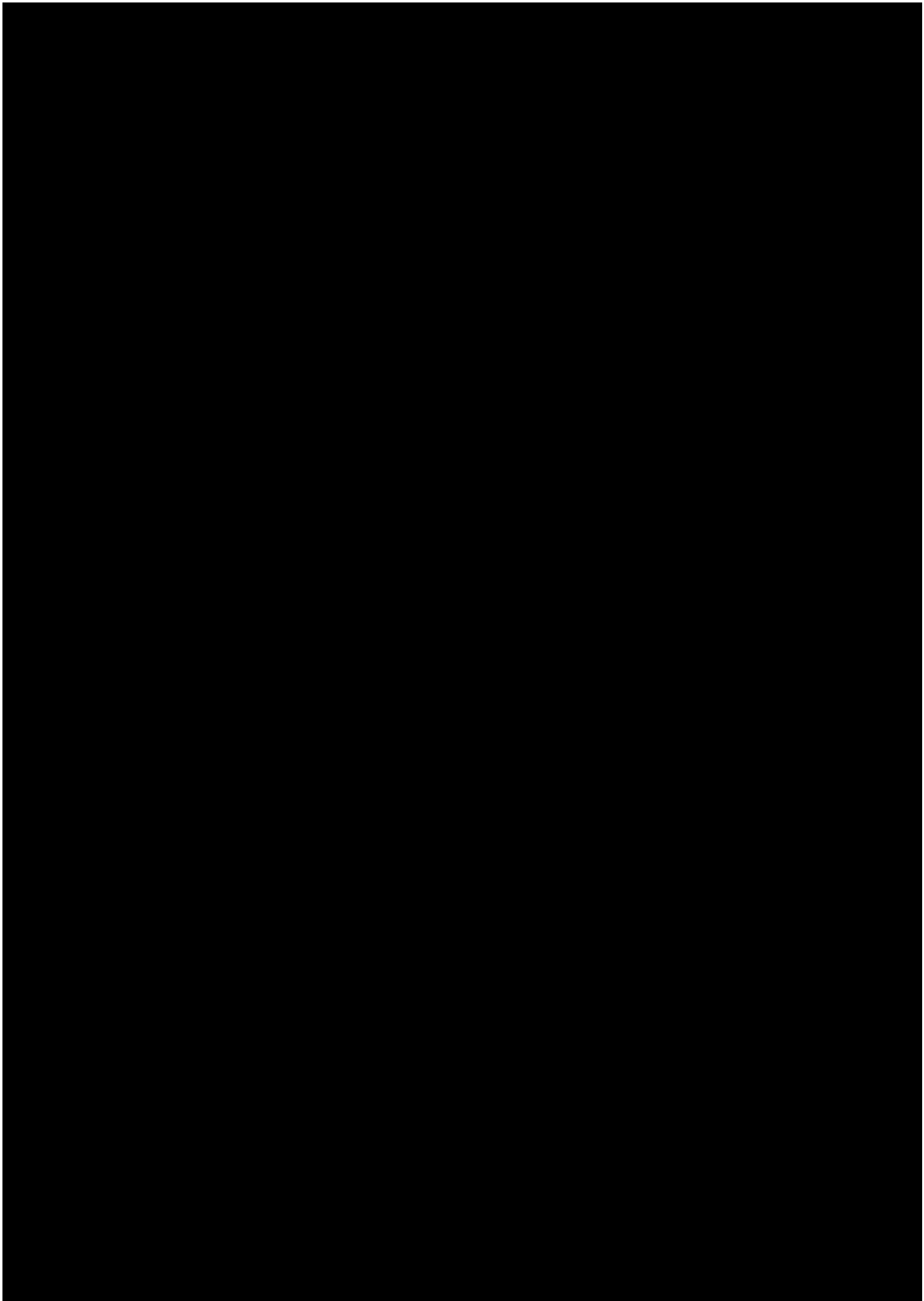


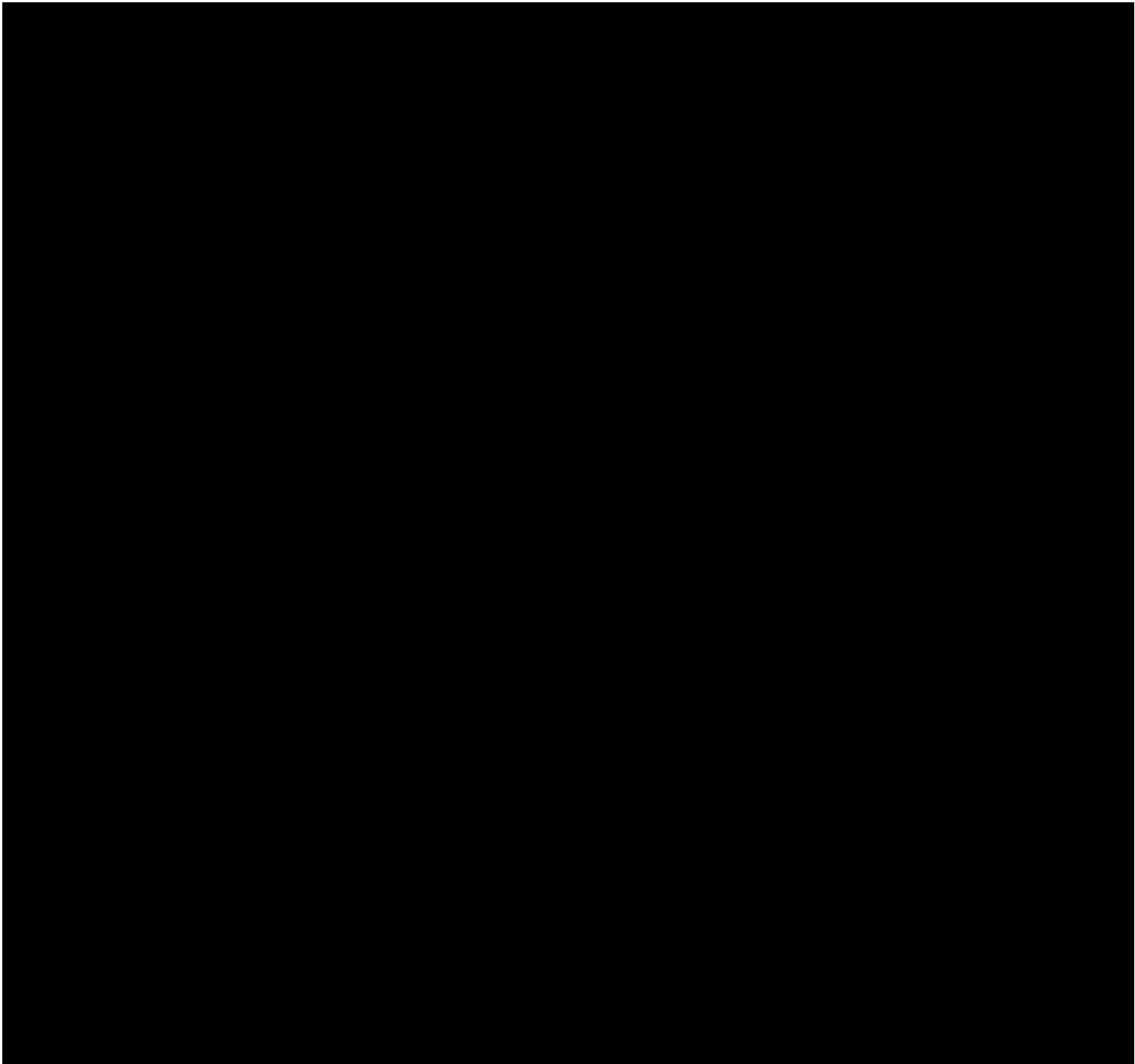


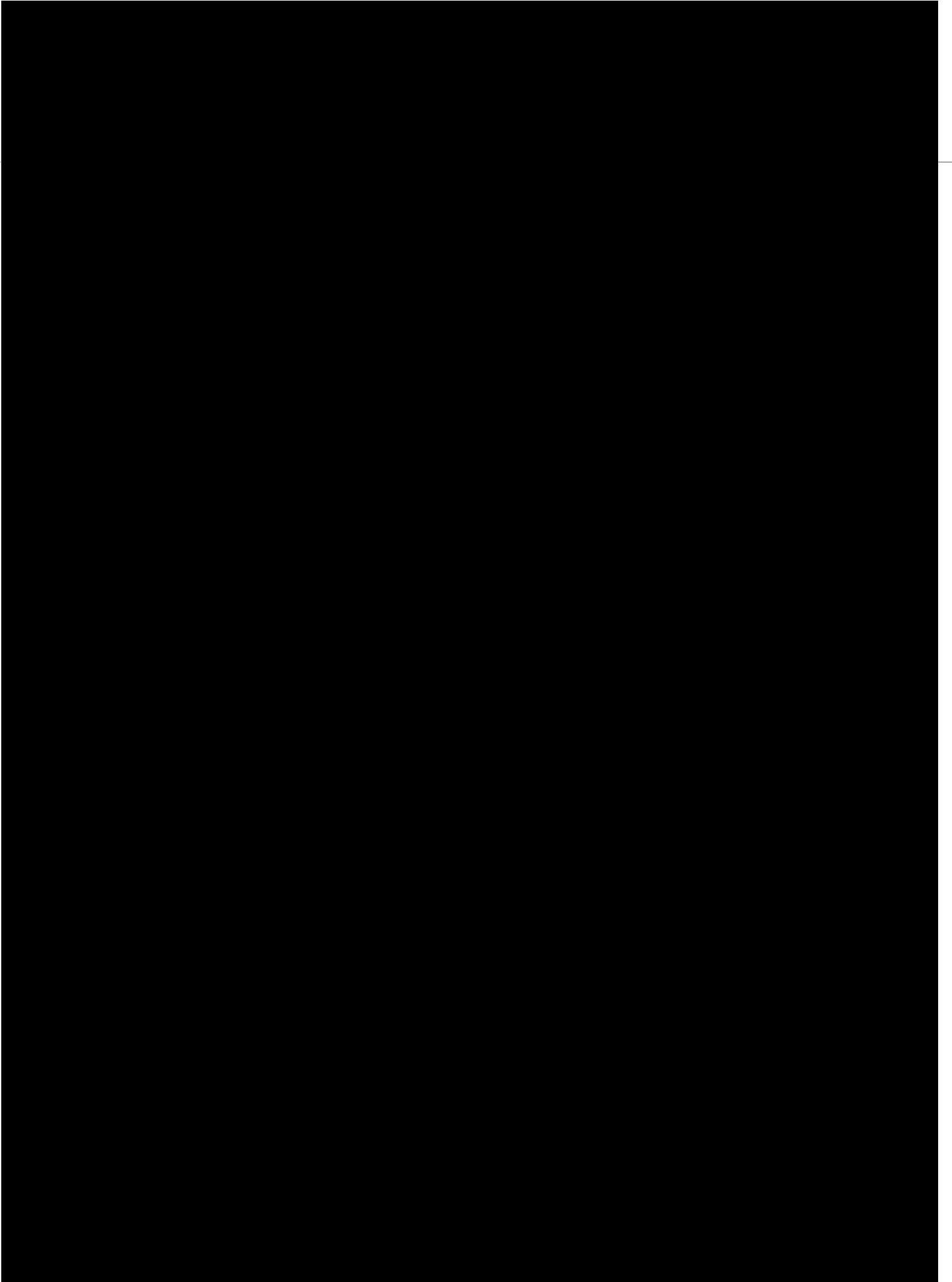


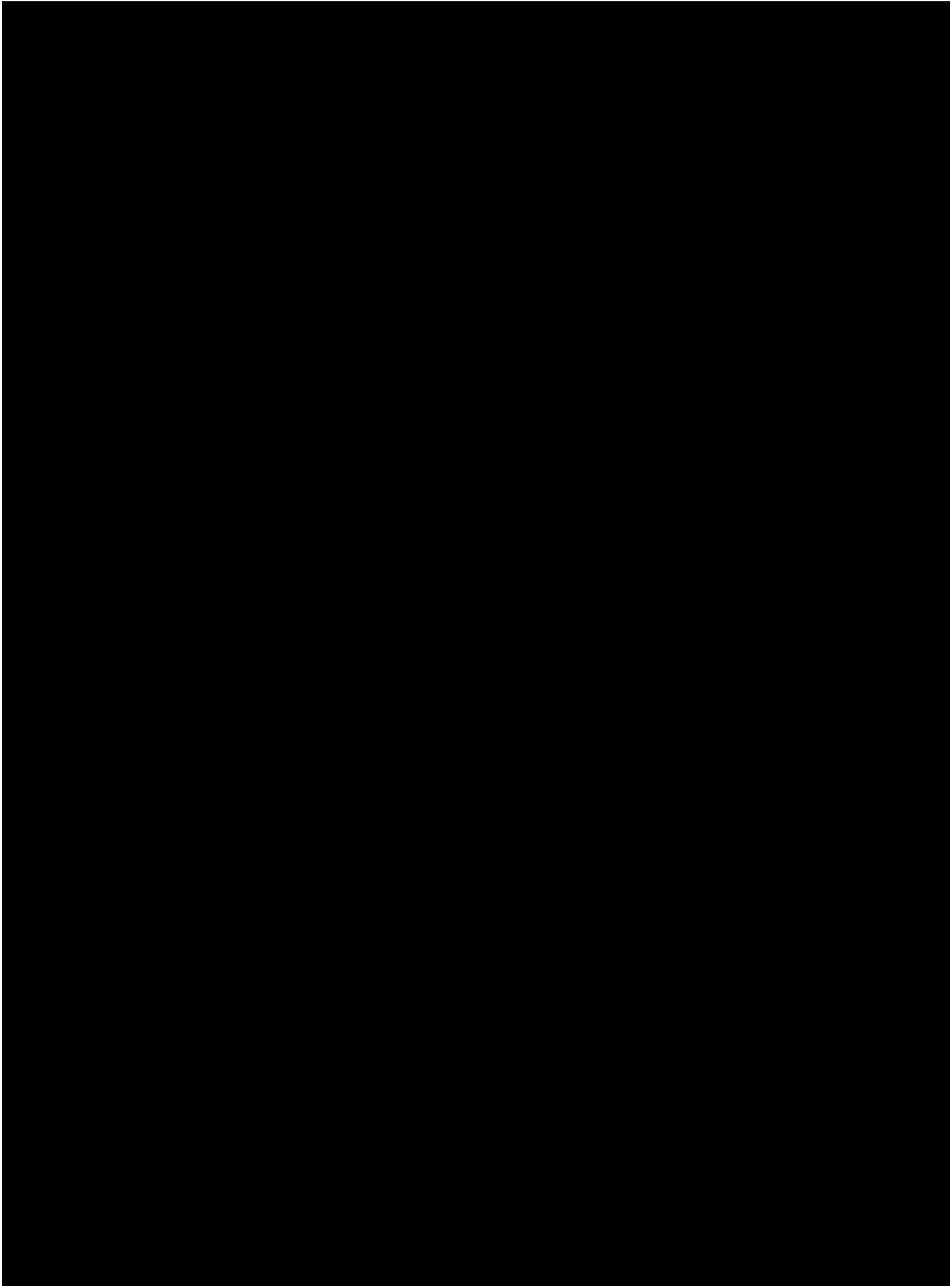




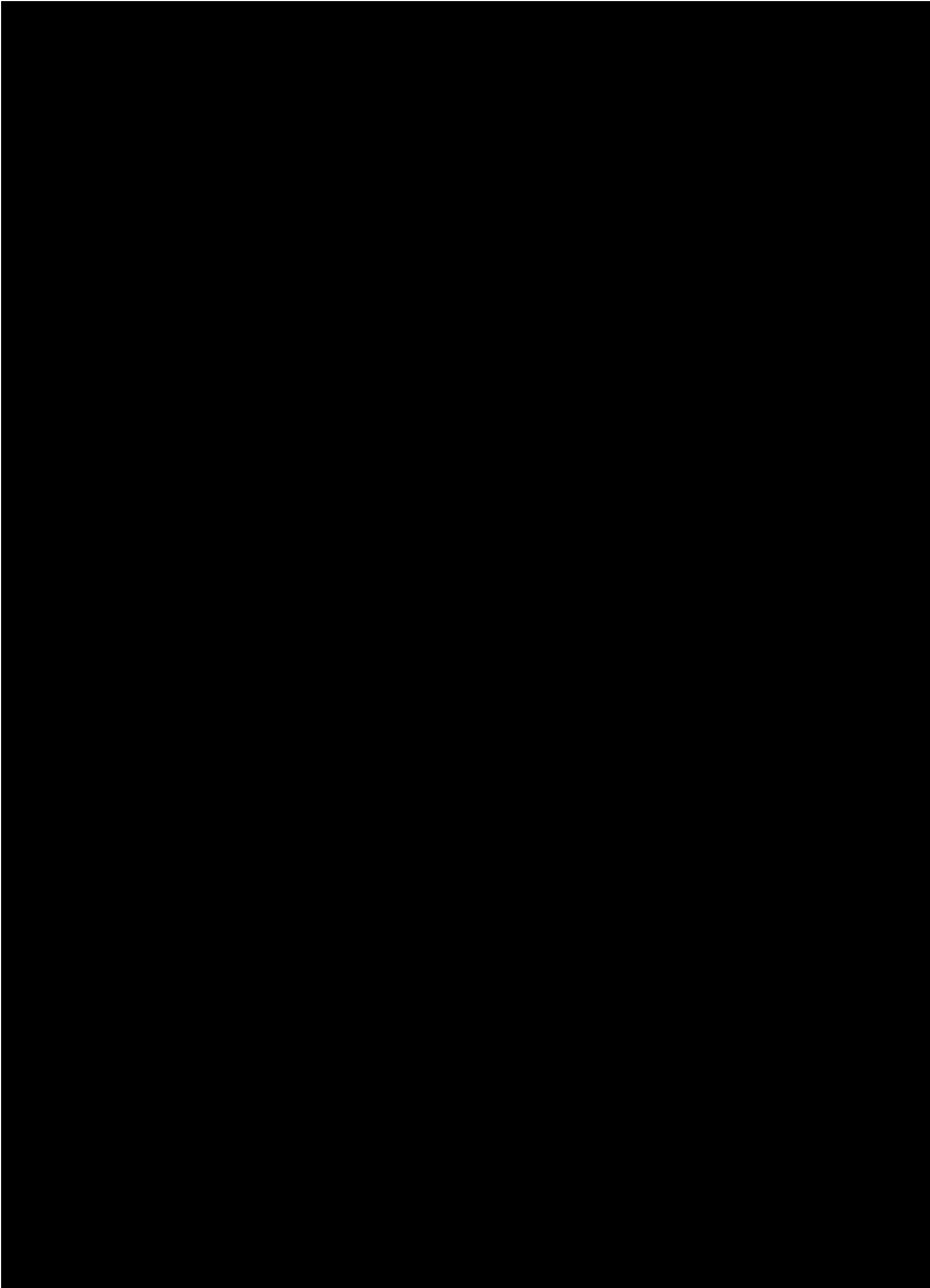


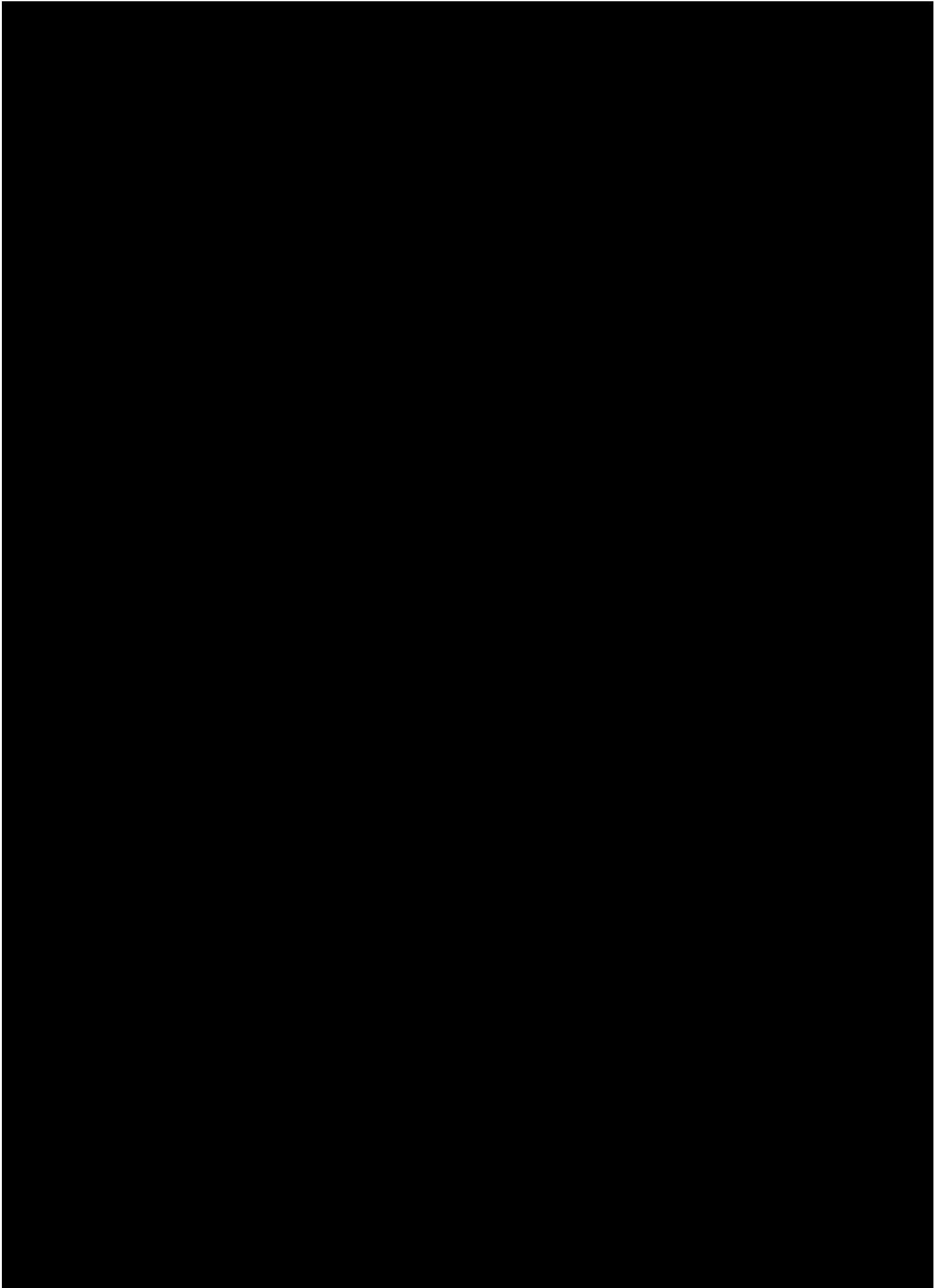


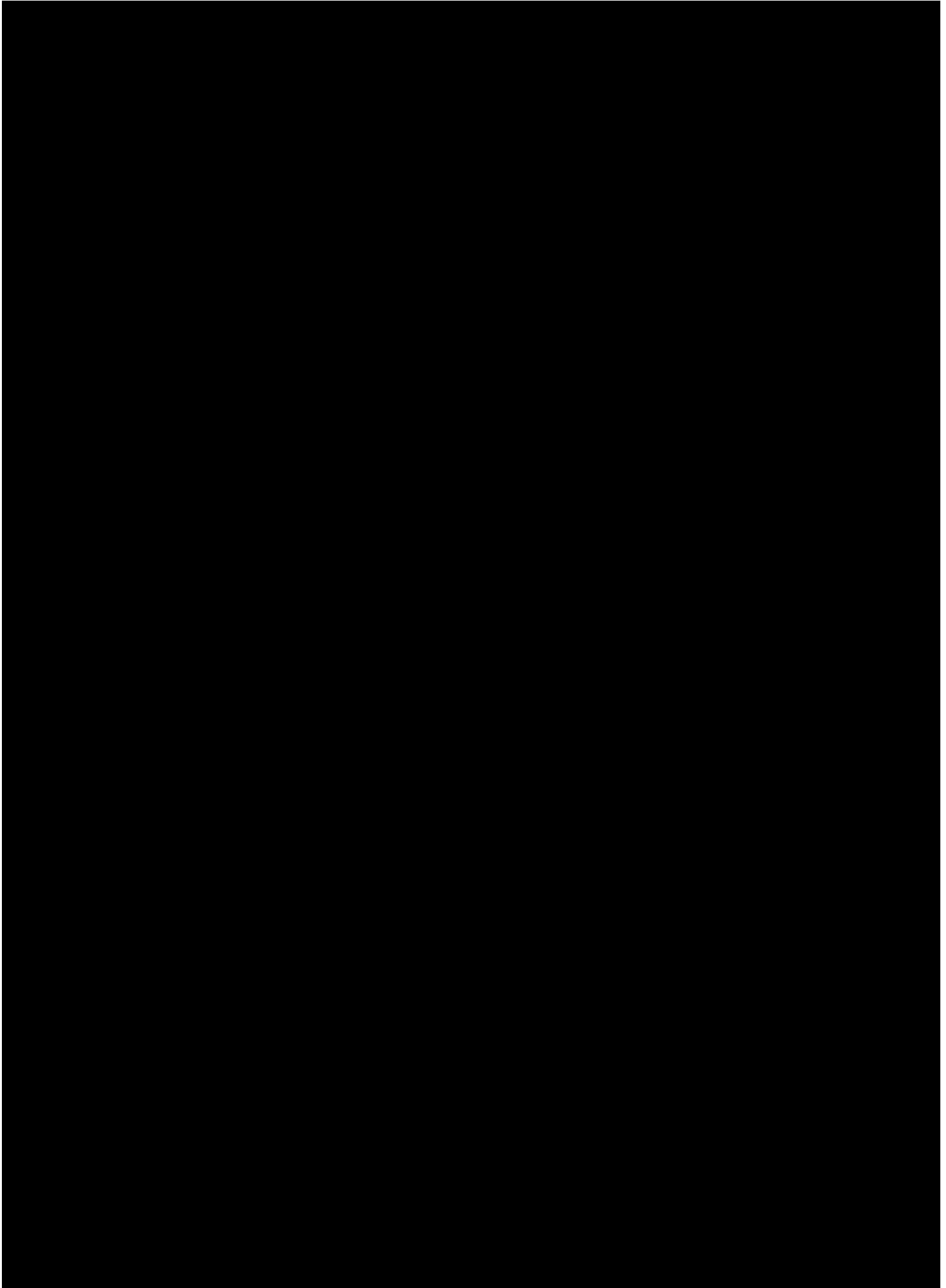


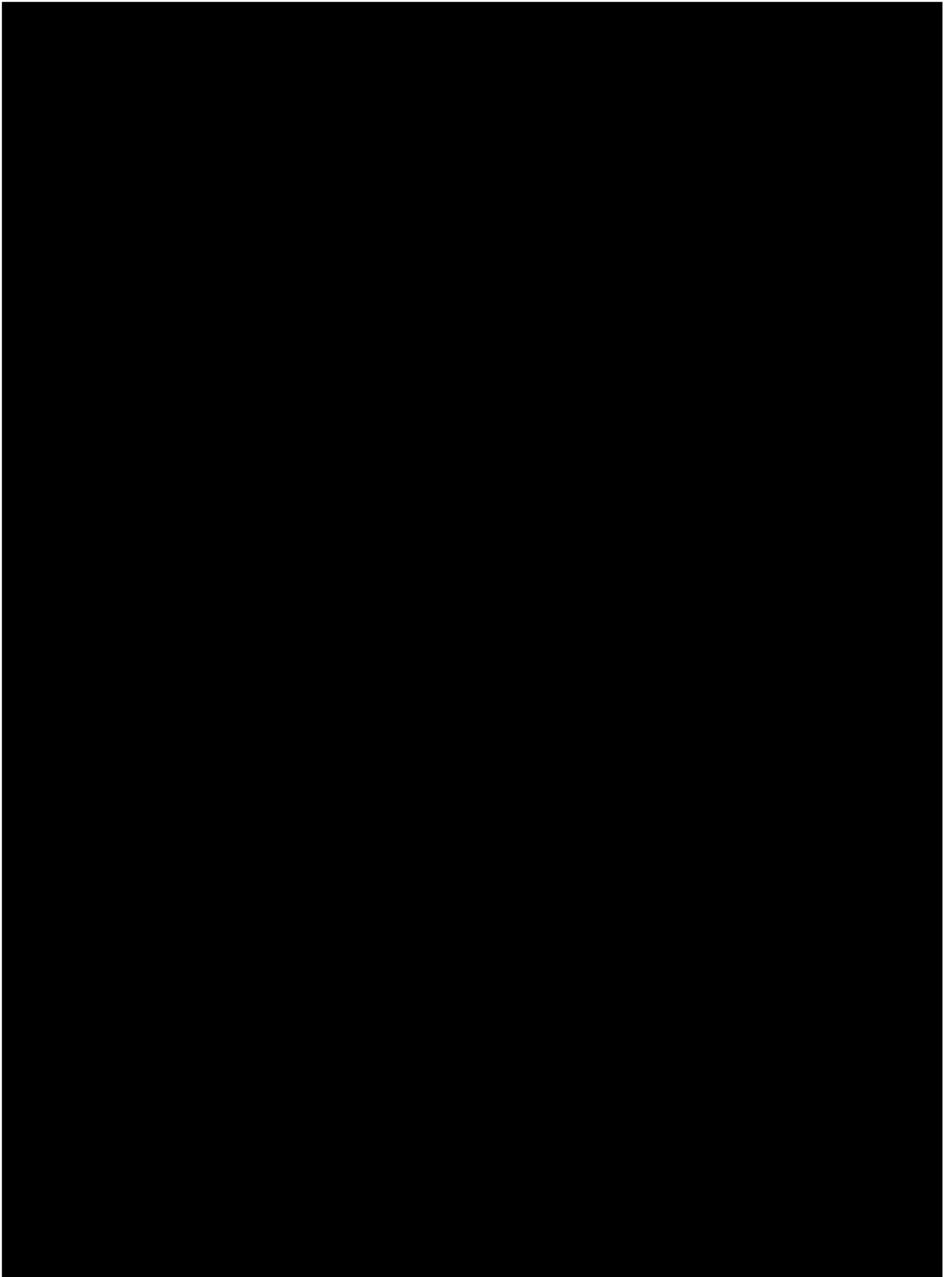


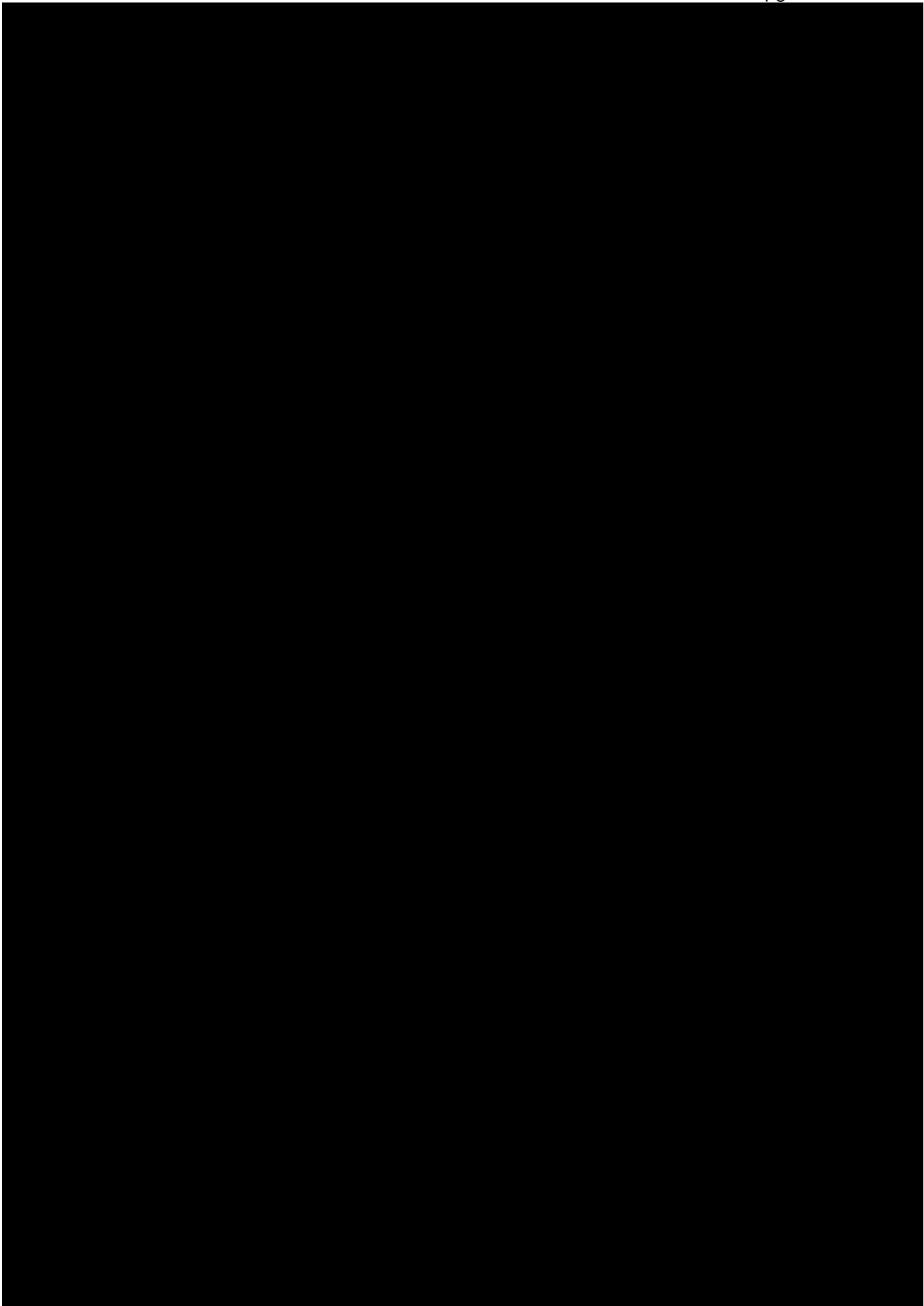


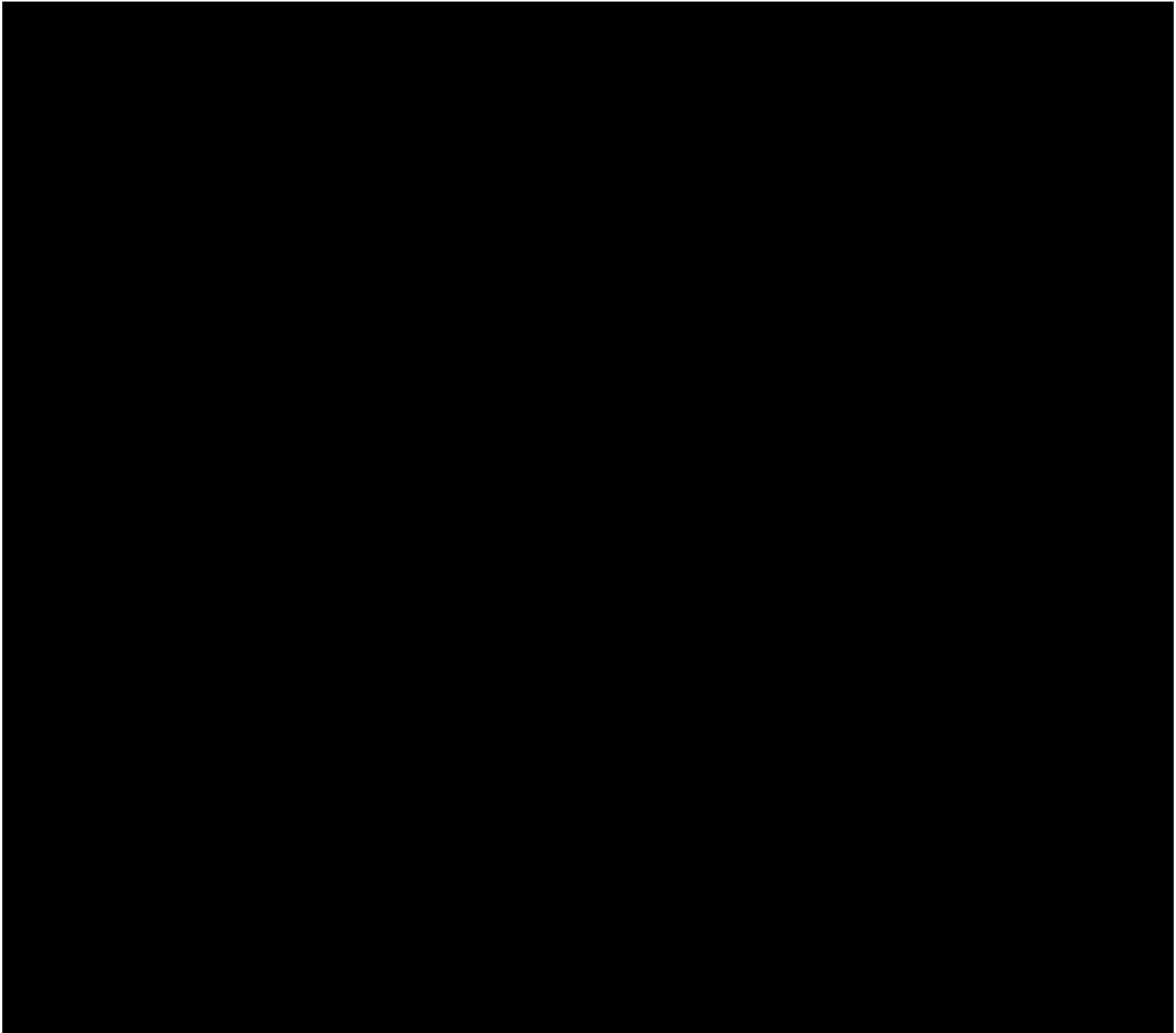


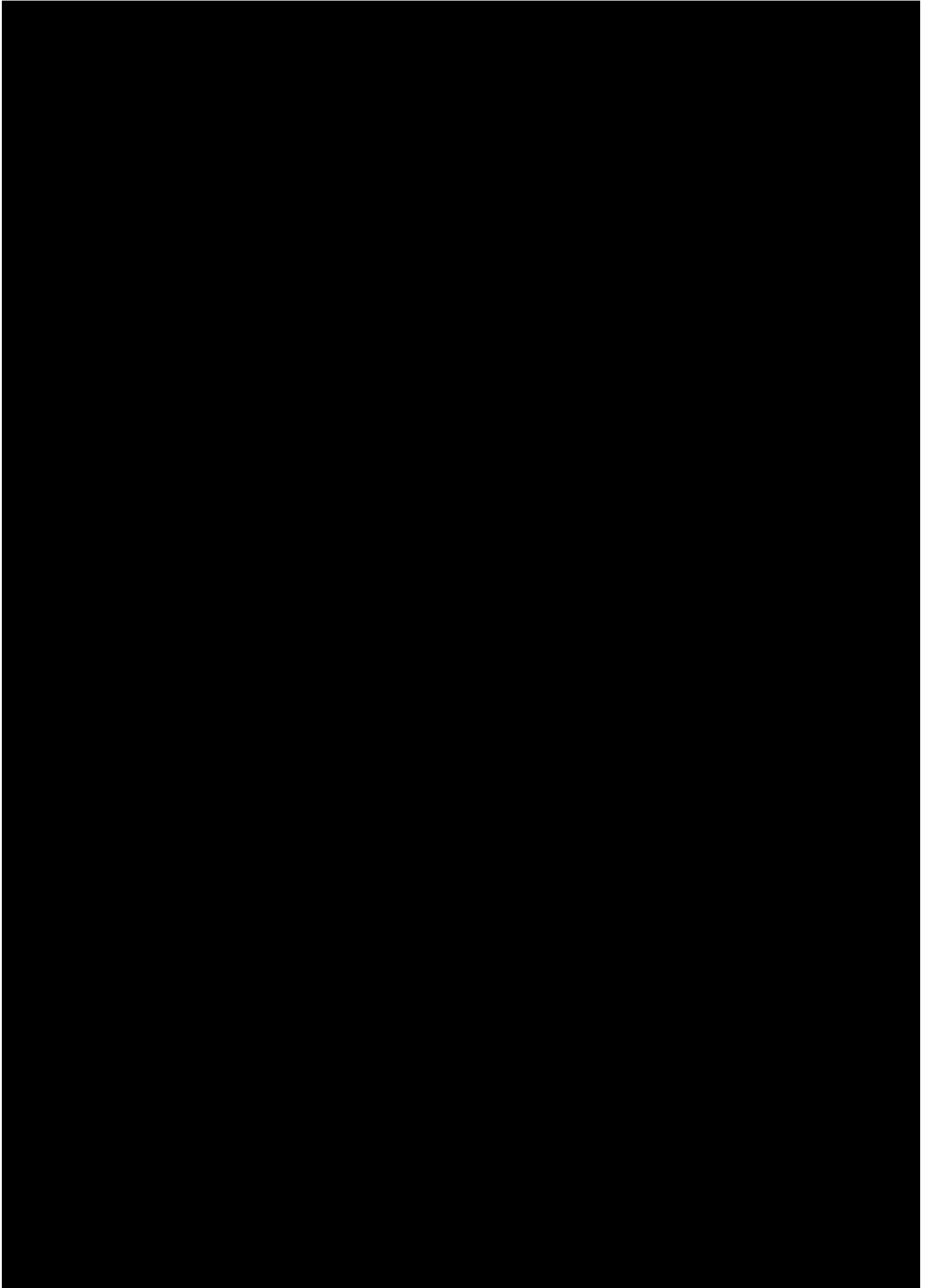


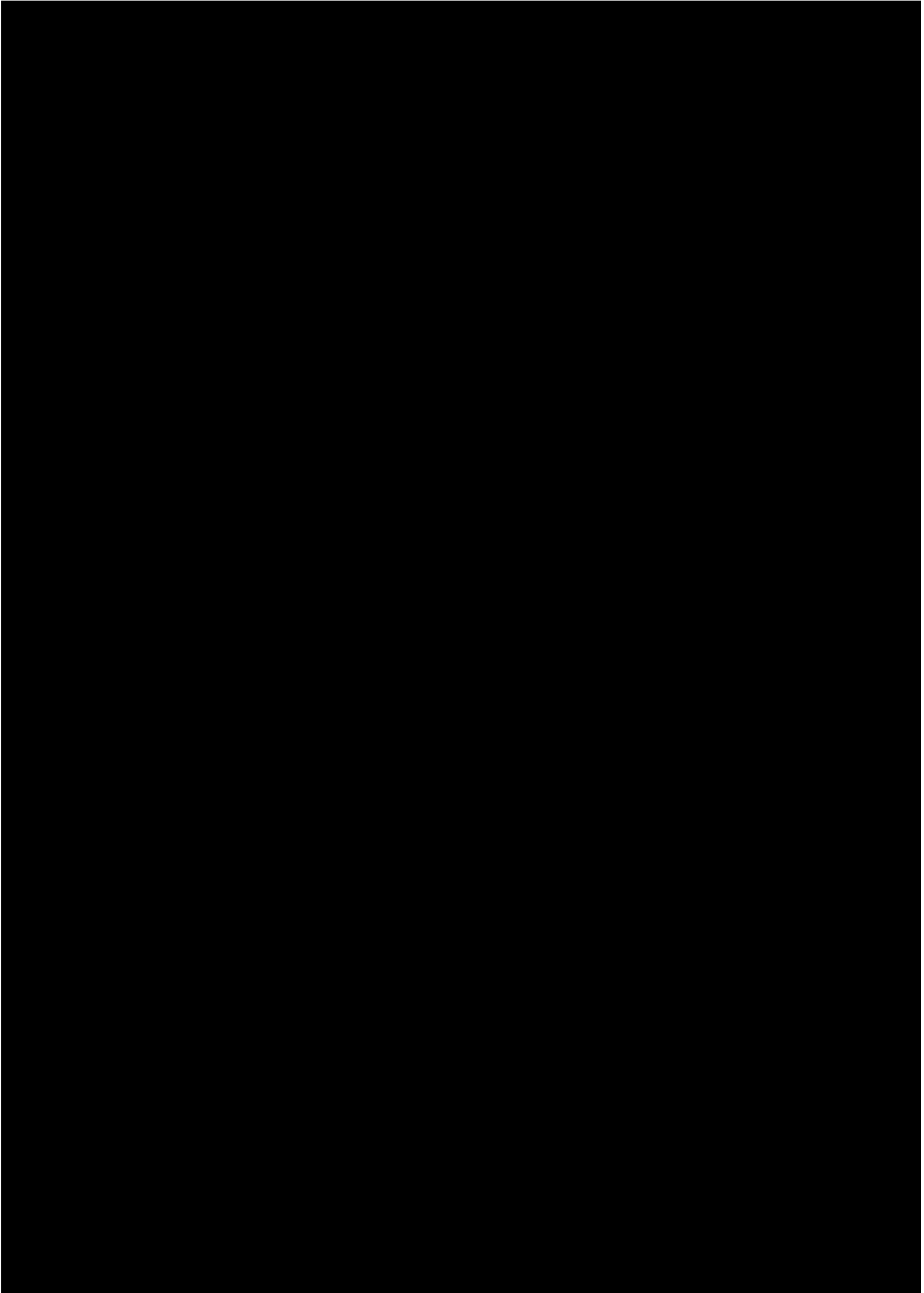




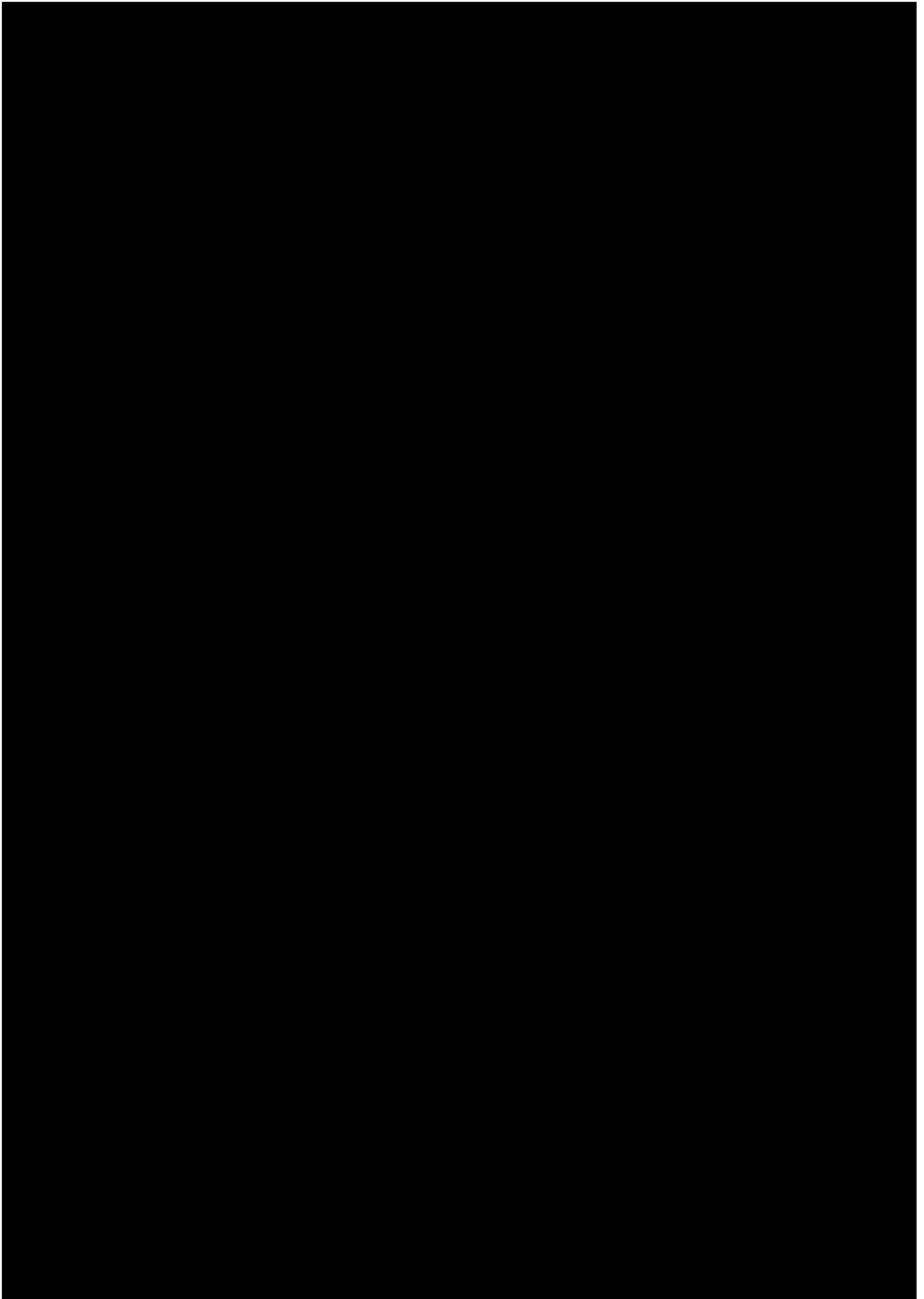


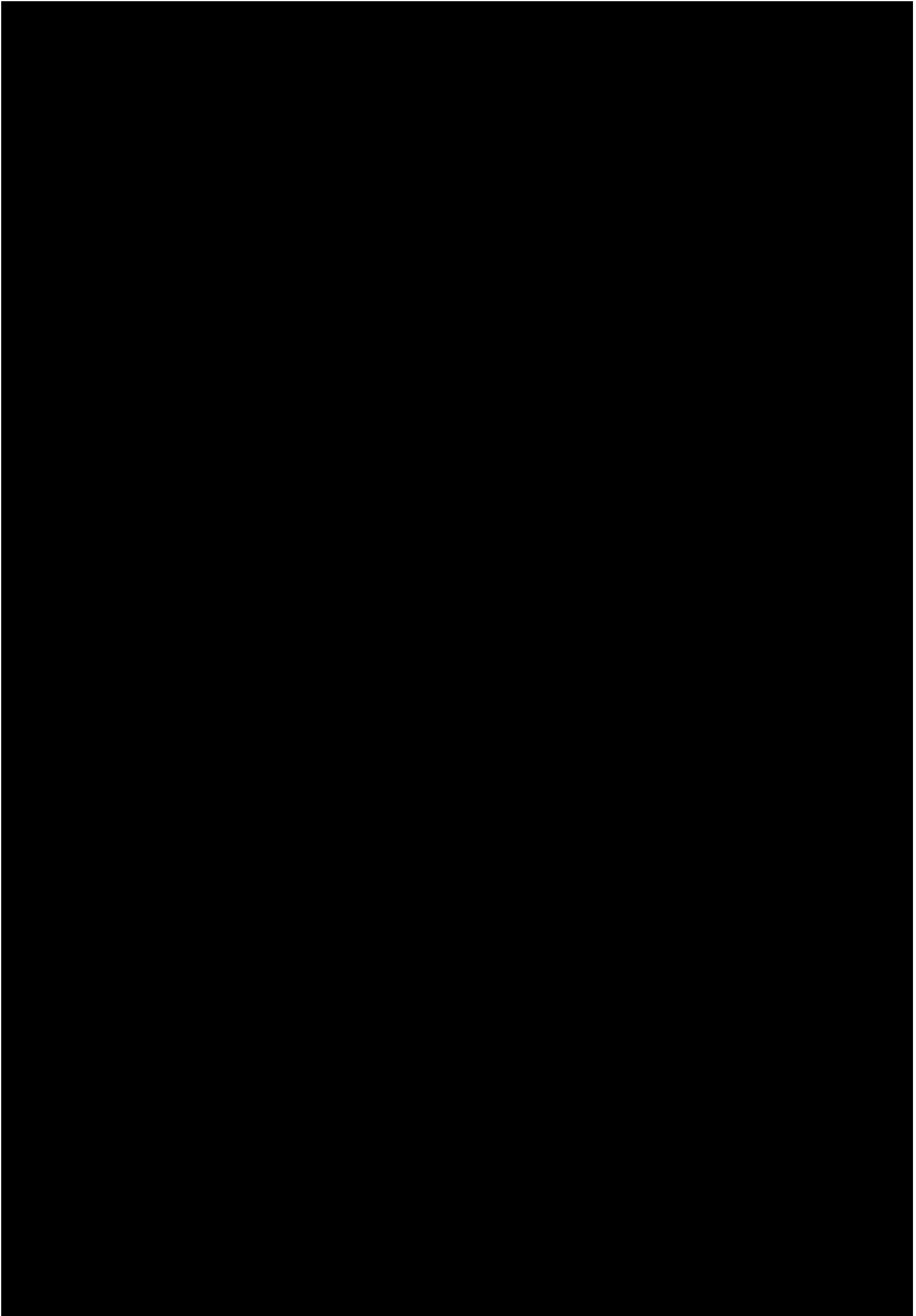


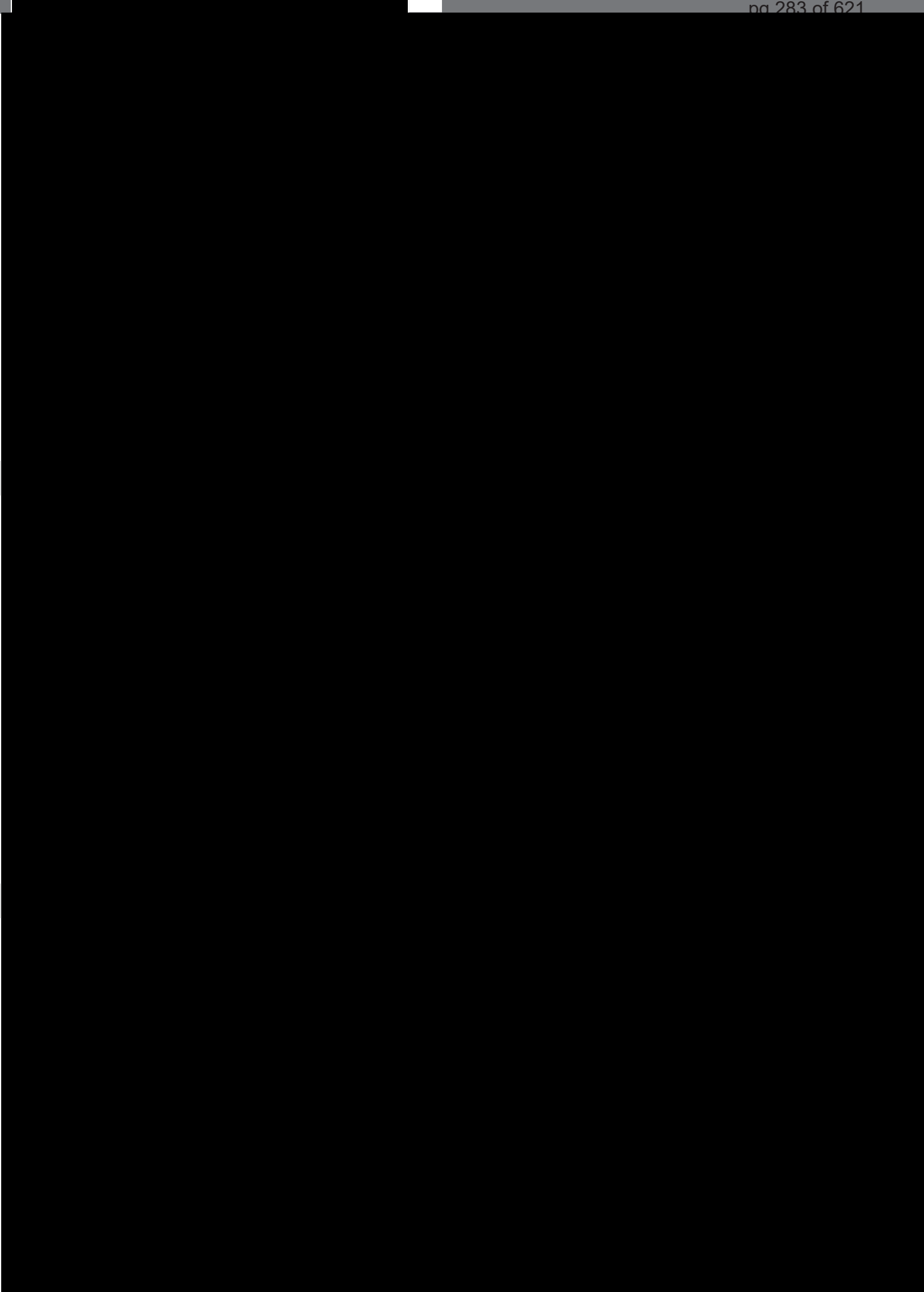


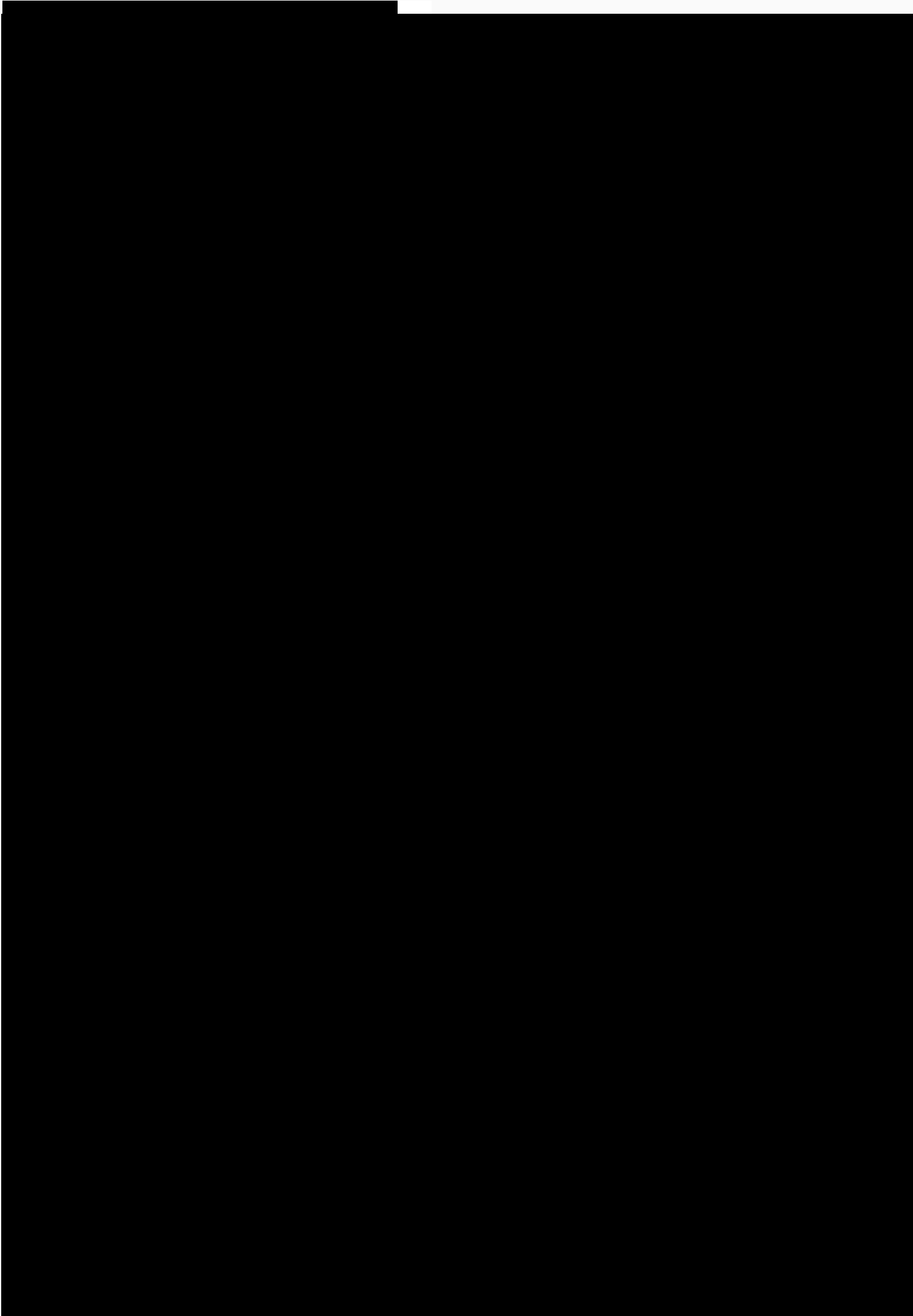




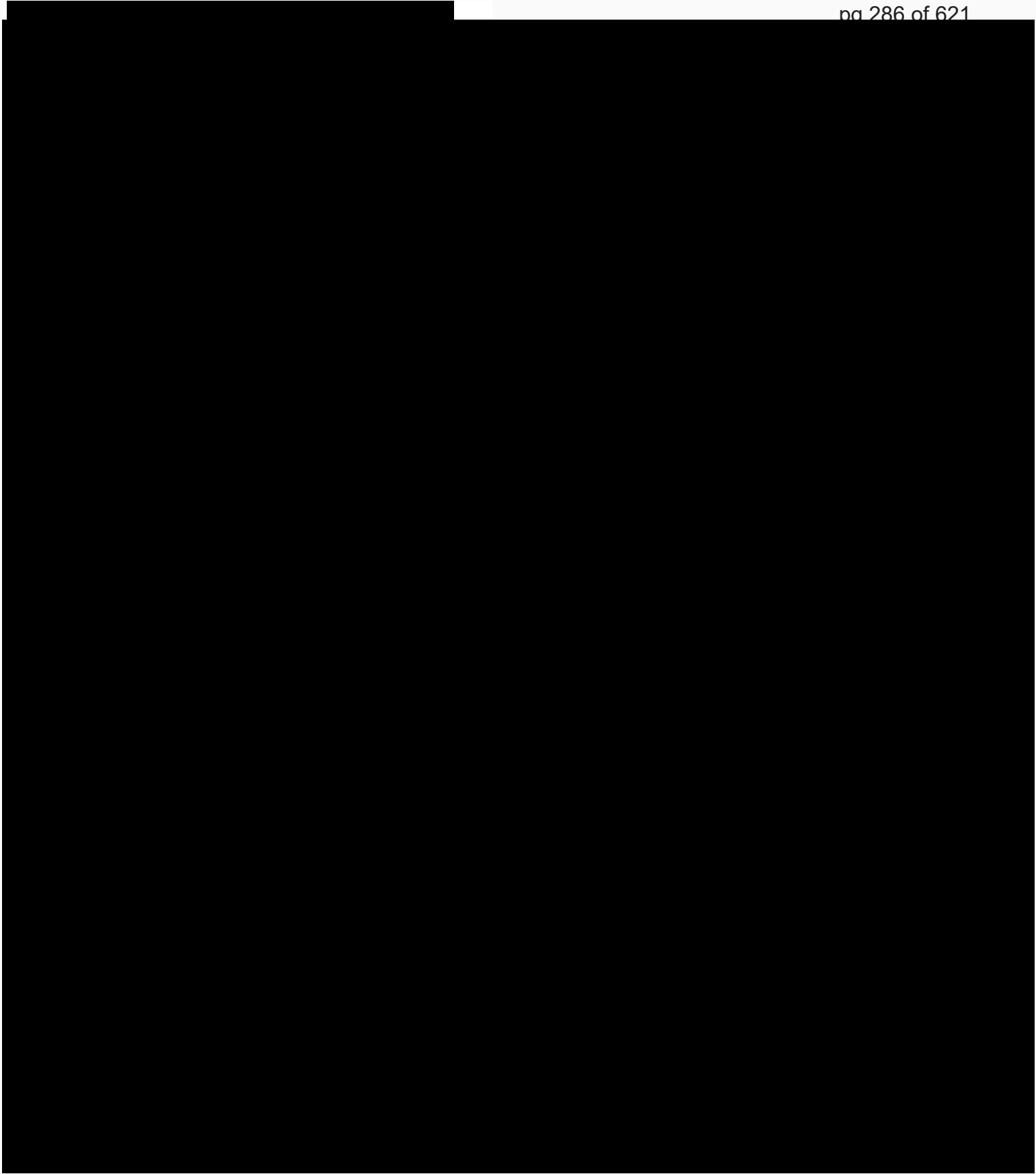












**Annexure B to Order Form – Statement of Work**



**New South Wales Department of  
Education**

**Statement of Work**

**Selective High School and Opportunity  
Class Computer-Based Placement Tests  
Test Management Services**



## 1. Statement of Work 1 Details

<b>Statement of Work Name</b>	Selective Education Test Provider and Test Management Centre Services
<b>Statement of Work Number</b>	1
<b>Purchase Order Number</b>	
<b>ICTA Customer Contract</b>	ICTA entered into on or around 5 February 2024 between NSW DoE and Janison Solutions Pty Ltd
<b>Effective Date</b>	The date on which the last party to this SoW executes this SoW
<b>End Date</b>	Aligned with end date of the Term
<b>Janison's Representative</b>	██████████, Sales Director, Janison
<b>NSW DoE Representative</b>	██████████, Program Director, Selective Education Program

This Statement of Work (“**SoW**”) is governed by and forms part of the ICTA entered on or around 30<sup>th</sup> January 2024 (“**Customer Contract**”) between the State of New South Wales by its Department of Education (“**Customer**”) and Janison Solutions Pty Ltd (ABN: 35 081 897 494) (“**Supplier**”). In this SoW, a reference to:

- “**NSW DoE**”, “**DoE**”, “**Department**”, or “**you**” is a reference to the Customer; and
- “**Janison**”, “**Cambridge**”, “**we**” or “**our**” is a reference to the Supplier.

We will be providing you with the Services and Deliverables under the terms and conditions of the Customer Contract, in accordance with the Specifications, including the Statement of Work set forth and incorporated herein. Any capitalised term that is not expressly defined in this Statement of Work will have the same meaning as the corresponding capitalised term defined in the Customer Contract.

## 2. Revision History

Version	Status	Date	Prepared by	Comments
1.0	Draft	28-11-23	██████████ – Sales Director	1 <sup>st</sup> Draft provided for feedback on structure only
2.0	Draft	08-12-23	██████████ – Sales Director	2 <sup>nd</sup> Draft provided to NSW Doe
3.0	Draft	13-12-23	██████████ – Sales Director	3 <sup>rd</sup> Draft based of DoE commentary provided to NSW DoE
4.0	Draft	25-01-24	██████████ – Sales Director	Draft

### 3. Introduction and Overview of Activities

The Supplier's Activities are to provide end to end Services for the design, development, scoring and marking of the Customer's Program placement tests and test management centre Services (including invigilation and suitable venues) for conducting and administering the tests. (For the purposes of this SoW, Program is also referred to as **Selective Education**.)

The core objectives of the Supplier's Activities are as follows (subject to any out-of-scope exclusions set out in section 4.3):

- a) Develop a Test strategy, specifications and Test items for the Selective High School, Opportunity Class placement tests that meet the requirements of the Department in identifying high performing and gifted students for placement into Selective Education.
- b) Additional objectives include the scoring and marking of the test results and reporting of test performance.
- c) Conduct the Program placement tests via computer-based Test delivery where the Tests are predominantly conducted in external test centre venues by external test invigilators (in accordance with the Department requirements) on external computer devices and supporting equipment.
- d) Provide project management resourcing and coordination Services to deliver the above objectives.

To deliver the core objectives, the scope of the Supplier's Activities and timings are outlined below.

### 4. Services and Deliverables

#### 4.1. Services

- a) The Services to be provided are described as Lot 1, Lot 2 component B and Lot 2 component C from Part B – Specifications DOE03514/22 of the Tender (**Part B**), as summarised in the tables below. To be clear:
  - Reference to "suppliers" in this section in a reference to the Supplier; and
  - unless the contrary intention appears, the meaning of the defined terms under this SoW or the Agreement, as applicable, apply to the corresponding terms in this section even if they are not capitalised in this section.
- b) Variations to the specifications in the Tender specifications are documented in Section 5 – Specifications.

##### 4.1.1. Lot 1 Services: Test Design and Scoring

Test specification and design	<ul style="list-style-type: none"> <li>• Test specification and design of selective education tests to achieve the selection education placement, outcomes, and objectives of the Department.</li> <li>• Leading test development practices that meet the Department requirements and standards.</li> <li>• Test panelling with Department key stakeholders and subject matter experts to ensure test questions and content meet Department requirements and standards. Test content is extensively trialled, and performance tested with similar cohorts of the students that would normally sit the selective high school and opportunity class placement test.</li> <li>• Marking of test papers and scoring in accordance with Department scoring, adjustment and weighting criteria.</li> <li>• Scoring illness/misadventure requests that cover unforeseen problems encountered while sitting the test.</li> <li>• Review and reporting of end-to-end test processes for identification of improvement opportunities and performance reporting of each of the</li> </ul>
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	selective high school and opportunity class placement test to understand how students performed in each test.
Test delivery	<ul style="list-style-type: none"> <li>• Provision and administration of computer-based testing software for the delivery of the computer-based test. Software to be based on the Department's software and hardware requirements.</li> <li>• Help desk support for the computer-based testing software in the lead up to and during test days.</li> <li>• Delivery of a paper-based test in the case of contingency. This includes the secure printing, delivery and return of test papers for marking.</li> <li>• Development and production of practice test papers.</li> <li>• Reserve test to be developed in parallel and made available in the event of a leak or unauthorised access.</li> </ul>

#### 4.1.2. Lot 2: Test Centre Management and Test Administration Test Centre Model

Test Centre Management and Test Administration Test Centre Model	<ul style="list-style-type: none"> <li>• Help and support in the design, development, and delivery of an appropriate test delivery model for both computer-based and paper-based testing in accordance with Department requirements.</li> </ul>
<b>Component B:</b> Venue sourcing and test centre management.	<ul style="list-style-type: none"> <li>• Sourcing and procurement of suitable test centre venues with a main test room and smaller rooms if required with amenities and toilets.</li> <li>• Each venue to have suitable test equipment e.g. desks, chairs, whiteboards, stationery, clocks, and other related equipment to conduct either computer or paper-based testing.</li> <li>• Set up of test centre venue in preparation for testing.</li> </ul>
<b>Component C:</b> Invigilation Resourcing and Management and Test Administration	<ul style="list-style-type: none"> <li>• Provision of invigilation as a service. Supplier to recruit and manage a pool of invigilation personnel, who are suitably qualified, trained and are compliant with Department probity standards.</li> <li>• Invigilation personnel manage and conduct testing in accordance with Department requirements and standards.</li> </ul>

#### 4.1.3. Component M: Core Supporting Services

To deliver the services, the suppliers are to provide their own Project management and coordination including vendor/supplier support, security, confidentiality, and fraud management as part of service delivery.

#### 4.1.4. Training Services

The Supplier will provide virtual (or any other format as agreed between the Parties) train-the-trainer sessions for the Selective Education team. The Customer will determine the training topics for such training sessions, which may include reporting tools, dashboards, and/or application navigation. The dates of such train-the-trainer sessions will be agreed between the Customer and the Supplier. Training of personnel outside of the Customer's Selective Education project team will be undertaken by the Customer.

## 4.2. Deliverables

Deliverables to be provided are below:

### 4.2.1 Transition In

No.	Deliverable	Format	Frequency
1	Transition in project management plan and schedule	Document	Once off – year 1*
2	System interface design specifications	Document	Once off – year 1*
3	Computer-based test platform development and configuration	Software development and APIs	Once off – year 1*
4	Delivery and testing of all system interfaces	APIs and document (test report)	Once off – year 1*
5	Pilot test (Lot 1, Lot 2B and Lot 2C) report	Document	Once off – year 1
6	Business Contingency Plan	Document	Annual

\*Although these Deliverables are “Once off-year 1”, they may need to be updated in future placement cycles, as agreed via the Change Request process set out in the Agreement to meet the Department’s requirements throughout the Term of the Agreement.

### 4.2.2 Annual placement tests

No.	Deliverable	Format	Frequency
1.	Test Strategy	Document	Annual
2.	Test Design	Document	Annual
3.	Test Specification	Document	Annual
4.	CBT Student Practice Tests with answers	Electronic (within CBT platform)	Annual or as agreed
5.	Student Practice Tests with answers	Document (accessible PDF)	Annual or as agreed
6.	Supplier panelled test items for department test diversity and inclusion test panelling	Electronic (within CBT platform)	Annual
7.	Field trial results and analysis	Document	Annual
8.	Live versions of the SHS and OC placement tests	Electronic (within CBT platform)	Annual
9.	Scoring and scaling algorithm	Document	Annual
10.	SHS and OC placement test scoring data	Electronic (via API)	Annual
11.	Malpractice outcomes	Electronic (via API)	Annual
12.	Annual SHS and OC placement test review	Document	Annual
13.	Provision of computer-based test platform, Electronic (within CBT platform)	Electronic (within CBT platform)	Annual
14.	Training - Electronic and documents	Electronic and documents	Annual
15.	Support for reasonable adjustments (disability adjustments) both within the computer-based test platform and paper-based tests and braille where required.	Electronic (within CBT platform)	Annual
16.	Support guide	Document	Annual

17.	Support information	Document	Annual
18.	Test centre network plan and status reporting	Document	Annual
19.	Student allocations to test centre venues	Electronic (via API)	Annual
20.	Test centre setup checks and reports	Document	Annual
21.	Invigilator resourcing plan and status reporting	Document	Annual
22.	Invigilator compliance reporting and test centre assignment	Electronic (via API)	Annual
23.	Test administration guides and training	Document and electronic	Annual
24.	Test administration data (i.e. attendance and incident reports)	Electronic (via API)	Annual
25.	Reconciliation report of any paper-based tests	Document	Annual
26.	Annual Project plan and schedule	Document	Annual
27.	Status report	Document	weekly
28.	Service level reporting	Document	Monthly
29.	Confidentiality and probity compliance statement	Document	Annual

### 4.3 Out of Scope services and deliverables

Anything that does not fall within the detailed scope for this SoW, or is specifically described as out of scope in this SoW, will be considered out of scope. If the Customer would like the Supplier to deliver any out-of-scope services or deliverables, such services or deliverables will need to be discussed and agreed upon separately via the Change Control Process set out in the Agreement (if the discussion results in a change to this SoW), or an additional SoW according to the Additional Conditions (if the discussion results in the parties agreeing to enter into a new statement of work). The price for any additional services and deliverables, or services and deliverables that are out of scope, will be calculated according to Schedule 4 (Payment Schedule) unless otherwise agreed.

The following deliverables are not included as part of this SoW:

- The Opportunity Class Placement Test Writing Task and the Years 8-12 Selective High Schools Placement Test are not included in this SoW but may be taken up by the Department as an option from Year 3 of the Agreement at an additional cost. (Refer to Schedule 4 (Payment Schedule) for applicable pricing.)
- Provision of a full test event paper-based solution for all students, other than for modified materials where it is validated that the reasonable adjustments provided using the Janison platform do not meet the students needs.
- Provision of multiple test versions in modified material format e.g., Paper based. Whether a format constitutes a “modified material format” will be agreed between the parties acting reasonably and in good faith.
- New sample Tests or contingency Tests other than what has been specified in this Agreement.

## 5. Specifications

The specifications are defined in the Tender, clarifications and variations to the specifications are defined below.

Part B reference	Variation or clarification to requirement
M SF 4 – Security Breach	Refer to the “Security Program” section in Item 40 of Schedule 2 (Order Form) to the ICTA.
M SF 5 – Fraud Detection	
M SF 6 – Student Identification	
A TD 4 – Question banks	4 Test versions of the OC and SHS (year 7 entry) placement tests will be produced each year (subject to the Stage implementation or termination provisions under this Agreement) to facilitate the placement tests being run across 3 consecutive days (Friday-Sunday) and an additional contingency test date. Both OC and SHS placements test will be conducted on the day test day with a morning and afternoon session.
A TD7 – Student practice test	<p>Three full SHS and OC practice Tests (computer-based and PDF versions) will be delivered in year 1. Practice Tests will use existing practice tests, past test paper items or past unused test items. The parties acknowledge that:</p> <ul style="list-style-type: none"> <li>(a) the use of such existing practice tests, past test paper items or past unused test items depend on the Supplier’s compliance with the requirement in clause (d) of the “Third Party Intellectual Property Rights” item in Item 37 of Schedule 2 (Order Form); and</li> <li>(b) if Cambridge fails to provide the Customer the relevant licence for use of such Materials, it will not constitute any Agreement breach or failure to provide CSI by the Customer.</li> </ul>
A TPT 2 Test panelling – Diversity and inclusion	Cambridge will work with the Department to ensure that all agreed stakeholder groups are involved in the panelling process. Cambridge will provide criteria for selection of subject matter experts and other stakeholders that are required for the panelling process. For details related to trialling, see 'Test trials' below.
A TPT 3 – Test Trials	

A TPT 4 - Statistical analysis of panel test results	
A TPT 5 - Test panelling – post test	
A TMS 3 - Test scoring and calculations	<p>Janison will provide the following:</p> <ul style="list-style-type: none"> <li>• Agree a scoring and scaling algorithm with the Department with different subjects carrying different weightings (dependent on the placement test).</li> <li>• Follow existing process for illness and misadventure scoring.</li> <li>• Mark and score all test results, assign mark/score information.</li> <li>• Provide access to mark/score data based on user role (excluding illness and misadventure).</li> <li>• Provide access to scoring function via user roles in insights.</li> <li>• Algorithms can be retained and reactivated.</li> <li>• An audit trail will be kept on actions against data sets.</li> <li>• Provide raw, weighted, scaled scores, test absences, test incident information at a student and/or test session level, test analytics, and incidents of malpractice.</li> </ul>
A TMS 4 – Result Enquiries	A results enquiry process is agreed to be out of scope.
A CBT 1 - Computer-Based Test Solution	Janison can provide its lock down browser ('Replay') that is a low/ no bandwidth option which provides resilience in a lock down environment. Reconciliation can be done immediately or in the case of a test being offline can be done later once connection resumes or manually. Invigilators are able to use the in-system dashboards to monitor student activity.
A CBT 2 - Compatibility	Dependant on device, browser version and if using Janison Replay. A full list of supported operating systems and browsers can be supplied.
A CBT 6 – Logging and auditing	Janison logs all actions within the system including the date, time, action and user full name of the one making the change. These logs are kept indefinitely. When deleting an item, a log is recorded of the action. The deleted data is no longer available to be accessed.
A PBT 1 – Paper based test	This requirement can be fulfilled as it is currently used by Cambridge for the current SHS and OC Tests but would only be necessary under extreme circumstances (as confirmed by the Department) and would need to be costed separately.
A UE 2 – Student Identity Verification	Option 2 of the document in Attachment 1 will be used for Year 1 with the other options considered for years 2-5.
B VSTMC-1 – Test centre network (TM1)	Without limiting the Supplier's obligations elsewhere in the Agreement (including Item 82 of Schedule 2 (Order Form)), [REDACTED]

B VSTMC-1 – Test centre network (TM1)	International and interstate students sitting the placement test are to be allocated to a British Council venue if available. Parents/carers will pay the costs directly to British Council.
M DA 15 – Data Integration	Not applicable
M PER 3 – System Scalability	
M INF 3 – Disaster Recovery	5 seconds of data loss is the minimum SLA offered by Azure.
M INF 18 - Integration	Not Applicable – requirement removed.



B IRM 2 – Invigilator Compliance to DoE Requirements	The background and security checks in Item 22 of Schedule 2 (Order Form) apply. All Supplier Personnel engaged at interstate and overseas test centres will hold working with children clearances in their jurisdiction or equivalent.
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## 6. Customer Supplied Items (CSI)

Item No.	CSI (and Critical CSI) *	Critical/non-critical CSI
1.	Janison will require the batch of applicant data (excluding late changes) a minimum of 1 month prior to the test day. Late changes will be sent separately as agreed by Janison and DoE. This is to be received via API and the content of the data provided is to be as agreed in the API Enrolment and allocation including primary school postcode or agreed alternative postcode.	Critical
2.	Technical specification documentation (API Integrations, Test Administration Digitisation) for development items sign off by Friday, 23 February 2024.	Critical
3.	Practice test formats to be confirmed by Friday, March 29, 2024.	Critical
4.	User acceptance test plan provided by Customer for review by Janison Friday, 12 April 2024.	Critical
5.	Device providers point of contact – required for pre-event day planning prior to student applications closing.	Critical
6.	Janison will require: <ul style="list-style-type: none"> <li>Indicative application data through checkpoints during application window.</li> <li>Indicative RA application data through checkpoints during application window.</li> <li>Main application data inclusive of RA and Separate room information 1 week post applications closing.</li> <li>Application changes/RA changes 1 month prior to test day(s). Note: this does not include late unforeseen RA changes such as broken arms and other diagnosis received after this date</li> <li>Copies of Test Authority letters/tickets for all candidates.</li> <li>Where the decision is made for use of school as a venue – DoE will manage communication with school.</li> <li>Where the decision is made for use of a school as a venue or there is a late RA requirement for a school to be used as a test centre venue – DoE will provide Janison reasonable notice for recruitment activities to take place if required and Janison undertake “best effort” to ensure invigilation staff are recruited for the venue.</li> </ul>	Critical
7.	Document Deliverables approval/signed off to be provided in reasonable timeframe to enable Janison to meet Key Milestones.	Critical
8.	Modified material request information to be provided in accordance with the schedule to enable materials to be produced.	Critical
9.	Janison require the applicant data for international and interstate students sitting the placement test in a British Council venue a minimum of 1 month prior to the test day.	Critical
10.	Last day for provision of notice for commencement of a Stage (from Stage 2 onwards) if the Customer agrees to proceed to the subsequent stage according to section 8 of this SoW:	Critical

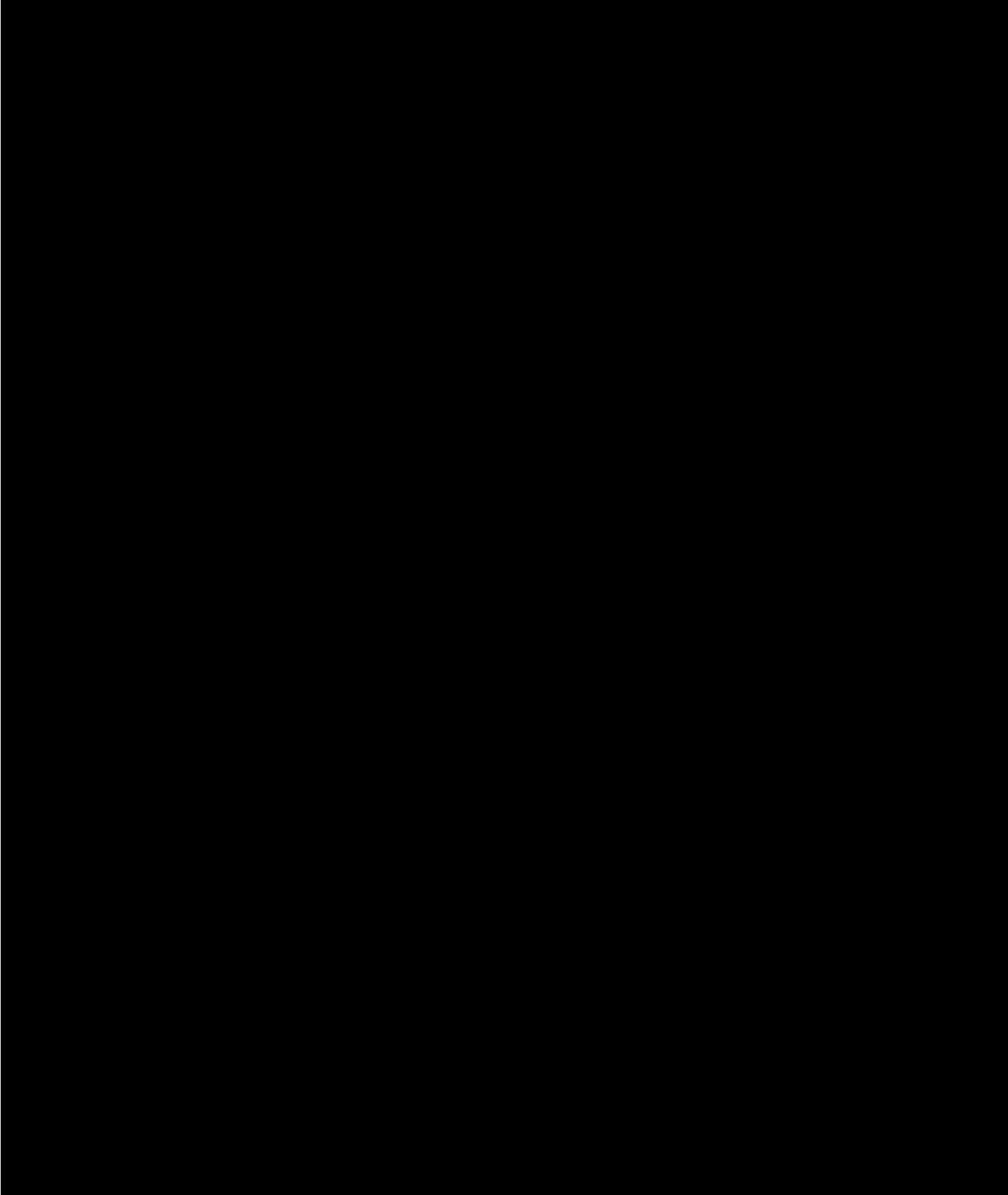
	<ul style="list-style-type: none"><li>• For Stage 2: 30 September 2025</li><li>• For Stage 3: 30 September 2026</li><li>• For Stage 4: 30 September 2028</li></ul>	
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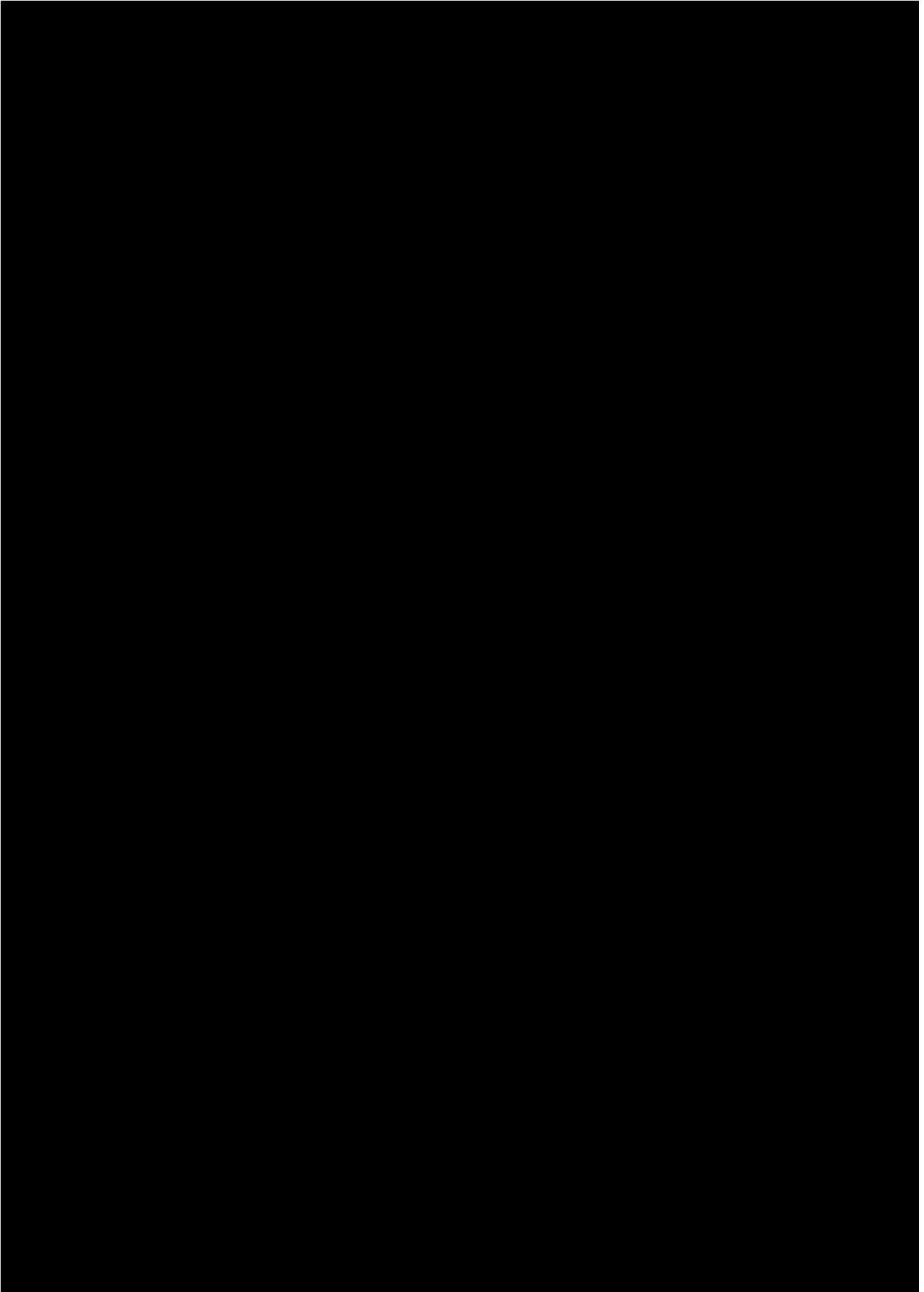
\*CSI's (including Critical CSI's may be reviewed and updated annually if required and agreed between the Customer and Supplier). The Department will not be taken to have failed to provide a CSI or Critical CSI where it has not provided a confirmation, approval or sign-off (as applicable) because the Deliverable provided by Janison does not meet the Specifications.

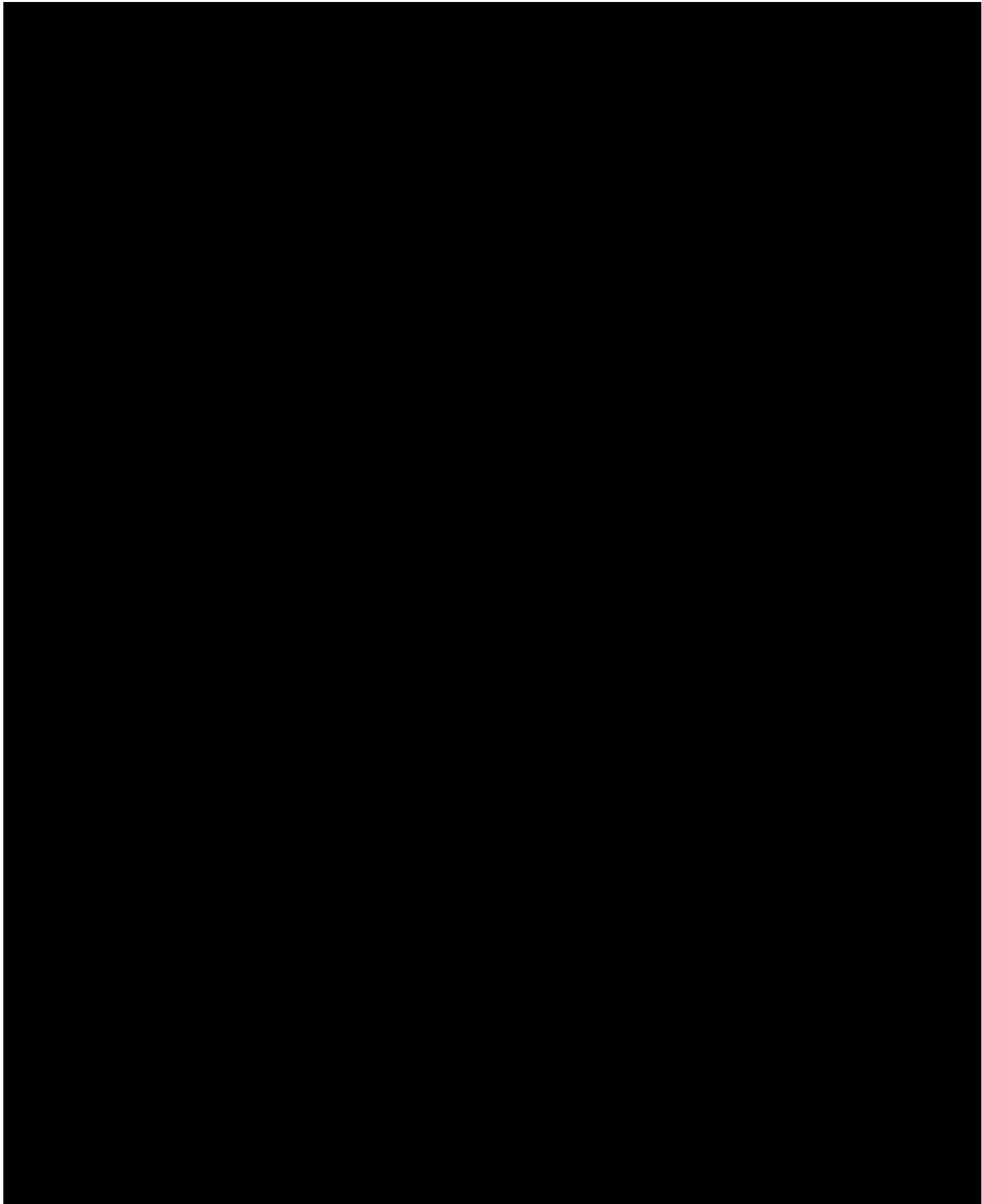
## **7. Timeframes and Dates for Delivery**

### **7.1. Transition In Services**

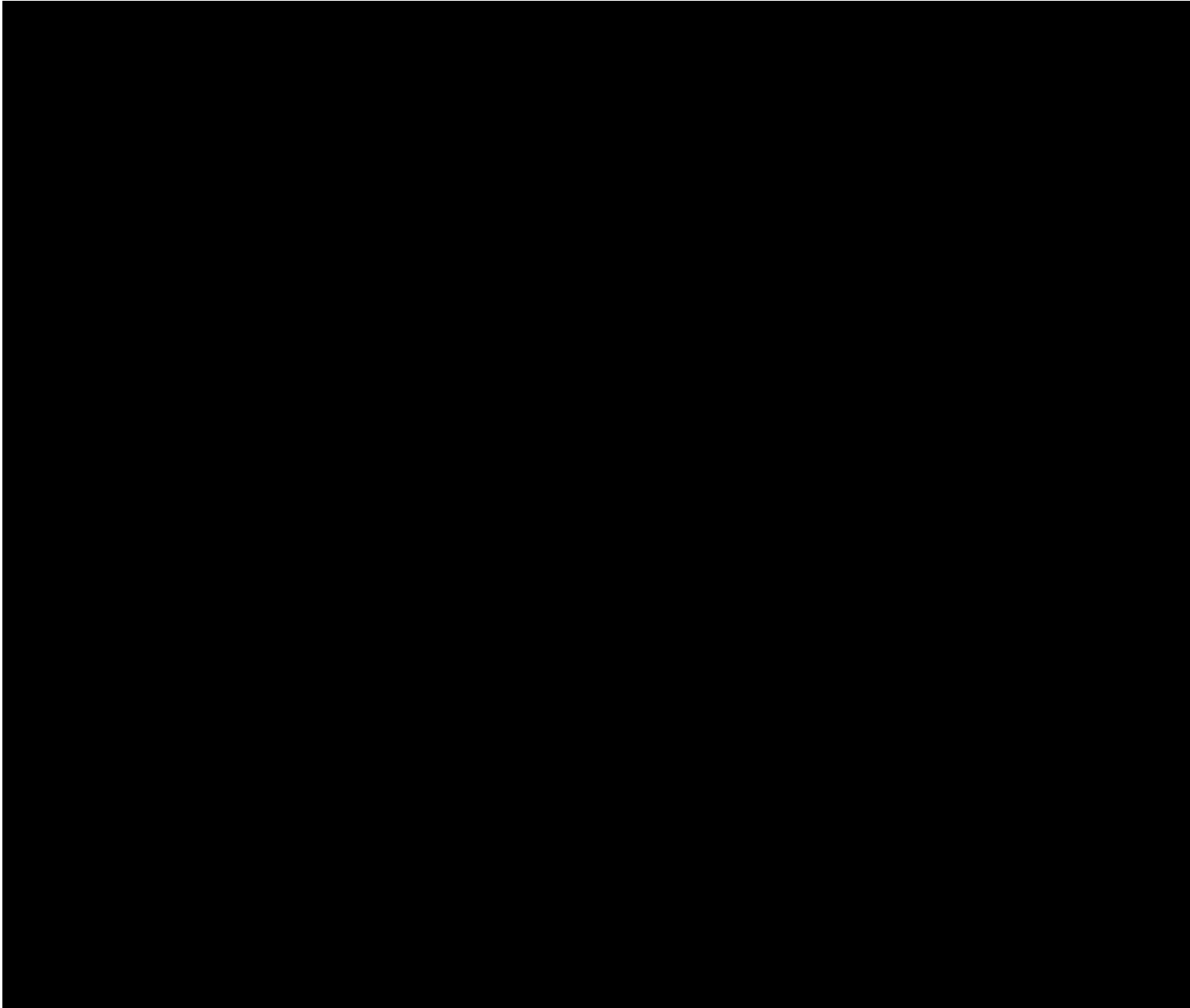
For the purposes of clause 6.6 of the Core Terms, the Transition In Services described in this section 7.1 and Year 2 2025 placement tests cycle (see the sections further below) together make up Stage 1 under the Agreement.

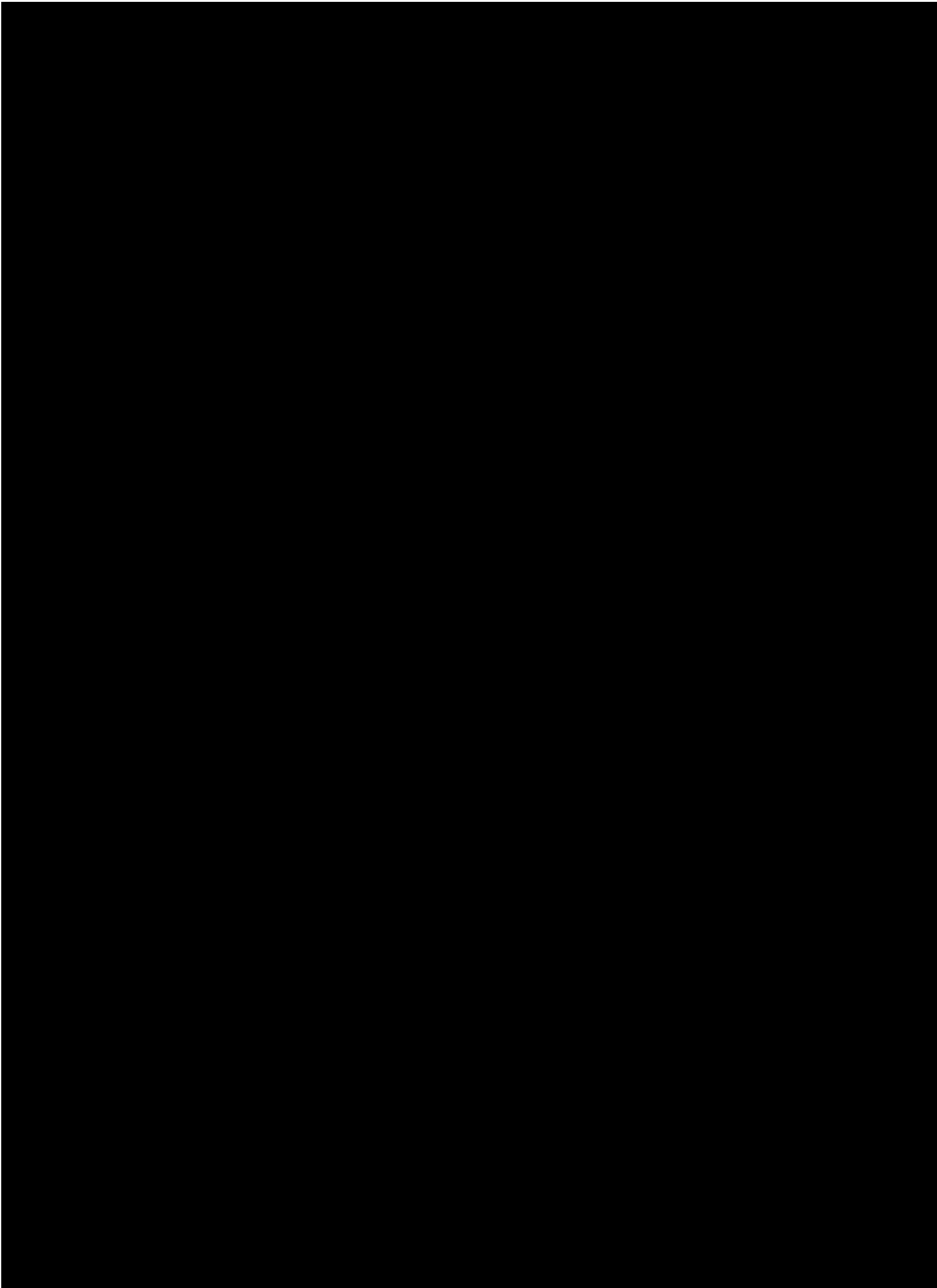


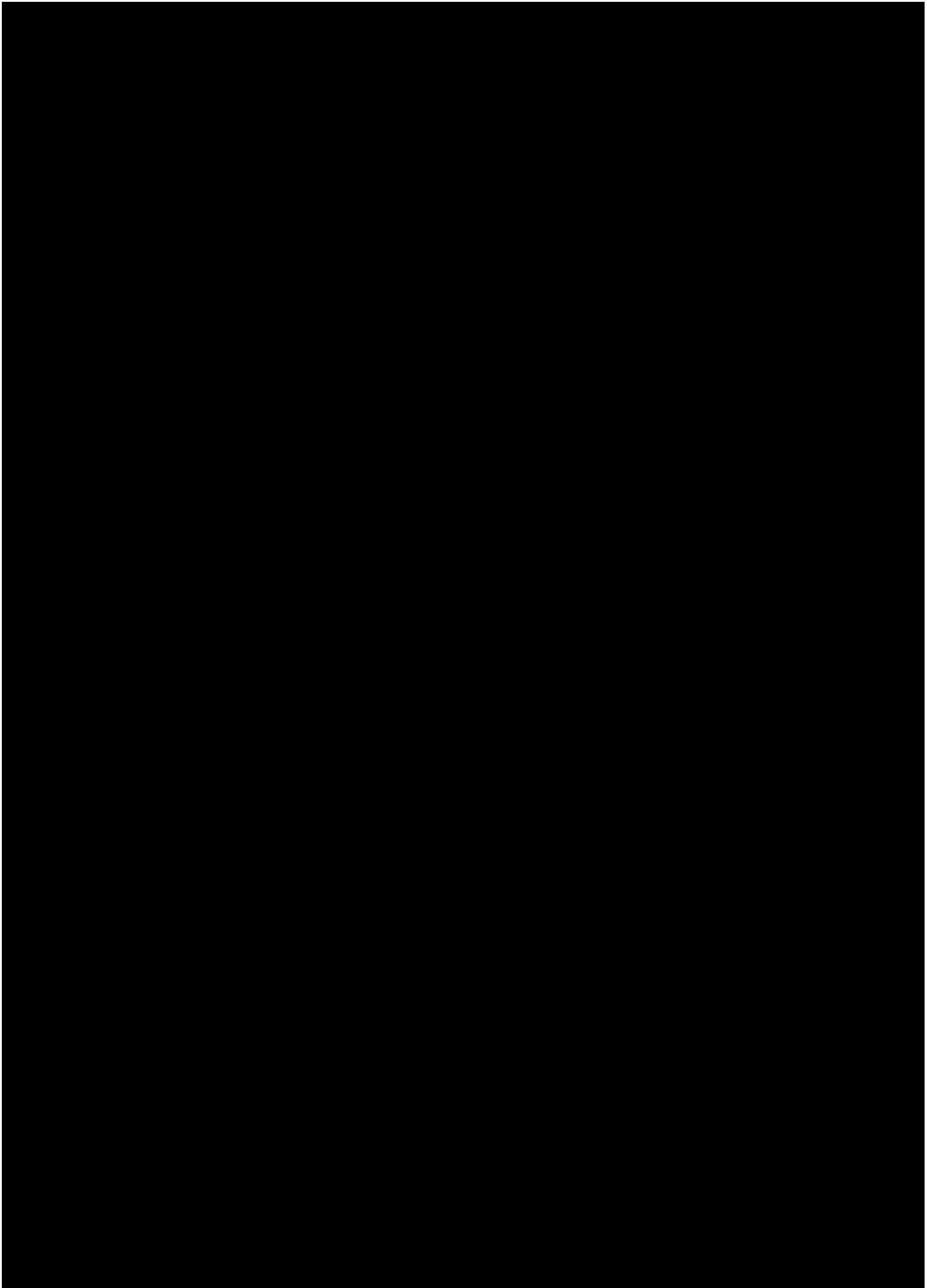




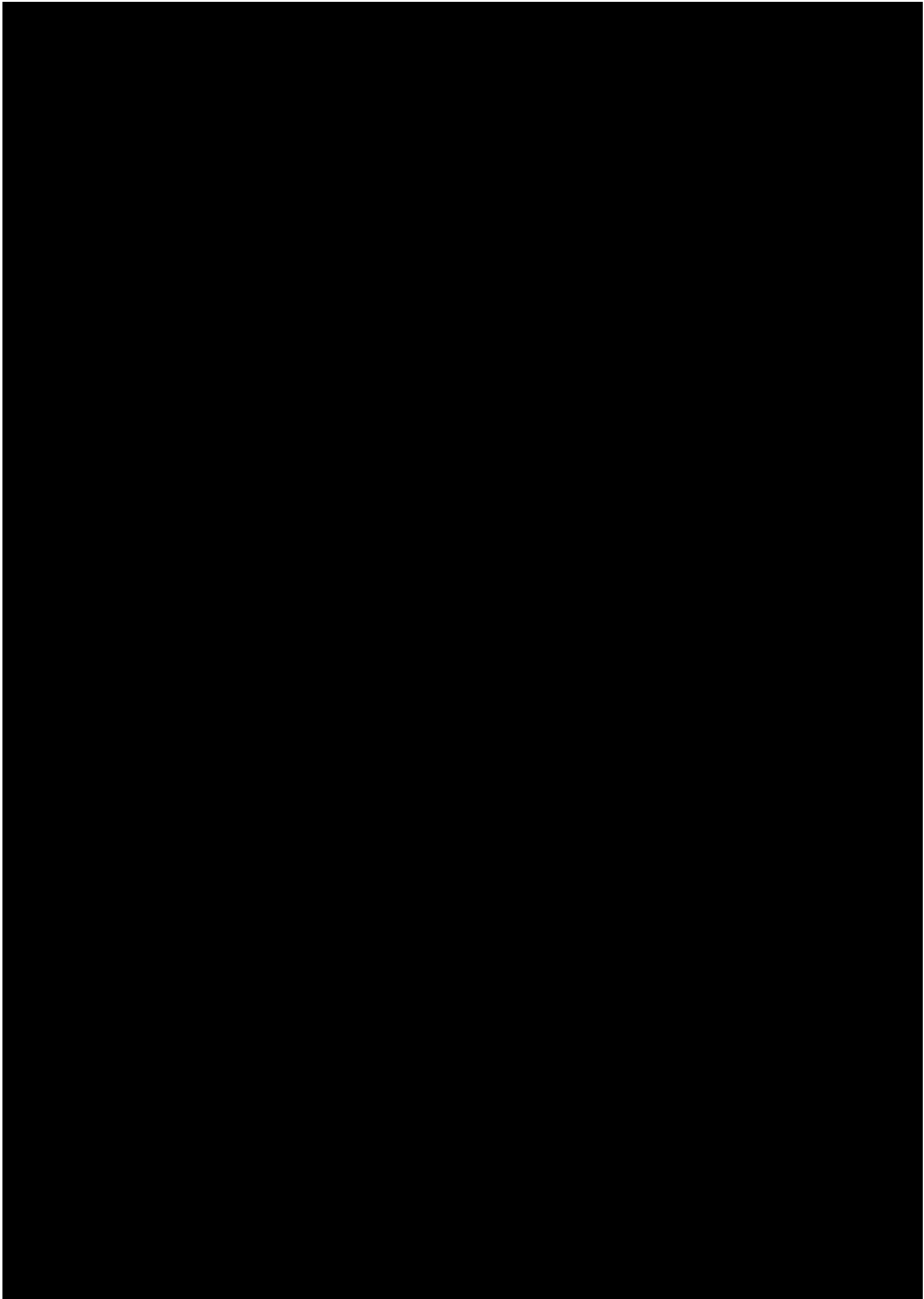
**7.1.2 Practice Tests**

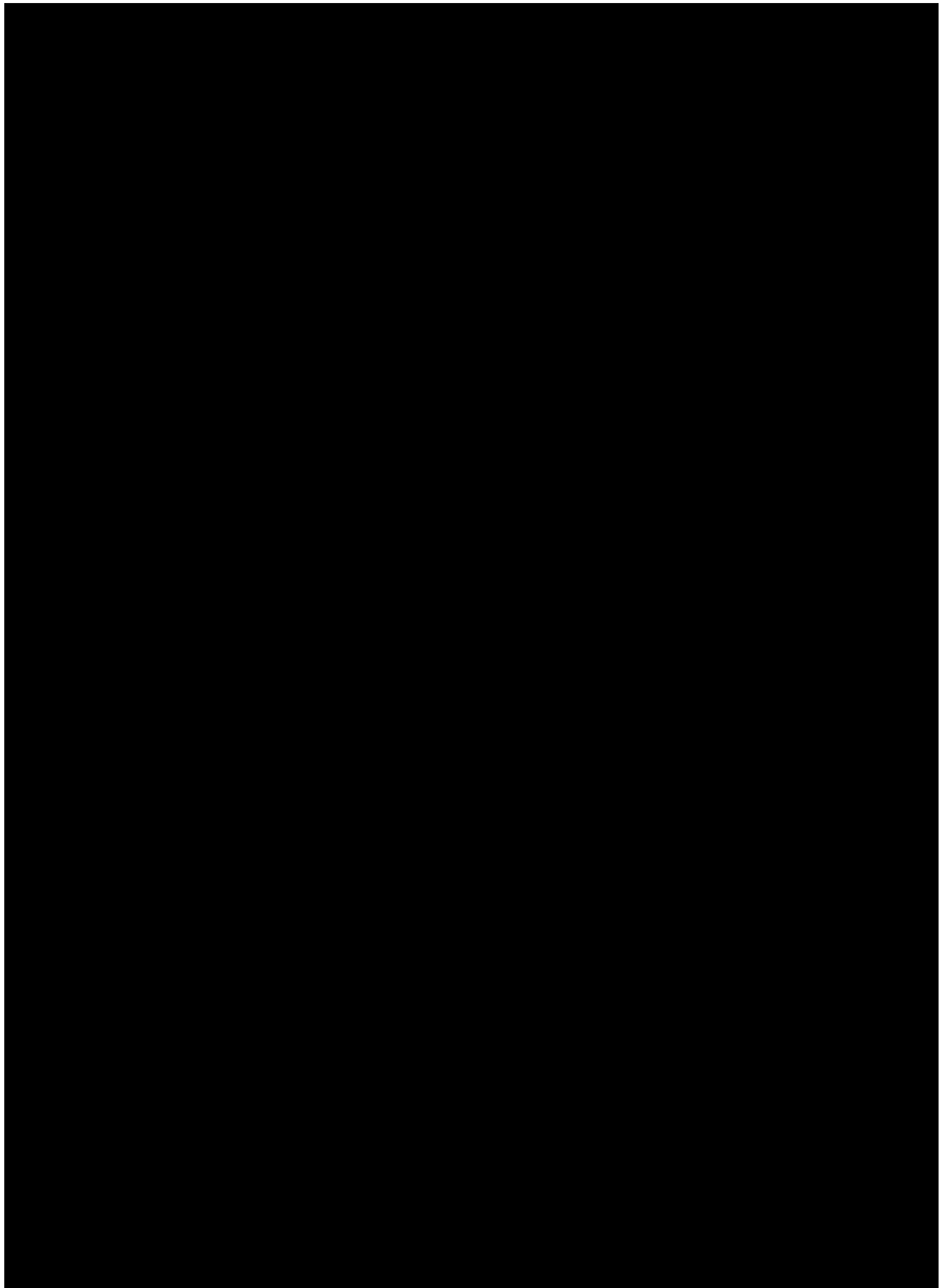


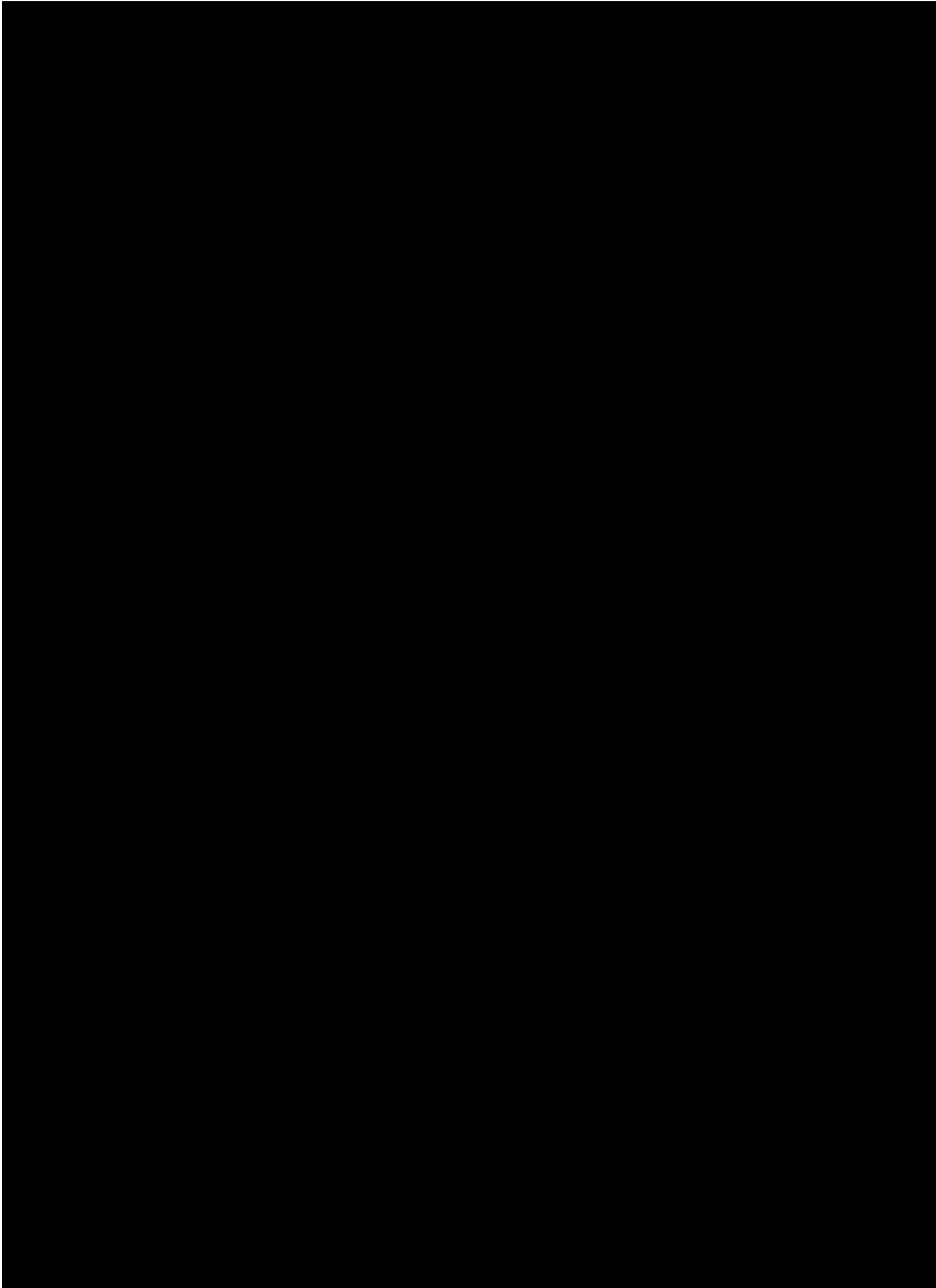


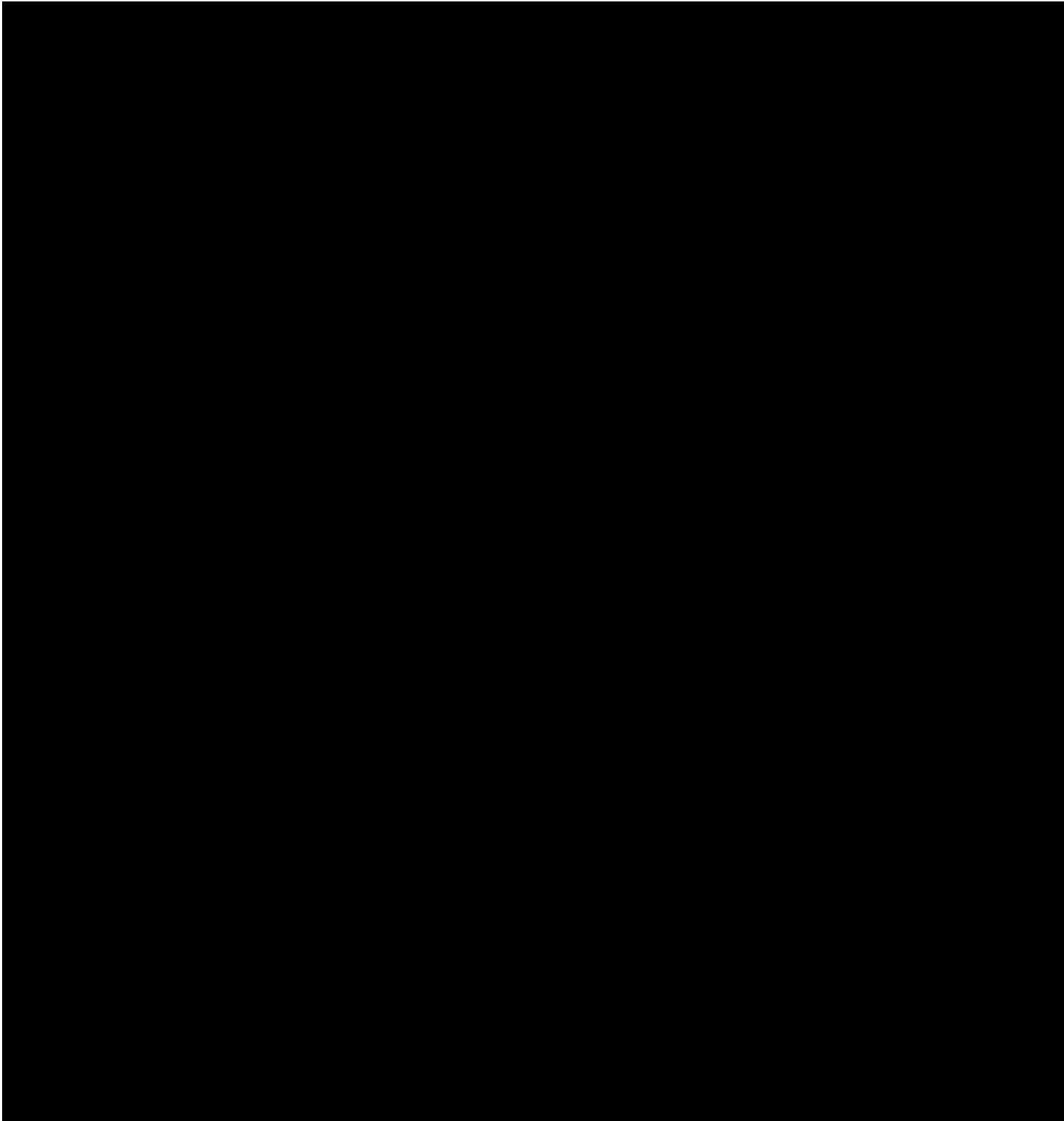






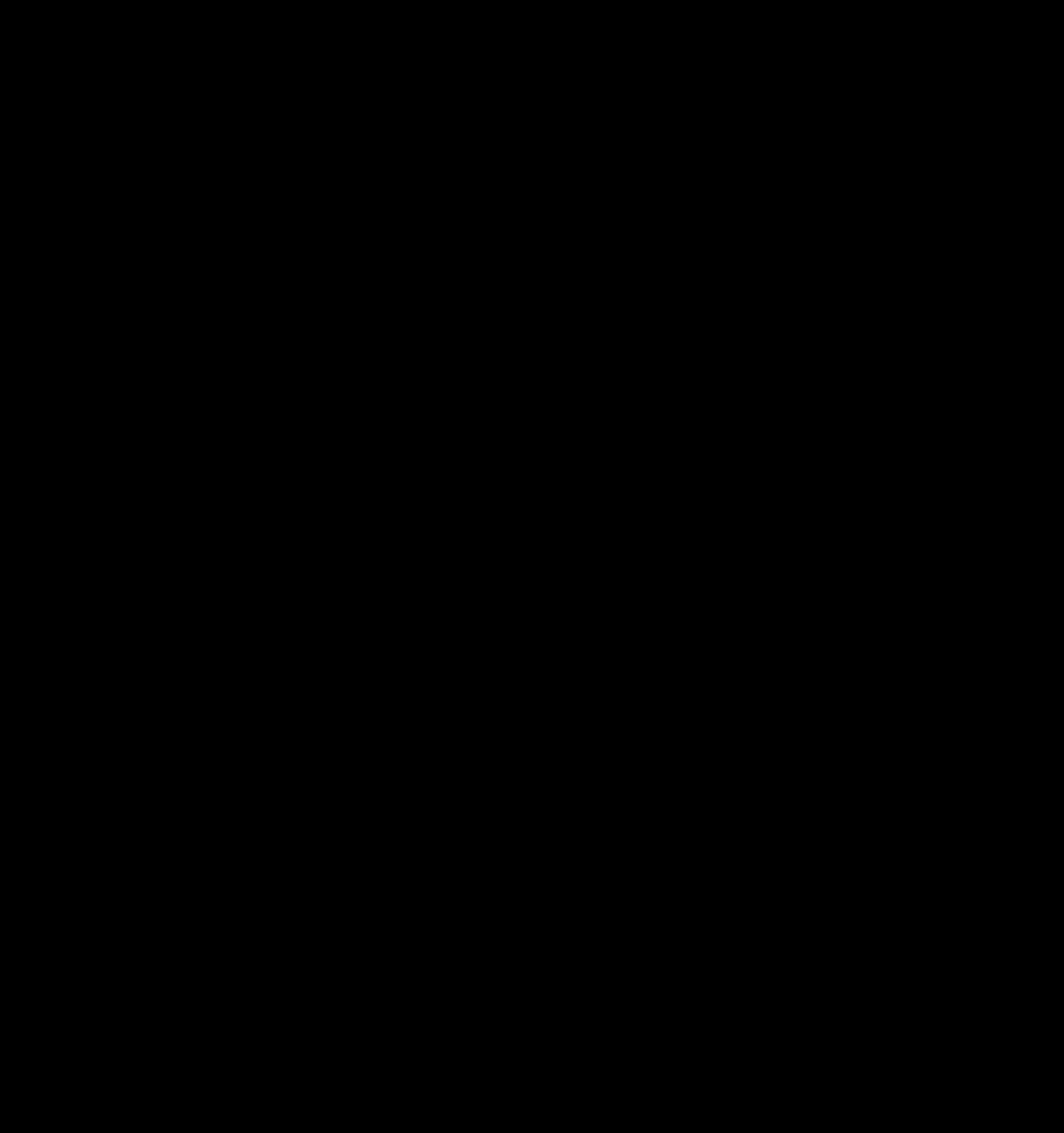


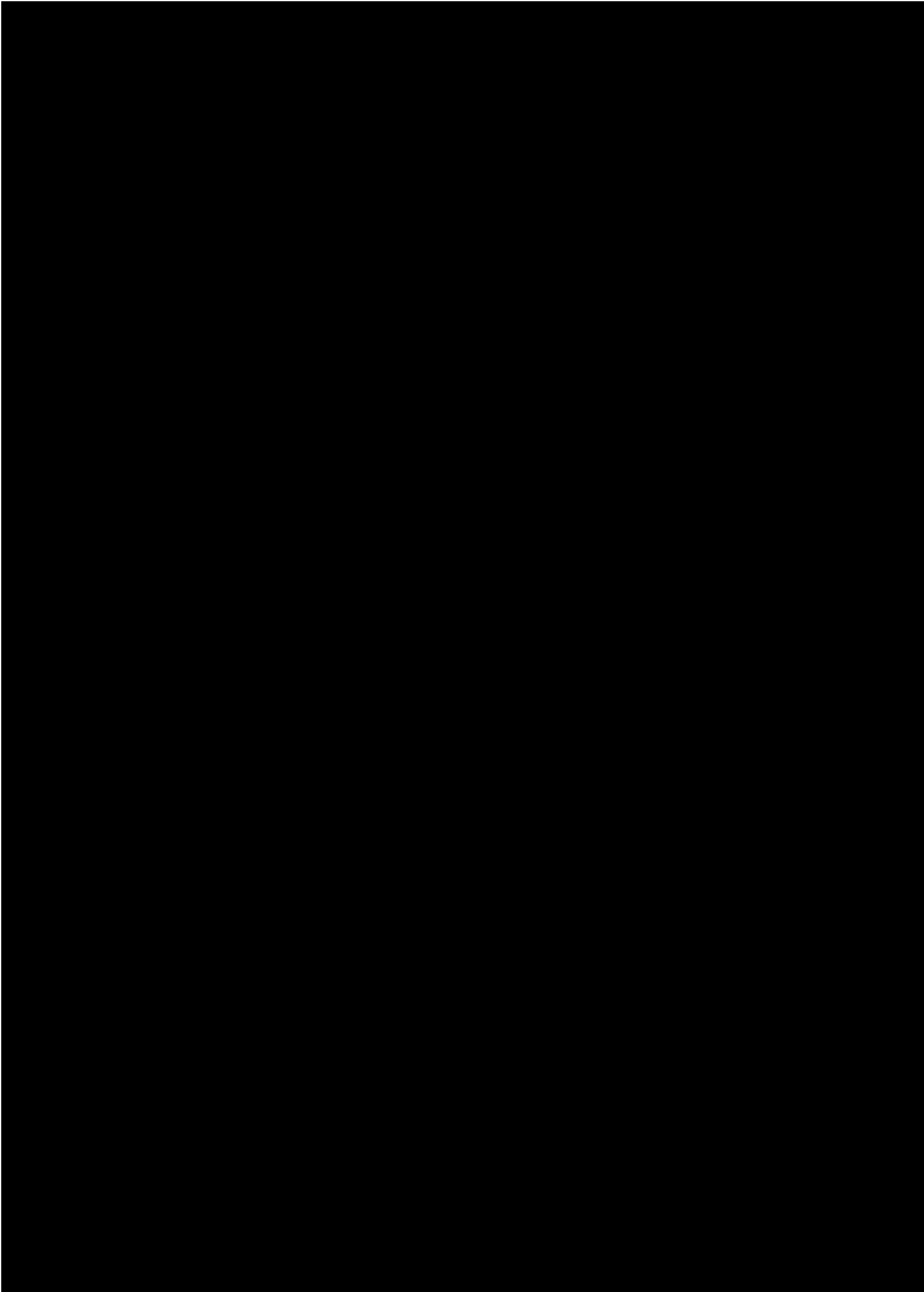


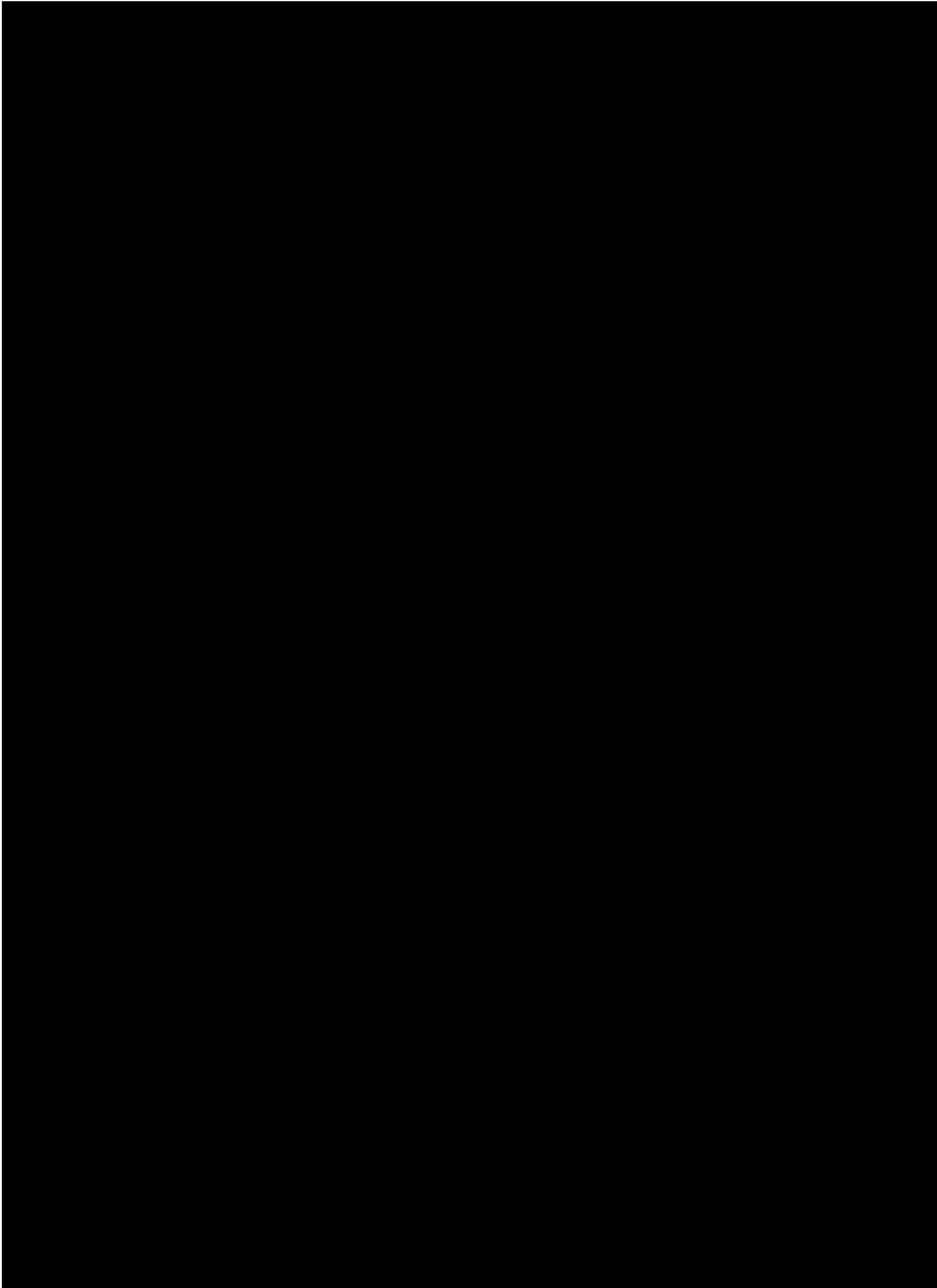


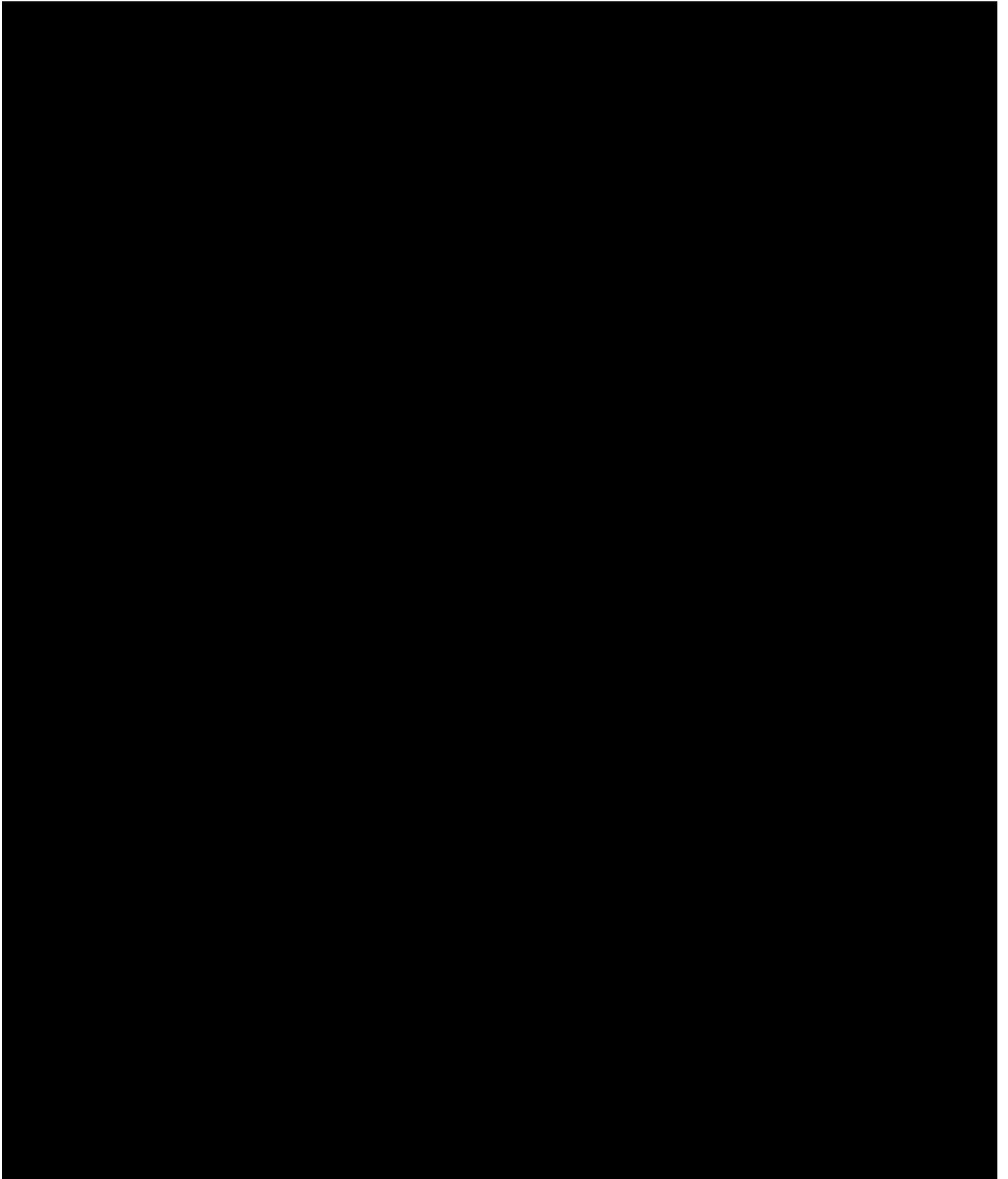
## 8. Key Milestones

No costs should be incurred by the Supplier for the following placement tests cycle before the final Key Milestone in each then-current placement test cycle is signed off by the Customer, unless agreed in writing by the Customer. For the purposes of clause 6.6(a) of the Core Terms the Supplier must not commence work until it receives written sign off by the Customer to proceed to the following placement tests cycle. The Customer's signing of this SoW is considered notice to proceed with work for Stage 1. For each subsequent Stage (i.e. each placement tests cycle), if the Customer agrees to proceed to that subsequent Stage, the Customer will provide its written notice to proceed by 30 September of each year before the start of that subsequent Stage. (For example, if the Customer agrees to proceed to the 2026 placement test cycle, the Customer will provide its written notice by 30 September 2025.)











## 9. Transition-In Services

Transition in services are detailed in Section 7.1.

## 10. Transition-Out Services

The Supplier will carry out all transition-out or disengagement Services that are necessary to ensure the smooth transition of the Supplier's Activities to the Customer or its nominee.

## 11. Roles and Responsibilities

### 11.1 Supplier Personnel

The named Supplier Personnel for each role (**Nominated Personnel**) are specified for the purpose of the Customer Contract.


Role	Name	Key Responsibilities
Group Executive	[REDACTED]	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the Head of Program/Projects.</li> </ul>
Supplier Head of Projects	[REDACTED]	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the combined Supplier and Customer project team.</li> <li>Point of communication for the Customer senior management team.</li> </ul>
Project Managers	[REDACTED]	<ul style="list-style-type: none"> <li>Development of project plan (including review and signoff) with the Customer's nominated Personnel</li> <li>Ensure that all Deliverables are being completed within agreed timeframes.</li> <li>Effectively manage the scope of Deliverables as per the Contract Specifications.</li> <li>Management of any changes to scope of the Supplier's work (as agreed between the Parties) as part of the agreed change process.</li> <li>Ensure quality and continuity for the engagement is maintained.</li> <li>Management and updating of the Project Schedule.</li> <li>Provide regular communication and feedback to the Customer regarding progress, risks or mitigations.</li> <li>Provide recommendations for improvement and execute if agreed by the Customer.</li> <li>Facilitation of weekly status meetings.</li> <li>Supplier's project team management.</li> <li>To obtain agreement/acceptance from the Supplier of all Deliverables.</li> </ul>

Head of Product Solutions	[REDACTED]	<ul style="list-style-type: none"> <li>• Overall technical design authority for project</li> <li>• Develop and maintain the overall architecture, vision, and specifications documents in accordance with technical specification and in consultation with the customer.</li> <li>• Ensure the solution is delivered as per the specifications.</li> <li>• Ensure that the performance of the solution meets the service levels.</li> <li>• Ensure that all new configurations can deliver the expected business benefits according to the specifications.</li> </ul>
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## 11.2 Customer Personnel

The named Customer Personnel for each role are specified for the purpose of the Customer Contract. If during this SoW there are any material changes to the Customer's roles set out below that will impact the Supplier's Activities under this SoW, the Customer will reasonably communicate the changes to the Supplier.

Role/Resource	Name	Key Responsibilities
Director, Student Assessment and Online Reporting	[REDACTED]	<ul style="list-style-type: none"> <li>• Director, Student Assessment and Online Reporting, Department executive business owner of the Statement of Work and Contract with Janison</li> <li>• Business owner of the Selective Education Unit and Selective Education Program</li> <li>• Point of escalation for issues that are unable to be resolved by the Director, Selective Education Program</li> </ul>
Director, Selective Education Program	[REDACTED]	<ul style="list-style-type: none"> <li>• Key management contact for the Supplier, responsible for the contractual and commercial management of the Supplier</li> <li>• Point of escalation for issues that are unable to be resolved by the Supplier, and Customer project team</li> <li>• Point of communication for Supplier senior management team and personnel. Point of escalation for any contractual, commercial or budget issues, project resource conflicts, milestone risks and issues/disagreements from the governance meetings</li> </ul>
Project Manager	[REDACTED]	<ul style="list-style-type: none"> <li>• Development of customer project schedule, work with the Supplier on overall project schedule</li> <li>• Project manage progress of the project schedule, project deliverables and performance of the project, ensure project milestones are achieved, project standards and quality of deliverables are maintained as per agreement</li> <li>• Management of any changes to scope of work and subsequent change requests</li> </ul>

		<ul style="list-style-type: none"> <li>• Key project and operational contact for the Supplier, manage and resolve any project issues and escalations with the Supplier</li> <li>• Work with the Supplier to ensure deliverables meet agreed standards</li> <li>• Ensure operational and technical readiness to accept Supplier deliverables</li> <li>• Provide proactive and regular communication and feedback to the supplier regarding project progress, risks, issues and mitigations.</li> <li>• Attend and co-facilitate regular Weekly Status meetings, Senior Management meetings or steering committee meetings as agreed</li> <li>• Manage and maintain risk and issues register and mitigations.</li> <li>• Provide recommendations for improvement and execute if agreed by the Supplier.</li> <li>• Manage customer project team members</li> </ul>
<p>Customer Subject Master Experts and Key Stakeholders</p>		<ul style="list-style-type: none"> <li>• Manage and deliver project and business as usual activities according to the agreed schedule and plan</li> <li>• Provide subject matter expertise and advice on placement technical and operational matters, representing the interests of Department of Education stakeholders</li> <li>• Review and approval of project scope and deliverables</li> </ul>

## 12. Business Contingency Plan

The Supplier to provide the Customer with a Business Contingency Plan for approval on an annual basis.

## 13. Project Plan and Management

The Supplier to provide the Customer with an annual Project Plan for approval.

## 14. Stages and Methodology

Details to be provided in the annual project plan. Each placement tests cycle is considered a Stage for the purposes of the Agreement. Each placement tests cycle will involve delivery of the Deliverables listed in section 4.2.2 in accordance with the applicable Key Milestone dates in section 8.

If the Customer decides to proceed with a subsequent Stage, the Customer is required to provide the notice in accordance section 8 in reference to the Stages.

For clarity, Test item development costs are included in the prior year "Placement Test Cycle".

## 15. Acceptance Testing

The Supplier will perform end-to-end system quality assurance and test specification review. A test Plan encompassing the testing scope, coverage of requirements, roles & responsibilities, and Defect management approach for testing to be undertaken by the Supplier to the Customer as part of Deliverable 4 in section 4.2.1 - Delivery and testing of all system interfaces.

The same test Plan and artifacts (such as manual or automated test cases and scripts) will be reused for end-to-end testing of the production environment. The Customer will be responsible for the creation of User Acceptance Testing (UAT) and production Acceptance test plans and test cases/scripts, which will include information around defect rectification management requirements to be complied with by the Supplier. The Supplier will provide assistance to the Customer in preparing the UAT and production acceptance test plans and test cases/scripts where required by the Customer.

The Customer will perform user acceptance testing (UAT) of the Deliverables and the Supplier will provide UAT support to the Customer.

## 16. Governance Arrangements

As specified in the agreed contract management plan.

## 17. Assumptions and Dependencies

For this SoW, we assume the following:

Development:

- That agreed API approach is the direction to be implemented.
- Customer UAT testing is completed in defined timelines to allow production release to occur
- Development requirements will be specified in a separate document. Agreement and sign off of requirements are required prior to any development work starting.

## 18. Service Level Agreement

As outlined in Annexure D of the Order Form.

## 19. Pricing

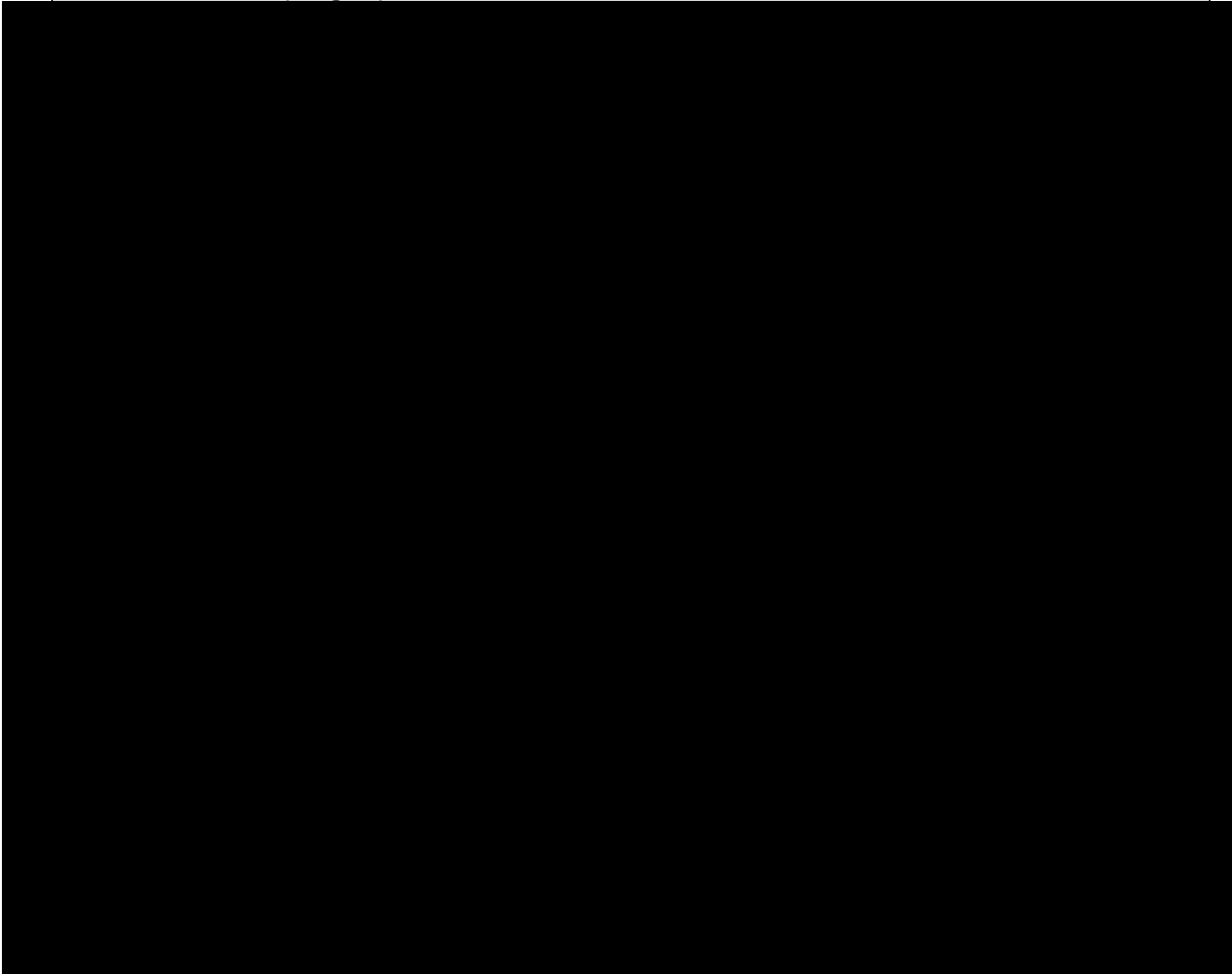
The total Price of this SoW is **\$45,643,300.00\***

\* This does not limit the Customer's or Supplier's rights elsewhere in this SoW or under the Agreement.

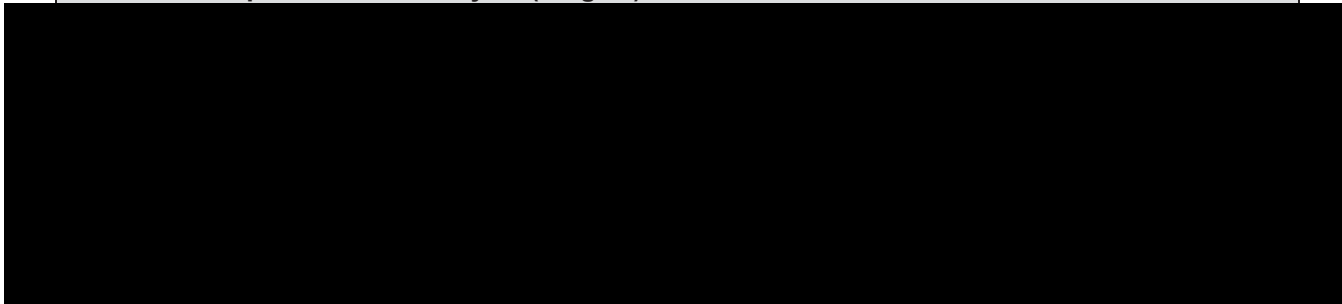
### 19.1 Pricing Schedule

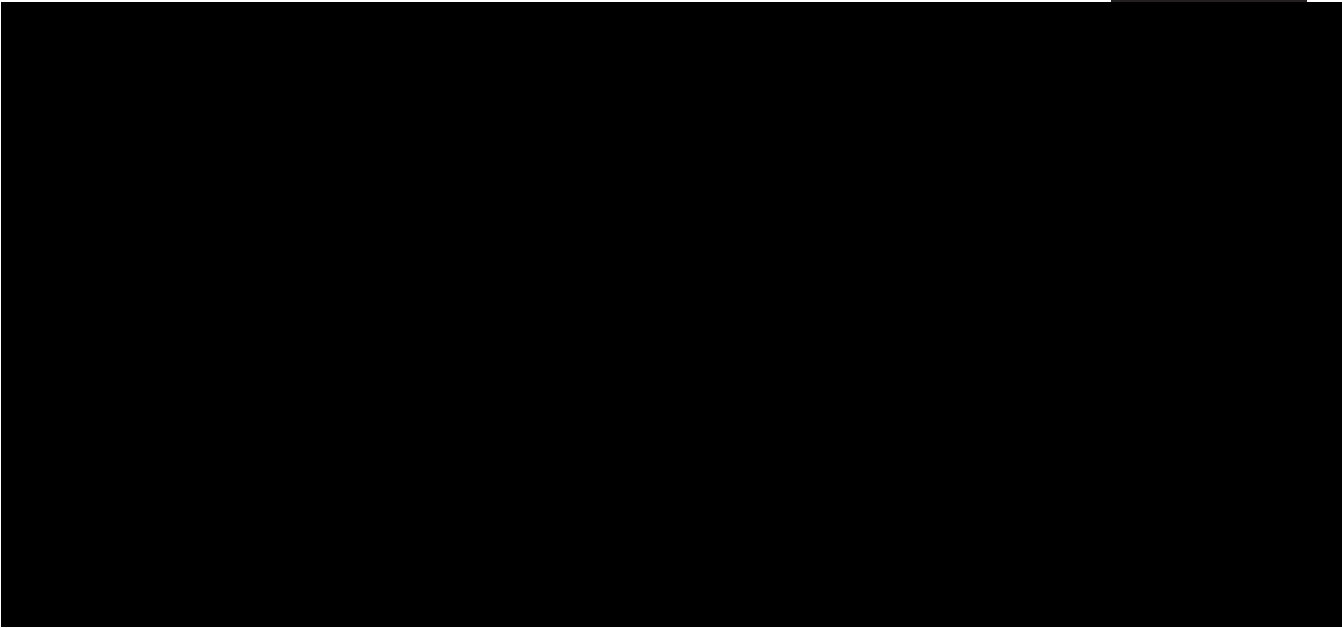
The Supplier may invoice the Customer the "Invoicing Milestone" amount on completion of the corresponding "Milestone".

Milestone ID	Invoicing Milestone	Invoicing Milestone (ex GST)	Date
<b>Year 1- Transition (Stage 1)</b>			

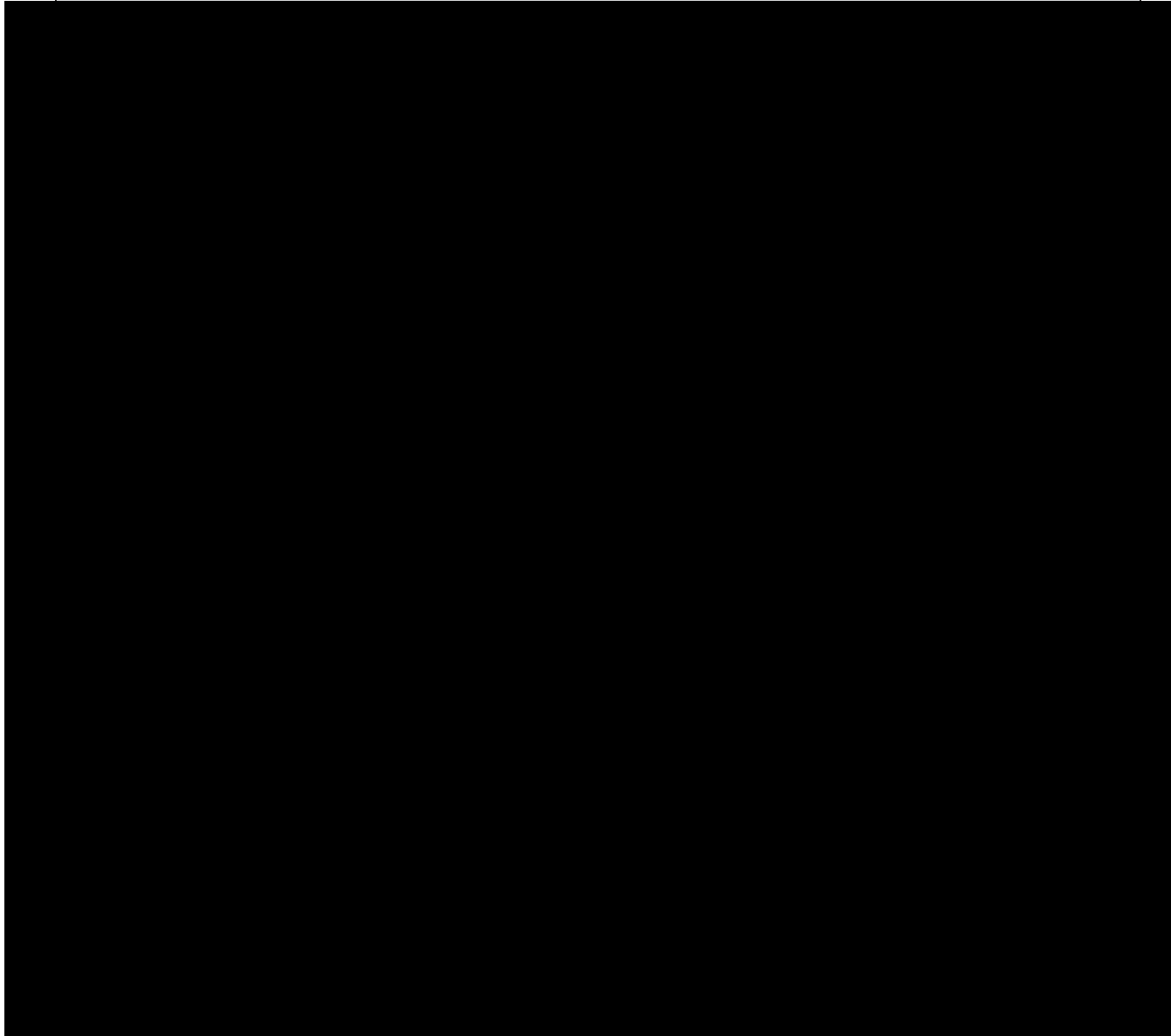


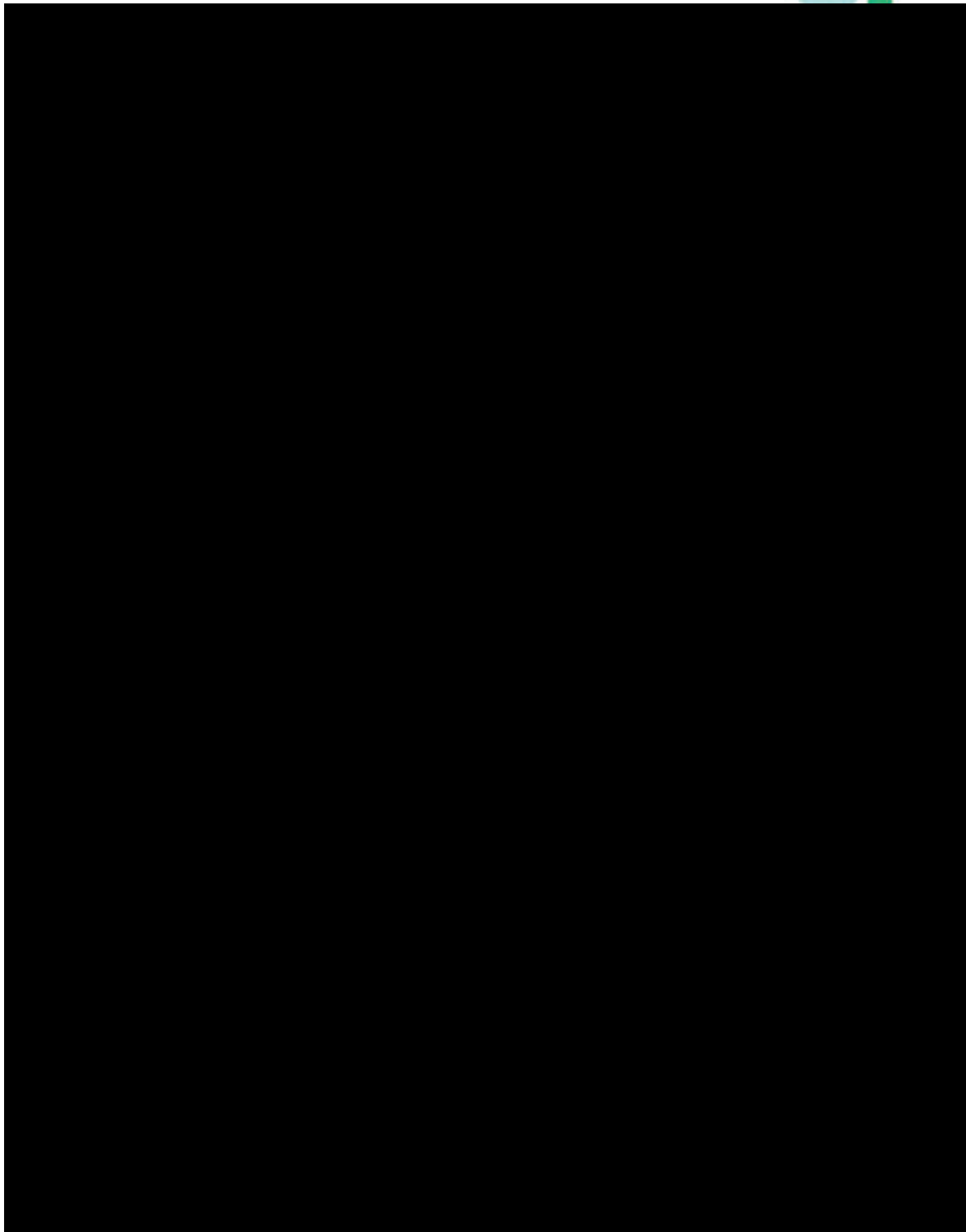
<b>Year 1 Total</b>	<b>\$ 4,939,069.00</b>		
<b>Year 2 – 2025 placement tests cycle (Stage 1)</b>			





<b>Year 2 Total</b>	<b>\$ 10,286,512.00</b>
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## 20. Interpretation

Terms in this Statement of Work which are not otherwise defined in this document have the meaning given to them in the ICTA.

- “Test Event Complete and all results reconciled” means all tested students have completed their test session and questions (excluding the SHS Writing task) have been automatically marked in the Insights Platform.
- “Test Results Release to customer” means complete test results (inclusive of the SHS Writing Task) have been provided to the customer in the agreed format.



## Signature

On signing below the parties indicate their acceptance of this Statement of Work.

Signed for and on behalf of the State of New South Wales by its Department of Education ABN 40 300 173 822 by its authorised representative:



Signature of Customer

Christopher Dale

Print name

5/02/2024

Date

Signed for and on behalf of Janison Solutions Pty Ltd ABN 35 081 897 494 by its authorised representative:



Signature of Authorised Representative

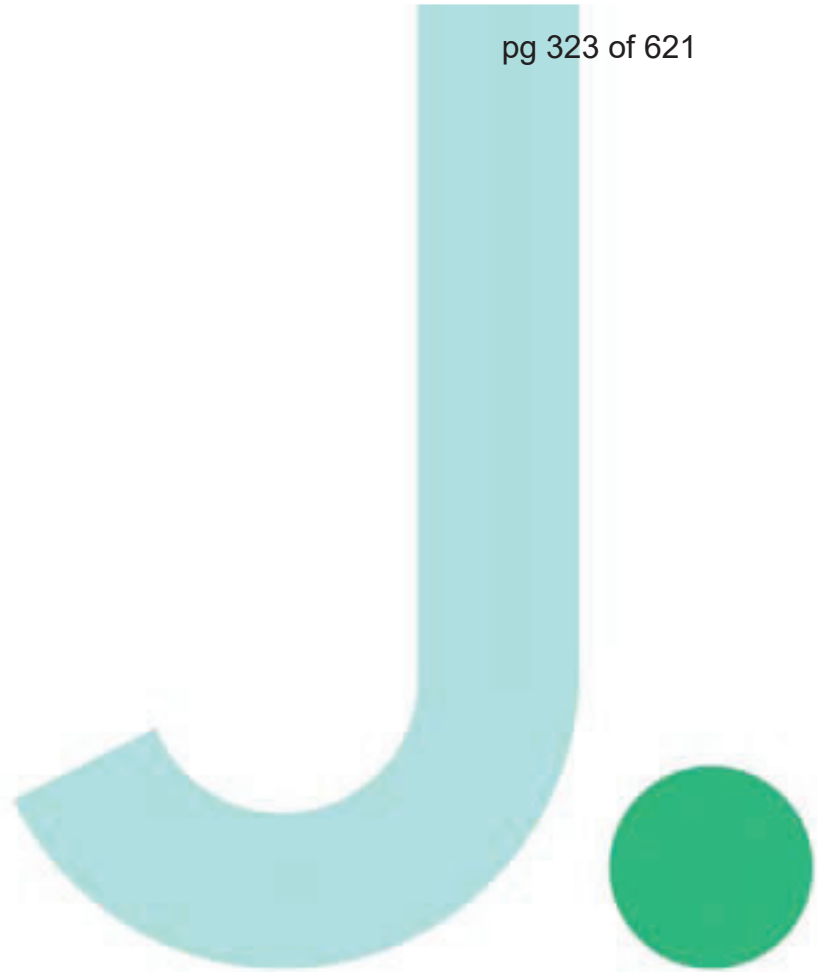
Stuart Halls

Print name

5/2/2024 | 16:32:34 AEDT

Date

**Attachment 1 (NSW DoE SEU. Proof of Identity Options.)**



**Janison.**

**NSW DoE SEU.**

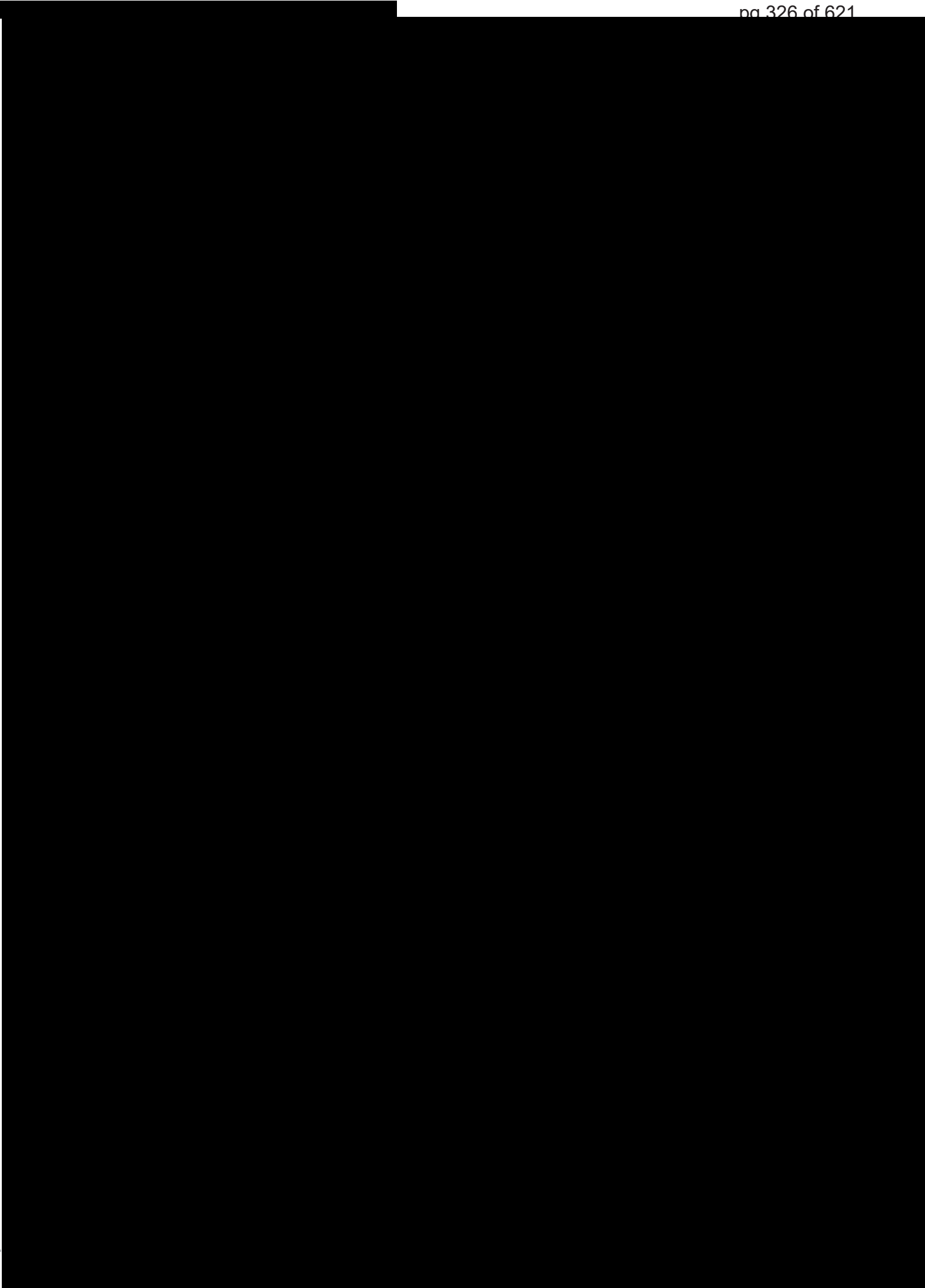
Proof of Identity Options.

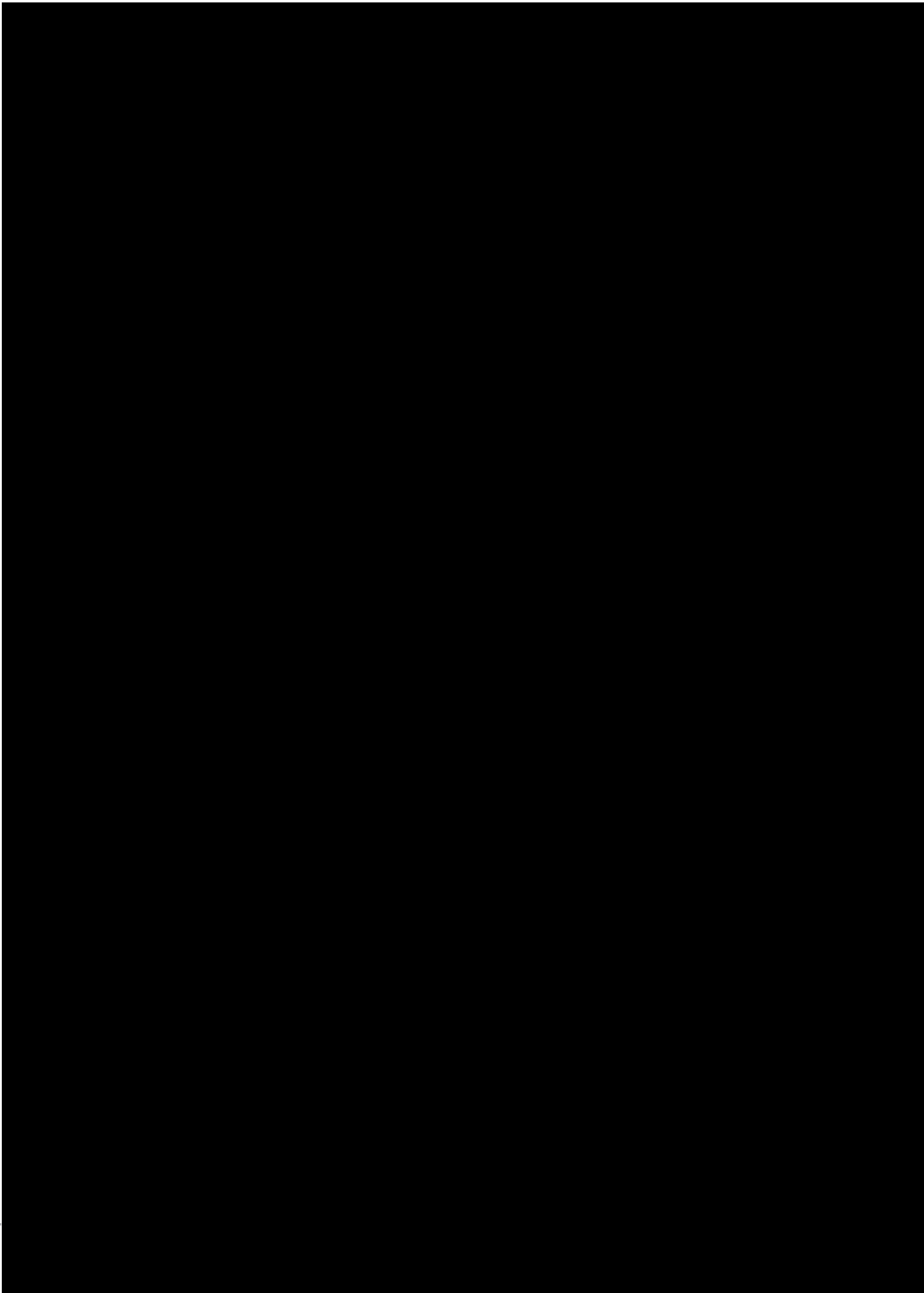
# Contents.

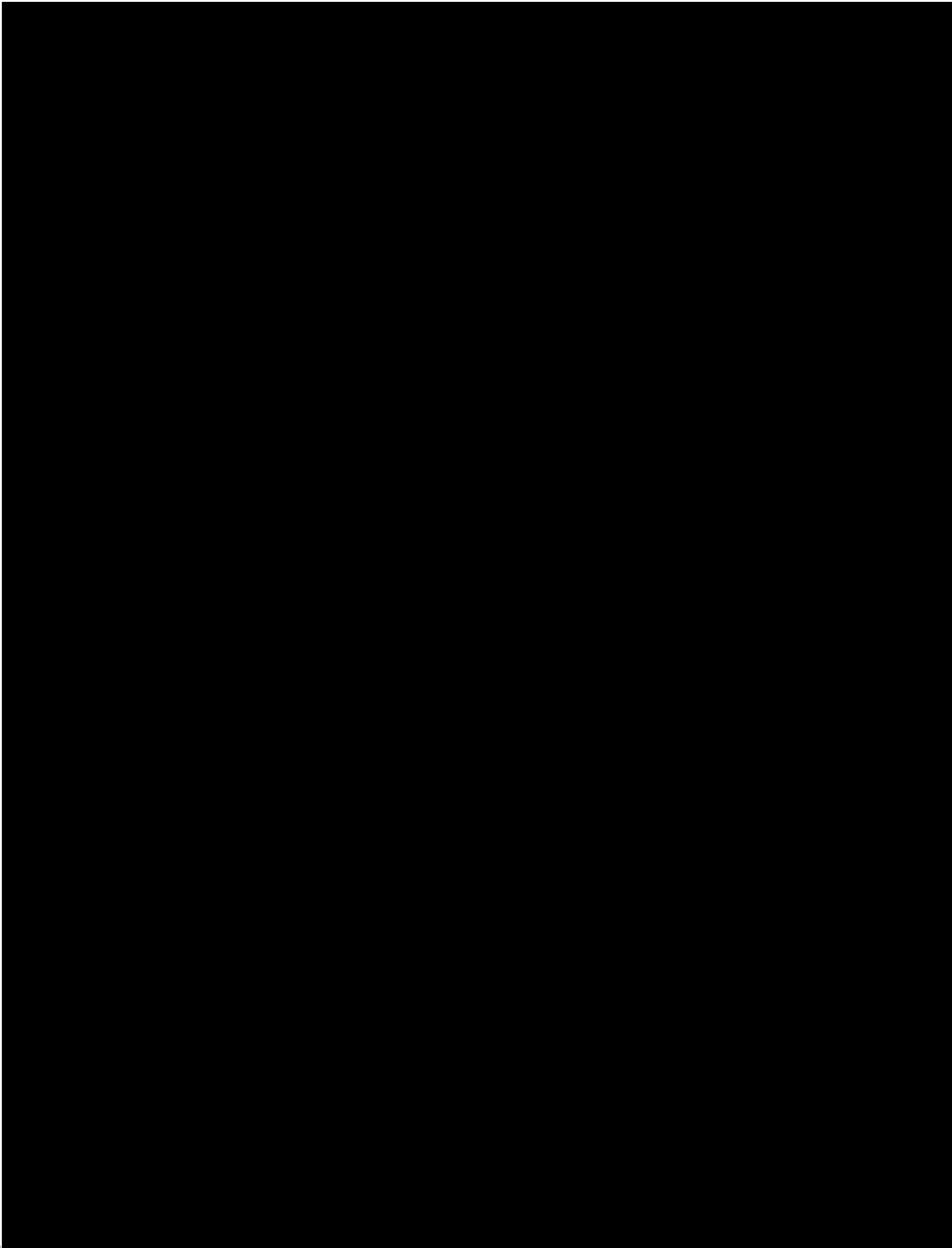
1. Overview .....	2
2. Option 1.....	2
3. Option 2.....	4
4. Option 3.....	5
5. Risk Matrix.....	6
6. Recommended solution .....	7
7. Future review .....	7

[REDACTED]

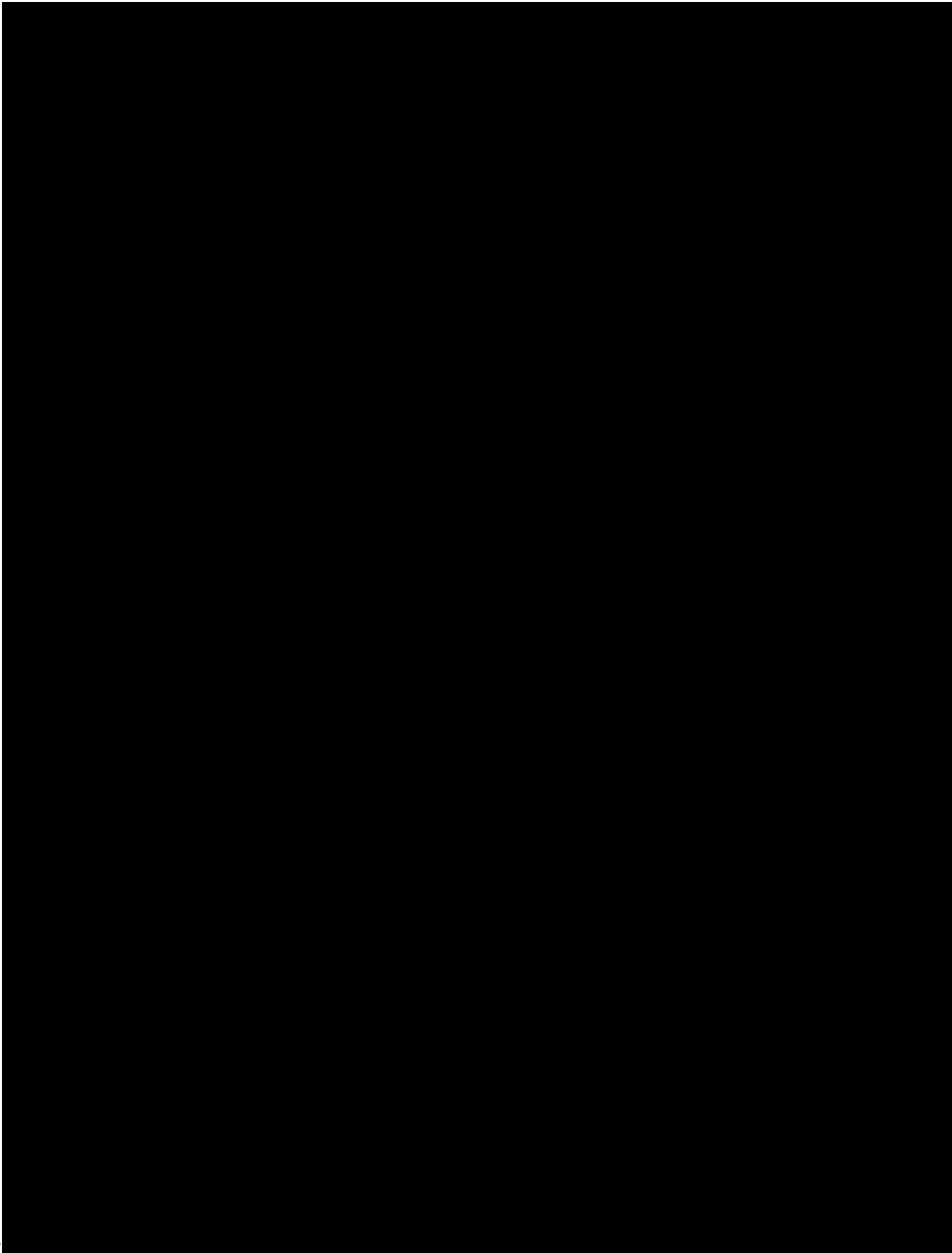
[REDACTED]

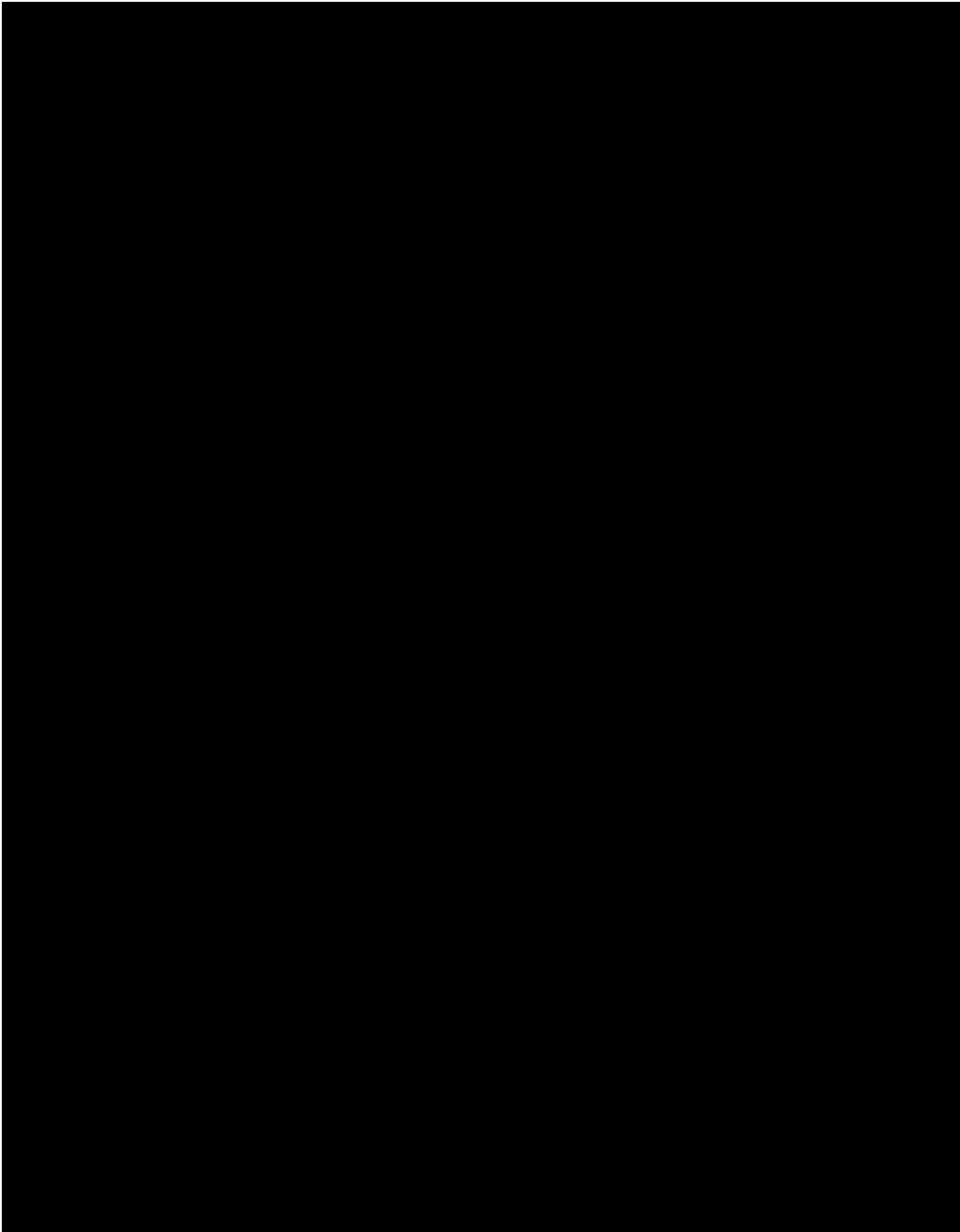












## Annexure C to Order Form – Additional Conditions

### 1. General obligation

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- 1.1. **(Providing Deliverables)** The Supplier must provide the Deliverables in accordance with the terms of this Agreement including the Specifications and the requirements set out in any relevant Statement of Work.
- 1.2. **(Contract Management Plan)** The Supplier must comply with its responsibilities under the Contract Management Plan set out in this Agreement.
- 1.3. **(Customer directions)** The Supplier will comply with all reasonable directions of the Customer in relation to a Statement of Work. The Supplier must still exercise its own judgment and skills as it considers most appropriate to comply with the Customer's directions and the Supplier's obligations. If, in the Supplier's own judgment and utilising its skills, the Supplier does not believe its approach is compatible with the Customer's directions, the Supplier must notify the Customer and obtain its approval to comply with the Customer's directions.

### 2. Tender Response

---

- 2.1. **(Compliance with Tender Response)** The Supplier must, if directed by the Customer, comply with its Tender Response to the extent that anything addressed in the Tender Response is not provided for in this Agreement.
- 2.2. **(Reliance on the Tender and Tender Response)** The Supplier warrants and represents that the information it has provided to the Customer in its Tender Response (**Representations**), are complete, correct and accurate. The Supplier acknowledges that:
  - (a) the Customer relies on the Representations and would not have entered into this Agreement or any SoW had the Supplier not made the Representations; and
  - (b) the Customer will continue to rely on such Representations during the Term of this Agreement.
- 2.3. **(Conflict and priority)** The Tender will have priority over the Tender Response to the extent of any conflict between them, except to the extent that the Customer otherwise agrees in writing.
- 2.4. **(Definitions)** For the purposes of this Agreement:
  - (a) **Tender** means the request for tender (**RFT**) titled "Selective Education Test Provider and Test Management Centre Services" (RFT number: DOE03514/22) issued by the Customer. The Tender includes the documents attached under Annexure G to the Order Form and any subsequent annexure, addendum and clarification issued by the Customer; and
  - (b) **Tender Response** means the Supplier's response to or in relation to the Tender, including:
    - (i) any response to any Customer request for clarification, and
    - (ii) any further information given before the Commencement Date.

### 3. Statements of work

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- 3.1. **(Entering into Statements of Work)** The parties may enter into Statement(s) of Work during the Term.
- 3.2. **(Initiating draft statement of work)** If the Customer wishes to discuss with the Supplier to provide Deliverables under a statement of work, the Customer may:
- (a) propose a draft statement of work setting out its requirements and deliverables and provide it to the Supplier. The Supplier must review the draft, provide comments (if any), and if required by the Customer, complete the statement of work for the Customer's review; or
  - (b) request the Supplier to prepare a draft statement of work in accordance with the Customer's requirements for the Customer's review. The Supplier must prepare a draft statement of work according to this Agreement for the Customer's review within 5 Business Days, or such other period reasonably agreed.
- 3.3. **(Working on draft statement of work)** After receiving the Supplier's comments on a Customer-drafted statement of work, or the Supplier's draft statement of work, the Customer may:
- (a) work together with the Supplier to agree a statement of work from the draft statement of work. The Supplier must negotiate the draft statement of work in good faith; or
  - (b) for any reason, notify the Supplier that the Customer no longer wishes to continue discussions to progress the draft statement of work.
- 3.4. **(Agreeing statement of work)** If the Customer approves the draft statement of work, the parties will sign the agreed statement of work. The signed statement of work will form part of the Agreement and be subject to the Agreement terms.
- 3.5. **(Statement of Work expiry)** Any Statement of Work that has an end date after the Agreement expires or is terminated will continue to be effective until that Statement of Work expires or is terminated earlier according to this Agreement. For clarity, the Supplier must continue to complete the Supplier's Activities under that Statement of Work until it expires or is terminated.
- 3.6. **(Statement of Work termination)** For clarity, the Customer may terminate a Statement of Work in accordance with clause 29 of the Core Terms, or any other termination rights under the Agreement that allow the Customer to reduce its scope. Termination of a Statement of Work will not terminate the Agreement or any other Statement of Work unless otherwise specified by the Customer in the applicable termination notice.
- 3.7. **(Statement of work acknowledgements)** The Supplier acknowledges that:
- (a) the Customer's provision of a draft statement of work, or request for the Supplier to prepare a draft, is no promise or representation that the Supplier will receive any work from the Customer;
  - (b) the Supplier's work in preparing, reviewing, and working together with the Customer to finalise any draft statement of work is carried out at the Supplier's risk and own cost; and
  - (c) no statement of work is binding until the statement of work is signed by both parties. The Customer will have no liability to the Supplier if the Customer does not sign a statement of work. This is the case even if the Supplier has allocated resources to start performing the Supplier's Activities, or has started providing the Supplier's Activities, for that statement of work.

- 3.8. **(Statement of work – commercial terms)** If the Customer wishes to enter into any statement(s) of work with the Supplier in relation to deliverables and services in relation to or contemplated in the RFT:
- (a) the parties will negotiate in good faith the terms of such statement(s) of work. The commercial terms (including scope and unit price) for the services and deliverables in such statement(s) of work will:
    - (i) be no less favorable to the Customer than as set out in the Supplier's response to the Tender process, subject to and to the extent of any increase in scope required by the Customer; and
    - (ii) be fairly and reasonably adjusted for changes in scope (including price decreased for any decreases in scope); and
  - (b) the Supplier acknowledges that it must not change the commercial terms (including scope and unit price) to make them less favorable to the Customer because the Supplier determines that more work effort is required than anticipated, subject to and to the extent of any increase in scope required by the Customer.

#### 4. **Tests delivery methods**

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- 4.1. **(Continuing paper-based Tests delivery)** The Supplier acknowledges that the Customer continues to require the implementation of paper-based testing for the Tests on and from the Commencement Date. As at the Commencement Date, the Customer's intention is for Tests to be delivered electronically via the Cloud Services as soon as possible at locations designated by the Customer. The Customer will notify the Supplier by end of 2024 or earlier, if the Customer is ready to transition to computer-based Tests delivery. The Customer may at its discretion delay the transition to computer-based Tests delivery timeframe arising from its operational needs.
- 4.2. **(Transitioning to computer-based Tests delivery)** Once the Supplier receives the Customer's notice that the Customer is ready to transition to computer-based Tests delivery, the Supplier must work reasonably and in good faith with the Customer to ensure a smooth transition process. For clarity, the Supplier will still be required to develop and deliver paper based Tests (including marking and reporting analysis) in certain circumstances as required by the Specifications.

#### 5. **Project management**

---

- 5.1. **(Requirements, specification and quality)** The Supplier will ensure, through its project manager that the Deliverables are provided to the requirements, specifications, quality, and within the time and cost, set out in this Agreement and any SoW. The Supplier's project manager will:
- (a) track the Customer's responsibilities that has direct impact or dependencies in relation to the Deliverables;
  - (b) notify the Customer's project manager of the need to perform any activities or manage dependencies as agreed in the Agreement. This includes informing the Customer's project manager (with reasonable notice) when an activity is due for performance and/or when a dependency is to occur;
  - (c) proactively and regularly follow up with the Customer's project manager on a regular basis where activities are required to be performed by the Customer, or dependencies managed by the Customer, so that the Customer performs those activities within the agreed timeframes; and
  - (d) make all reasonable effort to avoid any material impact to the delivery of the Deliverables, irrespective of which party is at fault for any delay.
- 5.2. **(Third parties)** The Supplier (and its Personnel) must be willing and able to work with any third party providers who may also provide services to the Customer.

- 5.3. **(Supplier responsibility)** To be clear, the Supplier is responsible for providing all services and items required to provide the Deliverables unless it is expressly set out in the Agreement that it is a Customer responsibility.

## 6. **Quality assurance**

---

The Supplier must ensure that it implements a quality assurance system in accordance with industry best practice with respect to all Services and Deliverables provided under this Agreement such as the marking of Tests. If the Customer reasonably believes that quality issues are arising, the Customer may request the Supplier to review and improve its quality assurance systems. The Supplier must then comply with this request to the Customer's reasonable satisfaction including providing all required documentation to demonstrate the improved systems.

## 7. **Termination for any or no reason by the Customer**

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- 7.1. **(Terminating the Agreement)** The Customer at any time, for any reason, terminate the Agreement by thirty (30) days' written notice to the Supplier, provided that at the time of the Customer's exercise of this termination right:
- (a) there is no agreed SoW; or
  - (b) if there is an agreed SoW, the relevant SoW has been completed or terminated.
- 7.2. **(Additional and separate termination rights)** The Customer's termination rights under this clause 7:
- (a) are in addition and separate to any other termination rights the Customer has under this Agreement; and
  - (b) will not be taken to be a termination for convenience under clause 29.2 of the Core Terms.

## 8. **Marketing and communications**

---

- 8.1. The Supplier must not market to or otherwise contact Schools without the Customer's consent. If the Supplier obtains the Customer's consent, the Supplier will communicate with Schools in accordance with the Customer's directions.
- 8.2. The Supplier acknowledges that the Tests are highly sensitive. The Supplier (including its Personnel) must not, in relation to the Program or any Supplier's Activities:
- (a) make any contact with any media organisation; or
  - (b) make any public statements or comments (including on any social media platform), before, during or after the Program tests are completed.
- 8.3. The Customer provides its consent to the Supplier to communicate with Schools about existing services unrelated to the Program or the Tests. To be clear, this consent does not permit the Supplier to communicate with Schools about any selective high schools or opportunity class placement testing (e.g. any selective high schools testing conducted by a School outside of its normal entry year).

## 9. **Conflicts of Interest**

---

- 9.1. For the purposes of compliance with clause 12.7 of the Core Terms, the Supplier must ensure its Personnel (including Cambridge (as defined in Item 20 of the Schedule 2 (Order Form))) disclose

any potential Conflicts of Interest relating to the Supplier's Activities or the Program, whether real or perceived.

- 9.2. Once a potential Conflict of Interest is communicated to the Supplier, the Supplier will evaluate the situation to determine the level of risk it poses. If a Conflict of Interest is identified, the Supplier will take steps to mitigate or eliminate the Conflict of Interest, such as reassigning responsibilities or removing involvement of the relevant Personnel in decision-making processes related to the conflicting interest.
- 9.3. The Supplier has and will maintain in place an internal reporting system for its staff Personnel to report any suspicions they may have regarding a colleague declaration in relation to any Conflict of Interest. Any reports submitted to the Supplier will be reasonably investigated to mitigate the any security risks associated with tutoring or coaching college affiliations.
- 9.4. During each year of the Term, the Supplier must provide, and ensure its subcontractor The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment Cambridge provides, an annual declaration of any Conflicts of Interest.
- 9.5. For the purposes of this Agreement, and without limiting the Conflicts of Interest definition in Schedule 1, each of the following is considered a Conflict of Interest and needs to be promptly declared to the Customer:
- (a) if a member of Supplier Personnel has, or their close family member(s) have, a relationship, affiliation or association with any tutoring or coaching colleges; or
  - (b) if a member of Supplier Personnel has any family member(s) sitting in any upcoming Program test, or their friend's child is sitting in any upcoming Program test; or
  - (c) if a member of Supplier Personnel delivers any services in other areas of the business that may cause a perceived Conflict of Interest.
- 9.6. This clause is in addition to the Supplier's obligations and the Customer's rights under clause 12.7 of the Core Terms.

## 10. **Freedom of information requests**

---

- 10.1. Where the Supplier (including its Personnel) receives any freedom of information request for information or data relating to the Program or any Supplier's Activities (**FOI Request**), the Supplier must, and must ensure its Personnel:
- (a) promptly notify the Customer of such FOI Request to enable the Customer to assess and determine whether:
    - (i) such information or data can be disclosed to the requester; or
    - (ii) any protective order or other appropriate remedy needs to be sought;
  - (b) unless it would lead to the Supplier's or its Personnel's violation of any applicable Laws, ensure that any FOI Request is managed and processed according to the Customer's directions) and the laws of NSW, Australia; and
  - (c) where the process under clause 10.1(b) above is prohibited by applicable laws, still engage with the Customer, and keep the Customer informed, throughout the FOI Request process.

## 11. **Amendments to the Core Terms and Schedule 1**

---

- 11.1. The parties agree to amend the Core Terms and Schedule 1 to the Agreement in accordance with this clause.

- (a) **(No deemed acceptance)**
- (i) **(Document Deliverables)**
- (A) Clause 8.1(e) is amended by deleting “, *except where clause 8.2(f) applies.*”
- (B) Clause 8.2(f) is amended by:
- (1) deleting “If the Customer does not approve or reject the relevant Document Deliverable or otherwise communicate with the Supplier in relation to that reminder notice within 10 Business Days of its receipt, then the relevant Document Deliverable will be deemed to have been approved by the Customer.”, and
- (2) replacing with “*Unless otherwise agreed between the parties, the Customer will respond to the Supplier within a reasonable period of time or any agreed timeframes set out in the relevant SoW(s) for that Document Deliverable.*”.
- (ii) **(Acceptance Testing)** Clause 14.3(f) is amended by:
- (A) deleting “*If the Customer does not take one of the actions referred to in clause 14.3(c) or otherwise communicate with the Supplier in relation to that reminder notice within 15 Business Days of its receipt, then the relevant Deliverable will be deemed to have been Accepted by the Customer.*”, and
- (B) replacing with “*Unless otherwise agreed between the parties, the Customer will respond to the Supplier within a reasonable period of time or any agreed timeframes set out in the relevant SoW(s) for that Deliverable.*”.
- (b) **(Master ICT Agreement not used)** This Agreement is not formed under a Master ICT Agreement (**MICTA**). All references to MICTA and Contract Authority have been deleted from this Agreement.
- (c) **(Termination for convenience notice period)** The Customer will provide 30 days’ written notice in advance to the Supplier before it may exercise its right to terminate for convenience under clause 29.2 of the Core Terms.
- (d) **(Step In Rights)** In exercising any Step-In Rights under clause 26 of the Core Terms, the Customer must act reasonably. Unless otherwise agreed between the parties, for the purposes of clause 26.1(f)(ii)A, the Supplier shall only be liable for reasonable costs incurred by the Customer. The Customer will provide to the Supplier the invoice or reasonable documentary evidence for any costs incurred by the Customer under clause 26.1(f)(ii).
- (e) **(Critical CSI)** Clause 6.2 (c) is deleted and replaced with the following:
- “The following will not be a breach of this Agreement by the Customer in relation to Critical CSI but will entitle the Supplier to an extension of time if clause 6.8 applies:
- (i) the Customer failing to supply the CSI at the times and in accordance with any requirements specified in the relevant SoW(s);



- (ii) the Customer failing to maintain the CSI to any minimum standards specified in the relevant SoW(s); or
  - (iii) any Other Supplier failing to supply items in accordance with any requirements specified in the relevant SoW(s).”
- (f) **(Amended definition)** The following definition in clause 1.1 (Definitions) of Schedule 1 is deleted in its entirety and replaced with:
- (i) **Statement of Work or SoW** means a statement of work incorporated within or attached to an Order Form, or agreed later by the parties from time to time during the Term according to the Additional Conditions. An illustrative form of which is set out in Schedule 3.
  - (ii) **Security Incident** means any one or more of the following in relation to this Agreement:
    - (a) any unauthorised or unlawful use of, loss of, access to, alteration of, or disclosure of Customer Data or Personal Information within the Supplier's or its Personnel's possession or control (including any data and information stored on the Supplier's equipment or in the facilities used by the Supplier to carry out the Supplier's Activities, or any unauthorised or unlawful access to such equipment or facilities);
    - (b) any notifiable data breach under the Privacy Laws;
    - (c) any Denial of Service Attack, Virus or other incident that comprises or adversely impacts the security, availability or integrity of Customer Data, the systems and technologies holding such data or the Customer Environment (or which has the intent to do so);
    - (d) any security breaches, cyber security incidents or similar events relating to or affecting Customer Data, Personal Information or the Customer Environment which trigger, or are likely to trigger, contractual reporting obligations or legal reporting obligations to an Authority or which would require a response or action under this Agreement, at Law or under any of the Policies, Codes and Standards;
    - (e) where there are reasonable grounds to suspect that any breaches or circumstances under paragraphs (a) to (d) have occurred or are likely to have occurred or will occur; or
    - (f) any alleged occurrence of any of the above events or circumstances.
- (g) **(New definitions)** The following new definition is added to Schedule 1:
- (i) **Program** means the Customer's selective education program to identify and provide opportunities to high potential and gifted students in NSW to be placed in opportunity class (for years 5-6 students) in the Customer's primary schools and selective high schools (for year 7 entry and years 8-12 entry respectively).
  - (ii) **School(s)** means any of the Customer's schools.
  - (iii) **Test(s)** means any test(s) developed by the Supplier under this Agreement for the Customer to assess students' suitability for the Program.

*ICTA*

**Attachment 1**

**(The NSW Department of Education Information Security Requirements)**

# NSW Department of Education Information Security Requirements

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## 1. Background

- (a) **(Safeguard and protection of Customer Data)** The safeguard and protection of Customer Data is one of the Customer's highest priorities.
- (b) **(Information Security Requirements)** The Customer's Information Security Requirements are set out in this document and elsewhere in the Agreement. The Information Security Requirements are essential terms of the Agreement.
- (c) **(Supplier acknowledgments)** The Supplier acknowledges that:
  - (i) the Supplier and its Deliverables and Services must meet the Information Security Requirements;
  - (ii) the Supplier must maintain and continuously improve its security measures; and
  - (iii) the Customer may change, including increase, the requirements in the Information Security Requirements over the term of the Agreement.
- (d) **(Location and Personnel)** The Supplier must only collect, transfer, store, host, process, disclose, allow access to or view Customer Data in compliance with the Agreement. The Agreement includes limitations on:
  - (i) the geographic locations where Customer Data may be transferred, stored, hosted, processed, disclosed, accessed and viewed; and
  - (ii) the identity of the Personnel and third parties that may be transferred, store, host, process, be disclosed, have access to or view Customer Data.
- (e) **(Supplier Personnel)** The Information Security Requirements also apply to the Supplier's Personnel. The Supplier is responsible for ensuring those persons comply with the Information Security Requirements.
- (f) **(Non-compliance)** The Supplier's failure to comply with the Information Security Requirements may result in the Customer exercising its rights under the Agreement, including termination, suspension and seeking damages from the Supplier.

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## 2. Relationship to Agreement

- (a) Clause 19.2 of the Core Terms requires the Supplier to comply with the Information Security Requirements in carrying out the Supplier's Activities.
- (b) This document forms part of the Information Security Requirements.
- (c) These DoE Information Security Requirements do not reduce any rights or obligations in the Core Terms or any Module Terms.

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### 3. Definitions and interpretation

Terms used in these DoE Information Security Requirements have the meaning set out in Schedule 1 (Definitions and interpretation) of the Agreement. Also, in the Agreement, unless the contrary intention appears:

**Approved Third Party** has the meaning given to it in clause 18(a).

**Approved Third Party Schedule** has the meaning given to it in clause 18(c).

**Customer Data** has the same meaning as set out on the Core Terms and includes data (including metadata) and information relating to the Customer's students, and parents, guardians and caregivers of those students, and families of those students.

**Cyber Security Framework or CSF** means a structured approach, including organisational and technical security measures, relating to IT security.

**DoE Information Security Requirements** means this document called the 'NSW Department of Education Information Security Requirements'.

**Information Security Management System or ISMS** means the same as Cyber Security Framework or CSF.

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### 4. Location of Customer Data (including Personal Information)

*Clauses 19.3 and 20.1(a)(iv) of the Core Terms, and Item 39 of the Order Form, set out restrictions on the location of Customer Data (including Personal Information).*

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### 5. Customer Data

*Clause 19 of the Core Terms sets out obligations and requirements relating to Customer Data. These DoE Information Security Requirements set out further requirements.*

#### 5.1 Data in non-production and development environments

The Supplier must use non-identifying data that does not contain any Customer Data (including Personal Information) or Confidential Information within its development and testing environments for the Deliverables and Services.

#### 5.2 Data analytics

The Supplier must not perform any data analytics on Customer Data, except:

- (a) the Supplier may include functionality in the Deliverables that allows the Customer to do these things; and
- (b) to the extent approved by the Customer in writing.

For clarity, the Supplier may analyse Performance Data for the purpose of support Services and enhancement of its Deliverables and Services.

#### 5.3 Backup of Customer Data

Unless otherwise set out in the Order Form, the Supplier must comply with this clause 5.3.

- (a) **(Supplier responsible for backups)** The Supplier:
  - (i) must make and store backup copies of Customer Data as part of the Services;

- (ii) is responsible for taking and maintaining adequate and regular backups of the Customer Data that is loaded into the Deliverables; and
  - (iii) must perform an initial backup of such data.
- (b) **(Customer backup option)** If requested by the Customer, the Supplier must reasonably assist the Customer to:
  - (i) make its own backups of any Customer Data loaded into the Deliverables; and
  - (ii) transfer or restore data in relation to any backups made by the Customer.

Any backup taken by the Customer does not reduce the Supplier's obligations under the Agreement.
- (c) **(Accurate & complete restoration)** A backup undertaken under this clause 5.3 must be undertaken in a manner which enables the relevant Customer Data to be accurately and completely restored, in the event that any failure of the Deliverables, Services or the Supplier's Activities causes damage to, or loss of, that data.
- (d) **(Daily backups)** The Supplier must take and maintain daily backups of Customer Data and ensure that:
  - (i) backups of Customer Data software and configuration settings are performed and retained in a coordinated and resilient manner in accordance with business continuity requirements
  - (ii) restoration of systems, software and important data from backups is tested in a coordinated manner as part of disaster recovery exercises
  - (iii) unprivileged accounts, and privileged accounts (excluding backup administrators), cannot access backups; and
  - (iv) unprivileged accounts, and privileged accounts (excluding backup break glass accounts), are prevented from modifying or deleting backups.
- (e) **(Test integrity)** The Supplier must:
  - (i) check the integrity of all backup Customer Data at least annually;
  - (ii) test full restoration of backups at least once when initially implemented, and each time fundamental information technology infrastructure changes occur; and
  - (iii) test partial restoration of backups at least quarterly.
- (f) **(Business Contingency Plan)** The Business Contingency Plan must include redundancies, backups and disaster recovery mechanisms to facilitate access to Customer Data in the event of a Disaster, within the timeframes required to comply with the Agreement.

#### 5.4 Rights to access, use, extract and retrieve Customer Data

- (a) **(No additional cost)** Any access, use, interaction, extraction, retrieval or deletion of Customer Data as contemplated in clause 19.6 of the Core Terms must be at no additional cost to the Customer.

- (b) **(Timeframe to retrieve or delete)** The applicable timeframe in clause 19.6(b)(i) of the Core Terms is within 24 hours of the Customer's request, unless another timeframe is set out in Item 40 of the Order Form.

## 5.5 Record, retention, return and destruction of Customer Data

- (a) The Supplier must:
- (i) **(Records of Customer Data)** establish, keep and maintain complete, accurate and up-to-date records of all Customer Data accessed, collected or changed by it;
  - (ii) **(Audit trails & activity logs)** ensure that the Deliverables and Services, including any and all information and communications technology (ICT) systems or enhancements (including new ICT systems or enhancements), include processes for audit trails and activity logging to assess the accuracy and integrity of all Customer Data stored, hosted or processed by the Supplier. This includes processes for internal fraud detection and tracking of all failed login attempts by any user; and
  - (iii) **(Copies of records)** make copies of the records referred to in clause 5.5(a)(i) and 5.5(a)(ii) available to the Customer immediately upon request.
- (b) **(Destroy or return Customer Data)** The Supplier must destroy or return all records and backups of Customer Data in accordance with clause 19.7(b)(ii) of the Core Terms within 14 days of the Customer's request, unless another timeframe is set out in Item 41 of the Order Form.
- (c) **(Permanently destroy Customer Data after end of Agreement)**
- (i) **(Timeframe)** If the Customer has not provided the Supplier with a direction under clause 19.7(b)(ii) of the Core Terms, the Supplier must securely and permanently destroy all Customer Data (including backups and audit and access logs) within 6 months after termination or expiry of the Agreement, unless a shorter timeframe is nominated by the Customer or set out in Item 40 of the Order Form.
  - (ii) **(Certificate)** The Supplier must provide a certificate confirming that the Customer Data has been securely and permanently destroyed Supplier within the timeframe in clause 5.5(c)(i), unless another timeframe is set out in Item 40 of the Order Form.

## 5.6 Media decommissioning

- (a) **(Supplier conduct media decommissioning)** Unless otherwise set out in Item 40 of the Order Form, the Supplier must conduct a media decommissioning process prior to the final disposal of any storage media used to store Customer Data. The Supplier must ensure that:
- (i) prior to final disposal, any storage media used to store Customer Data will be securely degaussed, erased, purged, physically destroyed, or otherwise sanitised in accordance with the requirements of the Australian Government Information Security Manual and the Customer's Policies, Codes and Standards; and
  - (ii) it complies with any additional requirements in respect of decommissioning that may be set out in the Order Form.

- (b) **(Report or certification)** If requested by the Customer, the Supplier must provide the Customer with a report or certification showing that clause 5.6(a) has been complied with.
- (c) **Australian Government Information Security Manual** means the Australian Government's manual of the same name available at <https://www.cyber.gov.au/acsc/view-all-content/advice/using-australian-government-information-security-manual> (or such other link as notified by the Customer to the Supplier).

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## 6. Data Collection Conditions

If the Order Form specifies that the Supplier or its Deliverables may only collect certain types of Customer Data (**Data Collection Conditions**):

- (a) **(Customer Data Supplier can collect)** the Customer Data set out in the Data Collection Conditions is the only Customer Data that the Supplier, its Deliverables or its Services may collect in relation to the Customer and the Agreement, including its:
  - (i) operations, facilities, assets and programs;
  - (ii) customers, clients and Personnel; and
  - (iii) students, parents or guardians or caregivers of those students, and families of those students; and
- (b) **(Additional terms)** the Supplier must comply with any additional terms for the collection of Customer Data set out in the Data Collection Conditions.

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## 7. Data storage provider

- (a) **(Data storage provider approved by Customer)** The Supplier must ensure that all storing, hosting or processing of Customer Data is only at a location and by a data storage provider approved by the Customer (**Data Storage Provider**). For clarity, this requirement applies to all Customer Data stored, hosted or processed by the Supplier and the Supplier's Personnel (including subcontractors).
- (b) **(Third Party Validated Cyber Security Framework for Data Storage Providers)** Unless otherwise set out in the Order Form, the Supplier must ensure that any Data Storage Provider has a CSF or ISMS that:
  - (i) is certified in accordance with ISO27001 (standard for an information security management system);
  - (ii) has internal controls that are suitably designed and implemented by reference to the specific focus criteria (security, confidentiality, privacy, availability and processing integrity) set out in the American Institute of Certified Public Accountants' (AICPA) Trust Services Criteria, as evidenced by a compliant SOC 2 Type II report;
  - (iii) is verified by an independent third party as compliant with at least tier 3 of the National Institute of Standards and Technology Cybersecurity Framework; or
  - (iv) meets any other third party validated cyber security framework as set out in Item 40 the Order Form.

(each referred to as a **Third Party Validated Cyber Security Framework for Data Storage Providers**)

*If the Cloud Module is used, see Item 68 of the Order Form. Otherwise see Item 40 of the Order Form.*

- (c) **(Location of Data Storage Provider)** Data Storage Providers must only be located at the location set out in the Order Form.
- (d) **(Change location of Data Storage Provider)** The Supplier must not change the location of a Data Storage Provider without the Customer's prior written approval.
- (e) **(Not relieve other obligations)** Nothing in this clause 7 relieves the Supplier of its obligations to protect and keep Customer Data secure in accordance with the Agreement.

## 8. Privacy

*Clause 20 of the Core Terms sets out obligations and requirements relating to privacy. These DoE Information Security Requirements set out further requirements.*

### 8.1 Location of Personal Information

*Clause 20.1(a)(iv) of the Core Terms and Item 39 of the Order Form, set out limitations on the location of Personal Information.*

### 8.2 Data Management and Protection Plan

The Supplier must make any changes to the Data Management and Protection Plan as reasonably requested by the Customer from time to time, within the timeframe reasonably required by the Customer.

### 8.3 Privacy Impact Assessment

The Customer may conduct privacy impact assessments relating to the Supplier's Activities, the Deliverables and Services.

The Supplier must reasonably cooperate and assist the Customer (including its Personnel) with any privacy impact assessment. The Supplier will do this at no additional cost to the Customer.

## 9. Security

*Security Program is also known as Information Security Management System (ISMS) or Cybersecurity Framework (CSF).*

*Clause 21 of the Core Terms sets out security obligations. These DoE Information Security Requirements set out further requirements.*

### 9.1 Security Program

*Clause 21.2 of the Core Terms describes a Security Program.*

*This clause 9.1 and Schedule 1 set out standards and requirements for the Security Program. Item 40 of the Order Form will specify which standards and requirements apply.*

- (a) **(Scope of Security Program)** The standards and requirements for the Security Program must cover the scope in clause 21 of the Core Terms.



- (b) **(Third Party Validated Cyber Security Framework)** If set out in Item 40 of the Order Form, the Supplier must implement, maintain and enforce a Security Program:
- (i) that is certified in accordance with ISO27001 (standard for an information security management system);
  - (ii) that has internal controls that are suitably designed and implemented by reference to the specific focus criteria (security, confidentiality, privacy, availability and processing integrity) set out in the American Institute of Certified Public Accountants' (AICPA) Trust Services Criteria, as evidenced by a compliant SOC 2 Type II report;
  - (iii) that is verified by an independent third party as compliant with at least tier 2 of the National Institute of Standards and Technology Cybersecurity Framework; or
  - (iv) that meets any other third party validated cyber security framework as set out in Item 40 the Order Form.

(each referred to as a **Third Party Validated Cyber Security Framework**)

- (c) **(Not Third Party Validated Cyber Security Framework)** If set out in Item 40 of the Order Form, the Supplier must comply with the requirements set out in Schedule 1 to these DoE Information Security Requirements.

*Note: This clause 9.1(c) will generally apply where the Supplier does not have a Third Party Validated Cyber Security Framework.*

## 9.2 Audits and compliance

On 15 June every year during the Term, the Supplier must provide the Customer with electronic copies of all documents, reports and other items referred to in clause 21.3(b) of the Core Terms, except the reports referred to in clause 21.3(b)(iii) of the Core Terms.

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## 10. Security Incidents

*Clause 22 of the of the Core Terms sets out Security Incident obligations. These DoE Information Security Requirements set out further requirements.*

### 10.1 Notification of Security Incidents

For Security Incidents that involve unauthorised use of, loss of or access to Customer Data, the Supplier must immediately provide to the Customer, to the extent known at the time of notification, the following details:

- (a) **(Date and time)** the date and time of the Security Incident and a description of the Security Incident;
- (b) **(Impact on Customer Data)** impact of the Security Incident on Customer Data, the Deliverables and Services, including any information on records impacted, or which may be impacted, and any Customer Data and other information that has been or may have been lost or accessed as a result of the Security Incident;
- (c) **(Actions taken by Supplier)** a list of actions taken by the Supplier to mitigate the impact of the Security Incident; and
- (d) **(Results of investigations)** results of the Supplier's investigations to date and analysis of the Security Incident.

This notification requirement is in addition to the requirements set out in clause 22.1 of the Core Terms.

## 10.2 Actions required in relation to a Security Incident

- (a) **(Timeframe for actions in relation to Security Incident)** The applicable timeframe in clause 22.2(a) of the Core Terms, is immediately but no later than 24 hours after the earlier of when the Supplier becomes aware of any Security Incident, or the Customer notifies the Supplier that the Customer reasonably believes a Security Incident has occurred or is about to occur.
- (b) **(Information and assistance)** The Supplier must provide any information and assistance requested by the Customer in relation to the Security Incident or Remediation Plan, within the timeframe requested by the Customer. This timeframe may be shorter than any other timeframe set out in these DoE Information Security Requirements or the Agreement.
- (c) **(Obligations are ongoing)** The Supplier's obligations in relation to Security Incidents are ongoing. The Supplier must provide updates on details and information required to be provided under this clause 10.2 and clause 22 of the Core Terms on a daily basis, unless another timeframe is requested by the Customer. The Customer may specify the manner and frequency for the Supplier to provide these and information details from time to time.
- (d) **(Notification email)** Any notification by the Supplier to the Customer in accordance with clause 22 of the Core Terms and this clause 10, must be sent to [cybersupport@det.nsw.edu.au](mailto:cybersupport@det.nsw.edu.au), unless otherwise set out in Item 40 of the Order Form or notified by the Customer.

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## 11. Information on security

- (a) **(Provide security related information on request)** The Supplier must provide security related information, in connection with the Deliverables, Services and Supplier's Activities, within 14 days (or a shorter period reasonably nominated by the Customer) of the Customer's request.
- (b) **(Redact where not permitted to provide information)** Where the Supplier is not permitted to provide the Customer with anything requested (due to confidentiality obligations to third parties or because to do so would cause the Supplier to breach any Law or relevant security certification that the Supplier is subject to), the Supplier may (acting reasonably) redact components that it is not permitted to provide to the Customer but only to the extent needed to prevent the Supplier's non-compliance.

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## 12. Confidentiality

*Clause 23 of the Core Terms sets out confidentiality obligations. These DoE Information Security Requirements set out further details about the Supplier's obligations.*

The Supplier must comply with the obligations under the Agreement in relation to both Confidential Information and Customer Data. For Customer Data that includes Confidential Information, in the event of any conflict or inconsistency between terms relating to Confidential Information and terms relating to Customer Data, the terms relating to Customer Data will prevail to the extent of such conflict or inconsistency.

## 13. Background and security checks

*Clause 11.6 and 19.1(d)(iv) of the Core Terms set out obligations and requirements for background and security checks. These DoE Information Security Requirements set out further details about the Supplier's obligations.*

- (a) The Supplier must carry out the following background and security checks of its Personnel:
- (i) **(Working with Children Check)** The Supplier must ensure that all Personnel that may:
- A. view or have access to Customer Data about students; or
  - B. have direct contact with children
- have a "Working with Children" check under the relevant Child Protection Laws based on where the Personnel reside.
- Child Protection Laws** means any legislation relating to child protection, welfare and safety in Australia or other overseas jurisdictions (where applicable), such as the Child Protection (Working with Children) Act 2012 (NSW).
- (ii) **(Criminal records)** The Supplier must ensure that its Personnel that may view or have access to Customer Data or Confidential Information, that is more than just contact information of the Customer's Personnel to administer the Agreement, have the following background checks:
- A. for Personnel who are Australian residents: perform or procure a National Police Check of that person from the Criminal Records Branch of the Australian Federal Police;
  - B. for Personnel who reside outside of Australia: perform or procure a criminal record check of that person from the relevant police force of the jurisdiction where the Supplier Personnel resides.
- (iii) **(Fit and proper)** The Supplier's Personnel are not "fit and proper" to be involved in the provision of the Supplier's Activities if they:
- A. based on where they reside, are prohibited from providing or being involved in child-related work under any relevant legislation relating to child protection, welfare and safety in Australia or other overseas jurisdictions (where applicable), such as the Child Protection (Working with Children) Act 2012 (NSW); or
  - B. they have been convicted of, or the Supplier has reliable information indicating that a trial is currently underway against the Personnel which could result in a conviction of, any offence which:
    1. involves an element of dishonesty or violence; or
    2. involves behaviour which is, in the reasonable opinion of the Customer inconsistent with the inherent requirements of the roles the relevant person will be required to perform.

- (b) **(Results of background and security checks)** The Supplier must provide the results of the background and security checks to the Customer's Representative within 3 Business Days of the Customer's request (or within such other time as set out in Item 22 of the Order Form or reasonably requested by the Customer).

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## 14. Additional security requirements

### 14.1 Encryption of Customer Data

Unless otherwise set out at Item 40 of the Order Form, the Supplier must ensure that all Customer Data:

- (a) **(In transit)** in the Supplier's possession, or otherwise transferred, processed, disclosed, viewed, or accessed is encrypted in transit to TLSv1.2 or greater. The Supplier must ensure that TLSv1.0 and TLSv1.1 are disabled; and
- (b) **(At rest)** in the Supplier's possession or otherwise transferred, stored, hosted, processed, disclosed, viewed or accessed is encrypted at rest to 256-bit encryption.

### 14.2 Viruses

- (a) The Supplier must ensure that it and its Personnel do not introduce, by act or omission, any Virus into the Customer's Data or Customer's systems or any Virus that may have access to or affect Customer Data and the Customer's systems.
- (b) The Supplier must operate and maintain Virus protection software in accordance with Best Industry Practice.

### 14.3 Authentication services including single sign on

- (a) **(Customer's SSO)** Unless otherwise set out in the Order Form, the Deliverables must support and operate with the Customer's single sign on (**SSO**) for all Customer Users and any other personnel as may be advised by the Customer from time to time. This must be done within the timeframe and in accordance with the Customer's requirements set out in the Order Form.
- (b) **(Other Government Agencies)** If set out in the Order Form, the Deliverables must support and operate with authentication services from identity service providers used by other Government Agencies. This must be done within the timeframe and in accordance with the Customer's requirements set out in the Order Form.
- (c) **(Change to SSO and other authentication services)** The Customer may change the SSO and authentication services from identity service providers used by other Government Agencies, from time to time by notice to the Supplier. The Supplier must implement the changes to the Deliverables and Services within the Customer's nominated timeframe.

### 14.4 Information and intelligence

- (a) **(Notification of security threat or vulnerability)** If the Supplier becomes aware of a security threat or vulnerability in or in relation to the Supplier's Activities, Deliverables or Services that has the potential to impact the Customer's systems, it must immediately notify the Customer.

*For clarity, Security Incidents must be notified in accordance with clause 10 above and clause 22 of the Core Terms.*

- (b) **(Information and assistance)** The Supplier must provide the Customer with any information and assistance requested by the Customer in relation to the security threat or vulnerability, within the timeframe nominated by the Customer.
- (c) **(Share information and intelligence with NSW Government)** The Customer may share any information and intelligence about security threats and vulnerabilities notified by the Supplier to any Government Agency and as otherwise required by the Customer to enable management of government-wide cyber security risks.
- (d) **(Notification email)** Any notification by the Supplier to the Customer in accordance with this clause 14.4 must be sent to cybersupport@det.nsw.edu.au, unless otherwise notified by the Customer.

#### 14.5 Variation to Deliverables must not impact security

Any variation or change made to the Deliverables, Services or the Supplier's Activities in accordance with the Agreement must not reduce or diminish the security of the Deliverables, Services and the Supplier's Activities.

#### 14.6 Functionality conditions

If set out in the Order Form, the Supplier must comply with the functionality conditions set out in the Order Form.

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## 15. Changes to Information Security Requirements

### 15.1 Information Security Requirements Change

- (a) The Customer may change (including increase) the requirements in the Information Security Requirements, including these DoE Information Security Requirements, by notifying the Supplier **(Information Security Requirements Changes)**.
- (b) The Supplier must implement the Information Security Requirements Changes, including to its Security Program, in accordance with the following timeframes:

Customer's notified reason for Information Security Requirements Changes	Timeframe to implement the Information Security Requirements Changes
Information Security Requirements Change urgently required to protect the security of Customer Data.	Supplier must use best endeavours to implement the change as soon as possible and no later than any timeframes reasonably notified by the Customer. Until the change has been implemented the Supplier must implement additional safeguards to ensure there is no unauthorised access to Customer Data.
Information Security Requirements Change required to comply with: <ul style="list-style-type: none"> <li>(i) Laws; or</li> <li>(ii) Australian or NSW Government policies, codes, standards and guidelines and associated requirements, including</li> </ul>	<b>For Laws</b> , when they come into effect. <b>For Australian or NSW Government policies, codes, standards and guidelines and associated requirements, including Policies, Codes and Standards</b> , when they come into effect. If they are already in effect,

Policies, Codes and Standards.	then the timeframe reasonably required by the Customer.
Any Information Security Requirements Change reasonably required by the Customer not covered in the rows above.	The timeframe reasonably required by the Customer.

- (c) **(Plan)** If required by the Customer, the Supplier must provide the Customer with a proposed plan for the implementation of the Information Security Requirements Changes within 7 days (or any shorter timeframe as nominated by the Customer) of the Customer's request to provide a plan. When nominating a timeframe that is shorter than 7 days for the Supplier to provide the plan, the Customer will take into account the nature and urgency of the changes to the security measures.
- (d) **(No additional cost)** The Supplier must implement any Information Security Requirements Change at no additional cost to the Customer.

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## 16. NSW Government Information Classification, Labelling and Handling Guidelines

If set out in the Order Form, the Supplier must implement and maintain functionality in the Deliverables and Services to enable the Customer to comply with the NSW Government Information Classification, Labelling and Handling Guidelines. The Supplier will do this at no additional cost to the Customer.

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## 17. National Schools Interoperability Program assessment

This clause 17 applies if set out in Item 40 of the Order Form.

- (a) If requested by the Customer or if the Supplier has not already done so, the Supplier must complete the Safer Technology for Schools (**ST4S**) assessment conducted by the National Schools Interoperability Program (**NSIP**) for the Supplier's organisation (**NSIP Assessment**) within 1 month of the Commencement Date, unless another period is set out in the Order Form.
- (b) The Supplier must implement all recommendations from any NSIP Assessment. This includes any NSIP Assessment conducted after the Commencement Date.
- (c) The Supplier must:
- (i) **(plan)** within 7 days after the Supplier has been made aware of the NSIP Assessment recommendation, provide the Customer with a plan for the Customer's approval that sets out how the Supplier will address and remedy each recommendation from the NSIP Assessment; and
  - (ii) **(remedy)** address and remedy each recommendation within 6 months (or such other date required by the Customer, for example, where the Supplier must address and remedy a serious or critical recommendations) from the later of:
    - A. the Commencement Date, for NSIP Assessments completed before the Commencement Date; and
    - B. the date on which the Supplier receives the outcome of the NSIP Assessment.

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## 18. Approved Third Parties

This clause 18 applies if set out in Item 40 of the Order Form.

- (a) **(Approved Third Parties) 'Approved Third Parties'** are third parties set out:
- (i) in the Approved Third Party Schedule
  - (ii) in Item 40 of the Order Form; or
  - (iii) otherwise approved by the Customer in writing.
- (b) **(Third Party Collection or Disclosure of Customer Data)** Unless the third party is an Approved Third Party, the Supplier must not:
- (i) collect Customer Data from a third party
  - (ii) transfer or disclose Customer Data to a third party; or
  - (iii) allow a third party to store, host, process, disclose, access or view Customer Data.

this is called '**Third Party Collection or Disclosure of Customer Data**'.

- (c) **(Approved Third Party Schedule)** The Customer may make available a schedule called an Approved Third Party Schedule.
- (i) The Approved Third Party Schedule will set out third parties that the Supplier may, subject to obtaining the Customer's approval, engage in 'Third Party Collection or Disclosure of Customer Data'.
  - (ii) The Approved Third Party Schedule may set out conditions for engaging in 'Third Party Collection or Disclosure of Customer Data' with Approved Third Parties. The Supplier must comply with those conditions.
  - (iii) The Supplier must still obtain the Customer's prior written approval from the specified Customer Personnel as set out in the Authority Schedule before engaging in 'Third Party Collection or Disclosure of Customer Data' with any Approved Third Party.

*Note: Authority Schedule is referred to in Item 40 of the Order Form.*

- (d) **(Other)** Engaging in 'Third Party Collection or Disclosure of Customer Data' with an Approved Third Party does not relieve the Supplier of any of its obligations under the Agreement.

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## 19. Approvals, exemptions, and consents in relation to Information Security Requirements

- (a) Any approval, exemption or consent by the Customer relating to Information Security Requirements may be made with conditions.
- (b) If the Customer grants an approval, exemption or consent relating to Information Security Requirements with any conditions, the Supplier must comply with those conditions.

- (c) The Customer may, by notice to the Supplier, revoke any approval, exemption or consent, or place additional conditions on the Supplier. The Supplier must comply with those additional conditions.
- (d) The Customer will provide reasonable notice before revoking an approval exemption or consent or placing additional conditions. The Customer will provide a short period of notice if it considers there is an urgent need to protect the security of Customer Data.
- (e) Where practicable to do so, the Customer will engage in reasonable advance consultation with the Supplier in relation to its concerns about conditions or revocations relating to a Supplier's subcontractor. This may include whether those concerns may be addressed another way.



## Schedule 1 – Security Program

- 1) **(ISMS and CSF)** The Supplier must have implemented and must maintain and enforce an ISMS or CSF, covering the scope in clause 9.1 of these DoE Information Security Requirements, that is designed to:
  - (a) ensure that an appropriate level of security is applied to protect the confidentiality, integrity and availability of the Supplier's systems and the Deliverables and Services, including:
    - (i) educating Personnel (employees and subcontractors) and increasing their awareness on the importance of cyber security risks; and
    - (ii) ensuring management take into account cyber security risks when making decisions;
  - (b) ensure that the Supplier's Personnel who have access to sensitive or classified information (including Customer Data) or systems and those with privileged system access have appropriate security screening, and that access is removed when they no longer need to have access or when their employment is terminated (where applicable);
  - (c) detect, assess and manage any actual or potential information security risks and threats to the confidentiality of any Customer Data stored in the Supplier's systems and the Deliverables and Services (for example, any Viruses or unauthorised access by any third party);
  - (d) ensure the continuity of the Customer's access and use of the Deliverables, Services and any Customer Data (for example, implementation of appropriate Plans) in accordance with the Agreement;
  - (e) detect, assess and manage any unauthorised, modification and editing of any Customer Data stored within the Supplier's systems, the Deliverables and Services;
  - (f) ensure the Supplier has a governance committee at the executive level that is accountable for cyber security, including risks, plans and meeting the requirements of the Agreement;
  - (g) ensure that any subcontractors that the Supplier engages to perform any of its obligations under the Agreement implements, maintains and enforces an ISMS or CSF that is compliant with the requirements under this Schedule 1 or have a Third Party Validated Cyber Security Framework;
  - (h) ensure the Supplier implements and maintains programs and practices to increase the awareness of cyber security risks across all Supplier Personnel, including the need to report Security Incidents;
  - (i) foster and maintain a culture amongst the Supplier's Personnel where cyber security risk management is an important and valued aspect of decision-making and where security risk management processes are understood and applied by the Supplier's Personnel;
  - (j) ensure that cyber security is included in the Supplier's risk management framework and the Supplier must consider cyber security threats when performing risk assessments;
  - (k) ensure that only the Supplier's Personnel who have undergone security awareness training in accordance with clause 21.3(c) of the Core Terms are able to view or access Customer Data;

- (l) ensure that all systems and services that process or store Customer Data, that accept network untrusted connections, or that make access control decisions, record and retain security logging information;
- (m) ensure that the ISMS or CSF is integrated with the Supplier's business continuity arrangements, including the Supplier's Business Contingency Plan; and
- (n) include a Security Incident response plan that meets the Security Incident notification requirements set out in the Agreement. The Supplier must test its Security Incident response plan at least once per year. The Supplier must involve its senior management responsible for the management of media and external communications in this testing.

For clarity, the Supplier must also comply with the requirements in clause 21.2(b) of the Core Terms.

2) **(Patch applications)** The Supplier must comply with the following requirements for the Supplier's Activities, Deliverables and Services:

- (a) patches, updates or vendor mitigations for security vulnerabilities in internet-facing services are applied within 2 weeks of release, or within 48 hours if an exploit exists;
- (b) patches, updates, or vendor mitigations for security vulnerabilities in office productivity suites, web browsers and their extensions, email clients, PDF software, and security products are applied within 2 weeks of release, or within 48 hours if an exploit exists;
- (c) patches, updates, or vendor mitigations for security vulnerabilities in other applications are applied within 1 month of release;
- (d) a vulnerability scanner is used at least daily to identify missing patches or updates for security vulnerabilities in internet-facing services;
- (e) a vulnerability scanner is used at least weekly to identify missing patches or updates for security vulnerabilities in office productivity suites, web browsers and their extensions, email clients, PDF software, and security products;
- (f) a vulnerability scanner is used at least fortnightly to identify missing patches or updates for security vulnerabilities in other applications; and
- (g) applications that are no longer supported by vendors are removed.

3) **(Restrict administrative privileges)** The Supplier must comply with the following requirements for the Supplier's Activities, Deliverables and Services:

- (a) requests for privileged access to systems and applications are validated when first requested;
- (b) privileged access to systems and applications is automatically disabled after 12 months unless revalidated;
- (c) privileged access to systems and applications is automatically disabled after 45 days of inactivity;
- (d) privileged access to systems and applications is limited to only what is required for users and services to undertake their duties;
- (e) privileged accounts are prevented from accessing the internet, email and web services;

- (f) privileged users use separate privileged and unprivileged operating environments;
  - (g) privileged operating environments are not virtualised within unprivileged operating environments;
  - (h) unprivileged accounts cannot logon to privileged operating environments;
  - (i) privileged accounts (excluding local administrator accounts) cannot logon to unprivileged operating environments;
  - (j) just-in-time administration is used for administering systems and applications administrative activities are conducted through jump servers;
  - (k) credentials for local administrator accounts and service accounts are unique, unpredictable and managed;
  - (l) use of privileged access is centrally logged and protected from unauthorised modification and deletion, monitored for signs of compromise, and actioned when cyber security events are detected;
  - (m) changes to privileged accounts and groups are centrally logged and protected from unauthorised modification and deletion, monitored for signs of compromise, and actioned when cyber security events are detected;
  - (n) multi-factor authentication is used to authenticate privileged users of systems;
  - (o) multi-factor authentication is used to authenticate users accessing Customer Data repositories; and
  - (p) standard access reviews must be undertaken at least annually.
- 4) **(Patch operating systems)** The Supplier must comply with the following requirements for the Supplier's Activities, Deliverables and Services:
- (a) patches, updates, or vendor mitigations for security vulnerabilities in operating systems of internet-facing services are applied within 2 weeks of release, or within 48 hours if an exploit exists;
  - (b) patches, updates, or vendor mitigations for security vulnerabilities in operating systems of workstations, servers and network devices are applied within 2 weeks of release, or within 48 hours if an exploit exists;
  - (c) a vulnerability scanner is used at least daily to identify missing patches or updates for security vulnerabilities in operating systems of internet-facing services;
  - (d) a vulnerability scanner is used at least weekly to identify missing patches or updates for security vulnerabilities in operating systems of workstations, servers and network devices;
  - (e) the latest release, or the previous release, of operating systems are used for workstations, servers and network devices; and
  - (f) operating systems that are no longer supported by vendors are replaced.

## **Annexure D to Order Form (Service Level Agreement)**

### **1. Definitions**

In this Service Level Agreement (**SLA**), unless the contrary intention appears:

**Rebate** means the rebate specified in this Service Level Agreement.

**Service Credit** means the service credit specified in this Service Level Agreement.

**Service Request** means a formal request from the Customer to the Supplier. The Service Request can include a request for information or advice, an action or Service from the Supplier that is related to the suite of Deliverables and Services supplied by the Supplier.

### **2. General**

#### **2.1 Purpose of SLA**

This SLA sets out the Service Levels and defines minimum performance levels, key performance indicators and other service standards for measuring the performance of the Supplier's Activities.

The performance reporting and Service Credit model set out in this Schedule aims to encourage and support achievement of the following objectives:

- (a) to establish a sound factual basis regarding the Supplier's performance of the Supplier's Activities;
- (b) to drive the right behaviour from the Supplier (i.e. focus on consistent Service delivery in accordance with Service Levels and prompt reaction and rectification to incidents);
- (c) to ensure the Supplier places additional focus on areas where standards are not being met; and
- (d) to give the Customer an effective reduction in fees, where sub-standard service in a Service Level persists.

#### **2.2 Duration of SLA**

This SLA will commence on the Commencement Date and expire on the last date of the Term.

#### **2.3 Review**

This SLA will be reviewed every 12 months from the date the SLA commences (i.e. on each anniversary of the Commencement Date). Any changes to the SLA must be agreed in writing by the Customer's Representative and Supplier's Representative in accordance with the Change Control Procedure set out in the Agreement.

#### **2.4 Notification procedure**

In the event the Customer is experiencing problems with the Supplier's performance, or reasonably believes it will experience problems with the Supplier's performance, then the Customer's Representative will notify the Supplier's Representative and Supplier's Group Executive Customer and Event Support.

Following notification outlined in the paragraph above, the parties will meet within 10 Business Days to discuss the Customer's concerns except for Peak Periods (see section 4.2 of this SLA). If a Peak Period is within 10 Business Days of the notification, the parties will meet as soon as practical before the commencement of the Peak Period.

The concern will then be escalated to the management committee, unless otherwise agreed between the parties, if it cannot be rectified at that point in time.

## 2.5 Escalation procedure

The Supplier shall be entitled to escalate any disagreement as to Severity Level set (as referred to in clause 4.1) to the Customer Level 3 Escalation & Contract Manager (documented in the Contract Management Plan) within 1 hour of the Severity Level being designated by the Customer and thereafter if the Supplier remains dissatisfied with the Severity Level, it shall be entitled to escalate the dispute to the following employees of the Customer:-

- to the Level 2 Escalation within 1 further hour; and
- to the Level 1 (top) Escalation within 2 further hours thereafter.

and for the purposes of this clause 2.5, the Customer shall upon request from the Service Provider notify the Service Provider of the identity of the individuals holding each of those positions.

Notwithstanding the Supplier exercising its right to escalate the dispute, it shall continue to work towards a Resolution of such incident in accordance with the Severity Level designated by the Customer.

## 3. Services

### 3.1 Reporting and analysis

The following reports and analysis will be delivered by the Supplier to the Customer in relation to Service Level performance:

Report and description	Format	Frequency
<b>Service Level Monthly Reporting</b>	In alignment with the agreed "TAB A: Government Meeting Framework" as included in the Contract Management Plan	Within 5 Business Days of the end of any calendar month.
<b>Commercial &amp; Relationship Management Forum Reporting</b>	In alignment with the Customer's "TAB A: Governance Meeting Framework" as set out in the Contract Management Plan	Every calendar quarter or otherwise agreed between the Parties.
<b>Strategic Product Roadmap</b>	Presentation to key Customer stakeholders and presentation document also provided as a Document Deliverable.	Twice per annum.

The Supplier will report on its performance of the support Services, including on the adherence and performance of all Service Level measures in this SLA.

### 3.2 Problem management and problem prevention

The purpose of problem management is to eliminate problems and defects from the environment and to prevent problems and resulting incidents from happening or reoccurring.

For all technical Severity 1 and 2 incidents, the Supplier must conduct a root cause analysis to identify the circumstances leading to the incident and the long term strategy to avoid a recurrence of the incident. The Supplier must report the outcome of its root cause analysis (**Problem Report**) to the Customer within 10 Business Days after the incident is resolved.

2 Service Credits will accrue or each 5 Business Day period that a Problem Report is outstanding from the due date.

When the Supplier becomes aware of an incident or problem in the Supported Service (or an Update, New Release, Defect resolution, or other modification to the Supported Service) experienced by another customer, disclosure to the Customer will be required if the Supplier determines there is a risk of a similar issue affecting the Customer's system equivalent to a Severity 1 incident.

In such cases, the Supplier will:

a) promptly notify the Customer; and

b) within 5 Business Days, investigate whether there is a problem in the Supported Service that may pose a risk to the security or functionality of the Customer's system and report the outcome of the investigation to the Customer.

### 3.3 Governance

The Customer and the Supplier have agreed to a governance framework (**Governance Framework**) in "TAB A: Governance Meeting Framework" of the Contract Management Plan. The Governance Framework details the governance processes and meeting schedules. Adherence to the Governance Framework and meetings schedule by the Supplier is critical to the ongoing performance of the Agreement. The Supplier will attend all governance and project meetings listed in the Governance Framework. The following Service Levels will apply:

Measured per calendar month:

- All meetings attended = 100%
- 1 meeting missed for two consecutive months = 2 Service Credits
- 2 meetings missed = 2 Service Credits
- 3 or more meetings missed = 3 Service Credits

## 4. Response, resolution and delivery timeframes

Support Services	Details
Software and technical support.	Submit an incident to: <a href="https://helpdesk.janison.com">https://helpdesk.janison.com</a>
Standard Support hours	24/7 availability for logging of tickets via the Helpdesk

### 4.1 Incident category definitions

Incident category	Definition
<b>Severity Level 1 (Sev 1)</b>	<p><b>High level of criticality.</b> Examples of a Sev 1 incident include:</p> <ul style="list-style-type: none"> <li>• any incident raised that impact a live Program test session;</li> <li>• Cloud Services production application is unavailable resulting in impact(s) on the Customer's operations that the Customer considers critical;</li> <li>• complete unavailability of the Insights Platform (inclusive of the Practise Test Environment) or</li> </ul>

	<p>Academy Platform for majority of the Permitted Users; or</p> <ul style="list-style-type: none"> <li>any security or Customer Data breach.</li> </ul>
<b>Severity Level 2 (Sev 2)</b>	<p><b>Moderate level of criticality.</b> Examples of a Sev 2 incident include:</p> <ul style="list-style-type: none"> <li>a Cloud Services function or service being unavailable, resulting in impairment on use by the Customer which it considers is significant; or</li> <li>major performance degradation of the Cloud Services, but not impairing full use of Insights Platform or Academy Platform for the majority of the Permitted Users, and</li> <li>there is workaround available.</li> </ul>
<b>Severity Level 3 (Sev 3)</b>	<p><b>Low level of criticality.</b> Examples of a Sev 3 incident include:</p> <ul style="list-style-type: none"> <li>despite the incident, the Customer considers that the Program operations can still continue for a brief period; and</li> <li>a fix is not urgently required by the Customer.</li> </ul>
<b>Severity Level 4 (Sev 4)</b>	<p><b>Minimal level of criticality.</b> Examples of a Sev 4 incident include:</p> <ul style="list-style-type: none"> <li>general Cloud Services use guidance required by the Customer; or</li> <li>request for Cloud Services enhancement – new feature requests</li> </ul>

The Customer will, acting reasonably, designate the Severity Level of an incident.

#### 4.2 Response time and resolution time Services Levels for Peak Periods

During Peak Periods, for each incident category below, the Supplier must comply with the associated response time and resolution Service Levels. **Peak Period** means the period that is from 2 hours before a Program test event until 2 hours after the end of the Program test event.

<b>Incident category</b>	<b>Response time Service Levels</b>	<b>Resolution* time Service Levels</b>
Severity Level 1	<p>100% - Acknowledgement within 15 minutes of Customer's notifying of error and/or Defect. Further response to provide resolution. The further response is to be provided within 45 minutes after the acknowledgement of the error and/or Defect</p>	99% within 1 hour
Severity Level 2	<p>100% - Acknowledgement within 15 minutes of Customer's notifying of error and/or Defect. Further response to provide resolution. The further response is to be provided within 45 minutes after the acknowledgement of the error and/or Defect</p>	95% within 1 hour
Severity Level 3	<p>100% - Acknowledgement within 15 minutes of Customer's notifying of error and/or Defect.</p>	95% within 2 business days

	If further response to provide resolution. The further response is to be provided within 2 Business Day after the acknowledgement of the error and/or Defect	
Severity Level 4	100% - Acknowledgement within 30 minutes of Customer's notifying of error and/or Defect. If further response to provide resolution. The further response is to be provided within 2 Business Days after the acknowledgement of the error and/or Defect	95% within 2 business days

Percentage calculations are based on the number of each incident that achieved the Service Level for the relevant Severity Level in each Peak Period divided by the total number incidents of that same incident category raised in each Peak Period.

Severity level	Response	Resolution*
1	2 Service Credits for each 5 minutes greater than 15 minutes	20 Service Credits for each day the Resolution* time Service Levels is not met.
2	2 Service Credits for each 15 minutes greater than 2 hours	10 Service Credits for each day the Resolution* time Service Levels is not met.

\*Note: Resolution is defined as Service restored, including with a workaround. It does not have to be a permanent fix.

The calculation of response time starts when the Supplier receives an incident notification and ends when the Supplier contacts the designated Customer Personnel who reported the incident to begin resolution efforts.

The calculation of resolution time starts when the calculation of response time starts.

The Supplier's premier support/event management Personnel must be on standby during Peak Periods. Such Personnel will be on call for the duration of the Program test events and will be providing a MS Teams channel so that the Customer can be updated on the status of any issues experienced by Program test candidates on test day.

#### 4.3 General response time and resolution time Services Levels

For any time outside of the Peak Period, the Supplier will comply with the following response time and resolution time Service Levels:

Incident category	Response time Service Levels	Resolution time Service Levels
Severity Level 1	<1 Business Hour	2 Business Day
Severity Level 2	<1 Business Day	15 Business Days
Severity Level 3	<2 Business Days	90 days or as otherwise agreed with the Customer <sup>^</sup>



Severity Level 4	<5 Business Days	180 days or as otherwise agreed with the Customer <sup>^</sup>
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<sup>^</sup>The Customer requires that any Severity Level 3 or Severity Level 4 issues are resolved prior to the following year’s Program tests.

Severity level	Response	Resolution*
1	1 Service Credit if 95% of incident responses do not meet the Service Level in each month	2 Service Credits if 95% of incident resolution* do not meet the Service Level in each month
2	1 Service Credit if 95% of incident responses do not meet the Service Level in each month	2 Service Credits if 95% of incident resolution* do not meet the Service Level in each month
3	1 Service Credit if 90% of incident responses do not meet the Service Level in each month	1 Service Credits if 90% of incident resolution* do not meet the Service Level in each month

For each month (excluding any Peak Period during a month) that no Service Credits accrue for the Customer, a credit of 10 Service Credits will accrue for the Supplier. Any Service Credits accrued for the Supplier:

- (a) may only be used to offset Service Credits accrued for the Customer arising from Supplier’s breach of Service Levels under this SLA
- (b) will not amount to additional Enterprise Licensing Fees payable by the Customer.

**5. Key Milestones**

Achieving Key Milestone dates is critical to the ongoing performance of the Agreement. The following Service Levels will apply for each day a Key Milestone (as set out in clause 8. of the Statement of Work) is missed provided that the Customer has met the due dates for the corresponding Customer Dependent Activities as relates to the applicable Key Milestone (as set out in clause 8. of the Statement of Work). The Supplier will be entitled to an extension of one (1) day for each day the Customer was late with a corresponding Customer Dependent Activity.

Key Milestone	Service Credits per day missed
Any Key Milestone described as “Test Event Complete and all results reconciled” or “Test results release to Customer” as set out in clause 8. of the Statement of Work.	10 Service Credits
All other Key Milestones as set out in clause 8. of the Statement of Work.	1 Service Credits

**6. Rebates and Service Credits**

Service Credits will accrue over each calendar 12 months (1 January to 31 December).Service Credits will reset to zero (0) on 1 January each year and not carry over into the next reporting period.

‘Enterprise Licensing Fee’ means the annual fee charged to the Customer by the Supplier for software licensing, support and maintenance. For avoidance of doubt, the annual Enterprise Licensing Fee is [REDACTED] for the Initial Term. Refer to the “Enterprise Licensing” amounts in the Payment Schedule for the “Enterprise Licensing Fee” for each placement tests cycle.

The Customer will be entitled to the following rebate to the "Enterprise Licensing Fee" for the Service Credits accrued during the 12 month period:

<b>Service Credits</b>	<b>% reduction of Enterprise Licensing Fees</b>
1 to 10	1.5%
11 to 30	3%
31 to 60	4.5%
61 to 90	6%
91 to 100	7.5%
more than 100	10%

Where the Customer is entitled to a reduction of the Enterprise Licensing Fees under clause 6, the Customer may notify the Supplier that it wishes to claim the amount calculated in accordance with clause 6 as a rebate of the Enterprise Licensing Fees and the Supplier will:

- (a) issue a credit notice at the end of the 12-month period during which the reduction of Enterprise Licensing Fees was accrued, if there is any subsequent placement test cycle; or
- (b) if any reduction of Enterprise Licensing Fees under this clause was accrued during the 12-month period of the last placement tests cycle in the Agreement, refund to the Customer for the amount calculated as at 1 January that immediately falls after that 12-month period.

Exercise of rights pursuant to clause 6 will be without prejudice to any other right of action or remedy which has accrued or may have accrued due to failure of the Supported Services.

## **7. Incident reporting and action plans**

### **7.1 Incident reporting**

In the event of a failure by Supplier to meet a Service Level, then the Supplier must, in addition to any other obligations under this Agreement including the SLA:

- (a) immediately notify the Customer of that failure if the Customer is not already aware of it;
- (b) investigate the root cause for that failure, and take steps to rectify that failure;
- (c) take all steps required to minimise or reduce the impact of the failure on the Services (including any future failure);
- (d) promptly prepare a post incident report and submit it to the Customer setting out:
  - (i) root cause analysis;
  - (ii) impact of that failure on the provision of the Services;
  - (iii) expected business impact;
  - (iv) remediation plan implemented/to be implemented by Supplier to remedy that failure and to prevent the occurrence of that failure in the future; and
  - (v) timeframe for remediation plan.

### **7.2 Action plans**

- (a) In addition to the Customer's other rights under the Agreement, if the Supplier:

- (i) fails to meet its obligations set out in the “Reporting and analysis” and “Incident reporting and action plans” sections of this SLA; or
  - (ii) commits a breach of the Agreement;
- (each an **Action Plan Trigger Event**), the following applies.
- (b) The Customer may by written notice:
    - (i) send Customer’s Representatives to attend the Supplier’s premises, observe the activities of the Supplier, and to train or direct Supplier Representatives;
    - (ii) request the Supplier to develop and deliver to the Customer and implement, at the Supplier’s reasonable cost, an action plan to rectify and remediate the cause and consequence of the Action Plan Trigger Event and prevent the reoccurrence of that event in a form and substance acceptable to the Customer (an **Action Plan**) and which at a minimum must set out in detail:
      - (A) the steps being or to be taken by the Supplier to rectify the Action Plan Trigger Event;
      - (B) deadlines for and the resources to be dedicated to the completion of each step; and
      - (C) details of any cooperation or assistance required from any third party (including any Other Supplier(s)).
  - (c) The Supplier must:
    - (i) develop, deliver and agree the Action Plan with the Customer (including by incorporating any amendments to a draft Action Plan reasonably requested by the Customer) within 5 Business Days of the request being made by the Customer (or such longer period as the parties may agree);
    - (ii) commence implementing the Action Plan immediately upon agreement of the Action Plan with the Customer; and
    - (iii) complete implementing the Action Plan within the reasonable time frame specified in the Action Plan (**Required Timeframes**).

### 7.3 Remedies

- (a) Where the Supplier does not meet any of the Service Levels under this Service Level Agreement for Peak Periods in 6 consecutive Peak Periods (test events), the Customer shall be entitled to treat such failure as a breach for the purposes of clause 29.1 of the Core Terms.
- (b) If an Action Plan Trigger Event occurs and the Supplier fails to:
  - (i) develop or deliver to, or agree with, the Action Plan within the Required Time Frames;
  - (ii) commence implementing the Action Plan within the Required Time Frames; or
  - (iii) complete implementing the Action Plan and rectify the Action Plan Trigger Event in accordance with the Required Time Frames and Customer of the Action Plan,

then, the Customer may do any one of the following:

- (iv) develop an Action Plan itself, which the Supplier must implement in accordance with the Required Timeframes; or

- (v) terminate this Agreement or the relevant Order(s) immediately by giving notice to the Supplier under clause 29.1 of the Core Terms.
- (c) The exercise (or non-exercise) by the Customer of its rights under this “Incident reporting and action plans” section will not limit any other right of the Customer under this Agreement or otherwise.
- (d) The parties agree to, at all times, act reasonably and in good faith in relation to the development, delivery and implementation of an Action Plan.

## Annexure E to Order Form (Risk management)

The Supplier will comply with the risks mitigation and management set out in this risk management framework and the relevant SoW(s).

### 1. Risk mitigation

The Supplier will ensure the following controls are in place to mitigate risk associated with the Supplier's Activities:

#### 1.1 Environmental

- (a) Throughout all stages of the Test preparation process, the Supplier's exam management Personnel (**Exam Management**) will communicate with venues regarding what is required of the venue suppliers to set up an appropriate Program test environment.
- (b) The Supplier's Exam Management will communicate information including the following to the relevant venue suppliers:
  - (i) device specifications;
  - (ii) how to conduct a room check;
  - (iii) how to mitigate typical environmental problems during a Program test event;
  - (iv) rules relating to equipment allowed, use of multiple screens.

#### 1.2 Technical – Network or device fault

- (a) The Supplier will:
  - (i) engage IT specialists to ensure that Venues are suitable and correctly prepared for test days;
  - (ii) engage with IT Personnel throughout the duration of the Program test event;
  - (iii) arrange for training of the invigilation Personnel so that they know how to respond if there is a network or device fault; and
  - (iv) ensure the Insights Platform allows an offline experience while using an internet browser to ensure that the Program tests can still run smoothly during a network dropout phase.

### 2. Contingency

2.1 As part of its delivery of the Lot 2B Services, the Supplier will:

- (a) identify alternative Venues that could be used if the original venue becomes unavailable or unsuitable. This may include venues in different locations or venues with different capacities. The parties will agree the general criteria for whether a Venue is "suitable" in the relevant SoW(s);
- (b) establish clear lines of communication with all relevant Venue managers;
- (c) ensure that the Venue contracts contains clauses to mitigate potential risks and issues, such as cancellation policies, force majeure and indemnification;

*ICTA*

- (d) conduct a risk assessment of all Program test venues, including factors such as accessibility, safety, and security;
- (e) have a contingency budget in place to cover unexpected expenses, such as the need to rent additional equipment or hire additional staff, however any unexpected expenses exceeding ten (10%) of Venue total cost shall be costs borne by the Customer (unless otherwise agreed in the SoW or in writing). For the purposes of this paragraph, the parties will act reasonably and in good faith in determining whether an expense is "unexpected";
- (f) develop a timeline that includes key dates and milestones for the venue selection process, as well as contingency dates in case of unexpected issues;
- (g) monitor the situation closely and be prepared to adjust the plan as needed to ensure that the Program test events can still proceed smoothly.

(Refer to Item 82 of Part C: Services Module of Schedule 2 (Order Form) for the definition of **Venue**.)

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**Annexure F to Order Form – Aboriginal Participation Plan and SME and Local Participation Plan**



## SME and Local Participation Plan Template

The SME and Regional Procurement Policy (2021) requires that suppliers submit an SME & Local Participation Plan which references SME and NSW specific content for all goods and services contracts valued at \$3m or above.

This plan is the supplier's commitment to SME and Local content on the project. Plans will be finalised with the agency contract manager upon contract award and suppliers will be required to report progress against the plan quarterly.

Contracting agency	Department of Education
Project Name & ID	DOE03514/22 - Selective Education Test Provider and Test Management Centre Services
Project Location	Metro and Regional New South Wales
Project start date	On or around 5 <sup>th</sup> February 2024
Expected project end date	30 <sup>th</sup> September 2028
Supplier name and contact details	Janison Solutions Pty Ltd <div style="background-color: black; width: 100%; height: 100%;"></div>
Supplier ABN	35 081 897 494

### For suppliers:

**Commitments in red** will be contractually binding should you be chosen as the supplier.

Plans will be finalised with the agency contact upon contract award and suppliers will be required to report progress against the plan quarterly.

#### 1. SME Content Commitments

#### Supplier notes:

Please complete as many fields as possible, including if you are an SME supplier and where there are SME subcontracting opportunities.

Subcontracting opportunities with an SME may also be with an Aboriginal business that is an SME (please note where this occurs).

#### SME Content Commitments

SME status	Are you an SME (Australian or New Zealand based enterprises with fewer than 200 full-time equivalent employees)?
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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If you are an SME, you are not required to complete or report on the three fields below, however, you can complete as much as possible of the three fields below.
SME Subcontracting (Subcontracting with an Australian or New Zealand based enterprises with fewer than 200 full-time equivalent employees)	List of SME (Australian or New Zealand based enterprises with fewer than 200 full-time equivalent employees) subcontractors (indicating when this is an Aboriginal-owned supplier):  <b>Number of SME subcontractors: N/A ____</b>
SME participation commitment	<b>Estimated value of products/goods procured from SMEs: \$ N/A ____</b> <i>Non labour components of contract</i>  <b>Estimated value of services/labour procured from SMEs: \$ N/A</b> <i>All costs related to time spent by an employee or subcontractor in contract delivery</i>
SME participation percentage	<b>Percentage of contract spend estimated to be with SMEs: N/A</b>

## 2. SUSTAINABILITY COMMITMENTS

### a) Sustainability outcomes (Optional)

Please fill out as many fields as possible, if there are opportunities for other sustainability commitments in the contract.

Sustainability Commitments (Optional)	
Support of the government's economic, ethical, environment and social priorities	<p>Indication of how to meet the government's economic, ethical, environmental and social priorities. This may include:</p> <ul style="list-style-type: none"> <li>Creation of jobs in NSW (where possible)</li> </ul> <p>Being successful in a project at this scale would require a significant increase in resourcing (full-time and casual) on our side to meet the needs of this project which would require the following new personnel:</p> <p><b>Test Delivery</b></p> <p>Project Manager            Project Support            Testing Lead            Development Lead            Trainer</p> <p><b>Test Centre Management &amp; Test Administration</b></p> <p>Exam Events Manager            Chief Invigilators (50+)            Lead Invigilators (200+)            Invigilators (500+)</p> <p>These opportunities will either be Sydney-based or would be employed at our Coffs Harbour regional office. In either location, but perhaps particularly in Coffs Harbour, these extra positions would bring opportunity to NSW residents and to local businesses benefitting from a vibrant employer presence.</p> <ul style="list-style-type: none"> <li>Developing and sustaining NSW industry capabilities, including through supporting people to gain in-demand or relevant skills,</li> </ul>

providing relevant skills and training opportunities and employing trainees or apprentices in NSW

Janison is committed to developing and sustaining NSW Industry capabilities by supporting people to gain in-demand or relevant skills, training opportunities, and employing trainees or apprentices in NSW.

**Supporting People to Gain In-Demand or Relevant Skills:** Janison provide internships and graduate programs for people who are interested in pursuing a career in the technology industry. We also partner with local education institutions to develop programs that are tailored to the needs of the industry.

**Employing Trainees or Apprentices in NSW:** Janison employs trainees and apprentices in NSW, providing them with the opportunity to gain hands-on experience and develop their skills. We offer a range of traineeships and apprenticeships, including software development, customer support, and project management.

- Supporting remote and regional communities, such as through employment opportunities, upskilling and training

Janison is committed to supporting remote and regional communities through employment opportunities, upskilling, training, and local initiatives. By doing so we help to build stronger communities and contribute to the growth and development of these areas.

**Employment Opportunities:** Janison provides employment opportunities for people in remote and regional communities. We offer a range of positions, including software developers, customer support, and project management.

**Upskilling and Training:** Janison offers upskilling and training opportunities for people in remote and regional communities. We provide online training programs that can be accessed from anywhere, allowing people to develop new skills and increase their employability. Janison also partners with local education institutions to provide training programs that are tailored to the needs of the community.

- Industry development, including sharing knowledge, skills and technology

Janison is committed to contributing to the development of the industry by sharing knowledge, developing skills, and investing in technology development. Our focus on collaboration and innovation ensures that we are at the forefront of industry developments and can create solutions that meet the evolving needs of our clients.

**Sharing Knowledge:** Janison shares its knowledge and expertise with the industry through blogs, webinars, and conferences.

**Development Skills:** Janison develops the skills of our employees through training and development programs. This ensures that our team members are equipped with the latest skills and knowledge, which they can use to create innovative solutions.

**Technology Development:** Janison invests heavily in Technology development to create cutting-edge solutions that meet the needs of our clients. We use advanced technology like AI, machine learning, and data analytics to develop our solutions.

**Collaborating with Industry Partners:** Janison collaborates with industry partners to share knowledge and develop solutions that meet the needs of the industry. We work closely with education institutions, government agencies, and businesses to develop solutions that meet their specific needs.

- Productivity benefits, including the creation of innovative practices, products and supply chains

Janison's focus on research and development, collaboration with industry partners, embracing of new technologies, and agile product development approach all contribute to the creation of innovative practices, products, and supply chains. By continuously innovating, Janison can stay ahead of the competition and create value for its customers.

**Research and Development:** Janison invests heavily in research and development to create innovative technologies that can transform the way people learn. By staying at the forefront of technology, Janison can create new products and services that meet the evolving needs of its customers.

**Collaboration with industry partners:** Janison works closely with industry partners to understand their needs and develop customised solutions that meet their specific requirements. This collaboration helps to identify opportunities for innovation in product development, supply chain management, and other areas.

**Embracing new technologies:** Janison is constantly exploring new technologies, such as artificial intelligence, and machine learning to create new and innovative products and services. By embracing these technologies, Janison can create new supply chain models and develop products that are more efficient, effective, and innovative.

**Agile product development:** Janison's agile product development approach enables the company to quickly iterate and refine its products based on customer feedback. This approach allows Janison to quickly respond to market needs and create products that are highly innovative and effective.

- Supplier commitments to prevent or minimise the risk of modern slavery in their supply chain

Please refer to the "Janison Modern Slavery Policy" attached as a supplementary document in our response.

- Initiatives to increase resource efficiency and reduce waste

Janison is committed to implementing sustainable practices in all aspects of our business. By leveraging technology and implementing sustainable strategies, we are able to reduce waste and increase resource efficiency, while still providing high-quality assessment solutions to our clients.

	<p><b>Virtual Learning:</b> Janison has developed a range of virtual learning platforms that allow students to learn and interact with teachers online. This reduces the need for physical classrooms and resources such as textbooks, which can be costly and wasteful.</p> <p><b>Cloud Computing:</b> Janison uses cloud computing technology to store data and resources, which reduces the need for physical storage and paper-based documentation. This not only saves physical space, but it also helps to reduce the environmental impact of data storage and reduces the need for printing and mailing of documents.</p> <p><b>Automation:</b> Janison has implemented automation in their assessment and testing processes, which reduces the need for manual grading and administration. This not only saves time and resources but also reduces the risk of errors and inconsistencies.</p> <p><b>Recycling:</b> Janison has implemented a recycling program for their offices and workspaces, which encourages employees to recycle waste materials such as paper, plastic, and cardboard. This helps to reduce the amount of waste that is sent to landfills and reduces the company's overall environmental footprint.</p>
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### b) Local Participation

Please complete as many fields as possible, including if there are opportunities for local content in the contract.

Local Participation Commitments (where possible)	
Note: For the purpose of the SME and Local Participation Plan, local content is defined as: goods produced, services provided, and labour supplied by the NSW industry	
NSW jobs	Number of FTEs in NSW (where possible): 192
NSW content value	<p>Total estimated value of products/goods procured in NSW (where possible): [REDACTED]</p> <p><i>Non labour components of contract (detailed above)</i></p> <p>Total estimated value of services/labour procured in NSW (where possible): [REDACTED]</p> <p><i>All costs related to time spent by an employee in contract delivery</i></p>
NSW Capital Expenditure	<p>Estimated value of capital expenditure in NSW (where possible): [REDACTED]</p> <p><i>This figure is separate from your tender value. It is the total value of capital investment (spend by your business), for example building, leasing or procuring infrastructure that benefit NSW communities. Either purchased in NSW or to be retained in the state and to be used as part of the contract delivery. Previously purchased assets are to be calculated at a depreciated value.</i></p>



## Aboriginal Participation Plan Template

The Aboriginal Procurement Policy (2021) requires that suppliers submit an Aboriginal Participation Plan for all projects valued at \$7.5m or above with their tender documents.

This plan is the supplier's commitment to APP, SME and Local content on the project. Plans will be finalised with the agency contract manager upon contract award and suppliers will be required to report progress against the plan quarterly.

Contracting agency	Department of Education
Project Name & ID	RFT Title - Selective Education Test Provider and Test Management Centre Services RFT Number - DOE03514/22 -
Project Location	Metro and Regional New South Wales
Project start date	On or around 5 <sup>th</sup> February 2024
Expected project end date	30 <sup>th</sup> September 2028 but without prejudicing the parties' rights and obligations under the Agreement
Supplier name and contact details	Janison Solutions Pty Ltd [REDACTED]
Supplier ABN	35 081 897 494
Are you an Aboriginal business?	No
Is your business recognised as an Aboriginal business by:	Please tick appropriate response: <input type="checkbox"/> Supply Nation <input type="checkbox"/> NSW Indigenous Chamber of Commerce <input type="checkbox"/> None of the above

### 1. Aboriginal Participation Commitments

Aboriginal participation may be assessed as part of the non-price evaluation criterion as either Acceptable or Unacceptable.

#### Aboriginal Participation requirements

Estimated contract value	Indicate estimated \$ value of contract [REDACTED]
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Exclusions	<p>List the exclusion items and approximate value of the exclusion that you will be seeking to negotiate with the contracting agency. For example:</p> <ul style="list-style-type: none"> <li>• Lease of land adjacent to project site: [REDACTED]</li> <li>• Hire of construction machinery: [REDACTED]</li> </ul> <p>Not applicable</p>
Project value	<p>The project value is the contract value minus the proposed exclusions. For example: [REDACTED]</p>
Aboriginal participation percentage	<p>This will be a minimum of 1.5% of the project value or project workforce. The contracting agency may require a higher percentage of participation.</p>
Value of Aboriginal participation	<p>1.5% of the project value (or higher per contracting agency requirements) – [REDACTED]</p>
<p><b>Plan to meet Aboriginal participation requirements</b> (if you are an Aboriginal business, you do not have to proceed further on this form).  Aboriginal participation requirements may be met in the following ways:</p> <ul style="list-style-type: none"> <li>• A minimum 1.5% of project value directed toward Aboriginal businesses through sub-contracting</li> <li>• A minimum 1.5% of the project workforce to be Aboriginal people across the life of the project</li> <li>• A minimum 1.5% of the project value directed toward capability and capacity building of Aboriginal people or businesses</li> <li>• Or, a combination of these options.</li> </ul>	
Subcontracting	<p>If you are sub-contracting all or part of the Aboriginal participation requirement, your plan should include the following:</p> <ul style="list-style-type: none"> <li>• The portion of Aboriginal participation that will be directed to Aboriginal businesses through sub-contracting.</li> <li>• Clearly identify opportunities for Aboriginal businesses in your supply chain.</li> <li>• Methods for identifying Aboriginal businesses and clear communicating opportunities.</li> <li>• You could include identifying Aboriginal businesses that your organisation will sub-contract in the delivery of the project.</li> <li>• You could demonstrate an existing relationship with local stakeholder groups such as Local Aboriginal Land Councils or commit to develop a work relationship with specified stakeholders by a certain date if successful.</li> </ul> <p>Janison has no current plan to subcontract any portion of this project to Aboriginal businesses.</p>
Employment	<p>Total estimated project workforce (FTE):  Estimated Aboriginal FTE: eg, total workforce x 1.5% (or percentage agreed).  Your plan should include:</p> <ul style="list-style-type: none"> <li>• Clearly identified roles for Aboriginal employees and the skills required for these roles. Where possible, the majority of the roles should be central to the goods/services being delivered and located with local communities.</li> </ul>

	<p>Identify ways to source suitable Aboriginal candidates, for example, through collaboration with employment service providers, consulting with Local Aboriginal Land Councils or local Aboriginal community controlled organisations, advertising through Aboriginal owned media outlets or hosting community information sessions.</p> <p>Total Estimated project workforce: [REDACTED] Estimated Aboriginal FTE: [REDACTED]</p> <p>Janison recognises that people are its most important asset and recognises the inherent value within a diverse workforce. To this end, the company is committed to the maintenance and promotion of workplace diversity and actively implements this via our Diversity Policy.</p> <p>Our inclusive approach in creating local job opportunities and contributing to regional economic development was formally recognised in 2020 by us winning a government Jobs for NSW grant.</p> <p>Janison's products harness the ability of technology to eliminate the digital divide that exists within Australia, including among Aboriginal and Torres Strait islander populations, and across the world. This enables remote and regional students with equitable access to opportunities to benefit from our offering.</p> <p>Roles Targeted: Invigilator/s – who are responsible for Invigilating and supervising students during the examination. They also collect, arrange, and organise exam material.</p> <p>We look for candidates who have previously worked in invigilation or related fields such as teaching, education, or assessment. Invigilators also need to be comfortable working in a high-pressure environment as they will be responsible for ensuring that exams will be conducted in a fair and secure manner.</p> <p>Recruitment Strategy Janison do and will partner with Aboriginal and Torres Strait Islander employment services organisations to support community initiatives and provide opportunities for Indigenous people to gain skills and experience in the education industry and to assist in delivering this scope of work.</p>
Education, training or capability building for Aboriginal staff or businesses	<p>If you are directing some or all of the Aboriginal participation requirement to education, training or capability building for Aboriginal staff or businesses, your plan should include:</p> <ul style="list-style-type: none"> <li>• The portion of the Aboriginal participation requirement that will be directed in this manner.</li> <li>• Ways that you plan to retain and train Aboriginal employees for the role and ongoing development, for example, a mentoring or professional development program for Aboriginal employees, commitment to building cultural capability within the workplace</li> </ul>

	<p>which may include training of existing staff or working with Reconciliation Australia to agree a Reconciliation Action Plan.</p> <ul style="list-style-type: none"> <li>• Courses or costs you plan to support for Aboriginal employees.</li> <li>• Ways that you plan to build capability for Aboriginal businesses that are contributing directly to the project. For example, supplier diversity programs, business mentoring programs, assessing local Aboriginal business capability.</li> </ul> <p>As part of meeting our participation requirements, Janison exam management will conduct two training session per test event for all invigilation staff inclusive of the following:</p> <ul style="list-style-type: none"> <li>• Accessibility provisions</li> <li>• Computer-based delivery (if applicable)</li> <li>• How to spot and respond to candidate misconduct and how to document these occurrences.</li> <li>• Delivery of procedures to all invigilation staff so they are made aware of the candidate misconduct procedures.</li> <li>• Additional experienced invigilation staff to be assigned to candidates that have a pre-identified behavioural concern (e.g. equity candidate may suffer from seizures).</li> <li>• All incident reports to be proof-read by a senior invigilator to ensure that it is clear and concise, with adequate information provided back to the customer.</li> <li>• Adequate communication to ensure that candidates are familiar with the rules of the exam.</li> </ul>
<b>Past Aboriginal participation compliance history</b>	
<p>Please indicate whether your business is currently, or has previously been, subject to Aboriginal participation requirements on a NSW Government project and if so, please indicate how it has performed against its commitments.</p>	<p>If your business is currently or has previously been subject to Aboriginal participation requirements, please advise the project, contracting agency, participation requirements and the businesses performance against the requirements (were the commitments met? If not, why not etc).</p> <p>If your business has no experience with Aboriginal participation requirements, evidence can be provided of your businesses commitment to Aboriginal employment or use of Aboriginal suppliers through:</p> <ul style="list-style-type: none"> <li>• Previous track record of Aboriginal employment and use of Aboriginal suppliers, including by providing examples or case studies.</li> <li>• A Reconciliation Action Plan (RAP) or similar that provides a business commitment to Aboriginal employment and Aboriginal supplier targets.</li> </ul> <p>Janison is a current supplier with the following program of work for NSW Department of Education, and I can confirm that all participation requirements have been met.</p> <p>- DoE2713432680 Online Assessment Ecosystem</p>





## Aboriginal Participation Plan Template

The Aboriginal Procurement Policy (2021) requires that suppliers submit an Aboriginal Participation Plan for all projects valued at \$7.5m or above with their tender documents.

This plan is the supplier's commitment to APP, SME and Local content on the project. Plans will be finalised with the agency contract manager upon contract award and suppliers will be required to report progress against the plan quarterly.

Contracting agency	Department of Education
Project Name & ID	RFT Title - Selective Education Test Provider and Test Management Centre Services RFT Number - DOE03514/22
Project Location	Metro and Regional New South Wales
Project start date	On or around 5 <sup>th</sup> February 2024
Expected project end date	30 <sup>th</sup> September 2028 but without prejudicing the parties' rights and obligations under the Agreement
Supplier name and contact details	Janison Solutions Pty Ltd [REDACTED]
Supplier ABN	35 081 897 494
Are you an Aboriginal business?	No
Is your business recognised as an Aboriginal business by:	Please tick appropriate response: <input type="checkbox"/> Supply Nation <input type="checkbox"/> NSW Indigenous Chamber of Commerce <input type="checkbox"/> None of the above

### 1. Aboriginal Participation Commitments

Aboriginal participation may be assessed as part of the non-price evaluation criterion as either Acceptable or Unacceptable.

#### Aboriginal Participation requirements

Estimated contract value	Indicate estimated \$ value of contract [REDACTED]
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Exclusions	<p>List the exclusion items and approximate value of the exclusion that you will be seeking to negotiate with the contracting agency. For example:</p> <ul style="list-style-type: none"> <li>Lease of land adjacent to project site: [REDACTED]</li> <li>Hire of construction machinery: [REDACTED]</li> </ul> <p>Not applicable</p>
Project value	<p>The project value is the contract value minus the proposed exclusions. For example [REDACTED]</p>
Aboriginal participation percentage	<p>This will be a minimum of 1.5% of the project value or project workforce. The contracting agency may require a higher percentage of participation.</p>
Value of Aboriginal participation	<p>1.5% of the project value (or higher per contracting agency requirements) – eg [REDACTED]</p>
<p><b>Plan to meet Aboriginal participation requirements</b> (if you are an Aboriginal business, you do not have to proceed further on this form).  Aboriginal participation requirements may be met in the following ways:</p> <ul style="list-style-type: none"> <li>A minimum 1.5% of project value directed toward Aboriginal businesses through sub-contracting</li> <li>A minimum 1.5% of the project workforce to be Aboriginal people across the life of the project</li> <li>A minimum 1.5% of the project value directed toward capability and capacity building of Aboriginal people or businesses</li> <li>Or, a combination of these options.</li> </ul>	
Subcontracting	<p>If you are sub-contracting all or part of the Aboriginal participation requirement, your plan should include the following:</p> <ul style="list-style-type: none"> <li>The portion of Aboriginal participation that will be directed to Aboriginal businesses through sub-contracting.</li> <li>Clearly identify opportunities for Aboriginal businesses in your supply chain.</li> <li>Methods for identifying Aboriginal businesses and clear communicating opportunities.</li> <li>You could include identifying Aboriginal businesses that your organisation will sub-contract in the delivery of the project.</li> <li>You could demonstrate an existing relationship with local stakeholder groups such as Local Aboriginal Land Councils or commit to develop a work relationship with specified stakeholders by a certain date if successful.</li> </ul> <p>Janison has no current plan to subcontract any portion of this project to Aboriginal businesses.</p>
Employment	<p>Total estimated project workforce (FTE):  Estimated Aboriginal FTE: eg, total workforce x 1.5% (or percentage agreed).  Your plan should include:</p> <ul style="list-style-type: none"> <li>Clearly identified roles for Aboriginal employees and the skills required for these roles. Where possible, the majority of the roles should be central to the goods/services being delivered and located with local communities.</li> </ul> <p>Identify ways to source suitable Aboriginal candidates, for example, through collaboration with employment service providers, consulting</p>

	<p>with Local Aboriginal Land Councils or local Aboriginal community controlled organisations, advertising through Aboriginal owned media outlets or hosting community information sessions.</p> <p>Total Estimated project workforce: 5 Estimated Aboriginal FTE: 1</p> <p>Janison recognises that people are its most important asset and recognises the inherent value within a diverse workforce. To this end, the company is committed to the maintenance and promotion of workplace diversity and actively implements this via our Diversity Policy.</p> <p>Our inclusive approach in creating local, job opportunities and contributing to regional economic development was formally recognised in 2020 by us winning a government Jobs for NSW grant.</p> <p>Janison's products harness the ability of technology to eliminate the digital divide that exists within Australia, including among Aboriginal and Torres Strait islander populations, and across the world. This enables remote and regional students with equitable access to opportunities to benefit from our offering.</p> <p>Roles Targeted: Exams Coordinator – who would be responsible for the sourcing and management of all to be used in the delivery of the Selective High-Schools and Opportunity Class Placement Tests.</p> <p>Recruitment Strategy Janison do and will partner with Aboriginal and Torres Strait Islander employment services organisations to support community initiatives and provide opportunities for Indigenous people to gain skills and experience in the education industry and to assist in delivering this scope of work.</p>
<p>Education, training or capability building for Aboriginal staff or businesses</p>	<p>If you are directing some or all of the Aboriginal participation requirement to education, training or capability building for Aboriginal staff or businesses, your plan should include:</p> <ul style="list-style-type: none"> <li>• The portion of the Aboriginal participation requirement that will be directed in this manner.</li> <li>• Ways that you plan to retain and train Aboriginal employees for the role and ongoing development, for example, a mentoring or professional development program for Aboriginal employees, commitment to building cultural capability within the workplace which may include training of existing staff or working with Reconciliation Australia to agree a Reconciliation Action Plan.</li> <li>• Courses or costs you plan to support for Aboriginal employees.</li> <li>• Ways that you plan to build capability for Aboriginal businesses that are contributing directly to the project. For example, supplier diversity programs, business mentoring programs, assessing local Aboriginal business capability.</li> </ul>

	As part of delivering on our requirements in this plan, Janison will provide training and development programs to its Aboriginal and Torres Strait Islander employees to support their career development and growth within the company.
<b>Past Aboriginal participation compliance history</b>	
Please indicate whether your business is currently, or has previously been, subject to Aboriginal participation requirements on a NSW Government project and if so, please indicate how it has performed against its commitments.	<p>If your business is currently or has previously been subject to Aboriginal participation requirements, please advise the project, contracting agency, participation requirements and the businesses performance against the requirements (were the commitments met? If not, why not etc).</p> <p>If your business has no experience with Aboriginal participation requirements, evidence can be provided of your businesses commitment to Aboriginal employment or use of Aboriginal suppliers through:</p> <ul style="list-style-type: none"> <li>• Previous track record of Aboriginal employment and use of Aboriginal suppliers, including by providing examples or case studies.</li> <li>• A Reconciliation Action Plan (RAP) or similar that provides a business commitment to Aboriginal employment and Aboriginal supplier targets.</li> </ul> <p>Janison is a current supplier with the following program of NSW Department of Education, and I can confirm that all participation requirements have been met.</p> <ul style="list-style-type: none"> <li>- DoE2713432680 Online Assessment Ecosystem</li> </ul>

**Annexure G to Order Form – Tender**



**NSW Department of Education  
Request for Tender  
Part A - Conditions of Tendering  
DOE03514/22**



## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

### Conditions of Tendering - Particulars

REQUEST FOR TENDER (RFT) DETAILS		
<b>RFT Number</b>	DOE03514/22	
<b>Title</b>	Selective Education Test Provider and Test Management Centre Services	
<b>Closing Time &amp; Date</b>	10am 21 April 2023	
<b>Contact Officer</b> All enquiries relating to the RFT must be in writing to the Contact Officer	<b>Position</b>	Senior Sourcing Officer
	<b>Department</b>	NSW Department of Education
	<b>Email</b>	pstenders@det.nsw.edu.au
<b>RFT Package</b> The following documents comprise the RFT package	<b>Overarching Documents (Both Lots)</b>	
	<b>RFT Document</b>	<b>Contract Doc</b>
	Part A – Conditions of Tendering	<input type="checkbox"/>
	Part B – Specifications	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Identification & Instructions	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Both Lots – Questionnaire NF	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Sustainability, SME & Local Participation Plan	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – ICTA ISR	<input checked="" type="checkbox"/>
	Part D – NSW DOE ICTA Information Security Requirements	<input checked="" type="checkbox"/>
	Part D – Contract Management Plan Template	<input checked="" type="checkbox"/>
	<b>Lot 1 – Component A</b>	
	<b>RFT Document</b>	<b>Contract Doc</b>
	Part C – Returnable Schedule – Lot 1 Component A	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 1 Component A – Questionnaire NF	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 1 Component A – Questionnaire	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 1 Component A – Price	<input checked="" type="checkbox"/>
Part D – Terms of Contract ICTA – Lot 1 Component A	<input checked="" type="checkbox"/>	



## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

	Part D – Terms of Contract ICTA – Lot 1 Component A – Additional Conditions	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Lot 1 Component A – SLA Schedule	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Cloud Module	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Services Module	<input checked="" type="checkbox"/>
<b>Lot 2 – Component B</b>		
	<b>RFT Document</b>	<b>Contract Doc</b>
	Part C – Returnable Schedule – Lot 2 Component B	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component B C D – Questionnaire NF	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component B – Questionnaire	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component B – Price	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Aboriginal Participation Plan	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Lot 2 Component B	<input checked="" type="checkbox"/>
<b>Lot 2 – Component C</b>		
	<b>RFT Document</b>	<b>Contract Doc</b>
	Part C – Returnable Schedule – Lot 2 Component C	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component B C D – Questionnaire NF	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component C – Questionnaire	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component C – Price	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Aboriginal Participation Plan	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Lot 2 Component C	<input checked="" type="checkbox"/>
<b>Lot 2 – Component D</b>		
	<b>RFT Document</b>	<b>Contract Doc</b>
	Part C – Returnable Schedule – Lot 2 Component D	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component B C D – Questionnaire NF	<input checked="" type="checkbox"/>





## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

	Part C – Returnable Schedule – Lot 2 Component D – Questionnaire	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Lot 2 Component D – Price	<input checked="" type="checkbox"/>
	Part C – Returnable Schedule – Aboriginal Participation Plan	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Lot 2 Component D	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Lot 2 Component D – Hardware and Other ICT Deliverables Module	<input checked="" type="checkbox"/>
	Part D – Terms of Contract ICTA – Lot 2 Component D – SLA Schedule	<input checked="" type="checkbox"/>
<b>Evaluation Criteria</b>	<b>Lot 1 – Component A</b>	
	<b>Mandatory</b>	<b>Weighted</b>
	<ul style="list-style-type: none"> <li>Acceptable legal entity</li> <li>Ability to meet insurance requirements</li> <li>Agreement to comply with public health orders</li> <li>Submitted Sustainability, SME and Local Participation Plan</li> </ul>	<ul style="list-style-type: none"> <li>Competency and Capability</li> <li>Credentials and Experience</li> <li>Service Delivery and Quality</li> <li>Supply Chain Risk and Business Continuity</li> <li>Sustainability</li> <li>Price</li> </ul>
	<b>Lot 2 – Components B, C and D</b>	
	<b>Mandatory</b>	<b>Weighted</b>
	<ul style="list-style-type: none"> <li>Acceptable legal entity</li> <li>Ability to meet insurance requirements</li> <li>Agreement to comply with public health orders</li> <li>Submitted Sustainability, SME and Local Participation Plan</li> <li>Submitted Aboriginal Participation Plan</li> </ul>	<ul style="list-style-type: none"> <li>Competency and Capability</li> <li>Credentials and Experience</li> <li>Approach for Component-Specific Services</li> <li>Sustainability</li> <li>Aboriginal Participation Plan</li> <li>Price</li> </ul>

### PRE-TENDER BRIEFING DETAILS

<b>Date</b>	9 March 2023	<b>Time</b>	8:30am – 10am Australian Eastern Daylight Time
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## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

<b>Location</b>	Online via Zoom meeting  Join Zoom Meeting <a href="https://nsweducation.zoom.us/j/62131887619?pwd=dYtFRXpFejNVcDZnOFF0cDRXeGFwQT09">https://nsweducation.zoom.us/j/62131887619?pwd=dYtFRXpFejNVcDZnOFF0cDRXeGFwQT09</a>  Meeting ID: 621 3188 7619 Passcode: 740131
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## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

### Tender Information

#### 1 Disclaimer

- 1.1 The information set out in the RFT Package requirement is, unless expressly stated otherwise, provided on a 'best endeavours' basis.
- 1.2 Unless expressly stated otherwise in the RFT, the NSW Department of Education (DOE) gives no warranty nor makes any representation as to the currency, reliability or completeness of the information contained in the RFT.

#### 2 Conformity of Tenders

- 2.1 DOE seeks Conforming Tenders from eligible organisations in response to the RFT. For the purposes of the RFT, Conforming Tenders are considered to be those that meet the Mandatory Evaluation Criteria, generally meet these Part A Conditions of Tendering, and are substantially compliant with both Part B and Part D.
- 2.2 DOE reserves the right, in its sole discretion, to give consideration to and accept a Non-Conforming Tender provided that DOE deems it to be substantially a Conforming Tender.
- 2.3 DOE also reserves the right, in its sole discretion, to give consideration to and accept an Alternative Tender, where the Tenderer also submits a Conforming Tender.

#### 3 Eligibility to Tender

- 3.1 A Tender may only be submitted by a recognised and acceptable legal entity with appropriate financial assets and appropriate and current insurance cover.
- 3.2 DOE may request the Tenderer to provide evidence of its legal status. If so requested, the Tenderer shall submit the requested information within three working days after receipt of the request.
- 3.3 If in the opinion of DOE a Tenderer does not have appropriate financial assets, DOE reserves the right to reject its Tender or to make acceptance of its Tender conditional upon the Tenderer entering into a financial guarantee or unconditional performance bond. DOE may engage an independent financial assessor for the purpose of ascertaining a Tenderer's financial position.
- 3.4 In submitting a Tender, the Tenderer confirms that it is not: subject to exclusion from tendering as a result of a breach of the NSW Government Supplier Code of Conduct; bankrupt; subject to a winding up order; under administration; a corporate entity with persons involved directly or indirectly in the management of the entity who are disqualified under corporations law; or unable to meet the requirements of the NSW Government Supplier Code of Conduct.

#### 4 Related Companies

- 4.1 Where separate Tenders are submitted by related companies, DOE may seek assurances in relation to the competitiveness of the tendering process.
- 4.2 In this context, a related company is a company which has one or more common controlling shareholders, directors or any other body that has the capacity to influence or control the content or direction of a Tender.
- 4.3 If so requested by DOE a Tenderer shall, where it is a related company, demonstrate the independent competitive nature of its organisation. DOE reserves the right, in its sole discretion, to reject a Tender on the grounds that in DOE's opinion there is sufficient evidence of anti-competitive practices in relation to that Tender.

#### 5 Subcontractors

- 5.1 If a Tenderer proposes that any part of the requirement in this RFT is to be performed under subcontract, the names of the proposed subcontractors and details of the work proposed to be undertaken by them must be set out in the response schedule.
- 5.2 In the event of being awarded a Contract, the Tenderer will be responsible for the actions of any subcontractor, and will remain responsible for the fulfilment of the requirements under the Contract.

#### 6 No Obligation to Proceed

- 6.1 This RFT does not commit DOE in any way to provide funding or assistance to any Tenderer. The outcome of the process is subject to the evaluation of all tenders in accordance with the stated evaluation criteria and the endorsement of any recommendations of the evaluation committee by the Minister or delegated officer.
- 6.2 DOE reserves the right to discontinue or cancel the tender process at any point, without making a determination regarding acceptance or rejection of Tenders. DOE will not be liable for any losses suffered by any Tenderer as a result of discontinuance of the tender process, including costs of tendering.

#### 7 Probity

- 7.1 DOE is committed to ensuring that competition for the provision of the requirements specified is fair and open. For Tenderers this means that:
  - a) Evaluation of Tenders will be conducted consistently and objectively;
  - b) Each Tenderer will have access to the same information about the RFT;
  - c) Information provided in a Tender will be secure, and all confidential information treated as such; and
  - d) All actual, potential or perceived conflicts of interest will be addressed.

#### 8 Tender Enquiries

- 8.1 Tenderers who wish to have any aspect of the RFT documents or the evaluation process clarified are asked to direct an enquiry in writing to the contact officer nominated for that purpose in the RFT.



## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

- 8.2 The Tenderer must not rely on verbal information provided by any officer of DOE or any written information provided by any officer of DOE other than the Contact Officer.
- 8.3 Any additional relevant information provided in response to tender enquiries may also be communicated to Tenderers generally, by means of an Addendum.

### Tender Preparation

#### 9 Pre-Tender Briefing

- 9.1 The *Conditions of Tendering - Particulars* may set out that a Pre-Tender Briefing will be held, and if so will state the date, time and location of the Briefing. The *Conditions of Tendering - Particulars* may further stipulate that attendance at the Briefing is mandatory for intending Tenderers.
- 9.2 If the RFT stipulates that attendance at a Pre-Tender Briefing meeting is mandatory and the Tenderer or its representative does not attend, DOE reserves the right, in its absolute discretion, to reject a Tender submitted by that Tenderer by reason of that non-attendance. Evidence of attendance will generally be by means of an attendance register signed by attendees but may be by any other means as DOE sees fit.

#### 10 Goods and Services Tax

- 10.1 Unless otherwise called for in the RFT, all sums, prices, fees and rates tendered must be exclusive of GST. Tenderers must quote their Australian Business Number (ABN) in their Tender.

#### 11 Compliance with NSW Government Policies

- 11.1 All Tenderers must comply, where relevant, with the provisions of the NSW Government Supplier Code of Conduct (Code), the *NSW Procurement Policy Framework* (Framework) and the *NSW Industrial Relations Guidelines: Building and Construction Procurement* (Industrial Relations Guidelines). These documents may be accessed through the Buy NSW Website ([www.buy.nsw.gov.au](http://www.buy.nsw.gov.au)).
- 11.2 The ability of a Tenderer to demonstrate compliance with the relevant aspects of the Code, Framework and Industrial Relations Guidelines is an essential condition of the tender. Lodgement of a tender will itself be evidence of the Tenderer's agreement to comply with the relevant aspects of the Code, Framework and Industrial Relations Guidelines for the duration of any Contract that may be awarded.
- 11.3 Tenderers must comply with the conditions and requirements detailed in DOE's Statement of Business Ethics, located [here](#).
- 11.4 If any Tenderer fails to comply with the Code, Framework, Industrial Relations Guidelines or Statement of Business Ethics, the failure may be taken into account by DOE when considering this or any subsequent Tender, and may result in this or any subsequent Tender being rejected by reason of non-compliance with the Code, without prejudice to any other right of action or remedy available at law or equity to DOE.

#### 12 Property in Tender Documents

- 12.1 All documents submitted by the Tenderer, as part of the Tender, will become the property of DOE upon receipt. Once lodged, DOE may copy, extract or otherwise deal with all or any part of a Tender for the purpose of conducting the RFT.

#### 13 Tender Costs

- 13.1 All costs incurred by any organisation responding to or participating in the RFT will be borne by that organisation.

#### 14 Validity Period

- 14.1 Tenders must remain open for acceptance (the Validity Period) for a minimum of ninety (90) days after the Closing Date and Time. The Tenderer may state a longer period for which its Tender remains open for acceptance.
- 14.2 The Validity Period of a Tender may be extended or renewed by mutual agreement between DOE and the Tenderer.

#### 15 Compliance with NSW Electronic Transactions Act 2000

- 15.1 By lodging its Tender electronically the Tenderer is providing an electronic signature in accordance with the *Electronic Transactions Act 2000 (NSW)* and is taken to have accepted any conditions shown on the NSW Government eTendering website.
- 15.2 Tenderers must ensure that physical signatures are used in the signing of any Deeds provided with the Tender.

#### 16 Conflict of Interest

- 16.1 The Tenderer warrants that no conflict of interest which might affect its performance of the requirement set out in the RFT exists as at the time of lodging the Tender. The Tenderer shall immediately inform DOE upon it becoming aware, during the tender period or during the currency of any resultant Contract, of circumstances which give rise to any actual, perceived or potential conflict of interest. The Tenderer shall comply with any direction given by DOE for the purpose of eliminating, avoiding or mitigating such conflict of interest.

#### 17 Corrupt or unethical conduct

- 17.1 If a Tenderer or any of its officers, employees, agents or subcontractors is found to have:
  - a) offered any inducement or reward to any employee, agent or subcontractor of DOE or the NSW Government in connection with the RFT or the submitted Tender;
  - b) engaged in corrupt conduct within the meaning of the Independent Commission Against Corruption Act 1988;
  - c) a record or alleged record of unethical behaviour; or
  - d) engaged in collusive or anti-competitive conduct with respect to the tender,



## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

then DOE may in its discretion reject the Tender, either forthwith or, at DOE's option, after obtaining further information from the Tenderer about its conduct.

- 17.2 Tenderers are required to notify DOE in its Tender of any information concerning findings of dishonest, unfair, unconscionable corrupt or illegal conduct against the Tenderer, its directors or management. Lodgement of a Tender without such information is taken to mean that no such relevant information exists.

### 18 Response format

- 18.1 The Tenderer must submit a Tender using the same outline as the Tender Returnable Schedules at Part C of the RFT. Tenderers must submit all the information requested in the Tender Returnable Schedules.
- 18.2 The Tenderer may not alter any text or formatting in the Tender Returnable Schedules except for sections requiring input by the Tenderer.

## Submission of Tenders

### 19 Tender Lodgement

- 19.1 Unless otherwise stated in the RFT, all Tenders (including any supporting documents) must be lodged electronically through the eTendering website at <http://www.tenders.nsw.gov.au>.
- 19.2 DOE may, by written notice in an Addendum, extend the closing time.
- 19.3 Electronically lodged Tenders must be submitted in a file format that can be read by either Microsoft Word 2016, Microsoft Excel 2016 or Adobe® Acrobat® Reader 7. Tenderers should ensure that file names do not exceed 100 characters and do not contain symbol characters.
- 19.4 If a Tender is an Alternative Tender, or if it is a replacement for a Tender already lodged, this is to be stated clearly in the file name.
- 19.5 Tenderers may compress electronically submitted Tenders in a format that can be decompressed by WinZip®. If a Tender consists of multiple uploads, due to the number of files or file size, it is the responsibility of Tenderers to ensure that transmission of all files is completed before the closing time.
- 19.6 Tenderers must not submit executable files, as the eTendering website may treat them as viruses.
- 19.7 Where Tenders are required to be lodged through eTendering, they are encrypted on receipt and stored in a secure 'electronic tender box' that cannot be accessed until after the closing date of the RFT. The email receipt that is sent to the Tenderer after successfully uploading the Tender is the only evidence provided of tender lodgement.
- 19.8 DOE is not responsible or liable for any issues encountered with downloading or uploading documentation to or from the eTendering website.
- 19.9 DOE may decline to consider a tender that cannot be effectively evaluated because it is incomplete, illegible, unintelligible or corrupt.

### 20 Two Envelope System

- 20.1 The tender must be submitted in two separate files containing all the completed documents. The first file is for all non-price related submission information and the second file is for any submission information containing price elements. Each file must clearly identify in the title whether it is 'Envelope 1 Non-Price' or 'Envelope 2 Price'.

### 21 Late Tenders

- 21.1 In accordance with the requirements of the Framework, Late Tenders will not be considered except where DOE, at its discretion, is satisfied that the integrity and competitiveness of the tendering process has not been compromised.

## Evaluation of Tenders

### 22 Evaluation of Tenders

- 22.1 Tenders will be evaluated against the stated evaluation criteria, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 22.2 A failure by the Tenderer to comply fully with a mandatory criterion or sub-criterion will result in exclusion of the Tenderer without further consideration, except where compliance with the criterion can be evidenced through a clarification. Any such clarification will only be undertaken if it complies with clause 23 i.e. does not provide an advantage to that tenderer.
- 22.3 A failure by the Tenderer to obtain a score deemed acceptable by DOE for any one or more weighted criterion or sub-criterion may result in exclusion of the Tenderer without further consideration.
- 22.4 Information supplied by the Tenderer in the Tenderer Response Schedule (Part C) will contribute to the evaluation against each criterion. Tenderers are advised to respond clearly to all of the evaluation criteria in the Tenderer Response Schedule.
- 22.5 By submitting a Tender, the Tenderer consents to DOE seeking further information about the Tenderer's organisation, capabilities or previous performance, including from referees concerning prior contracts on which the Tenderer may have been involved or affiliates or associates of the Tenderer (whether or not nominated by the Tenderer in its Tender).
- 22.6 The Tenderer agrees to take part, if called upon to do so in the course of tender evaluation and provided reasonable notice is given by DOE, in any or all of the following, either at the Tenderer's or DOE's premises as DOE may decide:
- a) Interview of one or more representatives of the Tenderer;
  - b) Presentation of the Tenderer's offer;
  - c) Demonstration of the Tenderer's products or proposed solution;
  - d) Site visit and inspection of facilities.



## Part A - Conditions of Tendering

*These Conditions of Tendering do not form part of the Agreement*

### 23 Clarification of Tenders

- 23.1 DOE may seek clarification in writing of certain matters to obtain a better understanding of aspects of a Tender. Generally, Tenderers will be expected to respond to clarification requests in writing within a reasonable timeframe dependent on the nature of the clarification request and the information required.
- 23.2 If in DOE's opinion the information provided in response to a clarification request has the effect of substantially altering the Tender and providing an unfair advantage to the Tenderer, then DOE may in its discretion, either:
- disregard the information and either issue a revised clarification request or notify the Tenderer that its offer as originally submitted will be assessed; or
  - provide the same opportunity to all Tenderers.

### 24 Financial Assessment

- 24.1 The Tenderer acknowledges that DOE may for the purposes of tender evaluation undertake a financial assessment of the Tenderer and may engage an external provider to carry out the task.

## Tender Outcomes

### 25 Approval and Notification

- 25.1 DOE is not bound to accept the lowest or any Tender or part thereof.
- 25.2 Following DOE's decision, all Tenderers will be notified in writing of the outcome of their Tenders.

### 26 Acceptance of Tender

- 26.1 A Tender is not accepted until notice of acceptance is given by hand to the Tenderer or is sent by prepaid post to, or left at, the address provided by the Tenderer or submitted to the eTendering website.
- 26.2 Tenderers should note that prior to finalisation of the Contract, DOE may enter into negotiations to finalise contract conditions. The Contract will then be formalised by the execution of the standard contract included at Part D of the RFT Documents and its Annexures and attachments.

### 27 No Preferred Tender

- 27.1 In the event DOE determines that none of the Tenders submitted are acceptable, DOE is under no obligation to negotiate with any Tenderer and if all Tenders are rejected then DOE may invite fresh tenders under the same or different criteria.

### 28 Disclosure of Information

- 28.1 Details of this RFT and the outcome of the tender process will be disclosed in accordance with the requirements of the *Government Information (Public Access) Act 2009* (GIPA Act).

### 29 Post-Tender Debriefings

- 29.1 The Tenderer may request a debriefing on the assessment of its Tender. This includes a Tenderer to whom a Contract has been awarded. Requests for debriefings must be in writing to the Contact Officer named in the RFT and may only be requested within two weeks of being notified of the outcome of the evaluation process. If a request for debrief is not received within two weeks of being notified of the outcome, DOE reserves the right to reject any such request.
- 29.2 Where the debriefing is in relation to a rejected Tender, the purpose of the debriefing is to explain how the Tender performed against the evaluation criteria, rather than in comparison with the successful Tender, with the object of improving future tender responses. It is to be distinctly understood that a debriefing will not be an opportunity to contest the tender outcome.
- 29.3 Debriefings will generally be conducted as face-to-face meetings, and held at DOE's premises, unless otherwise advised.

### 30 Exchange of Information between Government Agencies

- 30.1 By Tendering for this Contract, the Tenderer authorises DOE to make available to other NSW Government departments or agencies information including, but not limited to, any information provided by the Tenderer to DOE and information relating to the Tenderer's performance or financial position.
- 30.2 The Tenderer acknowledges that any information about the Tenderer, from any source, including but not limited to substantiated reports of unsatisfactory performance may be taken into account by DOE and other NSW Government departments and agencies in considering whether to offer the Tenderer opportunities for NSW Government work including but not limited to assessment of suitability for registration, pre-qualification, selective tender lists or the award of contract.

### 31 Complaints about the Tender Process

- 31.1 If an organisation believes that the probity of the tender process has been compromised, it may express its concern in writing to the below officer. Any formal complaint will be acknowledged in writing. Complaints will be investigated by officers of DOE who are independent of those involved in the actions leading to the complaint. The outcome of the investigation will be advised to the complainant in writing.

#### **CONFIDENTIAL**

Chief Procurement Officer  
NSW Department of Education  
259 George St  
Sydney NSW 2000



**NSW Department of Education  
Request for Tender  
Part B – Specifications  
DOE03514/22**



## Part B - Specifications

### SPECIFICATION DETAILS

#### Business Objectives

The Department of Education is committed to ensuring every student across NSW achieves their full educational potential, through talent development opportunities and differentiated teaching and learning practices to ensure that their specific learning and wellbeing needs are met.

Through its selective education system of opportunity classes and selective high schools, the Department offers high potential and gifted students from all backgrounds access to a quality school environment which provides enriching learning opportunities that supports the social-emotional development and wellbeing of high potential and gifted students, enabling them to connect, succeed and thrive. Key to achieving this outcome is the annual selective education placement tests that the Departments administers; the opportunity class (Year 5-6), selective high schools year 7 entry and selective high schools 8-12 years entry placement tests. These selective education tests are crucial in identifying high potential and gifted students that would benefit in the selective education schooling environment and system.

In recent years, the Department has modernised its selective education design and testing processes to ensure the placement tests are more precise and accurate in identifying high potential and gifted students from all backgrounds yet are inclusive and accessible to all students sitting the test. Complementing this is the revised equity placement process that ensures the placement system reduces any impacts of student disadvantage, equitably placing disadvantaged students into opportunity classes and selective high schools.

As part of a broader and wider Department strategy, the Department is also seeking to transition away from its current single test day test conducted in high schools with a paper test to test across several days in external test centres with computer-based test delivery. The move to computer-based testing will align to the current NAPLAN testing approach and what is planned for future HSC tests. The move to computer-based testing will also assist the Department in creating process efficiencies through digitisation and automation, helping to improve the end-to-end testing and placement process and reduce the overall timeframe from application to offer which will improve the test experience and service to parents and students.

The procurement of a test provider and test management service suppliers will help enable the Department to continue to improve its selective education testing framework and placement practices, ensuring that it identifies and places high potential and gifted students regardless of background. The procurement will also help support the Department to develop and implement an optimal computer-based testing delivery model in its transition to delivering computer-based testing for its selective education placement test.





## Part B - Specifications

### Background

#### Overview of selective education tests in NSW

The Department, through NSW public schools, offer a range of opportunities for high potential and gifted students that include opportunity classes and schooling at selective high schools. These form part of the Department's commitment to identify and provide a range of opportunities for high potential and gifted students in NSW.

Year 5 entry into opportunity classes (OC) and year 7 entry into selective high schools (SHS) is conducted via annual opportunity classes and selective high school placement tests with placement based on academic merit of the results of the placement tests. Approximately 17,000 and 15,000 students apply and sit the SHS and OC placement tests each year respectively with enrolment intakes of 4,248 and 1,840.

For the opportunity class placement test students are required to sit a reading, mathematical reasoning and thinking skills test. For the selective high school test students are required to sit a reading, mathematical reasoning, thinking skills and writing test.

Parents of students seeking year 8-12 entry into selective high schools currently apply directly to each selective high school. Selective high schools follow state-wide guidelines for the year 8-12 placement process and may ask students to sit placement test as part of the placement process. The total numbers of students that apply for year 8-12 entry each year is approximately 3,000.

Placement in opportunity classes and selective high schools are highly sought after and highly competitive with parents highly invested in the process. Community interest and media coverage is also high around the time of the tests and when placements are announced to parents.

The below table shows the number of student applications and students tested for opportunity classes and selective high schools for the last 5 years. In addition, the Department has received 17,000 applications for the 2023 selective high school's placement test for 2024 placement.

#### Total Applications and Students Tested from 2018 – 2022

Opportunity Classes	Year of placement test				
	2021 Test for 2022 Placement	2021 Test for 2022 Placement	2021 Test for 2022 Placement	2021 Test for 2022 Placement	2022 Test for 2023 Placement
Applications received	11,513	12,176	14,252	13,373	15,025
Students tested	10,946	11,535	13,961	13,016	14,066*
Number of places	1,740	1,740	1,830	1,840	1,840

Selective High Schools	Year of placement test				
	2021 Test for 2022 Placement	2021 Test for 2022 Placement	2021 Test for 2022 Placement	2021 Test for 2022 Placement	2021 Test for 2023 Placement
Applications received	14,565	14,756	15,051	15,915	15,660
Students tested	13,852	14,056	14,235	15,187	14,160*
Number of places	4,196	4,226	4,212	4,247	4,248

\* Test day attendance levels impacted by COVID and flooding



## Part B - Specifications

The number of applications is expected to continue to grow annually due to:

1. measures the Department continues to implement such as the Equity Placement Model to reduce barriers for under-represented student groups applying and accessing selective education
2. increased community demand for opportunity classes and selective high school places
3. NSW Government and Department plans to open new opportunity classes and selective high schools

Note: This information is for general information only. Suppliers should not solely rely on historical data only and use assumptions when proposing their solution and pricing.

### **Current state**

To date, the Department has delivered numerous improvements with its testing framework, application and placement processes, most notably an Equity Placement Model that targets disadvantaged groups and an improved placement report that replaces reporting of scores to parents.

The Department has maintained the paper-based test delivery model to schools due to CV19 in schools which delayed the development and delivery of a computer-based test model.

### **Future direction and strategy**

The Department's future strategy is to conduct computer-based testing in a fully outsourced model where the placement tests are conducted in an external test centre with external test invigilators, external devices and supporting equipment. It is highly desirable that interstate and overseas students have an option of siting the placement tests in an authorised exam centre in their location. Support services in this option include the project management, resourcing, set up and administration of the test.

The Department aims to continue to deliver improvements to selective education aligned to the Review of Selective Education Access (2018), continue to sustain and embed the changes that have been introduced and continue to refine its internal processes and IT systems.

A key focus of the Department is to begin the transition to a computer-based test delivery model in 2025 of which the successful suppliers of the Request for Tender will play a crucial part in.

### **Testing approach and timeframes for 2025**

To support the transition to computer-based testing and mitigate test day technical and operational issues, the Department intends to move away from a single test, single test day event to multiple tests (increased test item bank) across multiple test days.

The Department also aims to change the approach and timing on how the tests are conducted. Instead of running separate tests and processes for the SHS and OC test placements, the Department plans to run these concurrently and have applications close as close as possible to the placement test dates to increase equitable access to the placement tests for all families.

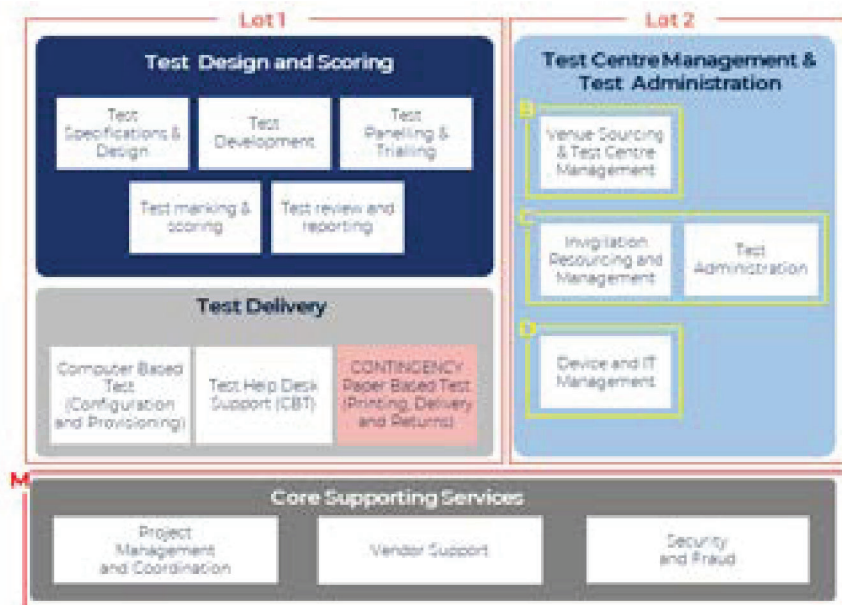
Please refer to the plan on page 8.

## Part B - Specifications

### Deliverables

With this procurement, the Department is seeking to contract a supplier or suppliers for five years with another five-year option beyond the initial five-year term. The services the Department is seeking to procure are the following services: -

“Lot 1” and “Lot 2”. Lot 1 is composed of Test Design and Scoring and Test delivery services shown in the diagram below. Lot 2 has three service components, Test centre venues sourcing and test centre management (B), Invigilation resourcing, management and test administration (C) and Device and IT Management (D).



Suppliers can respond to either all services, Lot 1 and Lot 2 or a discrete components A, B, C and D together or a mix of components. All suppliers must also respond to Core Supporting Services (M) as part of their response.

Where the supplier's provision of Services/ Deliverables under the proposed Agreement involves procuring any services or deliverables from a third party supplier, the Department's preference is that: (a) the third party supplier is a subcontractor of the supplier; (b) the supplier is responsible the third party services/ deliverables; and (c) the Department will not be required to enter into any separate contractual arrangement, or agree any separate third party terms, for the third party services/deliverables.

The scope of services required for this project is listed below:

#### Lot 1: Test Design and Scoring

##### Test Specification and Design

- Test specification and design of selective education test to achieve the selection education placement, outcomes and objectives of the Department.
- Leading test development practices that meet the Department requirements and standards
- Test panelling with Department key stakeholders and subject matter experts to ensure test questions and content meet Department requirements and standards. Test content is extensively trialled, and performance tested with similar cohorts of the students that would normally sit the selective high school and opportunity class placement test



## Part B - Specifications

- Marking of test papers and scoring in accordance to Department scoring, adjustment and weighting criteria
- Scoring illness/misadventure requests that cover unforeseen problems encountered while sitting the test
- Review and reporting of end-to-end test processes for identification of improvement opportunities and performance reporting of each of the selective high school and opportunity class placement test to understand how students performed in each test.

### Test Delivery

- Provision and administration of computer-based testing software for the delivery of the computer-based test. Software to be based on the Department's software and hardware requirements
- Help desk support for the computer-based testing software in the lead up to and during test days
- Delivery of a paper-based test in the case of contingency. This includes the secure printing, delivery and return of test papers for marking
- Development and production of practice test papers
- Reserve test to be developed in parallel and made available in the event of a leak or unauthorised access

### Lot 2: Test Centre Management and Test Administration

#### Test Centre Model

- Help and support in the design, development, and delivery of an appropriate test delivery model for both computer-based and paper-based testing in accordance with Department requirements

#### Component B: Venue sourcing and test centre management

- Sourcing and procurement of suitable test centre venues with a main test room and smaller rooms if required with amenities and toilets
- Each venue to have suitable test equipment e.g., desks, chairs, whiteboards, stationery, clocks, and other related equipment to conduct either computer or paper-based testing
- Set up of test centre venue in preparation for testing

#### Component C: Invigilation Resourcing and Management and Test Administration

- Provision of invigilation as a service. Supplier to recruit and manage a pool of invigilation personnel, who are suitably qualified, trained and are compliant with Department probity standards, Invigilation personnel manage and conduct testing in accordance with Department requirements and standards.

#### Component D: Device and IT Management

- Provision of a sufficient number of suitable computer devices (laptops) and related accessories (e.g., power adaptors) with latest windows software for computer-based testing. Note: the type of device will be dependent on the recommended operating system and hardware the software will run on.
- Delivery, set up and preparation of devices including pack down, set up of test centre venue IT infrastructure
- IT network capacity (Wi-Fi coverage, bandwidth, and speed) at the test venue (or externally supplied) to conduct computer-based testing.
- Access to electrical power points, provision of power boards and cables etc to set up and charge computer devices
- Test day technical and IT support



## Part B - Specifications

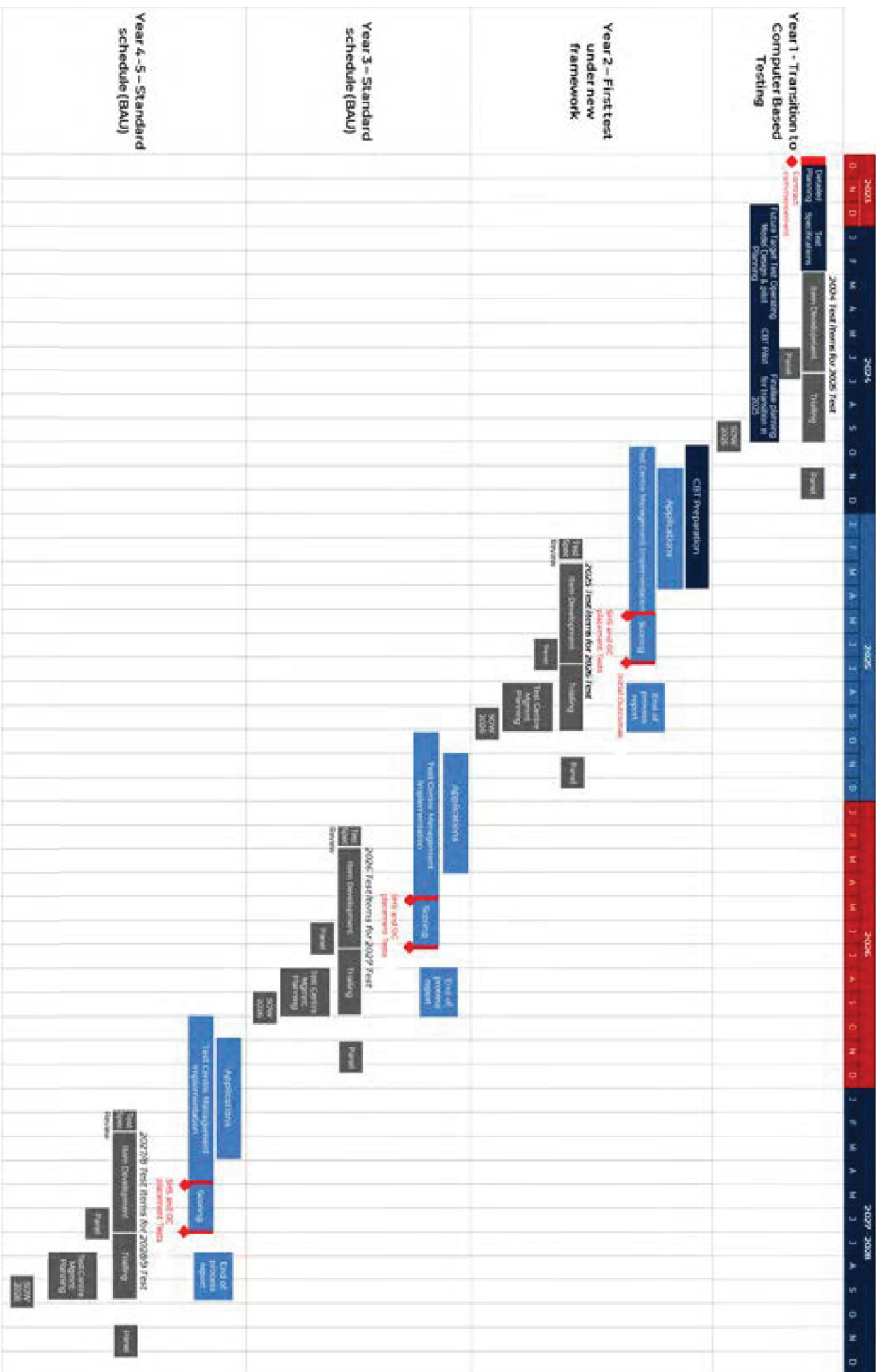
### Component M: Core Supporting Services

- To deliver the services, the suppliers are to provide their own project management and coordination including vendor/supplier support.
- Security, confidentiality, and fraud management as part of service delivery



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The draft transition to Computer Based Testing timeline is listed below including the testing timeline up until 2028. Note: these are indicative only and subject to change.  
 Computer Based Testing 2025 Transition – High Level Roadmap & Testing Plan



Project Timings

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Detailed Description / Scope of Works			
LOT 1			
A1. Test Design			
A1.1 Test Specification and Design	Ref #	ID#	Priority
Test strategy	TSD	Required	Requirement Description
	TSD -1	Required	<p>The Selective Education Placement Tests are designed to accurately rank high-potential and gifted students as a basis for them being offered a place at a selective high school or opportunity class.</p> <p>The supplier will provide a test strategy that outlines the approach, experience and capability in developing a set of assessments to accurately identify and rank high potential and gifted students for the below placement tests:</p> <ol style="list-style-type: none"> <li><b>Opportunity Class Placement Test:</b> Current Year 4 students seeking Year 5 placement in an opportunity class</li> <li><b>Selective High Schools Placement Test:</b> Current Year 6 students seeking Year 7 placement in a selective high school</li> <li><b>Year 8-12 Selective High Schools Placement Test:</b> Current Year 7-11 students seeking a Year 8-12 placement in a selective high school</li> </ol> <p>The test strategy must be updated at least every two years based on the learnings from prior years tests, psychometric analysis of the effectiveness of the test components in identifying high potential and gifted students, and other data from the Department on student performance post placement. Updates to the test strategy may recommend changes to the test components, weightings and test specifications.</p>
Test design	TSD -2	Required	<p>The placement tests must be designed to be delivered as a number of different placement tests, that can be delivered across multiple days.</p> <p>Each different placement test must be statistically comparable to each other to ensure that the students over all placement score for the placement test can be accurately used to rank all students in order of academic merit.</p> <p>The placement tests must have a number of different components that provide a valid means of identifying high potential and gifted students as defined in the Departments High Potential and Gifted Education policy. The placement tests must provide an indicator of a student's possible potential to achieve highly in an academically selective education environment or similar.</p> <p>The test components for the Opportunity Class Placement Test and the Selective High Schools Placement Test should at a minimum include components that include:</p> <ul style="list-style-type: none"> <li>critical thinking and problem solving</li> </ul>



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Test specification documentation	TSD – 3	Required	
			<ul style="list-style-type: none"> <li>• mathematical reasoning</li> <li>• reading comprehension</li> <li>• creative writing and expression</li> <li>• the Department is open to include other test components that will identify students underlying high potential and gifted ability</li> </ul> <p>The Year 8-12 Selective High Schools Placement Test may be based on the Opportunity Class Placement Test and the Selective High Schools Placement Test or be a commercially available of the shelf test.</p> <p>The supplier must recommend the weighting and scaling approach for each test sections for approval by the Department.</p> <p>Where a test component is based on a curriculum area, it must not be above the current stage level for students sitting the test. Information on the NSW curriculum can be found here: <a href="#">NSW curriculum and syllabuses   NSW Education Standards</a></p> <p>All test components must be age and stage level appropriate for the students sitting the Opportunity Class Placement Test, the Selective High Schools Placement Test and the Year 8-12 Selective High Schools Placement Test.</p> <p>Each test must have unique test items except where there is a need to have anchor test items to ensure the different placement tests are statistically comparable to each other.</p> <p>Tests must only include test items that have not been used in previous tests or practice/preparation materials, so coached students do not get an advantage. The Department must approve the reuse of any test items or a test design that is based on test item reuse.</p> <p>The placement tests must be psychometrically robust and meet world-class standards for selective education assessments to identify, assess, and select students for placement in academically selective education programs. The placement tests must be able to identify and discriminate students at the top end of ability to accurately rank students for placement.</p> <p>Each time the test strategy is updated, up to three different test designs must be proposed to the Department for consideration and approval based on industry leading best practice and innovation in assessment testing design.</p> <p>The supplier will provide test specifications in generative and explanatory nature. It should be written at the item level inclusive of phrase test items, the structure/ test layout, construct test input, and guide the entire test development process with the specs to serve as guidelines so that new versions can be compared to previous versions.</p> <p>In general, specifications need to:</p>





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		<p>1. Describe the purpose of the test;</p> <p>2. Describe the Targeted language use situation and list the targeted language use tasks;</p> <p>3. Describe the characteristics of the language users/test takers;</p> <p>4. Define the construct to be measured;</p> <p>5. Describe the content of the test;</p> <p>6. Describe the criteria for correctness;</p> <p>7. Provide samples of tasks/items the specifications are intended to generate; and</p> <p>8. Develop a plan for evaluating the qualities of good testing practice</p> <p>Details such as the contexts for which the test are appropriate, the criteria for success, the construct, and reference between test scores and content.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="border: 1px solid black; padding: 5px; width: 30%;"> <p><b>Part I: Test construction, evaluation, and documentation</b></p> <ol style="list-style-type: none"> <li>1. Validity</li> <li>2. Reliability and errors of measurement</li> <li>3. Test development and revision</li> <li>4. Scales, norms, and score comparability</li> <li>5. Test administration, scoring, and reporting</li> <li>6. Supporting documentation for tests</li> </ol> </div> <div style="border: 1px solid black; padding: 5px; width: 30%;"> <p><b>Part II: Fairness in testing</b></p> <ol style="list-style-type: none"> <li>7. Fairness in testing and test use</li> <li>8. The rights and responsibilities of test takers</li> <li>9. Testing individuals with diverse linguistic backgrounds</li> <li>10. Testing individuals with disabilities</li> </ol> </div> <div style="border: 1px solid black; padding: 5px; width: 30%;"> <p><b>Part III: Testing applications</b></p> <ol style="list-style-type: none"> <li>11. The responsibilities of test users</li> <li>12. Psychological testing and assessment</li> <li>13. Educational testing and assessment</li> <li>14. Testing in employment and credentialing</li> <li>15. Testing in program evaluation and public policy</li> </ol> </div> </div>
<p><b>A1.2 Test Development</b></p>		
<p><b>Ref #</b></p>	<p><b>ID#</b></p>	<p><b>Priority</b></p>
<p>Test format</p>	<p>TD – 1</p>	<p>Required</p>
<p><b>Requirement Description</b></p>		
<p>Test content must be able to be delivered in different test formats and be accessible to test students with no difference in test reliability. Test formats include the following different formats:</p> <ul style="list-style-type: none"> <li>• Online computer-based tests (e.g., software, app-based, or web-based tests)</li> </ul>		

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			<ul style="list-style-type: none"> <li>Paper test format (e.g. content from the online computer-based tests to be made available in paper tests format for disability adjustments. These include additional modified paper tests for reasonable and disability adjustments)</li> </ul>
Test difficulty	TD – 2	Required	Tests must have a sufficient level of difficulty to assess students suitable for placement in academically selective settings (e.g., students with above average to very superior academic potential). Tests will have a range of item difficulty to allow for the broad range of student achievement levels and will require appropriate difficulty and targeting to ensure accuracy and discriminate students at the top end of ability.
Original test content	TD – 3	Required	Test content should be new, bespoke original test questions, not used in previous tests and publicly available in previous tests/practice or preparation materials with the exception of reference materials (e.g. published poems or written extracts). The Department must approve the reuse of any test items.
Question banks	TD – 4	Required	Tests will incorporate a rolling bank of questions that to allow testing to occur over several days (possibly including weekends) without loss of test integrity, reliability, and security. Allowing items to be added to the item bank (or dropped out) very easily without negatively affecting the performance of the test. This means test experiences can be customised to suit different requirements.
Diverse and inclusive test content	TD – 5	Required	Test items and content must be designed and written to be inclusive and meet the needs and cultural backgrounds of the diverse student groups that sit the placement tests. Students sitting the selective education tests come from a diverse range of backgrounds including gender, social, cultural (including Aboriginal), language, geographical and disability. The Department always strives to promote inclusion and equitable representation for all student groups.
Test development quality assurance practices	TD – 6	Required	Test development must follow a strict quality assurance process that ensures the integrity of the assessment and reporting of student achievement against the performance standards for the assessment and that students have fair, valid, and reliable results.
Student practice test	TD – 7	Required	<p>The Department seeks to promote student familiarity, confidence with test type (paper or computer-based delivery), question types and test formats. Familiarisation with computer-based testing will also help students with reasonable adjustments. The supplier must provide at a minimum, one set of practice tests and marking rubrics per year in both computer-based and computer format.</p> <p>The paper-based practice tests will be published on the Departments website and must include a practice test that is covers the same test components and number of test questions as a live placement test, the working of the answers for each question, and the answer keys.</p>

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A1.3 Test Panelling and Trials			
Ref #	ID#	Priority	Requirement Description
End to end test panelling	TPT -1	Required	<p>All test items must be panelled to ensure items are appropriate for the candidature. In terms of both their content and the level of challenge they provide, and that any construct-irrelevant sources of difficulty are removed.</p> <p>The Department requires panelling of all items which will consider the test specification, including the appropriacy of skills tested, range and balance of testing focuses, 'speediness' of each test (number of items in the time available) and issues of 'coachability'.</p> <p>Panelling to involve pre-panel review of test content and questions, pre-trial panel meeting to agree and finalise trial questions and a post-trial panel meeting to review trial test content and question performance and recommendations for the live test.</p>
Test panelling – diversity and inclusion	TPT – 2	Required	<p>The Department requires that a diverse range of students and community voices are included in trialling and panelling processes. In particular, the Department wishes to ensure equity across:</p> <ul style="list-style-type: none"> <li>• Gender</li> <li>• Socio-economic status</li> <li>• Students with disability</li> <li>• Cultural and language groups</li> <li>• Aboriginal students</li> <li>• Geographic locations.</li> </ul> <p>Following in-house panelling processes, the supplier will consult the Department panels during pre-trial and post-trial item development to determine the items to be used in the trial and obtain approval for the final items to be included in the tests. The Department will ensure a varied of stakeholders and subject matter experts are made available for the panelling process to ensure the test materials comply with the department's cultural sensitivity requirements and standards.</p>
Test trials	TPT – 3	Required	<p>The supplier to arrange test trials with the target student groups, trialling all test items. Test trials to be conducted outside of New South Wales, with students aged and in school years similar to the students sitting the test, with a range of student ability levels and demographic characteristics commensurate with those of NSW test takers. (Trial subjects can be either gifted or highly gifted students the same age as those sitting the tests in NSW, and/or older average-ability students whose ability levels are comparable to the ability level of NSW test takers). The total</p>

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			number of students sitting the test must be statistically significant to ensure the validity and reliability of test outcomes and results.
Statistical analysis of panel test results	TPT – 4	Required	Psychometric analysis on test items must be conducted on test trial results. These findings will be presented to the department, including overall trial test summaries and individual item metrics. A further post-test review report will be provided detailing the analysis and finding.
Test panelling – post test	TPT – 5	Required	Post-test panelling must be conducted with Department stakeholders, reviewing the statistical performance of test items in the test trials and conducting a final check of suitability and approval of test content for the final live tests. Ensuring test items are appropriate for the candidature, in terms of both their content and the level of challenge they provide, and that any construct-irrelevant sources of difficulty are removed.
<b>A1.4 Test Marking and Scoring</b>			
Ref #	ID#	Priority	Requirement Description
Marking and scoring accuracy	TMS – 1	Required	<p>Accuracy and precision are the most important criteria in the assessment of an analytical method, and monitoring quality control during analysis and is essential to ensure the validity of reported results. The OC and SHS placement tests are high stakes tests and thus confidence in the accuracy and reliability of the students' scores is essential. The marking and scoring processes should have an accuracy level that can be communicated to parents to provide confidence in the marking and scoring of students results and not require a results review process.</p> <p>The supplier must report the results of the quality control process to the Department on the accuracy of the marking and scoring processes annually.</p> <p><b>Test, data capture and marking (Computer test)</b></p> <p>The supplier will:</p> <ul style="list-style-type: none"> <li>• Monitor computer testing and record any irregularities</li> <li>• Capture and record answers</li> <li>• Mark answers (e.g. multiple choice and writing)</li> <li>• Provide this data including the answer key securely to the Department.</li> <li>• Must be able to flag and remove specific test questions from being included in the marking process using the test vendor system.</li> <li>• Must be able to rerun marking if test questions have been removed using the test vendor system.</li> </ul> <p><b>Test Collection, Data Capture / Transcriptions (Paper test)</b></p> <p>The supplier will:</p> <ul style="list-style-type: none"> <li>• Securely collect test materials</li> </ul>
Test marking	TMS – 2	Required	



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			<ul style="list-style-type: none"> <li>• Capture answers</li> <li>• Transcribe and mark written answers</li> <li>• Provide this data including the answer key securely to the Department.</li> </ul>
Test scoring and calculations	TMS – 3	Required	<p>The supplier will:</p> <ul style="list-style-type: none"> <li>• Agree a scoring and scaling algorithm for each placement test annually with the Department</li> <li>• Have a process to access the and apply the scoring impact of an illness or misadventure request that impacts the student's test performance</li> <li>• Mark and score all test results according to the agreed scoring and scaling algorithm</li> <li>• Ensure for writing tests, marking to be conducted by two markers to remove subjective bias</li> <li>• Assign marks/scoring information to a student record based on unique identifier</li> <li>• Access to mark/score information is based on user role (i.e. only nominated roles can view this data)</li> <li>• The scoring and scaling algorithm used to be dependent on the placement test</li> <li>• Access to scoring function is based on user role group</li> <li>• Only one scoring algorithm to be active per placement process</li> <li>• Previous versions of the algorithm to be retained and can be reactivated</li> <li>• Audit trail to be kept of all data sets</li> <li>• Provide the Department with scoring data. Scoring data may include but not be limited to:             <ul style="list-style-type: none"> <li>– all components of a student's placement test score (i.e. raw, scaled, weighted, etc.)</li> <li>– Test absences, full or partial (including which test)</li> <li>– Test incident information</li> <li>– Test analytics</li> <li>– Incidents of malpractice (collusion or cheating)</li> <li>– Specific response by students to each question</li> </ul> </li> </ul>
Result Enquiries	TMS – 4	Highly desirable	<p>The supplier to offer a results enquiry or result check service if a student feels that a test result is not consistent with their expectation. The supplier to confirm the students' tests answers were processed correctly and a re-mark of test responses.</p>
Malpractice (collusion or cheating)	TMS – 5	Required	<p>The supplier must have processes, statistical analysis and technology to:</p> <ul style="list-style-type: none"> <li>• Detect test malpractice (collusion and cheating) for both the paper and computer-based tests</li> <li>• Review identified cases of malpractice and determine which cases should result in the students' scores being withheld</li> </ul>

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			<ul style="list-style-type: none"> <li>Have a process where the outcome of a malpractice determination can be independently reviewed</li> </ul>
Secure transfer of information	TMS -6	Required	The supplier must securely send, receive and update information to the Department via a system-to-system Application Programming Interface (API). Please refer to the Departments Information Security requirements.
<b>A1.5 Test Review and Reporting</b>			
Ref #	ID#	Priority	Requirement Description
Test review and reporting	TRR -1	Required	<p>At the completion of each annual placement test process, the supplier will review and provide a detailed performance report in a format to be agreed with the Department of the end-to-end test process and statistical analysis of test results, performance against the test specifications and objectives and recommendations for improvements.</p> <p>Items to be included in the report may include:</p> <ul style="list-style-type: none"> <li>Overall test performance</li> <li>Analysis of test performance by student group e.g. gender, by Aboriginal/Torres Strait Islander status, SEA status, by disability status, By non-rural/rural status and by age</li> <li>Statistical information and reporting analysis that may include:             <ul style="list-style-type: none"> <li>Cumulative distribution of scaled scores by domain</li> <li>Distribution of scaled scores by domain</li> <li>Cumulative distribution of provisional test scores</li> <li>Correlations between components</li> <li>Declared assessment weightings v. actual assessment weightings</li> <li>Test reliability</li> <li>Cronbach's AlphaWriting and RMSE Composite Reliability</li> <li>Item-level performance</li> <li>Overview of writing</li> </ul> </li> <li>Any additional recommendations and conclusions</li> </ul>



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A2. Test Delivery			
A2.1 Computer Based Testing (Configuration and Provisioning)			
Ref #	ID#	Priority	Requirement Description
Computer-based test solution	CBT – 1	Required	<p>The supplier must provide a computer-based test solution (solution) that:</p> <ul style="list-style-type: none"> <li>• Is fit for purpose to conduct a high stakes placement test</li> <li>• Can be locked down during testing so the student cannot access other programs, internet or spelling checking functions on the computer</li> <li>• Has built in resilience features for network/internet distributions</li> <li>• Reconciles test results automatically or manually when there has been a distribution</li> <li>• Is updated regularly (at least annually) with new features and the industry direction/best practice in computer-based/online testing</li> <li>• Has a simple user experience and easy registration process for students on test day</li> <li>• Provide functionality for invigilators to supervise the test, record attendance, apply any approved provision during the test and record test incidents and observations</li> <li>• Provide real-time functionality and dashboards to the Department to track the progress of a test session and identify any test incidents that require escalation and action</li> </ul>
Compatibility	CBT – 2	Highly desirable	The solution must be compatible with test devices e.g. Window, Mac and or Chromebook.
Availability	CBT – 3	Highly desirable	Hours of operation are 24/7 during specified testing periods and must achieve a level of availability of 100%. Note: specific hours of operation for practice tests in the lead up to test day to be defined. Note: The solution must meet the availability requirements according to SLAs.
Scalability	CBT – 4	Required	The solution must be scalable (estimated annual growth of users at 5%)
Maintainability	CBT - 5	Required	The solution must be operationally maintainable and supported. After the solution go live, all the new data migrated should be maintained and supported.
Logging and auditing	CBT – 6	Required	<p>The solution must ensure details of all solution use by users are stored and logged, including user ID, device or network address, and the date/time of all actions.</p> <p>The solution must be capable of logging changes to all values stored in the solution and storing those values online for 7 years, and then archived for at least three years.</p>

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			<p>Information to be logged must include the dates that values were created, modified, and deleted.</p> <p>The solution must be capable of recording and retaining the history of all maintenance activities (old and new values) including the date they were created, modified, and deleted.</p> <p>The solution must be capable of recording and retaining a history of all file attachments, including the dates they were created, modified, and deleted.</p> <p>The solution must be capable of allowing any deleted records to be accessed later, when required</p>
Regulatory and legal	CBT – 7	Required	<p>Any information and/or data held within the solution for the Department will remain the property of the Department, and all intellectual property rights in the data will remain with the Department.</p>
Training	CBT – 8	Required	<p>Training will include:</p> <ul style="list-style-type: none"> <li>• A User Guide must be developed for users of the solution. Examples of users could be DoE staff, test investigators, students, and device suppliers</li> <li>• Tutorials must be available to assist users of the solution</li> <li>• A face-to-face classroom training must be available for users (optional)</li> </ul>
Reasonable adjustments (Disability adjustments)	CBT – 9	Required	<p>The solution must be able to provide reasonable adjustments at an individual student level to ensure inclusion and accessibility requirements of all students are met. Tests will have the capacity to adjust for the needs of students with disability and as a minimum offer the same Reasonable Adjustments as what is offered with NAPLAN.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>• Vision-based adjustments</li> <li>• Rest breaks</li> <li>• Extra time</li> <li>• Reader</li> <li>• Mobility adjustments</li> <li>• Seating adjustments</li> <li>• Separate / small group supervision</li> <li>• Changes in supervision</li> <li>• Writer/scribe</li> <li>• Support person</li> <li>• Platform and test accessibility (for computer tests) e.g., keyboard accessibility, low vision accessibility such as colour contrast, zoom, no images of text</li> </ul> <p>See Disability Standards for Education 2005 (<a href="https://www.education.gov.au/disability-standards-education-2005">https://www.education.gov.au/disability-standards-education-2005</a>)</p>



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A2.2 Test Help Desk Support (Computer Based Testing)			
Ref #	ID#	Priority	Requirement Description
Compliance to service level Agreement	THDS – 1	Required	The supplier will provide the Department with the level of support required as outlined and agreed by both parties in the Service Level Agreement.
Service desk operating hours	THDS – 2	Required	The supplier will provide the Department for its staff and test invigilators access to a Help / Service Desk which is available between the office hours of 7:00am & 7:00pm Monday to Friday (AEST/AEDT).
After hours support	THDS – 3	Required	The supplier will be required to supply after hours support with Australian fixed line or mobile contact for critical and major incidents including public holidays.
Incident tracking	THDS – 4	Required	The supplier will provide the Department with a transaction ID / Ticket Number for all cases logged. The supplier will have the ability to track updates to a request in system to ensure relevant updates can be provided to the Department on request.
Escalation process	THDS – 5	Required	The supplier will provide a clear escalation process inclusive of named contacts that may be contacted in the event that Service Levels are at risk or have been breached.
Support information	THDS – 6	Required	The supplier will provide the Department with suitable training and reference material for the purposes of: <ul style="list-style-type: none"> <li>• Troubleshooting issues with its solution; and</li> <li>• Collecting appropriate diagnostic information when raising incidents to ensure timely and effective resolution.</li> </ul> This is required for the initial deployment of the solution and for any subsequent versions / releases whereby the support requirements may have changed.
Support guide	THDS – 7	Required	The supplier will provide the Department with a consolidated support guide as part of the project covering all aspects of support, including but not limited to: <ul style="list-style-type: none"> <li>• support contacts and processes</li> <li>• escalation process and contacts</li> <li>• engagement process for service requests</li> <li>• a RACI</li> <li>• information required for service requests</li> </ul>



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			<ul style="list-style-type: none"> <li>• current version software application notes</li> <li>• requirements for raising incident/problem tickets</li> <li>• agreed service level information</li> <li>• an organisation chart as it pertains to support and escalations</li> <li>• change and release management information; and</li> </ul> <p>Please provide us with details regarding the support guide you will provide us with as a part of your solution.</p>
Critical updates	THDS – 8	Required	<p>The supplier will be required to notify the Department in a timely manner of any critical updates required to its solution. Any defect or deficiency in your solution that places the integrity, security or operability of the overall solution at risk will be classified as critical and will be notified to the Department. The lead time for notification will be agreed by both parties in the Service Level Agreement.</p> <p>Any updates issued in response to a critical risk should provide notes covering the defect being rectified and the impacted area of code/functionality associated with the defect / fix.</p>
Severity 1 & 2 incident/problem reports	THDS – 9	Required	<p>Where an incident has been attributed to the supplier, the supplier will be required to provide the Department with an Incident Report within the agreed SLA. The Incident Report should cover:</p> <ul style="list-style-type: none"> <li>• Ticket reference number.</li> <li>• Time and date the incident was logged.</li> <li>• Time and date the incident was resolved.</li> <li>• Summary of key activities performed.</li> <li>• Root cause of the incident.</li> <li>• Any workaround/permanent fix made.</li> <li>• Strategy to prevent a re-occurrence of the incident.</li> </ul>
Incident management	THDS – 10	Required	<p>For incidents that have been classified as Severity Level 1 and Severity Level 2, the supplier will be required to provide an appropriately skilled Service Delivery Manager who will liaise with resolving groups and provide a single point of contact to the Department or the Department's delegated contractors.</p>
Support & maintenance location	THDS – 11	Required	<p>The supplier will have suitably skilled technical staff to field Level 2 and Level 3 support for incidents raised within Australian office hours.</p>
Backup / Restoration	THDS – 12	Required	<p>The supplier will perform comprehensive backup and restore services.</p>



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A2.3 Contingency Paper Based Test (Printing, Delivery and Returns)			
Ref #	ID#	Priority	Requirement Description
Paper based test	PBT – 1	Highly desirable	Ability for printing, scanning, marking, operations and logistics for the total number of students sitting the test while remaining highly secure. Have a fully integrated logistics solution with the ability to track and trace all products. Shipped and either distributed from a warehouse or directly to the test centres. Security is paramount in this process.

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### LOT 2

#### B. Test Centre Management

##### B1. Venue Sourcing and Test Centre Management

Ref #	ID#	Priority	Requirement Description
Test centre network (TM1)	VSTMC - 1	Required	<p>The Department currently delivers the OC test to 15,000 and SHS test to 17,000 candidates in 180 locations across the state of New South Wales so that no candidate has to travel more than hour to take the test. Because of the diverse range of locations and students, solutions are required that can adjust for larger numbers of students (over 500 students), medium numbers of students (around 200 students) and smaller numbers of students (1 – 10) from one school, town, or locality.</p> <p>The Department seeks a network of test centres that is capable of delivering the Placement Tests across the full geographic area of New South Wales.</p> <p>The placement tests will be delivered on multiple days (possibly including weekends), ideally the venues need to be available on all planned test days. The venues must also support the placement tests to be conducted as computer-based tests.</p> <p>Note: The distribution of application numbers by geographical location (post code) for the 2022 SHS and OC placement tests is contained in the attachments below. These are to be used as a guide only. For any calculations please state your assumptions.</p>
Student allocations (TM2)	VSTMC – 2	Required	<p>Embed Postcode – attachment  Application Data Modelling_SHS_OC 2</p> <p>The Department currently delivers the OC test to 15,000 and SHS test to 17,000 candidates in 180 locations. The Department seeks a solution to match test applicants with test places.</p>
Test centre set up	VSTMC - 3	Required	<p>Management, coordination and conducting all phases of test centre setup and pack down, communicating test centre set up requirements and ensuring readiness and test administration in accordance with Departmental requirements for conducting selective testing.</p> <p>Check and ensure each venue has suitable equipment e.g., suitable exam style desks, chairs, whiteboards, stationery, clocks and other related equipment to conduct Selective testing</p>



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			Coordinate the set-up of test centre and test furniture prior to each test, and the pack down upon completion of each test.
<b>C. Test Administration</b>			
<b>C1. Invigilation Resourcing and Management</b>			
Ref #	ID#	Priority	Requirement Description
Invigilator resourcing	IRM - 1	Required	<p>The Department required Invigilation as a service. The supplier to provide Invigilation services that includes invigilation resourcing (plus contingency numbers) based on student demand for both SHS and OC tests at a minimum ratio of 1 invigilator per 20 students. Resourcing to include lead invigilator, general supervisor, room supervisors and other specialist roles (e.g., scribes) where required.</p> <ul style="list-style-type: none"> <li>Resources are to be suitability skilled and trained for test administration of either a paper-based or computer-based test and working with children (any personnel are to be excluded from participation in any test if they have a child or close family member or friend applying)</li> <li>Resources to have their backgrounds checks to ensure no potential conflicts of interest that could impact on the integrity of the test</li> <li>Provision of invigilation personnel to manage and conduct computer-based testing in accordance with Departmental requirements including reporting formally on issues of service delivery.</li> </ul> <p>Invigilation personnel to be responsible for the personal supervision of student applicants within the test venue</p> <p>For each test centre</p>
Invigilator compliance to DOE requirements	IRM - 2	Required	<p>The Department requires Invigilator staff meet the following minimum screening requirements to administer the test on behalf of the Department:</p> <ul style="list-style-type: none"> <li>A paid Working with Children Check (WWCC), note: a volunteer Working with Children Check is not accepted</li> <li>A NSW police check</li> <li>One government-issued photo identity document is required with full name, date of birth and current residential address (e.g. Driver's license) and, if relevant, one change of name document.</li> <li>Proof of identity clearance check</li> <li>Completed Personal details form</li> <li>Declaration of confidentiality form</li> </ul>
Invigilator onboarding	IRM - 3	Required	<p>Work with the Departments Selective Education Unit to define the requirements of Test Centre Management training and services for both the SHS and OC placement tests.</p>

## Part B - Specifications

			Responsible for the delivery of training to ensure invigilators are fully aware of their responsibilities regarding test administration, the security of test materials, and administering tests on the technology provider's platform Record and provide evidence that all invigilators have successfully completed training e.g. date, time and training delivered
Invigilator allocation and resourcing to test centres (TR1)	IRM - 4	Required	Allocate at a minimum, one lead invigilator per test centre and 1 supervisor to 20 students plus extras as required for special circumstances. These resources are required to have a valid working with children check in place and 100 points of ID. Provide the Department with invigilator details and allocations to test centre locations.
<b>C2. Test Administration</b>			
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>
Test Administration responsibilities	TA - 1	Required	Conduct test administration according to Department requirements and standards Packing and return of test items according to Department requirements and standards (paper based)
<b>D. Device Management</b>			
<b>D1. Device and IT Management (For Computer Based Testing)</b>			
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>
Supply and delivery of test devices	DITM - 1	Required	Provision (rental) of suitable windows-based computer devices (laptops) and related accessories (e.g., power adaptors) with latest windows software for computer-based testing. Devices to be configured to the requirements of the Department. The devices to be preconfigured prior to delivery with a webcam to support both automatic identification of students sitting the placement tests and store their photo for investigation of malpractice (collusion or cheating). Require enough devices and accessories to test participants and additional devices and accessories as back up contingency. Provide and support any requests for disability adjustments or special requirements for students with a disability in relation to computer equipment and accessories
Set up and installation of test devices and equipment	DITM - 2	Required	Transportation of and set-up of computer devices to and from each test centre venue. Testing of computer devices and software prior to conducting the test. Test day technical and functional support. Pack up and return of computer devices after the test.



## Part B - Specifications

			<p>Test day management of computer-based testing in accordance with Departmental requirements including the supplier will be required to maintain a toll-free help line and email, sufficiently staffed to handle demand and knowledgeable in technical and software administration procedures. The help line will be open from 8 am to 5pm (Sydney, Australia local time) for a period as agreed prior to the testing; and during test day technical and functional support.</p>
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### LOT 1 and 2

#### M. Core Supporting Services

M1. Project Management and Coordination			
Ref #	ID#	Priority	Requirement Description
Project management Resourcing	PMC - 1	Required	The supplier will be required to provide a dedicated Project Manager (onshore in Sydney, Australia) until final sign-off from the Department in line with the final milestone payment, unless otherwise agreed with the Department.
Project plan	PMC - 2	Required	<p>The supplier will provide the Department with a detailed project plan which aligns with the milestones for delivery set out in the supplier's tender.</p> <p>The supplier will provide revised versions of the project plan if there are any significant time or scope changes which materially impact the initial plan tendered to the Department.</p>
Reporting	PMC - 3	Required	<p>The supplier will be required to provide the Department with a weekly report on the progress of delivery.</p> <p>This report should cover:</p> <ul style="list-style-type: none"> <li>• activities completed in the previous week;</li> <li>• activities to be completed in the next week;</li> <li>• summary of the vendor's performance against key milestones;</li> <li>• where a milestone or scope has not been delivered to agreed delivery timeframes or scope, remediation plans should be included; and</li> <li>• tracking of issues/risks associated with project.</li> </ul>
Attendance project delivery meetings	PMC - 4	Required	The supplier will be required to attend status meetings (frequency to be with the Department and any other involved party throughout the lifecycle of the project.

## Part B - Specifications

Project delivery contacts	PMC - 5	Required	Prior to execution of the contract the supplier must provide a list of contacts that will be involved in the management of the project. This includes contacts which will serve as escalations within the supplier's organisation.
Management meetings	PMC - 6	Required	Managers within the supplier's organisation that will be responsible for the overall delivery should be available to attend meetings with the Department management team, or as otherwise required to resolve any issues surrounding the delivery of the scope of work. The supplier will be required to provide the Department with an update on any outstanding issues including plans on how and when those outstanding issues will be resolved.
<b>M2. Vendor Support</b>			
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>
Vendor support	VS - 1	Required	<p>The successful suppliers will be required to provide full technical support for their hardware and software, including direct access to senior technical support staff and software developers during the development process, and through the warranty period</p> <p>Provide technical assistance to help the Department in resolving issues with integration of the supplier-supplied system into the Department infrastructure</p> <p>The successful suppliers must provide comprehensive "train the trainer" product training at both a user level and a maintenance engineer level. Suppliers should allow for running up to two courses of small groups for each level</p> <p>Provide full technical support for their hardware and software during normal AEST business hours</p> <p>The units and costings supplied by suppliers must include guaranteed support for ongoing maintenance for a period of 5 years from the date of contract</p>
<b>M3. Security and Fraud</b>			
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>
General security of sensitive material	SF - 1	Required	<p>The high-profile nature of the placement process into selective high schools and opportunity classes requires that:</p> <ul style="list-style-type: none"> <li>All data and test material related to, generated or used by this project is to be kept secure at all times before and after the test date</li> <li>Facilities, procedures, equipment and practices will be established and maintained to ensure that all printed materials and data are physically and electronically secure at all times.</li> </ul>





## Part B - Specifications

			<ul style="list-style-type: none"> <li>All spoilage, overs, damaged film, disks, tapes or plates will be kept securely in the Supplier's premises. Upon completion all such material will be destroyed under secure conditions or returned to the Department as instructed.</li> <li>Back-ups of data relating to the project are to be carried out daily and encrypted.</li> </ul>
Media contact	SF – 2	Required	The undertaking of these tests is highly sensitive, and as part of the probity and security required, no contact with any media organisation can be allowed before, during, or after the test has been completed.
Confidentiality and probity	SF – 3	Required	The supplier and supplier's employee(s) will ensure total probity on all work. All supplier's and/or sub-contracted supplier's staff are to sign confidentiality agreements, declare annually there is no conflicts of interest with any commercial, family or personal connections (including that of children sitting the placement tests) and ensure that privacy legislation is adhered to and regulations are followed.
Security breach	SF – 4	Required	If the supplier's security is breached and information is leaked into the public domain resulting in the test being cancelled and rescheduled, then the supplier will be responsible for all costs. A contingency plan is required for leaked test content.
Fraud detection	SF – 5	Required	The supplier will have methods to automatically detect fraud. e.g. statistical anomalies, computer test questions are answered correctly and too quickly.
Student identification	SF – 6	Required	Support both manual or automatic identification and authentication of students sitting the placement tests and/or cases of malpractice (collusion or cheating).
Security standard compliance	SF – 7	Required	The supplier will be compliant at a minimum with industry security standard ISO-27001 or similar and the Department's information security requirements.
Personal identifiable information	SF – 8	Required	When the Department's Personal Identifiable Information is shared with the supplier, the supplier must comply with the relevant Australian Privacy Principles APP 6 and 11 and confirm they will take the "Reasonable steps" defined to protect Department data from theft, loss, unauthorised disclosure etc. Refer to the links below for reference to the "NSW Privacy Act" and Office of the Australian Information Commissioner for security controls guidelines - "Reasonable Steps to Protect Personal Information". <a href="http://www8.austlii.edu.au/cgi-bin/viewdb/au/legis/nsw/consol_act/papipa1998464/">http://www8.austlii.edu.au/cgi-bin/viewdb/au/legis/nsw/consol_act/papipa1998464/</a> <a href="https://www.oaic.gov.au/Images/documents/privacy/privacy-guides/information-security-guide-2013_WEB.pdf">https://www.oaic.gov.au/Images/documents/privacy/privacy-guides/information-security-guide-2013_WEB.pdf</a>



## Part B - Specifications

Child protection	SF - 9	Required	The supplier will comply with child protection legislation and policy. e.g. supplier staff who work with children (or their data) are subject to screening processes to protect children.
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Other Non-Functional			
UE. User Experience			
Ref #	ID#	Priority	Requirement Description
Look & Feel – Schools and Corporate	UE - 1	Highly desirable	Test candidates must be able to perform the test on a locked down desktop environment preventing interaction with other desktop applications that may assist with performance in the test.
Student Identity Verification	UE - 2	Highly desirable	Solution to be able to support both manual or automatic identification of students sitting the placement tests and store their photo for investigation of malpractice (collusion or cheating).
Accessibility	UE - 3	Required	A responsive design that provides a consistent look and feel for schools and corporate services that improves customer satisfaction, utilising the global Experience Framework and complies with the Department's style guide taking into consideration the user-centred design basics.
Personalisation Maturity Level 1	UE - 4	Highly desirable	The solution shall comply with WCAG 2.0: Web Content Accessibility Guidelines ( <a href="http://www.w3.org/TR/WCAG20/">http://www.w3.org/TR/WCAG20/</a> ) Non-Web Information and Communications Technologies (WCAG2ICT - <a href="https://www.w3.org/TR/wcag2ict/">https://www.w3.org/TR/wcag2ict/</a> ) to a minimum of Conformance Level "A" (preferably "AA"). This includes (but is not limited to): <ul style="list-style-type: none"> <li>Keyboard operability.</li> <li>Screen reader access.</li> </ul>



## Part B - Specifications

			<ul style="list-style-type: none"> <li>The use of generic/inclusive language</li> </ul>	
<b>Personalisation Maturity Level 2</b>	UE - 5	Highly desirable	Ability to display content that is relevant to a user, based on a sophisticated, rules-based engine underpinning viewable content.	Lot 1
<b>Working Offline</b>	UE - 6	Required	Ability to display content that is relevant to a user, determined through intelligent AI analytics of both individual and collective user group system interactions with the system, taking into consideration the user's context and environment.	Lot 1
<b>Mobility</b>	UE - 7	Required	The solution shall have ability to provide HTML5 based responsive design that is able to be accessed through a variety of mobile devices (Android and iOS) and be mobile browser compatible (Chrome, Safari, Edge, Firefox etc.), whilst not being constrained to a desktop nor a native app.	Lot 1
<b>Reporting</b>	UE - 8	Required	The solution shall provide pre-defined reporting functionality (i.e. 'out of the box' reports delivered with the solution). Reporting and report requirements to be defined with the supplier.	Lot 1
<b>Reporting</b>	UE - 9	Required	The solution shall provide custom reporting functionality (i.e. reports based on customised data).	Lot 1
<b>Reporting</b>	UE - 10	Highly desirable	The solution shall provide Users with the ability to schedule (and de-schedule) the execution of Reports at a specified time on one or many occasions. Reports requirements to define with the supplier.	Lot 1
<b>Reporting</b>	UE - 11	Highly desirable	The solution shall provide the capability to generate, publish, convert and distribute reports in various formats such as but not limited to Screen, Printer, XML, HTML, RTF, PDF, word, excel.	Lot 1
<b>DA. Data</b>				
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>	<b>Lot</b>

## Part B - Specifications

<b>Data Architecture Management</b>	<b>DA - 1</b>	<b>Required</b>	Data should be managed in accordance with the Centre for Education Statistics and Evaluation (A Department produced document that provides a framework for information management in the education sector.)Information management: A Whole of Government common approach (A document produced by NSW DFSI to illustrate best practice management of information for NSW public sector).	Lot 1
<b>Data Storage Location</b>	<b>DA - 2</b>	<b>Required</b>	Data storage should align with the NSW Government Cloud Policy provides a framework that enables a government agency to adopt cloud-based services.	Lot 1
<b>Data and file types</b>	<b>DA - 3</b>	<b>Required</b>	Ability to handle a range of data and file types, including but not limited to PDF, Doc, PSX, XSLX and XSL files as well as supporting dynamic online / smart forms.	Lot 1
<b>Data Lifecycle Management</b>	<b>DA - 4</b>	<b>Required</b>	Ability to manage the end-to-end lifecycle of data, including collection and storage, encryption, archiving in accordance with long-term retention policies, migrating data from a legacy system to the new solution, removal of data when required. Data ownership always remains with the Department.	Lot 1
<b>Data Quality</b>	<b>DA - 5</b>	<b>Required</b>	Ability to adopt an outcomes-driven approach to data and information management in accordance with DEC's Information management Strategy and NSW's ICT Strategy, enabling insight driven analytics.	Lot 1
<b>Exchange interfaces</b>	<b>DA - 6</b>	<b>Required</b>	Protocols, authentication and encryption Ability to seamlessly exchange data utilising API's and REST or SOAP services, Managed Secure file Transfer and other modern industry standards.	Lot 1
<b>Protocols, authentication and encryption</b>	<b>DA - 7</b>	<b>Required</b>	Information must be transferred over HTTPS utilising the appropriate certificates and OAuth2.OWS Security authentication with TLS 1.2 or greater.	Lot 1

## Part B - Specifications

<b>System interfaces</b>	<b>DA - 8</b>	<b>Required</b>	Ability to integrate with relevant Department systems (e.g. SHSOC placement system) interfaces utilising API's and REST or SOAP services, Managed secured file Transfer and other modern industry standards.	Lot 1
<b>Data Security</b>	<b>DA - 11</b>	<b>Required</b>	If the solution proposed is a hosted solution, all electronic records, including administrative and user entered data must be hosted in Australia. Sensitive Data must be protected in transmission and persistent or stored sensitive data must be encrypted.	Lot 1 & 2
<b>Data Integrity</b>	<b>DA - 12</b>	<b>Required</b>	<p>The solution shall have the ability to maintain data integrity through the followings at a minimum:</p> <ul style="list-style-type: none"> <li>• Point in time backup</li> <li>• Data logging</li> <li>• Data audit tracking</li> <li>• Data restoration</li> <li>• Data encryption</li> <li>• Data validation rules</li> <li>• Management of system downtime and availability to minimise data loss</li> </ul>	Lot 1
<b>Data Management</b>	<b>DA – 13</b>	<b>Required</b>	<p>The solution shall provide sustainable mechanism for reference data management:</p> <ul style="list-style-type: none"> <li>• Reference data must not be hard coded</li> <li>• Online facilities for application administrations to maintain reference data</li> <li>• The solution should include field level error checking utilising the reference data to ensure data entered is within acceptable values/ranges.</li> <li>• If required, the solution should have the facilities to obtain and update reference data from external sources.</li> </ul>	Lot 1
<b>Data Security</b>	<b>DA - 14</b>	<b>Required</b>	The solution provider shall make sure that data copied across from production environments to non-production environments must be masked/de-identified to prevent leaking of sensitive and personal information.	Lot 1

## Part B - Specifications

<b>Data Integration</b>	<b>DA - 15</b>	<b>Required</b>	The solution shall have the ability to index data, that is google search compliant order to enable intelligent search functionality which provides a consolidate vendor and product list	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 16</b>	<b>Required</b>	The solution shall provide the capability to use a back up copy to restore only the needed data to the existing environment in case small amounts of data is lost due to accidental deletion or file corruption.	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 17</b>	<b>Required</b>	The solution shall provide the capability to use a back up copy to restore an alternate environment in the event of a disaster that results in damage to or unavailability of data across an entire system.	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 18</b>	<b>Required</b>	The solution shall provide the capability to perform weekly full cold backup of all relative data (file system).	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 19</b>	<b>Required</b>	The solution shall provide the capability to perform full complete daily 'hot' backups.	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 20</b>	<b>Required</b>	The solution shall provide the capability to perform backup processes during the scheduled maintenance windows.	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 21</b>	<b>Required</b>	The solution shall provide the capability to perform backup processes with built-in error checking / recovery capabilities.	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 22</b>	<b>Required</b>	The solution Provider shall establish procedures and standards to implement an agreed backup policy and strategy that includes the extent (e.g., full or differential/incremental), frequency, offsite storage, testing, physical and environmental protection, restoration, and encryption.	Lot 1
<b>Backup &amp; Restore</b>	<b>DA - 23</b>	<b>Required</b>	The solution Provider shall establish procedures and standards to implement retention policies, standards, legal and business rules, mutually agreed upon and approved by the State and the SaaS Provider.	Lot 1



## Part B - Specifications

<b>Backup &amp; Restore</b>	<b>DA - 24</b>	<b>Required</b>	The solution shall have the ability to store transactional and historical data for a minimum of 7 years.	Lot 1	
<b>Backup &amp; Restore</b>	<b>DA - 25</b>	<b>Required</b>	The solution must provide backup/restore capability for all live environments.	Lot 1	
<b>Backup &amp; Restore</b>	<b>DA - 26</b>	<b>Required</b>	The solution shall have the ability to archive and retrieve information on demand.	Lot 1	
<b>PER. Performance</b>					
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>	<b>Lot</b>	
<b>Technology standards</b>	<b>PER - 1</b>	<b>Required</b>	Ability to comply with the Department's Enterprise Architecture Standards and NSW's Digital Strategy, including but not limited to: "Digital by Default", "Accessible", "Real-time and Spatial", "Automated", "Value for money" and "Secure". Where applicable all digital designs must comply with the Department Digital Design objectives and Principles.	Lot 1	
<b>System Capacity</b>	<b>PER - 2</b>	<b>Required</b>	Ability to service 17,000 active users (Concurrent Sessions) with room for growth.	Lot 1	
<b>System Scalability</b>	<b>PER - 3</b>	<b>Required</b>	Ability to automatically scale up or down and tracking the matrix that required scaling up.	Lot 1	
<b>System Availability</b>	<b>PER - 4</b>	<b>Required</b>	System uptime should correspond to Business Supporting availability of 100% during the test and during non-test times for practice tests, highly available with no single point of failure and can withstand outage of any single data centre.	Lot 1	
<b>Response Time and Service Levels</b>	<b>PER - 5</b>	<b>Required</b>	99th percentile response time is less than 1 seconds for test systems.	Lot 1	



## Part B - Specifications

Support and Service Desk	PER – 6	Required	<p>Solution will be backed up with a minimum of 2 levels of support.</p> <ul style="list-style-type: none"> <li>On-site desktop support and immediate hardware replacement for individual failures</li> <li>Off-site diagnosis of network issues</li> </ul>	Lot 1 & Lot 2D
Support and Service Desk Training	PER – 7	Highly desirable	Ability to provide appropriate training including: online, test centre and the Department with each upgrade or new functionality addition.	Lot 1
Software update/ Maintenance	PER – 8	Required	Ability to maintain N-1 software version levels and upgrades (including browser compatibility upgrades) and patch implementation without performance degradation or significant system downtime.	Lot 1
Unplanned outages and notification	PER – 9	Required	Ability to provide notifications, rectifications, through Standard SLAs for all unplanned outages, interruptions, faults across P1, P2 and P3. (Where P is the priority of Incident as defined in required SLAs (service level agreements) e.g. P1 Desirable SLA of (Response time of 15 min and Resolution time of 5 business hours) and SLA for P3 could be (Response time 4 hours and resolution time of 2 business days) etc.	Lot 1
Planned outage and notification	PER – 10	Required	Ability to notify in-advance of any planned outage in compliance with the Department planned outage standards.	Lot 1
Session Times	PER – 11	Required	Ability to set session inactive timeout e.g., 40 minutes, 30 minutes. For example, a student performing a placement test will not be affected by a timeout due to session inactivity. Practice Tests are not subject to the same requirement.	Lot 1
Monitoring	PER – 12	Required	The solution shall provide the Department monitoring <b>clarity</b> functionality to allow DOE to monitor business activities, e.g. the provision of a dashboard displaying real-time information on the number of active user, process/transaction volume and amounts.	Lot 1



## Part B - Specifications

<b>Monitoring</b>	PER – 13	Required	The solution provider(s) shall provide detailed performance and usage reports periodically and/or on-demand (preferably online via a portal or web console facility).	Lot 1
<b>Capacity</b>	PER – 14	Required	The solution shall achieve acceptable user response times for operational functions during peak usage periods.	Lot 1
<b>Capacity</b>	PER – 15	Desirable	The solution shall have the ability to cover external test centre venues with terrestrial fibre or satellite connectivity.	Lot 2B
<b>Capacity</b>	PER – 16	Required	The solution shall provide the capability to accommodate a 35% anticipated growth of applicants in the system (over the 5 year term) without major system modifications and any degradation in performance.	Lot 1
<b>Availability</b>	PER – 17	Required	The solution shall ensure that only authorized users can access the information.	Lot 1
<b>Availability</b>	PER – 18	Required	The solution shall provide the capability of data retrieval and management in an accurate, reliable, and timely manner.	Lot 1
<b>Availability</b>	PER – 19	Required	The solution shall be available to be used 24x7/365 except scheduled maintenance time, mutually agreed upon and approved by the Department and the Supplier, with no external hardware/software (Virtual or Cluster) fault tolerance. This must be achieved with no additional cost.	Lot 1
<b>Availability</b>	PER – 20	Required	The solution shall be available to external test centre venues and the Department's own internal network.	Lot 1
<b>Availability</b>	PER – 21	Required	The solution shall be restored to operational level within timeframes agreed between the Department and supplier.	Lot 1
<b>Availability</b>	PER – 22	Required	The non-production solution shall be restored to operational level within 48 hours from the time a disaster occurs.	Lot 1



## Part B - Specifications

<b>Availability</b>	PER – 23	Required		The solution provider shall provide technical and application upgrade path cycle with no interruption to end-user availability with the exception to maintenance down time.	Lot 1	
<b>SEC.A. Security, Access and Audit</b>						
Ref #	ID#	Priority	Requirement Description			Lot
<b>Define Access, Roles and Delegations</b>	SEC.AA - 1	Desirable	Ability to grant, revoke and control user action privileges in alignment with NSW government and the Department Identity and Access Management Standards.			Lot 1
<b>Product access control</b>	SEC.AA - 2	Required	Ability to manage and control access to the system and various functionalities as required. E.g., Test Results.			Lot 1
<b>Enable Users and Administrators Access</b>	SEC.AA - 3	Desirable	Provide access to users and administrators with the following system configuration			Lot 1
<b>Audit</b>	SEC.AA - 4	Required	The solution will have appropriate audit capability, monitoring and capturing user and system activities in accordance with relevant policies and business rules along with the ability to generate reports in real time.			Lot 1
<b>Data Security &amp; Privacy</b>	SEC.AA - 5	Required	The solution will ensure data integrity, security and privacy of information in accordance with important policies dictated by the NSW Government Digital Information Security policy, NSW Government Privacy and Personal Information Protection Act 1998 (PIP Act), Health Records and Information Privacy Act 2002 (HRIP Act), NSW Government Information Classification, Labelling and Handling Guidelines and NSW Record Management policy			Lot 1 & 2
<b>Data Security &amp; Privacy</b>	SEC.AA - 6	Required	The Supplier must implement, maintain and enforce a formal program of technical and organisational security measures relating to ICT security and cyber security			Lot 1

## Part B - Specifications

<b>Security</b>	<b>SECAA - 7</b>	<b>Required</b>	The solution shall have the ability to control and provide secure access to external devices, including (but not limited to): <ul style="list-style-type: none"> <li>• Desktops/laptops</li> <li>• Tablet computers</li> <li>• Smart phones</li> </ul>	Lot 1
<b>Security</b>	<b>SECAA - 8</b>	<b>Required</b>	The solution shall have access control to authenticate users unless there is view only or publicly available data.	Lot 1
<b>Security</b>	<b>SECAA - 9</b>	<b>Required</b>	The solution shall be able to control user access based on defined roles.	Lot 1
<b>Security</b>	<b>SECAA - 10</b>	<b>Required</b>	The solution shall be able to protect data from unauthorised access and restrict records based on specified User privileges (e.g. update access to system records and look up tables should be limited to authorised DOE administrators).	Lot 1
<b>Security</b>	<b>SECAA - 11</b>	<b>Required</b>	The solution shall support end-to-end secure client-to-server (between the solution and DoE users) and server-to-server (between the solution and DoE systems) communications. All data sent and received (including authentication data) should be treated as "In Confidence".	Lot 1
<b>Security</b>	<b>SECAA - 12</b>	<b>Required</b>	The solution shall provide security measures through its web interface and provide the capability to protect against database injection vulnerabilities.	Lot 1
<b>Security</b>	<b>SECAA - 13</b>	<b>Required</b>	The solution shall ensure the User activity footprint is secure once a User session is completed on client machines.	Lot 1
<b>Security</b>	<b>SECAA - 14</b>	<b>Highly desirable</b>	The solution shall include a system-defined session timeout (default 30 mins).	Lot 1
<b>Security</b>	<b>SECAA - 15</b>	<b>Highly desirable</b>	The solution shall provide the capability to automatically disable idle accounts.	Lot 1
<b>Security</b>	<b>SECAA - 16</b>	<b>Required</b>	The solution shall have the ability to audit and log data and transactions in a standard, documented format for all interface and business entity level create, update, read and delete operations. <ul style="list-style-type: none"> <li>• Controls around auditing data and transactions.</li> </ul>	Lot 1



## Part B - Specifications

			<ul style="list-style-type: none"> <li>• Provision of a suitable interface for authorised users to interrogate and report on audit/logging data.</li> <li>• Ability to retain and make available audit logs for a period in line with legislation to assist in future investigations.</li> <li>• Ability to support centralised/remote logging of application logs.</li> <li>• Ability to increase the level of logging/auditing for an individual User and at a general level (i.e. for observation/investigation purposes).</li> </ul>	
<b>Security</b>	<b>SECAA – 17</b>	<b>Required</b>	<p>The solution shall comply with NSW security policies including (but not limited to):</p> <ul style="list-style-type: none"> <li>• NSW Guide to Labelling Sensitive Information <a href="https://data.nsw.gov.au/nsw-government-information-classification-labelling-and-handling-guidelines">https://data.nsw.gov.au/nsw-government-information-classification-labelling-and-handling-guidelines</a></li> <li>• State Records Act 1998 (NSW) <a href="http://www.records.nsw.gov.au/about-us/state-records-act-1998">http://www.records.nsw.gov.au/about-us/state-records-act-1998</a></li> <li>• Privacy and Personal Information Protection Act 1998 (NSW) <a href="http://www.austlii.edu.au/au/legis/nsw/consol_act/paippa1998464/">http://www.austlii.edu.au/au/legis/nsw/consol_act/paippa1998464/</a></li> </ul>	Lot 1
<b>Security</b>	<b>SECAA – 18</b>	<b>Required</b>	<p>The solution provider(s) shall agree that DOE owns the Data, including all intellectual property rights to it, whether or not it is created, processed, modified or stored in the solution and associated services, and that Suppliers will be granted a limited licence to use the Data only to perform its obligations according to the contract.</p> <p>At the end of the contract, Data should be returned to the Department, and any remaining copies of the Data after a copy of the Data has been provided to DOE must be destroyed. The solution provider(s) must provide details of how the copy of Data is expected to be provided to DOE without the use of proprietary software and additional licence/service fees; and how the solution provider(s) can guarantee the destruction of any remaining copies.</p>	Lot 1
<b>Security</b>	<b>SECAA – 19</b>	<b>Highly desirable</b>	<p>The solution provider(s) shall agree that data storage and processing is kept wholly within Australia, complying with Australian laws. The solution provider(s) must provide details of their proposed data storage location(s) and their security administration management model for this Data. Where Data is stored in a hosted solution or is accessible from outside NSW, the solution provider(s) must respond to all items noted in the</p>	Lot 1

## Part B - Specifications

			reference document "Outsourcing DEC Data Security Form v1.0.xls". The completed form must then be submitted as part of the response.	
<b>Security</b>	SECAA – 20	<b>Required</b>	The solution provider(s) must also provide the most recent external audit report for the Data Centre(s) which will house the Data, and a current certified or audited disaster recovery and business continuity plans. Data storage should align with the NSW Government Cloud Policy which is a framework that enables a government agency to adopt cloud-based services	Lot 1
<b>Security</b>	SECAA – 21	<b>Required</b>	The solution shall have the ability to manage and control access to the system and various functionalities as required. E.g. CI Config.	Lot 1
<b>Security</b>	SECAA – 22	<b>Required</b>	The solution shall have the ability to monitor and report the current environmental activities against the agreed SLAs	Lot 1
<b>Security</b>	SECAA – 23	<b>Highly desirable</b>	The solution shall provide access to users and administrators with the following system configuration <ul style="list-style-type: none"> <li>• User Roles Management and Delegation e.g. Change management, with seamless integration and sessions</li> <li>• Roles: User Groups via SAML 2.0</li> <li>• User provisioning: Pre-provisioned (manual) (administrators only), Just In Time provisioning during login or Subscribe to IDM events</li> </ul>	Lot 1
<b>Security</b>	SECAA – 24	<b>Required</b>	The solution will have appropriate audit capability, monitoring and capturing user and system activities in accordance with relevant policies and business rules along with the ability to generate reports in real time.	Lot 1
<b>Security</b>	SECAA – 25	<b>Required</b>	The solution will ensure data integrity and security in accordance with important policies dictated by the NSW Government Digital Information Security policy and NSW Government Information Classification, Labelling and Handling Guidelines.	Lot 1

## Part B - Specifications

<b>Security</b>	SECAA – 26	<b>Highly desirable</b>	The solution shall have the ability to provision 'trusted' access through to enable current users the. The solution shall have the ability to access other DoE resources and data.	Lot 1
<b>Audit</b>	SECAA – 27	<b>Required</b>	The solution shall provide audit on transactions including but not limited to when the changes were made, by whom the changes were made, and details of the field values before the change and the field value after the change.	Lot 1
<b>Audit</b>	SECAA – 28	<b>Required</b>	The solution shall have the capability to log events/actions (additions, changes, deletions to data).	Lot 1
<b>Audit</b>	SECAA – 29	<b>Required</b>	The solution shall have the capability to log events/actions related to identification and authentication process.	Lot 1
<b>Audit</b>	SECAA – 30	<b>Required</b>	The solution shall have the capability to log actions performed by system and technical support personnel.	Lot 1
<b>Audit</b>	SECAA – 31	<b>Required</b>	The solution shall have the capability to log emergency actions which are performed by system support and security personnel.	Lot 1
<b>Audit</b>	SECAA – 32	<b>Required</b>	The solution shall provide the capability to log key attributes of audited events in the audit trails. to include but not limited to the date and time of the event, user id of a person performing the action, event type, asset or resource name and type of access, Success or Failure of event.	Lot 1
<b>Audit</b>	SECAA – 33	<b>Required</b>	The solution shall have the capability to log audit trails of a specific event such as a Source (terminal, port, location, IP address) where it is technically feasible.	Lot 1
<b>Audit</b>	SECAA – 34	<b>Required</b>	The solution shall log two (2) or more failed attempts per system day to access / modify security files, password tables or security devices	Lot 1
<b>Audit</b>	SECAA – 35	<b>Required</b>	The solution shall provide the capability to capture, retain and analyse authorized and unauthorised user audit trails	Lot 1
<b>Audit</b>	SECAA – 36	<b>Required</b>	The solution shall have the capability to log two (2) or more failed attempts to access / modify confidential information and report within 24 hours.	Lot 1

## Part B - Specifications

<b>Audit</b>	SECAA – 37	<b>Required</b>	The solution Provider shall perform all system and infrastructure audit trails reviews on a weekly/monthly/as needed basis to alert any inappropriate practices within 24 hours.	Lot 1
<b>Audit</b>	SECAA – 38	<b>Required</b>	The solution Provider shall develop Preventive and detection controls to prevent or limit the risk of unintentional errors or unauthorized users accessing the system and modifying data.	Lot 1
<b>Audit</b>	SECAA – 39	<b>Highly desirable</b>	The solution Provider shall provide automated tools to review the solution and Infrastructure audit trails of user actions.	Lot 1
<b>Audit</b>	SECAA – 40	<b>Required</b>	The solution shall provide configurable auditing capability with user defined security controls.	Lot 1
<b>Audit</b>	SECAA – 41	<b>Required</b>	The solution shall provide the capability to audit configuration transactions.	Lot 1
<b>Audit</b>	SECAA – 42	<b>Required</b>	The solution shall provide auditing of all workflow transactions and electronic signatures /Approvals.	Lot 1
<b>Audit</b>	SECAA – 43	<b>Required</b>	The solution shall provide the capability to audit internet and intranet transactions. Data logged includes, but is not limited to IP Address, Date and Time and historical transaction records	Lot 1
<b>Accessibility</b>	SECAA – 46	<b>Highly desirable</b>	The solution shall be browser based only with no installation on client workstations.	Lot 1
<b>Accessibility</b>	SECAA – 47	<b>Highly desirable</b>	The solution shall be configurable to comply with the current DoE Corporate Communications style guide that supports a flexible and contemporary visual identity system. Styling elements include layout, logos, fonts, images, colours and other branding requirements.	Lot 1
<b>Accessibility</b>	SECAA – 48	<b>Highly desirable</b>	The solution shall be accessible from within and outside of DoE network (e.g. from home or on the road) via the DoE Portal.	Lot 1
<b>Accessibility</b>	SECAA – 49	<b>Required</b>	The solution shall comply with WCAG 2.0 Web Content Accessibility Guidelines ( <a href="http://www.w3.org/TR/WCAG20/">http://www.w3.org/TR/WCAG20/</a> ) to a minimum of Conformance Level "A" (preferably "AA"). This includes (but is not limited to):	Lot 1

## Part B - Specifications

Ref #	ID#	Priority	Requirement Description	Lot
<b>INF. Infrastructure</b>				
<b>Accessibility</b>	SECAA – 50	<b>Highly desirable</b>	<ul style="list-style-type: none"> <li>Keyboard operability.</li> <li>Screen reader access.</li> <li>The use of generic/inclusive language.</li> </ul> <p>The solution shall adopt advanced rich internet client interface technologies.</p>	Lot 1
<b>Hardware Maintainability</b>	INF – 1	<b>Required</b>	The Supplier must implement, maintain and enforce a formal program of technical and organisational security measures relating to ICT security and cyber security.	Lot 2, B & D
<b>Back-up and Recovery</b>	INF – 2	<b>Required</b>	The solution to be able to perform comprehensive backup and restore of servers.	Lot 1
<b>Disaster Recovery</b>	INF – 3	<b>Required</b>	Disaster recovery must be needed only when 'all' the Data centres are down: - RTO (Recovery Time Objective – Time to restore the system after a disaster) < 4 hrs with no data loss.	Lot 1
<b>Cloud Interoperability</b>	INF – 4	<b>Desirable</b>	Able to work seamlessly in the Cloud, in accordance with the NSW Government Cloud Policy. If not provided as SaaS then the solution should be designed so that it can be run fully-contained within any of these public cloud providers: AWS, Google Cloud Platform, and Microsoft Azure.	Lot 1
<b>Infrastructure</b>	INF – 5	<b>Required</b>	The solution shall be able to be offered as a web-based software-as-a-service (SaaS) system that uses a browser-based thin client.	Lot 1
<b>Infrastructure</b>	INF – 6	<b>Required</b>	The solution shall be available as a service-based solution.	Lot 1
<b>Integration</b>	INF – 7	<b>Desirable</b>	The solution shall support service-oriented architecture (SOA) or micro services to integrate with modules from other vendors and other software solutions used by the DoE.	Lot 1
<b>Workflow</b>	INF – 8	<b>Desirable</b>	The solution shall provide the ability to manage background task and batch queue execution priorities and sequencing.	Lot 1





## Part B - Specifications

Integration	INF – 10	Desirable	The solution shall provide the capability to be interoperable with existing systems where interfacing shall be required with existing systems.	Lot 1
Integration	INF – 11	Desirable	The solution shall provide the capability to use effective dates for transactions, including support for future dated entry and automatic processing of retroactive transactions.	Lot 1
Integration	INF – 12	Desirable	The solution shall provide the capability to integrate toolset(s) accommodating report design, development, generation, and distribution.	Lot 1
Integration	INF – 13	Desirable	The solution shall provide the capability to integrate toolset(s) for Compliance management.	Lot 1
Integration	INF – 14	Desirable	The solution shall provide integration toolset(s) for End-user design.	Lot 1
Integration	INF – 15	Desirable	The solution shall provide the capability to Re-start, recycle rejected or errored ad hoc/batch transactions.	Lot 1
Integration	INF – 16	Desirable	The solution shall provide the capability to attach files of various formats (including but not limited to xml, pdf, excel, word) to each transaction.	Lot 1
Integration	INF – 17	Desirable	The solution shall provide the capability to attach files at row level of various formats (including but not limited to xml, pdf, excel, word) as database content, reference to file server or files in a document Management system	Lot 1
Integration	INF – 18	Desirable	The solution shall provide scheduling capability for uploads and downloads of data between integrated Office productivity tools such as but not limited to Microsoft Office, Google Office.	Lot 1
Integration	INF – 19	Desirable	The solution shall provide the capability to develop interfaces for internal and external systems using technology such as but not limited to Web Services (SOA), XML, SOAP, REST.	Lot 1
<b>COMP. Compatibility</b>				
Ref #	ID#	Priority	Requirement Description	Lot

## Part B - Specifications

Platform	COMP-01	Required	The solution shall be compatible with the Windows 10 operating system and should also have forward compatibility with future releases of the Windows operating system.	Lot 1
Platform	COMP-02	Required	The solution shall be compatible with the Chrome OS operating system and should also have forward compatibility with future releases of the Chrome OS operating system.	Lot 1
Platform	COMP-03	Required	The solution shall be compatible with the Mac OS X operating system and should also have forward compatibility with future releases of the MAC OS X operating system.	Lot 1
Platform	COMP-04	Required	The solution shall be compatible with Chrome, Edge, Firefox and Safari, including all future releases thereof. Standard HTML5 without any browser add-ons is preferred.	Lot 1
Platform	COMP-05	Desirable	The solution shall be compatible with iOS, including all the future release thereof.	Lot 1
Platform	COMP-06	Desirable	The solution shall be compatible with DoE's server platforms. The Departments preferred server platforms for the solution are, in order Linux and Windows:	Lot 1
Platform	COMP-07	Desirable	The solution shall be compatible with DoE's database management platforms.	Lot 1
Platform	COMP-08	Desirable	The solution shall be compatible with DoE's application server platforms.	Lot 1
Platform	COMP-09	Desirable	The solution shall be compatible with DoE's application virtualisation platform.	Lot 1
<b>RELI. Reliability</b>				
Ref #	ID#	Priority	Requirement Description	Lot
Reliability	RELI-01	Required	The solution to be capable of operating across unreliable data networks (e.g. satellite links, mobile networks), exhibiting high latency, contention, packet loss and drop-outs.	Lot 1



## Part B - Specifications

<b>Reliability</b>	RELI-02	<b>Required</b>	The solution to work seamlessly in the Cloud, in accordance with the NSW Government Cloud Policy or AWS direct connect.	Lot 1
<b>Reliability</b>	RELI-03	<b>Required</b>	The solution shall have the ability to support hardware replacement, upgrades and patch implementation without performance degradation or significant system downtime.	Lot 1
<b>MAIN. Maintainability</b>				
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>	<b>Lot</b>
<b>Maintainability</b>	MAIN-01	<b>Required</b>	The solution shall be deployed to the production environment free of defects or with only defects that DEC has given express written permission to be deployed to the production environment. Application and infrastructure changes must be unit/system/acceptance tested in non-production environments and signed off before they can be migrated across the various stages from Development to Production.	Lot 1
<b>Maintainability</b>	MAIN-02	<b>Required</b>	The solution shall provide the minor and major upgrade schedule over the next 3 years and highlight the key changes/enhancements planned.	Lot 1
<b>Maintainability</b>	MAIN-03	<b>Required</b>	The solution Provider shall maintain the system in terms of code change easability, upgrade applications, patches and migrations.	Lot 1
<b>PORT. Portability</b>				
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>	<b>Lot</b>
<b>Adaptability</b>	PORT-01	<b>Required</b>	The solution shall effectively and efficiently be adapted for different or evolving hardware, software or other operational or usage environments.	Both Lot 1 & 2
<b>OTHE. Other</b>				
<b>Ref #</b>	<b>ID#</b>	<b>Priority</b>	<b>Requirement Description</b>	<b>Lot</b>
<b>Other</b>	OTHE-01	<b>Required</b>	The solution shall have the ability to comply with DoE's Enterprise Architecture Standards and NSW's ICT principles, including but not limited to: "Digital by Default", "Accessible", "Real-time and Spatial", "Automated", "Value for money" and "Secure".	Lot 1



## Part B - Specifications

Other	OTHE-02	Required	The solution shall be backed up with a minimum of 2 levels of support.	Lot 1
Other	OTHE-03	Desirable	The solution shall have the ability to provide appropriate training including online, classroom (2?) and customer centred training with each upgrade or new functionality addition.	Lot 1
Other	OTHE-04	Required	The solution shall have the ability to notify in-advance of any planned outage in compliance with DoE Planned outage standards.	Lot 1
Other	OTHE-05	Desirable	The solution shall have the ability to set session inactive timeout e.g. 30 minutes	Lot 1



## Part B - Specifications

<b>Standards of Behaviour</b>	<p>DOE has a major role in the delivery of NSW Government procurement including goods and services. To do our job well we rely on business partners and suppliers.</p> <p>Just as DOE expects its staff to behave ethically and comply with the Code of Ethical Conduct we expect high standards of behaviour from suppliers and individuals that do business with us as outlined in the Department of Education's <a href="#">Statement of Business Ethics</a>.</p>
<b>Procurement Timeframe</b>	<p>The estimated tender timeline is as follows:</p> <ul style="list-style-type: none"> <li>• RFT open Wednesday, 1 March, 2023</li> <li>• RFT close Friday, April 21, 2023</li> <li>• Award contract Mid of June 2023</li> <li>• Finalise contract Early July 2023</li> <li>• Commencement of project late July/Early August 2023</li> </ul> <p>Specific project schedule and timelines will be agreed upon commencement of contract.</p>
<b>Insurances</b>	<p>The Supplier must maintain the following minimum insurances:</p> <ul style="list-style-type: none"> <li>• Professional Indemnity Insurance (minimum cover of \$20 million)</li> <li>• Public Liability Insurance (minimum cover of \$20 million)</li> <li>• Product Liability insurance (minimum cover of \$20 million)</li> <li>• Cyber Security Insurance (minimum cover of \$20 million)</li> <li>• Workers Compensation.</li> </ul>
<b>WHS Requirements</b>	<p>The Supplier must ensure compliance with the NSW Work Health &amp; Safety Act 2011 and the Work Health &amp; Safety Regulations 2017. These documents are available at <a href="https://www.safework.nsw.gov.au/legal-obligations/legislation">https://www.safework.nsw.gov.au/legal-obligations/legislation</a></p>
<b>Contract Framework and Duration</b>	<p>The proposed contract duration is 5 years (2023-2027) with a 5-year extension option.</p>
<b>Performance Measure and Monitoring</b>	<p>After the execution of the contract, the Department will work with the Supplier(s) to develop a Contract Management Plan that outlines performance criteria, measures and approaches that will be used to assess the performance of the supplier(s) and identify opportunities for improvement. At the completion of each test, the Department will work with the supplier(s) and provide feedback on their performance.</p>



## Addendum

### Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	1 May 2023
<b>ADDENDUM NO.</b>	1
<b>PAGES</b>	4
<b>DATE OF ISSUE</b>	14 March 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

#### 1. Clarifications

RFI #	REQUEST FOR INFORMATION	DOE RESPONSE
1.	<b>What does testing across multiple days look like - 2 days, multiple weeks?</b>	<p>The Department is proposing to conduct the tests for the SHS and OC concurrently in the same period over several days. This is different to how the paper-based tests are conducted today on different dates (SHS in May and OC in July).</p> <p>The indicative test dates are early May with testing to occur over several days, possibly from Friday to Monday including the weekend (Saturday and Sunday). Note: Testing days may be location dependent with high demand metropolitan test centres conducting tests over all days and regional test centres conducting test over one or two days. A supplementary test period of 1 or 2 days will also be scheduled 2-3 weeks after the main testing period for students that were unable to sit the placement tests in the main testing period due to an approved illness or misadventure request.</p> <p>This will be discussed further with the successful supplier(s) during the detail planning and transition phase.</p>
2.	<b>Can lots be broken down further? (i.e. Lot 1 a supplier can only respond to Test Delivery and not Test Design and Scoring)</b>	<p>The lots outlined in Part B Specifications are list as is and Suppliers are to respond to each lot as outlined. Lot 1 comprises both Test Design and Scoring and Test Delivery, the expectation is supplier(s) respond to both components, not one or the other.</p> <p>Lot 1 component A can only be tendered as one service but allows the supplier to partner and form consortiums. The lots are interchangeable only in their components i.e. In Lot 2 components B, C, D can be tendered for independently or together in combinations that align with services suppliers are able to provide.</p>
3.	<b>What is the proposed trialling model? E.g. in NSW schools?</b>	<p>The expectation is the trialling is conducted interstate outside of NSW, targeting children in similar year cohorts and demographics of children that will sit the test in NSW. The trialling is not to be tested in NSW to reduce the risk of test content leaks. Previous suppliers have conducted the tests interstate e.g., VIC and WA with both government and non-government schools.</p>
4.	<b>What have been the major obstacles in moving to Computer Based Testing?</b>	<p>The current paper-based testing model, which tests all students in approximately 180 NSW department secondary schools at the same time with the same placement test presented a number of challenges and risks</p>



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		<p>in using this model for computer-based tests. They include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• The availability of sufficient and compatible computer devices in test centre schools that will not impact the learning of other students in the school</li> <li>• IT support of devices in schools</li> <li>• Inability to reschedule test sessions to other days if there are technical issues, which is a mitigation available for other computer-based tests such as NAPLAN</li> <li>• Sufficient physical space in schools and IT WIFI and power infrastructure to concurrently test a large number of students</li> <li>• Sourcing and training the invigilation workforce for a large single test day event in a large number of venues. (180+ if conducted in secondary school and 1100+ if conducted in primary schools)</li> </ul> <p>Learnings from pilots and conducting the 2021 Opportunity Class Placement Tests as a modified computer-based test have determined that both the test delivery model and test centre model needs to be modified to mitigate these risks and support a successful transition to computer-based selective education placement tests.</p>
5.	<b>What proportion of common items may be used across test versions?</b>	<p>All test content should be new, bespoke original test questions, not used in previous tests and publicly available in previous tests/practice or preparation materials unless there is the requirement in the test design to use anchoring items to aid in statistical or test verification purposes.</p> <p>The intention is to develop a large item bank that is also updated at rate that can support the needs of a multi test environment without reusing previous items.</p>
6.	<b>Is testing planned to be run on mobile devices or tablet size and larger?</b>	<p>For 2025 computer-based testing, the test is to be delivered on windows devices with either desktops or laptops that meet the minimum specifications of the computer-based test platform for the successful supplier of Lot 1. The Department wishes to ensure the test experience in the same for all students.</p> <p>At some point beyond 2025 as the physical and IT environments in schools mature the Department may investigate moving the placement tests into schools where testing on tablet or other devices may be required.</p> <p>This will be discussed with the successful supplier(s) during the detail planning and transition phase, but previous pilots have highlighted this more beneficial to support staff as with accessibility the screen size greater than 15 inches has proved a good baseline.</p>
7.	<b>What is the required retention period for storage of student photos?</b>	<p>The purpose of the photos is to be used in conjunction with any malpractice cases for the verification that the individual that sat the test is in fact who is registered to sit and enrolled in the school. Once student enrolments in each school and any appeal processes have been finalised the photos can potential be disposed.</p>
8.	<b>Are there dependencies driving the timeline for delivery, or is there some potential for flexibility in design and delivery?</b>	<p>There are several dependencies driving the timeline for delivery with some not being flexible but in the detailed planning phase there will be the opportunity to discussion and negotiate lead times and where there may be some flexibility in the schedule.</p>



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9.	<b>In relation to secure data storage, is there any data sovereignty (e.g.: must be based in Australia)</b>	<p>The preference of the Department is for the data to be stored in Australia, however this will be determined and agreed with the successful suppliers.</p> <p>However, Individuals and businesses that are based offshore in international jurisdictions, or which have headquarters based internationally, that are part of The Five Eyes (FVEY) intelligence alliance comprising Australia, Canada, New Zealand, the United Kingdom, and the United States will be considered for solutions to housing, managing, and protecting our sovereign data.</p>
10.	<b>Is the plan for data to be pulled from the vendor system via API or is the vendor expected to push the data to relevant DoE systems?</b>	<p>It's the Department's preference for APIs be used to push/pull the data from the Department's and Supplier's systems. The data will be shared in a duplex nature via API. Samples of data include student data, test centre data and disability adjustments. The timing of this can be agreed by both parties e.g., at launch or develop at an agreed time.</p>
11.	<b>Will DOE help with recruiting trailing students?</b>	<p>No, the supplier is expected to source potential schools and students for trialling. As mentioned, the trialling is expected to be conducted interstate and outside of NSW.</p>
12.	<b>Can trialling be done outside Australia? For example, in the UK?</b>	<p>The Department's expectation is for the trialling to be conducted in Australia. The Department has in recent years improved the cultural context of the test questions to ensure the tests are culturally relevant to the students sitting the test. Therefore, test performance may be different from the students outside of Australia.</p>
13.	<b>Can DOE confirm who owns the IP or the question items?</b>	<p>It is currently stipulated in the contracts that the Department owns the IP</p>
14.	<b>DOE states in the requirements that Data storage needs to be in Australia, what if the solution is cloud-based?</b>	<p>Please refer to Question 9.</p> <p>The preference of the Department is for the data to be stored in Australia however this will be determined and agreed with the successful suppliers. The Department will consider overseas data storage if required.</p>
15.	<b>Does DOE require audio invigilation instructions?</b>	<p>Audio invigilation instructions via the computer-based software is not a current requirement as there will be test invigilators administering the test and they can read instructions to the participants.</p> <p>Suppliers may provide this feature, but it has not been defined as a required requirement in the specifications.</p>
16.	<b>Does DOE have any particular statistical requirements? i.e. what output is required above age standardized scores?</b>	<p>As part of the test development in Lot 1 there will be the test specification and the reporting requirements will be identified and discussed with supplier(s).</p> <p>Items to be includes in the report may include, but not limited to:</p> <ul style="list-style-type: none"> <li>• Overall test performance</li> <li>• Analysis of test performance by student group e.g. gender, by Aboriginal/Torres Strait Islander status, SEA status, by disability status, By non-rural/rural status and by age</li> <li>• Statistical information and reporting analysis that may include: <ul style="list-style-type: none"> <li>• cumulative distribution of scaled scores by domain</li> <li>• distribution of scaled scores by domain</li> <li>• cumulative distribution of provisional test scores</li> <li>• correlations between components</li> <li>• Declared assessment weightings v. actual assessment weightings</li> <li>• Test reliability</li> <li>• Cronbach's AlphaWriting and RMSE Composite Reliability</li> <li>• Item-level performance</li> </ul> </li> <li>• Overview of writing</li> </ul>





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		<ul style="list-style-type: none"> <li>Any key recommendations and conclusions</li> </ul>
17.	<b>Approximately how many years after exposure in a test version may items in the test bank be re-used?</b>	<p>The expectation is for new test content each year. The Department does not want test items reused as this may provide an unfair advantage to students that gain access to them. Past test questions may be provided to students as practice papers which is current practice.</p> <p>The intention is for the supplier to develop and deliver a large item bank which is updated at rate that can support the needs of a multi test environment without reusing previous items.</p>
18.	<b>In relation to the contingency paper-based tests, how many tests per day are expected?</b>	This is to be further discussed in detailed planning with the supplier.
19.	<b>What are reasonable adjustments for the online and paper tests?</b>	<p>At a minimum the same adjustments for NAPLAN in the paper and computer-based tests must be supported along with complying with the Disability Inclusion Act. These are found here:</p> <p><a href="#">Disability adjustments   NSW Education Standards.</a></p> <p><a href="#">Disability Inclusion Act 2014 No 41</a></p> <p>Compatibility for future reasonable adjustments should be incorporated in the computer-based testing product roadmap and not be custom development at the department's expense.</p>

## 2. Amendments to Tender

Please be advised that the RFT closing date and time has been postponed to 10am AEDT, Monday 1 May 2023. Also, the deadline for queries will now be 5pm AEDT, Thursday 20 April 2023.

## 3. Appendices to Addendum 1

DOCUMENT NUMBER	TITLE	REVISION	DATE
1	DOE03514/22 – Tender Briefing	1.0	9 March 2023

**End of Addendum**

# DOE03514/22

## Selective Education Test Provider and Test Management Centre Services

**Tender Briefing**

**Selective Education Unit  
Student Assessment and Reporting**

**09 March 2023**

NSW Department of Education

# Acknowledgement of Country



I acknowledge that I am meeting with you today from the lands of the Gadigal people.

I also acknowledge the Traditional Custodians of the various lands on which you all work today and pay respect to Elders past and present and extend that respect to other Aboriginal and Torres Strait Islander people joining us today.

# Welcome and Introduction

# Welcome

## Introductions



Name	Position
[REDACTED]	Director, Student Assessment and Online Reporting
[REDACTED]	Leader, Selective Education Unit
[REDACTED]	Leader, System Improvement, School Performance
[REDACTED]	Program Director
[REDACTED]	Procurement Representative
[REDACTED]	Business Analyst
[REDACTED]	Project Manager

# Selective Education Test Provider and Test Management Centre Services

## Agenda

#	Item	Who
1	Welcome and introduction	Procurement
2	Background and context	Project Lead
3	Scope of services / requirements	Project Lead
4	Procurement Process	Procurement
5	Key RFT dates	Procurement
6	Questions	Team

# Background and Context

# Background to Selective Education in NSW

Ensuring every student across NSW achieves their full educational potential



- The Department is committed to ensuring every student across NSW achieves their full educational potential, through talent development opportunities and differentiated teaching and learning practices to ensure that their specific learning and wellbeing needs are met
- Through its selective education system of opportunity classes and selective high schools, the Department offers high potential and gifted students from all backgrounds access to a quality school environment which provides enriching learning opportunities that supports the social-emotional development and wellbeing of high potential and gifted students, enabling them to connect, succeed and thrive
- Key to achieving this outcome is the annual placement process that the Department administers for year 5 entry for opportunity classes, year 7 entry for selective high schools and post year 7 entry for selective high schools. As part of the placement process the department conducts placement tests that are crucial in identifying high potential and gifted students that would benefit in the selective education schooling environment and system.



# Review of Selective Education Access 2018



- Released by the Minister in December 2018
- Significant changes implemented:
  - Changes to the placements test specifications in 2021
  - Changes to the test weightings in 2021
  - Introduction of the Equity Placement Model in 2022
  - Replacement of test scores with Performance Report in 2022
  - Changes to residential boarding school placement process in 2022
- Guiding principles for engagement:
  - ensure entry to selective schools is based on ability, not background
  - optimise the assessment process to accurately identify students' ability
  - address gaps in a complex system.

REVIEW OF SELECTIVE EDUCATION ACCESS  
**ACTION PLAN**

**DELIVERING A MODERN, WORLD-CLASS SELECTION SYSTEM FOR NSW SELECTIVE SCHOOLS**  
“Selective schools offer valued choice and excellent outcomes for gifted students and their families. Our new leading selection system is no longer a by-product. Designed for 21st-century high schools in NSW, it has standardised the assessment and selection criteria and the primary schools with opportunity classes.”

	WHY?	
<b>ENSURING THAT ENTRY TO SELECTIVE SCHOOLS IS BASED ON ABILITY, NOT BACKGROUND</b>	Supporting an end-to-end design and implementation in which assessment practices ensure that the process truly identifies able students is independent of background.	A fit-for-purpose selection system that gives more choice over time, a number of opportunities to apply that are consistent with the NSW education system.
<b>ACTION 1:</b> Encourage more gifted students from under-represented groups to apply.	<b>ACTION 4:</b> Improve the accuracy of residential boarding school placements.	<b>ACTION 10:</b> Continue to improve the accuracy of residential boarding school placements.
<b>ACTION 2:</b> Ensure residential boarding school placements are based on ability, not background.	<b>ACTION 5:</b> Adopt the ability-based placement system for gifted students.	<b>ACTION 11:</b> Continue to improve the accuracy of residential boarding school placements.
<b>ACTION 3:</b> Allow the residential boarding school placements to be based on ability, not background.	<b>ACTION 6:</b> Ensure the residential boarding school placements are based on ability, not background.	<b>ACTION 12:</b> Partner with residential boarding schools to ensure the residential boarding school placements are based on ability, not background.
<b>ACTION 4:</b> Improve the accuracy of residential boarding school placements.	<b>ACTION 7:</b> Ensure residential boarding school placements are based on ability, not background.	<b>ACTION 13:</b> Continue to improve the accuracy of residential boarding school placements.
<b>ACTION 5:</b> Adopt the ability-based placement system for gifted students.	<b>ACTION 8:</b> Partner with residential boarding schools to ensure the residential boarding school placements are based on ability, not background.	<b>ACTION 14:</b> Continue to improve the accuracy of residential boarding school placements.
<b>ACTION 6:</b> Ensure the residential boarding school placements are based on ability, not background.	<b>ACTION 9:</b> Partner with residential boarding schools to ensure the residential boarding school placements are based on ability, not background.	<b>ACTION 15:</b> Continue to improve the accuracy of residential boarding school placements.

**FINDINGS**

**FINDING 1:** Selective schools continue to offer a valued choice for gifted students and their families.

**FINDING 2:** The existing selection process is no longer fit for purpose and needs updating for the coming decades.

**FINDING 3:** Students from disadvantaged groups face an elevated barrier to entry in the selective education system.

**FINDING 4:** Supporting in the assessment process when it is not tailored to students' true ability and so may not identify all the students fit to attend is a concern.

**FINDING 5:** A number of gaps in the selection system constrain its effectiveness.

**FINDING 6:** NSW selective schools need a world-class selection process.

# Selective Education - Future direction and strategy

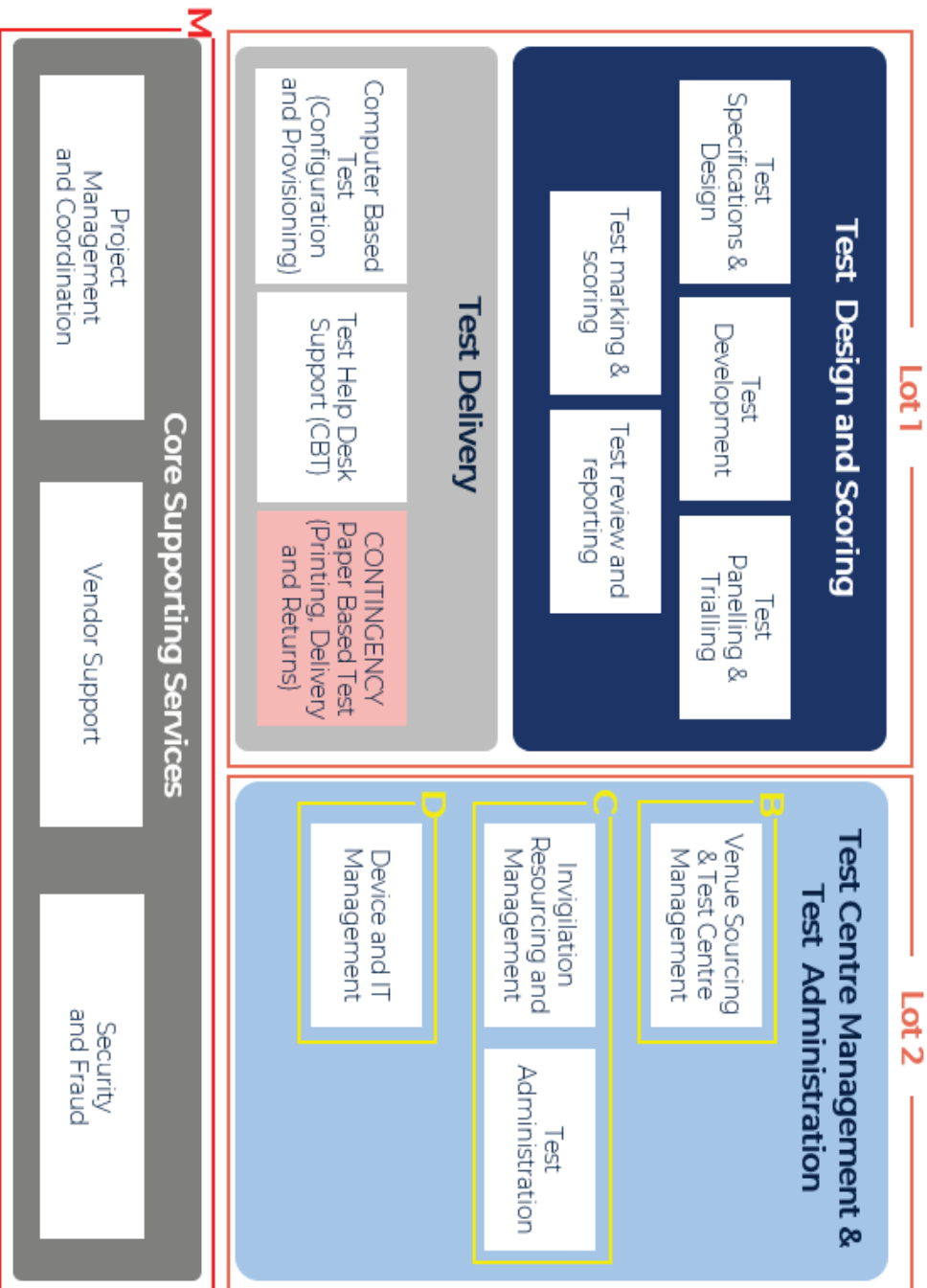


## To deliver a modern, world-class selection system for NSW selective schools

- Streamline the placement process and experience for parents and students and shorten the current 16 month end-to-end placement process for SHS
- Transition to computer-based testing from 2025 and improve the test experience for students
- Move to a low risk test centre model that supports the transition to computer-based testing
- Move away from a single test, single test day event to a multi test, multi test day event that mitigates risks with the delivering the placement tests as computer-based tests
- Placement test specifications that better identifies student ability, regardless of background and adapts and improves with evidence over life of the engagement

# Scope of Services / Requirements

# Scope of Services and Requirements



# Scope of Services / Requirements - Deliverables

## Lot 1 - Test Design & Scoring and Test Delivery

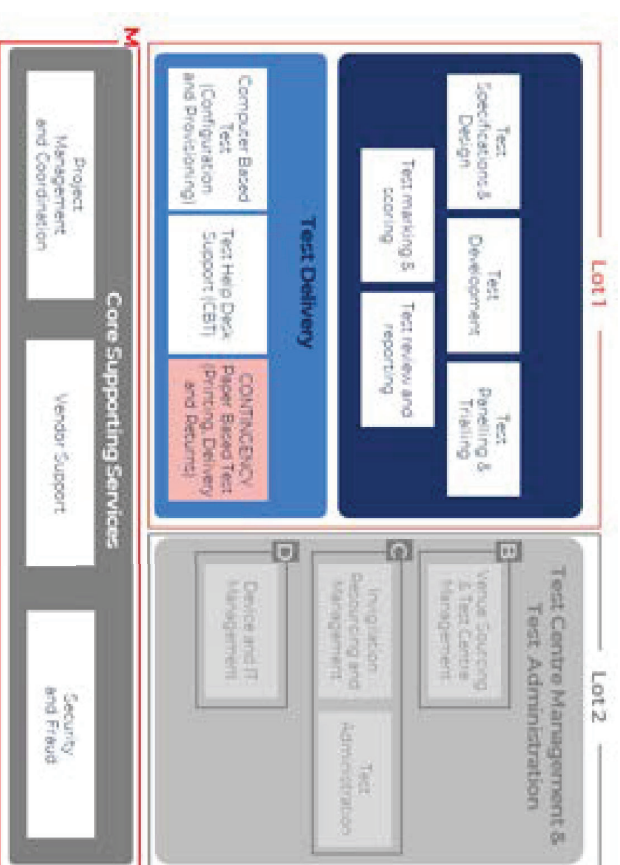


### Test Specification and Design

- Test specification and design of selective education test
- Leading test development practices that meets the department requirements and standards
- Test panelling with Department key stakeholders and subject matter experts
- Test content is extensively trialled and performance tested with similar cohorts of the students
- Marking of test papers and scoring in accordance to department scoring, adjustment and weighting criteria
- Review and reporting of end to end test processes for identification of improvement opportunities and performance reporting to understand how students performed

### Test Delivery

- Provision and administration of computer-based testing software for the delivery of the computer-based test. Software to be based on the Departments software and hardware requirements
- Help desk support for the computer-based testing software in the lead up to and during test days • Delivery of a paper-based test in the case of contingency. This includes the
- secure printing, delivery and return of test papers for marking



# Scope of Services / Requirements - Deliverables

## Lot 2 - Test Centre Management and Test Administration



### Test centre venues sourcing and test centre management

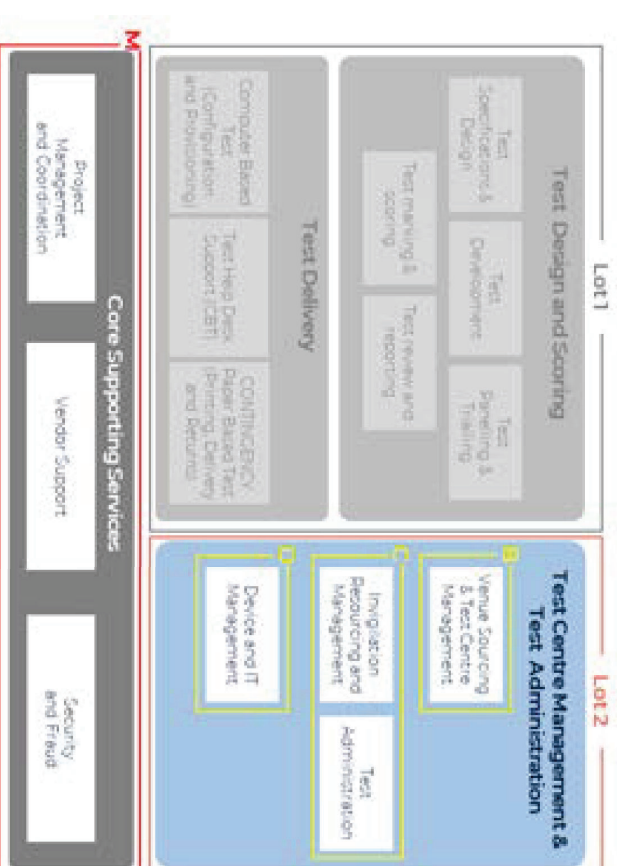
- Sourcing and procurement of suitable test centre venues with a main test room and smaller rooms if required with amenities
- Each venue to have suitable test equipment e.g. desks, chairs, whiteboards, stationary, clocks and other related equipment to conduct either computer or paper-based testing
- Set up of test centre venue in preparation for testing

### Invigilation Resourcing, Management and Test Administration

- Provision of suitably qualified and Department compliance cleared invigilation personnel to manage and conduct testing in accordance with departmental requirements

### Device and IT Management

- Provision of a sufficient number of suitable windows-based computer devices (laptops) and related accessories (e.g. power adaptors) with latest windows software for computer-based testing
- IT network capacity (Wi-Fi coverage, bandwidth and speed) to conduct computer-based testing
- Access to electrical power points, provision of power boards and cables etc to set up and charge computer devices
- Test day technical and IT support



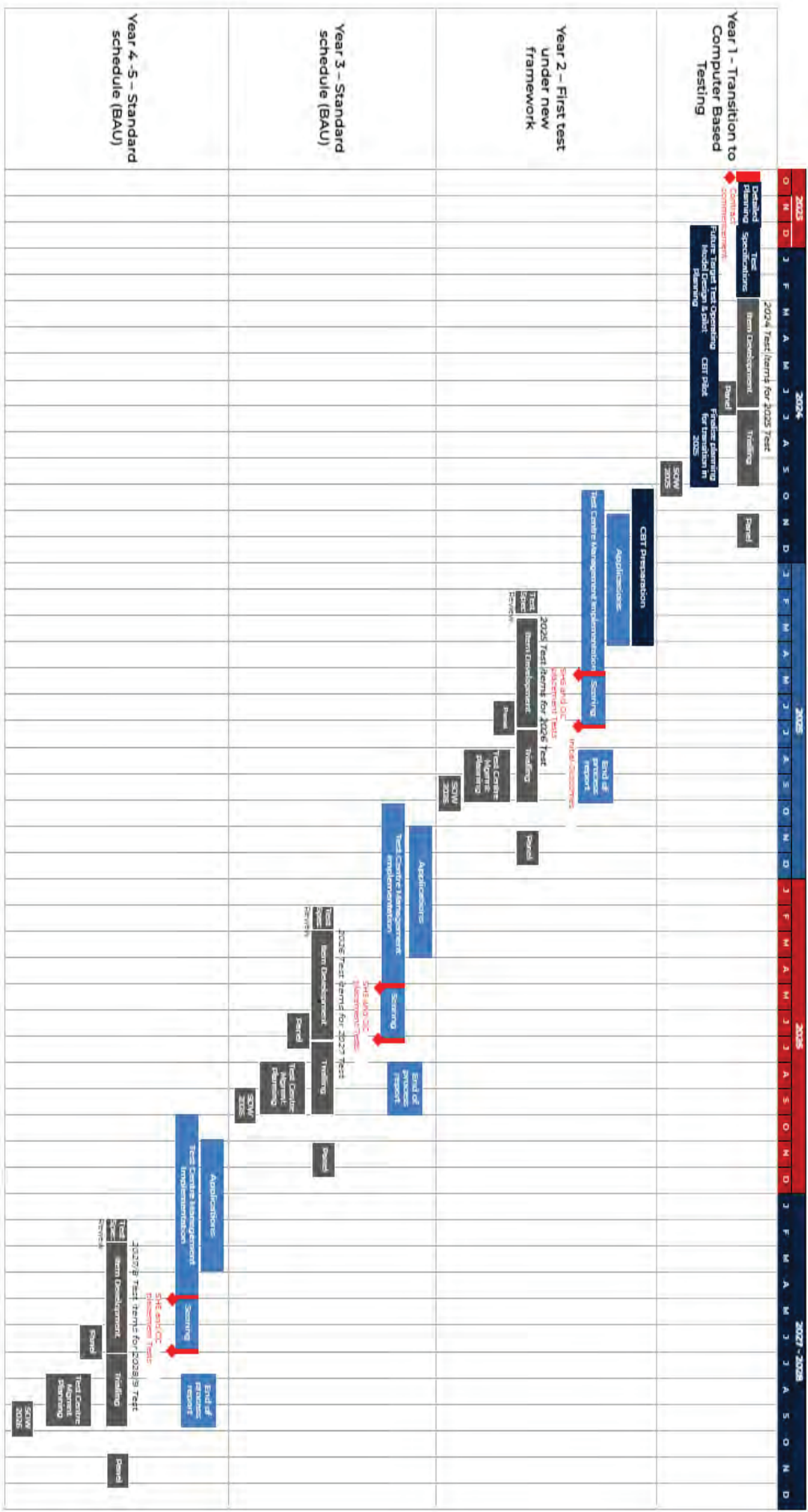
# Scope of Services / Requirements - Deliverables

## Core Supporting Services

### Core Supporting Services

- To deliver the services, the suppliers are to provide their own project management and coordination including vendor/supplier support.
- Security, confidentiality and fraud management as part of service delivery

# High Level Timeline





# Procurement Process

# Procurement Process

## Overview

- Single stage open tender
- Objective is to obtain the best value for money outcome for NSW Department of Education
- RFT has four parts, each part may contain multiple documents:
  - Part A – Conditions of Tendering
  - Part B – Specifications
  - Part C – Tender Response Schedules
  - Part D – Standard Form of Agreement (ICTA)
- Addenda – 0 currently issued

# Procurement Process

## RFT Part A – Conditions of Tendering

- Outlines the ‘rules’ of the process, including:
  - Eligibility to tender
  - What you need to do to submit a ‘conforming’ or ‘alternate’ tender response
  - How you are to lodge your tender response
  - The evaluation process, including the evaluation criteria by which your tender response will be assessed
  - Probity
  - Submitting requests for information / enquiries
  - Compliance with NSW Government Policies
  - Tender validity period (90 days)
  - Late tenders – will not be accepted
  - Post-tender clarification process

# Procurement Process

## RFT Part C – Response Schedules

- Two envelope system:
  - Envelope 1 – Non-Price
  - Envelope 2 – Price

### Overarching Documents

Lot 1

**Component A**  
Lot Name: Test Design and Scoring and Test Delivery

Lot 2

**Component B**  
Lot Name: Venue Sourcing & Test Centre Management

**Component C**  
Lot Name: Investigation Resourcing & Management and Test Administration

**Component D**  
Lot Name: Device and IT Management

# Procurement Process

## RFT Part C – Response Schedules

- Overarching Documents (These documents are relevant to all Components):
  - Part A – Conditions of Tendering
  - Part B – Specifications
  - Part C – Returnable Schedule – Identification and Instructions
  - Part C – Returnable Schedule – Both Lots – Questionnaire NF
  - Part C – Returnable Schedule – Sustainability, SME, Local Participation Plan
  - Part C – Returnable Schedule – ICTA ISR

## RFT Part D – Terms of Contract

- Part D – NSW DoE ICTA Information Security Requirements
- Part D – Contract Management Plan Template

# Procurement Process

## RFT Part C – Response Schedules

- Lot 1 – Component A (Only relevant to suppliers tendering for Lot 1):
  - Part C – Returnable Schedule – Lot 1 Component A
  - Part C – Returnable Schedule – Lot 1 Component A – Questionnaire NF
  - Part C – Returnable Schedule – Lot 1 Component A – Questionnaire
  - Part C – Returnable Schedule – Lot 1 Component A – Price

## RFT Part D – Terms of Contract

- Part D – Terms of Contract ICTA – Lot 1 Component A
- Part D – Terms of Contract ICTA – Lot 1 Component A – Additional Conditions
- Part D – Terms of Contract ICTA – Lot 1 Component A – SLA Schedule
- Part D – Terms of Contract ICTA – Cloud Module
- Part D – Terms of Contract ICTA – Services Module

# Procurement Process

## RFT Part C – Response Schedules

- Lot 2 – Component B (Only relevant to suppliers tendering for Lot 2 – Component B):
  - Part C – Returnable Schedule – Lot 2 Component B
  - Part C – Returnable Schedule – Lot 2 Component B C D – Questionnaire NF
  - Part C – Returnable Schedule – Lot 2 Component B – Questionnaire
  - Part C – Returnable Schedule – Lot 2 Component B – Price
  - Part C – Returnable Schedule – Aboriginal Participation Plan

## RFT Part D – Terms of Contract

- Part D – Terms of Contract ICTA – Lot 2 Component B

# Procurement Process

## RFT Part C – Response Schedules

- Lot 2 – Component C (Only relevant to suppliers tendering for Lot 2 – Component C):
  - Part C – Returnable Schedule – Lot 2 Component C
  - Part C – Returnable Schedule – Lot 2 Component B C D – Questionnaire NF
  - Part C – Returnable Schedule – Lot 2 Component C – Questionnaire
  - Part C – Returnable Schedule – Lot 2 Component C – Price
  - Part C – Returnable Schedule – Aboriginal Participation Plan

## RFT Part D – Terms of Contract

- Part D – Terms of Contract ICTA – Lot 2 Component C



# Procurement Process

## RFT Part C – Response Schedules

- Lot 2 – Component D (Only relevant to suppliers tendering for Lot 2 – Component D):
  - Part C – Returnable Schedule – Lot 2 Component D
  - Part C – Returnable Schedule – Lot 2 Component B C D – Questionnaire NF
  - Part C – Returnable Schedule – Lot 2 Component D – Questionnaire
  - Part C – Returnable Schedule – Lot 2 Component D – Price
  - Part C – Returnable Schedule – Aboriginal Participation Plan

## RFT Part D – Terms of Contract

- Part D – Terms of Contract ICTA – Lot 2 Component D
- Part D – Terms of Contract ICTA – Lot 2 Component D – Hardware and Other ICT Deliverables Module
- Part D – Terms of Contract ICTA – Lot 2 Component D – SLA Schedule

# Procurement Process

## Part D - Contract - Overview

- The ICT Agreement (ICTA) – will be utilised as the contractual framework for this procurement for all Lots
- Each Lot and Components may have specific contractual documents applicable.
- The documents have been provided for review as Part D of the Tender pack.
- The Department will assess submissions for each Lot individually. This may result in the award of multiple contracts

# Procurement Process

## Provisional timetable

Milestone	Date
RFT issued	28 February
Tender briefing (today)	9 March
Last day for RFI submission	5pm, 11 April
Tender closing date ( <i>don't be late</i> )	10am, 21 April
Evaluation of tenders	24 April – 23 June
Execution of agreement	26 June – 1 August
Contract Commencement	1 October

# Procurement Process

## Probity

- The Procurement Representative will monitor and manage the RFT and evaluation processes.
- In order to maintain probity:
  - We will ensure all tenderers have access to the same information (except where this would breach confidentiality)
  - Tenderers must only contact the Procurement Representative for any questions related to the RFT (contact details included on the final slide)

# Procurement Process

## Lodging your Tender Response



- Please submit your response by 21 April 2023 at 10am AEDT.
- Submission must be made through eTendering
- Complete all the required tender schedules for all the lots you are tendering for
- Ensure you have addressed all evaluation criteria (both mandatory and weighted)

*Please ensure you don't leave the submission until the last minute. DOE won't be held responsible for any IT issues that result in a late submission.*

# Questions

# Questions

## Contact details:

Andres Abusaid

Procurement Representative

E: [PSTenders@det.nsw.edu.au](mailto:PSTenders@det.nsw.edu.au)



## Addendum

### Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	1 May 2023
<b>ADDENDUM NO.</b>	2
<b>PAGES</b>	1
<b>DATE OF ISSUE</b>	15 March 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

#### 1. Clarifications

RFI #	REQUEST FOR INFORMATION	DOE RESPONSE
1.	Returnable Schedule - Lot 2 – Component B C D Questionnaire NF only seems to be relevant for component D as the questions are centred around hardware, and infrastructure. Can you please clarify which sections that this response is required for?	DOE would like to advise that tenderers will no longer be required to complete the document: <i>“DOE03514-22 - PART C - Returnable Schedule - Lot 2 – Component B C D Questionnaire NF.xlsx”</i> for any of the Components.

**End of Addendum**





## Addendum

## Addendum

RFT ID	DOE03514/22
TENDER NAME	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
TENDER CLOSING DATE	1 May 2023
ADDENDUM NO.	3
PAGES	1
DATE OF ISSUE	28 March 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

### 1. Clarifications

RFT #	REQUEST FOR INFORMATION	DOE RESPONSE
1.	<p>Page 6 of the RFT, under the heading Test Delivery, states: <i>Delivery of a paper-based test in the case of contingency. This includes the secure printing, delivery and return of test papers for marking.</i></p> <p>Could the NSW DOE clarify what exactly it means by 'in case of contingency' so we can determine how many test versions would need to be available in print?</p> <p>It is our understanding from the RFT and presentation that there will be:</p> <ul style="list-style-type: none"> <li>- 3 or 4 test days over a long weekend in May. We assume that NSW DOE wishes to have a unique test version on each day.</li> <li>- 1 or 2 test days to be held a few weeks later. Again, we assume the test version(s) on these supplementary day(s) must be unique.</li> </ul> <p>If the DOE wishes to have contingency for each day of testing, this would mean up to 6 printed papers, which, in all likelihood, would never be used. To cost this scenario, we need to know what quantities need to be printed and to how many test centres these would need to be delivered.</p>	<p>"In case of contingency" in this context means if the Department is unable to conduct the 2025 Selective Education tests including the 8-12 tests as computer-based tests as planned, the tests would therefore be conducted as paper-based tests.</p> <p>The department aims to conduct the test over continuous days that include the weekend Saturday and Sunday. The exact days are to be determined and discussed with the supplier.</p> <p>To help with the response, assume the tests will be conducted over a series of days that include Thursday, Friday, Saturday, Sunday, Monday or Tuesday. The preference for the Department is to have unique tests for each day.</p>

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	<p>The Department wishes to also provide a supplementary test for students who miss the initial testing days due to illness and misadventure. Assume 3% of students will require to sit this test.</p> <p>The Department does not require paper-based contingency test papers for live computer-based test sessions. Paper-based tests for a live computer-based test session would only be required for pre-arranged and approved Reasonable Adjustments that require paper-based test. It is expected that the computer-based test platform will have sufficient contingencies to allow the test session to continue or be rescheduled in a worse case event such as a natural disaster.</p> <p>All assumptions should be detailed in the supplier's response.</p>						
<p>2. Page 9 of the RTF, TSD-1 states:</p> <table border="1" data-bbox="247 347 813 1377"> <thead> <tr> <th data-bbox="813 347 858 459">Test strategy</th> <th data-bbox="813 459 858 548">TSD -1</th> <th data-bbox="813 548 858 739">Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="247 347 813 459"></td> <td data-bbox="247 459 813 548"></td> <td data-bbox="247 548 813 739"></td> </tr> </tbody> </table>	Test strategy	TSD -1	Required				<p>The Selective Education Placement Tests are designed to accurately rank high-potential and gifted students as a basis for them being offered a place at a selective high school or opportunity class.</p> <p>The supplier will provide a test strategy that outlines the approach, experience and capability in developing a set of assessments to accurately identify and rank high potential and gifted students for the below placement tests:</p> <ol style="list-style-type: none"> <li>1. <b>Opportunity Class Placement Test:</b> Current Year 4 students seeking Year 5 placement in an opportunity class</li> <li>2. <b>Selective High Schools Placement Test:</b> Current Year 6 students seeking Year 7 placement in a selective high school</li> <li>3. <b>Year 8-12 Selective High Schools Placement Test:</b> Current Year 7-11</li> </ol> <p>It is the Departments preference for the supplier to either design tests for the Year 8-12 Selective High Schools Placement Test or propose an existing off the shelf solution of their own that could be used to test Yr 7-11 students.</p> <p>Suppliers can propose one or more solutions that can be provided by the supplier to the Department to rank students seeking Year 8-12 placement.</p> <p>Recommendations of suitable alternative tests schools could use that are not provided by the supplier, will not be considered a sufficient response.</p>
Test strategy	TSD -1	Required					



## Addendum

<p>students seeking a year 8-12 placement in a selective high school</p> <p>The test strategy must be updated at least every two years based on the learnings from prior years tests, psychometric analysis of the effectiveness of the test components in identifying high potential and gifted students, and other data from the Department on student performance post placement. Updates to the test strategy may recommend changes to the test components, weightings and test specifications.</p>	
<p>And, on page 10, under TSD-2 Test design states:</p> <p>The Year 8-12 Selective High Schools Placement Test may be based on the Opportunity Class Placement Test and the Selective High Schools Placement Test or be a commercially available of the shelf test.</p> <p>The supplier must recommend the weighting and scaling approach for each test sections for approval by the Department.</p> <p>Where a test component is based on a curriculum area, it must not be above the current stage level for students sitting the test. Information on the NSW curriculum can be found here: NSW curriculum and syllabuses   NSW Education Standards</p> <p>All test components must be age and stage level appropriate for the students sitting the Opportunity Class Placement Test, the Selective High Schools Placement Test and the Year 8-12 Selective High Schools Placement Test.</p> <p>Each test must have unique test items except where there is a need to have anchor test items to ensure the different placement tests are statistically comparable to each other</p> <p>This implies that the vendor must supply produce the OCPT, SHSPT and five placement tests (annually) for Year 8-12 placement into SHS.</p>	

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## Addendum

Can the vendor fulfill this requirement by recommending suitable alternative tests schools should use to evaluate students applying for SHS places <i>after</i> Year 7?	
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**End of Addendum**

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## Addendum

### Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	1 May 2023
<b>ADDENDUM NO.</b>	4
<b>PAGES</b>	5
<b>DATE OF ISSUE</b>	4 April 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

### 1. Clarifications

<b>RFT #</b>	<b>REQUEST FOR INFORMATION</b>	<b>DOE RESPONSE</b>
1.	In relation to the Document: DOE03514/22 – Part D – Terms of Contract – Lot 1 Component A – Cloud Module: <b>Section 4.2 a) iv</b> – Can DOE please advise the type of access logs that are required as application access logs are fairly 'straight forward' but server logs aren't?	In this context, access log is a record of who, when, how, and what details whenever customer data records are created, read, updated, or deleted (CRUD) using all possible access methods. the supplier must keep an access record for auditing and traceability whenever the data could be access via any means.  The following are some examples of how data can be accessed. <ul style="list-style-type: none"> <li>- Desktop, mobile or web applications.</li> <li>- Local/remote method utilising CMD/Shell, DB client, JDBC, ODBC, or DB specific database tools.</li> <li>- Data access through a backup system, such as archival backup, transactional backup.</li> <li>- Using transactional/server logs, network devices, and so on. Some databases, for example, use specific file structures to record data; access to these file structures/data could be used to recreate the data. As a result, all those file access must be recorded.</li> </ul> <p>Supplier must provide all possible customer data access methods as well as how access logs for each method are maintained.</p>

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## Addendum

<p>2. Is there an expectation that the digital assessment is adaptive or static? If adaptive how does this impact the paper contingency version which has to be static?</p>	<p>The Department has no preference at this stage for the computer-based test to be either computerised adaptive testing or static standard fixed tests. The Department understand the advantages and disadvantages in both testing approaches. With the inherent limitations of paper-based testing, it is expected the test be static standard fixed tests regardless if the computer-based test is computerised adaptive or static standard fixed tests.</p>
<p>3. For the attainment elements of the tests (mathematical reasoning/ reading) is there an expectation that this aligns to a specific curriculum, or is it solely mathematical and reading comprehension which are being measured?</p>	<p>The Department expects the test content to be aligned to the specific curriculum. It must not be above the current stage or curriculum level for students sitting the test. All test components must be age and stage level appropriate for the students sitting the Opportunity Class Placement Test, the Selective High Schools Placement Test and the Year 8-12 Selective High Schools Placement Test. Information on the NSW curriculum can be found here: <a href="https://curriculum.nsw.edu.au/">https://curriculum.nsw.edu.au/</a></p>
<p>4. What current systems are being using that test suppliers will need to work with through API delivery?</p>	<p>Suppliers will need to interface via API delivery, a system built by the Department "SHSOC. SHSOC is a web-based system developed in Dotnet and SQL server and using Azure. The Department will work with the successful suppliers to detail the technical specification for API delivery.</p>
<p>5. Are external suppliers required to adhere to any freedom of information requests which are submitted, or does this fall under the remit of the Department?</p>	<p>To the extent that section 121 of the GIPA Act applies, the Supplier must, upon receipt of a written request by the Department, provide the Department with immediate access to the following information contained in records held by the Supplier:</p> <ul style="list-style-type: none"> <li>i. information that relates directly to the performance of the Supplier's Activities;</li> <li>ii. information collected by the Supplier from members of the public to whom it provides, or offers to provide, any aspect of the Supplier's Activities; and</li> <li>iii. information received by the Supplier from the Customer to enable it to carry out the Supplier's Activities</li> </ul> <p>For additional information, please refer to the Government information section under PART F: GENERAL PROVISIONS in the terms of contract provided.</p>

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## Addendum

<p>6. Requirement – INF-3 – Disaster Recovery in document DOE03514-22 - PART C - Returnable Schedule - Lot 1 – Component A Questionnaire NF states that we must agree to no data loss but Microsoft's SLA is up to 5 seconds of data loss, can this be amended?</p>	<p>The following requirement was listed in the INF-3 – Disaster Recovery in document DOE03514-22 - PART C - Returnable Schedule - Lot 1 – Component A Questionnaire:</p> <table border="1" data-bbox="1189 616 1252 2027"> <tr> <td data-bbox="1189 616 1252 772"><b>INF – 3</b></td> <td data-bbox="1189 772 1252 2027">Disaster recovery must be needed only when all the Data centres are down.- RTO (Recovery Time Objective - Time to restore the system after a disaster) &lt; 4 hrs with no data loss.</td> </tr> </table> <p>Suppliers can highlight this requirement as a departure. Additionally, suppliers can provide how they current address the requirement. In the event the suppliers are shortlisted there will be the opportunity to further negotiate the requirement as part of procurement process when formalising the order form and providing SLA's and a business contingency plan. (Business Contingency Plan) The Business Contingency Plan must include redundancies, backups and disaster recovery mechanisms to facilitate access to Customer Data in the event of a Disaster, within the timeframes required to comply with the Agreement.</p>	<b>INF – 3</b>	Disaster recovery must be needed only when all the Data centres are down.- RTO (Recovery Time Objective - Time to restore the system after a disaster) < 4 hrs with no data loss.
<b>INF – 3</b>	Disaster recovery must be needed only when all the Data centres are down.- RTO (Recovery Time Objective - Time to restore the system after a disaster) < 4 hrs with no data loss.		
<p>7. Requirement – Comp 01 in document DOE03514-22 - PART C - Returnable Schedule - Lot 1 – Component A Questionnaire NF states that we must support windows 10 which is a challenge as some versions are end of life.</p>	<p>Microsoft will retire the Windows 10 operating system on October 10, 2025. The Department is happy to remove requirement this and update it to be Windows 11 as the minimum software standard for Windows devices.</p>		
<p>8. Requirement – Comp 03 in document DOE03514-22 - PART C - Returnable Schedule - Lot 1 – Component A Questionnaire NF states that we must support Mac OS X which is a challenge as it is end of life.</p>	<p>The Department is happy to change this to MacOS 13 (Ventura) or what Apple deems as obsolete in 2025. This is based on the assumption that Apple updates its software annually and supports the 3 latest versions of its software as it does today.</p>		
<p>9. Requirement – DA-15 – Data Integration in document DOE03514-22 - PART C - Returnable Schedule - Lot 1 – Component A Questionnaire NF is a data security risk. It is unclear why vendors would need to provide a</p>	<p>The Department will delete this requirement. Suppliers are not to respond to this requirement.</p>		

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## Addendum

<p>consolidated product list as part of this solution. Is it possible to have this requirement reviewed?</p>	
<p>10. Please can you provide clarification on what the DOE defines as new items for the tests and how much they need to differ from previous items used? An easy example is in maths – can we use the same item but change the numbers? Can we clone items and adapt?</p>	<p>The Department defines new items as questions that are entirely new, original and unique. They have not used in previous tests and or publicly available in previous tests/practice or preparation materials unless there is the requirement in the test design to use anchoring items to aid in statistical or test verification purposes and not used previously in a live test or practice test. The Department's aim is to reduce the coachability, memorisation and rote learning of the tests to ensure the tests can identify gifted, talented, and high potential students.</p>
<p>11. Would we be able to commercialise 'old' practice papers once current practice papers are retired?</p>	<p>Commercialisation implies the selling of test papers for profit or gain. The Department will not allow the commercialisation of test papers or similar, from its suppliers. Currently the Department or its suppliers do not commercialise old practice papers or questions. The department offers free test technical specifications, information, and past papers for students. The Department believes in equity of access for all such materials and charging a price may disadvantage some student groups. Additionally, if the supplier was to commercialise materials that complement the test materialise, the Department would view this a potential conflict of interest to the supplier's role as test supplier.</p>
<p>12. How many versions of each test are you expecting to be produced each year? The documentation only refers to 'multiple tests' but this will impact the size of the item bank that would needs to be able to be 'increased at pace'.</p>	<p>The Department is proposing to conduct the placement tests concurrently in the same period over several days. The indicative test period is early May with testing to occur over several days, possibly from Friday to Monday including the weekend (Saturday and Sunday). A supplementary test period of 1 or 2 days will also be scheduled 2-3 weeks after the main testing period for students that were unable to sit the placement tests in the main testing period due to an approved illness or misadventure request. With this proposed model there will be 4 days core testing and 2 days supplementary tests. Each day will be split into 2 sessions. Overall, the minimum requirement will be for 12 separate tests with 6 for OC and 6 for SHS. If additionally providing the 8–12-year placement tests, the supplier's approach for these tests will determine how many tests are required. This will be discussed further with the successful supplier(s) during the detail planning and transition phase. In addition to this approach, suppliers may also propose additional testing options for consideration.</p>

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## Addendum

<p>13. Are you able to provide any further information on what is currently going well with the current state selection test and what hasn't worked well? What are the main changes for 2025 onwards.</p>	<p>The Department, over the last few years has made improvements with the test design and specifications that allows for the improved identification and discrimination of gifted, talented, and high potential students in the upper top end. The test content is less coachable and culturally inclusive to ensure it is accessible to all student groups.</p> <p>The Department has also modernised its key business processes from applications, reasonable adjustments, selection, and placement to ensure it maintains leading test administration practices.</p> <p>From a computer-based test delivery perspective, the current paper-based testing model, which tests all students in approximately 180 NSW department secondary schools at the same time with the same placement test presented several challenges and risks in using this model for computer-based tests. They include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• The availability of sufficient and compatible computer devices in test centre schools that will not impact the learning of other students in the school.</li> <li>• IT support of devices in schools</li> <li>• Inability to reschedule test sessions to other days if there are technical issues, which is a mitigation available for other computer-based tests such as NAPLAN.</li> <li>• Sufficient physical space in schools and IT W/FI and power infrastructure to concurrently test many students.</li> <li>• Sourcing and training the invigilation workforce for a large single test day event in a large number of venues. (180+ if conducted in secondary school and 1100+ if conducted in primary schools)</li> </ul> <p>Learnings from pilots and conducting the 2021 Opportunity Class Placement Tests as a modified computer-based test have determined that both the test delivery model and test centre model needs to be modified to mitigate these risks and support a successful transition to computer-based selective education placement tests.</p> <p>To successfully deliver the computer-based test in 2025 and beyond, the Department understands the need to transform its current operating model and is looking for its supplier/s to collaborate and be part of the change.</p>
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## End of Addendum

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## Addendum

### Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	1 May 2023
<b>ADDENDUM NO.</b>	5
<b>PAGES</b>	2
<b>DATE OF ISSUE</b>	5 April 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenders are to acknowledge in writing inclusion of this addendum in their tender response.

<b>RFT #</b>	<b>REQUEST FOR INFORMATION</b>	<b>DOE RESPONSE</b>
1.	<p><b>PART C - Returnable Schedule - Lot 1 – Component A Questionnaire NF</b></p> <p>UE – 6 - How does this relate to working offline, is it adaptive testing. Content does adapt to the student device type but not through AI, is that what DOE are looking for?</p>	<p>DOE is looking for a consistent testing experience for the user, the testing platform should provide a seamless interaction whether the test is online or offline with accessibility functions linked to user profiles.</p> <p>In the event the suppliers are providing adaptive testing this can function both online and offline.</p> <p>Online in this instance means the device is connected to the internet and has connectivity to the supplier's system, and offline means the device has no internet connection or has lost internet connectivity to the supplier's system.</p>
2.	<p><b>PART C - Returnable Schedule - Lot 1 – Component A Questionnaire</b></p> <p>TD-7 – For the computer-based practise test, should we assume that there is one practise test for the SHS and OC test and to apply all reasonable</p>	<p>There is the requirement for one online computer-based practise test for the SHS and OC each year.</p> <p>The online computer-based practise tests should allow students to become familiar with the style, format and questions for the test and</p>

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## Addendum

<p>adjustments for the current NAPLAN practise test as this will effect the number of test versions needed?</p>	<p>for reasonable adjustments functionality to be experienced and tested. The Department wants to ensure students can access the online practise test to determine what reasonable adjustments could support them taking the test. These adjustments can include but are not limited to zoom magnification, colour, contrast, audio and navigation (keyboard short cuts).</p> <p>Application of reasonable adjustments for practice tests should be at minimum the same adjustments for NAPLAN in the paper and computer-based tests must be supported along with complying with legislation. These are found here:</p> <p><a href="#">Disability adjustments   NSW Education Standards.</a></p> <p><a href="#">Disability Discrimination Act 1992</a></p> <p><a href="#">Disability Standards for Education 2005</a></p> <p><a href="#">Disability Inclusion Act 2014 No 41</a></p>
<p>3. <b>Part B – Specifications Lot 2 - B1. Venue Sourcing and Test Centre Management - VSTMC – 1</b></p> <p>The embedded file “Application Data Modelling SHS and OC.xlsx” does not open. Can DOE please issue this file as a separate attachment?</p>	<p>Compatibility for future reasonable adjustments should be incorporated in the computer-based testing product roadmap and not be custom development at the department’s expense.</p> <p>This file has been included as an attachment to this addendum.</p>

### Appendices to Addendum 5

DOCUMENT NUMBER	TITLE	REVISION	DATE
1	Application Data Modelling SHS and OC.xlsx	1.0	28 February 2023

**End of Addendum**

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## Addendum

### Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	1 May 2023
<b>ADDENDUM NO.</b>	6
<b>PAGES</b>	1
<b>DATE OF ISSUE</b>	17 April 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

RFI #	REQUEST FOR INFORMATION	DOE RESPONSE
1.	Can DOE confirm if existing school venues can be used as Test Centres?	<p>It is the preference of the Department to use external venues for conducting computer-based testing. The use of school venues for the paper-based test is increasingly becoming disruptive to school learning and operations. We expect the added complexity of the setting up of devices and readiness of the test centre venue with computers to be even more disruptive to schools. IT and power infrastructure is also a limitation with school halls and rooms ready for mass computer-based testing.</p> <p>The Departments thinks the availability and access of external test centre venues to be easier in metropolitan and some regional areas with higher population densities and thus the Department's preference to use external test centres in these areas.</p> <p>In rural and more remote areas, school venues or department offices may need to be used as test centre venues if there is limited availability of external test centre venues in rural and remote areas.</p> <p>As such there may be a "hybrid" test centre model whereby both external and Department test centre venues are used. This will be discussed and negotiated with the successful supplier(s).</p>

**End of Addendum**



## Addendum

### Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	8 May 2023
<b>ADDENDUM NO.</b>	7
<b>PAGES</b>	1
<b>DATE OF ISSUE</b>	19 April 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

#### Amendments to Tender

Please be advised that the RFT closing date and time has been postponed to 10am AEST, Monday 8 May 2023. Also, the deadline for queries will now be 5pm AEST, Wednesday 26 April 2023.

**End of Addendum**



## Addendum

### Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	8 May 2023
<b>ADDENDUM NO.</b>	8
<b>PAGES</b>	1
<b>DATE OF ISSUE</b>	21 April 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

RFI #	REQUEST FOR INFORMATION	DOE RESPONSE
1.	<p>Can DOE please confirm the following details for Item Development:</p> <p><b>Initial 5 Year Term</b> – August 2023-August 2028</p> <p>2024 Item Development for 2025 Test Period            2025 Item Development for 2026 Test Period            2026 Item Development for 2027 Test Period            2027 Item Development for 2028 Test Period            *4 Years of Item Development in total?</p> <p><b>Optional 5 Year Extension</b> – August 2028-August 2033</p> <p>2028 Item Development for 2029 Test Period            2029 Item Development for 2030 Test Period            2030 Item Development for 2031 Test Period            2031 Item Development for 2032 Test Period            2032 Item Development for 2033 Test Period            *5 Years of Item Development in total?</p>	<p>Yes, this is correct.</p>
2.	<p>In relation to the Pilot year in 2024 would we providing Invigilators/Venues for the pilot?</p> <p>If so should pricing reflect full roll-out and required Invigilators/venues from 2025 testing onwards? i.e. 2025-28 (4 years) for the initial 5-year terms and a further 5 years for the optional extension</p>	<p>For the pilot, we would like to conduct the pilot with all suppliers fulfilling their roles and providing services in the pilot as it were a live test. The pilot will involve testing key test processes such as reasonable adjustments and test administration.</p> <p>Ideally, the pilot would involve trialling 5-10% of the total candidate of students sitting the test. The exact % will be discussed with the suppliers.</p> <p>In response to the second part of the question. Yes, please include this as an assumption in your response and pricing noting your key assumptions in the pricing.</p>

### End of Addendum



## Addendum

## Addendum

<b>RFT ID</b>	DOE03514/22
<b>TENDER NAME</b>	Test Centre Management Services Panel - Selective High School and Opportunity Class Computer-Based Placement Tests
<b>TENDER CLOSING DATE</b>	8 May 2023
<b>ADDENDUM NO.</b>	9
<b>PAGES</b>	2
<b>DATE OF ISSUE</b>	26 April 2023

This Addendum forms part of the tender documents for the above mentioned RFT.

Tenderers are to acknowledge in writing inclusion of this addendum in their tender response.

RFI #	REQUEST FOR INFORMATION	DOE RESPONSE																				
1.	<p>In <b>DOE03514-22 - PART B - Specifications</b>, could you please clarify what the “<b>reference data</b>” is in the “Other Non-Functional – UE. User Experience – Data Management – DA-13” as the table below?</p> <table border="1"> <thead> <tr> <th>Req #</th> <th>Req</th> <th>Priority</th> <th>Requirement Description</th> <th>Lot</th> </tr> </thead> <tbody> <tr> <td colspan="5"><b>Other Non-Functional</b></td> </tr> <tr> <td colspan="5"><b>UE. User Experience</b></td> </tr> <tr> <td>Data Management</td> <td>DA - 13</td> <td>Required</td> <td> <p>The solution shall provide sustainable mechanism for reference data management</p> <ul style="list-style-type: none"> <li>Reference data must not be hard coded</li> <li>Online facilities for application administrators to maintain reference data</li> <li>The solution should include field level error checking utilizing the reference data to ensure data entered is within acceptable values/range</li> <li>If required, the solution should have the facilities to obtain and update reference data from external sources.</li> </ul> </td> <td>Lot 1</td> </tr> </tbody> </table>	Req #	Req	Priority	Requirement Description	Lot	<b>Other Non-Functional</b>					<b>UE. User Experience</b>					Data Management	DA - 13	Required	<p>The solution shall provide sustainable mechanism for reference data management</p> <ul style="list-style-type: none"> <li>Reference data must not be hard coded</li> <li>Online facilities for application administrators to maintain reference data</li> <li>The solution should include field level error checking utilizing the reference data to ensure data entered is within acceptable values/range</li> <li>If required, the solution should have the facilities to obtain and update reference data from external sources.</li> </ul>	Lot 1	<p>Reference data characterises data and relates data to information in both internal and external databases. These defined sets rarely change and data users consistently use them in lookup tables, drop down lists or pre-filled forms.</p> <p>Some examples relevant to this RFT would be:</p> <ul style="list-style-type: none"> <li>Postal codes</li> <li>Status</li> <li>Gender</li> <li>Aboriginality</li> <li>Reasonable adjustment codes (disability)</li> <li>State code</li> <li>Country codes (overseas/international applications)</li> <li>School code</li> <li>LGA</li> <li>SAA</li> </ul>
Req #	Req	Priority	Requirement Description	Lot																		
<b>Other Non-Functional</b>																						
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Data Management	DA - 13	Required	<p>The solution shall provide sustainable mechanism for reference data management</p> <ul style="list-style-type: none"> <li>Reference data must not be hard coded</li> <li>Online facilities for application administrators to maintain reference data</li> <li>The solution should include field level error checking utilizing the reference data to ensure data entered is within acceptable values/range</li> <li>If required, the solution should have the facilities to obtain and update reference data from external sources.</li> </ul>	Lot 1																		

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<p>2.</p>	<p>In <b>DOE03514-22 - PART C - Returnable Schedule - Lot 1 – Component A Questionnaire NF</b> document, <b>PER-6</b> (below)</p> <table border="1" data-bbox="1077 293 1209 1391"> <tr> <td data-bbox="1077 293 1093 436"><b>PER – 6</b></td> <td data-bbox="1077 436 1093 616"><b>Support and Service Desk</b></td> <td data-bbox="1077 616 1093 1391"> <p>Solution will be backed up with a minimum of 2 levels of support.</p> <ul style="list-style-type: none"> <li>• On-site desktop support and immediate hardware replacement for individual failures</li> <li>• Off-site diagnosis of network issues</li> </ul> </td> </tr> </table> <p>This seems to be about the supply of laptops and support for the venues (LOT2 D). If it is for Lot1, can DOE please provide further details about what is required?</p>	<b>PER – 6</b>	<b>Support and Service Desk</b>	<p>Solution will be backed up with a minimum of 2 levels of support.</p> <ul style="list-style-type: none"> <li>• On-site desktop support and immediate hardware replacement for individual failures</li> <li>• Off-site diagnosis of network issues</li> </ul>	<p>Support and Service will be required for Lot 1 (Computer Based Test Delivery) and Lot 2 (Device and IT management). The Support and Service Desk will fulfil functions like but not restricted to:</p> <ul style="list-style-type: none"> <li>▪ Monitoring and maintaining solution provided in lot 1 and network compatibility.             <ul style="list-style-type: none"> <li>○ Compatibility with existing and emerging technology (whether provided as a stand-alone application or web based)</li> <li>○ Ensuring that the solution in lot 1 that Client Firewall Configuration and whitelists where required are implemented.</li> </ul> </li> <li>▪ Responding in a timely manner to service issues and requests             <ul style="list-style-type: none"> <li>○ Application / solution / session issue resolution</li> <li>○ Diagnose, prioritise level of support and delegate the correct channel for resolution. (Application, network, device)</li> </ul> </li> <li>▪ Testing new technology             <ul style="list-style-type: none"> <li>○ Quality assurance testing / user acceptance testing.</li> </ul> </li> <li>▪ Providing technical support across the organisation(s) (this may be in person or over the phone)</li> <li>▪ Setting up accounts for new users             <ul style="list-style-type: none"> <li>○ Access and security based on roles</li> </ul> </li> <li>▪ Diagnose the need for repair or replacing equipment as necessary (Lot D)</li> <li>▪ Possibly training staff</li> </ul>
<b>PER – 6</b>	<b>Support and Service Desk</b>	<p>Solution will be backed up with a minimum of 2 levels of support.</p> <ul style="list-style-type: none"> <li>• On-site desktop support and immediate hardware replacement for individual failures</li> <li>• Off-site diagnosis of network issues</li> </ul>			

**End of Addendum**



**Annexure H to Order Form – Contract Management Plan**



# CONTRACT MANAGEMENT PLAN

## Selective High School and Opportunity Class Placement Tests and Test Centre Management Services

### Preamble

The Contract Management Plan (CMP) is a tool to implement and manage the Agreement. It gives an overview of the governance of the Agreement from an operational, financial and performance reporting perspective. It should be familiar to, acknowledged and signed, at a local level, by operational managers of the Agreement from both the Department and the Supplier.

Should there be any conflict between the Agreement (including all of its schedules and attachments) and this CMP, the Agreement shall prevail. Capitalised terms not defined in this CMP have the same meaning given to them in the Agreement.

The CMP is a living document throughout the term of the Agreement and should be reviewed as required, but at least annually. When varying this CMP, the Agreement's Change Request procedure should be followed.

### Version Control

Version	Date	Changes
0.1	x/xx/xx	Initial draft

### Document sign off

Whilst this CMP forms part of the contract and consequently signed off in the execution page of the contract, it is intended that Level 3 position holders of the respective parties identified in Section 2.1 below are to sign off below during the onboarding process. This ensures that personnel of the respective parties in the operational level fully understand how the contract is to be managed.

### Department sign off

Signatories are to be the operational Contract Manager e.g. the person at the Department who will operationally manage this contract (Level 3 position holder cited in Section 2.1 below):

Name	[REDACTED]	Position	Director, Selective Education Program
Signature	[REDACTED]	Date	/ /

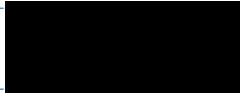
### Supplier sign off

Signatories are to be the person at the supplying company who will operationally manage this contract (Level 3 position holder cited in Section 2.1 below):

Name	[REDACTED]	Position	Sales Director
------	------------	----------	----------------



Signature



Date

6/2/2024 | 11:09:57 AEDT



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## 1. Contract Summary

<b>Start date</b>	Commencement Date	<b>Term</b>	5 years with an optional 5-year Renewal Period																																													
<b>Background</b>	The Department engaged the Supplier to conduct its Selective Education placement tests via computer-based delivery in a fully outsourced model where the placement tests are conducted predominantly in external test centres with external test invigilators, external devices and other supporting equipment.																																															
<b>Business / Contract Objectives</b>	<p>The Supplier's Activities are to provide end to end Services for the design, development, scoring and marking of the Selective Education placement tests and test management centre Services for conducting and administering the tests.</p> <p>The core objectives of the Suppliers Activities are as follows:</p> <ul style="list-style-type: none"> <li>– Develop a Test strategy, specifications and Test items for the Program placement tests that meet the requirements of the Department in identifying high performing and gifted students for placement into the Program.</li> <li>– Additional objectives include the scoring and marking of the test results and reporting of test performance</li> <li>– Conduct the Program placement tests via computer-based test delivery where the tests are predominantly conducted in external test centre venues by external test invigilators (in accordance with the department requirements) on external computer devices and supporting equipment</li> <li>– Provide project management resourcing and coordination to deliver the above objectives</li> </ul>																																															
<b>Key deliverables</b>	<p>Deliverables to be provided are below:</p> <p><b>Transition In</b></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Deliverable</th> <th>Format</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project management plan and schedule</td> <td>Document</td> <td>Once off – year 1</td> </tr> <tr> <td>2</td> <td>System interface design specifications</td> <td>Document</td> <td>Once off – year 1</td> </tr> <tr> <td>3</td> <td>Computer-based test platform development and configuration</td> <td>Software development and APIs</td> <td>Once off – year 1</td> </tr> <tr> <td>4</td> <td>Delivery and testing of all system interfaces</td> <td>APIs and document (test report)</td> <td>Once off – year 1</td> </tr> <tr> <td>5</td> <td>Pilot test (Lot 1, Lot 2B and Lot 2C) report</td> <td>Document</td> <td>Once off – year 1</td> </tr> <tr> <td>6</td> <td>Business Contingency Plan</td> <td>Document</td> <td>Annual</td> </tr> </tbody> </table> <p><b>Deliverable for placement tests cycle</b></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Deliverable</th> <th>Format</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Test Strategy</td> <td>Document</td> <td>Annual</td> </tr> <tr> <td>2.</td> <td>Test Design</td> <td>Document</td> <td>Annual</td> </tr> <tr> <td>3.</td> <td>Test Specification</td> <td>Document</td> <td>Annual</td> </tr> </tbody> </table>				No.	Deliverable	Format	Frequency	1	Project management plan and schedule	Document	Once off – year 1	2	System interface design specifications	Document	Once off – year 1	3	Computer-based test platform development and configuration	Software development and APIs	Once off – year 1	4	Delivery and testing of all system interfaces	APIs and document (test report)	Once off – year 1	5	Pilot test (Lot 1, Lot 2B and Lot 2C) report	Document	Once off – year 1	6	Business Contingency Plan	Document	Annual	No.	Deliverable	Format	Frequency	1.	Test Strategy	Document	Annual	2.	Test Design	Document	Annual	3.	Test Specification	Document	Annual
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2.	Test Design	Document	Annual																																													
3.	Test Specification	Document	Annual																																													







4.	CBT Student Practice Tests with answers	Electronic (within CBT platform)	Annual or as agreed
5.	Student Practice Tests with answers	Document (accessible PDF)	Annual or as agreed
6.	Supplier panelled test items for department test diversity and inclusion test panelling	Electronic (within CBT platform)	Annual
7.	Test item trial results and analysis	Document	Annual
8.	Live versions of the SHS and OC placement tests	Electronic (within CBT platform)	Annual
9.	Scoring and scaling algorithm	Document	Annual
10.	SHS and OC placement test scoring data	Electronic (via API)	Annual
11.	Malpractice outcomes	Electronic (via API)	Annual
12.	Annual SHS and OC placement test review	Document	Annual
13.	Provision of computer-based test platform, Electronic (within CBT platform)	Electronic (within CBT platform)	Annual
14.	Training - Electronic and documents	Electronic and documents	Annual
15.	Support for reasonable adjustments (disability adjustments) both within the computer-based test platform and paper-based tests and braille where required.	Electronic (within CBT platform)	Annual
16.	Support guide	Document	Annual
17.	Support information	Document	Annual
18.	Test centre network plan and status reporting	Document	Annual
19.	Student allocations to test centre venues	Electronic (via API)	Annual
20.	Test centre setup checks and reports	Document	Annual

	21.	Invigilator resourcing plan and status reporting	Document	Annual
	22.	Invigilator compliance reporting and test centre assignment	Electronic (via API)	Annual
	23	Test administration guides and training	Document and electronic	Annual
	24	Test administration data (i.e. attendance and incident reports)	Electronic (via API)	Annual
	25	Reconciliation report of any paper-based tests	Document	Annual
	26	Project plan and schedule	Document	Annual
	27	Status report	Document	weekly
	28	Service level reporting	Document	Monthly
	29	Confidentiality and probity compliance statement	Document	Annual

## 2. Contacts

Map of Management/Escalation Relationships

Department	Supplier
<b>Position: Executive Director, Educational Services</b>  Role: Level 1 (top) Escalation	<b>Position: Group Executive, Customer and Event Support</b>  Role: Level 1 (top) Escalation
<b>Position: Director, Student Assessment and Online Reporting</b>  Role: Level 2 Escalation	<b>Position: Head of Janison Exam Management</b>  Role: Level 2 Escalation
<b>Position: Director, Selective Education Program</b>  Role: Level 3 Escalation & Contract Manager (day-to-day contract delivery contact)	<b>Position: Sales Director</b>  Role: Level 3 Escalation & Contract Manager (day-to-day contract delivery contact)



### 3. Personnel

Supplier to provide details of all contract management and delivery personnel including facilitators, administrations personnel etc.

Name	Position	Role
	Group Executive	<ul style="list-style-type: none"> <li>Strategic oversight of the program and point of escalation for all items that are unable to be resolved by level 2 escalation.</li> </ul>
	Head of JEM	<ul style="list-style-type: none"> <li>Point of escalation for issues that are unable to be resolved by the combined Supplier and Customer project team.</li> </ul>
	Event Delivery Manager	<ul style="list-style-type: none"> <li>Dedicated point of contact for customer queries, and regular communication to ensure that all requirements are met for the examination period.</li> <li>Management of venue sourcing activities.</li> <li>Development of project planning and procedural documentation specific to each event.</li> </ul>
	Project Manager	<ul style="list-style-type: none"> <li>Ensure that all Deliverables are being completed within agreed timeframes.</li> <li>Effectively manage the scope of Deliverables as per the specifications.</li> <li>Management of any changes to scope of the Supplier's work (as agreed between the Parties) as part of the agreed change process.</li> </ul>
	Head of Product Solutions	<ul style="list-style-type: none"> <li>Overall technical design authority for project</li> <li>Develop and maintain the overall technical architecture and vision and specifications documents in accordance with the technical specification and in consultation with the Customer.</li> </ul>
	Sales Director	<ul style="list-style-type: none"> <li>Overall contract authority and point of escalation for all commercial items.</li> </ul>
	Senior Assessment Advisor	<ul style="list-style-type: none"> <li>Management of the overall test delivery team.</li> <li>Responsible for (internal) review and revision of test strategy.</li> </ul>
	Assessment Manager	<ul style="list-style-type: none"> <li>Day-to-day management of the assessment development and production processes.</li> <li>Support technical delivery, the wider delivery team and partners, as well as the Department.</li> </ul>
	Assistant Director - Educational Projects and Process Design	<ul style="list-style-type: none"> <li>Responsible for the operational and logistical activities to be carried out by Cambridge,</li> <li>Production of braille question papers to support candidates who require reasonable adjustments.</li> <li>Management of a team of Examiners responsible for the marking of the written items.</li> </ul>





		<ul style="list-style-type: none"> <li>• Management of a team of Test Observers.</li> </ul>
	Head of Delivery	<ul style="list-style-type: none"> <li>• Responsible for the overall implementation of the project management to be carried out by Cambridge.</li> <li>• Point of escalation as part of the Cambridge governance structure.</li> <li>• Ensuring the lessons learnt from the current SHS and OC contract are taken into consideration.</li> <li>• Providing a consistency in approach and expertise from working on numerous global admissions testing contracts.</li> </ul>
	Project Manager	<ul style="list-style-type: none"> <li>• Responsible for progressing the NSW Selective High School (SHS) and Opportunity Classes (OC) Placement Tests project through the delivery stages.</li> <li>• Ensuring tasks are completed to schedule.</li> <li>• Working with service delivery partners to ensure test delivery schedules are executed effectively.</li> <li>• Identifying and monitoring project risks, establishing and managing reviews to identify, address and positively resolve issues.</li> <li>• Reporting on team's progress in relation to pre-agreed plans in meetings.</li> <li>• Building and maintaining collaborative working relationships with key stakeholders.</li> </ul>

- a) Without prejudicing the parties' rights and obligations in the Agreement, the Supplier shall not change its personnel identified in the table above without prior approval from the Contract Manager.

### 3. Department Key Stakeholders

Role/Resource	Name	Key Responsibilities
Executive Director, Educational Services		<ul style="list-style-type: none"> <li>• Strategic oversight of the program and point of escalation for all items that are unable to be resolved by level 2 escalation.</li> </ul>
Director, Student Assessment and Online Reporting		<ul style="list-style-type: none"> <li>• Director, Student Assessment and Online Reporting, Department business owner of the Statement of Work and Contract with Janison</li> <li>• Business owner of the Selective Education Unit and Selective Education Program</li> <li>• Point of escalation for issues that are unable to be resolved by the Director, Director, Selective Education Program</li> </ul>



Director, Selective Education Program	[REDACTED]	<ul style="list-style-type: none"> <li>• Key management contact for the Supplier, responsible for the contractual and commercial management of the Supplier</li> <li>• Point of escalation for issues that are unable to be resolved by the Supplier, and Customer project team</li> <li>• Point of communication for Supplier senior management team and personnel. Point of escalation for any contractual, commercial or budget issues, project resource conflicts, milestone risks and issues/disagreements from the governance meetings.</li> <li>• Department's Contract Manager</li> </ul>
Project Manager	[REDACTED]	<ul style="list-style-type: none"> <li>• Development of customer project schedule, work with the Supplier on overall project schedule</li> <li>• Project manage progress of the project schedule, project deliverables and performance of the project, ensure project milestones are achieved, project standards and quality of deliverables are maintained as per agreement</li> <li>• Management of any changes to scope of work and subsequent change requests</li> <li>• Key project and operational contact for the Supplier, manage and resolve any project issues and escalations with the Supplier</li> <li>• Work with the Supplier to ensure deliverables meet agreed standards</li> <li>• Ensure operational and technical readiness to accept Supplier deliverables</li> <li>• Provide proactive and regular communication and feedback to the supplier regarding project progress, risks, issues and mitigations.</li> <li>• Attend and co-facilitate regular Weekly Status meetings, Senior Management meetings or steering committee meetings as agreed</li> <li>• Manage and maintain risk and issues register and mitigations.</li> <li>• Provide recommendations for improvement and execute if agreed by the Supplier.</li> <li>• Manage customer project team members</li> </ul>
Customer Subject Master Experts and Key Stakeholders	[REDACTED]	<ul style="list-style-type: none"> <li>• Manage and deliver project and business as usual activities according to the agreed schedule and plan</li> <li>• Provide subject matter expertise and advice on placement technical and operational matters, representing the interests of Department of Education stakeholders</li> <li>• Review and approval of project scope and deliverables</li> </ul>

If during the Term there are any material changes to list of Department's key stakeholders set out above that will impact the Supplier's Activities, the Department will reasonably communicate the changes to the Supplier.

#### 4. Communication



To be clear, the below does not prejudice the parties' rights and obligations set out in the Agreement regarding confidentiality and marketing and communications to Schools.

#### **External Communication**

No external communications other than initial market announcements and ASX disclosures is expected other than in accordance with the GIPA Act.

No responses should be provided to any media organisation. All media enquiries must be referred to the departments Media Unit [REDACTED]

#### **Project Communications**

The Supplier shall communicate with the Department's nominated contacts where required in the delivery of the Program. Should the Supplier require to communicate with anyone other than the nominated contacts or specified partners, for the purposes of Service delivery, the Supplier shall seek approval in writing prior to doing so.

#### **Contract Management Communications**

All communication about the Agreement and its Deliverables will be through the Department's nominated contacts or other appointed delegate.

#### **Communications with Schools**

The Supplier shall not communicate with Schools or other internal stakeholders under the auspices of the Agreement unless it is outlined in the Statement of Work and directed by, or prior approval received from the Contract Manager to deliver Services. Unsolicited communication is not permitted.

## **5. Disclosure**

The Department's Contract Manager is responsible for ensuring the contract details are publicly disclosed as required under the GIPA Act. The Contract Manager will work with Procurement to publish these on the NSW eTendering system.

## **6. Purchase to Pay Processes**

The Supplier will be given a Purchase Order number. All invoices must reference the Department's Purchase Order number. The Purchase Order number will be generated and sent to the Supplier following Agreement execution.

The invoice must include milestone details and any additional information required by the Contract Manager.

Payment cannot be made if this is not provided or accurate on the invoice.

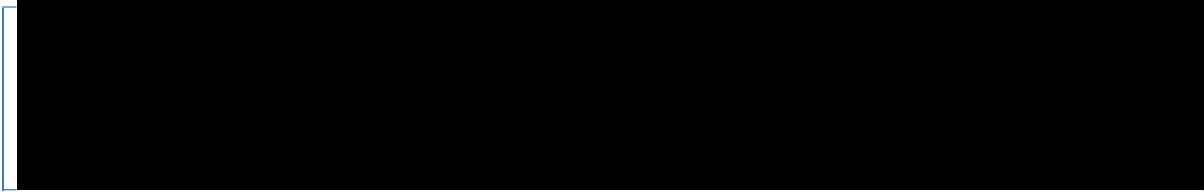
On presentation of an accurate invoice, payment will be made in accordance with the Agreement payment terms.

#### **Invoicing Milestones**

The invoicing milestones are detailed in the relevant Statement of Work.



## 7. GL Account Numbers and Vendor IDs



## 8. Governance

Refer to TAB A Governance Meeting Framework

## 9. Reporting

Reporting requirements are defined in the Statement of Work and Annexure D to Order Form (Service Level Agreement), Aboriginal Participation Plan and SME and Local Participation Plan. The format of the Service Level reports must be agreed by the Customer Contract Manager and the Supplier Contract Manager (level 3 position holders) within three (3) months of the Commencement Date and must cover each type of Service Levels defined in the Service Level Agreement. After the format of the Service Level reports has been agreed, changes can be made with the approval of the Customer Contract Manager and the Supplier Contract Manager (level 3 position holders) according .

## 10. Meetings and Reviews

The governance meeting framework is defined in TAB A that will occur throughout the Agreement. Location of meetings will be as negotiated between the parties and include a video-link option. All meetings will have a standing agenda including agreed items, and all meetings will be minuted and records kept in a shared location.

The governance meeting framework can be updated with the approval of the Customer Contract Manager and the Supplier Contract Manager (level 3 position holders) in accordance with the Change Control Procedure.

## 11. Transition

### Transition In Requirements

Following Agreement commencement the Department shall provide the Supplier with the following:

- A purchase order number
- Content and materials considered relevant by the Department for the SoW.

The Department will also arrange a contract kick-off meeting(s) for the purpose of:

- meeting the Supplier's Nominated Personnel
- introducing relevant team members within the Department
- establishing the survey questions the Supplier requires in program evaluation survey
- clarifying any expectations



Refer to the SoW for the descriptions of the Transition-In Services to be provided by the Supplier.

### Transition Out Requirements

On completion of Service delivery each Placement Test Cycle the Supplier will deliver all intellectual property electronically to the Contract Manager in a format approved by the Department.

On transition to a new supplier, the Supplier shall attend any handover meetings as requested by the Contract Manager.

## 12. Probity

The Supplier's attention is drawn to the Agreement clauses dealing with:

- Confidentiality
- Privacy
- Conflict of Interest
- Marketing and communication with Schools

These requirements extend to the Supplier's Personnel.

## 13. Performance

Refer to Annexure D to Order Form (Service Levels Agreement)

## 14. Consequences

If the Supplier breaches any Service Levels, the applicable service credits that the Customer will be entitled to are defined in Annexure D to Order Form (Service Levels Agreement).

The Agreement also sets out the parties' rights regarding delays and termination.

## 15. Disputes

Operational issues are to be handled between the Department and Supplier Contract Managers within a reasonable timeframe, in preference to escalation.

Should an outcome not be agreed to, escalation will be in accordance with clause 2.1 Map of Management/Escalation Relationships of this CMP.

Should issues still be outstanding then the parties agree to resolve any conflicts or issues in accordance with the Agreement.



## 16. Variations

If a party wishes to change the scope a SoW, that party will raise a Change Request to be discussed with the other party in good faith. The instigator of the variation must commence the process in writing to the intended party with any or all supporting documentation in order for considered reviews to be undertaken. All SoW variations, if accepted, are to be agreed in writing by both parties who have the appropriate delegation to execute. The process is outlined in the Agreement.

Any Agreement variation requests must be consulted with the Department's Contract Manager.

## 17. Risk Management

. Refer to Annexure E to Order Form (Risk management) in the Agreement.

**18. Insurance**

The Supplier's insurance policies are outlined as follows

Insurance Type	Insurer	Policy No.	Insured Amount	Expiry Date	Exclusions
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[Redacted Content]					
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**TAB A : Governance Meeting Framework**



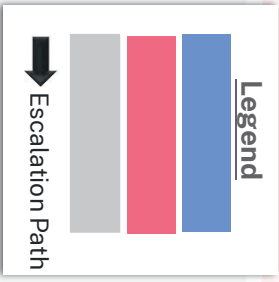
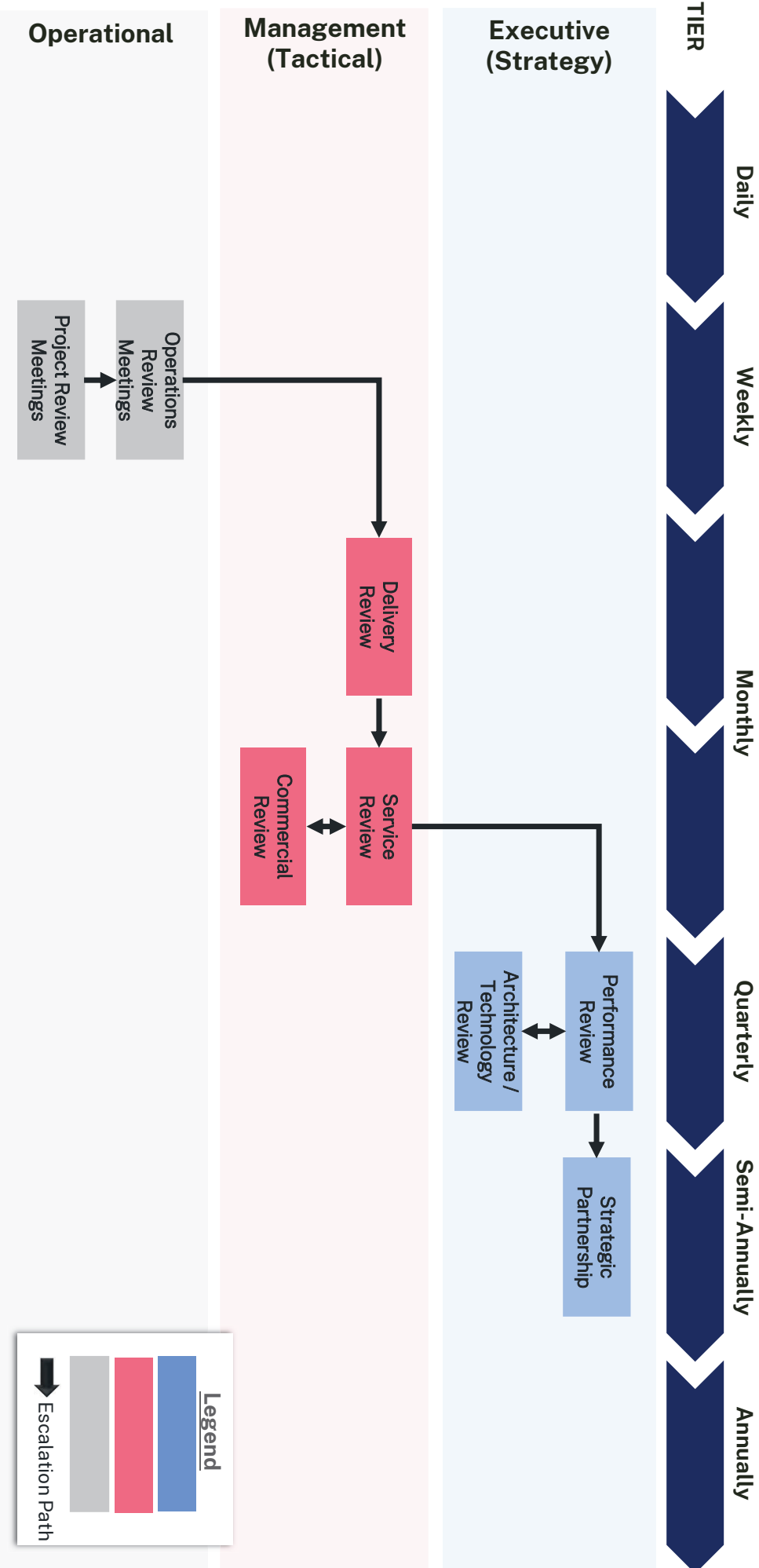
# Selective High School and Opportunity Class Computer-Based Placement Tests Test Management Services

**TAB A: Governance Meeting Framework**

**30 January 2024**

# Department – Janison Governance Meeting Framework (1 of 3)

Ensures coverage of the organisation at all levels. Maintains communication channels for relationship, operations and strategy



# Department – Janison Governance Meeting Framework (2 of 3)

Executive Management		Janison owner	Recommended frequency
Strategic Partnership / Senior Executive Meeting	Group Executive		Bi-Annual
Architecture / Technology Review	Head of Product Solutions		Quarterly
Account Performance Review	Sales Director		Quarterly
<b>Management (Tactical) *</b>			
Delivery Review	Sales Director		Monthly
Service Management Review	Sales Director		Monthly
Commercial Review	Sales Director		Monthly / Quarterly
<b>Operational Management #</b>			
Operations Review	Event Delivery Manager		Weekly
Project Review	Project Manager/s		Weekly

- Meeting owners are bolded on the meeting charters
- Meeting owners are responsible for scheduling the recurring meetings 12 months in advance
- Meeting owners are responsible for issuing the agenda in advance and the meeting minutes

\* Maybe combined in one meeting

# Maybe combined in one meeting; Operations Review meeting maybe not be required for the start of year 1. Project Review meeting will cease when transition in work completes in year 2.

# Department – Janison Governance Meeting Framework (3 of 3)

## Relationship Counterparts Matrix

BAU Role / Functions	Department		Janison		Cambridge	
	Role	Person	Role	Person	Role	Person
Executive Business Owner	Executive Director, Educational Standards		Group Executive		Head of Delivery	
Contract Owner	Director, Selective Education Program		Sales Director		Head of Delivery	
Operational Delivery	Leader, Selective Education Unit		Head of Janison Exam Management		Senior Assessment Advisor	
Commercial Manager	Director, Selective Education Program		Sales Director		Project Manager	
IT Architecture	VLE Platforms Manager		Head of Product Solutions		N/A	
Operational Delivery Manager/s	OC Placement Manager		Event Delivery Manager		In-Country Manager	
	SHS Placement Manager		Event Delivery Manager		In-Country Manager	

NSW Department of Education

# Executive Governance Forums

Selective High School and Opportunity Class  
Computer-Based Placement Tests  
Test Management Services

# Strategic Management Forums (1 of 3)



Governance Meeting	Attendees		Purpose	Recommended Frequency	Agenda Topics
	Department	Janison / Cambridge			
<b>Strategic Partnership / Senior Executive Meeting</b>	<ul style="list-style-type: none"> <li>▪ Dep Sec</li> <li>▪ Executive Director,</li> <li>▪ Educational Standards</li> <li>▪ Director, Student Assessment and Online Reporting</li> <li>▪ Director, Selective Education Program</li> <li>▪ Other invitees as identified</li> </ul>	<ul style="list-style-type: none"> <li>▪ Group Executive</li> <li>▪ Sale Director</li> <li>▪ Head of Product Solutions</li> <li>▪ Head of Delivery</li> <li>▪ Other invitees as identified</li> </ul>	<ul style="list-style-type: none"> <li>▪ Strategic review of the account</li> <li>▪ Identify and discuss joint strategic business direction and opportunities</li> <li>▪ Review business trends</li> <li>▪ Approve long-term plans</li> </ul>	Bi- Annually	Strategic Goals: <ul style="list-style-type: none"> <li>▪ Ensure strategic goals, objectives and business strategy plans are being met</li> <li>▪ Review long-term plans and business trends</li> <li>▪ Monitor overall progress of the performance of the contract</li> <li>▪ Ensure goals are refreshed and objectives set</li> </ul> Innovation: <ul style="list-style-type: none"> <li>▪ Identify areas of potential innovation and share global strategies</li> <li>▪ Discuss innovation products and potential growth opportunities</li> </ul> Relationship <ul style="list-style-type: none"> <li>▪ Client satisfaction/benchmarking</li> <li>▪ Review relevant contract and performance issues</li> </ul>
Inputs		Source		Outputs	
<ol style="list-style-type: none"> <li>1. Janison and Cambridge progress update regarding joint strategic initiatives</li> <li>2. Annual financial results/reports</li> <li>3. Strategy and Technology Plan/Roadmap</li> <li>4. Service Delivery Annual Report</li> <li>5. Customer Satisfaction Annual report</li> <li>6. Industry Best Practice and Trends</li> <li>7. Innovation Opportunity Plan</li> <li>8. Key Role Changes</li> <li>9. Bench-marking results</li> </ol>		<ol style="list-style-type: none"> <li>1. Sales Director</li> <li>2. Sales Director</li> <li>3. Head of Product Solutions</li> <li>4. Sales Director</li> <li>5. Sales Director</li> <li>6. Head of Product Solutions</li> <li>7. Head of Product Solutions</li> <li>8. Sales Director</li> <li>9. Sales Director</li> </ol>		<ol style="list-style-type: none"> <li>1. Aligned Strategic Objectives (refreshed or validated)</li> <li>2. Joint Communication Plan (strategy, objectives)</li> </ol>	

# Strategic Management Forums (2 of 3)



Governance Meeting	Attendees		Purpose	Recommended Frequency	Agenda Topics
	Department	Janison / Cambridge			
<p><b>Account Performance Review</b></p>	<ul style="list-style-type: none"> <li>▪ Executive Director, Educational Standards Director,</li> <li>▪ Student Assessment and Online Reporting Director, Selective Education Program</li> <li>▪ Other invitees as identified</li> </ul>	<ul style="list-style-type: none"> <li>▪ Group Executive</li> <li>▪ Sale Director</li> <li>▪ Head of Product Solutions</li> <li>▪ Head of Delivery</li> <li>▪ Other invitees as identified</li> </ul>	<ul style="list-style-type: none"> <li>▪ Review of the account performance</li> <li>▪ Operational decision making</li> <li>▪ Drive improvement opportunities and initiatives</li> </ul>	Quarterly	<p><b>Service Delivery</b></p> <ul style="list-style-type: none"> <li>▪ Contract Performance against Service Level Agreements</li> <li>▪ Review Customer satisfaction surveys</li> <li>▪ Review &amp; Approve joint Services Technology Plan</li> <li>▪ Review joint Services Technology Plan status and recommendations</li> </ul> <p><b>Compliance</b></p> <ul style="list-style-type: none"> <li>▪ Risk Factors that may affect the account</li> <li>▪ Security Review</li> </ul> <p><b>Contract</b></p> <ul style="list-style-type: none"> <li>▪ Review changes or recommendations</li> <li>▪ Confirm application of service credits/incentives</li> </ul> <p><b>Projects</b></p> <ul style="list-style-type: none"> <li>▪ Review outstanding proposals and discuss status</li> </ul> <p><b>Governance</b></p> <ul style="list-style-type: none"> <li>▪ Key personnel changes</li> <li>▪ Governance Framework performance</li> </ul> <p><b>Continuous Improvement</b></p> <ul style="list-style-type: none"> <li>▪ Proposing and approving service improvement initiatives</li> <li>▪ Review, prioritise and monitor service improvement projects</li> </ul> <p><b>Finance</b></p> <ul style="list-style-type: none"> <li>▪ Financial and management viability</li> </ul>
Inputs	Source	Outputs			
<ol style="list-style-type: none"> <li>1. Issues and actions register</li> <li>2. Service Delivery Report, Cust Sat reports</li> <li>3. Financial Results (trending included)</li> <li>4. Contract Change and recommendations summary</li> <li>5. Governance status/dashboard</li> <li>6. Any SIP or Initiatives running – status</li> <li>7. Strategy and Technology Plan/Roadmap</li> <li>8. Information/Input for Improvement plans</li> </ol>	<ol style="list-style-type: none"> <li>1. Previous minutes</li> <li>2. Sales Director</li> <li>3. Sales Director</li> <li>4. Sales Director</li> <li>5. Sales Director</li> <li>6. Sales Director</li> <li>7. Sales Director</li> <li>8. Service Delivery Review Mtg</li> </ol>	<ol style="list-style-type: none"> <li>1. Aligned Strategic Objectives (refreshed or validated)</li> <li>2. Joint Communication Plan (strategy, objectives)</li> </ol>			

# Strategic Management Forums (3 of 3)



Governance Meeting	Attendees		Purpose	Recommended Frequency	Agenda Topics
	Department	Janison / Cambridge			
Architecture / Technology Review	<ul style="list-style-type: none"> <li>VLE Platforms Manager</li> <li>Director</li> <li>Student Assessment and Online Reporting</li> <li>Director, Selective Education Program</li> <li>Other invitees as identified</li> </ul>	<ul style="list-style-type: none"> <li>Sale Director</li> <li>Head of Product Solutions</li> <li>Head of Delivery</li> <li>Other invitees as identified</li> </ul>	Sets technology and innovation direction for the account	Quarterly	<ul style="list-style-type: none"> <li>Department business and IT strategy and associated architecture.</li> <li>Review Janison technology direction and technology portfolio investment strategy</li> <li>Develop joint annual technology plan</li> <li>Review innovation and develop an integrated plan of the account.</li> <li>Review technology standardisation.</li> <li>Review technology research.</li> </ul>
Inputs			Outputs		Escalation Path
<ul style="list-style-type: none"> <li>Janison and Cambridge roadmaps</li> <li>department Strategies and roadmaps</li> </ul>			<ul style="list-style-type: none"> <li>Strategic Business Plan</li> <li>Technology Plan</li> <li>Communications of Technology plan</li> </ul>		Account Performance Review



NSW Department of Education

# Account Management Governance meetings (Tactical)

Selective High School and Opportunity Class  
Computer-Based Placement Tests  
Test Management Services

# Tactical Management Forums (1 of 3)



Governance Meeting	Attendees		Purpose	Recommended Frequency	Agenda Topics
	Department	Janison / Cambridge			
<p><b>Delivery Review</b></p>	<ul style="list-style-type: none"> <li>▪ Director, Selective Education Program Leader, Selective Education Unit Operational Delivery Managers</li> <li>▪ Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sale Director</li> <li>▪ Event Delivery Managers</li> <li>▪ Project Managers</li> <li>▪ In-Country Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ Review of the service delivery performance</li> <li>▪ Analyse service level performance</li> <li>▪ Drive improvement opportunities and initiatives</li> <li>▪ Issue management</li> </ul>	<p>Monthly</p>	<ul style="list-style-type: none"> <li>▪ <b>SLA</b></li> <li>▪ Review Janison performance against SLAs (major exceptions)/achievements</li> <li>▪ <b>Service Delivery</b></li> <li>▪ Review day-to-day operations (including service request status)</li> <li>▪ Major changes &amp; outages review</li> <li>▪ Escalation point for service delivery issues (address &amp; resolve)</li> <li>▪ Identify risk factors that may affect the account</li> <li>▪ Review projects status (by exception)</li> <li>▪ <b>Continuous improvement</b></li> <li>▪ Customer satisfaction with service delivered</li> </ul>
Inputs	Source	Outputs	Escalation Path		
<ol style="list-style-type: none"> <li>1. SLA summary</li> <li>2. Escalated issues</li> <li>3. Risk &amp; Issues Log</li> <li>4. Client Satisfaction</li> <li>5. Change Calendar</li> </ol>	<ol style="list-style-type: none"> <li>1. SDM</li> <li>2. Other meetings</li> <li>3. Previous minutes</li> <li>4. AM</li> <li>5. Change Advisory Board</li> </ol>	<ol style="list-style-type: none"> <li>1. Service Strategy plan</li> <li>2. Action plan against areas for improvement.</li> <li>3. Issues log</li> <li>4. Agreed volume management plan</li> </ol>	<p>Account Review</p>		

# Tactical Management Forums (2 of 3)



Governance Meeting	Attendees		Purpose	Recommended Frequency	Agenda Topics
	Department	Janison/Cambridge			
Account Review	<ul style="list-style-type: none"> <li>Director, Selective Education Unit</li> <li>Others (as required)</li> </ul>	<ul style="list-style-type: none"> <li>Sale Director</li> <li>Others (as required)</li> </ul>	<ul style="list-style-type: none"> <li>Oversight management of the department/ Janison relationship</li> <li>Drive improvement opportunities and initiatives</li> <li>Issue management</li> </ul>	Monthly	<ul style="list-style-type: none"> <li>Review the relationship (exception based reporting):                             <ul style="list-style-type: none"> <li>Client satisfaction</li> <li>Service delivery performance</li> <li>Financial results</li> </ul> </li> <li>Review business opportunities (Pipeline)</li> <li>Upcoming <b>demand</b> for the next 18 months</li> <li>Discuss Janison innovation products and potential growth opportunities.</li> <li>Discuss issues</li> <li>Human Resources issues</li> <li>Specific quarterly topics</li> </ul>
Inputs	Source	Outputs	Escalation Path		
<ol style="list-style-type: none"> <li>SLA summary</li> <li>Escalated issues</li> <li>Client Satisfaction</li> </ol>	<ol style="list-style-type: none"> <li>Sales Director</li> <li>Sales Director</li> <li>Sales Director</li> <li>Previous minutes</li> </ol>	<ol style="list-style-type: none"> <li>Service Strategy plan</li> <li>Action plan against areas for improvement.</li> <li>Issues log</li> <li>Agreed volume management plan</li> </ol>	Account Review		

# Tactical Management Forums (3 of 3)



Governance Meeting	Attendees		Purpose	Recommend Frequency	Agenda Topics
	Department	Janison /Cambridge			
<p><b>Commercial Review Meeting</b></p>	<ul style="list-style-type: none"> <li>Contract/ Commercial Manager</li> <li>Others (by invitation)</li> </ul>	<ul style="list-style-type: none"> <li>Contract/ Commercial Manager</li> <li>Others (by invitation)</li> </ul>	<ul style="list-style-type: none"> <li>Maintain a robust and current e2e Governance Model which supports business management</li> <li>Review and approve/reject proposed changes based on the Governance framework requirements for business management</li> </ul>	<p>Monthly moving to Quarterly</p>	<ul style="list-style-type: none"> <li><b>Governance Model Integrity</b> <ul style="list-style-type: none"> <li>Validate governance Model version in place</li> <li>Review successful components of the governance model or areas requiring Validate updates/changes</li> </ul> </li> <li><b>Change Review</b> <ul style="list-style-type: none"> <li>Review proposed contract changes</li> <li>Review proposed Process &amp; Governance changes</li> <li>Approve/reject proposed changes</li> </ul> </li> <li><b>Communications</b> <ul style="list-style-type: none"> <li>Identify required communications for rejected and approved changes</li> </ul> </li> </ul>
Inputs	Source	Outputs	Escalation Path		
<ol style="list-style-type: none"> <li>Existing Governance Model</li> <li>Contract change requests –Summary/forms</li> <li>Service Governance Plan</li> </ol>		<ol style="list-style-type: none"> <li>Contract change endorsements/approvals or rejections</li> <li>Amendment of changes to governance model &amp; processes</li> <li>Communication plan of changes</li> </ol>	Account Performance Review		

NSW Department of Education

# Operational Management

**Selective High School and Opportunity Class  
Computer-Based Placement Tests  
Test Management Services**

# Operational Management Forums (1 of 2)



Governance Meeting	Attendees		Purpose	Recommended Frequency	Agenda Topics
	Department	Janison / Cambridge			
<b>Operations Review</b>	<ul style="list-style-type: none"> <li>▪ Operational Delivery Managers</li> <li>▪ Others as required</li> </ul>	<ul style="list-style-type: none"> <li>▪ Event Delivery Managers</li> <li>▪ Others as required</li> </ul>	<ul style="list-style-type: none"> <li>▪ Identify and address day-to-day service issues</li> </ul>	Weekly	<ul style="list-style-type: none"> <li>▪ Outstanding Incidents</li> <li>▪ Outstanding Problems</li> <li>▪ Performance review previous week</li> <li>▪ Resourcing</li> </ul>

Inputs	Source	Outputs	Escalation Path
<ol style="list-style-type: none"> <li>1. Outage reports</li> <li>2. Incident reports</li> <li>3. Problem reports</li> <li>4. Actions and Issues log</li> </ol>	<ol style="list-style-type: none"> <li>1. SDM</li> <li>2. SDM</li> <li>3. SDM</li> <li>4. Previous minutes</li> </ol>	<ol style="list-style-type: none"> <li>1. Information/ Input for Continuous Improvement plans</li> <li>2. Updated Actions and Issues Log</li> </ol>	Delivery Review

# Operational Management Forums (2 of 2)



Governance Meeting	Attendees		Purpose	Recommended Frequency	Agenda Topics
	DEC	Janison / Cambridge			
<b>Projects Review</b> <ul style="list-style-type: none"> <li>▪ Project Managers</li> <li>▪ Others as required</li> </ul>	<ul style="list-style-type: none"> <li>▪ Project Manager/s</li> <li>▪ Others as required</li> </ul>	<ul style="list-style-type: none"> <li>▪ Identify and address day-to-day service issues</li> </ul>	Weekly	<ul style="list-style-type: none"> <li>▪ Project schedule</li> <li>▪ Upcoming tasks</li> <li>▪ Outstanding Incidents</li> <li>▪ Outstanding Problems</li> <li>▪ Performance review previous week</li> <li>▪ Resourcing</li> </ul>	

Inputs	Source	Outputs	Escalation Path
<ol style="list-style-type: none"> <li>1. Outage reports</li> <li>2. Incident reports</li> <li>3. Problem reports</li> <li>4. Actions and Issues log</li> </ol>	<ol style="list-style-type: none"> <li>1. SDM</li> <li>2. SDM</li> <li>3. SDM</li> <li>4. Previous minutes</li> </ol>	<ol style="list-style-type: none"> <li>1. Information/ Input for Continuous Improvement plans</li> <li>2. Updated Actions and Issues Log</li> </ol>	Delivery Review

NSW Department of Education

# Governance Etiquette

**Selective High School and Opportunity Class  
Computer-Based Placement Tests  
Test Management Services**



# Meeting Chair Deployment Responsibilities

## Jointly with your department, Janison and Cambridge counterpart

- Agree meeting dates, times and locations – taking into consideration meeting frequency, inputs and outputs, internal preparation meetings, attendees, travel etc.

## Meeting Chairperson

- Send 12 months of meeting invitations to all participants
  - Publish Agenda – Using meeting charters as agreed publish the agenda with the initial invitations.
    - Ongoing, the agenda should be published one “period” before the meeting
- Period Definitions:**  
 Weekly = 2 Business days prior to the meeting  
 Monthly = 1 week prior to the meeting  
 Quarterly/Semi Annual/Annual = 2 weeks prior to the meeting
- Setup internal preparation meetings up for same 12mth period – ensures all inputs and outputs are prepared and agendas reviewed, actions completed, updates documented, delegates briefed

## IMPORTANT NOTE:

Meetings are to be agreed and scheduled for the next 12 months by

**COB 28 Feb 2024 and then annually**

# Meeting Chair Ongoing Responsibilities

## Meeting Chairperson

- Publish agenda and material to meeting participants no later than periods defined below prior to the meeting.
  - Period definitions:
    - Weekly = 2 Business days prior to the meeting
    - Monthly = 5 Business days prior to the meeting
    - Quarterly/Semi Annual/Annual = 10 Business days prior to the meeting
- Assign a scribe (maybe self) to minute the meeting and collect data necessary for creating minutes and reporting metrics (this may be rotated through the attendees, or one person permanently assigned)
- Publish minutes, action items, and all collateral developed during and around the meeting to all participants within 2 business days of the meeting, and post to the agreed repository
- Chair the meeting in accordance with the agenda
- Ensure every meeting ends with a review of actions, assignees and due dates for completion AND rating of the meeting by participants

### IMPORTANT NOTE:

Documentation of governance forums is a requirement  
**IT IS NOT OPTIONAL**

# Summary Responsibilities Chair



- **Send repeating calendar invitation to all participants**  
According to the agreed-upon list of participants, the Meeting owner sends a repeating invitation to all participants who have been identified as regular Meeting attendees.
- **Publish updated agenda to all participants**  
From time to time, as necessary, agenda items may need to be added or deleted from the pre-defined agenda. When that occurs, the Meeting owner is responsible for ensuring that all regular Meeting participants receive a copy of the updated agenda in advance of the Meeting.
- **Assign Meeting scribe / metrics reporting responsibilities**  
The Meeting owner, in advance of the Meeting(s) for which they are responsible, assigns a resource to scribe the Meeting and collect data necessary for creating minutes and reporting metrics – metrics on actions completed by due date (recap at the beginning of meeting)
- **Conduct Meeting as scheduled**  
The Meeting owner conducts the Meeting according to the previously determined schedule and starts on time and finishes 10 minutes to the hour to allow time to move between meetings. (From time to time, extenuating circumstances may arise which impact the Meeting schedule. If such timing conflicts occur regularly, this will be noted in the metrics reporting, and a revised schedule may become necessary).
- **Participate in Meeting**  
The identified stakeholders attend and participate in the specific Internal Alignment Meeting, providing input where applicable. From time to time, as necessary, additional stakeholders may be invited to participate.
- **Minutes and action register updated and published**  
The Meeting owner is responsible for ensuring that minutes are taken, the action register is updated, and all collateral developed during and around the Meeting is published to all participants in the Meeting and posted to the shared website space within 2 business days of the meeting.

## Meeting Attendees Responsibilities

- Follow the established ground rules
- Attend regularly scheduled meetings
- Actively participate in the meetings
- Notify meeting owner if you are unable to attend
  - Send a delegate with decision making ability – briefed and provided with meeting package prior to meeting
- Review meeting minutes
- Progress and close actions assigned to you
- Provide meeting rating input for every meeting you attend

## Ground Rules for Meetings (1 of 2)



- We will be professional and courteous in all interactions, encourage safe dialogue, and respect contributions of others
- Mute the phone when you are not talking
- We will strive to avoid open contention. If there is a strong disagreement, the matter will be taken offline for resolution
- Meetings start on time
- Meetings end at 5 or 10 'til the hour
- Every meeting will have an owner and that owner will assign a meeting scribe. It is the responsibility of the owner to ensure that minutes are taken and archived.
- Meetings have documented and published agendas, objectives, minutes, and action registers
- Agendas and materials published in advance – inputs to the meetings must be published no later than 24 hours prior to the meeting
- Participants have clearly delineated roles and responsibilities
- Core members are committed to attend (meetings are not cancelled). Meeting invitees will notify the meeting owner promptly of any scheduling conflicts that prevent, delay attendance or delegation
- Delegates will be fully briefed and empowered to make decisions

## Ground Rules for Meetings (2 of 2)



- Come appropriately prepared for the meeting
- Actions are assigned, with accountability and due dates – action items either accomplished or closed (no stagnation)
- When there is no clear path to a decision, the issue is escalated immediately
- Each meeting is clear about its escalation path
- Every meeting will end with a review of actions, assignees and due dates for completion. The action register will be maintained by the meeting owner or meeting scribe. The archived action register will be updated with task completion dates.
- Single repository utilised for all governance documentation
- When issues arise, define completion criteria
- The person who raises the issues/action should confirm the scripting is correct and the action documented
- It is the responsibility of the attendees to give the meeting their utmost attention
- Consequences
  - Call out inconsistencies in ground rules adherence
  - Decisions/action items move on regardless of absences by contributing regions/attendees
  - Chronic behavior results in performance discussion

## Governance Issue Escalation

- Partnership between department and Janison / Cambridge counterparts and co-owners, jointly commit to timely resolution of issues
- Clear attempt at resolution prior to escalation
- Issues will not be escalated without us working together, as a team to achieve successful resolution
- Escalation should only be channeled through the agreed escalation paths as per the documented and agreed charter of the meeting
- This escalation is the responsibility of the chair of the meeting and must be documented and agreed by participants of the forum prior to being escalated

NSW Department of Education

# Metrics

**Selective High School and Opportunity Class  
Computer-Based Placement Tests  
Test Management Services**



# Metrics



Meeting Date	Feedback/Comments	
	Excellent meeting, on time, full attendance/delegates fully briefed, agenda issued early, positive feedback , actions progressed	4
	Good Meeting, on time, well attendant/delegates briefed, agenda issued, some issues with good progress	3
	Fair meeting, a bit late, borderline attendance/delegates not fully briefed, flat, issues/actions growing, un-prepared	2
	Poor meeting, more than 15 minutes late, poor attendance/delegation, negative energy, negative trends	1

**Scenario example: when polled, a participant might respond:**

*"Although everyone was here today, delegates were briefed, agenda issued early, I felt that there were too many outstanding actions which the team hadn't prepared for or reviewed in advance, and the group was not interactive enough and unable to make decisions on items which were clearly identified as topics in the agenda. – 2 rating*

## Schedule 3 - Statement of Work Template

### 1. Statement of Work Details

- (a) Statement of Work Name: *[Insert]*.
- (b) Statement of Work Number: *[Insert]*.
- (c) Purchase Order Number and Agreement reference (where available): *[Insert]*.

### 2. Revision History

Version	Status	Date	Prepared By	Comments
<i>[Insert version number; e.g. version 1.0]</i>	<i>[Insert; e.g. Draft / Final]</i>	<i>[Insert date]</i>	<i>[Insert Name and Title]</i>	<i>[Briefly summarise the nature of the revision]</i>

### 3. Introduction and overview of the Supplier's Activities

- (a) The Supplier's Activities are to *[Insert]*.
- (b) The core objectives of the Supplier's Activities are as follows:
- (i) *[Insert]*; and
  - (ii) *[Insert]*.

### 4. Services and Deliverables

- (a) The Services to be provided are:
- (i) *[Insert]*; and
  - (ii) *[Insert]*.

***[Specify with sufficient detail the type of Services to be provided - e.g. Support Services (and the type of Support Services); Managed Services; Systems Integration Services; Development Services; Professional Services; Data Services and/or training Services etc.]***

- (b) The Deliverables to be provided are:
- (i) *[Insert]*; and

(ii) [Insert].

**[Specify comprehensively and with sufficient detail the Deliverables (including any Document Deliverables) to be provided. Both parties should be able to determine what elements comprise a Deliverable.]**

(c) Out-of-Scope Services and Deliverables are:

(i) [Insert]; and

(ii) [Insert].

**[Note: It is very important to be consistent in the naming that is used for the Supplier's Activities, including the Deliverables and Services, throughout the Statement of Work and the other Schedules, as it is essential to be able to easily identify the same activity, Service, Deliverable in the other places within the Agreement where there is a reference to it, including where a Deliverable is:**

(i) **subject to Acceptance Testing;**

(ii) **part of a milestone (including a payment milestone);**

(iii) **part of a Stage; and/or**

(iv) **subject to Liquidated Damages (that is, a Key Milestone).]**

---

## 5. Specifications

The Specifications for [Insert Deliverable/Service] include:

(a) [Insert]; and

(h) [Insert].

**[List all the Specifications that the Supplier must comply with in providing the Services and Deliverables. If the Specifications are referenced in a separate document clearly reference and attach that document here.]**

**[Note: This section must be completed using specific details and avoiding generalities. Where the Specifications have evolved over time and are included in more than one document, it is best practise to reduce the Specifications to a single document. However, where the Specifications are described in more than one document, specify any order of priority that will apply in the event of a conflict or inconsistency within the relevant documents that comprise the Specifications.]**

## 6. Customer Supplied Items (CSI)

(a) The Customer will provide the CSI as set out in the table below:

Item No.	CSI
1.	<b>[Specify the particulars of the CSI and, if applicable, specify whether any CSI is "Critical CSI" by including the words "Critical CSI" in brackets after each item of Critical CSI.]</b>
2.	
3.	

(b) List any associated requirements that apply to CSI.

**[Note: A CSI may be: office access, desks etc. (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available).]**

## 7. Timeframes and Dates for Delivery

The Supplier must deliver the Services and Deliverables in accordance with the Dates for Delivery set out in the below table.

Deliverable/Service	Timeframe and Date for Delivery
[Insert]	[Insert Date for Delivery]

**[Insert the dates (or relevant timeframes) by which each Service and Deliverable listed in the Order Form, including this Statement of Work, must be provided to the Customer (including, where applicable, any Services Period).]**

**Note: The descriptors in the Project Plan must be consistent with the descriptors above to the extent applicable.]**

## 8. Key Milestones

The following dates constitute Key Milestones:

Key Milestone ID	Key Milestone	Date
[Insert]	[Insert]	[Insert]

**[Specify the Key Milestones in the table above. If Liquidated Damages apply, remember to complete Item 29 in Part A of the Order Form.]**

---

**9. Transition-In Services**

*[Insert and clearly describe any Transition-In Services that the Supplier must perform and specify the timeframe for performance of these obligations. Please also describe in this section, with sufficient detail, any processes and/or mechanisms that the Customer requires the Supplier to follow in providing the Transition-In Services.]*

---

**10. Transition-Out Services**

*[Insert any Transition-Out Services that the Supplier must perform and specify the timeframe for performance of these obligations. Please also describe in this section, with sufficient detail, any processes and/or mechanisms that the Customer requires the Supplier to follow in providing the Transition-Out Services.]*

---

**11. Roles and responsibilities**

*[Describe the roles and responsibilities of the parties in carrying out the Supplier's Activities.]*

---

**12. Business Contingency Plan**

*[State whether a Business Contingency Plan is required and if so, the timeframe within which a plan must be developed and presented to the Customer for approval. Note that the plan must meet the requirements of clause 25.2.]*

---

**13. Project Plan and management**

*[Set out or attach any Project Plan that applies, whether the Supplier is required to prepare and submit a Project Plan to the Customer and, where applicable, the details that it must cover.]*

---

**14. Stages and methodology**

*[Describe the Stages and/or methodology (for example, waterfall, agile) that the Customer requires the Supplier to follow in carrying out the Supplier's Activities.]*

---

**15. Acceptance Testing**

*[Describe details in relation to the form and conduct of Acceptance Tests which should apply in addition to the processes set out in clause 14, or any variations to the Acceptance Testing processes and procedures provided for in that clause.]*

---

**16. Governance arrangements**

*[Describe any governance arrangements that apply to the performance of the parties' respective obligations.]*

---

**17. Assumptions and dependencies**

*[Exhaustively describe any assumptions or dependencies which apply to the provision of the Services or the supply of the Deliverables. All assumptions and dependencies are subject to the Customer's approval and must be clearly described.]*

## 18. Service Level agreement

**[Insert the Service Levels or Service Level agreement that will apply to the arrangement. If necessary, this could be inserted as an attachment to this Statement of Work. The Service Level agreement should cover the following matters (to the extent applicable):**

- **details of the relevant Service Levels or key performance indicators (including, for example, resolution and response times);**
- **escalation points; and**
- **whether any service credits or service rebates apply, as well as any other consequences for failing to meet Service Levels.**

**All Service Levels should be described with sufficient clarity to avoid confusion.]**

## 19. Pricing

**[If the Payment Schedule is not being utilised, insert the rate card and price details here or in the relevant sections of Part A of the Order Form. If you are also completing the Payment Schedule or the other parts of the Order Form, you must ensure that the details identified here and in the Payment Schedule and in the other parts of the Order Form are consistent. Use the following suggested format where milestone payments apply.]**

- (a) The Supplier will be entitled to submit a Correctly Rendered Invoice to the Customer upon the completion of each of the following milestones:

Milestone Payment Number	Description	Price (ex. GST)	GST Amount	Price (inc. GST)
Milestone 1	Describe Milestone 1	[Insert]	[Insert]	[Insert]
Milestone 2	Describe Milestone 2			
Milestone 3	Describe Milestone 3			
	<b>Total</b>			

OR

- (b) The Customer agrees to pay the Supplier [#monthly/quarterly/other] for the Services/Deliverables provided.

## 20. Interpretation

- (a) In this Statement of Work, unless the contrary intention appears:

**[Insert any applicable definitions that apply to the Statement of Work. Terms that are defined in the ICTA do not need to be defined again.]**

- (b) Terms in this Statement of Work which are not otherwise defined in this document have the meaning given to them in the ICTA.

**Schedule 4 - Payment Schedule**

## Payment Schedule

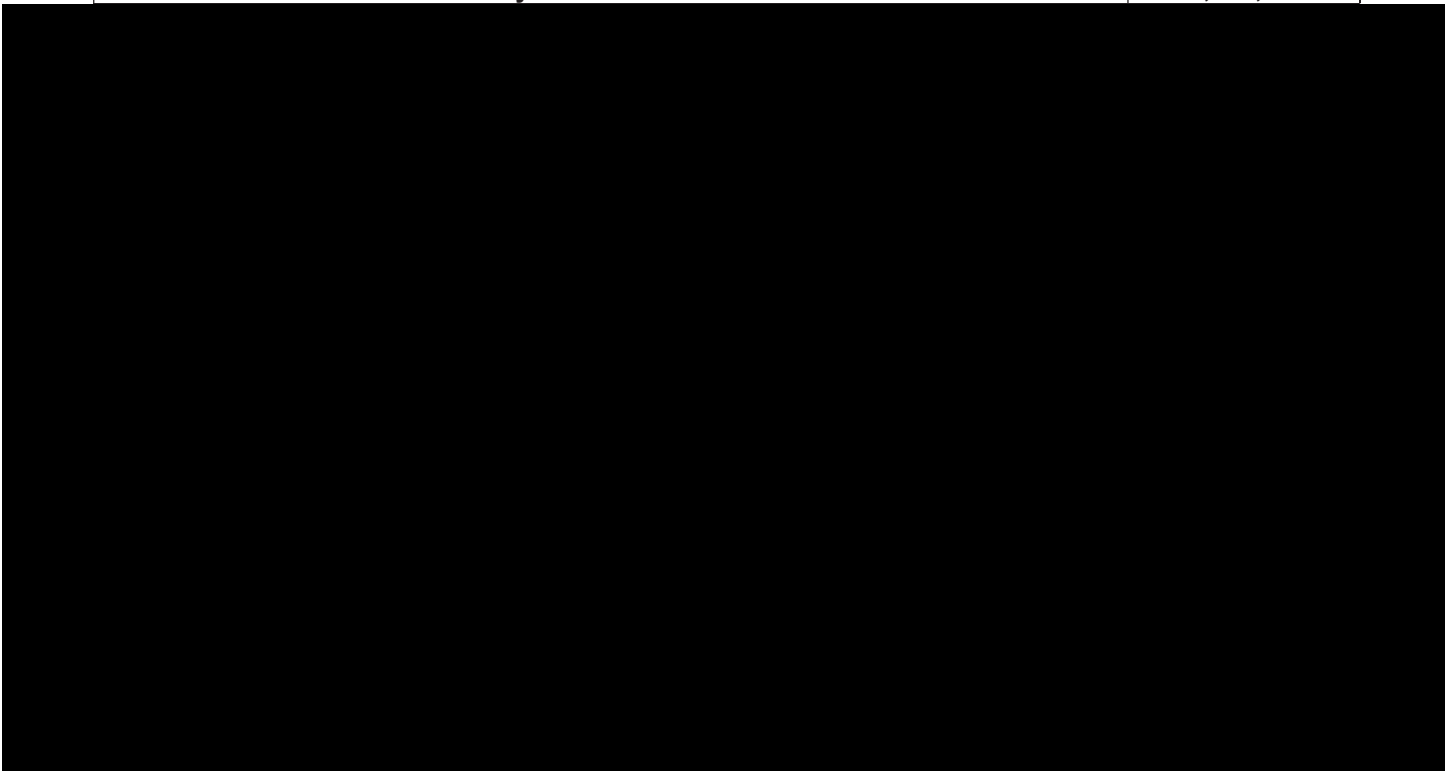
### 1. Pricing for Stages 1 to 4

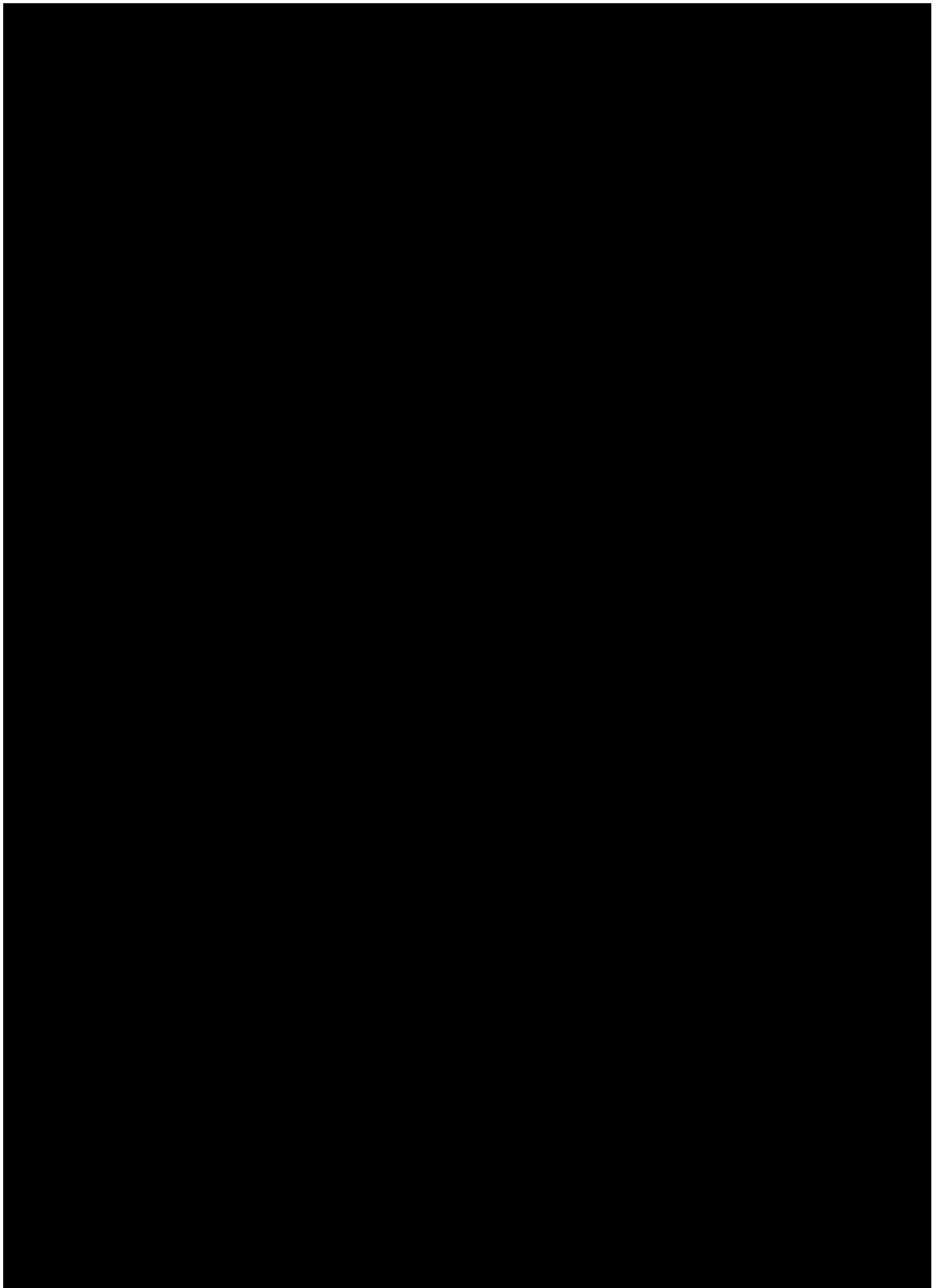
Lot	Deliverable	Activity	Cost (ex GST)	Total Cost (ex GST)
<b>Year 1 - Transition (Stage 1)</b>				
1	Test Specifications & Design			
	Test Development			
	Test Panelling & Trialling			
	Test Review & Reporting			
	Test Delivery			
2B	Venue Sourcing & Test Centre Management			
	Miscellaneous			
2C	Invigilation Resourcing & Management			
	Test Administration			
<b>Year 1 - Transition Total Cost</b>				
<b>Year 2 - 2025 Placement Test</b>				
1	Test Specifications & Design			
	Test Development			
	Test Panelling & Trialling			
	Test Marking & Scoring			
	Test Review & Reporting			

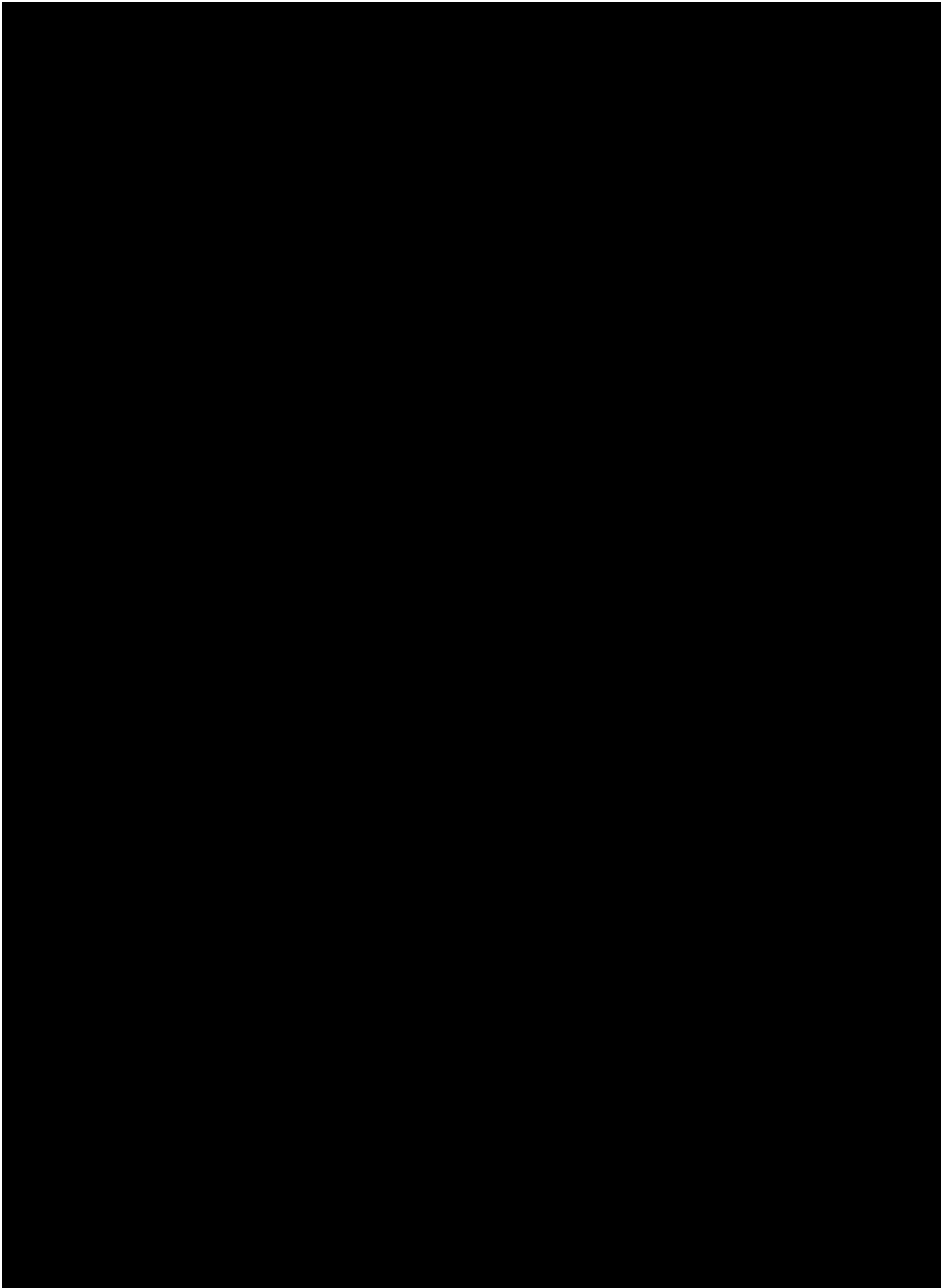


ICTA

Lot	Deliverable	Activity	Cost (ex GST)	Total Cost (ex GST)
	Test Delivery			
2B	Venue Sourcing & Test Centre Management			
	Miscellaneous			
2C	Invigilation Resourcing & Management			
	Test Administration			
<b>Year 2 - 2025 Placement Tests Cycle Total Cost</b>				<b>\$10,286,512.00</b>





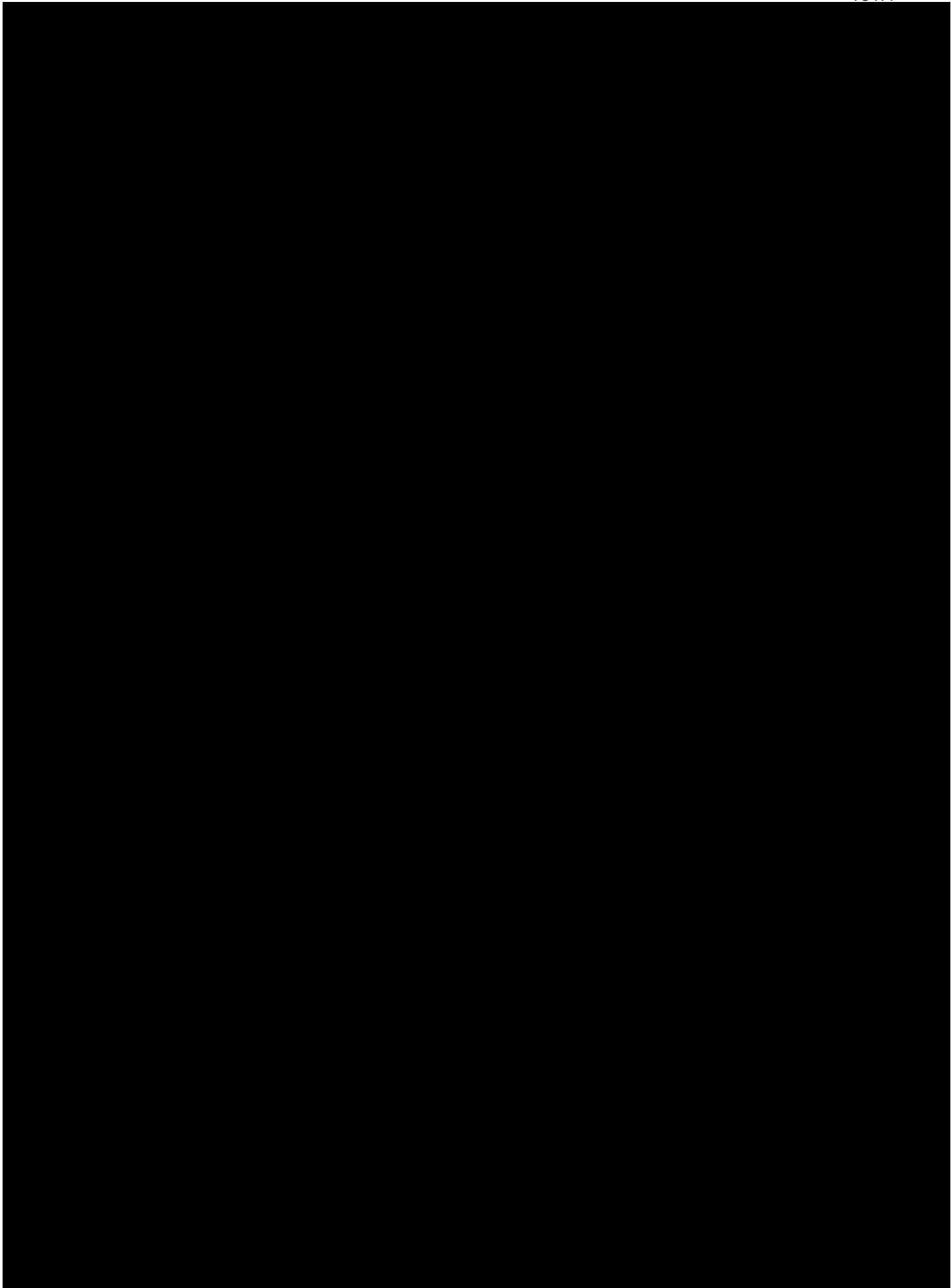


The invoicing milestone schedule is documented in the statement of works. To be clear, the Customer's or Supplier's rights under this Agreement are not impacted by the reference to "Initial Term Total Cost" above.

## **2. Reconciliation methodology**

### **2.1 Invigilation**

A 'reconciliation for invigilation Services will be added as Milestones in June each year. This reconciliation will be based on the final number of Supplier staff required (based on the number of candidates) as per the final agreed requirements from the Customer.



## 2.2 Venue Management

Students will be allocated to test centre venues based on arranged hubs. For metropolitan and regional students, students will be arranged in hubs within a 30km radius by car travel from their school post code. Rural and remote students will be arranged into hubs within 100 kilometres radius from their school post code.

\*Pricing for additional venues in other areas, or in the locations above that require a capacity of more than the capacity stated above, will be provided to the Customer for approval before being procured.

There is 1 bump-in day prior to the test window and 1 bump-out day after the test window planned for each test venue. If the device provider requires additional bump-in and/or bump-out days at any test venues, the actual invoiced cost of the additional venue hire day/s to the Supplier will be passed through to the Customer (substantiated with a copy of the invoice).

The Supplier will work with the Customer's nominated device provider (i.e. an Other Supplier) to coordinate the bump in and bump out of devices and equipment to ensure the test centre set up and readiness and minimise the need for additional bump-in and/or bump-out days.

All additional venues must be approved by the Customer prior to the annual test period.

Venue and device costs for international and interstate students sitting the placement test in a British Council venue will be paid by the parent/carer directly to British Council.

## 3. Rescheduling and/or cancellation by Customer

### 3.1 Venues

Without prejudicing the Customer's rights under clause 6.6 of the Core Terms, if the Customer reschedules or cancels a test event (including Force Majeure), the Supplier can pass through to the Customer the actual costs incurred by the Supplier from the venue for the cancellation or rescheduling of the test event (substantiated with a copy of the invoice).

The charges above will not be payable by the Customer if any event is rescheduled or cancelled as a result of Janison's (including its Personnel's) failure to perform its obligations under and in accordance with the Agreement. In no case will the charges invoiced by the Supplier under this section be more than the total amount that would have been payable by the Customer for that rescheduled or cancelled test event.

### 3.2 Invigilation:

Without prejudicing the Customer's rights under clause 6.6 of the Core Terms, if the Customer reschedules or cancels a test event (including for a Force Majeure Event), the Customer will be charged by the Supplier for:

- [REDACTED]

- [REDACTED]
- [REDACTED]

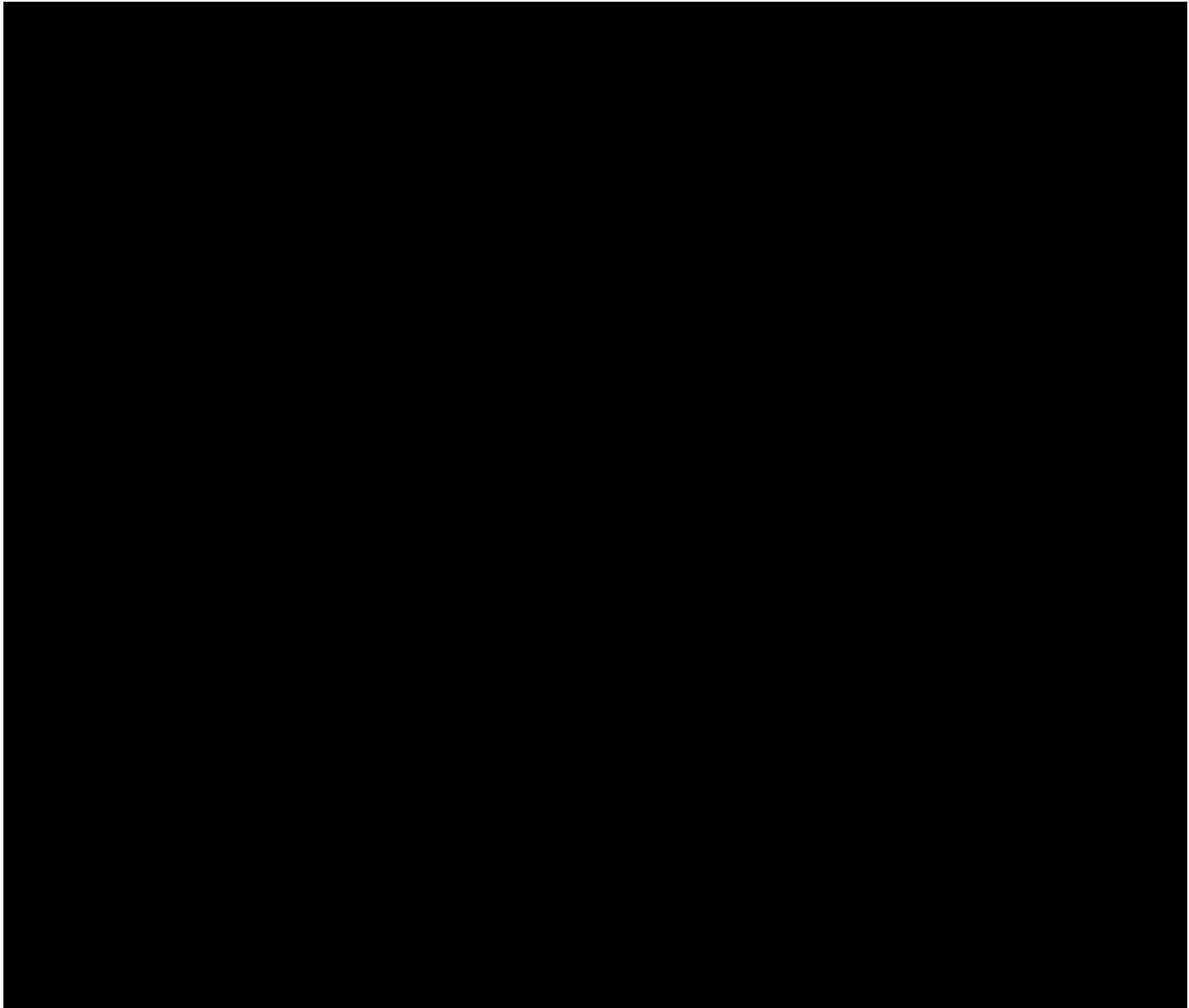
Where reasonably requested by the Customer, the Supplier will reasonably provide relevant supporting documents to evidence the amounts incurred by the Supplier and invoiced to the Customer for the above.

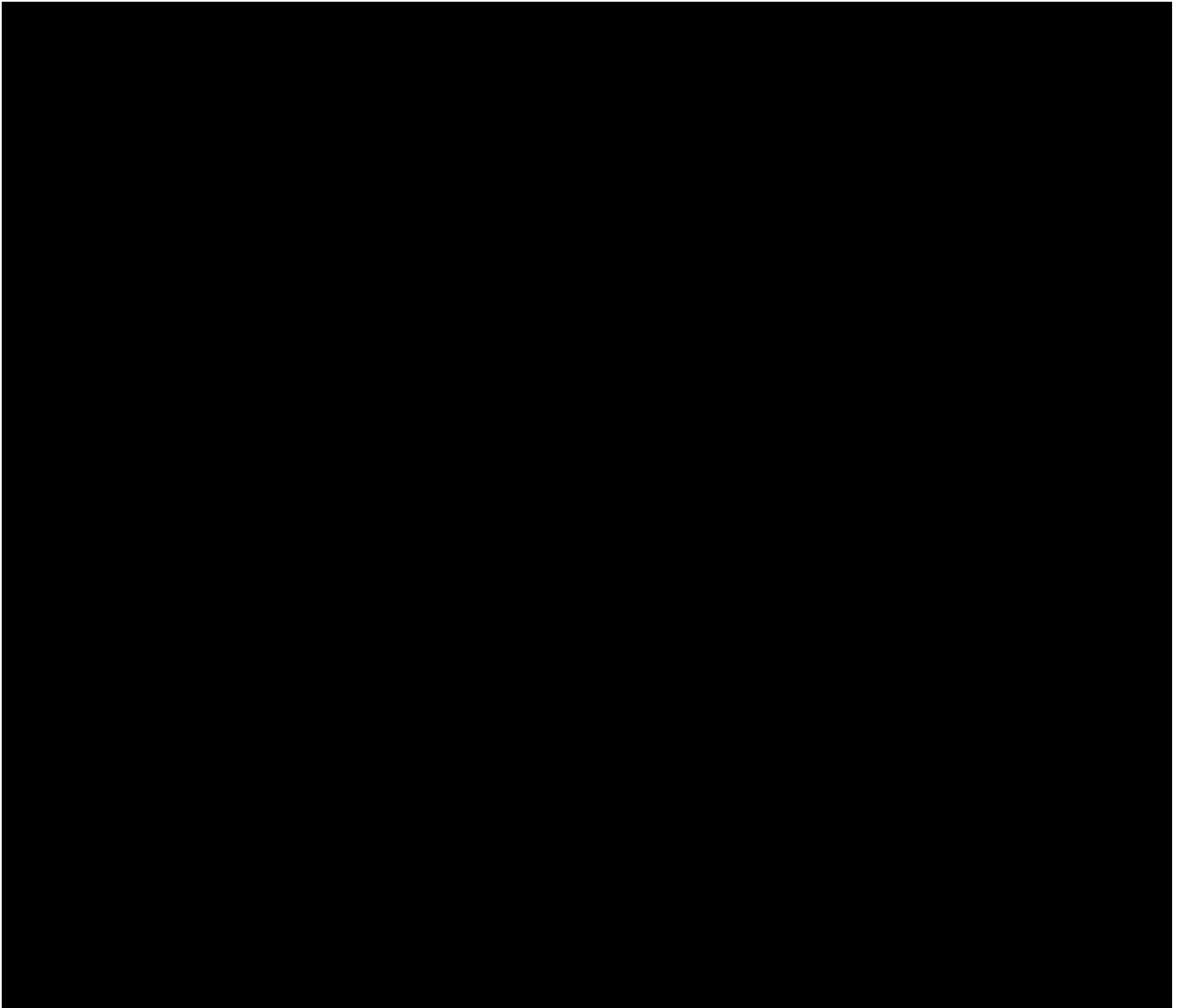
In no case will the charges invoiced by the Supplier under this section be more than the total amount that would have been payable by the Customer for that rescheduled or cancelled test event.

The charges above will not be payable by the Customer if any event is rescheduled or cancelled as a result of Janison's (including its Personnel's) failure to perform its obligations under and in accordance with the Agreement.

#### 4. **Unit rates for Change Requests**

The price for any Change Request will be based on the relevant "Rate" set out in this section, unless otherwise agreed by the parties for the particular Change Request.





## 5. Assumptions



- The Supplier working with the device provider as described in the “Venue management” section of this Payment Schedule or elsewhere in this Agreement,
- device and network set-up on the device will be the responsibility of the device provider subject to the Supplier providing Janison Insights Platform image and network details to the device provider.
- The device provider will be responsible for ensuring that the devices supplied will be compatible with the Janison Insights Platform – full details can be found here - <https://help.janison.com/janison-insights/supported-browsers-and-platforms/>

Paper-based testing is limited to reasonable adjustments only, such as braille or any other approved adjustment that requires a paper version of the placement test.

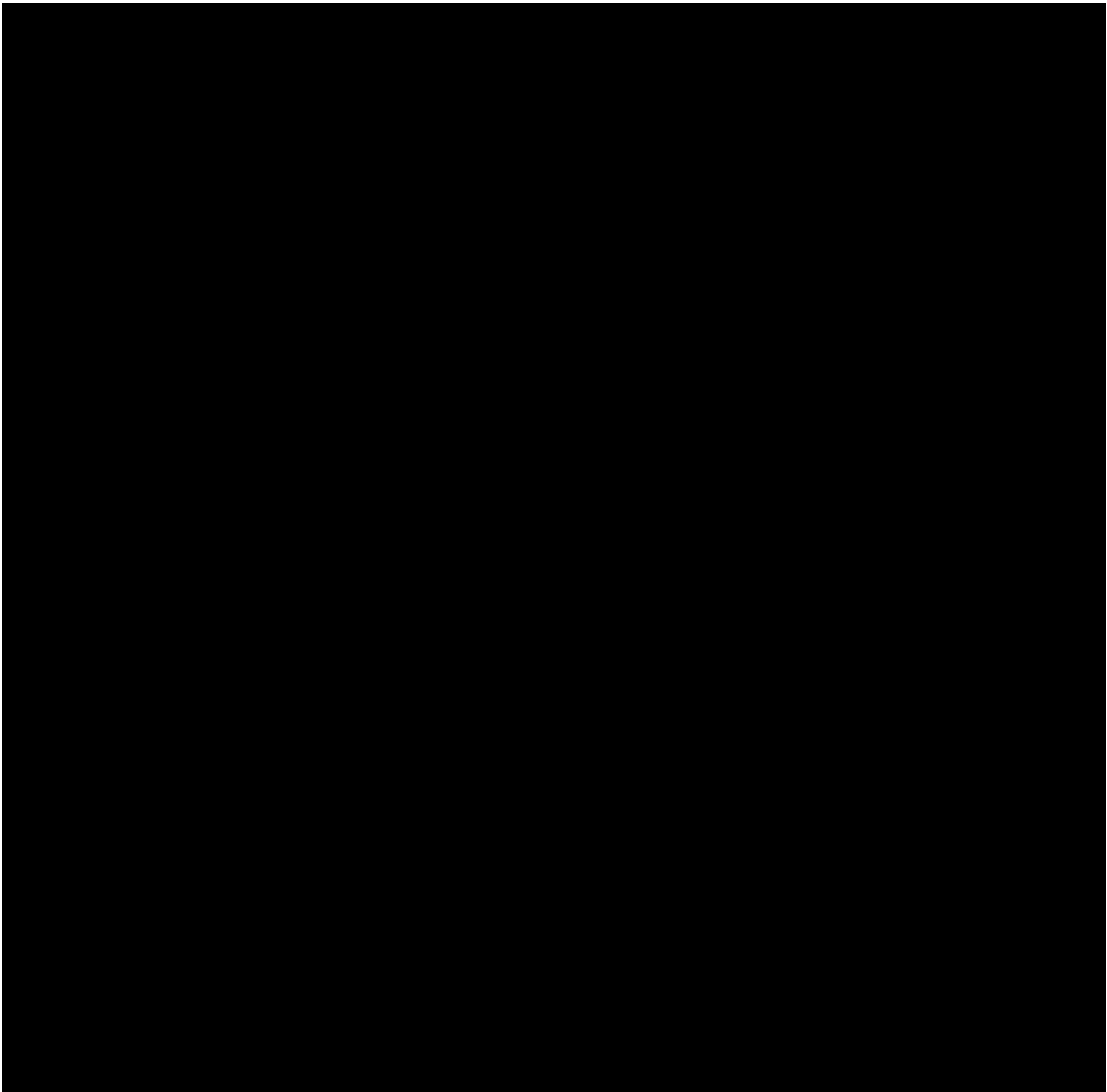


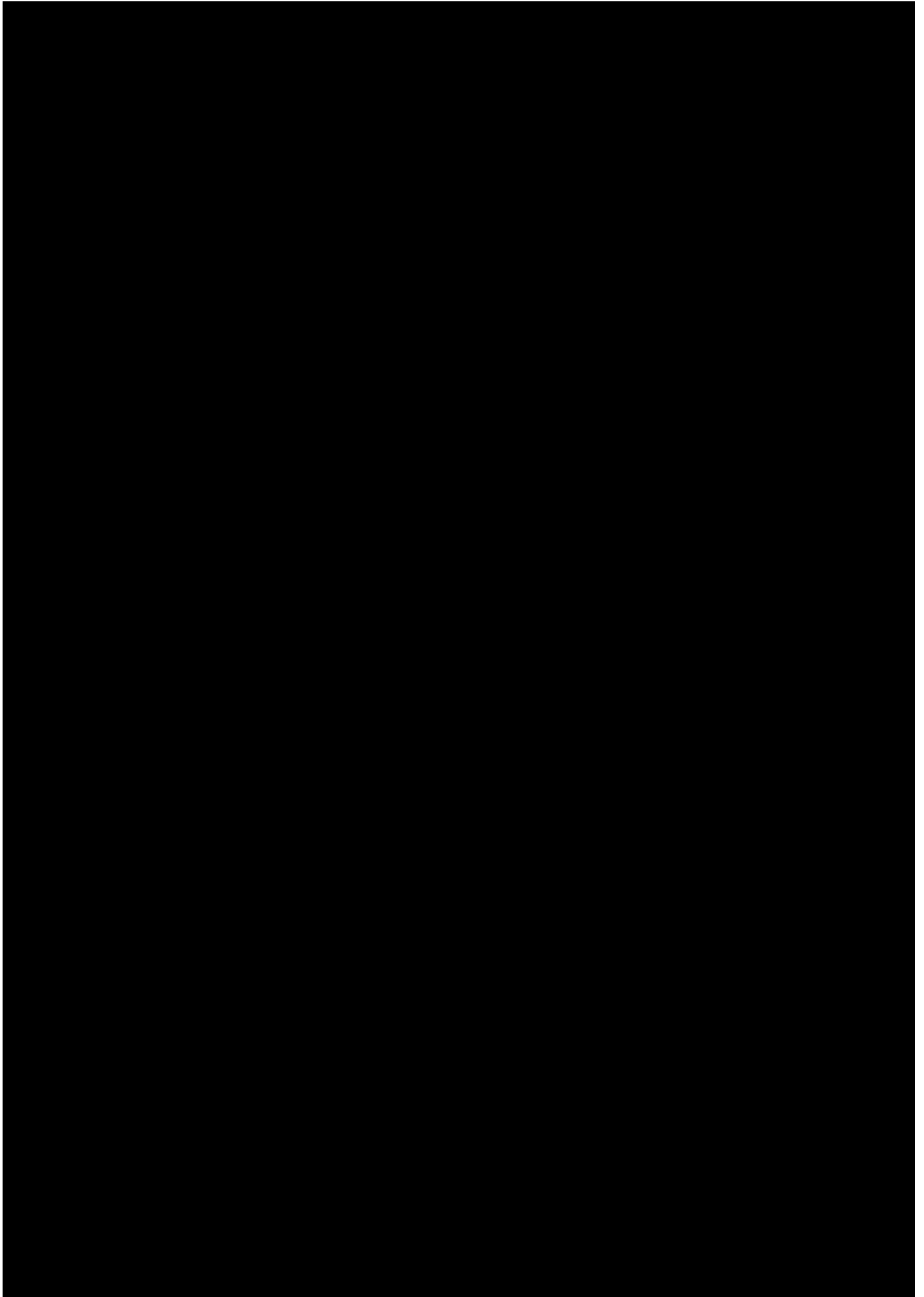
## 6. Options

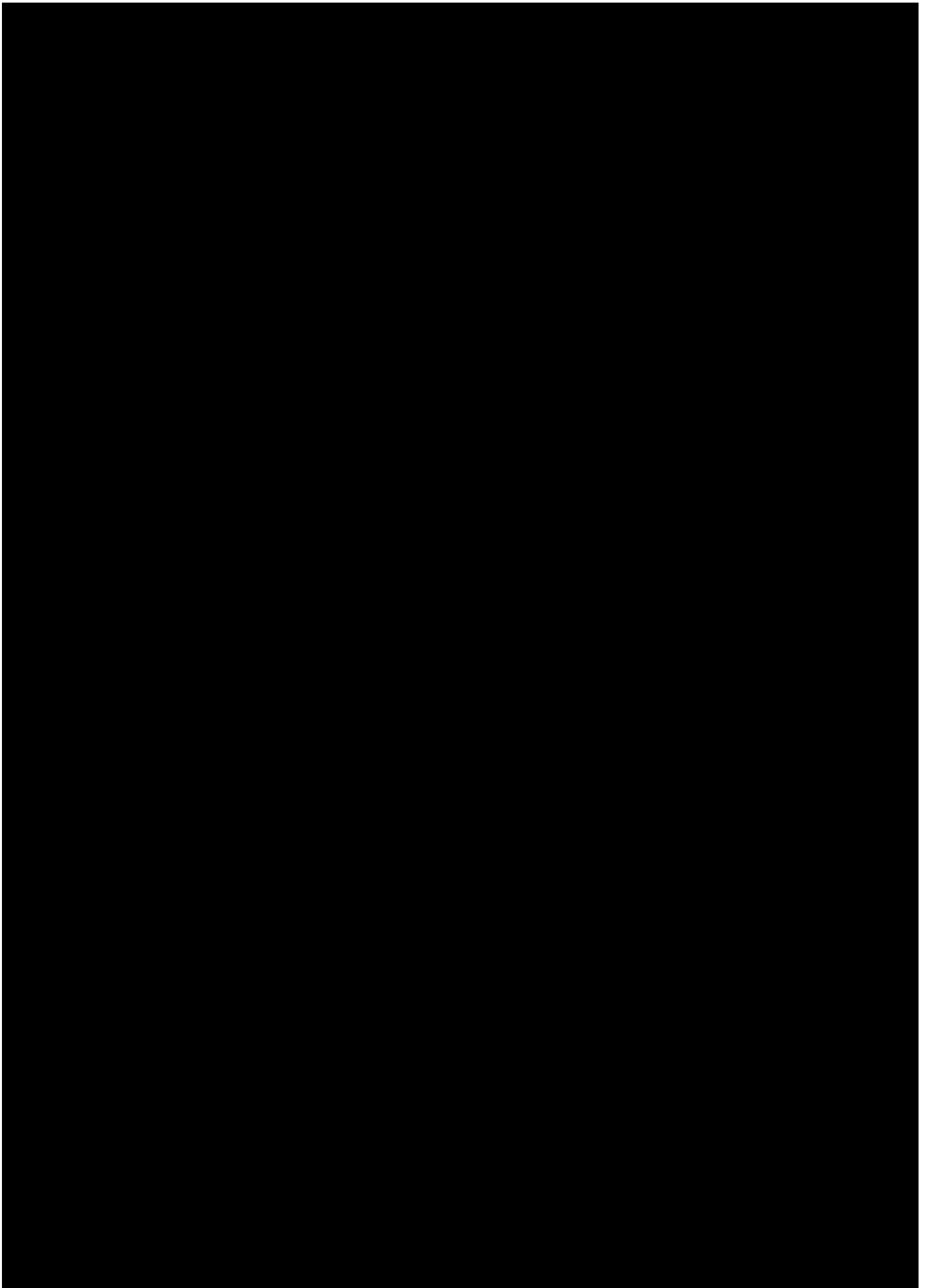
To be clear, it is at the Customer's sole discretion as to whether any option or Renewal Period described in this section will be exercised.

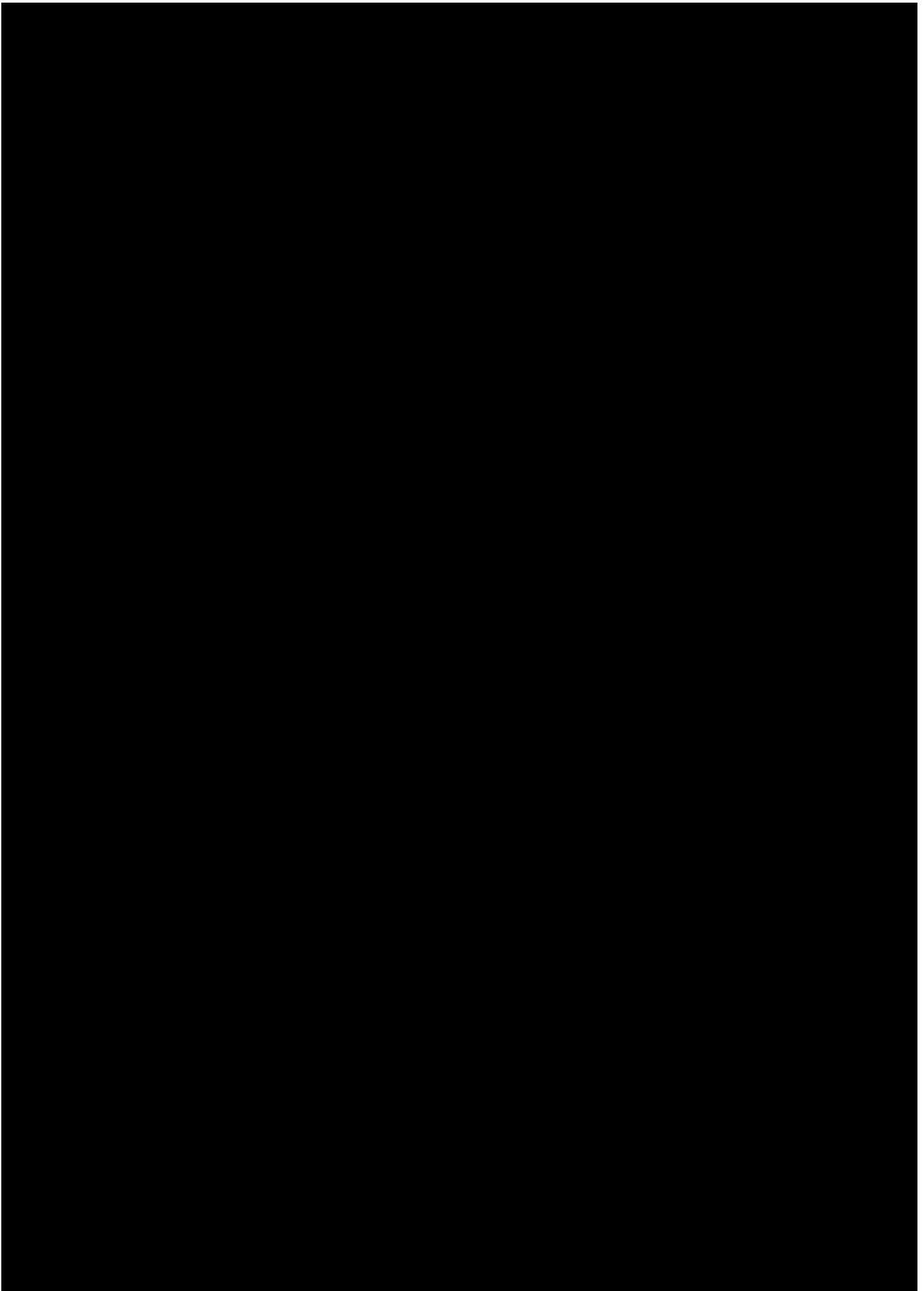
### 6.1 Pricing for the Renewal Period

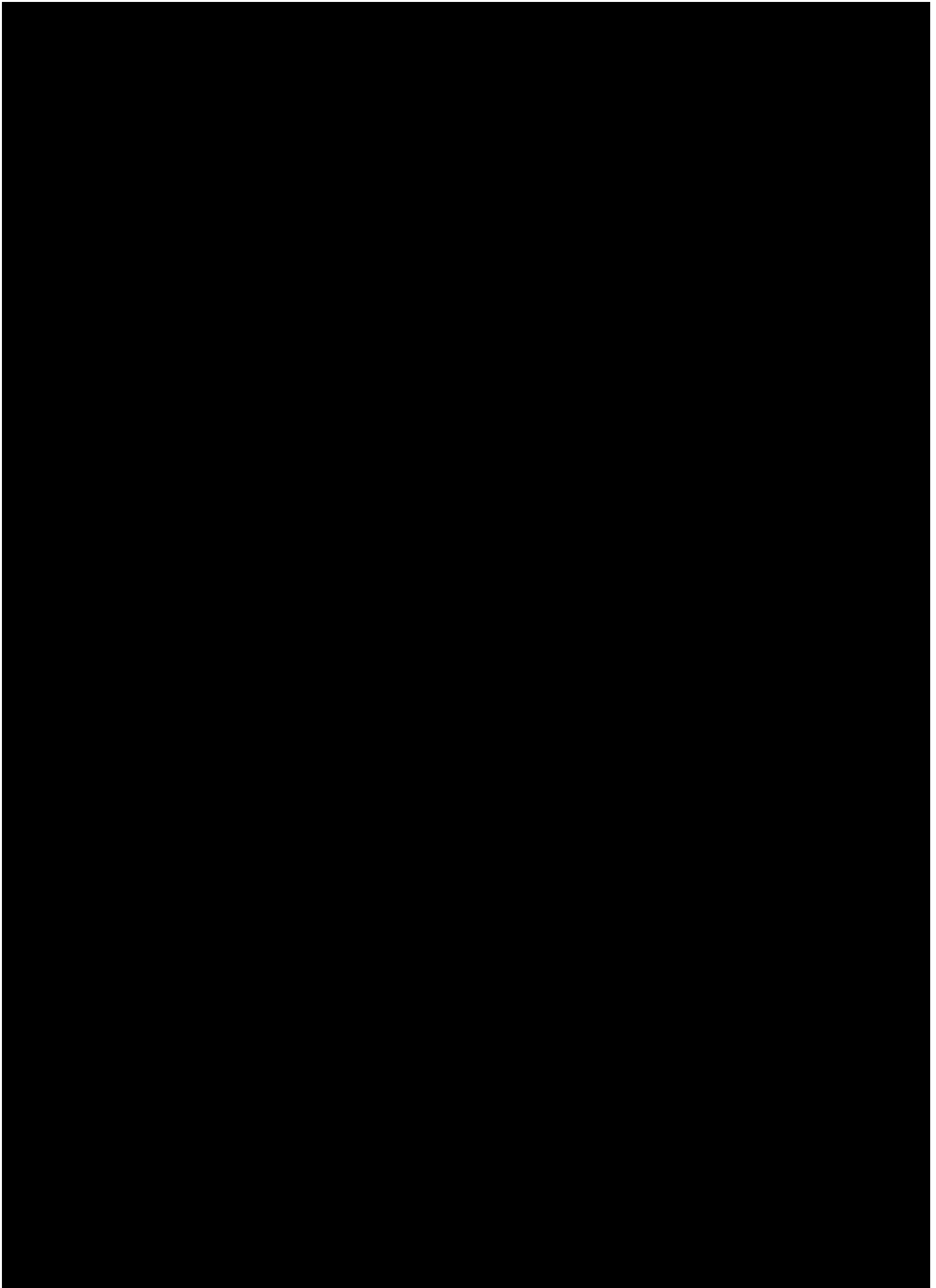
To be clear, if the Customer exercises the option to extend the Term for the Renewal Period:

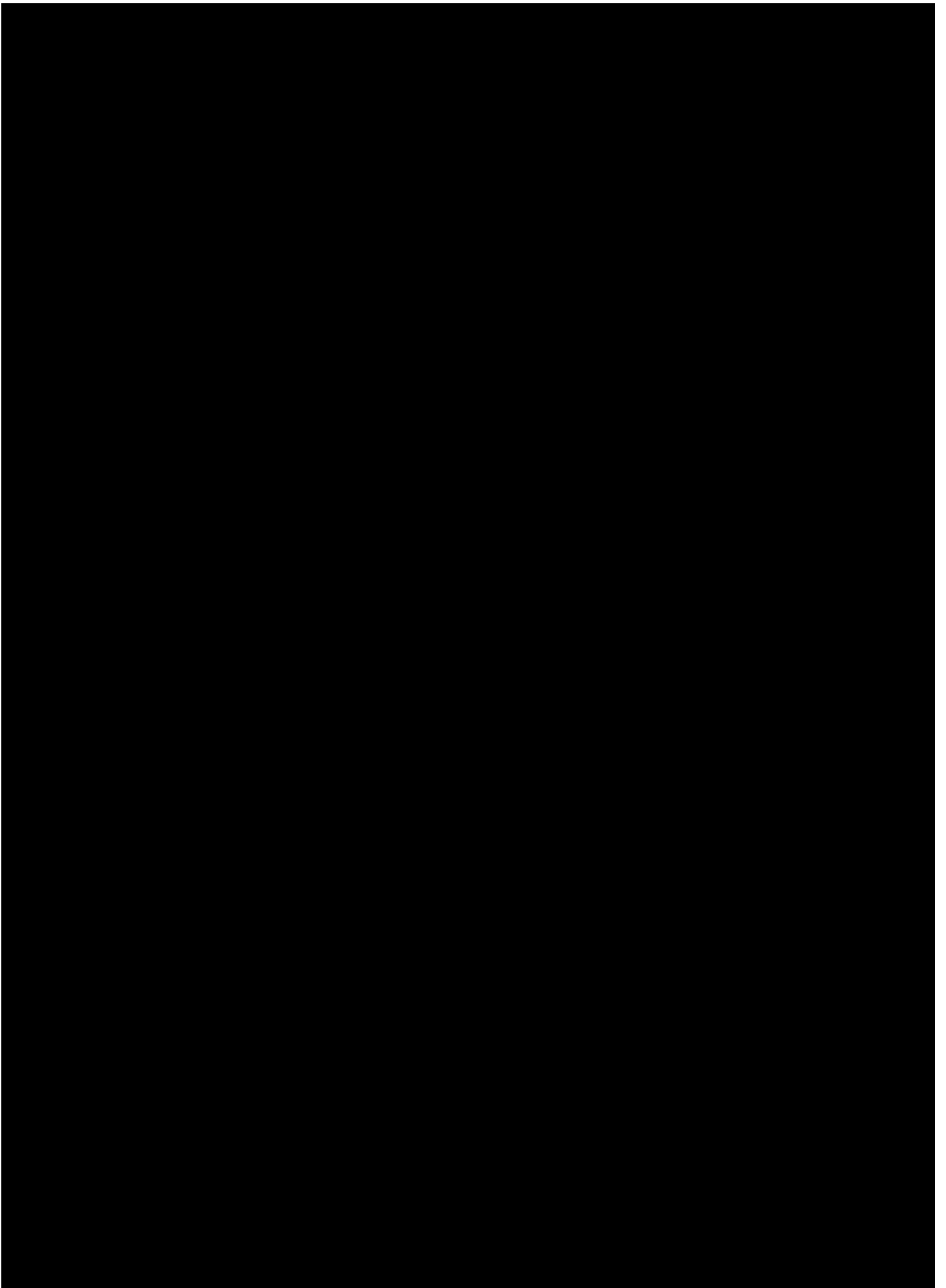
- (a) the staged implementation provisions under clause 6.6 of the Core Terms will apply;
  - (b) each "Placement Tests Cycle" in the table below constitutes a "Stage" for the purposes of clause 6.6 of the Core Terms; and
  - (c) the Key Milestones for each such Placement Tests Cycle and the notice mechanism will be the same as those set out in SoW 1, unless otherwise agreed.
- 

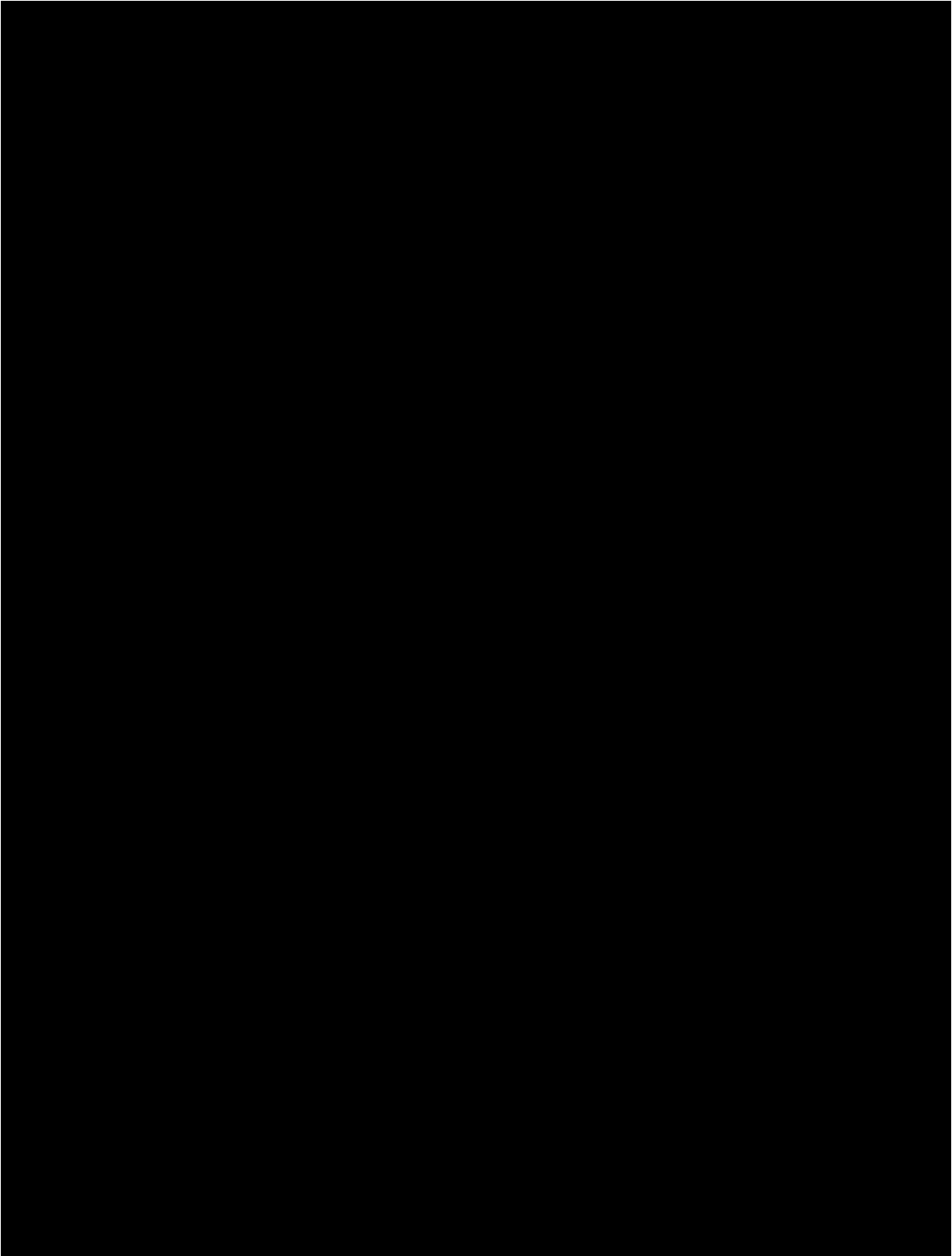








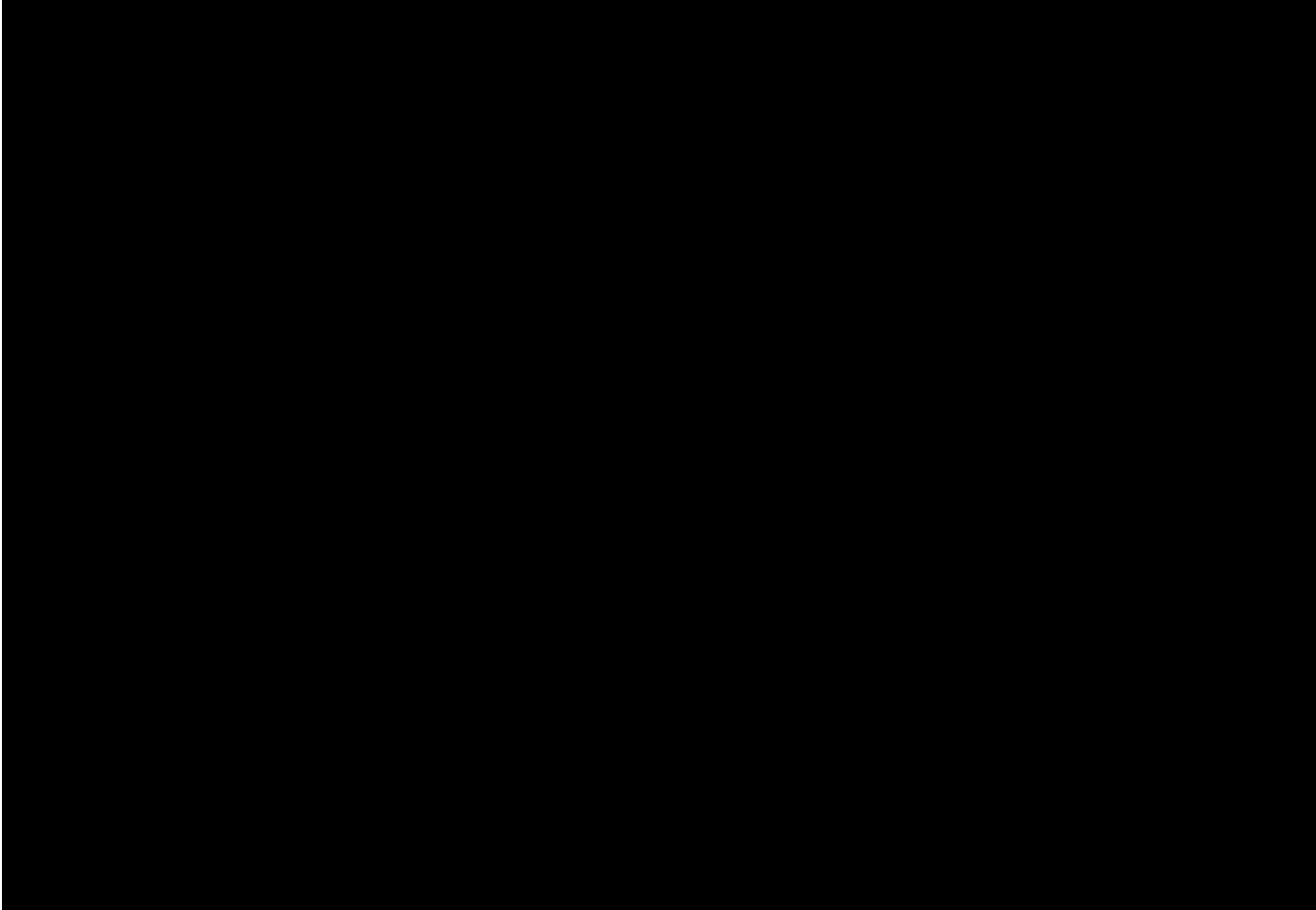




## 6.2 Opportunity Class (OC) Writing Task - Optional

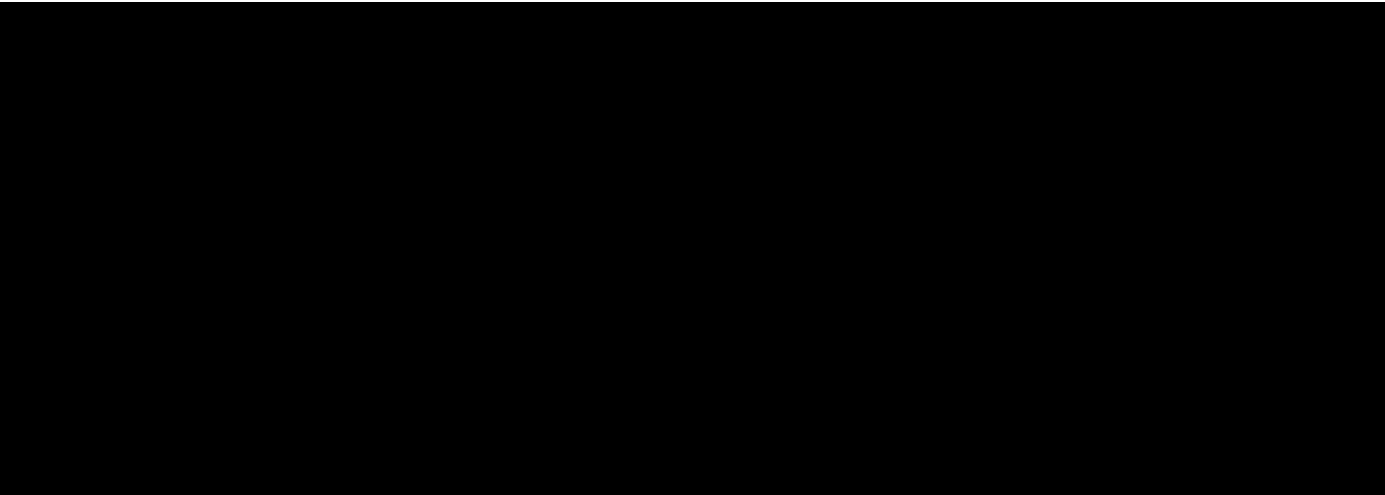
### (a) During the Initial Term

To be clear, if the Customer exercises the option to procure the Services and Deliverables set out below for OC writing task, the staged implementation provisions under clause 6.6 of the Core Terms will apply. Refer to the SoW 1 for the definition of Stages and the notice mechanism.

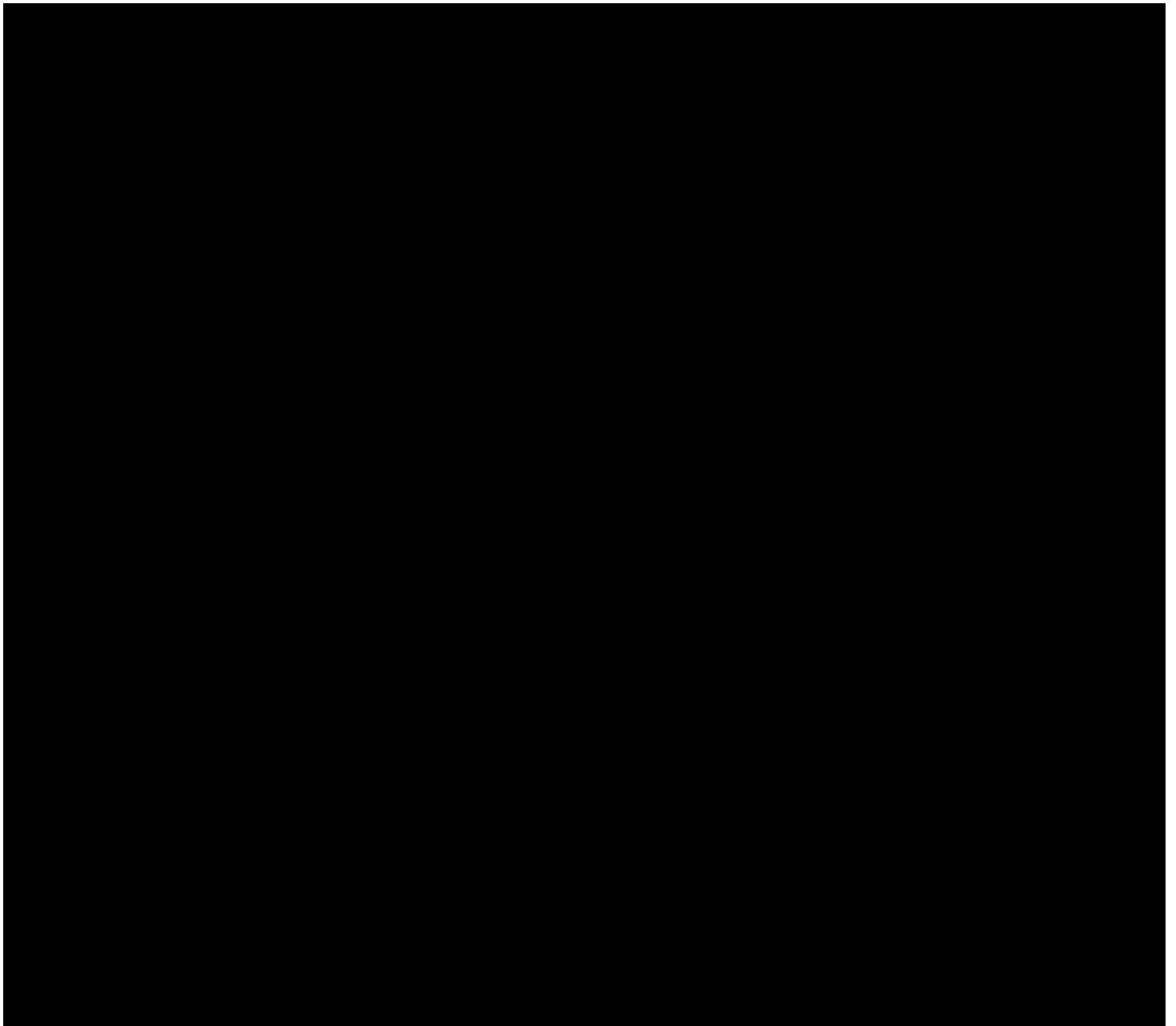


### (b) During the Renewal Period (if the Customer exercises the option to extend the Term for the Renewal Period)

To be clear, if the Customer exercises the option to procure the Services and Deliverables set out below for OC writing task, the staged implementation provisions under clause 6.6 of the Core Terms will apply. Refer to the SoW 1 for the definition of Stages description of Key Milestones and the notice mechanism unless otherwise agreed.

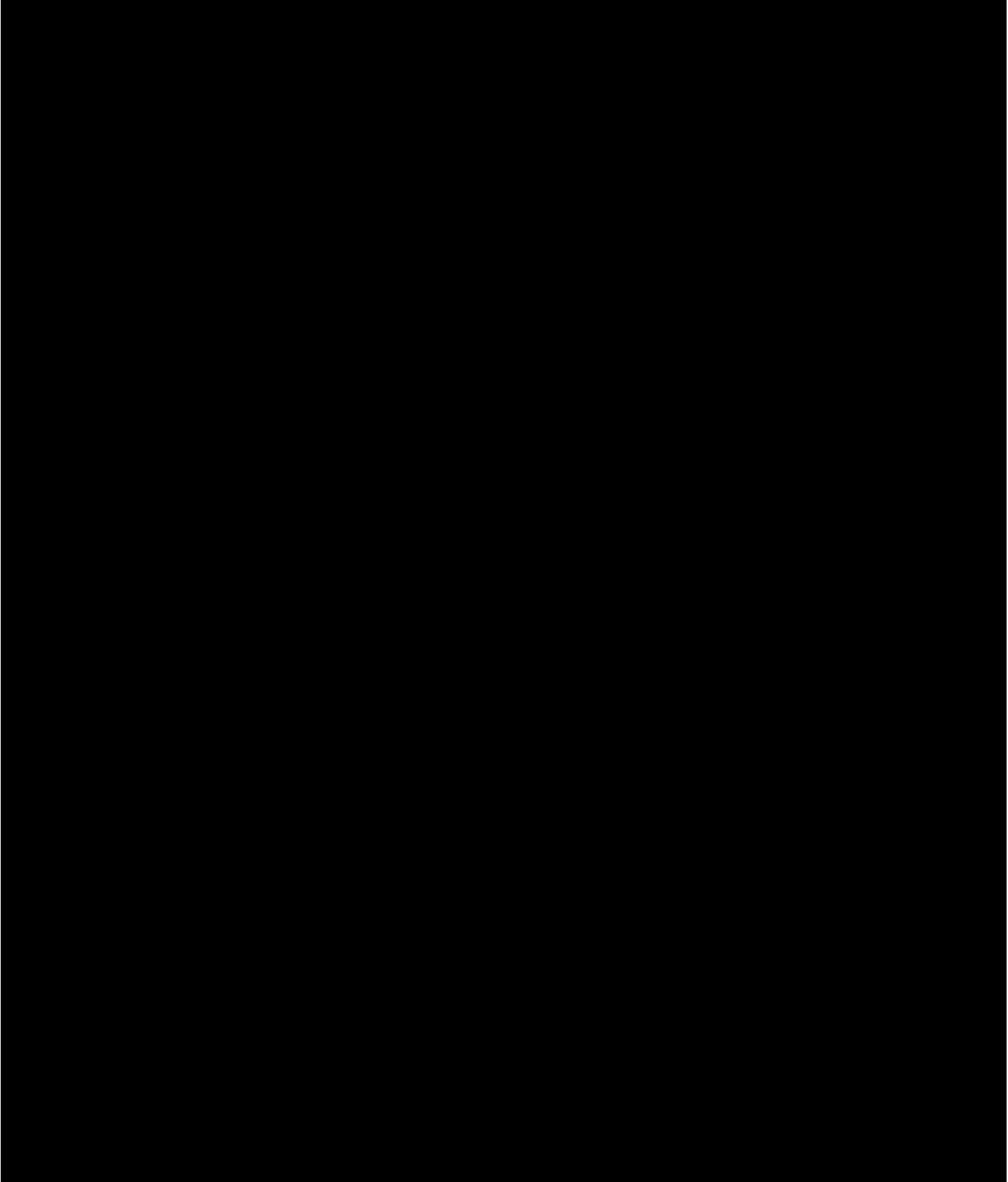




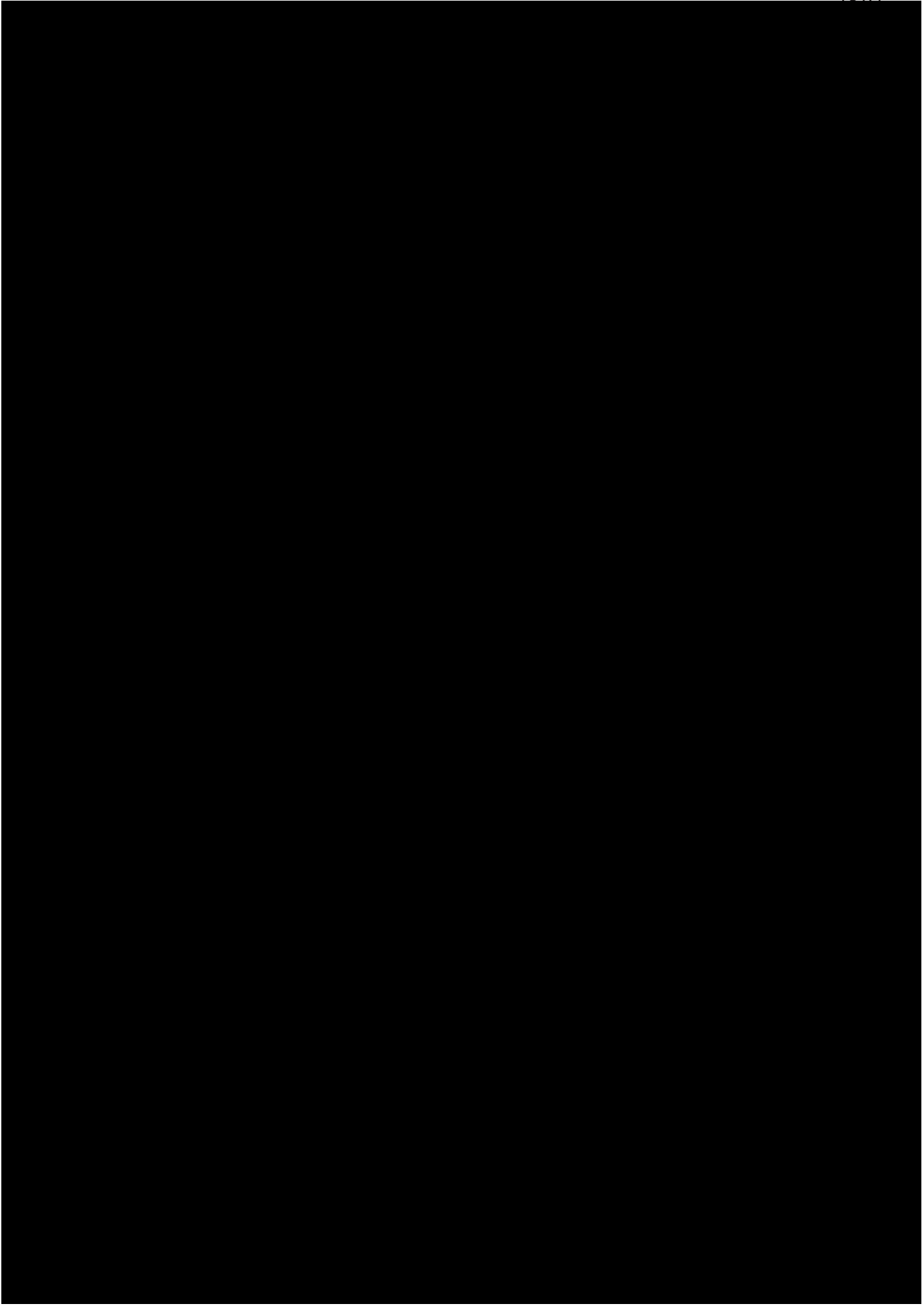


**6.3 Selective high schools year 8-12 placement tests - Optional****(a) During the Initial Term**

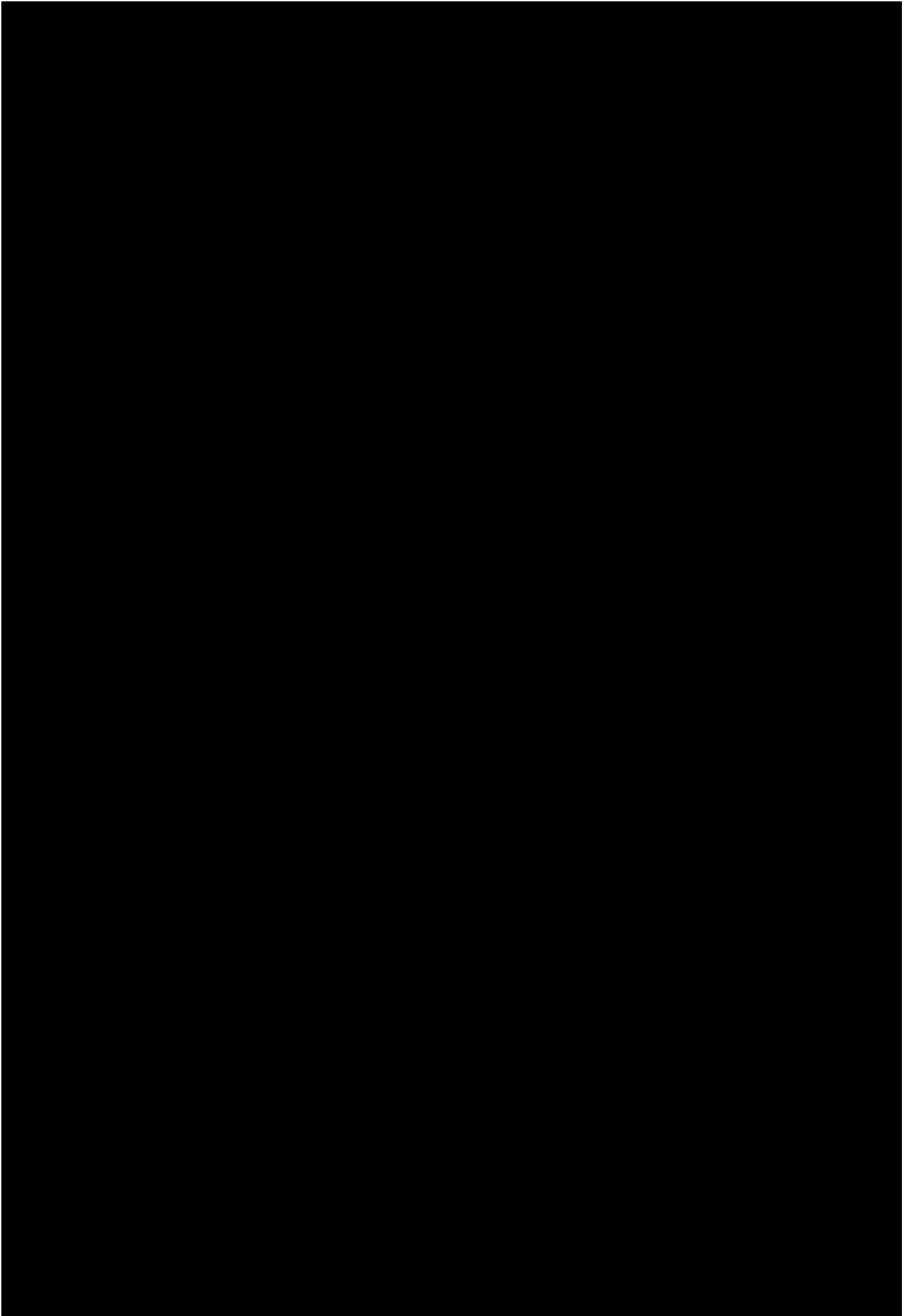
To be clear, if the Customer exercises the option to procure the Services and Deliverables set out below for selective high schools year 8-12 placement tests, the staged implementation provisions under clause 6.6 of the Core Terms will apply. Refer to the SoW 1 for the definition of Stages and the notice mechanism.

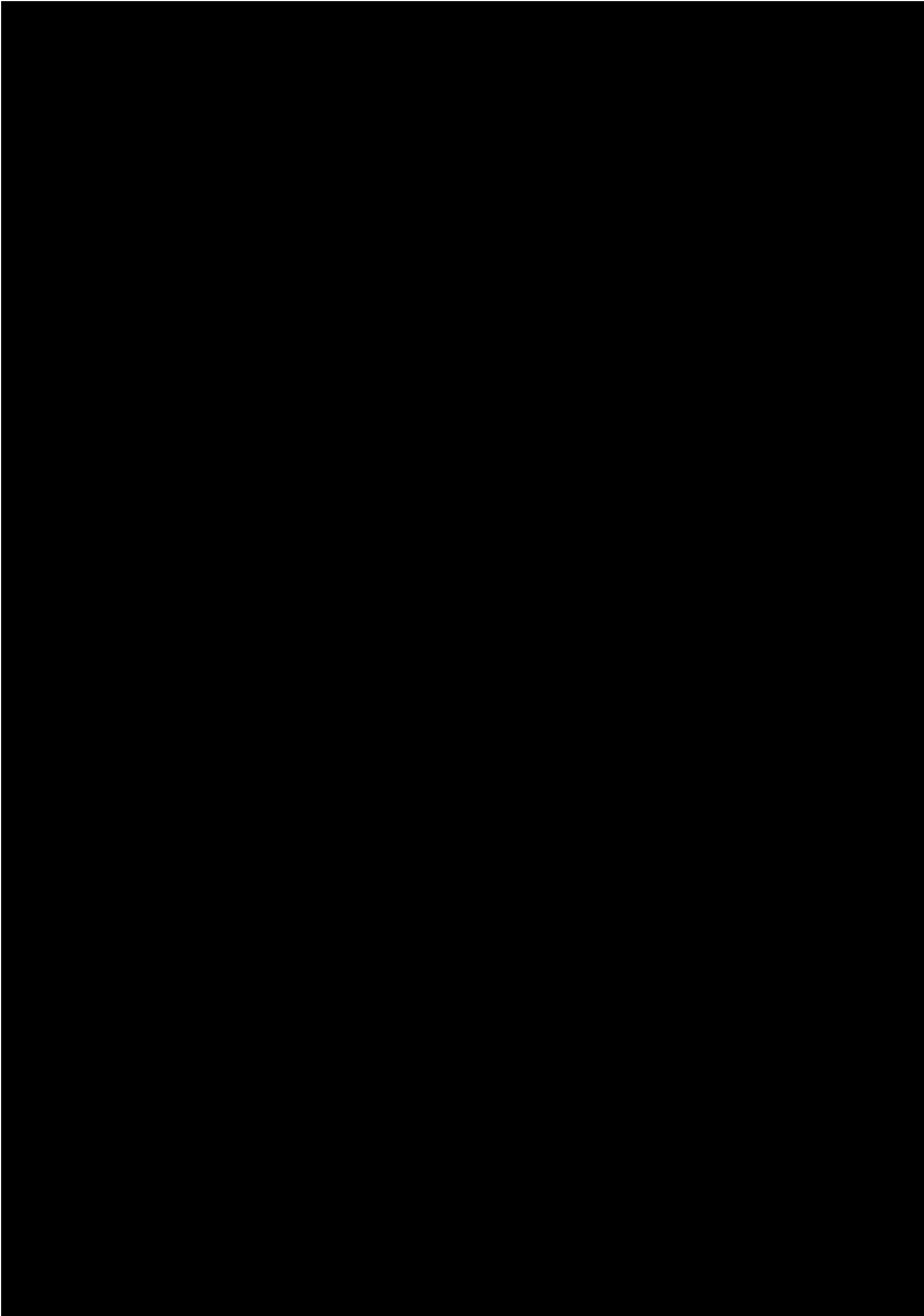


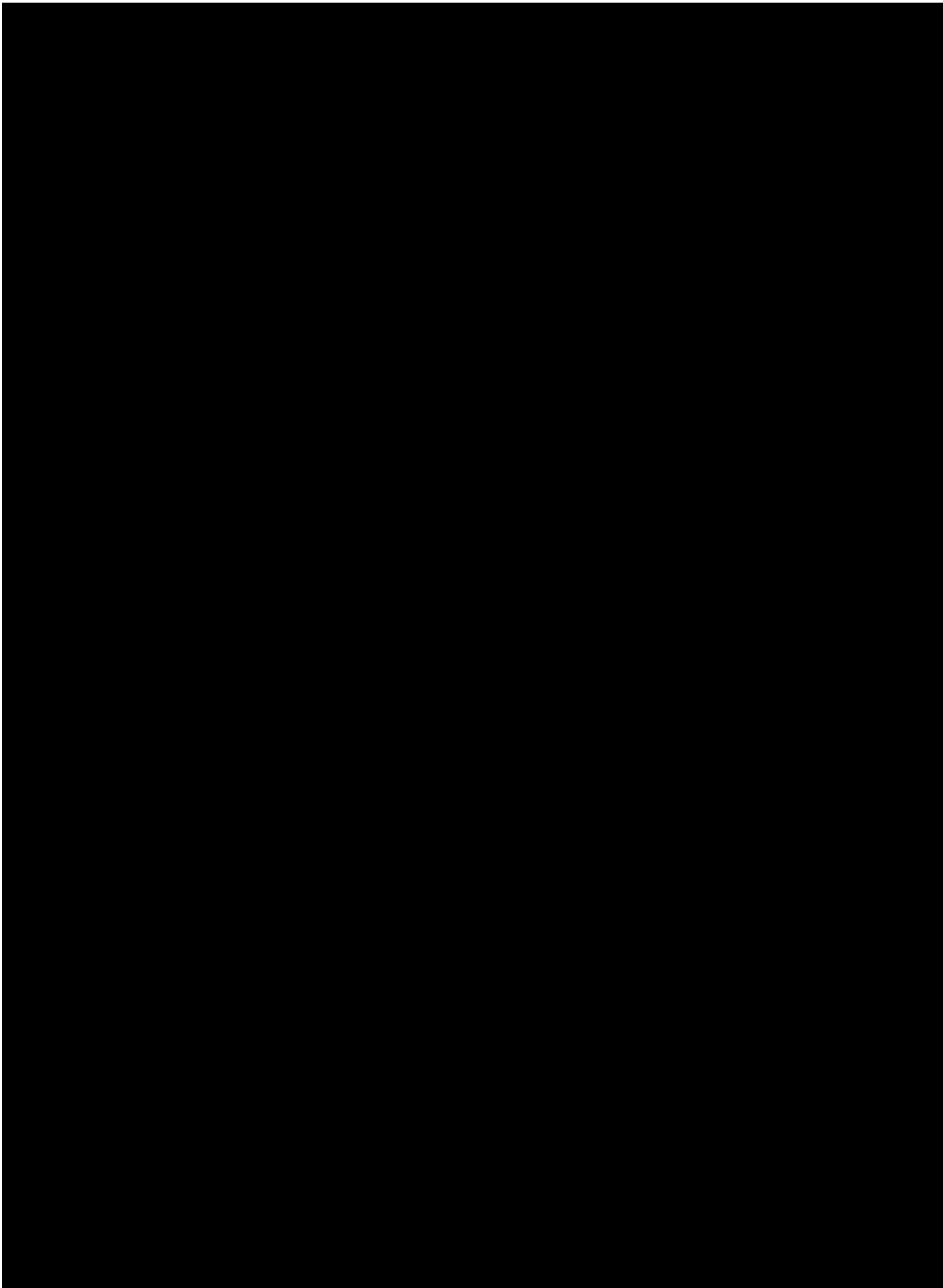
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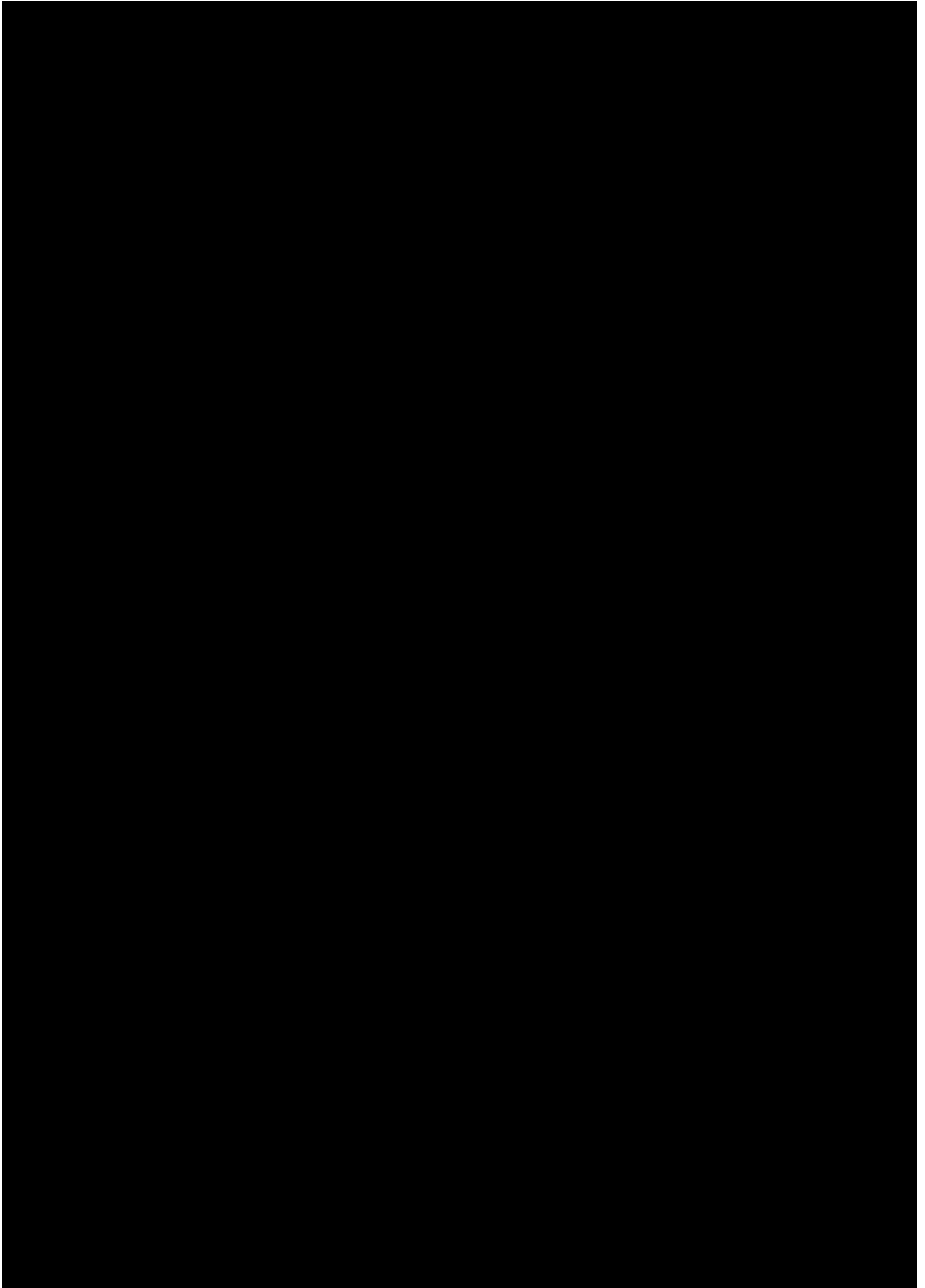


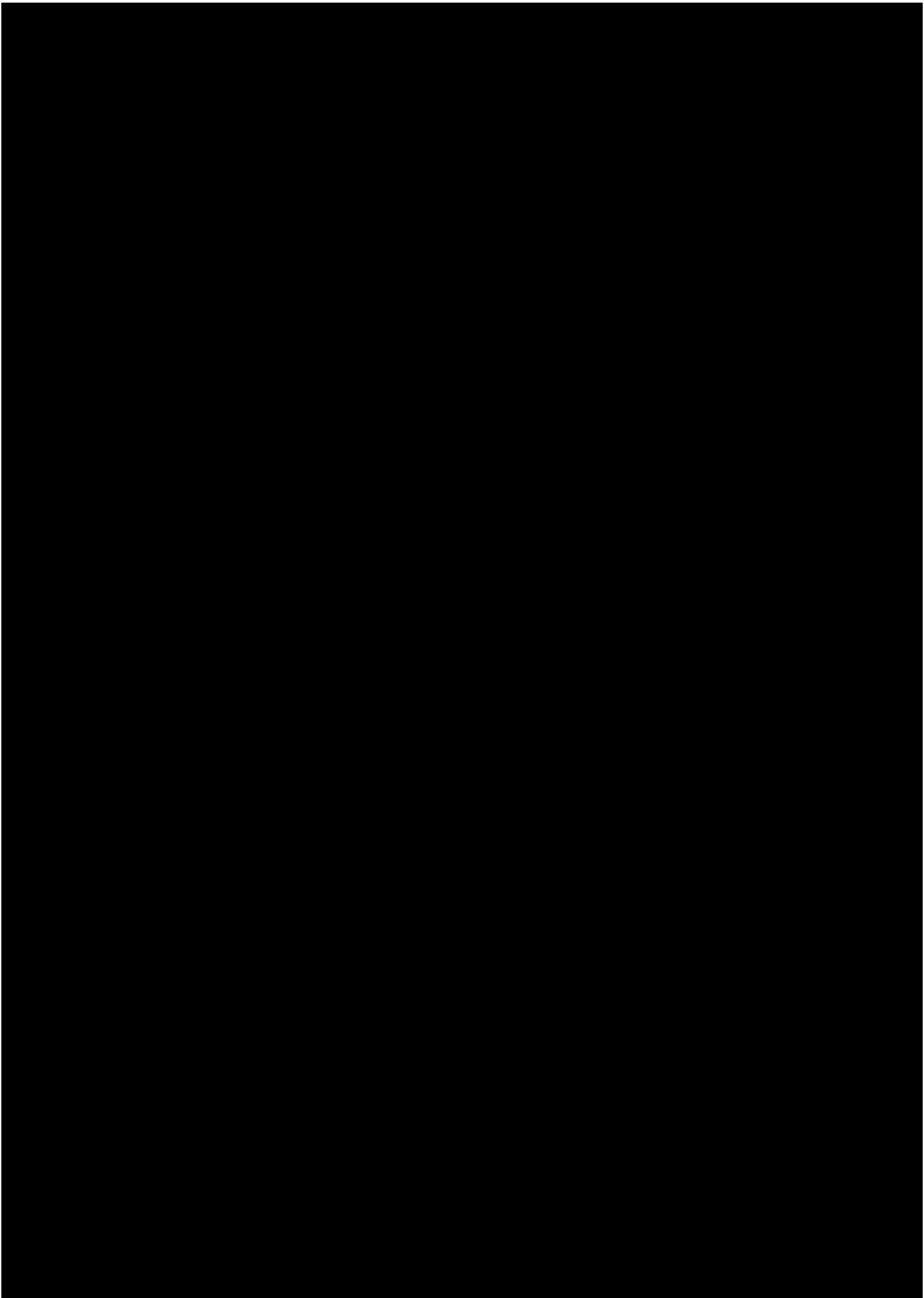
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**Schedule 5 - Change Request Form**

<b>Change Request number</b>	<i>[Number the Change Request to assist with tracking Change Requests and administrating the Agreement.]</i>
<b>Purchase Order Number and Agreement reference</b>	<i>[Where available, insert a reference to the applicable Purchase Order number and the Agreement reference number to which the Change Request relates.]</i>
<b>Effective date for Change Request</b>	<i>[Insert the date on which the parties agree the Change Request will become effective.]</i>
<b>Details of Change Request</b>	<i>[Insert a sufficiently detailed description of the Change Request, including which sections of the Statement of Work will be changed by the Change Request. Please attach a more detailed scope document to this Change Request, if required.]</i>
<b>Specifications</b>	<i>[Insert any changes to the Specifications, including any additional Specifications.]</i>
<b>Plans</b>	<i>[If applicable, outline the effect the Change Request will have on any Plans, such as the Project Plan. To the extent that it is appropriate to replace any Plans with new Plans, please attach those to this Change Request.]</i>
<b>Date for Delivery and Key Milestones</b>	<i>[List any new or amended Dates for Delivery and identify whether any of these dates constitute Key Milestones.]</i>
<b>Effect on Price</b>	<i>[If applicable, specify how the Change Request will affect the Price.]</i>
<b>Nominated Personnel</b>	<i>[Specify any changes to the Nominated Personnel.]</i>
<b>Implementation</b>	<i>[Outline in sufficient detail how the Change Request will be implemented.]</i>
<b>Effect on Customer Users</b>	<i>[Outline the effect, if any, of the change to the Customer Users.]</i>
<b>Other matters</b>	<i>[List any other matters that are relevant to the Change Request or that the Customer has requested are covered by this Change Request.]</i>
<b>List documents that form part of this Change Request</b>	<i>[Insert list.]</i>

<b>Customer</b>	<b>Supplier</b>
Name (Print):	Name (Print):
Signature:	Signature:
Date:	Date:

**Schedule 6 - Deed of Confidentiality and Privacy – NOT USED**

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**Schedule 7 - Escrow Deed – NOT USED**

## Schedule 8 - Performance Guarantee

**Deed of Guarantee and Indemnity** made on the date on which the last party to execute this deed has executed this deed

**The State of New South Wales by its Department of Education** ABN 40 300 173 822, of 105 Phillip St, Parramatta, NSW, 2150 (**Customer**)

**Janison Education Group Limited** ABN 90 091 302 975 of C/ Automic Group Level 5, 126 Phillip Street, Sydney NSW 2000 (**Guarantor**)

### RECITALS

- A. The Customer has agreed to enter into the ICT Agreement with the Supplier on the condition that the Guarantor provide this Guarantee.
- B. The Guarantor has agreed on the following terms and conditions to guarantee to the Customer all of the Obligations and to indemnify the Customer against any loss arising from any failure by the Supplier to perform the Obligations.

### THIS DEED PROVIDES

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## 1. Definitions

### 1.1 Definitions and Interpretation

In this Deed:

**Event of Default** means any event which constitutes a breach of the ICT Agreement.

**Guaranteed Money** means all money the payment or repayment of which, from time to time, forms part of the Obligations.

**ICT Agreement** means the agreement between the Customer and the Supplier dated around 5 February 2024.

**Insolvency Provision** means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

**Legal Opinion** means a legal opinion:

- (a) from lawyers to the Guarantor, authorised to practice in the place of incorporation of that Guarantor, stating that this deed is binding and enforceable against that Guarantor;
- (b) which states that it may be relied upon by the Customer; and
- (c) in a form reasonably satisfactory to the Customer.

**Obligation(s)** means all the liabilities and obligations of the Supplier to the Customer under or arising out of or in any way in connection with the ICT Agreement or the work to be carried out or performed by the Supplier under the ICT Agreement, and includes any liabilities or obligations which:

- (a) are liquidated or unliquidated;

- (c) are in existence before or come into existence on or after the date of this Deed;
- (d) relate to the payment of money or the performance or omission of any act;
- (e) sound in damages only; or
- (f) accrue as a result of any Event of Default,

and irrespective of:

- (g) whether the Supplier is liable or obligated solely, or jointly, or jointly and severally with another person;
- (h) the circumstances in which the Customer comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this Deed, including any assignment of any liability or obligation or of this Deed; or
- (i) the capacity in which the Supplier and the Customer comes to owe or be owed such liability or obligation.

**Power** means any right, power, authority, discretion, remedy or privilege conferred on the Customer by the ICT Agreement, by statute, by law or by equity.

**Security** means a mortgage, charge, pledge, lien, hypothecation, guarantee (including this Deed), indemnity, letter of credit, letter of comfort, performance bond, contractual right of set-off or combination or other assurance against loss which secures the Guaranteed Money or the performance of any other Obligation, and whether existing at the date of this Deed or at any time in the future.

**Specified Rate** means the rate which is 2% above the rate expressed as a percentage per annum:

- (a) which is the average of the bid rates shown at or about 10:15am on reference rate page "BBSY" on the Reuters Monitor System on the day the relevant amount was due and payable for bank accepted bills having a tenor of 30 days; or
- (b) if for any reason the rate referred to in paragraph (a) is no longer available or if there is no rate displayed for that period at that time, then the average of the buying rates quoted by three banks selected by the Customer at or about 10:15am on the relevant date referred to in paragraph (a) for bills accepted by such banks having a tenor of 30 days.

**Supplier** means Janison Solution Pty Ltd ABN 35 0818 974 94.

## 1.2 Defined terms

Terms used in this Deed which are not otherwise defined will have the meaning given to them in the ICT Agreement.

## 1.3 Interpretation

In this Deed unless the context otherwise requires:

- (a) references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) the word "includes" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;

- (b) the word "includes" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (c) a reference to any party to this Deed includes that party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (d) a reference to any authority, institute, association or body is:
  - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as the case may be; and
  - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (e) a reference to this Deed or to any other deed, agreement, document or instrument is deemed to include a reference to this Deed or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (f) a reference to any legislation or to any section or provision of it includes:
  - (i) any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision; and
  - (ii) ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;
- (g) words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) headings are for convenience only and do not affect the interpretation of this Deed;
- (i) a reference to:
  - (i) a party or clause is a reference to a party or clause of or to this Deed; and
  - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;
- (j) where 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;
- (k) for all purposes (other than where designated as a Business Day), "day" means calendar day;
- (l) a reference to "\$" is to Australian currency or such other currency specified in the Order Documents;
- (m) no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Deed or any part; and
- (n) any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations,

drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

## 1.4 Limitation

- (a) Notwithstanding any other clause in this Deed but subject to clauses 1.4(b) and (c):
- (i) the aggregate liability of the Guarantor under this Deed will not exceed the aggregate liability of the Supplier under the ICT Agreement;
  - (ii) the liability of the Guarantor under this Deed in connection with a breach of the ICT Agreement by the Supplier shall not be greater than the liability of the Supplier under the ICT Agreement in respect of the breach;
  - (iii) nothing in this Deed is intended to render the Supplier and the Guarantor liable for the same loss twice for the one breach of the ICT Agreement by the Supplier;
  - (iv) the Guarantor is entitled to rely on all defences, limitations and exclusions (including set-off and counterclaim) available to the Supplier under the ICT Agreement;
  - (v) where the Guarantor is performing any Obligation, the Guarantor will not be required to perform any such Obligation in a manner any different than that required by the ICT Agreement; and
  - (vi) payment by one of the Supplier or the Guarantor to, or in favour of, the Customer shall be deemed to be good discharge against the Customer in respect of that payment.
- (b) The limitation of liability under this clause 1.4 does not apply to liability to pay any interest in accordance with clause 7.3 of this Deed or otherwise.
- (c) Nothing in this clause 1.4 shall limit the Guarantor's liability for Obligations which arise from, or would have arisen from, any voided, voidable, unenforceable or irrecoverable Obligations referred to in clause 3(b) of this Deed (if those Obligations had not been voided, avoided, unenforceable or irrecoverable), subject to such liability not exceeding the liability that the Supplier would have had if the Obligations had not been voided, voidable, unenforceable or irrecoverable.

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## 2. Guarantee

### 2.1 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Customer the due and punctual performance by the Supplier of all the Obligations.

### 2.2 Payment by Guarantor

If the Supplier does not pay the Guaranteed Money when due, the Guarantor must, on demand, pay to the Customer the Guaranteed Money which is then due and unpaid or which later becomes due, owing or payable.

### 2.3 Perform Obligations

If the Supplier defaults in the performance or observance of any of the Obligations, the Guarantor must, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Customer, immediately perform any of the Obligations then required to

be performed by the Supplier in the same manner as the Supplier is required to perform the Obligations.

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### **3. Indemnity**

As a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Customer and to keep the Customer indemnified at all times against any loss or damage suffered by the Customer arising out of or in connection with any:

- (a) failure by the Supplier to perform the Obligations; or
- (b) obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable against or irrecoverable from the Supplier for any reason, and whether or not the Customer knew or ought to have known of that reason.

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### **4. Liability as Guarantor and indemnifier**

A reference in this Deed to the obligations or liabilities of the Guarantor is a reference to the Guarantor's obligations or liabilities as either guarantor or indemnifier (or both) under this Deed. The use of the expression "Guarantor" in this Deed in relation to a party must not be construed as diminishing that party's obligations as an indemnifier under this Deed.

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### **5. Nature and preservation of liability**

#### **5.1 Absolute liability**

- (a) The liability of the Guarantor under this Deed is absolute and is not subject to the performance of any condition precedent or subsequent by the Supplier or the Guarantor.
- (b) This Deed binds each person who has executed it, notwithstanding that:
  - (i) any person, whether named as a party or not, does not execute this Deed;
  - (ii) the execution of this Deed by any person is invalid, forged or irregular in any way; or
  - (iii) this Deed is or becomes unenforceable, void or voidable against any other person.

#### **5.2 Unconditional liability**

The liability of the Guarantor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause 5.2, might operate in law or in equity to release the Guarantor from that liability or to reduce the Guarantor's liability under this Deed, including any of the following:

- (a) the occurrence before, on or at any time after the date of this Deed, of any Insolvency Event in relation to the Supplier or the Guarantor;
- (b) the receipt by the Customer of any payment, dividend or distribution under any Insolvency Provision in relation to the Supplier or the Guarantor;
- (c) the occurrence of any Event of Default;



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- (d) the ICT Agreement or any payment or other act, the making or doing of which would otherwise form part of the Obligations being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrecoverable in whole or in part for any reason whether past, present or future;
- (e) the Customer accepting or declining any Security from any person at any time;
- (f) the Customer granting time, waiver or other indulgence or concession to, or making any composition or compromise with, the Supplier or the Guarantor;
- (g) the Customer not exercising or delaying (whether deliberately, negligently, unreasonably or otherwise) in the exercise of any remedy or right it has for the enforcement of the ICT Agreement or any Obligation;
- (h) any laches, acquiescence or other act, neglect, default, omission or mistake by the Customer;
- (i) the determination, rescission, repudiation or termination, or the acceptance of any of the foregoing, by the Customer, the Supplier or the Guarantor of the ICT Agreement or any Obligation;
- (j) any variation to the ICT Agreement or any Obligation, whether or not that variation is substantial or material, or imposes any additional liability on or disadvantages the Supplier or the Guarantor;
- (k) the full, partial or conditional release or discharge by the Customer, or by operation of law, of the Supplier or the Guarantor from the ICT Agreement or any Obligation;
- (l) any change in membership (whether by death or retirement of an existing member, admission of a new member, or otherwise) or in the name of any partnership, firm or association in which the Supplier or the Guarantor is a member;
- (m) the transfer, assignment or novation by the Customer, the Supplier or the Guarantor of all or any of its rights or obligations under the ICT Agreement or under any other Obligation;
- (n) any failure by the Customer to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Customer relating to or affecting the Supplier or the Guarantor at any time before or during the currency of this Deed, whether prejudicial or not to the rights and liabilities of the Guarantor and whether or not the Customer was under a duty to disclose that fact, circumstance, event or thing to the Guarantor or to the Supplier;
- (o) the Customer agreeing with the Supplier or the Guarantor not to sue, issue process, sign or execute judgment, commence proceedings for bankruptcy or liquidation, participate in any administration, scheme or deed of arrangement or reconstruction, prove in any bankruptcy or liquidation, or do anything else in respect of the liability of the Supplier or the Guarantor; or
- (p) the provisions of section 440J of the *Corporations Act 2001* (Cth) operating to prevent or delay:
  - (i) the enforcement of this Deed against any Guarantor; or
  - (ii) any claim for contribution against any Guarantor.

### 5.3 No merger

- (a) This Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect the ICT Agreement or any other Power of the Customer.
- (b) The Customer will hold any judgment or order obtained by it against any person in respect of the Guaranteed Money or the Obligations collaterally with this Deed, and this Deed will not merge in that judgment or order.

### 5.4 No obligation to gain consent

No consent is required from any Guarantor nor is it necessary for the Guarantor to be made aware of any event referred to in clause 5.2, any transaction between the Customer and the Supplier, or any particulars concerning any Obligation.

### 5.5 Appropriation

- (a) The Customer is under no obligation to marshal or appropriate in favour of any Guarantor, or to exercise, apply, transfer or recover in favour of any Guarantor, any Security or any funds or assets that the Customer holds, has a claim on, or has received or is entitled to receive, but may do so in the manner and order as the Customer determines in its absolute discretion.
- (b) The Customer may hold in a suspense account (without liability to pay interest) any money which it receives from the Guarantor, or which it receives on account of the Guarantor's liability under this Deed, and which the Customer may, at its discretion, appropriate in reduction of the Guarantor's liability under this Deed.

### 5.6 Void or voidable transactions

If:

- (a) the Customer has at any time released or discharged:
  - (i) the Guarantor from its obligations under this Deed; or
  - (ii) any assets of the Guarantor from a Security,

in either case in reliance on a payment, receipt or other transaction to, or in favour of, the Customer; or
- (b) any payment or other transaction to, or in favour of, the Customer has the effect of releasing or discharging:
  - (i) the Guarantor from its obligations under this Deed; or
  - (ii) any assets of the Guarantor from a Security,

and:

- (c) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under an Insolvency Provision or under the general law; and
- (d) that claim is upheld or is conceded or compromised by the Customer,

then:

- (e) the Customer will immediately become entitled against the Guarantor to all rights (including under any Security) as it had immediately before that release or discharge;
- (f) the Guarantor must immediately do all things and execute all documents as the Customer may reasonably require to restore all of those rights to the Customer; and
- (g) the Guarantor must indemnify the Customer against costs, losses and expenses suffered or incurred by the Customer in, or in connection with, any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

## **5.7 No set-off, counterclaim**

Subject to clause 1.4(a)(iv), the liability of the Guarantor under this Deed will not be reduced or avoided by any defence, set-off or counterclaim available to the Supplier against the Customer.

## **5.8 Claim on the Guarantor**

- (a) Subject to clause 5.8(b), the Customer is not required to make any claim or demand on the Supplier, or to enforce the ICT Agreement, or any other right, power or remedy against the Supplier, before making any demand or claim on the Guarantor.
- (b) The Customer agrees not to make a claim or demand for payment of Guaranteed Money against the Guarantor under this Deed unless:
  - (i) the Customer has made a written claim or demand against the Supplier for such Guaranteed Money, a copy of which the Customer gives to the Guarantor at the same time as the Customer makes the claim or demand against the Supplier, and such Guaranteed Money remains unpaid, in whole or in part, for 10 Business Days after the claim or demand is made; or
  - (ii) an Insolvency Event has occurred in relation to the Supplier or the Guarantor.

## **5.9 No representation by Customer etc.**

The Guarantor acknowledges that it has not entered into this Deed as a result of any representation, promise, statement or inducement to the Guarantor by, or on behalf of, the Customer, the Supplier or any other person.

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# **6. Representations and warranties**

## **6.1 General representations and warranties**

The Guarantor, or if there is more than one Guarantor, each Guarantor, represents and warrants to the Customer that:

- (a) this Deed constitutes a valid and legally binding obligation of the Guarantor in accordance with its terms;
- (b) the execution, delivery and performance of this Deed by the Guarantor does not breach any law binding on it, or any document or agreement to which the Guarantor is a party or which is binding on it or any of its assets;

- (c) no litigation, arbitration, mediation, conciliation, criminal or administrative proceedings are current, pending or, to the knowledge of the Guarantor, threatened, which, if adversely determined, may have a material adverse effect on the ability of the Guarantor to perform its obligations under this Deed;
- (d) all information relating to the Guarantor provided to the Customer in connection with this Deed is true in all material respects and is not, by omission or otherwise, misleading in any material respect; and
- (e) the Guarantor has not entered into this Deed as the trustee of any trust.

## 6.2 Corporate representations and warranties

The Guarantor, or if there is more than one Guarantor, each Guarantor, that is or purports to be a body corporate, further represents and warrants to the Customer that:

- (a) it is duly incorporated and has the corporate power to own its property and to carry on its business as is now being conducted;
- (b) the execution, delivery and performance of this Deed does not breach the constitution of the Guarantor and, if the Guarantor or any of its subsidiaries is listed on the Australian Stock Exchange Limited or on any other stock exchange, those listing requirements or business rules;
- (c) it has the power, and has taken all corporate and other action required, to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed; and
- (d) the Guarantor has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all of those filings and registrations are current, complete and accurate to the extent that they are material to the performance of the obligations of the Guarantor under this Deed.

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## 7. Payments

### 7.1 On demand

All money payable by the Guarantor under this Deed must be paid by the Guarantor on demand by the Customer in immediately available funds to the account and in the manner notified by the Customer to the Guarantor.

### 7.2 Payment in gross

All money received or recovered by the Customer on account of the Guaranteed Money will be treated as payments in gross without any right on the part of the Guarantor to claim the benefit of any money received or recovered by the Customer or any Security, until the Customer has been paid 100 cents in the dollar in respect of the Guaranteed Money.

### 7.3 Interest

As a liability separate and distinct from the Guarantor's liability under clauses 2 and 3, the Guarantor must, on demand by the Customer, pay interest on all amounts due and payable by it and unpaid under or in respect of this Deed. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the Specified Rate for successive 90 day interest periods commencing on the date of default and, if not paid when due, will itself bear interest in accordance with this clause 7.3, provided that interest will not be payable under this clause to the extent that interest for late payment to the Customer is incorporated into the calculation of the amount payable under the ICT Agreement.

## 7.4 Merger

If the liability of the Guarantor to pay to the Customer any money under this Deed becomes merged in any judgment or order, then, as an independent obligation, the Guarantor will pay interest on the amount of that money at the rate which is the higher of that payable under clause 7.3 and that fixed by or payable under the judgment or order.

## 7.5 No set-off or deduction

All payments by the Guarantor to the Customer under this Deed must be:

- (a) subject to clause 1.4(a)(iv), free of any set-off or counterclaim; and
- (b) without deduction or withholding for, or on account of any present or future taxes, unless the Guarantor is compelled by law to make any deduction or withholding.

If the Guarantor is compelled by law to make any deduction or withholding for or on account of any present or future taxes (not being taxes on the overall net income of the Customer), then the Guarantor must:

- (c) pay to the Customer any additional amounts necessary to enable the Customer to receive (after all deductions and withholdings for those taxes) a net amount equal to the full amount which would otherwise be payable to the Customer if no deduction or withholding was required to be made;
- (d) promptly (and within the time prescribed by law) pay to the relevant taxing authority the amount of those taxes which it is compelled by law to deduct or withhold, and indemnify the Customer for any taxes and interest or penalties to which the Customer may become liable consequent upon the failure of the Guarantor to pay those taxes; and
- (e) deliver to the Customer, promptly on request from the Customer, a copy of any receipt issued by the relevant taxing authority on payment of those taxes.

## 7.6 Currency indemnity

- (a) The Australian Dollar is the currency of payment by the Guarantor under or in connection with this Deed, except that payment by the Guarantor of or in relation to any Obligation which is expressly stated to be made in a foreign currency must be made in that foreign currency.
- (b) If for any reason any amount payable by the Guarantor under, or in connection with, this Deed is received by the Customer in a currency (**Payment Currency**) other than the currency in which that amount is required to be paid under this Deed (whether as a result of any judgment or order, the liquidation of the Guarantor or otherwise) (**Agreed Currency**), and the amount obtained (net of charges) by the Customer on its conversion of the amount of the Payment Currency received into the Agreed Currency is less than the amount payable under this Deed in the Agreed Currency, then the Guarantor will, as an independent and additional obligation, indemnify the Customer for that deficiency and for any loss sustained as a result of that deficiency.

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## 8. Expenses and stamp duties

### 8.1 Expenses

The Guarantor must, on demand, reimburse the Customer for, and keep the Customer indemnified against, all expenses (including legal fees, costs and disbursements on a

solicitor/own client basis or on a full indemnity basis, whichever is the higher) assessed without the necessity of taxation, incurred by the Customer in connection with any:

- (a) consent, agreement, approval, waiver, amendment to or discharge of this Deed; and
- (b) exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, of any rights under this Deed.

## 8.2 Stamp duties

- (a) The Guarantor must pay all stamp duties, transaction, registration and similar taxes, including fines and penalties, financial institutions duty and debits tax, which may be payable to, or required to be paid by, any appropriate authority, or determined to be payable in connection with the execution, delivery, performance or enforcement of this Deed or any payment, receipt or other transaction contemplated by this Deed.
- (b) The Guarantor must indemnify the Customer against any loss or liability incurred or suffered by the Customer as a result of the delay or failure by the Guarantor to pay taxes.

## 8.3 Goods and Services Tax

If the Customer is or becomes liable to pay any GST (including any penalty) in respect of any supply it makes under, or in connection with, this Deed (**GST Liability**) then:

- (a) to the extent that an amount is payable by the Guarantor to the Customer under this Deed for that supply - the amount will be increased by the full amount of the GST Liability; and
- (b) otherwise the Guarantor will indemnify and keep the Customer indemnified for the full amount of the GST Liability.

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## 9. Assignment

The Customer may assign, novate or otherwise transfer all or any part of its rights under this Deed and may disclose to a proposed assignee or transferee any information in the possession of the Customer relating to the Guarantor.

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## 10. Governing law, jurisdiction and arbitration

### 10.1 Governing law

This Deed, and where applicable the arbitration reference contained in clause 10.3, is governed by, and will be construed according to the laws of New South Wales, Australia.

### 10.2 Jurisdiction

- (a) This clause 10.2 only applies where clauses 10.3 to 10.7 do not apply.
- (b) The Guarantor irrevocably and unconditionally submits to the sole and exclusive jurisdiction of the courts of New South Wales, Australia and the courts entitled to hear appeals from those courts.
- (c) The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceeding has been brought in an inconvenient forum, where that venue falls within clause 10.2(b).

### 10.3 Reference to arbitration

- (a) Clauses 10.3 to 10.7 will only apply where the Guarantor is a foreign company (as defined in section 9 of the *Corporations Act 2001* (Cth)).
- (b) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (c) The seat of the arbitration will be Sydney.
- (d) The number of arbitrators will be one.
- (e) The language of the arbitration will be English.

### 10.4 Powers of the arbitrator

The arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

### 10.5 Consolidation

The parties agree that section 24 of the *International Arbitration Act 1974* (Cth) will apply in respect of consolidations.

### 10.6 Joinder

The arbitral tribunal has the power, on the application of any party to the arbitration, to allow a third party who the arbitrator considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party to this Deed hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitrator has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

### 10.7 Award final and binding

Any award will be final and binding upon the parties.

### 10.8 Guarantor incorporated outside Australia

If the Guarantor is incorporated outside of Australia, a Legal Opinion must be provided by the Guarantor to the Customer, on the date of execution of this Deed.

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## 11. Miscellaneous

### 11.1 Notices

- (a) Any notices contemplated by this Deed must be in writing and delivered to the relevant email or postal address as set out below (or to any new address that a party notifies to the other):
  - (i) to the Customer: Email: SelectiveEducation.Correspondence@det.nsw.edu.au and Post: 105 Phillip St, Parramatta, NSW, 2150

- (ii) to the Guarantor: Email: legal@janison.com and Post: C/ Automic Group Level 5, 126 Phillip Street Sydney NSW 2000
- (b) Unless there is evidence to the contrary:
  - (i) a letter sent by post will be taken to be received on the fifth Business Day after posting (or seventh, if posted to or from a place outside of Australia); and
  - (ii) in the case of email:
    - A. production of a delivery notification statement from the computer from which the email was sent which indicates that the email was sent in its entirety to the email address of the recipient will be prima facie evidence that the email has been received;
    - B. where there is no delivery notification statement from the computer from which the email was sent, the date and the time of dispatch of the email will be prima facie evidence of the date and time that the email was received; and
    - C. where a delivery error or similar response is returned in response to that email, the email will not be taken to be received and the sender must use an alternative method of giving that notice in accordance with this clause.

## 11.2 Continuing obligation

This Deed is a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, express or implied revocation or any other matter or thing, and the Customer will continue to be entitled to the benefit of this Deed as regards the due and punctual performance of all the Obligations until a final discharge has been given to the Guarantor.

## 11.3 Further assurance

The Guarantor must immediately on the request of the Customer, and at the cost of the Guarantor, do and perform all further acts and things and execute and deliver all further documents as the Customer reasonably requires, or as are required by law, to perfect or to give effect to the rights and powers of the Customer created, or intended to be created, by this Deed.

## 11.4 Form of demand

A demand on the Guarantor for payment under this Deed may be in the form and contain any information as the Customer determines, provided it includes particulars of the relevant default in the due and punctual performance of the Obligations.

## 11.5 Entire agreement

This Deed constitutes the entire agreement and understanding between the parties and will take effect according to its tenor despite, and supersede:

- (a) any prior agreement (whether in writing or not), negotiations and discussions between the parties in relation to the subject matter of this Deed; or
- (b) any correspondence or other documents relating to the subject matter of this Deed that may have passed between the parties prior to the date of this Deed and that are not expressly included in this Deed.



## 11.6 Joint and several liability

The obligations of the Guarantor, if more than one person, under this Deed, are joint and several. Each person constituting the Guarantor acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this Deed) of the other as if those acts or omissions were its own and the Customer may proceed against any or all of them. This Deed binds each person who signs as a "Guarantor" even if another person who was intended to become a "Guarantor" does not become a "Guarantor" or is not bound by this Deed.

## 11.7 Severance

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

## 11.8 Remedies cumulative

Each Power is cumulative and in addition to each other Power available to the Customer.

## 11.9 Waiver

- (a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this Deed by the Customer will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Deed.
- (b) Any waiver or consent given by the Customer under this Deed will only be effective and binding on the Customer if it is given or confirmed in writing by the Customer.
- (c) No waiver by the Customer of:
  - (i) a breach of any term of this Deed; or
  - (ii) any other failure by the Guarantor to comply with a requirement of this Deed,

will operate as a waiver of another breach of that term or failure to comply with that requirement or of a breach of any other term of this Deed or failure to comply with any other requirement of this Deed.

## 11.10 Consents

Any consent of the Customer referred to in, or required under, this Deed may be given or withheld, or may be given subject to any conditions, as the Customer (in its absolute discretion) thinks fit, unless this Deed expressly provides otherwise.

## 11.11 Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Deed.

## 11.12 Moratorium legislation

To the fullest extent permitted by law, the provisions of all laws operating directly or indirectly to lessen or affect in favour of the Guarantor any obligation under this Deed, or to delay or otherwise prevent or prejudicially affect the exercise of any Power, are expressly waived.

## 11.13 Variations

This Deed may only be varied by a document signed by or on behalf of both the Customer and the Guarantor.

## 11.14 Provisions limiting or excluding liability

Any provision of this Deed which seeks to limit or exclude a liability of the Customer or the Guarantor is to be construed as doing so only to the extent permitted by law.

## 11.15 Counterparts

- (a) This Deed need not be executed by the Customer.
- (b) If the Guarantor is more than one person, a Guarantor may execute this Deed in one or more separate counterparts, each of which constitutes the deed of that Guarantor.

## 11.16 Confidentiality

- (a) Subject to clause 11.16(b), each party must keep the terms of this Deed confidential.
- (b) A party may make any disclosure in relation to this Deed:
  - (i) to a professional adviser, financial adviser, insurer, rating agency, financier or auditor if that person is obliged to keep the information disclosed confidential;
  - (ii) to the extent required to comply with any law, a requirement of a regulatory body (including any relevant stock exchange) or pursuant to an administrative request or Parliamentary requirement;
  - (iii) to any of its employees or officers to whom it is necessary to disclose the information;
  - (iv) in connection with any legal or arbitral proceeding under or in relation to this Deed;
  - (v) to obtain the consent of a third party to a term of, or to an act under, this Deed;
  - (vi) to a "related body corporate", as defined in section 9 of the *Corporations Act 2001* (Cth), as long as it advises that related body corporate of the confidential nature of the terms of this Deed;
  - (vii) (in the case of the Customer) to a potential assignee provided they agree to keep the terms of this Deed confidential;
  - (viii) (in the case of the Customer) to a related agency (where applicable) or to its responsible Minister;
  - (ix) with the prior consent of the other party to this Deed; or

*ICTA*

- (x) if the information disclosed has come into the public domain through no fault of the party (or its Personnel or related bodies corporate) making the disclosure.

**Executed as a deed**

**Signed** for and on behalf of **The State of New South Wales by its Department of Education ABN 40 300 173 822** by its authorised delegate in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

**Executed by Janison Education Group Limited ABN 90 091 302 975** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorised delegate

\_\_\_\_\_  
Full name of authorised delegate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of company secretary/director

\_\_\_\_\_  
Date

**Schedule 9 - Financial Security – NOT USED**



# Cloud Module

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# Cloud Module

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## Background

- A. This Module forms part of the Digital.NSW ICT Purchasing Framework.
- B. The purpose of this Module is to set out the specific terms and conditions which apply to the provision of Cloud Services and related or ancillary goods and services.
- C. The specific Services and Deliverables that the Supplier will provide under the Agreement are described in the Order Form.

## PART A: PRELIMINARIES

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### 1. General

#### 1.1 Scope

The Supplier must provide the Cloud Services and associated Deliverables described in the Order Form on the terms of this Module and the other terms of the Agreement.

#### 1.2 Acknowledgements

The parties acknowledge and agree that the:

- (a) obligations in this Module supplement, and are in addition to, the parties' other rights and obligations under the Agreement. Except to the extent expressly provided in the Agreement, nothing in this Module is intended to limit or restrict any other provision under the Agreement; and
- (b) Customer is relying on the Supplier's expertise in providing the Cloud Services under this Module.

#### 1.3 Services Period

The Cloud Services must be provided for the Term or for such other period specified in the Order Form (**Services Period**).

#### 1.4 Variations to Cloud Services

- (a) Unless otherwise specified in the Order Form, the Supplier may, subject to this clause 1.4, unilaterally upgrade or vary the functions, features, performance and other characteristics of the Cloud Services (**Unilateral Variation**) at its sole cost, provided that the Unilateral Variation:
  - (i) does not reduce or diminish the security, functionality, performance or availability of the Cloud Services;
  - (ii) does not breach the service standards and any applicable Service Levels that apply under the Agreement; and
  - (iii) is consistent with the Supplier's obligations under the Core Terms, Module Terms and any Additional Conditions.
- (b) The Supplier must, to the extent reasonably practicable, provide the Customer with advance notice of each proposed Unilateral Variation. Where it is impracticable to



provide advance notice, the Supplier must provide the Customer with written notice of the Unilateral Variation within 24 hours of it coming into effect.

- (c) Notice under clause 1.4(b) must be provided in writing and, notwithstanding clause 39.13 (**Notices**) of the Agreement, may, if specified in the Order Form, be provided in the form and via the medium specified in the Order Form.
- (d) If requested by the Customer, the Supplier must promptly provide the Customer with all information that may be reasonably requested by the Customer to understand the purpose, scope and effect of the Unilateral Variation.
- (e) Where this clause 1.4 applies, the parties agree that it governs the process with respect to Unilateral Variations to the Cloud Services only. Where this clause does not apply, all variations to the Services must be made by following the Change Control Procedure, except to the extent otherwise expressly permitted under the Agreement (including clause 4.4 below).

## **PART B: PROVISION OF CLOUD SERVICES**

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### **2. Provision and use of Cloud Services**

#### **2.1 Customer use and access to the Cloud Services**

- (a) By the Dates for Delivery (or as otherwise agreed between the parties in writing), the Supplier must provide the Customer with access to:
  - (i) the Cloud Services;
  - (ii) User Documentation that:
    - A. contains sufficient information to enable the Customer and Permitted Users to use the Cloud Services for the Permitted Purpose and in the manner contemplated under the Agreement; and
    - B. complies with clause 8.4 (User Documentation) of the Agreement; and
  - (iii) any Third Party Components or other Deliverables that are specified in the Order Form or are needed to utilise the Cloud Services in accordance with the Agreement.
- (b) Where access codes are required to access the Cloud Services or User Documentation, the Supplier must provide the Customer with the relevant access codes by the date specified in the Order Form, or where no date is specified, on the Commencement Date.

#### **2.2 Scope of licence**

- (a) Notwithstanding clauses 17.2, 17.4 and 17.5 of the Agreement, the parties agree that the licence rights with respect to the Licensed Software will be on the terms specified in this Module.
- (b) Unless otherwise specified in the Order Form, Permitted Users may access and use the Cloud Services for the Services Period and for any purpose in connection with:
  - (i) the Customer performing its obligations, and exercising its rights, under the Agreement;

- (ii) the full use of the Cloud Services and any associated applications as contemplated under the Agreement, including, where applicable, operating, supporting, enhancing, upgrading and maintaining the Cloud Services;
- (iii) the performance of tests and other quality assurance processes, including Acceptance Tests, in relation to the Cloud Services and associated Deliverables or systems that may integrate or interoperate with the Cloud Services;
- (iv) the carrying out, or exercise, of the functions or powers of the Customer, a NSW Government Agency or the Crown; or
- (v) such other Permitted Purpose specified in the Order Form.

## 2.3 Licensing model

- (a) The parties agree that the licensing model specified in the Order Form applies to the Cloud Services being provided under the Agreement.
- (b) Where the Cloud Services are licensed on a User Licensing Model, the following terms apply, unless expressly stated otherwise in the Order Form:
  - (i) there is no cap on the number of Permitted Users who may access and use the Cloud Services, except where clause 2.3(b)(ii) applies; and
  - (ii) where the Order Form specifies that there is a cap on the number of Permitted Users, the Customer:
    - A. must ensure that only the number of Permitted Users specified in the Order Form (or as otherwise agreed between the parties in writing) use the Cloud Services; and
    - B. may, at its sole discretion, increase the number of Permitted Users at any time during the Services Period, subject to paying the additional licence fees in accordance with the rates and charges specified in the Payment Particulars or as otherwise agreed between the parties in writing.
- (c) Where the Cloud Services are not licensed on a User Licensing Model, the Customer must ensure that it does not exceed any applicable consumption or other ceiling with respect to its use of the Cloud Services as specified in the Order Form (for example, storage cap). The Customer may, at its sole discretion, increase its consumption or ceiling at any time during the Services Period, subject to paying the additional licence fees in accordance with the rates and charges specified in the Payment Particulars or as otherwise agreed between the parties in writing.

## 2.4 Performance

The Cloud Services must be provided to meet or exceed any availability Service Levels and other Service Levels or, where none are specified, in a manner that ensures continuity of performance of the Cloud Services and minimises interruptions to the Customer's operations.

## 2.5 Backups

- (a) Unless otherwise specified in the Order Form:
  - (i) the Customer must take and maintain adequate backups of the data that is loaded into the Cloud Services; and

- (ii) the Supplier must reasonably assist the Customer in relation to any transfer or restoration of such data and in relation to any backups made by the Customer.
- (b) Where it is specified in the Order Form that it is the Supplier's responsibility to backup any data that is loaded into the Cloud Services, the Supplier must:
  - (i) perform an initial backup of such data;
  - (ii) take and maintain adequate and regular backups of such data; and
  - (iii) carry out any other Data Services relevant to data backup specified in the Order Documents.
- (c) A backup undertaken under clause 2.5(b) must be undertaken in a manner which enables the relevant data to be accurately and completely restored, in the event that any failure of the Cloud Services causes damage to, or loss of, that data.

## 2.6 Records of usage and audits

- (a) If specified in the Order Form, the Supplier:
  - (i) must supply the Customer with reporting and monitoring tools to assist the Customer to verify its compliance with the licensing terms under this Module; and
  - (ii) may, acting reasonably, undertake audits in accordance with this clause 2.6 to verify the Customer's compliance with the licensing terms under the Agreement. All audits under this clause will be conducted at the Supplier's sole cost.
- (b) All audits under this clause 2.6 must be conducted in accordance with the auditing timeframe and procedure specified in the Order Documents.
- (c) Upon completion of each audit, the Supplier must promptly provide the Customer's Representative with a copy of the audit report or findings.
- (d) The Supplier must not install any tools or applications within the Customer Environment or systems in order to conduct any audits without the Customer's prior written agreement.

## 2.7 Additional Cloud Services terms

The parties must comply with any Additional Conditions specific to certain types of Cloud Services where specified in the Order Form.

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## 3. Restrictions

- (a) Except to the extent permitted by Law or by the Agreement, the Customer must not without the Supplier's written consent:
  - (i) remove or alter any copyright or other proprietary notices appearing in the Cloud Services;
  - (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the Cloud Services' source code other than in accordance with any applicable escrow agreement; or
  - (iii) do, or omit to do, any additional things specified in the Order Form.

- (b) Nothing in this clause 3 restricts the Customer from providing the Permitted Users with access to, and use of, the Cloud Services and any associated application(s) on the terms of this Module.

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## **4. Data**

### **4.1 Customer Data**

If any Customer Data is created by the Supplier in the course of providing the Cloud Services under this Module, then all rights, title and interest in that Customer Data vest in the Customer on creation in accordance with the Agreement.

### **4.2 Supplier's security controls for viewing and accessing Customer Data**

- (a) Where the Supplier, the Supplier's Personnel or any third party associated with the Supplier are able to view or access Customer Data in the course of providing the Cloud Services or any other Supplier's Activities, then the Supplier must ensure that:
- (i) such access is only in accordance with the Agreement;
  - (ii) such access is via a secure virtual private network;
  - (iii) only the Supplier's Personnel who have undergone security awareness training in accordance with clause 21.3(c) (Audits and compliance) of the Agreement are able to view or access Customer Data;
  - (iv) all access is logged in such a manner that access by any person is auditable and traceable. The Supplier must keep such access logs for at least seven years, and provide the Customer with a copy of such access logs on request;
  - (v) all access is monitored by the Supplier and under the Supplier's control and supervision at all times; and
  - (vi) except where expressly authorised by the Agreement or by the Customer in writing, persons are not able to download, extract, edit, store, copy (whether electronic or hardcopy), print or otherwise retain any Customer Data.
- (b) If requested by the Customer, the Supplier must promptly:
- (i) notify the Customer in writing of how it will comply (or is complying) with its obligations under this clause 4.2; and
  - (ii) respond to any security-related questions received from the Customer in relation to the Cloud Services and provide reasonable assistance (including related information and Materials) to the Customer in relation to the security of the Cloud Services, including any related information and Materials held by the Supplier's subcontractors.

### **4.3 Storage and transfer of Customer Data**

- (a) Unless otherwise agreed by the Customer in accordance with clause 4.4, the Supplier and its Personnel must ensure that it provides the Cloud Services from data centres in NSW or the primary data centre and any secondary data centre(s) as specified in the Order Form.

- (b) For the purposes of clause 19.3(b) (Location of Customer Data) of the Agreement, under this Module the Supplier may transfer, store, process, access, disclose or view Customer Data outside New South Wales, Australia:
- (i) where necessary to comply with any applicable Law or a binding order of an Authority (such as a subpoena or court order) imposed on the Supplier, provided that the Supplier gives the Customer reasonable notice of any such legal requirement or order to enable the Customer to seek a protective order or other appropriate remedy;
  - (ii) via remote access for the sole purpose of accessing or viewing Customer Data to perform support and maintenance services, to the extent permitted in the Order Form; or
  - (iii) where otherwise permitted under clause 19.3 (Location of Customer Data) of the Agreement,
- and, in any event, subject to, and in compliance with, all other provisions of the Agreement, including the Data Location Conditions.
- (c) Nothing in this clause 4.3 relieves the Supplier of its obligations to protect and keep Customer Data secure in accordance with the Agreement, including the Supplier's obligations under clause 20 (Privacy) of the Agreement.

#### **4.4 Change to location of Customer Data**

- (a) The Supplier must not (and the Supplier must ensure that its Personnel do not) change the location of any data centres to a location outside NSW or to a location other than that specified in the Order Form without:
- (i) notifying the Customer in writing at least six months prior to such proposed change or such other timeframe specified in the Order Form; and
  - (ii) obtaining the Customer's prior written consent which may be given or withheld at the Customer's sole discretion.
- (b) The Supplier must not propose changing the location of any data centres to any location that is identified as an "excluded location" in the Order Form or that would cause the Supplier to breach its obligations under the Agreement.
- (c) The Supplier must ensure that the notice it provides under clause 4.4(a) sets out:
- (i) the proposed change to location and any associated change to data centre conditions;
  - (ii) the date on which the Supplier proposes the change will occur;
  - (iii) the reason for the proposed change;
  - (iv) any impact of such changes on the Customer's or Permitted Users' ability to access, use and interact with the Cloud Services;
  - (v) the proposed data migration and security measures that the Supplier will apply; and
  - (vi) such other details as reasonably required by the Customer.
- (d) The Supplier agrees to provide all assistance reasonably requested by the Customer to assess the proposed change to the data centre location.

- (e) The Supplier acknowledges and agrees that where the Supplier or its Personnel changes the data centre location with respect to the Cloud Services:
- (i) the Supplier has no entitlement to additional costs as a result of the data centre change (including, the costs of any data migration or backup); and
  - (ii) the change to the data centre location will be at the Supplier's sole cost.
- (f) Without limiting the Customer's termination and other rights and remedies under the Agreement and at Law, the Customer may with written notice to the Supplier and its sole election:
- (i) immediately terminate the Agreement; or
  - (ii) remove all or any aspect of the Cloud Services from scope,
- where the Supplier changes the data centre location (or signals its intention to do so) without the Customer's prior written consent or otherwise fails to comply with its obligations under this clause 4.4. The Supplier will have no Claim against the Customer where the Customer exercises its rights under, or seeks to enforce, this clause 4.4.

#### **4.5 Media decommissioning process**

- (a) The Supplier must conduct a media decommissioning process prior to the final disposal of any storage media used to store Customer Data. The Supplier must ensure that:
- (i) prior to final disposal, any storage media used to store Customer Data will be securely degaussed, erased, purged, physically destroyed, or otherwise sanitised in accordance with the requirements of the Australian Government Information Security Manual and the Customer's Policies, Codes and Standards; and
  - (ii) it complies with any additional requirements in respect of decommissioning that may be set out in the Order Form.
- (b) If requested by the Customer, the Supplier must provide the Customer with a report or certification showing that clause 4.5(a) has been complied with.

#### **4.6 Data control and other requirements**

The Supplier must:

- (a) implement and comply with all relevant data retention and disposal requirements specified in the Agreement; and
- (b) ensure that the accessibility or usability of Customer Data does not change detrimentally in any respect, subject to any agreed downtime of the Cloud Services.

## PART C: SUPPORT SERVICES

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### 5. Provision of Support Services

#### 5.1 Application

This Part C applies where it is specified in the Order Form that the Supplier will provide Support Services in relation to the Cloud Services.

#### 5.2 Support Period

All Support Services under this Module must be provided for the Support Period.

#### 5.3 General

- (a) The Supplier must carry out the Support Services specified in the Order Form.
- (b) The Supplier must carry out the Support Services:
  - (i) in accordance with the requirements in this Part C and any additional requirements specified in the other Order Documents;
  - (ii) to meet any applicable Service Levels;
  - (iii) in a manner that is consistent with the Customer's operating requirements (if any) and the Specifications; and
  - (iv) in a manner that causes minimal disruption to Permitted Users and the Customer's operations.

#### 5.4 Help desk

- (a) If the Order Form specifies that the Supplier will provide help desk Services, the Supplier must provide help desk Services during the times of operation and in accordance with the Specifications and any other requirements of the Agreement.
- (b) The Supplier must:
  - (i) respond to, and investigate, requests to the help desk in a timely and efficient manner and in accordance with any requirements and Service Levels specified in the Order Documents; and
  - (ii) ensure the help desk is provided by Personnel who are sufficiently qualified and experienced to resolve and escalate issues.

## PART D: GENERAL

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### 6. Training

#### 6.1 Training Services

- (a) This clause 6 only applies where it is specified in the Order Form that the Supplier will provide training Services or Deliverables.
- (b) Unless otherwise specified in the Order Documents, the Supplier must:

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- (i) provide training Services and any training materials at the times and in accordance with the requirements specified in the Order Documents; and
- (ii) prepare and submit to the Customer's Representative for approval, by the date specified in the Order Documents, a training Plan for carrying out the training Services. The training Plan must:
  - A. describe the type of training Services to be provided (for example, user training, "train-the trainer" training or awareness training);
  - B. describe how the training will be delivered;
  - C. specify the responsibilities of both parties in connection with the training, including any Customer Supplied Items to be provided in connection with the training;
  - D. specify any maximum and/or minimum number of attendees per training course; and
  - E. include such other detail as specified in the Order Documents.
- (c) For clarity, the training Plan is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the training Plan, including any updates to it.
- (d) Training will occur at the location(s) specified in the Order Documents or such other location(s) agreed by the Customer in writing.

## 6.2 Training Reports

- (a) Where specified in the Order Form, the Supplier must provide the Customer's Representative with written reports in relation to the provision of training Services (**Training Reports**). Unless otherwise specified in the Order Form, the Training Reports must cover:
  - (i) the status of the training;
  - (ii) any issues that the Supplier has encountered in delivering the training;
  - (iii) any "lessons learnt" or areas for future improvement; and
  - (iv) such other details as set out in the Order Form.
- (b) The Training Reports must be provided by the Supplier on a fortnightly basis for the duration of the training Services or at such other intervals as set out in the other Order Documents.

---

## 7. Additional and ancillary Deliverables and Services

### 7.1 Provision of additional and ancillary Deliverables and Services

The Supplier must supply:

- (a) any additional or related Deliverables or Services specified in the Order Documents, including (where specified):



- (i) Data Services; and
- (ii) the provision of Non-ICT Services and associated Deliverables; and
- (b) all other goods and services that are incidental or ancillary to the provision of the Deliverables and Services under this Module and that are required to ensure that the Cloud Services complies with the Specifications and other requirements of the Agreement.

## 7.2 Requirements

The Supplier must provide all additional, related, incidental and/or ancillary Deliverables and Services specified in clause 7.1 in accordance with all applicable requirements and timeframes under the Agreement.

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## 8. Records

- (a) The Supplier must keep and maintain full and accurate records of all Deliverables and Services provided under this Module in accordance with the Agreement and this clause 8.
- (b) Unless otherwise specified in the Order Documents, the records must include the following details:
  - (i) any issues in relation to the Deliverables and Services that have arisen or been reported by the Customer;
  - (ii) a record of any Deliverables provided as part of the Cloud Services, including the:
    - A. date provided;
    - B. quantity provided; and
    - C. name and (where applicable) serial number of the Deliverables;
  - (iii) any repairs, replacements or other remedial action taken by the Supplier or its Personnel in relation to any Deliverables (or parts or components) that have been supplied as part of the Cloud Services;
  - (iv) any Delays associated with the provision of the Deliverables and Services and the reason for those Delays;
  - (v) any actions that the parties need to take, or decisions that need to be made, to ensure the provision of the Deliverables and Services in accordance with the requirements of the Agreement;
  - (vi) the progress of the Deliverables and Services against any Project Plan; and
  - (vii) such other records in relation to the Deliverables and Services that are specified in the Order Form.
- (c) The Supplier must, at its sole cost, provide copies of the records required to be maintained and kept under this clause 8 to the Customer's Representative in accordance with the times set out in the Order Documents or as otherwise reasonably required by the Customer.

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## 9. Exceptions

- (a) The Supplier is not liable for any failure of the Cloud Services to comply with the Agreement to the extent arising as a result of:
- (i) any Critical CSI not operating in accordance with the Agreement;
  - (ii) any misuse of the Cloud Services by the Customer;
  - (iii) the Customer's combination, operation or use of the Cloud Services with any other product, equipment, software or document of the Customer or a third party except where:
    - A. such combination, operation or use is authorised under the Agreement;
    - B. the Supplier supplied the Cloud Services on the basis that they can be combined, operated or used with the Customer's or relevant third party products; or
    - C. such combination, operation or use should have been reasonably anticipated by the Supplier having regard to the nature and purpose of the Cloud Services;
  - (iv) damage caused by the operation of the Cloud Services other than in accordance with any recommended and reasonable operating procedures specified in the Order Form and User Documentation; or
  - (v) any Virus, Denial of Service Attack or other malicious act that adversely affects the Cloud Services or associated Services and Deliverables (or any software installed on the Deliverables or connected to them), except to the extent that the Virus, Denial of Service Attack or other malicious act was:
    - A. introduced or carried out by the Supplier or its Personnel;
    - B. caused or contributed to by any wrongful act or omission of the Supplier or its Personnel; or
    - C. due to the Supplier or its Personnel breaching the Agreement, including any failure to comply with the security obligations under the Agreement.
- (b) The Customer may, at its sole discretion, request the Supplier to provide Services in respect of correcting or resolving any of the issues set out in clause 9(a) and, if so, the Supplier must provide such Services on a time and materials basis, based on the rates and charges specified in the Payment Particulars or as otherwise agreed between the parties in writing. However, any issue that results from one or more of the circumstances specified in clauses 9(a)(iii)A to 9(a)(iii)C or clauses 9(a)(v)A to 9(a)(v)C must be rectified at the Supplier's sole cost and in accordance with the Agreement.

## Annexure A: Definitions and interpretation

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### 1. Definitions and interpretation

#### 1.1 Definitions

Terms used in this Module have the meaning set out in Schedule 1 (Definitions and interpretation) of the Agreement, unless otherwise defined below:

**Agreement** has the meaning given to it in the ICT Agreement entered into under the NSW Government's Digital.NSW ICT Purchasing Framework, of which this Module forms a part.

**Australian Government Information Security Manual** means the Australian Government's manual of the same name available at <https://www.cyber.gov.au/acsc/view-all-content/advice/using-australian-government-information-security-manual> (or such other link as notified by the Customer to the Supplier).

**Cloud Services** means the Cloud Services identified in the Order Form, which may include:

- (a) Software as a Service;
- (b) Platform as a Service; or
- (c) Infrastructure as a Service.

**Customer Provided Data** means the Customer Data provided by the Customer to the Supplier (or extracted by the Supplier as part of providing the Supplier's Activities) and in respect of which the Supplier is to provide the Data Services. Customer Provided Data includes any data derived or generated from the Customer Provided Data as a result of the provision of the Supplier's Activities.

**Data Services** means any data Services specified in the Order Form to be provided by the Supplier in respect of the Customer Provided Data.

**Module** means this document (including Annexure A), which is the Cloud Module under the Agreement.

**Non-ICT Services** means Services that form part of the Supplier's Activities, but which do not comprise ICT Services or Deliverables.

**Permitted Purpose** means the use and purposes specified in clause 2.2 and any other purposes specified in the Order Form.

**Permitted Users** means:

- (a) Customer Users; and
- (b) such other persons specified in the Order Form or who the Supplier has permitted to access and use the Cloud Services in accordance with the Agreement.

**Services Period** has the meaning given to this term in clause 1.3.

**Support Period** means the period during which the Supplier will provide the specific category of Support Services as specified in the Order Form or as otherwise agreed between the parties in writing.

**Support Services** means the support and maintenance Services to be provided by the Supplier in respect of the Cloud Services and as specified in the Order Form.

**Third Party Components** means software applications, components, plug-ins, products and programs (excluding Open Source Software) that are owned by third parties and are stated in the Order Form or which are otherwise used in the provision of the Deliverables and Services.

**Training Reports** has the meaning given to this term in clause 6.2(a).

**Unilateral Variation** has the meaning given to this term in clause 1.4(a).

**User Licensing Model** means where the Cloud Services are licensed to the Customer on a per-user basis.

## 1.2 Interpretation

Unless as otherwise expressly specified, in this Module:

- (a) the rules of interpretation set out in Schedule 1 (Definitions and interpretation) of the Agreement will apply to this Module; and
- (b) a reference to a clause or Part is a reference to a clause or Part in this Module.



# Services Module

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# Services Module

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## Background

- A. This Module forms part of the Digital.NSW ICT Purchasing Framework.
- B. The purpose of this Module is to set out the specific terms and conditions which apply to the provision of ICT Services and related or ancillary goods and services.
- C. The specific Services and Deliverables that the Supplier will provide under the Agreement are described in the Order Form.

## PART A: PRELIMINARIES

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### 1. General

#### 1.1 Scope

The Supplier must provide the Services and associated Deliverables described in the Order Form on the terms of this Module and the other terms of the Agreement.

#### 1.2 Acknowledgements

The parties acknowledge and agree that the:

- (a) obligations in this Module supplement, and are in addition to, the parties' other rights and obligations under the Agreement. Except to the extent expressly provided in the Agreement, nothing in this Module is intended to limit or restrict any other provision under the Agreement; and
- (b) Customer is relying on the Supplier's expertise in providing the Services under this Module.

#### 1.3 Services Period

Except for Support Services, all Services under this Module must be provided for the Term or for such other period specified in the Order Form (**Services Period**).

## PART B: SUPPORT SERVICES

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### 2. Provision of Support Services

#### 2.1 Application

This Part B applies where it is specified in the Order Form that the Supplier will provide Support Services.

#### 2.2 Support Period

All Support Services under this Module must be provided for the Support Period.

#### 2.3 General

- (a) The Supplier must carry out the Support Services specified in the Order Form.



- (b) The Supplier must carry out all Support Services:
  - (i) in accordance with the requirements in this Part B and any additional requirements specified in the other Order Documents;
  - (ii) to meet any applicable Service Levels;
  - (iii) in a manner that is consistent with the Customer's operating requirements (if any) and the Specifications; and
  - (iv) in a manner that causes minimal disruption to Customer Users and the Customer's operations.

## 2.4 Help desk

- (a) If the Order Form specifies that the Supplier will provide help desk Services, the Supplier must provide help desk Services during the times of operation and in accordance with the Specifications and any other requirements of the Agreement.
- (b) The Supplier must:
  - (i) respond to, and investigate, requests to the help desk in a timely and efficient manner and in accordance with any requirements and Service Levels specified in the Order Documents; and
  - (ii) ensure the help desk is provided by Personnel who are sufficiently qualified and experienced to resolve and escalate issues.

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## 3. Software Support Services

### 3.1 Application

This clause 3 applies where it is specified in the Order Form that the Supplier will provide Software Support Services.

### 3.2 Updates and New Releases

- (a) This clause 3.2 applies where the Supplier provides Software Support Services and Updates and/or New Releases form part of those Software Support Services.
- (b) The Supplier must offer and provide the Customer all:
  - (i) Updates applicable to the Software; and/or
  - (ii) New Releases applicable to the Software,

at no additional cost and when the Update and/or New Release becomes available, except where otherwise specified in the Order Form (in relation to either Updates or New Releases, or both).
- (c) All Updates and New Releases that the Supplier provides must conform to the security and other requirements of the Agreement and must not reduce or diminish the functionality, performance or availability of the Software.
- (d) To the extent reasonably practicable, the Supplier must:
  - (i) provide the Customer with written notice of all Updates and New Releases prior to installation; and

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- (ii) if requested to do so by the Customer, at the Supplier's sole cost (unless otherwise specified in the Order Form), demonstrate the extent to which the relevant Update and New Release is capable of providing the functionality and performance specified in the Specifications and Order Documents (including, where available, through the provision of release notes pertaining to the Update and New Release).
- (e) Subject to clauses 3.2(f) and 3.2(g), the Customer is under no obligation to accept, approve or permit the installation (whether manually or automatically applied) of any Update or New Release offered by the Supplier pursuant to this clause 3.2 and a refusal by the Customer to implement an Update or New Release will not affect the Customer's entitlement to the Deliverables and Services.
- (f) Notwithstanding the above, the Customer must accept any Update that is designed to correct or redress a security vulnerability that is affecting the Software (**Security Correction**) but only to the extent that the Update complies with clause 3.2(c) and such other conditions specified in the Order Form.
- (g) If the Customer rejects the offer by the Supplier of an Update or New Release (other than any Security Correction), the Supplier must (unless otherwise specified in the Order Form) continue to maintain the version of the Software that the Customer is using for 18 months (or such other period as specified in the Order Form) from the date that the Customer provides written notice to the Supplier of the rejection of the Update or New Release. After this period, the parties acknowledge and agree that:
  - (i) the Software may have its usefulness reduced over time;
  - (ii) the Supplier may not be able to remedy any Defects in the Software; and
  - (iii) the Supplier is not responsible for any Defect in the Software, nor any incident, outage or breach of any Service Level, which would not have occurred had the Update or New Release been installed.
- (h) If the Customer accepts an Update or New Release the:
  - (i) Specifications with respect to the Software will be deemed to be amended to the extent that the specifications for the Update and New Release supersede the existing Specifications;
  - (ii) Supplier must promptly update the User Documentation to the extent required to reflect the Update and New Release and, once updated, promptly provide a copy to the Customer;
  - (iii) Supplier must deliver the Update and New Release in a timely manner and in accordance with any timeframes agreed between the parties in writing; and
  - (iv) Agreement will continue to apply in all respects to the Update and New Release.

### 3.3 No restriction

Nothing in this clause 3 is intended to reduce or restrict the Supplier's obligations to respond to and redress Defects and Security Incidents (including through the provision of appropriate patches for security vulnerabilities). Such matters must be completed in accordance with any applicable Service Levels and all other requirements of the Agreement.

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## 4. Support Services for Hardware and Other ICT Deliverables

### 4.1 Application

This clause 4 applies where it is specified in the Order Form that the Supplier will supply Support Services with respect to the Hardware and/or Other ICT Deliverables.

### 4.2 Provision of Support Services

The Supplier must carry out the Support Services with respect to the Hardware and/or Other ICT Deliverables specified in the Order Form. These Support Services may include either Preventative Maintenance or Remedial Maintenance (or both), as well as such other Support Services specified in the Order Form.

### 4.3 Preventative Maintenance

- (a) Where specified in the Order Form, the Supplier must carry out Preventative Maintenance to ensure that the Deliverables remain in good working order and comply with the Specifications and other requirements of the Agreement.
- (b) Preventative Maintenance will be carried out outside Business Hours or at such other times as specified in the Order Form or agreed by the Customer in writing.
- (c) Except to the extent specified in the Order Form, as part of Preventative Maintenance the Supplier must:
  - (i) maintain the Deliverable and any Machine Code to a standard that ensures continued performance in accordance with the Specifications and other requirements of the Agreement;
  - (ii) make available all necessary fixes, patches, upgrades and new releases and enhancements for the Machine Code and other software components incorporated within the Deliverable; and
  - (iii) detect problems in relation to the Deliverables and minimise their occurrence,including undertaking system checks, replacing any unserviceable parts (excluding consumable items), cleaning and, where necessary, lubricating and adjusting mechanical and electro-mechanical devices in accordance with any manufacturer's instructions.
- (d) The Customer may, acting reasonably, postpone Preventative Maintenance with at least five Business Days' notice in writing to the Supplier's Representative. Where this occurs, the parties will co-operate with each other to reschedule the Preventative Maintenance on a date and time mutually agreed between the parties.

### 4.4 Engineering changes

- (a) Unless otherwise specified in the Order Form, the Supplier must make available to the Customer all engineering changes to any Hardware and Other ICT Deliverables that:
  - (i) are designed to improve the safety, performance and reliability of the Deliverables; and
  - (ii) the Supplier generally makes available to its other customers.

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- (b) The Supplier must give the Customer advance written notice of all proposed engineering changes in accordance with any notice period specified in the Order Form. This notice should include sufficient particulars about the proposed engineering changes to enable the Customer to determine whether to implement the proposed engineering changes.
- (c) Except where any engineering changes are classified by the Supplier or the manufacturer as being mandatory to ensure product security or safety in accordance with the Agreement (**Mandatory Engineering Changes**), the Customer may, at its sole discretion, elect not to proceed with any engineering changes.
- (d) For any engineering changes that the Customer proceeds with, the Customer may (at its sole discretion) elect to either:
  - (i) procure the Supplier to, at its own cost, provide a "user installable part" which the Customer must promptly Install in accordance with the Supplier's, and any manufacturer's, instructions; or
  - (ii) allow the Supplier to Install the engineering change, at the Supplier's own cost.
- (e) The Supplier must:
  - (i) perform relevant tests to demonstrate that the engineering change has been successfully implemented and, if requested by the Customer, provide written confirmation of such tests;
  - (ii) if requested by the Customer, explain to the Customer the reason for, and demonstrate to the Customer the effect of, the engineering change; and
  - (iii) promptly following performance of the engineering change, make any necessary updates to the User Documentation in accordance with the Agreement.
- (f) Except for Mandatory Engineering Changes, a refusal of the Customer to implement an engineering change will not affect the Customer's entitlement to the Deliverables and Services under the Agreement.

#### **4.5 Remedial Maintenance**

- (a) Where specified in the Order Form, the Supplier must provide Remedial Maintenance as specified in the Order Form and in accordance with the requirements of this clause 4.5.
- (b) The Supplier must promptly, after being notified of a Defect or problem in relation to a Deliverable (including any Machine Code):
  - (i) repair or restore the Deliverable to enable it to operate in accordance with the Agreement;
  - (ii) comply with any applicable Service Levels and response times specified in the Order Documents;
  - (iii) to the extent that it is practical to do so, implement appropriate measures to minimise disruption to Customer Users and the Customer's operations during the provision of Remedial Maintenance; and
  - (iv) comply with any other requirements specified in the Agreement.

- (c) The Supplier must:
  - (i) perform relevant tests to demonstrate that the Remedial Maintenance has been successfully implemented and, if requested by the Customer, provide written confirmation of such tests;
  - (ii) if requested by the Customer, explain to the Customer the reason for, and demonstrate to the Customer the effect of, the Remedial Maintenance; and
  - (iii) promptly following performance of the Remedial Maintenance make any necessary updates to the User Documentation in accordance with the Agreement.

## PART C: OTHER SERVICES

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### 5. Development Services

#### 5.1 Application

This clause 5 applies where it is specified in the Order Form that the Supplier will supply Development Services.

#### 5.2 Performance requirements

The Supplier must provide the Software Solution and carry out the Development Services to ensure that the Software Solution is compatible with the Customer Environment and complies with the Specifications and other requirements specified in the Order Documents.

#### 5.3 Design process

- (a) This clause 5.3 applies where it is specified in the Order Form that the Supplier must prepare a design specification with respect to the provision of the Software Solution and the Development Services (**Design Specification**).
- (b) The Supplier must prepare a Design Specification for the Customer's approval by the date specified in the Order Documents or as otherwise agreed by the Customer in writing. The Design Specification must:
  - (i) be based on, and consistent with, the Specifications;
  - (ii) enable the Software Solution to be installed within the Customer Environment; and
  - (iii) provide a detailed technical explanation of how the Software Solution will provide the functions specified in the Specifications, including, as applicable, details of the processes, visual displays, screen layouts, system flowcharts, user interfaces and data flows.
- (c) The Design Specification will, when approved by the Customer in writing, become part of the Specifications.
- (d) For clarity, the Design Specification is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the Design Specification, including any updates to it.

#### 5.4 Development process

- (a) The Supplier must carry out the Development Services:

- (i) to ensure minimal disruption to the Customer and Customer Users; and
  - (ii) in a controlled and traceable manner to maintain the integrity and traceability of all changes to the Software at all stages of development.
- (b) Without limiting the generality of clause 5.4(a), the Supplier must ensure that:
- (i) it identifies and documents all changes to the Software that it or its Personnel make or implement; and
  - (ii) any changes to the Software are developed and documented in a way which would enable future modification or development to the Software Solution without further reference to the Supplier.
- (c) In the User Documentation, the Supplier must reference and document procedures to be undertaken in relation to the detection and remediation of development errors, faults and other Defects identified in respect of the Software Solution.
- (d) The Supplier must continually monitor and assess the quality of all Development Services against any applicable Service Levels and any other criteria set out in the Specifications (including the Design Specification) and the Order Documents.

## 5.5 Alternative project delivery methodology

The parties may, in an Order Form, specify an alternative project design and development methodology to that set out in clauses 5.3 and 5.4, in which case that alternative project methodology will apply to the performance of the Development Services.

## 5.6 Warranties in relation to Development Services

The Supplier warrants that, without limiting any other warranties or commitments made by it in the Agreement, it:

- (a) has established quality assurance arrangements for the provision of the Development Services; and
- (b) will comply with, and maintain, those quality assurance arrangements for so long as it is providing Development Services under the Agreement.

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## 6. Systems Integration Services

### 6.1 Application

This clause 6 applies where it is specified in the Order Form that the Supplier will provide Systems Integration Services.

### 6.2 Provision of Systems Integration Services

- (a) The Supplier must provide the Systems Integration Services specified in the Order Documents. Except to the extent otherwise set out in the Order Documents, the Systems Integration Services will include:
  - (i) designing, providing, configuring, installing and testing the System; and
  - (ii) carrying out all other Systems Integration Services specified in the other Order Documents.
- (b) The Supplier must carry out all Systems Integration Services in accordance with clause 6 and the other requirements of the Agreement.

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- (c) Except to the extent otherwise specified in the Order Documents, the Supplier will assume primary project management and control in relation to all Systems Integration Services, including:
  - (i) coordinating the Supplier's Activities with the Customer and Other Suppliers (where applicable); and
  - (ii) managing project risks and discharging responsibilities which are identified as the Supplier's responsibility in the Order Documents.
- (d) The Supplier must perform the Systems Integration Services at the times, and in accordance with the requirements, set out in the Order Documents (including any approved SI Plan and SI Specifications).

### 6.3 SI Plan and SI Specifications

- (a) The Supplier must, prior to performing the Systems Integration Services, prepare and deliver to the Customer for its approval:
  - (i) a systems integration implementation plan for carrying out the Systems Integration Services (**SI Plan**); and
  - (ii) specifications for the System (**SI Specifications**).
- (b) The SI Plan requirements and the SI Specifications will be specified in the Order Form.
- (c) Where the requirements for the SI Plan are not specified in the Order Form, the SI Plan must, at a minimum, include:
  - (i) an assessment and definition of:
    - A. the Customer Environment;
    - B. the System;
    - C. all relevant interfaces that are necessary in order for the System to properly interface with the Customer Environment;
    - D. the Customer's requirements and expectations in respect of the Systems Integration Services, including the Customer's business requirements and any objectives to be met by the Supplier in carrying out the Systems Integration Services;
    - E. the roles and responsibilities of the parties; and
    - F. any resources (including Customer Supplied Items) required to carry out the Systems Integration Services;
  - (ii) a strategy for the delivery of the Systems Integration Services that is appropriate for the Customer's needs, including the staging and implementation of the Systems Integration Services and associated testing;
  - (iii) a Data Migration Plan (where applicable); and
  - (iv) such other details specified in the other Order Documents.
- (d) Unless otherwise specified in the Order Form, the SI Specifications must, at a minimum, include:

- (i) detailed technical and functional specifications for the System; and
  - (ii) such other details specified in the other Order Documents.
- (e) For clarity, the SI Plan and SI Specifications are Document Deliverables. Clause 8 (Document Deliverables) of the Agreement therefore applies to the SI Plan and SI Specifications, including any updates to them.

## 6.4 Warranties in relation to Systems Integration Services

The Supplier warrants that:

- (a) all components of the System will properly combine and interact with each other in accordance with the SI Specifications and other applicable requirements of the Agreement; and
- (b) the System will be properly installed in accordance with any approved SI Plan.

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## 7. Data Services

### 7.1 Application

This clause 7 applies where it is specified in the Order Form that the Supplier will provide Data Services.

### 7.2 Customer Provided Data

- (a) Unless otherwise specified in the Order Form, to enable the Supplier to carry out the Data Services, the Customer will use its reasonable endeavours to extract and provide the Customer Provided Data to the Supplier:
  - (i) in the format specified in the Order Form; and
  - (ii) at the times (including within any timeframes) and in accordance with any other requirements specified in the Order Documents.
- (b) The Customer acknowledges and agrees that the Supplier's ability to carry out the Data Services may depend in whole or in part on the completeness and quality of the Customer Provided Data.
- (c) If the Supplier identifies any errors or issues in relation to the Customer Provided Data (including due to data transmission issues), the Supplier must:
  - (i) advise the Customer's Representative as soon as the Supplier becomes aware of the issue;
  - (ii) co-operate with the Customer to resolve the issue; and
  - (iii) not commence the Data Services until the issue has been resolved to the Customer's reasonable satisfaction.
- (d) The Supplier acknowledges and agrees that Customer Provided Data is "Customer Data" as defined in Schedule 1 of the Agreement. For clarity (and without limiting those obligations in relation to Customer Data specified in Part C (Data and Security) of the Agreement):
  - (i) the Supplier obtains no right, title or interest with respect to any Customer Provided Data, other than a right to use Customer Provided



Data for the sole purpose of carrying out the Supplier's Activities in accordance with the Agreement;

- (ii) as between the Supplier and the Customer, all rights in, and in relation to, Customer Provided Data remain with the Customer at all times and are not transferred; and
- (iii) the Supplier must not dispose of any Customer Provided Data other than in accordance with the Agreement.

### 7.3 Further restrictions

The Supplier and its Personnel must not attempt to use the Customer Provided Data in a manner that is contrary to the Privacy Laws or that attempts (without the Customer's express written authorisation) to:

- (a) extract any Personal Information from the Customer Provided Data; or
- (b) de-identify any Customer Provided Data.

### 7.4 Backups

- (a) Unless otherwise specified in the Order Form, the Customer must:
  - (i) take a complete backup of the Customer Provided Data; and
  - (ii) test and retain the backup referred to in clause 7.4(a)(i),
 prior to giving a copy of the Customer Provided Data to the Supplier.
- (b) Once Customer Provided Data is supplied to the Supplier or (where applicable) extracted by the Supplier, the Supplier:
  - (i) is solely responsible for taking and backing up the Customer Provided Data; and
  - (ii) must ensure that all backups of Customer Provided Data:
    - A. occur securely and in accordance with the Agreement, including any requirements specified in the Order Form;
    - B. occur regularly and at the intervals or timeframes specified in the Order Documents; and
    - C. are undertaken in a manner which enables the Customer Provided Data to be accurately and completely restored, in the event of any damage to, or loss of, that Customer Provided Data.

### 7.5 Data cleansing

If the Order Form states that data cleansing is to be performed by the Supplier, the Supplier must cleanse the Customer Provided Data by:

- (a) eliminating records that are clearly duplicates;
- (b) correcting misspellings and errors;
- (c) ensuring that there are consistent descriptions, punctuation and syntax; and

- (d) resolving any other obvious inaccuracies, omissions or inconsistency issues, to meet the level of accuracy and consistency stated in the Order Documents.

## 7.6 Data analysis

- (a) If the Order Form states that the Supplier is to provide data analytics Services with respect to the Customer Provided Data, the Supplier must conduct such analytics and, where specified in the Order Form, provide the Customer with the data analytics report(s).
- (b) The Supplier must complete the data analytics Services at the times, and in accordance with the requirements, specified in the Order Documents.

## 7.7 Data migration

- (a) If the Order Form states that data migration Services must be performed by the Supplier, the Supplier must:
- (i) perform the data migration Services described in the Order Form. Unless otherwise specified in the Order Form, the data migration Services must include:
    - A. implementation of all activities set out in the Order Form and the Data Migration Plan for the migration of the Customer Provided Data;
    - B. completion of all necessary pre-migration activities to ensure the smooth migration of Customer Provided Data in accordance with the Agreement, including this clause 7;
    - C. development of appropriate business contingency arrangements should the migration of the Customer Provided Data not be successful; and
    - D. testing and acceptance of the migrated data in accordance with the requirements specified in the Order Documents; and
  - (ii) prepare a Data Migration Plan for the Customer's approval by the relevant Date for Delivery with respect to how the Supplier will effectively, securely and efficiently carry out any data migration activities in accordance with the requirements of the Agreement (**Data Migration Plan**).
- (b) The Data Migration Plan must include (unless otherwise specified in the Order Documents):
- (i) an assessment and definition of the:
    - A. existing Customer systems from which the Customer Provided Data is to be extracted; and
    - B. Customer's data migration goals;
  - (ii) a data migration strategy that is appropriate for the Customer's needs and covers all appropriate planning and timetabling issues associated with the provision of the Data Services including the:
    - A. identification of the Data Services to be performed;

- B. staging and implementation of the Data Services; and
- C. preparation/pre-migration activities to be performed;
- (iii) a description of any data conversion proposed to be undertaken as part of the data migration strategy and of the activities required to be performed; and
- (iv) such other details specified in the other Order Documents.
- (c) For clarity, the Data Migration Plan is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the Data Migration Plan, including any updates to it.

## 7.8 Tools and Methodologies

- (a) Where the Data Services are to be performed using software, software tools, object libraries, methodologies or other tools owned by the Supplier or any other party (**Tools and Methodologies**), the Supplier must, at the Customer's request, provide the Customer with an overview of the Tools and Methodologies.
- (b) Where the Tools and Methodologies are required to perform the Data Services, or the Customer requires access to any of them after the completion of the Data Services, the Supplier must:
  - (i) where the Supplier owns any Tools and Methodologies, provide the Customer with a licence to use those Tools and Methodologies on the same licence terms as specified in clause 17 (Intellectual Property) of the Agreement; and
  - (ii) where any Tools and Methodologies are owned by a third party, comply with clause 17.7 (Third party Intellectual Property Rights) of the Agreement in relation to those Tools and Methodologies.

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## 8. Other Professional Services

### 8.1 Application

This clause 8 applies where it is specified in the Order Form that the Supplier is to provide Professional Services.

### 8.2 General

- (a) The Supplier must provide the Professional Services in accordance with these Module Terms and the requirements set out in the Order Form.
- (b) The Professional Services must be provided to meet the Specifications, standards and Dates for Delivery under the Agreement.

### 8.3 Timeframe for provision

Where the Supplier is providing the Professional Services at the Site, the Professional Services will be provided during Business Hours or at such other times as specified in the other Order Documents or agreed by the Customer in writing.

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## 9. Managed Services

### 9.1 Application

This clause 9 applies where it is specified in the Order Form that the Supplier will provide Managed Services.

### 9.2 General

- (a) The Supplier must provide the Managed Services in accordance with these Module Terms and the requirements set out in the other Order Documents.
- (b) The Managed Services must be provided to meet the Specifications, standards and Dates for Delivery under the Agreement.

### 9.3 Transition-In Services

- (a) Without limiting clause 7 (Transition-In) of the Agreement, where the Order Form specifies that the Supplier will provide Transition-In Services, the Supplier must (unless otherwise specified in the Order Form):
  - (i) perform due diligence to understand the Customer's goals, requirements and expectations with respect to the provision of the Managed Services; and
  - (ii) develop a Transition-In Plan that:
    - A. sets out the Supplier's understanding of the Customer's requirements in relation to the Managed Services and the objectives to be met by the Supplier;
    - B. specifies the Customer Users who will be supported by the Managed Services;
    - C. specifies any assets or items that may need to be procured in connection with the provision of the Managed Services;
    - D. specifies any resources required (including any Customer Supplied Items or Customer assistance); and
    - E. includes such other matters as specified in the Order Documents.
- (b) The due diligence and other Transition-In Services must be commenced without delay and completed by the date specified in the Order Documents or as otherwise agreed by the Customer in writing.
- (c) If, after completing the due diligence and other Transition-In Services, the Supplier reasonably determines that any:
  - (i) aspect of the Managed Services are different to that set out in the Order Documents; or
  - (ii) assumptions set out in the Order Documents are not true,

then the Supplier may provide the Customer with a Change Request to vary the scope of the Managed Services to the sole extent reasonably necessary to reflect the true extent and nature of the Managed Services. Any such Change Requests

will be addressed in accordance with the Change Control Procedure under the Agreement.

#### 9.4 Procedures Manual

- (a) Where specified in the Order Form, the Supplier must provide to the Customer for approval a procedures manual for the carrying out of the Managed Services (**Procedures Manual**). The Procedures Manual must be provided by the date specified in the Order Documents.
- (b) The Procedures Manual must specify:
  - (i) the governance processes, procedures and protocols for dealing with the Customer and any third parties;
  - (ii) the procedures and proposals for managing Security Incidents;
  - (iii) the procedures and protocols for identifying and managing risks;
  - (iv) the procedures and protocols to identify and rectify Defects or failures in the delivery of the Managed Services; and
  - (v) such other details specified in the Order Form.
- (c) For clarity, the Procedures Manual is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the Procedures Manual, including any updates to it.

#### 9.5 Managed Third Party Contracts

- (a) This clause 9.5 applies where it is specified in the Order Form that the Supplier will assume responsibility for the management and performance of any Managed Third Party Contracts.
- (b) The Supplier must perform the Supplier's Activities with respect to each Managed Third Party Contract as described in this clause 9.5 and the other Order Documents or as otherwise agreed between the parties in writing.
- (c) The Supplier must use its best efforts to obtain the novation of each Managed Third Party Contract by the date specified in the Order Documents or as otherwise agreed by the Customer in writing. If a Managed Third Party Contract cannot be novated by this date:
  - (i) the Supplier must use its best efforts to procure the right to assume management responsibility on behalf of the Customer in respect of the Customer's rights and obligations under the relevant Managed Third Party Contract and the Customer must provide all reasonable assistance to the Supplier in that regard; and
  - (ii) if the Supplier cannot procure the rights specified in clause 9.5(c)(i), the parties will consult and co-operate with each other in order to agree and implement appropriate workarounds or other alternative solutions to enable the Supplier to provide the Managed Services. Such workarounds or other alternative solutions may include, if agreed by the parties, the Supplier entering into an agreement directly with the relevant Managed Third Party Contract supplier.
- (d) Unless and until a Managed Third Party Contract has been properly novated to the Supplier in accordance with the Agreement, the Supplier must not without the express written approval of the Customer:

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- (i) vary, terminate, repudiate, extend or exercise any rights under the Managed Third Party Contracts;
  - (ii) waive or purport to waive any rights of the Customer under the Managed Third Party Contracts;
  - (iii) grant any consent or approval, or exercise any of the Customer's rights under the Managed Third Party Contracts; or
  - (iv) purport to act for, or on behalf of, the Customer or bind the Customer in any respect, whether at Law or in contract.
- (e) The Supplier must immediately notify the Customer's Representative in writing of any actual, suspected or alleged:
- (i) breach;
  - (ii) Claim;
  - (iii) dispute; or
  - (iv) matter or circumstance that impacts the Customer's or Supplier's rights and remedies (as applicable),
- under, or in connection with, any Managed Third Party Contract.
- (f) The Supplier must, if requested by the Customer, provide all necessary support and assistance required by the Customer in relation to the investigation, resolution and management of any of the matters or circumstances specified in clause 9.5(e).
- (g) Unless otherwise specified in the Payment Particulars, all costs associated with the management and novation of Third Party Contracts form part of the Price for the provision of the Managed Services.
- (h) The parties may specify an alternative approach in relation to the administration of Managed Third Party Contracts in the Order Form, in which case they will comply with that alternative approach.

**9.6 Assets**

- (a) This clause 9.6 applies where the Order Form specifies that a transfer of Assets is required to carry out the Managed Services.
- (b) From the date specified in the Order Form (or at such other time as agreed by the Customer), title to the Assets will be transferred from the Customer to the Supplier to enable the Supplier to provide the Managed Services. Once the transfer occurs, risk in the transferred Assets passes to the Supplier and the Supplier will be fully responsible for the Assets, including their condition and ongoing maintenance.
- (c) The Customer warrants that, upon title passing to the Supplier in accordance with clause 9.6(b), the Assets will pass to the Supplier free and clear of all liens, security interests, mortgages and other encumbrances.

**9.7 Transition-Out Services**

Without limiting clause 31 (Transition-Out Services) of the Agreement, where the Order Form specifies that the Supplier will provide Transition-Out Services, the Supplier must (unless otherwise specified in the Order Form):

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- (a) assist the Customer to transition the Managed Services to a new service provider or to the Customer; and
- (b) if requested by the Customer:
  - (i) assist the Customer to obtain the novation or assignment of the Managed Third Party Contracts to a new service provider or to the Customer;
  - (ii) deal with any Assets that were used in the provision of the Managed Services in accordance with the Customer's reasonable requirements; and
  - (iii) grant or assist the Customer (or new service provider) to procure sufficient rights and licences to continue using assets, software or other Materials used in the provision of the Managed Services.

**PART D: GENERAL****10. Training****10.1 Training Services**

- (a) This clause 10 only applies where it is specified in the Order Form that the Supplier will provide training Services or Deliverables.
- (b) Unless otherwise specified in the Order Documents, the Supplier must:
  - (i) provide training Services and any training materials at the times and in accordance with the requirements specified in the Order Documents; and
  - (ii) prepare and submit to the Customer's Representative for approval, by the date specified in the Order Documents, a training Plan for carrying out the training Services. The training Plan must:
    - A. describe the type of training Services to be provided (for example, user training, "train-the-trainer" training or awareness training);
    - B. describe how the training will be delivered;
    - C. specify the responsibilities of both parties in connection with the training, including any Customer Supplied Items to be provided in connection with the training;
    - D. specify any maximum and/or minimum number of attendees per training course; and
    - E. include such other detail as specified in the Order Documents.
- (c) For clarity, the training Plan is a Document Deliverable. Clause 8 (Document Deliverables) of the Agreement therefore applies to the training Plan, including any updates to it.
- (d) Training will occur at the location(s) specified in the Order Documents or such other location(s) agreed by the Customer in writing.

## 10.2 Training Reports

- (a) Where specified in the Order Form, the Supplier must provide the Customer's Representative with written reports in relation to the provision of training Services (**Training Reports**). Unless otherwise specified in the Order Form, the Training Reports must cover:
  - (i) the status of the training;
  - (ii) any issues that the Supplier has encountered in delivering the training;
  - (iii) any "lessons learnt" or areas for future improvement; and
  - (iv) such other details as set out in the Order Form.
- (b) The Training Reports must be provided by the Supplier on a fortnightly basis for the duration of the training Services or at such other intervals as set out in the other Order Documents.

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## 11. Additional and ancillary Deliverables and Services

### 11.1 Provision of additional and ancillary Deliverables and Services

The Supplier must supply:

- (a) any additional or related Deliverables or Services specified in the Order Documents, including (where specified):
  - (i) installation Services; and
  - (ii) the provision of Non-ICT Services and associated Deliverables; and
- (b) all other goods and services that are incidental or ancillary to the provision of the Services under this Module and that are required to ensure that the Services comply with the Specifications and other requirements of the Agreement.

### 11.2 Requirements

The Supplier must provide all additional, related, incidental and/or ancillary Deliverables and Services specified in clause 11.1 in accordance with all applicable requirements and timeframes under the Agreement.

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## 12. Records

- (a) The Supplier must keep and maintain full and accurate records of all Services provided under this Module in accordance with the Agreement and this clause 12.
- (b) Unless otherwise specified in the Order Documents, the records must include the following details:
  - (i) any issues in relation to the Services that have arisen or been reported by the Customer;
  - (ii) a record of any Deliverables provided as part of the Services, including the:
    - A. date provided;
    - B. quantity provided; and



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- C. name and (where applicable) serial number of the Deliverables;
- (iii) any repairs, replacements or other remedial action taken by the Supplier or its Personnel in relation to any Deliverables (or parts or components) that have been supplied as part of the Services;
- (iv) any Delays associated with the provision of the Services and the reason for those Delays;
- (v) any actions that the parties need to take, or decisions that need to be made, to ensure the provision of the Services in accordance with the requirements of the Agreement;
- (vi) the progress of the Services against any Project Plan; and
- (vii) such other records in relation to the Services that are specified in the Order Form.
- (c) Without limiting the generality of the foregoing, where the Supplier provides any:
  - (i) Development Services, the Supplier must keep records that adequately detail and describe all changes to the Software; and
  - (ii) Managed Services, the Supplier must keep records relating to all actions and tasks the Supplier has taken, and the requests or communications it has made, with respect to any Managed Third Party Contracts.
- (d) The Supplier must, at its sole cost, provide copies of the records required to be maintained and kept under this clause 12 to the Customer's Representative in accordance with the times set out in the Order Documents or as otherwise reasonably required by the Customer.

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### **13. Exceptions**

- (a) The Supplier is not liable for any failure of the Services or associated Deliverables to comply with the Agreement to the extent arising as a result of:
  - (i) any Critical CSI not operating in accordance with the Agreement;
  - (ii) any misuse of the Services or associated Deliverables by the Customer;
  - (iii) in relation to Support Services for Hardware or Other ICT Deliverables, the Customer not implementing any Mandatory Engineering Changes;
  - (iv) in relation to Development Services for Software, the Customer's combination, operation or use of the relevant Software with any other product, equipment, software or document of the Customer or a third party except where:
    - A. such combination, operation or use is authorised under the Agreement;
    - B. the Supplier supplied the Software on the basis that it can be combined, operated or used with the Customer's or relevant third party products; or
    - C. such combination, operation or use should have been reasonably anticipated by the Supplier having regard to the

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nature and purpose of the Development Services and the associated Software;

- (v) damage caused by the operation of any Deliverables other than in accordance with any recommended and reasonable operating procedures specified in the Order Form and User Documentation; or
  - (vi) any Virus, Denial of Service Attack or other malicious act that adversely affects the Services or associated Deliverables (or any software installed on the Deliverables or connected to them), except to the extent that the Virus, Denial of Service Attack or other malicious act was:
    - A. introduced or carried out by the Supplier or its Personnel;
    - B. caused or contributed to by any wrongful act or omission of the Supplier or its Personnel; or
    - C. due to the Supplier or its Personnel breaching the Agreement, including any failure to comply with the security obligations under the Agreement.
- (b) The Customer may, at its sole discretion, request the Supplier to provide Services in respect of correcting or resolving any of the issues set out in clause 13(a) and, if so, the Supplier must provide such Services on a time and materials basis, based on the rates and charges specified in the Payment Particulars or as otherwise agreed between the parties in writing. However, any issue that results from one or more of the circumstances specified in clauses 13(a)(iv)A to 13(a)(iv)C or clauses 13(a)(vi)A to 13(a)(vi)C must be rectified at the Supplier's sole cost and in accordance with the Agreement.

## Annexure A: Definitions and interpretation

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### 1. Definitions and interpretation

#### 1.1 Definitions

Terms used in this Module have the meaning set out in Schedule 1 (Definitions and interpretation) of the Agreement, unless otherwise defined below:

**Agreement** has the meaning given to it in the ICT Agreement entered into under the NSW Government's Digital.NSW ICT Purchasing Framework, of which this Module forms a part.

**Assets** means the physical assets and items specified in the Order Form (or as otherwise agreed between the parties in writing) which are to be transferred to the Supplier in accordance with clause 9.5(h).

**Customer Provided Data** means the Customer Data provided by the Customer to the Supplier (or extracted by the Supplier as part of providing the Supplier's Activities) and in respect of which the Supplier is to provide the Data Services. Customer Provided Data includes any data derived or generated from the Customer Provided Data as a result of the provision of the Supplier's Activities.

**Data Migration Plan** has the meaning given to this term in clause 7.7(a)(ii).

**Data Services** means any data Services specified in the Order Form to be provided by the Supplier in respect of the Customer Provided Data.

**Design Specification** has the meaning given to this term in clause 5.3(a).

**Development Services** means the Software development Services as described in clause 5.

**Hardware** means the physical ICT equipment, including all components and parts, specified in the Order Form which is to be acquired or maintained under the Agreement (as the case may be) and any substituted equipment, components or parts.

**Install** means the installation and set-up of the Hardware in accordance with this Module, including the integration of the Hardware into the Customer Environment, and **Installation** has a corresponding meaning.

**Machine Code** means any microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, diagnostics, firmware and any other code, delivered with the Hardware for the purpose of enabling the Hardware to function as specified in the Order Form and Order Documents. Machine Code excludes the operating system and any Licensed Software that is provided pursuant to the Software Module under the Agreement.

**Managed Services** means the managed services as described in clause 9.

**Managed Third Party Contracts** means a contract, deed or agreement with a third party as specified in the Order Form (or such other third party contracts, deeds or agreements as agreed between the parties in writing).

**Mandatory Engineering Changes** has the meaning given to this term in clause 4.4(c).

**Module** means this document (including Annexure A), which is the Services Module (Non-Cloud) under the Agreement.

**Non-ICT Services** means Services that form part of the Supplier's Activities, but which do not comprise ICT Services or Deliverables.

**Other ICT Deliverables** means ICT Deliverables and components and parts other than:

- (a) Licensed Software provided under the Software Module;
- (b) Hardware; or
- (c) Deliverables provided under the Cloud Module.

**Preventative Maintenance** means scheduled maintenance Services required to be performed by the Supplier in accordance with clause 4.3 to ensure that the Hardware and Other ICT Deliverables remain in working order in accordance with the Specifications and other requirements of the Agreement.

**Procedures Manual** has the meaning given to this term in clause 9.4(a).

**Professional Services** means the professional Services required to be provided by the Supplier as described in the Order Form.

**Remedial Maintenance** means unscheduled maintenance Services required to be performed by the Supplier pursuant to clause 4.5 to restore the Hardware and Other ICT Deliverables to a condition allowing performance in accordance with the Specifications and other requirements of the Agreement.

**Security Correction** has the meaning given to this term in clause 3.2(f).

**Services Period** has the meaning given to this term in clause 1.3.

**SI Plan** has the meaning given to this term in clause 6.3(a)(i).

**SI Specifications** has the meaning given to this term in clause 6.3(a)(ii).

**Software** means, in relation to this Module, the software specified in the Order Form that is subject to the Software Support Services and/or Development Services, and where applicable, includes the Software Solution.

**Software Solution** means the Software to be implemented, developed or created by the Supplier for the Customer as stated in the Order Form.

**Software Support Services** means the support and maintenance Services to be provided by the Supplier in respect of the Software and as specified in the Order Form.

**Support Period** means the period during which the Supplier will provide the specific category of Support Services as specified in the Order Form or as otherwise agreed between the parties in writing.

**Support Services** means the support and maintenance Services to be provided by the Supplier in respect of the Supported Deliverables and as specified in the Order Form.

**Supported Deliverables** means the Software, Hardware and other Deliverables (as well as all associated components and parts) that are specified in the Order Form and in respect of which the Supplier will provide the Support Services.

**System** means the system specified in the Order Form (or as otherwise agreed by the parties in the SI Plan). The System comprises the software, hardware and other ICT infrastructure to be integrated with the Customer Environment.

**Systems Integration Services** means the Services for Systems integration specified in the Order Form or other Order Documents and which is to be provided by the Supplier.

**Tools and Methodologies** has the meaning given to this term in clause 7.8(a).

**Training Reports** has the meaning given to this term in clause 10.2(a).

## **1.2 Interpretation**

Unless as otherwise expressly specified, in this Module:

- (a) the rules of interpretation set out in Schedule 1 (Definitions and interpretation) of the Agreement will apply to this Module; and
- (b) a reference to a clause or Part is a reference to a clause or Part in this Module.